

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

Monday, November 5, 2012

7:00 p.m.

City Council Chambers

300 W. Rex Allen Drive

Willcox, AZ 85643

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

**Resolution No. 2012- 89
Ordinance NS311**

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

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE TO THE FLAG

4. CALL TO THE PUBLIC

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

5. DECLARATION ON CONFLICT OF INTEREST

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

6. ADOPTION OF THE AGENDA

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

7. 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 on the City's web site or 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. MINUTES OF PREVIOUS MEETINGS** Tab 1
Regular Meeting- June 4, 2012, September 4, 2012, September 17, October 1, 2012, and October 15, 2012
Work Session- Joint Work Session January 9, 2012, September 17, 2012, October 1, 2012 and October 15, 2012
- 8 DISCUSSION/DECISION REGARDING THE WILLCOX CHAMBER OF COMMERCE AND AGRICULTURE REQUEST FEES TO BE WAIVED FOR THE USE OF THE COMMUNITY CENTER FOR THE APPLE FESTIVAL ON WEDNESDAY, NOVEMBER 28, 2012 THROUGH SATURDAY DECEMBER 1, 2012.** Tab 2
 Consideration, discussion and/or decision regarding The Willcox Chamber Of Commerce and Agriculture request fees to be waived for the use of the Community Center for the Apple Festival On Wednesday, November 28, 2012 through Saturday December 1, 2012.
- 9. DISCUSSION/DECISION REGARDING WILLCOX CHAMBER OF COMMERCE & AGRICULTURE'S REQUEST TO WAIVE THE REQUIREMENTS FOR ALL VENDORS TO HAVE INDIVIDUAL PERMITS FOR THE ANNUAL CHRISTMAS APPLE FESTIVAL FROM WEDNESDAY, NOVEMBER 28, 2012 THROUGH SATURDAY, DECEMBER 1, 2012.** Tab 3
 Consideration, discussion and/or decision regarding Willcox Chamber Of Commerce & Agriculture's request to waive the requirements for all vendors to have individual permits for the annual Christmas Apple Festival from Wednesday, November 28, 2012 through Saturday, December 1, 2012.
- 10. PRESENTATION/DISCUSSION REGARDING THE WILLCOX CHAMBER OF COMMERCE AND AGRICULTURE REQUEST FOR A STREET CLOSURE FROM RAILROAD AVENUE AND HASKELL TO MALEY STREET FOR A CHRISTMAS LIGHTED PARADE ON SATURDAY, DECEMBER 1, 2012 FROM 4:30 PM - 9:00 PM** Tab 4
 Consideration, discussion and/or decision regarding the Willcox chamber of Commerce and Agriculture request for a street closure from Railroad Avenue and Haskell to Maley Street for a Christmas lighted parade on Saturday, December 1, 2012 from 4:30pm - 9:00 pm.
- 11. DISCUSSION BY COUNCIL REGARDING THE REQUEST BY MR. NIX TO USE THE ALLEY BEHIND HIS PROPERTY IN IRONWOOD ESTATES.** Tab 5
 Consideration, discussion by Council regarding the request by Mr. Nix to use the alley behind his property in Ironwood estates.
- 12. DISCUSSION/ DECISION REGARDING ACCEPT LETTER OF RESIGNATION FROM RAEANN KIESLING FROM THE PARKS AND RECREATION COMMITTEE.** Tab 6
 Consideration, discussion and/or decision regarding accept letter of resignation from RaeAnn Kiesling from The Parks and Recreation Committee.
- 13. DISCUSSION/DECISION/DIRECTION REGARDING REVIEW REQUEST FROM THE WILLCOX HISTORICAL THEATER PRESERVATION INC. FOR FUNDING ASSISTANCE** Tab 7
 Consideration, discussion/decision/direction regarding Review Request from the Willcox Historical Theater Preservation Inc. for funding assistance.
- 14. DISCUSSION REGARDING INFORMATION CONCERNING A SALES TAX REFUND** Tab 8
 Consideration, discussion regarding information concerning a sales tax refund.
- 15. PRESENTATION/DIRECTION/DECISION REGARDING INDIRECT COST FORMULA FOR PAYMENT TO THE GENERAL FUND FROM THE ENTERPRISE FUNDS FOR FY 14.** Tab 9
 Consideration, discussion, and/or direction regarding to accept the Indirect Cost Formula for payment to the General Fund from the Enterprise Funds for FY14.

16. **DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-83 THE OPERATIONAL AGENCY AGREEMENTS WITH BP ENERGY COMPANY; DIRECTING AUTHORIZED CITY OFFICERS AND AGENTS TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION; AND, DECLARING AN EMERGENCY TO EXIST.** Tab 10
 Consideration, discussion and/or direction regarding resolution NO. 2012-83 the operational agency agreement with BP Energy Company; directing authorized city officers and agents to carry out the purposes and intent of this resolution.
17. **DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-84 THE BP ENERGY COMPANY PHYSICAL GAS TRANSACTION CONFIRMATION FOR IMMEDIATE DELIVERY NO. 9410309, DATED OCTOBER 24, 2012; DIRECTING AUTHORIZED CITY OFFICERS AND AGENTS TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION; AND, DECLARING AN EMERGENCY TO EXIST.** Tab 11
 Consideration, discussion/decision regarding Resolution NO. 2011-84 approving the BP energy company physical gas transaction confirmation for immediate delivery no. 9410309, dated October 24, 2012; directing authorized city officers and agents to carry out the purposes and intent of this resolution
18. **DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-85 FOR THE PURPOSE OF APPROVING AND AUTHORIZING AN OPTION FROM AMONG TWO OPTIONS RELATED TO CITY EMPLOYEES AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.** Tab 12
 Consideration, discussion and/or decision regarding Resolution No. 2012-85 as started above, regarding Employee Appreciation Awards.
19. **DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-86 APPROVING THE CONTRACT AWARD TO WILSON ENGINEERS, LLC ("ENGINEER") FOR DESIGN AND ENGINEERING SERVICES FOR RECONSTRUCTION OF THE 0.6 MGD WASTEWATER TREATMENT SYSTEM FACILITIES; APPROVING AND DIRECTING AUTHORIZED CITY OFFICERS, AGENTS AND CITY STAFF TO FINALIZE THE CONTRACT; AND THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR OTHER RELATED MATTERS; AND DECLARING AN EMERGENCY** Tab 13
 Consideration, discussion/decision regarding Resolution NO. 2012-86 approving the contract award to Wilson Engineers, LLC ("Engineer") for design and engineering services for reconstruction of the 0.6 MGB wastewater treatment system facilities; approving and directing authorized city officers, agents and city staff to finalize the contract.
20. **DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-87 APPROVING THE PURCHASE OF A NATURAL GAS BACKUP POWER SYSTEM FOR WELL NUMBER THREE IN THE CITY OF WILLCOX WATER SYSTEM FROM BILL'S PUMP SERVICE; DIRECTING AUTHORIZED CITY OFFICERS AND AGENTS TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION; AND, DECLARING AN EMERGENCY TO EXIST.** Tab 14
 Consideration, discussion/decision regarding Resolution NO. 2012-87 approving the purchase of a natural gas backup power system for well number three in the city of Willcox water system from bill's pump service; directing authorized city officers and agents to carry out the purposes and intent of this resolution
21. **DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-88 APPROVING AND ADOPTING AN NEW JOB DESCRIPTION FOR THE POSITION OF PROGRAM COORDINATOR PURSUANT TO SECTION 208 OF THE EMPLOYEE HANDBOOK AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.** Tab 15
 Consideration, discussion and/or decision regarding Resolution NO.2012-88 as stated, approving and adopting a new job description for the position of Program Coordinator pursuant to section 208 of the Employee Handbook

22. CITY MANAGER REPORTS

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

- **Update** – on Title 11 process.
- **Update-** on Desert Inn Motel **City Hall Closed-** November 12, 2012 observance of Veterans day
- **City Hall Closed-** November 22 & 23, 2012 for Thanksgiving
- **Land Sale** – Closes on November 9, 2012
- **Veteran Parade-** on Monday, November 12, 2012 at 10:00 am
- **Mayor/Manager Luncheon-** November 15, 2012 at 12:00 pm at Manda Le Restaurant in Sierra Vista
- **Special Work Session-** Capital expense needs for Water System & Solid Waste Monday, November 26, 2012 at 6:30 pm.
- **Apple Festival-** November 28 –December 1, 2012 at the Community Center
- **Employee Appreciation Potluck-** December 6, 2012 from 11:00 am-1:00 pm.
- **Work Session-** Monday December 10, 2012 for Sewer System

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

24. 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 REGARDING THE PURCHASE, SALE, OR LEASE OF REAL PROPERTY Tab 16
 Consideration, discussion and/or decision to enter into an Executive Session pursuant to ARS §38-431.03A(1) and (3), as stated, relating to consideration of employee and consultation for legal advice with the attorney(s) of the public body regarding the purchase, sale, or lease of real property.

25. RECESS TO EXECUTIVE SESSION, IF APPROVED

26. RECONVENE FROM EXECUTIVE SESSION

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

28. ADJOURN

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

THE MINUTES OF THE JOINT WORK SESSION OF THE MAYOR AND CITY COUNCIL AND THE PLANNING & ZONING COMMISSION OF WILLCOX, COCHISE COUNTY, AZ HELD ON THIS 9TH DAY OF JANUARY 2012

CALL TO ORDER –Vice Mayor Monika Cronberg called the joint work session meeting to order on Monday, January 09, 2012 at 6:11 p.m.

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

PRESENT

Vice Mayor Cronberg
Councilman Elwood A. Johnson
Councilman Bill Holloway
Councilman Bob Irvin

ABSENT

Mayor Gerald W. Lindsey
Councilman Stephen Klump
Councilman Donahue

STAFF

City Manager Pat McCourt
City Clerk Cristina Garcia Whelan, CMC

PLANNING & ZONING

Chairman Jim Fusco
Vice Chairman Earl B. Goolsby
Commissioner Doyle Miller
VACANT

ABSENT

Commissioner Don Ulses-**Absent**–out-of-town

STAFF

Development Services Jeff Stoddard

PLEDGE OF ALLEGIANCE TO THE FLAG- Vice Mayor Cronberg

DECLARATION ON CONFLICT OF INTEREST-There was no response from Vice Mayor and Council present and P&Z and staff.

ADOPTION OF THE AGENDA

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

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

DISCUSSION REGARDING TITLE 11 ZONING

City Manager Pat McCourt said at the last some reservation on where we were on the process on re-adopting the P&Z element of our City Code. During that discussion we have gone through several work sessions and looked at individual sections and had some discussion on those. Now we are back to look at the entire picture and is this really what we want. Staff is not clear on what direction and need to provide that. Staff indicated we would bring back the entire Code for Mayor and Council to start providing us indications on where they would like to go. Mr. Stoddard then led the discussion with the Council.

Development Services Jeff Stoddard asked what they want to discuss or talk about. The Vice Mayor said perhaps ask questions and then address that question. Mr. Stoddard agreed and he will bring items back to P&Z if they need to make changes. Vice Mayor Cronberg replied the challenge from the previous work session was in trying to balance all of the work that has gone to Title 11 and the intent that the Commission has defined and marry that with Council impressions and keep things moving forward.

Councilman Johnson said example he has is G'Ma D's who was doing business by BuddyZ and now wanting to relocate to corner of Haskell and Maley and costing \$2,000 to have engineering study. Mr. Stoddard explained that is the State Law. All commercial work has to be done by licensed engineer. Mr. Stoddard explained the plans have to go from City to County.

Mr. Fusco stated that there were concerns on landscape and said that granted a lot of the guidelines came from other cities in Arizona and we do live in the desert. We do need to take some conservation steps, however, if necessary to move forward they (P&Z) can amend. We do need some guidelines if people are concerned about vegetation they can amend it, but we have to have something. Mr. Stoddard referred Council and Commission that Residential starts on page 46. Mr. Fusco said

**THE MINUTES OF THE JOINT WORK SESSION OF THE MAYOR AND CITY COUNCIL
AND THE PLANNING & ZONING COMMISSION OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 9TH DAY OF JANUARY 2012**

they can revise the proposal and Willcox needs to move into the 21st Century and not go back. Growth has to be sensible. Mr. Stoddard referred to pages 46-48 and #8 is the definition for minimum landscaping. This is what you have to do, at least it is something. Mr. Fusco added that empty lots or those without landscaping also holds down property values. Mr. Fusco added start cleaning Willcox up and maybe someone would want to move here. Mr. Fusco said again that P&Z is more than happy to negotiate.

Mr. Fusco on the signage issue we have to have guidelines and these are nothing far from other Cities. Councilman Johnson asked how we help those businesses to help them stay alive. Understands it is not our job but if signage is big in size it could help. Mr. Stoddard explained if we allow one person then everyone else would have one and no longer looks Historic. Mr. Fusco said they could place an ad on internet and nothing about that is in this proposal. They can see these things on the Internet and we need to watch what we do in the Historic District to try to keep it like looked in the 1800's. People want to see that and think we are going back in time. The P&Z Commission want to set a path of where they want Willcox to be in the future.

City Manager McCourt asked Mr. Stoddard what Infill provides. Mr. Stoddard read that "open lots within developed areas so long as have water and sewer they get incentive." Also it talks about waive 50% of residential connection fees and waive all sewer connection fees once completed. Infill can be put in Commercial area. Mr. Stoddard explained anything Commercial has to be designed by professional engineer. We could have percentage of fee waived in Historic District. City Manager McCourt stated if he hears Councilman Johnson correctly who ever is doing that improvement in Historic Preservation Zone that maybe the City wants to provide some assistance when redevelop in Historic District similar to Infill Zone. Mr. Stoddard said an incentive could be if moving into the Historic District they could be residential or commercial in that area and each would have different standards. Mr. Stoddard stated he explains all the rules because he wants them to know all the costs before they start anything. Mr. Stoddard said all commercial work that public enters has to be Engineered and plan designed. Mr. McCourt thinks he is hearing from Councilman Johnson that he would like to see the City of Willcox put incentives in when people doing development in our Historic District and Mr. Stoddard added and on existing buildings. Mr. McCourt stated that Arizona has anti-donation clause and have to demonstrate benefit value to the City and Community to offset that. In the Infill District the benefit is the infrastructure is already in place and the City has lower cost. We will have to put on our thinking caps on what the community benefit is.

Councilman Johnson asked how we are going to encourage the lots the City has i.e. in Ironwood to sell and get them developed and on tax rolls. Mr. Stoddard referred to page 95 11-14-10.2 that is State ARS and they have to meet 3-4 requirements. City Manager McCourt suggests could not solve and that is a good subject to send back to P&Z and come back and add it to Title 11 when we can wrestle it out. Mr. Fusco does think there is a lot of wrestling to be done because fees are not there area or expertise. If they want preliminary approval he thinks P&Z will approve it. Thinks document is hung up with something we have no control over. Mr. McCourt said we are not suggesting stop Title 11. The fees: the City charges building fees which cover a variety of topics. If reduce the fees we are then transferring that cost to another section of the community.

Vice Mayor Cronberg asked Council members present if there was anything else? Councilman Johnson believes we need to move Title 11 forward and obtain Council approval.

ADJOURN

Being no further business before the Mayor and Council Vice-Mayor Cronberg adjourned the Work Session at 7:15 p.m.

**THE MINUTES OF THE JOINT WORK SESSION OF THE MAYOR AND CITY COUNCIL
AND THE PLANNING & ZONING COMMISSION OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 9TH DAY OF JANUARY 2012**

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 09th day of January 2012. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 9th day of January 2012

Transcribed Sherry Lynn Van Allen – HR

PASSED, APPROVED AND ADOPTED this 5th day of November 2012.

MAYOR ROBERT A IRVIN

Signed _____

ATTEST:

City Clerk Virginia A. Mefford

**CITY OF WILLCOX
MAYOR AND CITY COUNCIL
REGULAR MINUTES
Tuesday, September 4, 2012
7:00 p.m.
City Council Chambers
300 W. Rex Allen Drive
Willcox, AZ 85643**

1. CALL TO ORDER

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

PRESENT

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

STAFF

City Manager Pat McCourt
City Attorney Ann Roberts
Jake Weaver Chief of Police
City Clerk Virginia A. Mefford
Finance Director Ruth Graham
Library Director Tom Miner
Public Services & Works Director Dave Bonner
Development Services Jeff Stoddard

PLEDGE OF ALLEGIANCE TO THE FLAG – led by Mayor Irvin

CALL TO THE PUBLIC

Sharon Nigh attended the League of Town and cities the people who attended were very professional and thanked Virgie for the quality you bring to the City we would like. We as of today do not have liability insurance for the Rex Allen Days. Please watch this.

DECLARATION ON CONFLICT OF INTEREST

None Declared.

ADOPTION OF THE AGENDA

MOTION: Vice Mayor Holloway moved to adopt the agenda with the removal of items 17-20 relating to Executive Session and moving item 8A to regular agenda **SECOND:** Councilwoman Cronberg seconded the motion. **CARRIED**

PUBLIC HEARINGS, PETITIONS, AND COMMUNICATIONS

Public Hearing: The Mayor and Council will hold Public Hearing on Tuesday, September 4, 2012 at 7:00 p.m., City Council Chambers, 300 W. Rex Allen Drive, relating to:

Liquor Licensed Series #13 for Aridus Winery Company, LLC, new liquor license
OPENED: Public Hearing at 7:10 pm. with no discussion. **CLOSED:** at 7:11 pm.

CONSENT AGENDA

Items that are considered to be routine by the City Council will be enacted by one motion without discussion.

MOTION: Councilwoman Cronberg moved to adopt the Consent Agenda and table item 8A

SECOND: Councilman Goolsby seconded the motion **CARRIED**

MINUTES OF PREVIOUS MEETINGS

~~Regular Meeting April 2, 2012, Special Meetings April 5, 2012, May 7, 2012, July 9, 2012, Work Session August 6, 2012, Regular Meetings August 6, 2012, and August 20, 2012.~~

PRESENTATION/DISCUSSION BY REPRESENTATIVE OF FROM THE WILLCOX HISTORIC THEATER PRESERVATION INC. COMMITTEE

Ms. Berry gave a presentation on the WHTP Inc. When the doors closed in October the WHTP Inc. made an offer in April the museum would not sell or get rid of any contents; we did have some enthusiastic interest about getting the theater re-opened and WHTP Inc. did lots of research and we submitted three grants. We have one that is very interested. We increased our offer to \$35,000 but the museum still said it was not enough. We have exhausted the 120 days of the letter of intent and the roof is leaking and causing more damage; we don't know why the Museum turn their backs on re-opening we as a community we are trying to get this up and running. The museum board stated they have had interest in the theater and WHTP Inc. will support anyone who would like to re-open the theater. WHTP Inc. is very frustrated with the museum board but we will continue to do whatever it takes to get this re-opened.

Councilman Lindsey asked is there anything you are asking for the City of Willcox to do. I understand both sides and I know both sides are working to make this work. I just hope both parties will continue to work thing out. Councilman Goolsby asked is there going to be a time when you, I mean you have been in front of the council even before tonight; at what point would you abandon your efforts. Ms. Berry stated we will not abandon this possibility.

DISCUSSION AND/OR DECISION/DIRECTION REGARDING THE APPLICATION FOR LIQUOR LICENSE SERIES #13 ARIDUS WINERY COMPANY, LLC NEW LICENSE

MOTION: Councilman Johnson moved to approve the application for Liquor License Series #13 Aridus Winery Company, LLC, new license 1126 N. Haskell Avenue, Willcox, AZ **SECOND:** Councilwoman Cronberg seconded the motion.

DISCUSSION: Representative of Aridus explained they have purchased the old Apple Warehouse and we are also going to be bottling. Councilman Lindsey stated it is a great thing to have. Councilman Johnson asked will you be offering wine tasting. Aridus representative stated we have an office on Haskell so the growers can taste their wine we are simply bottling the wine. **CARRIED**

DISCUSSION AND/OR DECISION/DIRECTION REGARDING ACCEPTING A GIFT FROM SSVEC OF 8 COMPUTERS SYSTEMS 4 FOR TEEN USE AND 4 FOR PUBLIC USE

MOTION: Councilman Lindsey moved to accept the gift from SSVEC of eight computers. **SECOND:** Councilwoman Cronberg seconded the motion **DISCUSSION:** Mr. Minor stated they would be purchasing the monitors. **CARRIED**

DISCUSSION AND/OR DECISION/DIRECTION REGARDING RESOLUTION NO. 2012-76, SUPPORTING THE SUNZIA SOUTHWEST TRANSMISSION PROJECT WITH REGARD TO ROUTE 4B OF THE SUNZIA PROPOSED TRANSMISSION LINE AND DIRECTING AUTHORIZED CITY OFFICERS AND AGENTS TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

MOTION: Vice Mayor Holloway moved to approve Resolution No. 2012-76, as stated supporting Sunzia Southwest Transmission Project with regard to Route 4B of the Sunzia Proposed Transmission Line **SECOND:** Councilman Lindsey seconded the motion **DISCUSSION:** SunZia Transmission representatives Ian Calkin and Nancy Jean Welker gave a brief overview on the high voltage transmission that would stretch through NM and Southern AZ. It is hopeful by the end of this year to finish up the project and we get with the State of Arizona for permitting. This will create many jobs and be located off HWY 19; this will create opportunities for Solar. The U of A and UNM stated it would be an economic growth for this area. We hope the City Council will approve this Resolution. Councilman Lindsey asked about the Bowie Power Plant was a natural gas Project and would SunZia not be needed. Mr. Calkin stated this line will run parallel of I-10 this will depend on the BLM or State of Arizona this says will depend on what direction it will run. We are a long way of how the power lines will look; there are a lot of variables on how this will look. Councilman Lindsey and Councilman Goolsby are happy to see them stay away from the San Pedro River. **CARRIED**

DISCUSSION AND/OR DECISION/DIRECTION REGARDING RESOLUTION NO. 2012-77, OPPOSING THE FEDERAL IMPLEMENTATION PLAN ON NITROGEN OXIDES PROPOSED BY THE UNITES STATES ENVIRONMENTAL PROTECTION AGENCY AND DIRECTING AUTHORIZED CITY OFFICERS AND AGENTS TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION

MOTION: Councilman Lindsey moved to approve Resolution No. 2012-77, as stated opposing the Federal implementation plan on nitrogen oxides proposed by the United States environmental protection agency **SECOND:** Councilwoman Cronberg seconded the motion. **DISCUSSION:** Mr. Jeff Oldfather gave a presentation on the talking points in the Council packets. They have spent \$8 million on three upgrades and \$2.5 to \$5million to implement over the next five years. This plant is well operated and most efficiently run organization. We are not opposed to regulation we are opposed to someone putting us out of business. I urge you to consider this. Councilman Lindsey stated the ultimate goal is coal: it is probably the cheapest form of energy. Councilman Goolsby stated we took a class to the National Monument it is a logistic nightmare when were in Massena Point this area was one of the most pristine clear air. Councilman Lindsey stated if EPA should shut you down what is the alternative. Mr. Oldfather stated we could use the natural gas but these units were not designed to support this. **CARRIED**

DISCUSSION AND/OR DECISION/DIRECTION RESOLUTION NO. 2012-78, APPROVING THE APPOINTMENT OF ANN P. ROBERTS, ESQ., TO THE POSITION OF CITY ATTORNEY PURSUANT TO THE ASSIGNMENT OF LEGAL SERVICES CONTRACT APPROVED BY RESOLUTION NO. 2012-74; DIRECTING AUTHORIZED CITY OFFICERS AND AGENTS TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION; AND, DECLARING AN EMERGENCY TO EXIST.

MOTION: Councilman Johnson moved to approve Resolution NO. 2012-78, as stated approving the appointment of Ann Roberts, Esq., as the City Attorney pursuant to the assignment of Legal Services Contract approved by Resolution #2012-74. **SECOND:** Councilman Lindsey seconded the motion. **CARRIED**

REPORTS BY THE CITY MANAGER PAT MCCOURT

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

- **City Hall front desk Closed-** on September 6-7, 2012 for conversion training.
- **Mayor/Manager Luncheon** – Quality Inn - Kiva Room on Thursday, September 20, 2012 at noon - RSVP by September 14, 2012 at Noon.
- **Special Work Session-** Capital needs on Gas System on the Monday, October 22, 2012 at 6:30 p.m.

COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS.

Mayor Irvin stated it was an honor and privilege to attend the League.

Councilman Holloway enjoyed the Conference and made some contacts on Economic Development.

Councilwoman Cronberg asked for follow up information on the Golf Course Mr. McCourt stated staff will bring up some minor adjustments on this.

Councilman Goolsby stated I was extremely honored, there was an awesome level of professionalism and they were there to make the things better.

Councilman Lindsey stated he enjoyed the Conference and enjoyed the information presented, on the Economic Development. I am sure Sue would come over from Sierra Vista to provide input on this.

Councilman Nigh stated I was able to attend three seminars on the Waste Water Treatment one was from Kingman, Scottsdale Waste Water Treatment Plant they provide all the water to 20 Golf Courses he did get the business card form this event and will keep in touch.

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(1) and (3), as stated, relating to consideration of employee and 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 and/or consultation for legal advice from City Attorney.~~

ADJOURN- with no further discussion adjourned at 8:14 pm.

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the special meeting of the City Council of the City of Willcox held on the 4th day of September 2012. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 4th day of September 2012

City Clerk Virginia A. Mefford

PASSED, APPROVED AND ADOPTED this 5th day of November 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
HELD ON THIS 17th DAY OF SEPTEMBER 2012**

CALL TO ORDER- Mayor Bob Irvin called the work session meeting to order on Monday, September 17, 2012 at 6:00 p.m. and welcomed everyone in attendance

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

PRESENT

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

STAFF

City Manager Pat McCourt
City Clerk Virginia A. Mefford
City Attorney Ann P. Roberts
Finance Director Ruth Graham
Public Services & Works Director Dave Bonner
Development Services Jeff Stoddard
Library Director Tom Miner

ABSENT

Councilwoman Cronberg- Excused

PLEDGE OF ALLEGIANCE TO THE FLAG lead by Mayor Irvin

DECLARATION ON CONFLICT OF INTEREST

None Declared

ADOPTION OF THE AGENDA.

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

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

DISCUSSION REGARDING PARK FEES

Mr. Bonner explained the Park Fees the Council asked to be reworked. Mr. Bonner went through the pages in the back-up. Council asked if there was any usage fee now. Mr. Bonner stated there were no usage fees at this time only an application fee of \$50.00. Mr. Bonner explained line by line on the Rodeo Ground fees that have been charged in the past. He asked the Council if they had any questions. Councilman Johnson asked how the charges going to be managed. Are we going to put someone in charge of this and ensure everything is going to be checked? For example if someone reserves it on Friday and then someone comes in behind them and uses it and trashes it, who will be the one managing this? Because, if no one checks on it until Monday; how are you going to assess the deposit because someone could have used it between those times? Mr. Bonner stated this is something we are looking into. He then explained that the reason the lights are more expensive at Quail Park is because it represents two fields. Mr. Goolsby asked does that explain why the difference on cost at the Rodeo grounds is because of the usage is dependent on the event. Mr. Bonner stated yes. Council asked have you done a cost analysis on this to see if you recover your cost. Mr. Bonner stated it would not recover all the cost but it would help off set it, this is why the staff is asking to establish a fee structure to help. Mr. Goolsby stated you just said something that makes this right "fee structure"; the council could waive the fee. Mr. Bonner stated with so many fee waivers in the past I would rather have a fee structure so we wouldn't have the fee waiver process. Councilman Johnsons stated we do have a list of regular fees we waive is this a question of generating revenue or off setting cost. Mr. Bonner stated we have not had a quorum for Parks and Recreation because we need to have at least three members that live within the cit limits and the meetings we were having were more of how are we going to go about the fee schedule. Councilman Johnson stated if we are going to have a fee structure we need have one specific person to run it. Mr. Bonner stated we are already doing the reservation and making sure it is ready for the scheduled time. Councilman Johnson stated we should just charge a flat rate and leave it. City Manager McCourt stated I keep hearing we need to run this like a business. This is not what we are talking about; we are trying to identify the individuals who are specifically requesting for their use not the public use. The general public shouldn't need to pay to use the public parks.

**THE MINUTES OF THE WORK SESSION OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 17th DAY OF SEPTEMBER 2012**

Councilman Johnson asked what it would cost to install a swipe card to pay for the electricity. Mr. Bonner stated it would cost about \$2500. Mr. Lindsey stated I have a problem not charging the fee at Keiller Park it doesn't have to be excessive or anything and we should give the children a break to use it. Mr. Bonner stated we did give the children a break we cut their fees in half. He gave some comparisons to the Council of the Rodeo Grounds with various other towns that have one. Mr. Ward stated if someone is making a profit then they should pay to use the facilities. Mr. Bonner explained the City has to work over at the rodeo ground right before each event to get it prepared the cost is \$150. Councilman Johnson asked for a summary of cost analyses to maintain it. Councilman Goolsby stated I agree with Councilman Johnson, I have heard of people not receiving their deposit back, but I also agree with Vice Mayor Holloway it shouldn't cost community members to use the public parks. What we should do is call it a fee/deposit and be done with it. Mr. Bonner stated if we could do a non-refundable deposit it would be a lot better. On the Quail, Keiller and Railroad Parks it would be a non-refundable fee. Councilman Lindsey stated it wouldn't hurt to have a sign up that stated this is reserved from this time to that time. Councilman Johnson stated again, it goes back to management. City Manager McCourt stated we will have the occasion where someone will not play by the rules and the police will have to be called. Community member Mr. Paul Sheets stated I was at one of the City of Marana parks and I observed there were multiple signs around, there were city employees working, emptying trash and coming up to you to ensure you had the paperwork to have that facility, there is a lot of leg work that needs to be done to make this work. Mr. Trevor Ward stated I am here as a member of the community and not as a judge, and stated I'm pretty sure my tax dollars pay for a portion of the park and recreation. If I am making a profit for using the facilities I don't mind paying a fee, but for the youth groups to use it I don't think they should be charged. Little League is open to all youths up to the ages of 17 years old. It is a community event we don't charge for attendance. City Manager McCourt stated the fees discussed would not come close to covering the cost of operations of the various parks. Mayor stated we are out of time and we need to adjourn the work session and continue at a later time.

ADJOURN

Being no further business before the Mayor and Council Mayor Irvin adjourned the Work Session at 6:57 p.m.

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the special meeting of the City Council of the City of Willcox held on the 17th day of September 2012. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 17th day of September 2012

City Clerk Virginia A. Mefford

PASSED, APPROVED AND ADOPTED this 5th day of November 2012.

MAYOR ROBERT A IRVIN

Signed _____

ATTEST:

City Clerk Virginia A. Mefford

**CITY OF WILLCOX
MAYOR AND CITY COUNCIL
REGULAR MINUTES
Tuesday, September 17, 2012
7:00 p.m.
City Council Chambers
300 W. Rex Allen Drive
Willcox, AZ 85643**

1. **CALL TO ORDER**

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

PRESENT

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

STAFF

City Manager Pat McCourt
City Attorney Ann P. Roberts
Jake Weaver Chief of Police
City Clerk Virginia A. Mefford
Finance Director Ruth Graham
Library Director Tom Miner
Public Services & Works Director Dave Bonner
Development Services Jeff Stoddard

ABSENT

Councilwoman Monika Cronberg-Excused

PLEDGE OF ALLEGIANCE TO THE FLAG – led by Mayor Irvin

CALL TO THE PUBLIC

Mr. Telles addressed the Council regarding the Rex Allen Museum and the Rex Allen Theater. He stated the Museum was given an offer and was not comfortable with it and they are still in talks with the other group and will address this further at the next Museum meeting they will have later this week, but just wanted to update the council of what has transpired.

Ms. Terri Rowden introduced herself stated we are non profit organization that would like to purchase the Rex Allen Theater and our mission is to provide and revive the Rex Allen Downtown area. We are trying to provide a growth for the community art group. We are trying to target the youth in the community to give them a place to thrive and to be a catalyst for the growth of the community. The Historical preservation committee would like to have a work session with the Council in the near future.

Daniel Nix addressed the council regarding the alley behind where he lives. He stated the area is not taken care of and the weeds are fairly high and he provided council with photos of the alley. He would like to put a fence accessible to the utilities. He would like to request to be on the agenda for this purpose.

DECLARATION ON CONFLICT OF INTEREST. None declared.

ADOPTION OF THE AGENDA

MOTION: Councilman Johnson moved to adopt the agenda as presented. **SECOND:** Vice Mayor Holloway 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.

MOTION: Councilman Johnson moved to adopt the Consent Agenda

SECOND: Councilman Lindsey seconded the motion **CARRIED**

MINUTES OF PREVIOUS MEETINGS

Regular Meeting April 2, 2012, Special Meetings April 5, 2012, May 7, 2012, July 9, 2012, Work Session August 6, 2012, Regular Meetings August 6, 2012, and August 20, 2012.

DISCUSSION AND/OR DECISION/DIRECTION REGARDING STREET CLOSURE FOR VETERANS DAY PARADE, RAILROAD AVENUE FROM FREMONT TO MALEY

MOTION: Councilman Johnson moved regarding street closure for Veterans Day Parade, Railroad Avenue from Fremont to Maley. **SECOND:** Vice Mayor Holloway seconded the motion **DISCUSSION:** Johnson asked a group if they are going to have just as nice of display as last year and the group stated we hope so. **CARRIED**

REX ALLEN DAYS PARADE STREET CLOSURES DESIGNATED FOR PARADE ON SATURDAY OCTOBER 6th. (ORIGINAL PARADE ROUTE CLOSURES)

MOTION: Councilman Johnson moved Regarding the Requests by Rex Allen Days, Inc. For The 61st Annual Rex Allen Days Parade Street closures designated for parade on Saturday October 6th. (Original Parade Route closures) **SECOND:** Vice Mayor Holloway seconded the motion

DISCUSSION: Mr. Telles stated this parade may be the death of me, but Rex Allen Day's committee has been working diligently with ADOT. We sent them both routes and they came back with accepting both routes for a \$2,000,000 liability insurance and because of this; we want to move the parade route back to the original route. City Manager McCourt stated I received an email from the Chamber of Commerce to modify the times of the closure and asked Mr. Telles if had seen the email. Mr. Telles stated he has not and one of the Councilmen handed him a copy to read. Councilman Johnson asked will your insurance cover the extended time. Mr. Telles stated no it only covers until 1:00 pm. City Manager stated thank you for clearing that up for us, we will inform Chamber of Commerce they will need to get this taken care of, if they choose to extend the closure. **CARRIED**

DISCUSSION AND OR DECISION/DIRECTION REGARDING APPOINTMENT OF TIM CHARLEY TO THE PARKS & RECREATION ADVISORY COMMITTEE TO FILL UNEXPIRED TERM VACATED BY CODY BOWMAN, TERM TO EXPIRE 12-31-2014.

MOTION: Councilman Johnson moved regarding appointment of Tim Charley to the P&R Advisory Committee to fill the unexpired term vacated by Cody Bowman, term to expire 12-31-2014. **SECOND:** Councilman Lindsey seconded the motion. **DISCUSSION:** None. **CARRIED**

DISCUSSION AND/OR DECISION/DIRECTION REGARDING TO WAIVE OUR SHARE OF JUVENILE ACCOUNTABILITY BLOCK GRANT TO COCHISE COUNTY

MOTION: Councilman Johnson moved regarding to waive our share of juvenile accountability block grant to Cochise County. **SECOND:** Councilman Lindsey seconded the motion **DISCUSSION:** None **CARRIED**

DISCUSSION AND/OR DECISION/DIRECTION REGARDING ON DONATION OF MATERIALS AND LABOR TO CONSTRUCT A WILDLIFE OBSERVATION PLATFORM LOCATED ADJACENT TO THE GOLF COURSE

MOTION: Councilman Johnson moved regarding on donation of materials and labor to construct a wildlife observation platform located adjacent to the golf course. **SECOND:** Councilman Lindsey seconded the motion, **motion Died on the floor due to no vote.** **DISCUSSION:** City Manager stated it also includes the City to add some cost on this. Lindsey asked why a survey was need of this to build this. Mr. Bonner stated it is a small portion of the property is owned by a private citizen. Councilman Johnson Amend original motion on donation of materials and labor to construct a wildlife observation platform located adjacent to the golf course to included the City cost. **SECOND:** by Vice Mayor Holloway. **CARRIED**

DISCUSSION AND/OR DECISION/DIRECTION REGARDING RESOLUTION NO. 2012-79, AS STATED, A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, "CITY", REAFFIRMING RESOLUTION NOS. 2012-71 AND 2012-72, REGARDING THE GRANTING AND RENEWAL OF A FRANCHISE AGREEMENT TO SULPHUR SPRINGS VALLEY ELECTRIC COOPERATIVE, INC., AN ARIZONA CORPORATION, PROVIDING FOR THE PUBLICATION OF THE PROPOSED FRANCHISE AGREEMENT AND DIRECTING AUTHORIZED CITY OFFICERS AND AGENTS TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

MOTION: Councilman Johnson moved regarding Resolution No. 2012-79, as Stated, a resolution of the mayor and council of the City of Willcox, Cochise County, Arizona, "City", reaffirming resolution nos. 2012-71 and 2012-72, regarding the granting and renewal of a franchise agreement to Sulphur Springs Valley Electric Cooperative, Inc., an Arizona corporation, providing for the publication of the proposed franchise agreement and directing authorized city officers and agents to carry out the purposes and intent of this resolution. **SECOND:** Councilman Lindsey seconded the motion **DISCUSSION:** None **CARRIED**

DISCUSSION AND/OR DECISION/DIRECTION REGARDING RESOLUTION NO. 2012-80, AS STATED, APPROVING AND ACCEPTING PAYMENT IN THE AMOUNT OF \$8,355.14 FROM VALLEY CONNECTIONS, L.L.C., AS PAYMENT IN FULL FOR ALL TAX FEES DUE FOR THE TIME PERIOD FROM JANUARY 1, 2006 THROUGH JUNE 30, 2012 AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION.

MOTION: Councilman Johnson moved regarding Resolution No. 2012-80 As Stated, approving and Accepting payment in the amount of \$8,355.14 from Valley Connections, L.L.C., as payment in full for all tax fees due for the time period from January 1, 2006 through June 30, 2012 and authorizing the mayor to execute this resolution. **SECOND:** Councilman Lindsey seconded the motion

DISCUSSION: Mr. Troy Judd of Valley Connections, LLC stated they have many franchises and they have been doing self audit and realized they were not paying on the cable part and the telephone franchise we over collected and the net about was the \$8,355 and we wanted to settle up with this amount we would like to do this on a quarterly basis instead of the sales tax process. **CARRIED**

DISCUSSION AND/OR DECISION/DIRECTION RESOLUTION NO. 2012-81 AS STATED, APPROVING AND ADOPTING SECTION 317, ENTITLED "SUPPLEMENTAL BENEFITS FOR INJURED PUBLIC SAFETY EMPLOYEES", AS AN ADDITION TO THE "CITY OF WILLCOX EMPLOYEE HANDBOOK"; ESTABLISHING THE EFFECTIVE DATE; AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY.

MOTION: Councilman Johnson moved regarding Resolution No. 2012-81, as Stated, approving and adopting section 317, entitled "supplemental benefits for injured public safety employees", an addition to the "city of Willcox employee handbook"; establishing the effective date. **SECOND:** Councilman Goolsby seconded the motion

DISCUSSION: Lindsey asked I don't understand this other than it was handed down by the legislature, do we have a choice. City Manager stated no we don't have a choice it is a mandate and we may have an impact on our budget we will make this up we hope through the workman's comp. **CARRIED**

REPORTS BY THE CITY MANAGER PAT MCCOURT

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

- **Mayor Manager Luncheon** – Quality Inn - Kiva Room on Thursday, September 20, 2012 at noon
- **City wide clean-up**- September 29, 2012
- **City Manager gone to ICMA**- October 6-10, 2012
- **City Manager Vacation**- October 12, 2012
- **Special Work Session**- Capital needs on Gas System on the Monday, October 22, 2012 at 6:30 p.m.
- **Jury Duty**- I was selected to jury duty.

COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS.

Councilman Holloway stated I am proud the parade route went back to the original route.

Councilman Lindsey stated I am happy the parade route is back to the original route and I'm glad things worked out.

Councilman Johnson asked for an update on the burnt down hotel.

Councilman Nigh stated he was relived the R.A.D had all there ducts in a row with the Parade route and looking forward to hear about the burnt down hotel.

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 REGARDING THE PURCHASE, SALE, OR LEASE OF REAL PROPERTY

MOTION: Councilman Johnson moved to enter into an Executive Session pursuant to ARS §38-431.03A(1) and (3), as stated, relating to consideration of employee and consultation for legal advice with the attorney(s) of the public body regarding the purchase, sale, or lease of real property. **SECOND:** Vice Mayor Holloway seconded the motion. **CARRIED**

RECESS TO EXECUTIVE SESSION, IF APPROVED at 7:43 pm.

RECONVENE FROM EXECUTIVE SESSION 8:30 pm.

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

MOTION: Councilman Johnson moved to give staff direction for easement on the property and go out for proper bid and advertise with no minimum bid per executive session **SECOND:** by Vice Mayor Holloway. **3 AYES**-Councilmen Johnson, Councilman Goolsby, and Councilman Nigh and **3 NAYS:** Mayor Irvin, Councilman Lindsey, and Vice Mayor Holloway. **3 to 3 FAILED**

MOTION: Vice Mayor Holloway moved to give Direction to staff with no minimum bid to be postponed a week later and easement for shared property **SECOND:** by Councilman Lindsey **DISCUSSION:** Mr. Lindsey stated he would like a minimum bid for \$135,000. Ms. Roberts stated we have a motion on the floor. Mayor Irvin called for a vote **3 AYES**- Mayor Irvin, Councilman Lindsey, and Councilman Nigh and **3 NAYS**- Vice Mayor Holloway, Councilman Johnson, and Councilman Goolsby. **3 to 3 FAILED**

MOTION: Vice Mayor Holloway moved to direct staff to provide easement on that property **SECOND:** Councilman Johnson. **CARRIED**

MOTION: Vice Mayor Holloway moved to extend the due date to November 9 **SECOND:** Councilman Lindsey. **CARRIED**

MOTION: Mayor Irvin moved to have a minimum bid of \$135,000 **SECOND:** Councilman Lindsey. **DISCUSSION:** Councilman Goolsby asked why this number. Councilman Lindsey stated he has looked at it with a broker price opinion of it. I have looked at the area, building and the condition and I feel that is a fair number for a minimum bid; I hope it goes higher and I suspect that it will. Vice Mayor Holloway stated with the minimum bid of \$135,000 it seems as if we don't value that property. Councilman Goolsby stated I feel the same way. Councilman Holloway stated I want people to know it is a prime piece of property. Councilman Goolsby stated he feels the same way. Councilman Holloway stated it has an appraised value of \$168,000. Councilman Johnson stated that was where he was at. City Manager McCourt stated we are going to have sealed bids and to have a minimum bid they know they will have to bid what they think that property is worth to capture it. Councilman Lindsey stated all this does is keep the \$80,000 to \$90,000 bids out of the bids and then to have to turn around and start over. Councilman Goolsby asked would you entertain to compromise somewhere in the middle of \$135,000 and \$168,000 and do \$150,000. Councilman Lindsey stated it would be delaying the process but I would go with it, I'm just giving you my opinion. Councilman Johnson asked City Attorney Roberts if we receive a bid that is less than what the Council is looking for, we don't have to accept the bid. City Attorney Roberts stated it is the council's decision to accept the bid or none of these bids are comparable, my concern is, if we do a minimum bid of \$135,000 and someone was think of bidding \$225,000 and with the minimum bid of \$135,000 they my bid lower we loose out. Councilman Holloway had the same concern. Councilman Johnson stated for the record and for public information it was the appraised at \$228,000 and because of the sewer situation it appraised at \$168,000. Councilman Nigh stated the property in Willcox has not accelerated in value as in other different areas so it is a different situation. I yield with Councilman Lindsey as he has the experience in this area. Councilman Johnson stated I agree with you there but how often do you get to sell property by the interstate. Vice Mayor Holloway asked for the Mayor to call for the vote. **2 AYES:** Mayor Irvin and Councilman Lindsey **4 NAYS:** Vice Mayor Holloway, Councilman Johnson, Councilman Goolsby, and Councilman Nigh. **2 to 4 FAILED**

MOTION: Vice Mayor Holloway moved to set minimum bid at \$158,000 **SECOND:** Councilman Johnson. **DISCUSSION:** Councilman Lindsey stated he was apposed to it if you are going to set a minimum bid it should be realistic if not we should just go with no minimum bid. Mayor Irvin called for a vote **3 AYES:** Vice Mayor Holloway, Councilman Johnson, and Councilman Goolsby, **3 Nays:** Mayor Irvin, Councilman Lindsey and Councilman Nigh. **3 to 3 FAILED**

MOTION: Mayor Irvin moved to have no minimum bid **SECOND:** Councilman Lindsey. **CARRIED**

ADJOURN at 8:45 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 17th day of September 2012. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 17th day of September 2012

City Clerk Virginia A. Mefford

PASSED, APPROVED AND ADOPTED this 5th day of November 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
HELD ON THIS 1st DAY OF OCTOBER 2012**

CALL TO ORDER- Mayor Bob Irvin called the work session meeting to order on Monday, October 1, 2012 at 6:00 p.m. and welcomed everyone in attendance

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

PRESENT

Mayor Robert A. Irvin
Vice Chairman Bill Holloway
Councilman Gerald W. Lindsey at 6:11 pm
Councilman Elwood A. Johnson arrived at 6:11 pm
Councilwoman Monika Cronberg
Councilman Earl Goolsby
Councilman William "Bill" Nigh

STAFF

City Manager Pat McCourt
City Clerk Virginia A. Mefford
City Attorney Ann P. Roberts
Finance Director Ruth Graham
Public Services & Works Director Dave Bonner
Development Services Jeff Stoddard
Library Director Tom Miner

ABSENT

Councilman Gerald W. Lindsey- Excused

PLEDGE OF ALLEGIANCE TO THE FLAG lead by Mayor Irvin

DECLARATION ON CONFLICT OF INTEREST

None Declared

ADOPTION OF THE AGENDA.

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

SECONDED: Vice Mayor Holloway seconded the motion. **DISCUSSION:** None **CARRIED.**

DISCUSSION REGARDING PARK FEES

Mr. Bonner explained briefly the basic premise the City would like to follow is the Community Center Fees. It is not to pay for all the cost but to capture some of the cost. There were three layers of types of users. Application fee, user fee plus half of fees proposed. He explained the ordinance; it basically says they are responsible. Council asked the department or actual user. Mr. Bonner stated the actual user. Mayor Irvin asked are the deposits returned. Mr. Bonner stated only if the Council waives the fees. Councilman Nigh stated you mentioned last meeting the cost was worked in. Mr. Bonner stated it is worked in at the Rodeo Arena for the preparation of the grounds. Councilman Nigh stated at the baseball fields I don't think all the fees should be given back, same with the arena. Vice Mayor stated you know how much \$150 pays for. City Manager McCourt asked if the city employee works outside of work time was this built in to the equation. Mr. Bonner stated not all of this was covered. Councilman Goolsby asked about regular time versus overtime is that per hour? Mr. Bonner stated it is per hour, if we know in advance what it is going to take place, we can have them work less say on Friday to make up the time worked on Saturday. Councilwoman Cronberg asked like flextime. Mr. Bonner stated yes. Councilwoman Cronberg asked was there discussion from the other meeting if someone reserves it will actually get to use it. Mr. Bonner stated yes there was, we have said if they have paperwork in hand then they have the right to use it. We have not had any of these problems in the past. Councilwoman Cronberg asked about the cleaning deposit, what if I know it was cleaned when I left, how do you know if someone didn't come behind me and made a mess, are we going to hire someone to monitor this? Mr. Bonner stated it was not our intention to do this. Council asked If someone comes in that represents the community, what kind of extra layer is there going to be? Is it going to be up to the front desk, or the council to decide? Mr. Bonner stated it will go to the front desk, Oscar, or me. I really don't have an answer to that at this time. Mayor Irvin asked will we have posters posted. Mr. Bonner stated we would have some laminated posters to put up. Councilwoman Cronberg asked about if someone has a reservation and they are not using it will they have the option to turn it over to someone who will use it. Mr. Bonner stated if it is reserved it is not up to him to decide, it would be up to the individual who reserved it to decide. Councilwoman Cronberg stated there are some that have reserved it and not used it. Mr. Bonner stated if there were fees this may be a deterrent for them hold the facilities. Vice Mayor Holloway

**THE MINUTES OF THE WORK SESSION OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 1st DAY OF OCTOBER 2012**

stated they may not want to hold the facilities, if they have to pay lets say through August. Mr. Bonner stated we could do a block of fees for leagues. Councilwoman Cronberg stated that would make more sense. Mr. Bonner stated it would be Daily, weekend, or seasonal. Councilman Johnson asked do you have timers on the lights. Mr. Bonner stated we do on all of them except field 3. Councilman Nigh asked will the fees go up with the electrical charges going up. Mr. Bonner stated it will and explained the electrical charge per hour. Vice Mayor stated we could not charge for the whole cost if it is a community event. Mr. Bonner stated it would be an off set, and stated we would have to do routine maintenance on the lights for example, replacing the lights. Councilwoman Cronberg stated when we were talking about the community Center there was some donations where this also worked into the equation of the fee schedule. Mr. Bonner stated yes we did. Councilman Johnson stated a lot of kids can't afford to pay and the coaches may not be able to pay with paying out on everything else, we will have an issue there. Also, If someone reserves the park on Friday and no one checks it till Monday how do you know if someone else used it or left the lights on. Mr. Bonner stated we could install timers to turn off the lights. We do have a timer where we have them automatically set to shut off at 11:00 pm as that is when the parks are closed, we could install some strobe light to indicate the lights are going off. Councilman Johnson stated we don't have a comparison as the Community Center not has been used. Mayor Irvin asked is there any more discussion. Mr. Tim Charley introduced himself; I work at SSVEC and thanked the Council for having him on the P & R. City Manager stated my recommendation is posting this before we make any decision and letting the community be aware and have some input. We will not have to have a meeting until this time.

ADJOURN

Being no further business before the Mayor and Council Mayor Irvin adjourned the Work Session at 6:42 p.m.

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the special meeting of the City Council of the City of Willcox held on the 1st day of October 2012. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 1st day of October 2012

City Clerk Virginia A. Mefford

PASSED, APPROVED AND ADOPTED this 5th day of November 2012.

MAYOR ROBERT A Irvin
Signed _____

ATTEST:

City Clerk Virginia A. Mefford

**THE MINUTES OF THE REGULAR SESSION OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 1st DAY OF OCTOBER 2012**

CALL TO ORDER- Mayor Bob Irvin called the regular session meeting to order on Monday, October 1, 2012 at 7:00 p.m. and welcomed everyone in attendance

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

PRESENT

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

STAFF

City Manager Pat McCourt
City Clerk Virginia A. Mefford
City Attorney Ann Roberts
Finance Director Ruth Graham
Public Services & Works Director Dave Bonner
Development Services Jeff Stoddard
Library Director Tom Miner

ABSENT

Councilman Gerald W. Lindsey- Excused

PLEDGE OF ALLEGIANCE TO THE FLAG lead by Mayor Irvin

DECLARATION ON CONFLICT OF INTEREST

None Declared

ADOPTION OF THE AGENDA.

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

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

CONSENT AGENDA

MOTION: Vice Mayor Holloway moved to adopt the consent agenda as presented.

SECONDED: Councilwoman Cronberg seconded the motion. **CARRIED**

MINUTES OF PREVIOUS MEETINGS

Minutes approve on consent agenda.

Special Meeting- May 31, 2011 and May 30, 2012

JT Work Sessions – August 8, 2011

Work Session- May 21, 2012 and September 4, 2012

**DISCUSSION AND/OR DECISION REGARDING WILLCOX WINE COUNTRY REQUEST FOR LIQUOR
LICENSE APPLICATION APPROVAL FOR WINE VENDORS AT WINE FESTIVAL OCTOBER 20 AND 21, 2012**

MOTION: Councilman Johnson moved to approve the Willcox Wine Country request for Liquor License application approval for wine vendors at Wine Festival in Railroad Park on October 20 and 21, 2012.

SECONDED: Councilwoman Cronberg seconded the motion. **CARRIED**

**DISCUSSION/DECISION REGARDING WILLCOX WINE COUNTRY FESTIVAL REQUEST FOR A
WAIVER FOR GLASS CONTAINERS IN RAILROAD PARK**

MOTION: Councilman Johnson moved to approve the Willcox Wine Country Festival request for a Waiver for Glass Containers in Railroad Park

SECONDED: Councilwoman Cronberg seconded the motion. **CARRIED**

**THE MINUTES OF THE REGULAR SESSION OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 1st DAY OF OCTOBER 2012**

**STREET CLOSURE REQUEST BY WILLCOX CHAMBER OF COMMERCE AND AGRICULTURE FOR SATURDAY
OCTOBER 6, 2012 ON RAILROAD AVENUE FROM STEWART ST TO MALEY ST. FOR REX ALLEN DAYS**

MOTION: Councilman Johnson moved to approve a street closure request by the Willcox Chamber of Commerce and Agriculture for Saturday, October 6th, 2012 on Railroad Avenue from Stewart St. to Maley St. for Rex Allen Days.

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

AMEND MOTION; Councilman Johnson to include October 5 & 6, 2012

SECOND: Vice Mayor Holloway. **CARRIED**

**DISCUSSION AND/OR DECISION/DIRECTION REGARDING FINAL BID PACKAGE ON PROPERTY ON
CIRCLE I ROAD.**

MOTION: Councilman Johnson moved to approve the final package on property on Circle I Road.

SECONDED: Councilwoman Cronberg seconded the motion. **CARRIED**

**DISCUSSION AND/OR DECISION/DIRECTION REGARDING APPROVAL TO SPEND USDA GRANT FUNDS TO
PURCHASE A LOSS PREVENTION DETECTION SYSTEM FOR THE LIBRARY**

MOTION: Councilman Goolsby moved to approve to spend USDA Grant Funds to purchase loss prevention detection system for the library.

SECONDED: Mayor Irvin seconded the motion. **DISCUSSION:** Nigh asked if it was a moving camera. Mr. Minor stated yes it is, and referenced the staff back-up, and included, this company was the only with sufficient amount. He recommended the Council approve this item. Councilman Johnson asked if this was an enhancement. Mr. Minor stated yes it is, we received a large grant to purchase this security system, to not burden the tax payers, and it will deter the theft. Vice Mayor asked is this a non bidding contractor. City Manager stated we will post for bidding on this. **CARRIED**

REPORTS BY THE CITY MANAGER PAT MCCOURT

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

- **Cowboy Hall of Fame-** Dinner will be on October 4, 2012 at 6:00 pm.
- **Rex Allen Days-** October 6-7 Parade on October 6, 2012 at 10:00 am.
- **City Manager gone to ICMA-** October 6-10, 2012 Chief Weaver will be here to take on the responsibility.
- **Annual Audit-** October 11 and 12, 2012 for year end June 30, 2012.
- **City Manager Vacation-** October 12, 2012 Chief Weaver will be here to take on the responsibility.
- **Jury Duty-** City Manager on standby October 16, 2012
- **Wine Festival-** October 20 and 21, 2012 at Railroad Park.
- **Special Work Session-** Capital expense needs Gas System Monday, October 22, 2012 at 6:30 p.m.
- **New Business in town-** Southwest Irrigation
- **Possible Special Meeting-** with Rex Allen Theater Group for funding to present a proposal to Council, maybe next Council meeting. Vice Mayor Holloway stated a half hour on October 15, 2012 at 6:30 pm.

COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS.

No Council commits at this time.

~~**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 REGARDING THE PURCHASE, SALE, OR LEASE OF REAL PROPERTY**~~

~~Consideration, discussion and/or decision to enter into an Executive Session pursuant to ARS §38-431.03A(1) and (3), as stated, relating to consideration of employee and consultation for legal advice with the attorney(s) of the public body regarding the purchase, sale, or lease of real property.~~

~~No motion on the floor to move into executive session.~~

~~**RECESS TO EXECUTIVE SESSION, IF APPROVED**~~

**THE MINUTES OF THE REGULAR SESSION OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 1st DAY OF OCTOBER 2012**

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 and/or
consultation for legal advice from City Attorney.

ADJOURN

Being no further business before the Mayor and Council Mayor Irvin adjourned at 7:15 p.m.

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the special meeting of the City Council of the City of Willcox held on the 1st day of October 2012. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 1st day of October 2012

City Clerk Virginia A. Mefford

PASSED, APPROVED AND ADOPTED this 15th day of October 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
HELD ON THIS 15th DAY OF OCTOBER 2012**

CALL TO ORDER- Mayor Bob Irvin called the work session meeting to order on Monday, October 15, 2012 at 6:30 p.m. and welcomed everyone in attendance

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

PRESENT

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

STAFF

City Manager Pat McCourt
City Clerk Virginia A. Mefford
City Attorney Ann P. Roberts
Finance Director Ruth Graham
Public Services & Works Director Dave Bonner
Development Services Mr. Stoddard
Library Director Tom Miner

ABSENT

PLEDGE OF ALLEGIANCE TO THE FLAG lead by Mayor Irvin

DECLARATION ON CONFLICT OF INTEREST

None Declared

ADOPTION OF THE AGENDA.

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

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

DISCUSSION ON HISTORICAL THEATER PRESERVATION INC

Ms. Gayle Berry gave an update on the Rex Allen Theater. The theater group has offered \$50,000 to the museum and it was accepted. It will take a little more of a down payment and a higher interest rate but it will be workable. We do have a lease with the Museum so we can get into the theater building and an agreement to start fixing it. We were in there at 8:30 this morning and everything seems to work and do not see any major problems. This is 180% from where we were before. Sam Pillsbury who is a winemaker and film-director will be showing a family – friendly movie as a fundraiser. There will be no admission fee; it will be donations only, Saturday, October 20, 2012. This will give us a little test to ensure everything does work. The down payment is double than expected; it is \$6000 instead of \$3000. She explained what needs to be paved and that a wooden ramp would be removed. We have found out other interested things i.e., we have had some sponsors who have paid in advance to have advertisement before the theater closed and we feel we can fulfill that responsibility, but it doesn't bring in any revenue immediately. Bottom line we have more anticipated cost as in construction costs and the paid advertisement to deal with. Ultimately will we get this going? Yes. Will this open before the holiday moves come out? Probably not. There are many things and we have to do, and we have to the down payment before we can open it. Councilman Lindsey asked if they are considering extending the block program the museum uses to continue the walkway. Ms. Berry stated we have not considered this, as of yet, but it is a possibility. Mr. Lindsey asked where you stand as far as the ticket booth. Ms. Berry replied, while we are leasing the theater we will be using the ticket booth. Once the Pedro place is gone we will be selling at the door for the short term. Councilman Johnson asked Mr. Stoddard if there are going to be permits for the walkway. Mr. Stoddard replied, there will be for the demolition a fee of \$50, but as far as the walkway, as long as they keep the fence at a four-foot level there is no fee. Councilman Holloway asked how long it will take to have a movie. Ms. Berry stated around Thanksgiving time, if we can get over the hump; if we had around \$15,000 would be home free. Councilwoman Cronberg asked what you see as a role of the City of Willcox. Ms. Berry stated to help us financially. Councilwoman Cronberg stated you have done a lot of research on this. Ms. Berry stated if you could give us some support it would be great to promote this theater for example: a dinner theater, drama club and live entertainment. We are actively promoting this to other outlying area. Councilwoman Cronberg stated if the Council could have discussion on how the City of Willcox may be able to help out financially. Ms. Berry stated this theater is Self-sustainable, on an operational basis. Councilman Goolsby stated you mentioned live entertainment, what kind of design are you

**THE MINUTES OF THE WORK SESSION OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 15th DAY OF OCTOBER 2012**

going to have? Are you going to convert one for the live entertainment or keep two screens? Ms. Berry stated the initial plan is to keep both screens and use the bigger theater for movies and the smaller one for other entertainment, one weekend out of the month. We will show firsts-run and second-run moves. Councilwoman Cronberg stated it is great to see and exciting, all it takes is the willingness of the community and stepping outside the box. Ms. Berry stated it were the community that made all of this happen; people really wanted this. Councilman Goolsby stated what you said about the diversity and variety and like Councilwoman Cronberg mentioned, it gets exciting. Ms. Berry stated we will learn what works and what doesn't during this process. Councilman Lindsey asked if this could come back as an agenda item where we can discuss it further. Councilwoman Cronberg stated this is definitely worthy of our attention; it definitely affects everyone in the community. Mayor Irvin asked that item gets on the next agenda. City Manager stated yes, we will put on the November 5, 2012 agenda.

ADJOURN

Being no further discussion before the Mayor and Council, Mayor Irvin adjourned the Work Session at 6:55 p.m.

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the special meeting of the City Council of the City of Willcox held on the 1st day of October 2012. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 15th day of October 2012

City Clerk Virginia A. Mefford

PASSED, APPROVED AND ADOPTED this 5th day of November 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 15th DAY OF OCTOBER 2012**

CALL TO ORDER- Mayor Bob Irvin called the regular meeting to order on Monday, October 15, 2012 at 7:00 p.m. and welcomed everyone in attendance

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

PRESENT

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

STAFF

City Manager Pat McCourt
City Clerk Virginia A. Mefford
City Attorney Ann Roberts
Finance Director Ruth Graham
Public Services & Works Director Dave Bonner
Development Services Jeff Stoddard
Library Director Tom Miner

PLEDGE OF ALLEGIANCE TO THE FLAG lead by Mayor Irvin

DECLARATION ON CONFLICT OF INTEREST

None Declared

ADOPTION OF THE AGENDA

MOTION: Vice Mayor Holloway moved to adopt the agenda as presented remove item 7A and 12-16.

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

MINUTES OF PREVIOUS MEETINGS

Minutes approve on consent agenda.

~~Regular Meeting- September 4, 2011, September 17, 2012 and October 1, 2012~~

~~Work Session- September 17, 2012 and October 1, 2012~~

DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-82 THE INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE COCHISE COUNTY ELECTIONS AND SPECIAL DISTRICTS

MOTION: Councilman Lindsey made a motion to approve Resolution No. 2012-82 The Intergovernmental agreement (IGA) with the Cochise County Elections and Special

Districts. **SECONDED:** Councilwoman Cronberg the motion. **CARRIED**

PRESENTATION/DISCUSSION REGARDING JULY 1 – SEPTEMBER 30, 2013 FINANCIAL STATEMENT AND INVESTMENT REPORT FROM RUTH GRAHAM.

Ms. Graham gave an overview for the first quarter for Fiscal Year 2013 from the worksheet provided in the council books backups. Councilman Lindsey was concerned why we were in such a high deficit in the first quarter. Ms. Graham stated the debt service payment was on the Greater Arizona Development Authority (GADA) bonds approved by the voters; the bond proceeds were used for the Willcox Public Safety Complex and the Library. The revenue is from property tax. Ms Graham explained on the City sales tax the City of Willcox received about 26% of our revenue and we are right on target for the 26% as in past years; we pay 50% to the Chamber of Commerce and 2/3 to General Fund and 1/3 to the streets. On the summary page it gave an overview of all the major points of the cash balance; this was discussed to the Council line by line from the worksheet. Councilwoman Cronberg asked if the intention was to give a copy to the Council on the transfer accounts as we did not have this in our packets. Ms. Graham apologized she did not supply a copy of the transfer account information as this was her first time having an expense out of that fund and didn't think of including it into the packet.

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 15th DAY OF OCTOBER 2012**

CITY MANAGER REPORTS

The City Manager Mr. McCourt thanked the Council for letting him attend the ICMA conference.

- **Jury Duty-** City Manager on standby October 16, 2012 – Mr. McCourt was excused from Jury Duty.
- **Wine Festival-** October 20 and 21, 2012 at Railroad Park.
- **Special Work Session-** Capital expense needs Gas System Monday, October 22, 2012 at 6:30 p.m. Mr. McCourt stated this is regarding the utility funds and this is the first step to the budget discussion for next year.

COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS.

Councilman Goolsby announced he would like to extend an invitation to the Council and staff for the evening of the election, November 6, 2012 at 6 p.m. I am a government teacher and I have the senior class over for field day and it would be a good experience to have some council members there.

Vice Mayor Holloway commented on the difference of Economic Development and Community Development. Community Development is a process in which we make the community a better place to live and work, the theater fits in that.

Economic Development is purely and simply a creation of wealth in which community benefits are created; we just need to remember that Community Development is not the same as Community development.

Councilman Lindsey stated he would like to thank Valley Telecom for adding the PAC 12 to the line up and he was glad to be back from his trip.

Councilman Nigh stated there is a talented guy in our mix, Director of the Chamber of Commerce who has extensive knowledge in waste water and would like to invite him to meet with Mr. Bonner and City Manager.

~~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 REGARDING THE PURCHASE, SALE, OR LEASE OF REAL PROPERTY~~

~~Consideration, discussion and/or decision to enter into an Executive Session pursuant to ARS §38-431.03A(1) and (3), as stated, relating to consideration of employee and consultation for legal advice with the attorney(s) of the public body regarding the purchase, sale, or lease of real property.~~

~~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 and/or consultation for legal advice from City Attorney.~~

ADJOURN

Being no further business before the Mayor and Council Mayor Irvin adjourned at 7: 30 p.m.

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the special meeting of the City Council of the City of Willcox held on the 15th day of October 2012. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 15th day of October 2012

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 15th DAY OF OCTOBER 2012**

PASSED, APPROVED AND ADOPTED this 5th day of November 2012.

MAYOR ROBERT A IRVIN

Signed _____

ATTEST:

City Clerk Virginia A. Mefford

**CITY OF WILLCOX
Request for Council Action**

Agenda Item: 8
Tab Number: 2
Date: 11-07-12

Date Submitted:
October 11, 2012
Date Requested:
November 28 through
December 1, 2012

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject:
The Willcox Chamber
of Commerce and
Agriculture request
fees to be waived for
the use of the
Community Center.

To: Honorable Mayor and City Council

From: Dave Bonner, Director of Public Services and Works

Discussion: The Willcox Chamber of Commerce and Agriculture is planning to hold their Christmas Apple Festival on Wednesday November 28, 2012, through Saturday December 1, 2012. This event is scheduled to be held at the Community Center. The Willcox Chamber of Commerce and Agriculture is requesting for the fees to be waived for the rental of the Community Center.

Recommendation: Staff recommends that the Mayor and Council uphold the policy adopted on October 17, 2011. In lieu of waiving completely, an alternative recommendation would be to consider this as a community event which would waive ½ the fee.

Fiscal Impact: \$690.00

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

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA
Facilities Use Agreement

This Agreement made this 18th day of September, 2012
between Willcox Chamber of Commerce & Agriculture ("PARTICIPANT") and
the City of Willcox through the City Public Works Department ("CITY") for the use of the
City owned facilities by a private organization.

ARTICLE I -- TERM OF AGREEMENT:

The term of this agreement shall be 28 November, 2012 through
December 1 2012, unless earlier terminated by either party.

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

0800 start time 2100 end time

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

ARTICLE II -- CITY OWNED FACILITIES:

This agreement shall be for the use of Willcox Community Center,
(facility and area/s)

to be used for Christmas Apple Festival
(type of event)

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

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

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

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

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

ARTICLE III -- INDEMNIFICATION AND INSURANCE

PARTICIPANT agrees to secure liability Insurance ten (10) days prior to the event to
cover the term of this agreement in not less than the amount of one million dollars
(\$1,000,000.00) which names the City as additionally insured and including required
endorsement.

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

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

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

ARTICLE IV --- MISC. PROVISIONS:

CANCELLATION FOR CONFLICT OF INTEREST

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

NONASSIGNABILITY

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

RIGHTS/OBLIGATIONS OF PARTIES ONLY

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

NOTICE REQUIREMENTS

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

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

If to the PARTICIPANT:

Name: Alan Baker

E-Mail Address: abaker@vtc.net

Organization: Willcox Chamber of Commerce & Agriculture

Contact Phone Number(s): (520) 384-2272 ()

Mailing Address: 1500 N Circle E rd Willcox AZ 85643
City State Zip Code

SEVERABILITY

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

ENTIRE AGREEMENT

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

GOVERNING LAW

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

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

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

[Signature]
Signature

10-10-12
Date

Oscar Hudson
Printed Name

Facilities & Parks Supervisor
Title

PARTICIPANT

[Signature]
Signature

9/18/2012
Date

Alea Baker
Printed Name

Executive Director
Title

520-507-2114

Attachment "A"
Community Center Checklist

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

<p>General</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Issue _____ Tables (18 - 4 x 8, 9 - 4 x 4 - available).</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Issue _____ Chairs (100 - folding, 32 - padded - available).</p> <p><input type="checkbox"/> <input type="checkbox"/> Review Restroom Cleaning Requirements.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Lighting.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Heating & AC.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Cleaning Requirements.</p> <p>Ballroom</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Provide AG1 Key.</p> <p>Dining Room</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Provide AG___ Key.</p> <p>Lounge</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Provide AG4 Key.</p>	<p>Kitchen</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Provide AG5 Key.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Lighting.</p> <p><input type="checkbox"/> <input type="checkbox"/> Review Operation of Range.</p> <p><input type="checkbox"/> <input type="checkbox"/> Review Operation of Range Hood.</p> <p><input type="checkbox"/> <input type="checkbox"/> Review Operation of Ansul System.</p> <p><input type="checkbox"/> <input type="checkbox"/> Review Operation of Dishwasher.</p> <p><input type="checkbox"/> <input type="checkbox"/> Review Operation of Refrigerator.</p> <p><input type="checkbox"/> <input type="checkbox"/> Review Operation of Freezer.</p> <p><input type="checkbox"/> <input type="checkbox"/> Review Operation of Warmer.</p> <p><input type="checkbox"/> <input type="checkbox"/> Review Operation of Ice Maker.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Cleaning Requirements.</p> <p>Sound System</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Issue Sound Room "X" Key.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Sound System.</p>
---	--

Unless otherwise specified trash cans are emptied, restrooms are cleaned and restocked on a daily basis during weekdays.

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

Special Arrangements:

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

Attachment "B"
Community Center Checklist

The Participant agrees to perform the following tasks:

General

- Verify Count of Tables Issued.
- Verify Count of Chairs Issued.
- Obtain appropriate keys one business day prior to the event by 3:30 P.M.
- Return keys within two (2) business days of event conclusion.
- Fold Tables and Place along N Wall of Ballroom.
- Fold Chairs and Place along N wall of Ballroom.
- Fold Tables and Place on W Wall of Lounge.
- Fold Chairs and Place on W Wall of Lounge.
- Fold Tables and Place on N Wall of Dining Room.
- Fold Chairs and Place on N Wall of Dining Room.

Vendor(s)

- Request to waive requirement for all vendors to have individual permits.

Cleaning

Cleaning consists of removing decorations, sweeping and mopping and tying up garbage bags and place in dumpster. All areas should be left in the same or better condition as received.

- Clean Restrooms
- Clean Kitchen
- Clean Ballroom
- Clean Dining Room
- Clean Lounge
- Clean Stage Area

If Serving Alcohol

- Obtain Special Event Liquor License with the Arizona Department of Liquor.
- Provide Liquor Liability Insurance in the amount of \$1,000,000 naming the City of Willcox as additionally insured.
- Provide Security approved by Willcox Public Safety Department.

- If your event includes decoration the facility please keep in mind that any damage from placing or removal may result in surrendering deposits.
- It is the responsibility of the Participant to verify that all furnishings included in the reservation agreement are in place and in good repair at the conclusion of the event. Replacement cost for missing or damaged items will be based on current replacement cost. Restitution must be made within five (5) business days of the event.
- All equipment or personal items belonging to the "Participant" shall be removed by 8:00 a.m. on the day following the event or additional rental fees may be charged.
- Premises shall be left clean and in good repair or deposit will be surrendered. Others charges may be assessed if significant damage occurs.
- City of Willcox officials reserve the right to enter / inspect the premises during the event.
- The "Participant" is responsible for establishing control of the area(s) requested for use. The City of Willcox is not responsible for loss due to acts of God or vandalism or by actions of others not affiliated with the City of Willcox.

Contact information:

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

4/30
150. refund

Attachment "C"
Community Center Fee Schedule

Deposit and Rental Fees

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

	Fee Description	Fee Amount	Number of Days	Subtotal	Cash Rec'd.	Check#	Rept. #
X	Reservation Fee	\$50.00		\$50.00		10731	50
X	Cleaning and Damage Deposit	\$150.00		\$150.00			125
	Main Hall	\$150.00					
	Fireplace Room	\$40.00					
	Dining Room	\$40.00					
	Kitchen	\$80.00					
	Main Hall & Fireplace Room	\$170.00					
	Main Hall & Dining Room	\$170.00					
	Main Hall & Kitchen	\$190.00					
	Main Hall, Fireplace Room & Kitchen	\$210.00					
	Main Hall, Dining Room & Kitchen	\$210.00					
	Main Hall, Fireplace Room & Dining Room	\$190.00					
X	Main Hall, Fireplace Room, Dining Room & Kitchen	\$230.00	3	690			
	Fireplace Room & Dining Room	\$60.00					
	Fireplace Room & Kitchen	\$60.00					
	Fireplace Room, Dining Room & Kitchen	\$120.00					
	Dining Room & Kitchen	\$100.00					
*	Public Event Fees are waived						
X	Community Event		Divide by 2	\$370			
Total Fees Due				395			

- Request to waive fees through City Council. X
- The City of Willcox reserves the right to refuse reservations.
- Must be at least 21 years of age to reserve the facilities.
- Participant may reserve one (1) day prior to the event to set up for the event without an 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.
- *Unless these are profit making events.

Condition Verification

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

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

_____ Significant damage has occurred directly related to this event.

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

City of Willcox Representative Signature _____

Date _____

**CITY OF WILLCOX
Request for Council Action**

Agenda Item: 9
Tab Number: 3
Date: 11-5-2012

Date Submitted:
10/29/2012
Date Requested:
11/28/2012 through
12/01/2012

Action:
 Resolution
 Ordinance
 Formal
 Other

**Subject: The Willcox
Chamber of
Commerce and
Agriculture requests
waiving
requirements for all
vendors to have
individual permits**

To: Honorable Mayor and City Council

From: Dave Bonner, Director Public Services & Works

Discussion: The Willcox Chamber of Commerce and Agriculture is requesting to waive requirements for all vendors to have individual permits for the Christmas Apple Festival. This event is scheduled to be held at the Community Center from November 28, 2012 through December 01, 2012 from 8:00 am until 9:00 pm.

Recommendation: Staff recommends that the Mayor and Council grant permission for the street closure.

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



1500 N. Circle 1 Rd.
Willcox, AZ 85643
520-384-2272

October 22, 2012
Willcox City Council
101 S. Railroad Ave
Willcox, AZ 85643
RE: Vendor Permits

Dear Mayor and City Council;

The Willcox Chamber of Commerce & Agriculture (Chamber) is sponsoring the Christmas Apple Festival in the Willcox Community Center. The dates of the events are November 29 – December 1, 2012. This event will include vendors. It is our understanding that under the City of Willcox resolution 2008-79, all vendors are required to obtain a business permit unless the Council waives this requirement and allows the sponsoring organization to obtain one permit for the all vendors participating in the event.

The Chamber is requesting a waiver from the above mentioned resolution. Please be advised that the Chamber requests a sales tax license number from each vendor and submits a list of all vendors and their contact information to the Arizona Department of Revenue in accordance with ARS 42-1105 and the City of Willcox.

The Chamber is grateful to the City of Willcox and the Council for their support of all Chamber sponsored events. This event is a community event and enhances the quality of life for our citizens. Thank you for your consideration.

A handwritten signature in black ink, appearing to read "Alan Baker", with a long, sweeping underline.

Alan Baker, Director
Willcox Chamber of Commerce & Agriculture

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

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

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

ARTICLE IV -- MISC. PROVISIONS:

CANCELLATION FOR CONFLICT OF INTEREST

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

NONASSIGNABILITY

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

RIGHTS/OBLIGATIONS OF PARTIES ONLY

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

NOTICE REQUIREMENTS

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

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

If to the PARTICIPANT:

Name: Alan Baker

E-Mail Address: abaker@vtc.net

Organization: Willcox Chamber of Commerce & Agriculture

Contact Phone Number(s): (520) 384-2272 ()

Mailing Address: 1500 N Circle E rd Willcox AZ 85643
City State Zip Code

SEVERABILITY

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

ENTIRE AGREEMENT

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

GOVERNING LAW

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

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

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

[Signature]
Signature

10-10-12
Date

Oscar Hudson
Printed Name

Facilities & Parks Supervisor
Title

PARTICIPANT

[Signature]
Signature

9/18/2012
Date

Gina Baker
Printed Name

Executive Director
Title

520-507-2114

Attachment "A"
Community Center Checklist

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

<p>General</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Issue _____ Tables (18 - 4 x 8, 9 - 4 x 4 - available).</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Issue _____ Chairs (100 -- folding, 32 -- padded - available).</p> <p><input type="checkbox"/> <input type="checkbox"/> Review Restroom Cleaning Requirements.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Lighting.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Heating & AC.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Cleaning Requirements.</p> <p>Ballroom</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Provide AG1 Key.</p> <p>Dining Room</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Provide AG___ Key.</p> <p>Lounge</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Provide AG4 Key.</p>	<p>Kitchen</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Provide AG5 Key.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Lighting.</p> <p><input type="checkbox"/> <input type="checkbox"/> Review Operation of Range.</p> <p><input type="checkbox"/> <input type="checkbox"/> Review Operation of Range Hood.</p> <p><input type="checkbox"/> <input type="checkbox"/> Review Operation of Ansul System.</p> <p><input type="checkbox"/> <input type="checkbox"/> Review Operation of Dishwasher.</p> <p><input type="checkbox"/> <input type="checkbox"/> Review Operation of Refrigerator.</p> <p><input type="checkbox"/> <input type="checkbox"/> Review Operation of Freezer.</p> <p><input type="checkbox"/> <input type="checkbox"/> Review Operation of Warmer.</p> <p><input type="checkbox"/> <input type="checkbox"/> Review Operation of Ice Maker.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Cleaning Requirements.</p> <p>Sound System</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Issue Sound Room "X" Key.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Sound System.</p>
---	--

Unless otherwise specified trash cans are emptied, restrooms are cleaned and restocked on a daily basis during weekdays.

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

Special Arrangements:

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

Attachment "B"
Community Center Checklist

The Participant agrees to perform the following tasks:

<p>General</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> <input type="checkbox"/> Verify Count of Tables Issued. <input checked="" type="checkbox"/> <input type="checkbox"/> Verify Count of Chairs Issued. <input checked="" type="checkbox"/> <input type="checkbox"/> Obtain appropriate keys one business day prior to the event by 3:30 P.M. <input checked="" type="checkbox"/> <input type="checkbox"/> Return keys within two (2) business days of event conclusion. <input checked="" type="checkbox"/> <input type="checkbox"/> Fold Tables and Place along N Wall of Ballroom. <input checked="" type="checkbox"/> <input type="checkbox"/> Fold Chairs and Place along N wall of Ballroom. <input type="checkbox"/> <input type="checkbox"/> Fold Tables and Place on W Wall of Lounge. <input type="checkbox"/> <input type="checkbox"/> Fold Chairs and Place on W Wall of Lounge. <input checked="" type="checkbox"/> <input type="checkbox"/> Fold Tables and Place on N Wall of Dining Room. <input checked="" type="checkbox"/> <input type="checkbox"/> Fold Chairs and Place on N Wall of Dining Room. <p>Vendor(s)</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> <input type="checkbox"/> Request to waive requirement for all vendors to have individual permits. 	<p>Cleaning</p> <p>Cleaning consists of removing decorations, sweeping and mopping and tying up garbage bags and place in dumpster. All areas should be left in the same or better condition as received.</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> <input type="checkbox"/> Clean Restrooms <input checked="" type="checkbox"/> <input type="checkbox"/> Clean Kitchen <input checked="" type="checkbox"/> <input type="checkbox"/> Clean Ballroom <input checked="" type="checkbox"/> <input type="checkbox"/> Clean Dining Room <input checked="" type="checkbox"/> <input type="checkbox"/> Clean Lounge <input type="checkbox"/> <input type="checkbox"/> Clean Stage Area <p>If Serving Alcohol</p> <ul style="list-style-type: none"> <input type="checkbox"/> <input type="checkbox"/> Obtain Special Event Liquor License with the Arizona Department of Liquor. <input type="checkbox"/> <input type="checkbox"/> Provide Liquor Liability Insurance in the amount of \$1,000,000 naming the City of Willcox as additionally insured. <input type="checkbox"/> <input type="checkbox"/> Provide Security approved by Willcox Public Safety Department.
---	--

- If your event includes decoration the facility please keep in mind that any damage from placing or removal may result in surrendering deposits.
- It is the responsibility of the Participant to verify that all furnishings included in the reservation agreement are in place and in good repair at the conclusion of the event. Replacement cost for missing or damaged items will be based on current replacement cost. Restitution must be made within five (5) business days of the event.
- All equipment or personal items belonging to the "Participant" shall be removed by 8:00 a.m. on the day following the event or additional rental fees may be charged.
- Premises shall be left clean and in good repair or deposit will be surrendered. Others charges may be assessed if significant damage occurs.
- City of Willcox officials reserve the right to enter / inspect the premises during the event.
- The "Participant" is responsible for establishing control of the area(s) requested for use. The City of Willcox is not responsible for loss due to acts of God or vandalism or by actions of others not affiliated with the City of Willcox.

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

4/30
150. Refused

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

Deposit and Rental Fees

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

	Fee Description	Fee Amount	Number of Days	Subtotal	Cash Rec'd.	Check#	Rcpt. #
X	Reservation Fee	\$50.00		\$50.00		10731	50
X	Cleaning and Damage Deposit	\$150.00		\$150.00			125
	Main Hall	\$150.00					
	Fireplace Room	\$40.00					
	Dining Room	\$40.00					
	Kitchen	\$80.00					
	Main Hall & Fireplace Room	\$170.00					
	Main Hall & Dining Room	\$170.00					
	Main Hall & Kitchen	\$190.00					
	Main Hall, Fireplace Room & Kitchen	\$210.00					
	Main Hall, Dining Room & Kitchen	\$210.00					
	Main Hall, Fireplace Room & Dining Room	\$190.00					
X	Main Hall, Fireplace Room, Dining Room & Kitchen	\$230.00	3	690			
	Fireplace Room & Dining Room	\$60.00					
	Fireplace Room & Kitchen	\$60.00					
	Fireplace Room, Dining Room & Kitchen	\$120.00					
	Dining Room & Kitchen	\$100.00					
*	Public Event Fees are waived						
X	Community Event		Divide by 2	\$370			
Total Fees Due				395			

- Request to waive fees through City Council. X
- The City of Willcox reserves the right to refuse reservations.
- Must be at least 21 years of age to reserve the facilities.
- Participant may reserve one (1) day prior to the event to set up for the event without an 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.
- *Unless these are profit making events.

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.

**WILCOX CHAMBER OF COMMERCE
& AGRICULTURE**

1500 N. CIRCLE I RD.
WILCOX, AZ 85643
PH. (520) 384-2272

WESTERN BANK
330 HWY 180 WEST
SILVER CITY, NM 88061
95-82-1122

10731

9/17/2012

PAY TO THE ORDER OF City of Willcox

\$ **175.00

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

DOLLARS

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



Security features. Details on back.

MEMO

Deposit-Community Center for Apple Festival

AUTHORIZED SIGNATURE

⑈010731⑈ ⑆112200824⑆ 56 392 7⑈

WILCOX CHAMBER OF COMMERCE & AGRICULTURE

City of Willcox

10731

Apple Festival
Apple Festival registration fee

9/17/2012

125.00
50.00

Chamber Checking - Deposit-Community Center for Apple Festival

175.00

**CITY OF WILLCOX
Request for Council Action**

Agenda Item: 10
Tab Number: 4
Date: 11-05-2012

Date Submitted:
10/15/2012
Date Requested:
12/01/2012

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject: The Willcox Chamber of Commerce would like a street closure for a Christmas Lighted Parade on 12/01/2012 from 4:30 pm until 9:00 pm.

To: Honorable Mayor and City Council

From: Dave Bonner, Director Public Services & Works

Discussion: The Willcox Chamber of Commerce is requesting a street closure from Railroad Ave and Haskell to Railroad Ave and Maley St for a Christmas Lighted Parade. This event will occur on 12/01/2012 from 4:30pm until 9:00 pm.

Recommendation: Staff recommends that the Mayor and Council grant permission for the street closure.

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

Willcox Chamber of Commerce

Date of Request

9/25/2012

Address

1500 N Circle E rd

Phone Number

520-384-2272

Event or Event Sponsor for Street Closure

Christmas Lighted Parade

Date(s) Requested for Street Closure

12/01/2012

Times for Street Closure

4:30pm - 9pm

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

Railroad Ave and Haskell to Railroad Ave and Malby St

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

9/25/2012
Date

[Signature]
Received By

10/10/12
Date

[Signature]
Jake Weaver
Chief of Police

10/10/12
Date

[Signature]
Gary Adams Street Supervisor

10-10-12
Date

PETITION TO CLOSE RAILROAD AVENUE, BETWEEN

MALEY STREET AND STEWART STREET TO VEHICULAR TRAFFIC

ON 1 December 2012
DATE(S)

FROM 5 pm TO 9 pm
START TIME END TIME

FOR THE PURPOSE OF Christmas Lighted Parade
EVENT

Willcox Commercial, ok to close Jan Albriger

Rex Allen Museum, ok to close Ferry Bowden

Rex Allen Theater, ok to close Out of Business

Rodney's, ok to close Judy

Palace Saloon, ok to close Out of Business

Desert Moon Gifts, ok to close Out of Business

Old West Mercantile, ok to close X Marshal Bo

Friends of Marty Robbins, ok to close X Juanita Buckley

Rustie Roosters, ok to close Marcus Ego

Stoungbold Feeds, ok to close

Buffalo Sisters, ok to close Miriam

Carlson Creek, ok to close

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 11
Tab Number: 5
Date: 11-05-2012

Date Submitted:
10-29-12
Date Requested:
11-5-12

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject: Council discussion of the request by Mr. Nix to use the alley behind his property in Ironwood Estates.

TO: MAYOR AND COUNCIL

FROM: City Manager

DISCUSSION: This item was discussed at the September 17, 2012 Council meeting during Call to the Public. On September 25, 2012 I issued the attached memo. The Mayor has requested that the item be placed on the agenda for Council review.

RECOMMENDATION: In my opinion it is not in the best interest of the City of Willcox to grant this request.

FISCAL IMPACT: Unknown, depending on the Council direction and future developments.

Prepared by: Pat McCourt

Approved by: 

City Manager

Memorandum

To: Mayor & Council
CC: City Attorney, Public Works Director, Community Services, Mr. Nix
From: City Manager
Date: September 25, 2012
Re: Right of Way on the west side of Daniel Nix's house

I had been notified in mid-September that there were discussions going on between Mr. Nix and some city staff (Mr. Stoddard and Mr. Bonner) concerning the Right of Way (Alley, which is publicly owned property) located on the west side of Mr. Nix's property. Mr. Nix's property is lot 75 in the Ironwood Manor. The lot is located at the northwest corner of Ocotillo and Ironwood Lane. (See attached map). The Alley and the utilities in it have been in place since the construction of Ironwood Manor.

The initial proposal was that Mr. Nix wished to build a concrete block fence over the Alley and across the western side of the Alley. The land to the west of the Alley is private land and is not incorporated into the City of Willcox (it is in the county). The project was stopped by the City staff immediately upon finding out it was under way. (There had been a permit issued for a fence to the former property owner, however the permit did not allow the fence to intrude on the Alley). The footers had been dug and concrete rebar placed, however no concrete had been placed.

The Alley is being used for utilities, both City gas lines and private utility companies through franchise/license agreements with the City. The Alley is not currently being used for garbage pickup. The Alley cannot be abandon while the utilities are in place. The utilities could be relocated out of the Alley, for which somebody would have to pay the cost of relocation. Easements could replace the Alley; of course access to the utilities for maintenance would still be required. Use of an easement would remove the question of an individual having private use of Public Property.

I went out to the site on Monday September 17, 2012 to view the site and met with Mr. Nix and Mayor Irvin who were independently discussing the situation. At that time a proposal was put forth by Mr. Nix that rather than construct a block fence over the alley; two (2) gates would be built on either end of his property over the alley. I told Mr. Nix that I would review the situation and see what the City could do to work with him.

October 29, 2012

Mr. Nix appeared before the Council later that evening during the “Call to the Public” (September 17, 2012) and presented some information to the Council.

I received additional information from; the Community Development Department, from the Public Works Department, from the City Code “Section 6-6-4: Obstruction of Streets” (copy attached), and discussed the matter with the City Attorney on September 20, 2012.

The City of Willcox uses the Alley, at least annually, to test for gas leaks as part of the ongoing gas leak program. I do not know when; but I do know that the City will be required to enter the area and dig up the gas lines for repair, replacement, or maintenance at some future time. The other utilities have similar requirements on the Alley. This situation and type of request was clearly contemplated when the City wrote and adopted the current code section 6-6-4.

The current City Code does not allow the placement of “gates” across the Alley.

There is also the question of allowing the individual the private use of Public Property, which might be a violation of the State Constitution.

I cannot recommend allowing this request to go forward.

6-6-4: OBSTRUCTION OF STEETS:

It is unlawful for any person to obstruct any public street, alley, sidewalk or park or other public grounds within the city by committing an act of, or doing anything which is injurious to the health or to commit in or upon any such streets, alleys, sidewalks, parks or other public grounds, any act or thing which is an obstruction or interference to the free use of property or with any business lawfully conducted by anyone, in or upon, or defacing or fronting on such enumerated grounds in the city.
(Amended during 1981 codification) (1982 Code ~ 9.08.070 as amended by 2010 Code, Ord. NS 301, 11-15-2010, eff. 12-16-2010

TITLE 14. PUBLIC SERVICE CORPORATIONS; CORPORATIONS AND ASSOCIATIONS; SECURITIES REGULATION
CHAPTER 2. CORPORATION COMMISSION
FIXED UTILITIES

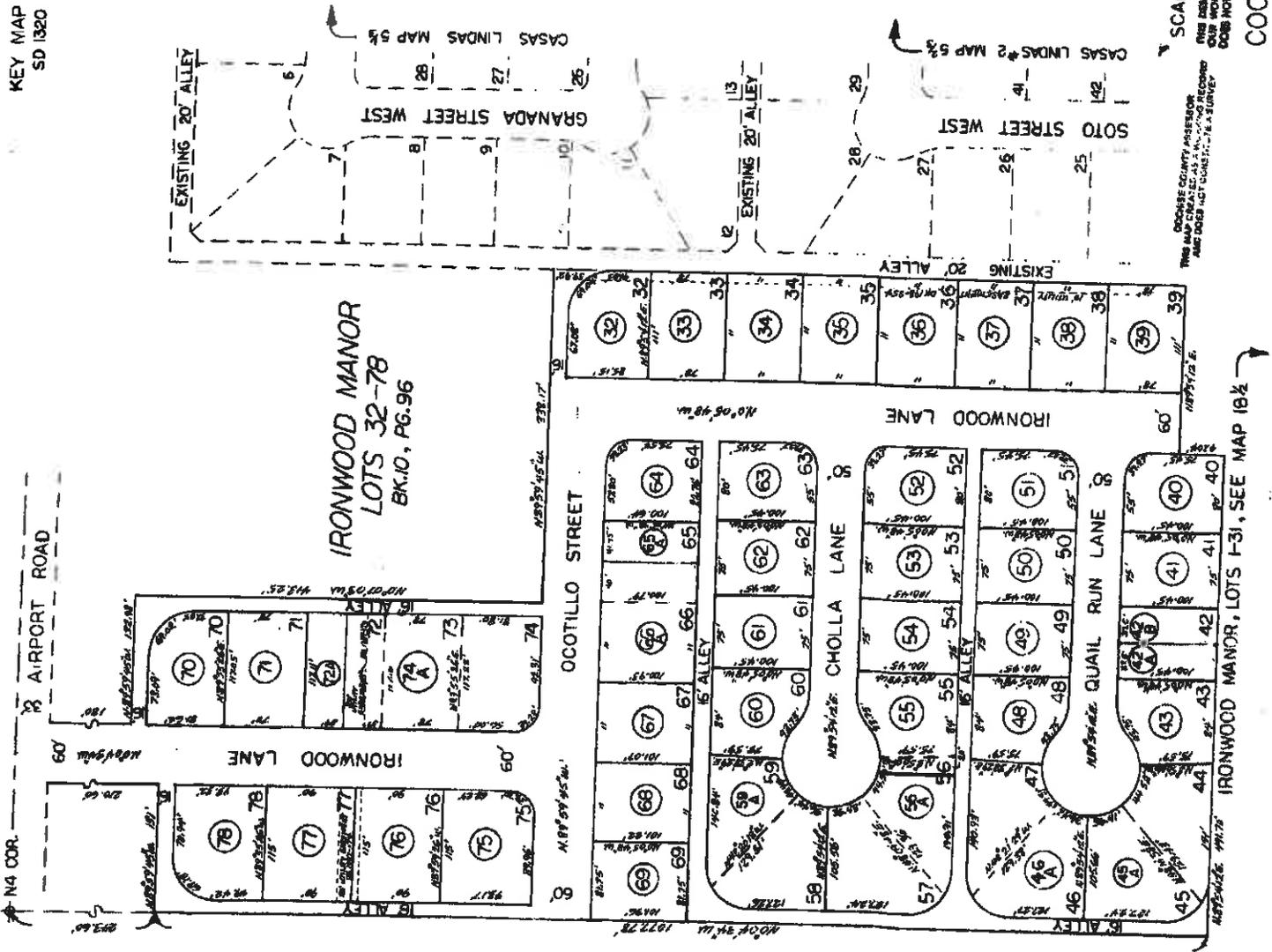
ARTICLE 3. GAS UTILITIES

R14-2-306. Service lines and establishments

B. Service lines

3. Easements and rights-of-way

- a. Each customer shall grant adequate easement and right-of-way satisfactory to the utility to ensure proper service connection. Failure on the part of the customer to grant adequate easement and right-of-way shall be grounds for the utility to refuse service.
- b. When a utility discovers that a customer or his agent is performing work or has constructed facilities adjacent to or within an easement or right-of-way and such work, construction or facility poses a hazard or is in violation of federal, state or local laws, ordinances, statutes, rules or regulations, or significantly interferes with the utility's access to equipment, the utility shall notify the customer or his agent and shall take whatever actions are necessary to eliminate the hazard, obstruction or violation at the customer's expense.



MAP 3

IRONWOOD MANOR, LOTS 1-31, SEE MAP 18 1/2

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 12
Tab Number: 6
Date: 11-05-2012

Date Submitted:
10-30-2012
Date Requested:
11-05-2012

Action:
 Resolution
 Ordinance
 Formal
 Other

**Subject: Resignation
from Reann Keisling
from Parks and
Recreation Advisory
Committee**

TO: MAYOR AND COUNCIL

FROM: City Manager

DISCUSSION: Attached is a resignation letter from Ms. Reann Keisling from the Parks and Recreation Advisory committee effective immediately.

RECOMMENDATION: Accept the resignation.

FISCAL IMPACT: ZERO

Prepared by: 
Sherry Lynn Van Allen - Human Resources

Approved by: 
City Manager

October 22, 2012

Willcox City Council
Re: Parks & Recreations Committee

Dear Council;

It has been a real pleasure to serve on the Parks and Recreations committee, however, regretfully, at this I respectfully submit my letter of resignation from the committee as I am no longer able to dedicate the time necessary for this commitment.

I look forward to serving in other capacities with the City of Willcox in the future, and wish everyone on the City Council and Parks and Recreations Committee lots of success in all their endeavors.

Thank you for the time I have had to serve on the committee.

Sincerely,

RaeAnn Kiesling

RaeAnn Kiesling
PO Box 4, Willcox, AZ 85644
Send2RaeAnn@live.com

Cc: Dave Bonner, Public Works Director

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 13
Tab Number: 7
Date: 11-05-2012

Date Submitted: 10-16-12 Date Requested: 11-5-12

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

Subject: Review request from Willcox Historic Theater Inc. for funding assistance, discuss, decision, direction to staff

TO: MAYOR AND COUNCIL

FROM: City Manager

DISCUSSION: At the October 15, 2012 work session the Willcox Historic Theater Inc. (Group) met with the council to discuss the progress toward reopening the Rex Allen Theater. The Group has entered into an agreement with the Rex Allen museum to purchase the building and has secured an access to the north side entrance. The costs involved are above the Group's previous estimates. The Group is seeking an unspecified amount to assist in getting the Theater reopened (although unspecified, the amount of \$15,000.00 was suggested as resolving the problem).

The City Council currently has no amounts appropriated for this project. The donation (and actual cash for the donation) would have to come from the City's General Fund (as other Funds do not have the ability to pay for this type of expenditure). If the Council wishes to appropriate an amount for this project; the appropriations will have to be shifted from some other budgeted expenditure in the City's overall budget. If the appropriation is shifted from some existing appropriation in the General Fund; then the "estimated" deficit in the General Fund remains the same (although the "true" amount of the deficit will increase, since if the appropriations was not transferred and therefore remained unspent the "true" deficit would be smaller [as has been the case in the last couple of years] while if the appropriations is transferred, then the money will be spent and the "true" deficit in the General Fund will increase). The appropriation can be transferred from some other fund of the City: regardless the "true" deficit in the General Fund will increase. The General Fund of the City of Willcox is in a deficit and has been for the last few years, the reserves are declining, and the current recommendation has been to only to provide the basic continuation of services not to enter into new services.

This is a very attractive Quality of Life project. As was pointed out at the 10-15-12 meeting the City has agreed to provide funding from the General Fund to assist other worthwhile Quality of Life projects in the community (the Senior Center and the Skate Park – both of which were begun prior to the decline in revenues in the General Fund). In

both of these cases the City has retained a degree of control and monitoring over the expenditures.

In the case of the Senior Center, the City was able to partner with the Northern Cochise Community Hospital and the Federal Government to provide a building. In the case of the Skate Park the City matched donations from the community up to a maximum amount.

Not mentioned in the discussion on 10-15-12 was the appropriation to demolish the motel on the west side of the city. This is a service the City has not done in the past (have relied on the private property owner to perform the task). This is likely to be spent and is not likely to be recouped (at least not totally recouped). While this is a Quality of Life expenditure which will increase the General Fund deficit, it is also a Public health and safety issue.

It is difficult to label this as an "Economic Development" project, since there does not seem to be any appreciable increase in the economic pie of City nor community.

However the General Fund does have a source of Revenue which comes from the "Bed Tax" which might be able to cover this type of expenditure. It would appear that the ARS 9-500.06.D. seems to imply that the City may use monies from the Bed Tax to "promote tourism, including but not limited to sporting events or cultural exhibits" ; and "Expenditures by the city or town to develop, improve or operate tourism related attractions..".

I feel that this is a very difficult question for the City Council, this is a very good Quality of Life project: there is a significant amount of Public support for the project; the negative impacts of increasing the deficit are not easily quantifiable and will be separated in time from the donation; the benefits to the public are also not easily quantifiable.

RECOMMENDATION: While I personally feel this is a very good Quality of Life Project, I do not feel as the City Manager I can support/recommend funding the project at this time, due to the uncertainty of the General Fund Balance and the plan to maintain existing services.

If the Council wishes to proceed: I would recommend the Council identifying and stating a public benefit (such as promoting tourism or a cultural exhibit). Second, I would recommend the amount that the Council feels the City can provide to support this project be established. Third, I would recommend the Council indicate from where the appropriations should be shifted (the easiest from an operational stand point would be from the Economic Development line item in the General Fund). Fourth, I would recommend that the Council decide if there are any restrictions (there is not a requirement that there be any) on the amount or use of the monies (for capital only; for operational expenses; matching requirements, etc.) this then would establish any follow up necessary.

If the Council does not feel they can support this request; no action is necessary

FISCAL IMPACT: Any impact will be on the General Fund of the City, the amount is dependent on City Council decisions mentioned above.

Prepared by: Pat McCourt

Approved by: 

City Manager

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 14
Tab Number: 8
Date: 11-5-2012

Date Submitted:
10-19-12
Date Requested:
11-5-12

Action:
 Resolution
 Ordinance
 Formal
 Other

**Subject: Information
concerning a Sales Tax
Refund**

TO: MAYOR AND COUNCIL

FROM: City Manager

DISCUSSION: There is no action necessary on this item: it is for information only.

The City has received and reviewed a request from a vendor for a refund of City of Willcox Sales Tax. This is not a unique situation, however in this case the amount is large enough to warrant the notice to the City Council. The total amount spans four years, the sales were made outside the City limits, the vendor reported the sales as City sales, and is now requesting a refund. The total amount is slightly over thirty two thousand dollars (\$32,000). This will be split between the General fund (\$21,333) and the Streets Fund (\$10,667). The refund request is valid.

This will have the effect of reducing the income into both the General fund and Streets fund for FY 13.

RECOMMENDATION: There is no action necessary from the Council; this is an advisory notice due to the amount of the refund (1.5% of estimated income from Sales Tax to the General Fund).

FISCAL IMPACT: Approximately \$32,000 reduction in income; split between the General Fund (\$21,333) and the Streets Fund (\$10,667).

Prepared by: Pat McCourt

Approved by:



City Manager

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 15
Tab Number: 9
Date: 10-05-12

Date Submitted:
10-23-12
Date Requested:
11-05-12

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject: Accept indirect cost formula for payment to the General Fund from the enterprise funds for FY 14.

TO: MAYOR AND COUNCIL

FROM: City Manager

DISCUSSION: Attached is a memo dated 10-18-12 which shows the proposed charging to the Enterprise Funds (Gas, Water, Sewer, and Solid Waste). This is the same methodology that was used last year for the allocation. Only the numbers have changed. This allocation is part of the rate setting and budgeting for the City. Rate hearings for the Enterprise Funds are required not later than April each year. We have to have the allocation set in order to do the rate review.

The allocations change due to the changes in the current FY budget (FY13) from the previous budget (FY12).

The allocations to the General Fund decline \$11,289 from last year's allocations.

RECOMMENDATION: Accept the Indirect Cost Allocation for FY13.

FISCAL IMPACT: In the Total budget of the City there is no impact since the costs are incurred regardless of what method is used to allocate them. The fiscal impact would vary on different funds depending on any changes to the allocation formula.

Prepared by: Pat McCourt

Approved by: 
City Manager

Memorandum

To: Mayor & Council

CC: Directors

From: City Manager *W.P.*

Date: 11-18-12

Re: Allocation of some General Fund Expenses to other Funds

The City has some Funds which are operated on a “Business Basis”, what that means is the cost of operations should be paid by the users of the service. These are known as “Enterprise Funds”. Typically an Enterprise Fund (EF) is established when the users of the service and the amount of the service received can be clearly identified. The City of Willcox has four (4) Enterprise Funds: Water, Sewer, Gas, and Solid Waste (Garbage). Since the premise of Enterprise Funds is that they pay their own way with no tax subsidy, it is appropriate to look at the costs for operations of the Enterprise Funds which are paid by the General Fund (GF) of the City (which is supported by taxes) and charge those to the appropriate Enterprise Fund.

The allocation amounts used are from the current Fiscal Year (FY); in this case FY 13.

The same rationale can be used to allocate costs to various other Funds. This is typically done in order to see the actual cost of providing services in each of the areas of operation. For the purposes of this recommendation costs are NOT being proposed for allocation to/from the following funds:

- 1) Streets Fund (HURF) – While an allocation could be made; the Streets fund is very tight, any allocation would create shortfalls in the planned programs. If an allocation were to be made; it is likely this would then be sent back to the Streets Fund by the GF. This would result in additional staff work and create inefficiency without any purpose. Cost absorbed in the GF
- 2) Trust Funds – Could have an allocation, these are typically small amounts provided by the public for a specific purpose; the allocation would be appropriate, the amounts would be small and politically it is difficult to explain to the donors. Costs absorbed in the GF.
- 3) Capital Projects Funds – these often involve Grants from Federal or State sources. While an allocation is sometimes allowed there are particular rules which must be

followed depending on the source of the money. If it is reasonable to set up an Administrative charge it is done, otherwise the cost is absorbed in the GF.

- 4) Grant Funds – See Capital Projects Funds
- 5) Debt Service Funds – an allocation is possible; the recover is small, so normally this is absorbed in the GF.
- 6) Fireman’s pension - See Trust Funds.
- 7) Magistrate Court Trust Funds – See Trust Funds.
- 8) Repair & Demolition Fund – This is actually a special Fund set up as an arm of the General Fund.

Not all the costs within the GF are, or should, be allocated. Some costs are direct delivery of services (like Parks and Public Safety) and some are mandated costs of operating a municipality (like Council expenses). The following is the suggested allocation of GF costs to the EF:

- 1) Administrative Department – the Costs are allocated over the costs of operation of the City (all funds) based upon dollar amount of the budget. If there are major capital expenses budgeted (like multimillion dollar construction projects) these are removed from the budget before allocation is made – this is the same in all allocations discussed below.
- 2) Finance Department – 80% of the cost of the Finance Department is allocated to the EF; this is due to the high amount of time spent dealing with the billing and related customer service.
- 3) Legal & Courts Department – the Cost of the Courts is removed: the remainder is allocated as in the Administrative Department.
- 4) Public Works Administrative Department – The cost is allocated over the areas supervised based upon the combined budgets of the areas supervised. The amount used to supervise GF activities is removed and the remainder is allocated over the EF.

Using the FY 13 (2012 – 2013) budget numbers for allocation for the FY 14, the amounts of GF allocated would be: Administration \$361,533; Finance (\$334,229 X 80%) = \$267,383; Legal (\$197,586 - \$115,586) = \$82,000; and Public Works Administration \$195,123.

The Public Works Administrative Department supervises: Parks (GF), Pool(GF), Building maintenance(GF), Cemetery(GF), Vehicle maintenance(GF), Streets(HURF), Water(EF), Sewer(EF), Gas(EF), and Solid Waste(EF). The budgets for FY13 (Debt Service Funds excluded) are totaled:

GF & Streets	\$1,613,594	33% X \$195,123 =	\$ 63,391
Water	\$ 601,652	12.3% X \$195,123 =	\$ 24,000
Sewer	\$ 633,665	12.9% X \$195,123 =	\$ 25,171
Gas	\$1,384,684	28.2% X \$195,123 =	\$ 56,025
Solid Waste	<u>\$ 669,501</u>	13.6% X \$195,123 =	<u>\$ 26,536</u>
Total	\$4,903,096	100% X \$195,123 =	\$195,123

The allocation to the EF = (\$195,123 - \$63,391 {GF supervised Departments} = \$131,732)

The Finance Department 80% of the cost (\$334,229 X .8 = \$267,383) is allocated over the four EF (Debt Service Funds are included);

Water	\$ 794,174	21.6% X \$267,383 =	\$ 57,755
Sewer	\$ 83,098	22.6% X \$267,383 =	\$ 60,428
Gas	\$1,384,684	37.6% X \$267,383 =	\$100,268
Solid Waste	<u>\$ 669,501</u>	18.2% X \$267,383 =	<u>\$ 48,932</u>
Total	\$3,681,457	100.0% X \$267,383=	\$267,383

Administrative Department budget (\$361,533) is allocated to the EF based upon the total City Budgets and then allocated among the EF based upon the percentages developed above in the Finance Department. Total all other Funds = (\$22,286,659 - \$12,000,000 {Capital Sewer Fund} = \$10,286,659) - \$3,681,457 (total of EF) = \$6,605,202. \$6,605,202/\$10,286,659 = 64.2%.

Therefore 64.2% of the Administrative is spent on GF and other Funds and 35.8% is spent on EF. (\$361,533 X 35.6% = \$129,429):

Water	\$ 794,174	21.6% X \$129,429 =	\$ 27,957
Sewer	\$ 833,098	22.6% X \$129,429 =	\$ 29,251
Gas	\$1,384,684	37.6% X \$129,429 =	\$ 48,665
Solid Waste	<u>\$ 669,501</u>	18.2% X \$129,429 =	<u>\$ 23,556</u>
Total	\$3,681,457	100% X \$129,429 =	\$129,429

The Legal & Courts uses the same allocation as the Administrative Department (\$198,436 - \$116,436 {Cost of courts} = \$82,000). Therefore 64.2% of legal is on other funds and 35.8% is on EF. (35.8% X \$82,000 = \$29,356):

Water	\$ 794,174	21.6% X \$ 29,356 = \$ 6,341
Sewer	\$ 833,098	22.6% X \$ 29,356 = \$ 6,635
Gas	\$1,384,684	37.6% X \$ 29,356 = \$ 11,037
Solid Waste	<u>\$ 669,501</u>	18.2% X \$ 29,356 = \$ <u>5,343</u>
Totals	\$3,160,418	100% X \$ 29,356 = \$ 29,356

Total charges to the EF;

	PW	Finance	Adm.	Legal	
Water	24,000 +	57,755 +	27,957 +	6,341 =	\$ 116,053
Sewer	25,171 +	60,428 +	29,251 +	6,635 =	\$ 121,485
Gas	56,025 +	100,268 +	48,665 +	11,037 =	\$ 215,995
Solid Waste	<u>26,536 +</u>	<u>48,932 +</u>	<u>23,556 +</u>	<u>5,343 =</u>	<u>\$ 104,367</u>
Total	131,732 +	267,383 +	129,429 +	29,356 =	\$ 557,900

The Actual Charges for FY13 versus Proposed Charges FY14

	Actual FY 13	Proposed FY 14	Difference
Water	\$ 128,264	\$ 116,053	\$ (12,211)
Sewer	\$ 127,361	\$ 121,485	\$ (5,876)
Gas	\$ 190,731	\$ 215,995	\$ 25,264
Solid Waste	<u>\$ 122,833</u>	<u>\$ 104,367</u>	<u>\$ (18,466)</u>
Totals	\$ 569,189	\$ 557,900	\$ (11,289)

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item 16
Tab Number 10
Date: 11/5/2012

<u>Date Submitted:</u>	<u>Action:</u>	<u>Subject:</u>
October 29, 2012	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal	RATIFICATION OF BP ENERGY CO. PHYSICAL GAS TRANSACTION CONFIRMATION FOR IMMEDIATE DELIVERY

TO: MAYOR AND COUNCIL
FROM: Finance Director Ruth Graham

DISCUSSION:

On October 31, 2012 the last City of Willcox fixed price contract with BP Energy Company will expire. Previously, when we did not have one or more fixed price contracts in place service would automatically continue on a month to month basis.

On October 24, 2012 we were advised that natural gas service to the City would stop on October 31st in the absence of a new agreement effective November 1st. To continue the service, BP is requiring a Physical Gas Transaction Confirmation for Immediate Delivery ("Confirmation"). A copy of the Confirmation is attached.

The Confirmation obligates the City to purchase natural gas through BP for another six months, from November 1, 2012 to April 30, 2013, and requires a minimum monthly quantity of gas that will be purchased. The quantities on the order total 60% of the monthly quantity we anticipate will be used; we can purchase additional gas as needed beyond our contracted requirements. In addition, the price has changed. BP has offered a lower price for several years than other providers at the El Paso Natural Gas (EPNG) San Juan (spot) price plus \$0.005 per decatherm (Dth). With the November 1st renewal we were notified that the price will increase to EPNG San Juan plus \$0.03.

Recently the Staff has talked to several gas providers that have indicated an interest in bidding for services to the City. Prior to the current price increase, the price we anticipated from other providers was higher than the BP price. However, with the higher price from BP it appears that other providers will be competitive. The City will go out for bid for natural gas services this winter.

RECOMMENDATION:

Motion to ratify BP Energy Company Transaction Confirmation No. 9410309, a Physical Gas Transaction Confirmation for Immediate Delivery agreement to provide natural gas services to the City of Willcox for the period from November 1, 2012 to April 30, 2013 at a price of EPNG San Juan plus \$0.03. The Confirmation will extend the City's obligation with BP Energy Company to continue as the provider of natural gas to the City through the term of the agreement.

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2012-84

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, ("CITY") APPROVING THE BP ENERGY COMPANY PHYSICAL GAS TRANSACTION CONFIRMATION FOR IMMEDIATE DELIVERY NO. 9410309, DATED OCTOBER 24, 2012; DIRECTING AUTHORIZED CITY OFFICERS AND AGENTS TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION; AND, DECLARING AN EMERGENCY TO EXIST.

WHEREAS, the CITY is empowered pursuant to Arizona Revised Statutes, Title 9, Section 9-240(B)(2) to appropriate money and provide for payment of its debts and expenses and authorized pursuant to A.R.S. §9-514 to engage in business of the a public nature, specifically, gas distribution; and,

WHEREAS, the CITY desires to purchase gas from BP Energy Company (BPEC) and BPEC is requiring CITY purchase a minimum monthly quantity of gas, said purchase being confirmed by the attached Physical Gas Transaction Confirmation for Immediate Delivery for the time period of November 1, 2012 through April 30, 2012; and,

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, as follows:

SECTION 1: The Mayor and City Council hereby authorize and approve the Physical Gas Transaction Confirmation for Immediate Delivery No. 9410309, for the time period of November 1, 2012 through April 30, 2012 between the City of Willcox and BP Energy Company for the purpose of purchasing and distributing natural gas; and,

SECTION 2: The terms of the Physical Gas Transaction Confirmation for Immediate Delivery No. 9410309 are approved as presented and attached hereto; and,

SECTION 3: CITY Officials and Administrators are authorized and directed to take all action required to participate and perform under the terms of the Physical Gas Transaction Confirmation for Immediate Delivery No. 9410309; and,

SECTION 4: That the Mayor is authorized and empowered to execute and deliver the Physical Gas Transaction Confirmation for Immediate Delivery No. 9410309 and the Resolution as presented; and,

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

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 5th day of November, 2012.

APPROVED/EXECUTED:

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2012-84



BP Energy Company

10/24/2012

Buyer:

Attn: Tony Allison
Municipal Gas Acquisition and Supply Corporation
Fax #: (713) 888-0239

Seller:

Rep:Kevin Topdjian
BP Energy Company
201 Helios Way
Houston, TX 77079

Trade Date:10/24/2012

Transaction Confirmation #:9410309

BP Internal Contract ID #:1702184

BP (Nucleus) ID:7277509

Physical Gas Transaction Confirmation For Immediate Delivery

Trade date: 10/24/2012	Start date: 11/01/2012	End date: 04/30/2013
Invoice Currency: USD	Invoice UoM: MMBTU	Deal type: Firm Fixed Quantity
Broker:		

Delivery Point	Pipeline	Start	End	Qty Totals by Delivery Point MMBTU/Month	Price Tier	Tier Quantity MMBTU/Month	Price: USD/MMBTU
Blanco Pooling Meter	El Paso Natural Gas Company	11/01/2012	11/30/2012	5,547	1	5,547	EPNG San Juan IF + 0.03
					2	0	El Paso San Juan Basin GD Common High + 0.005
Blanco Pooling Meter	El Paso Natural Gas Company	12/01/2012	12/31/2012	9,788	1	9,788	EPNG San Juan IF + 0.03
					2	0	El Paso San Juan Basin GD Common High + 0.005
Blanco Pooling Meter	El Paso Natural Gas Company	01/01/2013	01/31/2013	8,321	1	8,321	EPNG San Juan IF + 0.03
					2	0	El Paso San Juan Basin GD Common High + 0.005
Blanco Pooling Meter	El Paso Natural Gas Company	02/01/2013	02/28/2013	6,722	1	6,722	EPNG San Juan IF + 0.03
					2	0	El Paso San Juan Basin GD Common High + 0.005
Blanco Pooling Meter	El Paso Natural Gas Company	03/01/2013	03/31/2013	5,541	1	5,541	EPNG San Juan IF + 0.03
					2	0	El Paso San Juan Basin GD Common High + 0.005
Blanco Pooling Meter	El Paso Natural Gas Company	04/01/2013	04/30/2013	2,953	1	2,953	EPNG San Juan IF + 0.03
					2	0	El Paso San Juan Basin GD Common High + 0.005

City of Willcox
Gas Quantities History
1/1/2009 to 9/30/2012

	2009	2010	2011	2012	4-Year Average	BP Estimate 2013	City Firm 2013 (@ 60%)
January	14,889	17,682	16,197	13,868	15,659	15,580	8,321
February	11,320	14,124	14,465	11,204	12,778	10,773	6,722
March	7,884	11,516	7,251	9,235	8,972	11,874	5,541
April	5,594	6,063	4,441	4,922	5,255	3,137	2,953
May	3,373	4,507	3,959	3,640	3,870	3,131	2,184
June	3,187	2,940	2,914	2,693	2,934	4,492	1,616
July	2,607	2,550	2,615	2,641	2,603	4,459	1,585
August	2,579	2,761	2,367	2,681	2,597	3,069	1,609
September	2,654	2,668	2,479	2,835	2,659	1,200	1,701
October	4,669	3,748	3,588		4,002	1,353	2,153
November	8,923	8,362	9,245		8,843	8,370	5,547
December	16,039	13,392	16,314		15,248	17,408	9,788
Total Annual Usage	83,718	90,313	85,835	53,719	85,420	84,846	49,720

Six Month Extension of Service Agreement 10/24/12; Nov 2012 through April, 2013

Quantity	
November	5,547
December	9,788
January	8,321
February	6,722
March	5,541
April	2,953
	38,873

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item 17
Tab Number 11
Date: 11/5/2012

<u>Date Submitted:</u>	<u>Action:</u>	<u>Subject:</u>
<u>October 29, 2012</u>	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal	<u>OPERATIONAL AGENCY AGREEMENT WITH BP ENERGY COMPANY</u>

TO: MAYOR AND COUNCIL
FROM: Finance Director Ruth Graham

DISCUSSION:

The City of Willcox purchases Natural Gas from BP Energy Company. BP has notified us that the City is required to have an Operational Agency Agreement with BP in place to meet federal requirements.

BP indicated that in a review of its files from Wasatch Energy, our provider prior to the purchase of Wasatch by BP, they found that the City did not have the required Operational Agency Agreement in place. BP has asked that the City complete the agreement.

It is a standard agreement that has been reviewed and approved by John Gregg, our Gas Attorney in Washington, D.C., and by Ann Roberts, our City Attorney.

RECOMMENDATION:

Motion to approve the Operational Agency Agreement with BP Energy Company.

FINANCIAL IMPACT: N/A.

Submitted by:



Ruth Graham, Finance Director

Approved by:



Pat McCourt, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2012-83

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, (“CITY”) APPROVING THE OPERATIONAL AGENCY AGREEMENT WITH BP ENERGY COMPANY ; DIRECTING AUTHORIZED CITY OFFICERS AND AGENTS TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION; AND, DECLARING AN EMERGENCY TO EXIST.

WHEREAS, the CITY is empowered pursuant to Arizona Revised Statutes, Title 9, Section 9-240(B)(2) to appropriate money and provide for payment of its debts and expenses and authorized pursuant to A.R.S. §9-514 to engage in business of the a public nature, specifically, gas distribution; and,

WHEREAS, the CITY desires to appoint BP Energy Company (BPEC) as its agent to manage and administer Gas Supply Contracts and Transportation Agreements based upon instructions received from CITY with respect to Gas Supply Obligations; and,

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, as follows:

SECTION 1: The Mayor and City Council hereby authorize and approve the Operational Agency Agreement between the City of Willcox and BP Energy Company for the purpose of purchasing and distributing natural gas; and,

SECTION 2: The terms of the Operational Agency Agreement are approved as presented and attached hereto; and,

SECTION 3: CITY Officials and Administrators are authorized and directed to take all action required to participate and perform under the terms of the Operational Agency Agreement; and,

SECTION 4: That the Mayor is authorized and empowered to execute and deliver the Operational Agency Agreement and this Resolution as presented; and,

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

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 5th day of November, 2012.

APPROVED/EXECUTED:

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2012-83

OPERATIONAL AGENCY AGREEMENT

This Agency Agreement (the "Agreement") is made and entered into this 11th day of July, 2012, (the "Effective Date") by and among City of Willcox ("Counterparty"), an Arizona municipality, and BP Energy Company ("BPEC"), a Delaware corporation. Counterparty and BPEC are sometimes referred to herein individually as a "Party" or collectively as the "Parties".

ARTICLE I. DEFINITIONS AND INTERPRETATION.

1.1 Definitions. The following terms when used herein shall have the meanings set forth below.

"Bankruptcy" means with respect to any Party, (i) the filing by such Party of a petition or the commencement of, or the acquiescence in the commencement of, a proceeding or cause of action under any bankruptcy, insolvency or similar law providing for the protection from its creditors, or a Party having any such proceeding or cause of action filed or commenced against it; (ii) the seeking by such Party of the appointment of a trustee, receiver, liquidator, custodian or other similar official over it or any substantial part of its property, or consenting to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it; (iii) the making of an assignment or any general arrangement for the benefit of its creditors; (iv) such Party admitting its inability to pay its debts as they fall due; (v) such Party becoming bankrupt or insolvent (however documented or evidenced); or (vi) such Party making an general assignment for the benefit of its creditors.

"Business Day" means all Days except Saturdays, Sundays or Federal Reserve Bank holidays.

"Commodity Charges" shall mean all commodity charges, ACA surcharges, GRI surcharges and other tariff charges assessed by a Pipeline pursuant to the approved tariff or governing documents of such Pipeline as a result of the actual transportation of Gas.

"Day" means a period of 24 consecutive hours, starting at 9:00 a.m. Central Clock Time on any calendar day.

"Delivery Point(s)" shall mean the delivery point(s) specified in the Transportation Agreements.

"Demand Charges" shall mean any and all demand/reservation charges assessed by a Pipeline pursuant to the approved tariff of such pipeline.

"Fuel" means the quantity of Gas consumed by a Pipeline in transporting Gas and includes any provision by such pipeline for lost and unaccounted for Gas, as determined in accordance with the approved tariff or governing documents of such pipeline.

"Gas" means any mixture of hydrocarbons and non-combustible gases in a gaseous state consisting primarily of methane.

"Gas Supplier" means the seller of Gas to the Counterparty under the terms of a Gas Supply Contract, which could be BPEC or another third party.

"Gas Supply Contracts" means the contracts for the sale of Gas from an entity to Counterparty; as such contracts are identified on Exhibit A.

"Gas Supply Obligations" means any Gas purchased by Counterparty from a party or entity under any of the Gas Supply Contracts.

"Imbalance Charges" means any fees, penalties, costs or charges, (in cash or in kind) assessed by a Pipeline as a result of any differences between the actual measured quantities and scheduled quantities at a receipt or delivery point on any Day, whether as a result of a failure to satisfy the Pipeline's balance and/or nomination requirements, a violation of a volumetric condition imposed by the Pipeline on any

point, or any other conditions/restraints allowing for any such assessment under the applicable tariff or governing documents.

“Month” means the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.

“Pipeline” means any one, as applicable, of the pipelines (or storage facilities), including local distribution companies (LDCs), identified in the applicable Transportation Agreement(s).

“Pipeline Capacity” means the capacity on the applicable Pipeline as contracted for by Counterparty pursuant to the applicable Transportation Agreement(s).

“Receipt Point(s)” shall mean the receipt point(s) identified in the Transportation Agreements where the Counterparty receives Gas under the Gas Supply Contracts.

“Term” shall have the meaning as set out in Section 6.1 of this Agreement.

“Transportation Agreements” means a contract for transportation or storage service entered into by and between Counterparty and the Pipeline as such agreements are identified on Exhibit A.

ARTICLE II. APPOINTMENT OF AGENT

2.1 BPEC as Agent. Counterparty hereby appoints BPEC to serve as its exclusive agent to manage and administer the Gas Supply Contracts and the Transportation Agreements with respect to the specific duties set forth in Article III throughout the Term of this Agreement. BPEC shall have no authority to undertake actions on behalf of the Counterparty that are beyond the scope of the authorizations stated in this Agreement. Counterparty does not appoint BPEC to act as its general agent, or as an agent for any other purpose other than the express authorizations granted in this Agreement. In no event shall BPEC, in its capacity as agent or otherwise, take title to the Gas being transported under the Transportation Agreements.

2.2 Implementing Notices. Counterparty shall provide each Pipeline with notices under the applicable Transportation Agreement of the appointment of BPEC as agent in time for BPEC to administer and manage the contracts for which it has been given responsibility. Counterparty further agrees to take any and all actions necessary to facilitate such appointment, including but not limited to executing documents required by the Pipeline.

2.3 Governmental Requirements. The Parties agree that BPEC’s services under this Agreement may be subject to local, state, or Federal laws, rules, and regulations (“Governmental Requirements”). The Parties agree to comply with all Governmental Requirements applicable to this Agreement, and Counterparty agrees that it shall not require or request BPEC to perform any action, or to omit to perform any action, that BPEC reasonably believes is required under applicable Governmental Requirements.

2.4 Standard of Care. BPEC will perform its duties under this Agreement with the same standard of care that a similarly situated reasonably prudent party would perform the same duties for a similarly situated counterparty.

2.5 Fiduciary Obligation Disclaimer and Waiver. Notwithstanding the designation of BPEC as Counterparty’s agent under the terms of this Agreement, Counterparty agrees that BPEC is not acting in a fiduciary capacity on Counterparty’s behalf and accordingly the Parties do not have a relationship that imposes a higher duty of trust or confidence on BPEC than the standard imposed with respect to two parties engaged in an arms length agreement, and accordingly Counterparty expressly waives any and all claims that BPEC owes a fiduciary obligation to the Counterparty. In furtherance of the foregoing, Counterparty acknowledges that BPEC currently engages in

substantially similar agency activities for other counterparties, and nothing herein shall in any manner be deemed to limit or prohibit BPEC's performance of such agency practices on behalf of such other parties, even to the extent that the Counterparty and any such other party may be involved in a business agreement with BPEC acting as agent for both parties.

ARTICLE III. PERFORMANCE OBLIGATIONS

3.1 BPEC's Specific Responsibilities. BPEC shall satisfy the following responsibilities under the terms of this Agreement.

- (a) based on the timely instructions received from the Counterparty (or the party responsible for conveying any such instructions under the Gas Supply Contracts) with respect to the Gas Supply Obligations, prepare and submit daily and monthly nominations, as applicable, to facilitate Counterparty's receipt of such Gas at the applicable Receipt Point(s) from the party or entity identified under any Gas Supply Contracts and the transport of Counterparty's Gas using the Pipeline Capacity, less Fuel, to the Delivery Point(s);
- (b) on each Day, manage the applicable Pipeline Capacity on the Pipeline so as to minimize Imbalance Charges, if possible, related to the receipt and delivery of the Gas;
- (c) manage any critical Day events or operational issues affecting the Pipeline or any other industry developments or circumstances of which BPEC has become aware that may have a material effect on the transportation of Gas hereunder, including the suggestion of balancing alternatives to the Counterparty during any period;
- (d) balance gas transportation activities in accordance with the election, if any, set forth in Section 3.3 of this Agreement, and provide daily, weekly or monthly reports of such activities as requested by the Counterparty;
- (e) to the extent that the Counterparty elects under a Gas Supply Contract to have the Gas Supplier bill the Counterparty based upon the Counterparty's actual consumption of Gas at the burner tip, monitor the Counterparty's actual consumption and upon request report the same to Counterparty;
- (f) manage the receipt and payment of invoices on the Pipelines on the Counterparty's behalf, with such invoicing being reflected in the charges owed to BPEC under the terms of this Agreement;
- (g) communicate to Counterparty any applicable Federal or state regulatory matter of which BPEC has become aware which may impact BPEC's performance of the services made the subject of this Agreement;
- (h) provide monthly or quarterly gas usage analysis or other customized management reports to Counterparty that summarizes all natural gas and transportation operations and services utilized by the Counterparty;
- (i) upon request, post any unused Pipeline Capacity for release in accordance with existing rules, regulations and governing tariffs; and
- (j) maintain an ongoing familiarity with the terms of the Transportation Agreements, including the pipeline tariffs and governing documents applicable thereto.

3.2 Counterparty's Responsibilities. In order to enable BPEC to perform its duties and obligations under this Agreement, Counterparty shall:

(a) if required under the terms of the Gas Supply Contracts, timely provide information to BPEC to facilitate BPEC's nomination and scheduling obligations and other obligations under Sections 3.1 and 3.3 (if applicable) such that BPEC may timely nominate and schedule delivery of the Gas from the Receipt Point(s) to the Delivery Point(s), or cause the responsible party under the Subject Gas Supply Contracts to timely supply such information to BPEC;

(b) take all actions in a timely manner required to effectuate BPEC's responsibilities, such as executing applicable agency agreements with the Pipelines, in order to enable BPEC to provide the services provided for under this Agreement;

(c) provide any relevant information, contracts or related documentation in respect of the Gas Supply Contracts, and/or the Transportation Agreements as necessary;

(d) on each Day, take any action not expressly the responsibility of BPEC under this Agreement to receive or cause to be received at the applicable Receipt Point(s) under the Transportation Agreements, quantities of Gas in the aggregate equivalent to the timely instructions provided to BPEC regarding such quantity of Gas scheduled for delivery to the Counterparty under the Gas Supply Contracts at the Receipt Point(s) to ensure that imbalances will not occur, such as updating and notifying BPEC of any operational changes or circumstances, if applicable, that may impact Counterparty's Gas requirements as soon as possible;

(e) maintain in full force and effect during the Term, without suspension, the Gas Supply Contracts and the Transportation Agreements;

(f) communicate to BPEC any applicable Federal or state regulatory matters of which the Counterparty becomes aware which may impact the Gas Supply Contracts or the Transportation Agreements; and

(g) hold title at all times during the Term of this Agreement to any Gas made the subject of BPEC's agency services under this Agreement.

3.3 Individual Balancing Services. "Balancing" shall mean the agency service provided by BPEC for balancing as an individual counterparty under subsection (a) hereinafter, or balancing in a pool with other counterparties under subsection (b) hereinafter, with respect to managing the Counterparty's Gas requirements and resulting financial outcome related to Gas nominations, actual deliveries and/or the Counterparty's actual consumption of Gas. The financial outcome is the economic measure of excess or deficient Gas positions and the financial gains or losses generated from such Gas positions.

(a) Counterparty agrees that BPEC shall balance Counterparty's Gas requirements on an individual basis and will not combine Counterparty's daily Gas activities with those of any other BPEC counterparties.

(b) When the Counterparty receives more Gas than is needed for its own Gas requirements, BPEC shall, as the agent for the Counterparty, utilize commercially reasonable efforts to manage the Counterparty's "long" Gas position on the applicable Pipeline by selling such excess Gas to another entity that is "short" on the Pipeline at a price equivalent to the mid-point of the cash out price charged by the

Pipeline under its governing documents/applicable tariff. If BPEC is unable to sell such Gas to another entity on the Counterparty's behalf, the Counterparty agrees that such Gas shall be sold to the applicable Pipeline at the cash out price authorized under such Pipeline's governing documents/applicable tariff. If BPEC is the Gas Supplier, the Counterparty shall remain obligated to pay BPEC the price for the Gas established under the applicable Gas Supply Contract, and if another entity is the Gas Supplier, the Counterparty shall remain obligated to pay such Gas Supplier the price for the Gas established under the applicable Gas Supply Contract. Any economic gains or losses resulting from the foregoing Balancing activities performed on the Counterparty's behalf shall be borne directly by the Counterparty.

(c) When the Counterparty receives less Gas than is needed for its own Gas requirements, BPEC shall, as the agent for the Counterparty, utilize commercially reasonable efforts to manage the Counterparty's "short" Gas position on the applicable Pipeline by buying Gas from another entity that is "long" on the Pipeline at a price equivalent to the mid-point of the cash out price charged by the Pipeline under its governing documents/applicable tariff. If BPEC is unable to buy such Gas from another entity on the Counterparty's behalf, the Counterparty agrees that such Gas shall be bought from the applicable Pipeline at the cash out price authorized under such Pipeline's governing documents/applicable tariff. The economic consequences resulting from the foregoing Balancing activities shall be borne directly by the Counterparty.

(d) Economic gains and losses from Balancing Gas requirements shall be quantified for the Counterparty's account and shall be invoiced to the Counterparty, with any payments being made by, or credit provided to, as the case may be, the Counterparty, with all of the foregoing being done in accordance with the terms of the Gas Supply Contract by and between BPEC and the Counterparty.

3.4 Cover Damages. If BPEC fails to nominate and schedule the daily volumes required for the receipt and delivery of the Gas in accordance with the timely instructions received from the Counterparty (or the party responsible for conveying any such instructions under the Gas Supply Contracts), and as a result Counterparty is unable to receive such Gas at the Delivery Point(s), then Counterparty may cover the amount of Gas that was requested by Counterparty but that was not nominated/scheduled by BPEC with other Gas supplies using commercially reasonable efforts, and the cost of cover, if any, actually incurred by Counterparty shall be reimbursed by BPEC. Notwithstanding anything to the contrary set forth in this Agreement, the Parties acknowledge and agree that (a) BPEC shall not have any responsibility for determining the quantity of Gas, if any, that Counterparty should purchase under the Gas Supply Contracts to satisfy its requirements, (b) BPEC shall not be responsible for supplying any Gas to Counterparty under the terms of this Agreement, and (c) BPEC's responsibilities under this Agreement with respect to the Gas Supply Obligations are expressly limited to nominating and scheduling Gas on the Counterparty's behalf according to the Counterparty's instructions, which have been made in Counterparty's sole discretion and judgment, provided that they have been timely provided to BPEC, in addition to performing the other limited activities set forth in Sections 3.1 and 3.3 (if applicable).

3.5 Risk Allocation. Notwithstanding Section 3.3(b), Counterparty assumes all risks of (i) the failure of the Gas Supplier under the Gas Supply Contracts to deliver Gas at the applicable Receipt Point(s), (ii) the curtailment, interruption or the unavailability of the Pipeline Capacity due to an event of force majeure or otherwise, either in whole or in part, on the Pipeline, and (iii) the failure of the Gas to be transported and delivered to the Delivery Point(s) for any reason whatsoever not attributable to BPEC's failure to nominate and schedule in accordance with its duties under this Agreement. For purposes of clarity, with respect to the Gas Supply Obligations, BPEC shall have no liability to Counterparty under this Agreement by reason of any failure by a Gas Supplier, for any reason whatsoever, to deliver Gas under a Gas Supply Contract at the Receipt Point(s). Provided, however, if BPEC is the Gas Supplier under any of the Gas Supply Contracts, nothing in this section is intended to release or modify in any manner BPEC's obligations thereunder.

3.6 Responsibility for Charges. BPEC shall reimburse Counterparty for any liabilities, costs, damages, Imbalance Charges, Demand Charges and/or Commodity Charges actually incurred by Counterparty solely as a result of BPEC's negligent or willful failure to perform its obligations under Sections 3.1 or 3.3 (if applicable). Notwithstanding the preceding sentence, BPEC shall not be responsible for any of the foregoing if BPEC's failure to perform was caused in whole or in part by (i) Counterparty's failure to perform its obligations under Section 3.2, (ii) BPEC's adherence to instructions received from or on behalf of the Counterparty, or (iii) as a result of BPEC enforcing its rights and remedies due to a breach of this Agreement by Counterparty. Counterparty shall be responsible for any and all liabilities, costs, damages, Imbalance Charges, Demand Charges and/or Commodity Charges incurred by Counterparty which are not the express responsibility of BPEC under this Agreement.

3.7 Timely Instructions. The timeliness of the instructions provided by the Counterparty (or by the party responsible for conveying any such instructions under the Gas Supply Contracts) for purposes of Sections 3.1, 3.2 and 3.4 shall be determined by ascertaining whether BPEC was given a commercially reasonable amount of time from BPEC's receipt of the nomination and scheduling instructions from the Counterparty (or the responsible party) prior to the nominating and scheduling deadlines established by the applicable Pipeline.

ARTICLE IV. CONSIDERATION

4.1 Agent's Compensation. The Parties agree and acknowledge that all consideration for the agency services set forth in this Agreement is reflected in the Gas price for transactions under the Gas Supply Contract.

4.2 Audit Rights. A Party shall have the right, at its own expense, upon reasonable written notice to the other Party and at reasonable times on any Business Day, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other Party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under this Agreement. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to this Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within one year after the Month that the service activities made the subject of the invoices or billings is performed. All retroactive adjustments under this section shall be paid in full by the Party owing payment within thirty (30) Days of the written notice after the substantiation of such inaccuracy.

ARTICLE V. ACCOUNT STATEMENTS

On or before the 10th Day of each Month, BPEC shall deliver to Counterparty a statement that sets out for the previous Month a detailed calculation showing the amounts owed under this Agreement (whether for the reimbursement of transportation services paid to the Pipeline by BPEC on the Counterparty's behalf, the consideration owed to BPEC under Article IV, or otherwise), including any adjustments made in accordance with Articles IV or V. On or before the later of the 20th Day of the Month or ten (10) Days subsequent to the date that the statement is delivered by BPEC, the net amount of each statement shall be paid by the Party owing such amount to the Party owed such amount. In the event that the payment date is not a Business Day, the payment shall be due on the next Business Day. Any amounts owing by BPEC to Counterparty under Section 3.4 for cover damages shall be supported by appropriate documentation and information, and such amounts, if any, shall be netted in accordance with this section in the Month following the incurrence of such costs by Counterparty. If the invoiced party disputes an invoice in good faith, it shall nevertheless submit any undisputed portion of the invoice to the other Party. Provided further, that the disputing Party must, prior to disputing any invoice, provide supporting documentation

for the dispute in accordance with industry practice to the other Party. The Parties shall attempt to resolve the dispute, and in the event they cannot, the Parties may exercise any and all rights and remedies available to such Party under this Agreement, at law or in equity. In addition to any such rights and remedies, if the disputing Party does not prevail in any subsequent litigation or proceeding with respect to such dispute, it shall also owe the other Party interest at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable interest rate allowed by law. All payments or reconciliations under this Agreement shall be made in United States currency. Payments under this Agreement shall be effected by wire transfer remittance as follows:

To Counterparty:

Bank: JP Morgan Chase

ABA:

Account:

To BPEC:

Bank: JPMorgan Chase & Co.

ABA:

Account:

ARTICLE VI. TERM

This Agreement shall remain in effect from the period commencing on the Effective Date and ending on the earlier to occur of (i) the date the Agreement is terminated in accordance with Article VIII, or (ii) upon ten (10) days written notice by one Party to the other Party (such period being the "Term"). Each Party's obligations regarding payment and indemnification hereunder shall survive the termination of this Agreement for a period of time equal to the time for which the applicable statute of limitations applies.

ARTICLE VII. TAXES

7.1 Tax Matters. Each Party is responsible for the economic benefits and burdens related to the consideration received by such Party under this Agreement. Accordingly, each Party shall report to the Internal Revenue Service or any other applicable taxing authority, all information relevant to the economic benefits and burdens related to this Agreement and shall maintain the necessary records for such tax reporting. Each Party shall indemnify, defend and hold the other Party harmless as to any costs or liabilities claimed against or incurred by such other Party in connection with claims for Taxes made by third parties or entities, including governmental entities, arising out of the activities made the subject of this Agreement to the extent that such costs or liabilities arise from or relate to all or any portion of the obligations attributable to such Party. References to "costs" in connection with this section shall include all reasonable and necessary attorneys' fees and expenses, consultants' fees, travel expenses, and court costs, including costs incurred to enforce the indemnity obligations.

7.2 Responsibility for Sales and Similar Taxes. Counterparty shall be solely responsible for all taxes, fees, levies, penalties, licenses or charges imposed by any government authority (collectively "Taxes") that are currently imposed on the purchase and delivery of the Gas Supply Obligations, including any Taxes attributable to the Counterparty's capacity on the Pipeline under the Transportation Agreements, and any new Taxes that might be imposed on such continued purchases and deliveries. With respect to BPEC's compensation under this Agreement, BPEC shall be responsible for any Taxes associated with such consideration.

ARTICLE VIII. DEFAULT AND REMEDIES

8.1 Events of Default. The following actions or inactions by a Party shall constitute an “Event of Default” under this Agreement:

(a) breach of any obligation under this Agreement (save and except for any breach by Counterparty of Sections 3.2(e) which is addressed hereinafter in subsections (c)-(f) or any breach by BPEC addressed in Section 3.4), if such breach is not cured by the Party in breach within ten (10) Business Days after written notice of such breach from the non-defaulting Party;

(b) the Bankruptcy of a Party;

(c) Counterparty allows a Gas Supply Contract or a Transportation Agreement to be suspended, in whole or in part, for a period of greater than five (5) consecutive Days;

(d) Counterparty allows any Gas Supply Contract under which BPEC is a Gas Supplier to be terminated without having a replacement contract with BPEC for substantially the same quantity on the same material terms and conditions within three (3) Business Days after the original Gas Supply Contract with BPEC was terminated;

(e) Counterparty allows any Gas Supply Contract to be terminated, other than one under which BPEC is the Gas Supplier, without having a replacement contract with another Gas supplier for substantially the same quantity on the same material terms and conditions within three (3) Business Days after the original Gas Supply Contract was terminated, or Counterparty fails to give BPEC prior written notice of such replacement contract within three (3) Business Days after such contract has been entered into by the Counterparty; or

(f) Counterparty allows any of the Transportation Agreements to be terminated.

8.2 Remedies. If an Event of Default has occurred and is continuing, the non-defaulting Party may suspend performance on written notice to the defaulting Party and, at its election, terminate this Agreement on written notice to the defaulting Party. The non-defaulting Party must elect to terminate this Agreement within twenty (20) Business Days of the Event of Default or re-commence performance. During any time that BPEC suspends performance in accordance with this Section, it shall have no obligation to perform any services of any nature under this Agreement, until such time as the Counterparty has remedied the breach and provided notice thereof to BPEC. In the event BPEC resumes performance either as a result of not electing to terminate this Agreement or by informing the Counterparty in writing that it rescinds its suspension of performance, Counterparty shall take all necessary steps with its Gas Suppliers under the Gas Supply Contracts and/or the Pipelines under the Transportation Agreements to facilitate BPEC’s performance under this Agreement. Termination of this Agreement shall not preclude or limit the non-defaulting Party from pursuing any other remedy available at law or in equity in respect of the Event of Default under this Agreement, including the pursuit of damages.

ARTICLE IX. MISCELLANEOUS

9.1 No Partnership or Joint Venture. The obligations and liabilities of the Parties are intended to be several and not joint, and nothing contained in this Agreement shall be construed to create an association, trust, partnership or joint venture between the Parties, and each Party shall be liable individually and severally for its own obligations under this Agreement. Both Parties agree that their relationship is

strictly as one of principal and agent, as limited by this Agreement and to the express purposes set forth in this Agreement.

9.2 Compliance with Governmental Requirements. BPEC and Counterparty shall comply with (i) the nomination and scheduling requirements on the terms and conditions set forth in this Agreement, as such requirements are provided in writing, orally or otherwise to BPEC by Counterparty (or the party responsible for conveying any such instructions under the Gas Supply Contracts), (ii) the Transportation Agreements covering the Pipeline Capacity, and the applicable tariffs or governing documents, and (iii) all applicable Governmental Requirements affecting the transportation and sale of Gas that are related to this Agreement. Without limiting the generality of the foregoing, if during the term of this Agreement any governmental agency of competent jurisdiction should determine that the obligations and duties contemplated in this Agreement cannot be performed in accordance with applicable Governmental Requirements, wholly or in part, the Parties shall immediately suspend performance under this Agreement. BPEC and Counterparty shall, within ten Days of such a determination, meet to determine whether this Agreement can be revised so that the transactions contemplated herein can be performed fully in accordance with applicable Governmental Requirements. In the absence of a superseding written agreement between the Parties following such event and following such meeting, this Agreement shall terminate with no damages being owed by either Party to the other.

9.3 Further Assurances. The Parties agree to execute and deliver such additional instruments or documents as may be necessary to carry out the purposes of this Agreement.

9.4 Assignment. Neither Party may assign this Agreement to any third party without the express written consent of the other Party, which consent may not be unreasonably withheld. Any attempted assignment of this Agreement in violation of this Section shall be void and of no force and effect. This Agreement shall inure to the benefit of and bind the respective successors, heirs, representatives and permitted assigns of the Parties.

9.5 Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, without regard to its conflicts of laws rules or principles.

9.6 Notices. Any communications between the Parties hereto or notices provided herein to be delivered may be delivered to the following addresses:

If to Counterparty:

City of Willcox
101 South Railroad Ave
Willcox, AZ 85643
Attn: Ruth Graham
Phone: 520-384-4271
Fax: 520-384-2590

If to BPEC:

BP Energy Company
18101 Von Karman Ave.
Irvine, California 92612
Attn: Kevin Topdjian
Phone: 949-251-8696 ext. 111
Fax: 949-251-0230

All notices and communications required or permitted to be delivered hereunder shall be in writing and shall be considered as properly delivered (i) when delivered in person, (ii) on the next delivery Day after placed with an overnight delivery service (including Federal Express, Emery, DHL, Air Borne and other similar overnight delivery services) and designated for next-Day service with proof of delivery, or (iii) if delivered by facsimile, upon the sending Party's transmission of such notice or communication with proof of successful transmission, provided that the Day on which such facsimile is transmitted is a Business

Day. If the Day on which the facsimile is transmitted is not a Business Day or the transmission is made after 5:00 p.m. on a Business Day at the recipient's location, then such facsimile shall be deemed to have been delivered and received on the next following Business Day. Any Party shall have the right to change its address for notices hereunder to any other location within the continental United States by giving thirty (30) Days notice to the other Parties in the manner set forth hereinabove.

9.7 Release and Indemnity. BPEC agrees to fully indemnify, defend and hold Counterparty harmless, including its respective directors, officers, employees, agents and representatives, from and against any and all claims, causes of action, disputes, demands, threats of litigation or arbitration, costs, expenses, damages, injuries, obligations, liabilities, losses, liens, encumbrances, judgments, settlements, interests, awards of every kind and character without limitation, including any and all reasonable attorney's fees and expenses as well as costs of court or arbitration, arising from, under or as a result of claims related to title, personal injury (including death), and property damage, whether created by law, contract, strict liability, tort, judgment, voluntary settlement or in equity (collectively all of the foregoing being "Claims"), made by all persons or entities to the extent that such Claims are attributable to the negligence or willful misconduct of BPEC in performing its duties under this Agreement, unless BPEC is being indemnified for such Claims by Counterparty under this Agreement. Similarly, Counterparty agrees to fully indemnify, defend and hold BPEC harmless, including its respective directors, officers, employees, agents and representatives, from and against any and all Claims made by all persons or entities to the extent that such Claims are related in any manner to the Transportation Agreements or the Gas Supply Contracts, unless the Counterparty is being indemnified for such Claims by BPEC under this Agreement.

9.8 Limitation on Damages. Save and except to the extent it is related to any Party's indemnity obligations under this Agreement, no Party, nor its directors, trustees, agents, officers, or employees, shall be liable to any other Party, its directors, trustees, agents, officers, or employees, for any punitive, consequential, incidental, indirect, exemplary or special damages arising out of a claim related to this Agreement, whether as a result of breach of contract, breach of warranty, tort liability (including both negligence and strict liability), strict liability or otherwise.

9.9 Authority to Execute. Each of the Parties to this Agreement represents and warrants that, as of the Effective Date, (i) it has full and complete authority to enter into and perform this Agreement; (ii) the person who executes this Agreement on its behalf has full and complete authority to do so and is empowered to bind it thereby; and (iii) it is not insolvent and has not sought protection from its creditors in Bankruptcy or is otherwise the subject of Bankruptcy.

9.10 Miscellaneous. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. The headings and subheadings contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement between the Parties and shall not be used to construe or interpret the provisions of this Agreement. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, for any reason, then, insofar as is practical and feasible, the remaining portions of this Agreement shall be deemed to be in full force and effect as if such invalid provision was not contained herein. Except as expressly otherwise provided in this Agreement, all covenants, indemnities, representations, warranties, acknowledgments, agreements, rights and obligations of the Parties under this Agreement, that are capable of having effect after the termination of this Agreement for any reason, shall survive and remain in full force and effect beyond, and not be affected by, the termination of this Agreement.

9.11 Waiver. One or more waivers of any provision of this Agreement by a Party shall not be construed as a waiver of a subsequent breach or requirement of the same provision, and the consent by a Party to or approval of any act or omission by a Party requiring the other Party's consent or approval shall

not be deemed to waive or render unnecessary such other Party's consent to or approval of any subsequent similar act or omission by such Party. Any and all waivers of this Agreement shall only be binding on a Party to the extent that the waiver is in writing.

9.12 Entirety and Amendments. This Agreement constitutes the entire agreement between the Parties regarding the services to be provided under this Agreement, and supersedes and replaces any prior and contemporaneous communications, understandings and agreements between Counterparty and BPEC related to such subject matter, whether written or verbal, express or implied. No modification, amendment, supplementation or alteration of the terms and provisions of this Agreement shall be or become effective except by written amendment executed by the duly authorized representative of the Parties.

9.13 Definitions. To the extent that any defined terms used in this Agreement are not otherwise defined herein, they shall have the definition set forth in the Gas Supply Contract by and between BPEC and the Counterparty.

IN WITNESS WHEREOF, and with the intent to be legally bound, the Parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the Effective Date.

BP ENERGY COMPANY

City of Willcox

By: _____

By: _____

Name: Jason Tate

Name: Robert A. Irvin

Title: VP, West Region Marketing & Origination

Title: Mayor

Date: 06/25/12

Date: _____

Exhibit A

Gas Supply Contracts

1. 2002 NAESB Base Contract for Sale and Purchase of Natural Gas (NAESB) between City of Wilcox and BP Energy Company dated August 1, 2007

Transportation Agreements

1. Agreement made and entered as of the 30th day of August, 1991, by and between El Paso Natural Gas Company, a Delaware corporation, hereinafter referred to as "El Paso," and City of Willcox, Arizona, an Arizona municipality, hereinafter referred to as "Shipper."

[Operational Agency Agreement]

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item 18
Tab Number 12
Date: 11/05/12

Date Submitted:	Action:	Subject:
October 29, 2012	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal <input type="checkbox"/> Other	Employee Appreciation Awards for 2012

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

DISCUSSION:

Since 2009 we have been unable to hold our annual awards banquet due to budgetary restraints. For 2010 and 2011 we chose to present the council with options and Option number one was selected both years. In the Finance budget in the FY13 budget book, under Line No.10-442-2705, the sum of \$3,000 is budgeted for employee activities. Staff has considered again this year the use of the budgeted funds in the form of an Employee Appreciation of Service Award to be made by the Mayor and Council. We currently have 58 employees, and the awards will be processed through payroll and included in the employees' taxable income.

Option #1 - Present our full time employees with an appreciation award in the net amount of \$45.00, at an overall cost of approximately \$2,978.74. This will be within the FY13 budgeted amount.

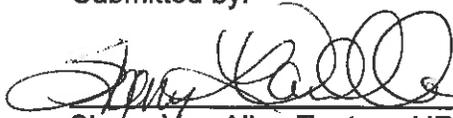
Option #2 – Schedule an Annual Banquet.

We have checked again with the Arizona League of Cities and Towns and our City Attorney to confirm that such an Appreciation Award does not violate any gifting policies or new legislation. Staff has made budget cuts and continued to contain spending below budget, and found ways to cut down on overall expenses. This small token of appreciation will show City employees that the Mayor and Council acknowledge their dedication and that they are a valuable asset to the success of our City.

RECOMMENDATION: Motion to approve Resolution No. 2012-_____, **Option #1**, authorizing the City of Willcox to present all full time employees with an Appreciation of Service Award of in the amount of **\$45.00**; or, in the alternative direct staff to plan an Annual Banquet.

FISCAL IMPACT: \$2978.24.

Submitted by:


Sherry Van Allen-Teeters, HR Gen.

Approved by:


Pat McCourt, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2012-85

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA ["CITY"] FOR THE PURPOSE OF APPROVING AND AUTHORIZING AN EMPLOYEE APPRECIATION OF SERVICE AWARD, SELECTED FROM TWO AWARD OPTIONS RELATED TO CITY EMPLOYEES; AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION; AND, DECLARING AN EMERGENCY TO EXIST.

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

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

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

WHEREAS, if approved and authorized, the City can provide an end of year awards dinner; and,

WHEREAS, if approved and authorized, the use of the cost of the awards dinner can be distribute via an Appreciation of Service Awards option which will be processed through payroll and included in the employee's taxable income; and,

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

WHEREAS, the Mayor and Council of the City of Willcox desire to have this Resolution presented at its November 5th, 2012 Council Meeting; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, as follows:

SECTION 1: The Mayor and City Council hereby approve and authorize the Employee Appreciation Award option as selected at its November 5th, 2012, City Council Meeting and direct City staff to carry out specific action; and,

SECTION 2: That the Mayor is authorized and empowered to execute and deliver this Resolution as presented; and,

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

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 5th day of November, 2012.

APPROVED/EXECUTED:

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2012-85

CITY OF WILLCOX
Request for Council Action

Agenda Item: 19
Tab Number: 13
Date: 11-05-12

Date Submitted:
October 29, 2012
Date Requested:
November 4, 2012

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject:
Approval of Revised
Fees – Wilson
Engineering for
WWTP Rebuild

To: Honorable Mayor and City Council

From: John Bowen, Utilities Supervisor

Discussion:

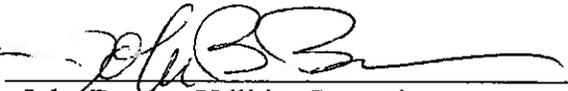
The following is a chronological listing of the Waste Water Treatment Plant (WWTP) renovation mandate from Arizona Department of Environmental Quality (ADEQ) to meet State and Federal Environmental Protection Agency (EPA) laws.

- December 23, 2008 – City of Willcox receives ADEQ Notice of Violation
- February 15, 2009 – City of Willcox contracts with Tetra Tech for initial Preliminary Engineering Report (PER) – Received \$35,000 Water Infrastructure Finance Authority grant for engineering with the City paying \$15,000
- May, 2009 – Meeting with City of Willcox and United States Department of Agriculture (USDA)/ Rural Development (RD) to discuss funding
- October 14, 2009 – City of Willcox contracts with Tetra Tech to complete the Preliminary Engineering Report (PER) and Environmental Report (ER) funded by The Border Environmental Corporation Commission (The BECC)
- August 30, 2010 – The City receives a \$1,000,000 low interest loan from WIFA for engineering and design. City Council approved by Resolution
- August 31, 2010 – The City of Willcox and ADEQ met to negotiate the timeline and requirements for compliance with the Consent Order
- September 20, 2010 – ADEQ final draft for the Consent Order
- October 13, 2010 – Clarification teleconference with ADEQ and City of Willcox
- November 9, 2010 – Received ADEQ's response to teleconference questions
- December 1 & 8, 2010 – Publish Request for Qualifications (RFQ) for WWTP engineering
- January 7, 2011 - Received RFQ proposals

- January 14, 2011 – Completion selection by way of matrix and contacted reference for top three engineering firms which had submitted RFQ's. The selection committee was comprised of John Bowen, Utilities Supervisor, Dave Bonner, Public Services & Works Supervisor, Jim Thomas, Plant Operator, and Linda Stoddard, Utilities Administrative Assistant
- January 18, 2011 – The selection unanimously chose Wilson Engineering
- January 20, 2011 – Meeting with Wilson Engineering to review scope of work and design timeline
- February 14, 2011 – Consent Order went into effect
- February 21, 2011 – Council approves Wilson Engineering contract for \$625,875 by resolution
- February 28, 2011 – Received comments from USDA/RD on ER and PER
- March 15, 2011 – Meeting with City of Willcox, Wilson Engineering and ADEQ in Phoenix office regarding the Aquifer Protection Permit (APP), Best Available Demonstrated Control Technology (BADCT), setback issues, and odor control
- April, 2011 – Wilson Engineering starts engineering process - progresses to approximately 30% completion
- July 7, 2011 – Program Development Assistance Program (PDAP), Border Environment Infrastructure Program (BEIP) pre-selection meeting in Willcox
- August, 2011 to December 15, 2011 – Meetings with City of Willcox, The BECC, USDA-RD, EPA-9, and WIFA to establish PER and ER. The conclusion by The BECC and USDA-RD was the PER needed to be re-done to standards. Staff contacted Wilson Engineering to inform them to halt further design.
- September 14, 2011 – Received letter from Joel Mora of The BECC that Willcox had been chosen for The BECC's 50% grant for engineering
- October 12, 2011 – The BECC kickoff meeting in Willcox
- August 14, 2012 - The BECC meeting at Willcox
- August 28, 2012 – PER process/review with Tetra Tech until acceptable by stakeholder standards
- September 10, 2012 – Wilson Engineering provides new quote for additional tasks as a result of the revised ER/PER \$936,580
- October 12, 2012 – Wilson Engineering provides revised scope of work proposal of \$829,870.
Fifty percent (50%) of the engineering fees of \$829,870 would be paid with a grant from The BECC with the balance due to be paid by the City. Dependant upon the final design cost and grant/loan requirements from USDA/RD and WIFA, the City's percentage may be rolled over into the final construction cost of the project.
- November 5, 2012 – Council Action to approve new Wilson Contract by resolution

Recommendation: Staff recommends the approval of the revised engineering fees for the Waste Water Treatment Plant Rebuild at \$829,870 to meet ADEQ, EPA, The BECC, and WIFA standards.

Fiscal Impact: 50% of the cost will be covered by funds provided by BECC. Remaining funds will come from within the \$1,000,000 WIFA loan or USDA

Prepared By: 
John Bowen, Utilities Supervisor

Approved By: 
Dave Bonner, Director Public Services and Works

Approved By: 
Pat McCourt, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2012-86

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, ARIZONA, APPROVING THE CONTRACT AWARD TO WILSON ENGINEERS, LLC (“ENGINEER”) FOR DESIGN AND ENGINEERING SERVICES FOR RECONSTRUCTION OF THE 0.6 MGD WASTEWATER TREATMENT SYSTEM FACILITIES; APPROVING AND DIRECTING AUTHORIZED CITY OFFICERS, AGENTS AND CITY STAFF TO FINALIZE THE CONTRACT; AND THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR OTHER RELATED MATTERS; AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to authority of Title 9, Article 5, Arizona Revised Statutes, the City of Willcox, Arizona (the “City”) operates a sewer system (the “System”); and,

WHEREAS, the Arizona Department of Environmental Quality has mandated a renovation of the CITY’s waste water treatment plant to meet State and Federal Environmental Protection Agency laws; and,

WHEREAS, the CITY is empowered pursuant to Arizona Revised Statutes, Title 9, Section 9-240(A) to have control of the finances and property of the corporation and authorized pursuant to A.R.S. §9-514 to engage in business of the a public nature, specifically, a sewage system; and,

WHEREAS, the CITY requires the services of a qualified engineering company to provide necessary engineering services to reconstruct and improve the existing 0.6 million gallons per day waste water treatment facility to comply with the mandate of the Arizona Department of Environmental Quality; and,

WHEREAS, the Mayor and City Council have determined that formal action on this Resolution is in the best interest of the CITY and its citizens and the Mayor and Council desire to have this item presented on November 5, 2012, at the Regular Council Meeting; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, as follows:

Section 1. This Mayor and Council hereby find and determine that it will be beneficial to the citizens of the City of Willcox for the City to award and enter into a Contract with "Engineer" to perform engineering and design services as presented; and,

Section 2. The Mayor is authorized to execute the Contract documents and City staff is directed to finalize the Contract documents and related Exhibits as presented; and,

Section 3. The appropriate officials and officers of City are hereby authorized and directed to take all actions necessary or reasonably required by the parties 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 CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 5th day of November, 2012.

APPROVED/EXECUTED:

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2012-86

CITY OF WILLCOX
Request for Council Action

Agenda Item: 20
Tab Number: 14
Date: 11-05-12

Date Submitted:
October 17, 2012
Date Requested:
November 5, 2012

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject:
Install Natural Gas
Backup Power System
for Well #3

To: Honorable Mayor and City Council

From: John Bowen, Utilities Supervisor

Discussion:

During a past emergency preparedness assessment, staff concluded that the delivery of potable water to citizens was our prime area of concern. The City of Willcox Water Section has three domestic water wells located approximately five (5) miles north of town. Two wells pump in excess of 1,000 gallons per minute each with the third pumping approximately 300 gallons per minute. This third well (Well #3) produces approximately 432,000 gallons per day. Our 1.5 million gallon storage tank is on automatic set points controlling the level between a high of 1.4 million gallons and a low of 900,000 gallons.

In 2011 daily water usage during the four coldest months of November, December, January, and February, when no one is irrigating landscaping or running evaporative coolers, was approximately 394,000 gallons per day. Staff reasoned that the 4 cold months more accurately showed the necessary household water consumption.

Based upon this assumption, we investigated various methods to insure water delivery from Well #3 in the case of an extended electrical power outage.

Electric backup generators were the first option considered. It was calculated that a 130 KW natural gas generator would be required to start the pump under full load. Natural gas is available at the well site and is a less expensive fuel than either gasoline or diesel, both possibly being in short supply in a natural disaster.

The natural gas generator proved to be more cost than budgeted at more than \$35,000 with cost, taxes, freight and required electric transfer switch. The larger V-10 6.8 L engine in the generator would be fuel inefficient compared to other options.

Councilman Klump suggested a right-angle pump drive as used by local farmers. Investigation found the City of Douglas and City of Tombstone are currently or have used a combination electric/natural gas right angle pump drive to pump water in the event of a power outage (See

attached). The much smaller V6 direct drive application will run more efficiently and at a more than \$10,000 initial savings.

In the event of an electrical outage, a serviceman will go to Well #3, switch off the electrical disconnect, start the natural gas engine and allow it to warm up sufficiently before engaging the clutch to the right angle drive. Once electric power is restored, the process is reversed and the electric pump motor is started.

This engine will only be operated in an outage situation with the exception of maintenance operation twenty to thirty minutes a month. Southwest Gas has estimated a \$43 monthly fee plus gas consumption.

Staff requested quotes from five (5) pump companies and three (3) responded. They were: Bill's Pump Service - \$24,837.38; Gilbert Pump and Equipment - \$26,608.31; and Bestway Electric Motor Service - \$28,167.30. The Webber Group and Farwest Pump failed to submit a bid.

Recommendation:

Staff recommends contracting with Bill's Pump Service to retrofit Well #3 to operate on Natural Gas as an alternate power source.

Fiscal Impact:

\$24,837.38 from Water Capital Improvement (\$28,000 Budgeted)

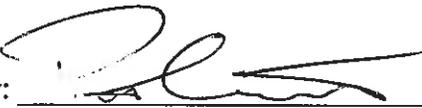
Prepared By:


John Bowen, Utilities Supervisor

Approved By:


Dave Bonner, Director Public Services & Works

Approved By:


Pat McCourt, City Manager



Sign In | [Email Sign Up](#) | [New Customers Register Now](#) | [Help](#)
[Catalog](#) | [Find a Branch](#) | **Cart Contains: (0) Items**

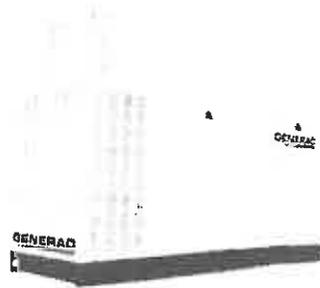
SEARCH | [Product Name](#) | [Manufacturer](#) | [Part Number](#) | [Part Description](#) |

Outdoor Equipment > Generators > Standby Generators

GENERAC Standby Generator, 130kW, 120/208V, 3Ph

Automatic Standby Generator, Liquid-Cooled, 130 kW, 162.5 kVA Rating, 120/208 Voltage, 451.5 Amps, 3 Phase, 60 Hz, Natural Gas Fuel, Engine RPM 3000, Engine Size 6.8 Liter, Length 116 In, Height 55 In, Width 37 In, 1-1/4 Fuel NPT Pipe Connection, Battery Requirements 12 Volts, Battery Requirements Min Amp Hr 525 CCA, Battery Requirements Group 24F, Sound Level dBA 65, Installation Requires Local Permits For Gas Piping, Concrete Foundation, Electrical Inspection And Approval

Grainger Item #	2ZNR7
Price (ea.)	N/A
Brand	GENERAC
Mfr. Model #	QT13068GNSY
UNSPSC #	26111604
Ship Qty.	1
Sell Qty. (Will-Call)	1
Ship Weight (lbs.)	3073.0
Availability	Item no longer available
Catalog Page No.	N/A
Country of Origin	Not Available
<small>(Country of Origin is subject to change.)</small>	



[Enlarge Image](#)

More Alternate Products

Standby Generator, 130kW, 120/208V, 3Ph
 Brand: GENERAC
 Grainger Item #: 2ZNT6
 Price (ea.): \$32,483.00
 Qty:



See Compliance & Restrictions for important safety & regulatory information.

⚠ This item no longer available and cannot be ordered online.

Some item(s) may be available through your local branch. An alternate item(s) may be available online. See the Alternate Products tab below.

OR

[View all alternate products](#)

[Sign in](#) | [register](#)

Poly Scoop Shovel

Brand: WESTWARD
 Grainger Item #: 6YU33
 Price: \$32.60
 Qty:

Handheld Leaf Blower, Gas

Brand: TANAKA
 Grainger Item #: 2YFJ2
 Price: \$316.00
 Qty:

Contractor Water Hose, 450 PSI, 818 GPH

Brand: SWAN
 Grainger Item #: 2P562
 Price: \$43.40
 Qty:

Standby Generator, 130kW, 120/208V, 3Ph
 >More Details...
 Country of Origin: USA

GENERAC
 QT13068GNAC

Item ships within 16 business days from manufacturer

\$32,463.00

2ZNT6

Be the First to Write a Review

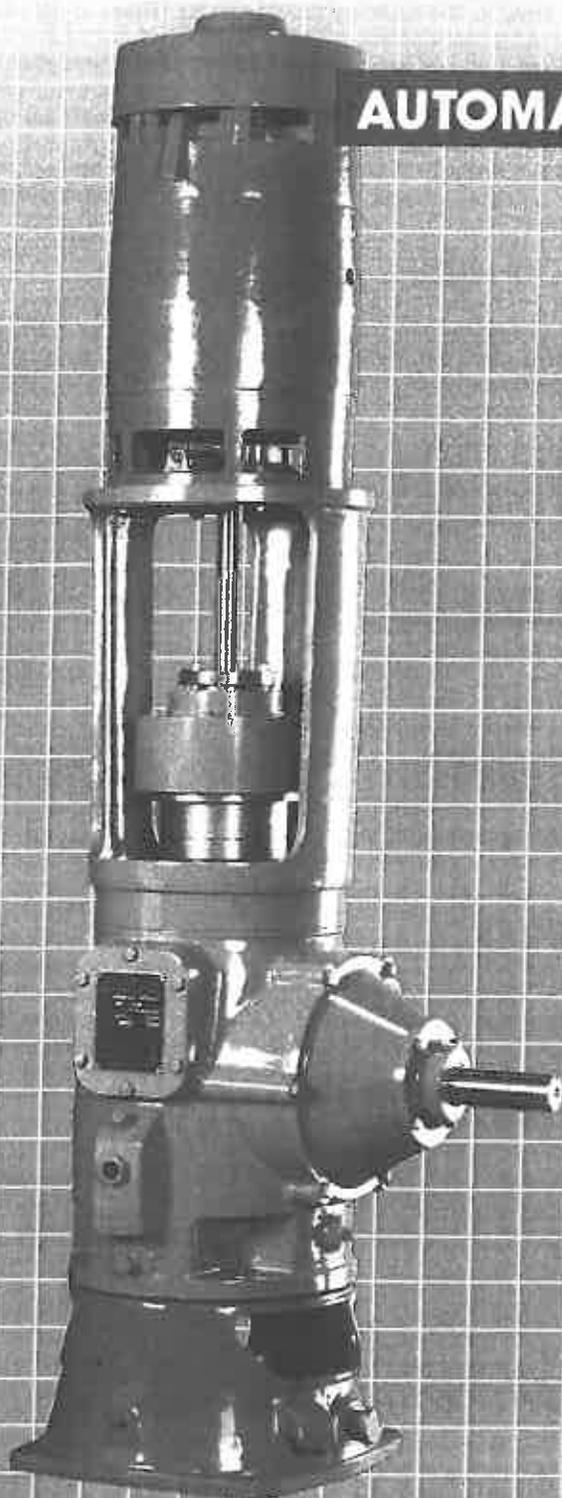
AUTOMATIC COMBINATION DRIVE

Electrical power failures don't have to mean a shutdown, or a mad scramble to manually convert to an alternate power source.

Amarillo Gear Company's Automatic Combination Right Angle Gear Drive provides a dependable transfer to stand-by power.

When the alternate power source starts, the clutch automatically engages and directs the power through the gear drive to the pump headshaft. There are no pins to align, bolts to replace or set screws to tighten. And the clutch assembly is virtually maintenance free; in most cases, requiring no lubrication.

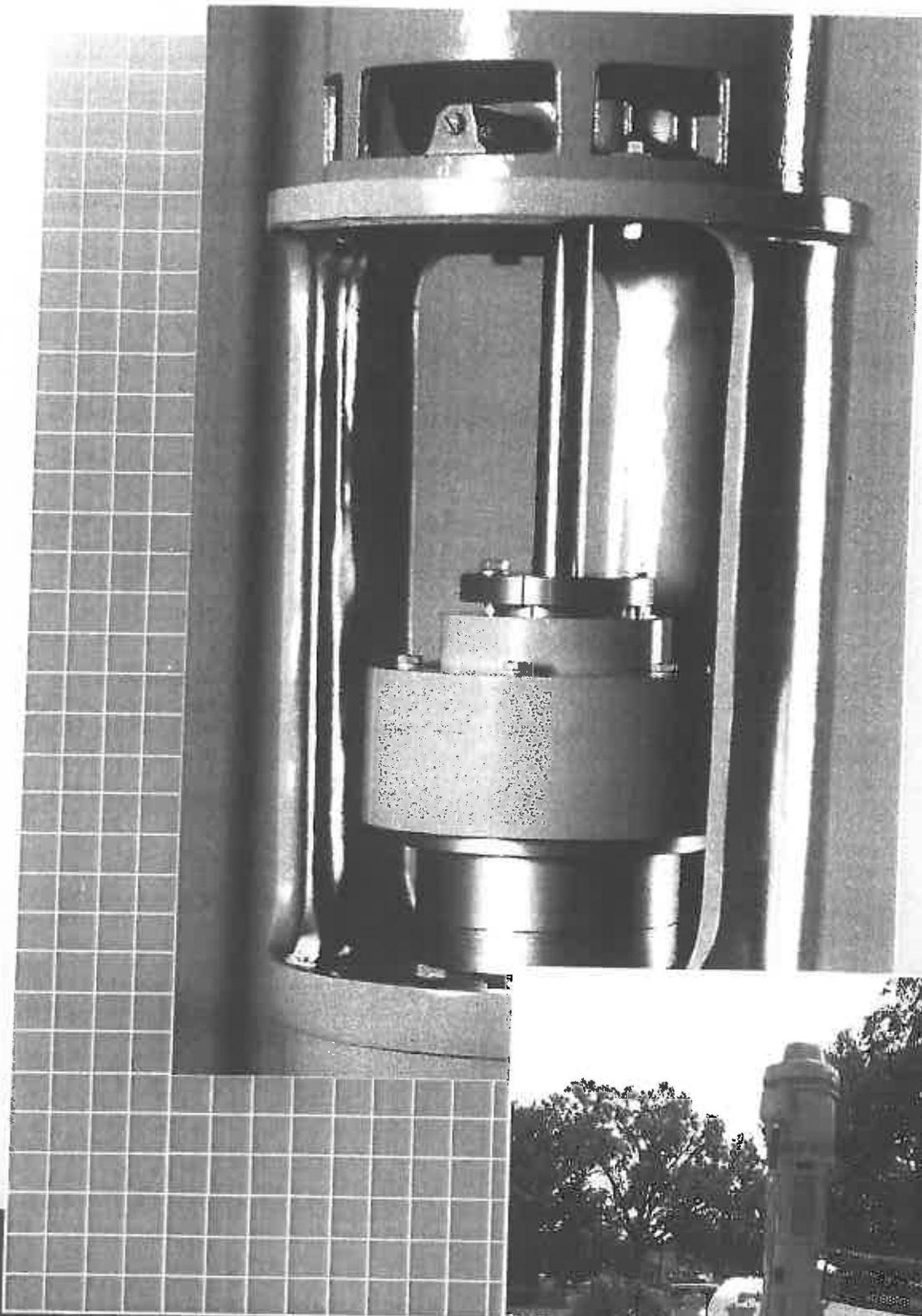
For no-hands protection against shutdowns due to power failure, use the Automatic Combination Right Angle Gear Drive from Amarillo Gear.



SWITCH TO BACK-UP POWER

Automatically

AMARILLO GEAR COMPANY
 Post Office Box 1789, Amarillo, TX 79105 ☎ 806/622-1273
 2401 Sundown Lane (79118) FAX 806/622-3258



MUNICIPAL WATER SYSTEM

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2012-87

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, ("CITY") APPROVING THE PURCHASE OF A NATURAL GAS BACKUP POWER SYSTEM FOR WELL NUMBER THREE IN THE CITY OF WILLCOX WATER SYSTEM FROM BILL'S PUMP SERVICE; DIRECTING AUTHORIZED CITY OFFICERS AND AGENTS TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION; AND, DECLARING AN EMERGENCY TO EXIST.

WHEREAS, the CITY is empowered pursuant to Arizona Revised Statutes, Title 9, Section 9-240(A) to have control of the finances and property of the corporation and authorized pursuant to A.R.S. §9-240(B)(6) to provide the City with water; and,

WHEREAS, the CITY has determined that during an electrical outage, delivery of potable water to the citizens of CITY requires CITY to install a natural gas backup power system to Well No. 3 in the CITY's water system; and,

WHEREAS, CITY staff requested quotes from five (5) companies for such natural gas backup power system and Bill's Pump Services responded with the lowest quote of \$24,837.38; and,

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, as follows:

SECTION 1: The Mayor and City Council hereby authorize and approve the purchase of the natural gas backup power system for Well No. 3 in the CITY's water system from Bill's Pump Services responded with the lowest quote of \$24,837.38; and,

SECTION 2: CITY Officials and Administrators are authorized and directed to take all action required to purchase of the natural gas backup power system for Well No. 3 in the CITY's water system from Bill's Pump Services responded with the lowest quote of \$24,837.38; and,

SECTION 3: That the Mayor is authorized and empowered to execute the Resolution as presented; and,

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

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 5th day of November, 2012.

APPROVED/EXECUTED:

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2012-87

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 21
Tab Number: 15
Date: 11-05-2012

Date Submitted: 10-29-2012
Date Requested: 11-05-2012

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

Subject: Approval of the Job Description for the Program Coordinator Position
--

TO: MAYOR AND COUNCIL

FROM: Sherry Lynn Van Allen, Human Resources

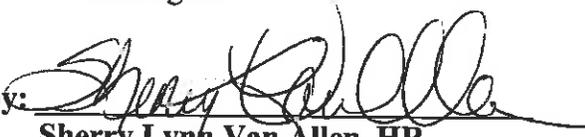
DISCUSSION: The Employee Handbook, Section 208 "Job Descriptions", requires: "All new job descriptions and modifications to existing job descriptions must be approved by resolution of the Mayor and City Council before becoming effective."

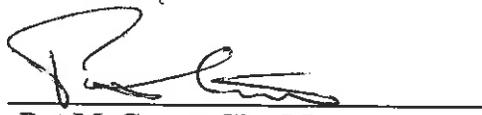
The Job Description for "Special Projects Coordinator" is designed to allow the City to hire grant funded positions based on Grant Specific requirements.

In the past the Elsie S. Hogan Library has been allowed through grants to obtain personnel through grant funding that allows temporary employment with the City of Willcox. This job description outlines the basic clerical duties, language skills, required computer skills and meets the American with Disability (ADA) requirements. It will serve as the job description for the current grant funded position and for future grant funded positions throughout the city based on specific grant requirements.

RECOMMENDATION: Pass the Resolution approving the new job description for the Special Project Coordinator.

FISCAL IMPACT: The fiscal impact is difficult to determine: a bad hiring due to misunderstandings of the Job requirements has a high price attached since the hiring process must start over again.

Prepared by: 
Sherry Lynn Van Allen, HR

Approved by: 
Pat McCourt, City Manager

City of Willcox

Job Description

FLSA Status: Non-exempt
Prepared By: Sherry Lynn Van Allen
Prepared Date: October 29, 2012
Approved Date: November 05, 2012
Resolution: _____

Job Title: **SPECIAL PROJECT COORDINATOR**

ESSENTIAL DUTIES, WITH SUPERVISION, AND RESPONSIBILITIES:

- Proctor/monitor each grant related activity
- Produce templates for conducting each type of grant activity (makes checklists for all steps needed to conduct a successful activity)
- Produce and distribute publicity and marketing materials for grant related programs
- Ensure all materials are available and room is set-up and ready for each activity
- Arrange for refreshments (if any) for activities
- Distribute, collect, file and tabulate feedback forms
- Attend meetings and keep minutes as needed
- Participate in planning the grant program activities
- Maintain records of grant activities, expenditures, feedback results, minutes, etc...

QUALIFICATION REQUIREMENTS:

Per specific grant requirements.

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

- Familiar with Microsoft Office Suite, etc...
- Good Written English skills
- Attention to detail
- Ability to produce flyers, posters, etc., using various computer software.

ADA COMPLIANCE:

Physical Ability: Tasks require the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds). Tasks may involve extended periods of time at a keyboard or work station.

Sensory Requirements: Some tasks require the ability to perceive and discriminate colors or shades of colors, sounds and visual cues or signals. Some tasks require the ability to communicate orally.

Environmental Factors: Essential functions are regularly performed without exposure to adverse environmental conditions.

The City of Willcox, Arizona, is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Prepared 10/26/2012 by Sherry Lynn Van Allen/Sylvia Stewart

Approved by Resolution # _____

Adopted on: _____

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2012-88

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF WILLCOX, ARIZONA, FOR THE PURPOSE OF APPROVING AND ADOPTING THE JOB DESCRIPTION FOR THE POSITION OF SPECIAL PROGRAM COORDINATOR PURSUANT TO SECTION 208 OF THE "CITY OF WILLCOX EMPLOYEE HANDBOOK"; AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY.

WHEREAS, the City of Willcox, is authorized and empowered pursuant to Title 9, A.R.S. §§ 9-101 and 9-499.01 et seq., with all the powers of an incorporated city and all other provisions of law relating to cities and towns, which includes the regulation of City employees; and,

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

WHEREAS, the Mayor and City Council approve and adopt revisions to the Employee Handbook pursuant to Resolutions and have done so since its adoption through Resolution; and,

WHEREAS, the Mayor and City Council have determined that approving and adopting the job description for the position of Special Project Coordinator pursuant to Section 208 is in the best interest of the City, its employees and the citizens of this City, and they desire to have this Resolution presented at its November 5, 2012, Council Meeting; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, as follows:

SECTION 1: The job description entitled "Special Project Coordinator", as attached hereto and presented to the Mayor and City Council, as Exhibit "A", is hereby approved and adopted; and,

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; and,

SECTION 3: That the Mayor is authorized and empowered to execute this Resolution approving the Legal Services Contract Assignment as presented.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, this 5th day of November, 2012.

APPROVED/EXECUTED

ROBERT A. IRVIN, MAYOR

Dated: _____

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2012-88

**CITY OF WILLCOX
EXECUTIVE SESSION**

AGENDA

MONDAY, NOVEMBER 5, 2012

7:00 p.m.

300 W. REX ALLEN DRIVE

Willcox, Arizona

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. CONSIDERATION PURSUANT TO ARIZONA REVISED STATUTES §38-431.03A(3) DISCUSSION OR CONSULTATION FOR LEGAL ADVICE WITH THE ATTORNEY OR ATTORNEYS OF THE PUBLIC BODY REGARDING THE PURCHASE, SALE, OR LEASE OF REAL PROPERTY**
Consideration and/or discussion pursuant to Arizona Revised Statutes §38-431.03(A)(3), as stated relating to consultation for legal advice with the attorney(s) of the public.
- 4. ADJOURN**

"Mine, Yours, Ours"



NOTICE OF EXECUTIVE SESSION

CITY COUNCIL

In accordance with Resolution No. 370 of the City of Willcox, and Section 38-431.01 of the Arizona Revised Statutes **NOTICE IS HEREBY GIVEN** that the **MAYOR AND COUNCIL** of the City of Willcox, County of Cochise, Arizona, will hold an **EXECUTIVE SESSION**, if approved, during the **REGULAR** meeting on **MONDAY**, the **5th** day of **November 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 1st day of November 2012, at 3:00 P.M.

CITY OF WILLCOX, ARIZONA

/s/ Virginia A. Mefford
City Clerk Virginia A. Mefford

"Mine, Yours, Ours"