

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 JULY, 2013

CALL TO ORDER- Mayor Bob Irvin called the regular session meeting to order on Monday, July 1, 2013 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 Ted Soltis
City Clerk Virginia A. Mefford
City Attorney Ann P. Roberts
Finance Director Ruth Graham
Police Chief interim Glenn Childers
Public Services & Works Director John Bowen
Library Director Tom Miner
Development Services Jeff Stoddard

ABSENT

Councilman Earl Goolsby -Excused

PLEDGE OF ALLEGIANCE TO THE FLAG led by Mayor Irvin

CALL TO THE PUBLIC- None

DECLARATION ON CONFLICT OF INTEREST

Gerald Lindsey- Item #26 as he is an officer of the board.

ADOPTION OF THE AGENDA

MOTION: Councilmember Johnson to adopt the agenda as presented.

SECONDED: Councilmember Cronberg Discussion: Councilmember Cronberg stated with only one item on the consent agenda we could put this under the regular agenda. **CARRIED**

CONSENT AGENDA

MOTION: Councilmember Cronberg to adopt the consent agenda as presented. **SECONDED:** Councilmember Lindsey with the one presented tonight. **CARRIED**

The following minutes:

7a. Approval of Special Meeting Minutes of June 17, 2013

PUBLIC HEARINGS

The Mayor and Council will receive comments from the public on those items scheduled for public hearing. For those persons unable to attend, written comments will be accepted until 4 p.m. on the day of the hearing in the Office of the City Clerk, 101 S. Railroad Avenue, Suite B, Willcox, Az. and will be duplicated and distributed to the Mayor and Council members prior to said hearing.

8a. Public Hearing on final Budget (2nd Public Hearing on July 15th): **Opened: 7:08 PM CLOSED: 7:09 PM**

8b. Property Tax Levy (July 15th and August 5th)

RESOLUTION NO. 2013-47 APPROVING THE EMPLOYMENT AGREEMENT WITH TEDMOND J. SOLTIS; APPOINTING TEDMOND J. SOLTIS TO THE POSITION OF CITY MANAGER AND, AUTHORIZING THE MAYOR TO EXECUTE THE EMPLOYMENT AGREEMENT AS PRESENTED AND THIS RESOLUTION

MOTION: Councilmember Johnson moved to approve Resolution No. 2013-47 approving the employment agreement with Tedmond J. Soltis; appointing Tedmond J. Soltis to the position of City Manager. **SECONDED:** Councilmember Cronberg
CARRIED

REGARDING THE CHIRICAHUA TRAIL VOLUNTEER FIRE DEPARTMENT IS REQUESTING FEES WAIVED FOR A FUNDRAISING EVENT AT THE COMMUNITY CENTER

MOTION: Councilmember Johnson moved to approve the Chiricahua Trail Volunteer Fire Department would like fees waived for a fundraising event at the Community Center. **SECONDED:** Councilmember Cronberg
DISCUSSION: Wanted to Thank the Council for all of their help with this Fire Department and look forward to helping this community if needed. I hope it never happens but we will do all we can. **CARRIED**

REGARDING THE CHIRICAHUA TRAIL VOLUNTEER FIRE DEPARTMENT IS REQUESTING THE WAIVER OF INDIVIDUAL VENDER PERMITS.

MOTION: Councilmember Johnson moved to approve The Chiricahua Trail Volunteer Fire Department Is requesting the waiver of individual vender permits. **SECONDED:** Councilmember Cronberg
DISCUSSION: Councilmember Jonson asked you will have one permit for everyone Mr. Levin stated we do have July 19-20 from 7 am to 5 pm. Councilmember Cronberg asked to clarify the dates.
CARRIED

REGARDING THE WILLCOX CHAMBER OF COMMERCE AND AGRICULTURE IS REQUESTING FEES WAIVED FOR THE USE OF RAILROAD PARK ON AUGUST 31, 2013 FROM 7:30 AM UNTIL NOON.

MOTION: Councilmember Johnson moved to approve the Willcox Chamber of Commerce and Agriculture is requesting fees waived for the use of Railroad Park on August 31, 2013 from 7:30 am until Noon.
SECONDED: Councilmember Lindsey **DISCUSSION:** Mr. Johnson asked for Mr. Baker to explain this. Mr. Baker stated we will have a bike race and this will help the Small town big Dreams organization. **CARRIED**

REGARDING THE REX ALLEN DAYS INC. IS REQUESTING PERMISSION TO HAVE THE STREETS CLOSURE FOR THE REX ALLEN DAY PARADE FROM MALEY AND AUSTIN AND PROCEED TO NORTH TO FREMONT FROM FREMONT TO HASKELL; SOUTH ON HASKELL TO STEWART; EAST ON STEWART TO RAILROAD SOUTH TO MALEY.; WEST ON MALEY TO HASKELL THEN SOUTH ON HASKELL TO END AT MCCOURT AVENUE.

MOTION: Councilmember Johnson moved to approve the Rex Allen Days Inc. Requesting Permission to have the streets closure for The Rex Allen Day Parade from Maley and Austin and Proceed to North to Fremont from Fremont to Haskell; South on Haskell to Stewart; East on Stewart to Railroad South on Maley; West on Maley to Haskell Then South on Haskell to end at McCourt Avenue. **SECONDED:** Vice Mayor Holloway
DISCUSSION: Vice Mayor Holloway asked are we good with this route this time? Mr. Clemet stated it is good
CARRIED

REGARDING REX ALLEN DAYS INC. REQUEST FOR PERMISSION TO HAVE A STREET CLOSURE FROM RAILROAD AVENUE FROM STEWART TO MALEY FOR A STREET DANCE FROM 1:00 PM OCTOBER 5TH TO 5:00 PM OCTOBER 6TH

MOTION: Councilmember Johnson moved to approve the Rex Allen Days Inc. Requesting Permission to have street closure form Railroad Avenue from Stewart to Maley for a Street Dance From 1:00 PM October 5th to 5:00 PM October 6th. **SECONDED:** Councilmember Holloway **DISCUSSION:** Councilman Lindsey asked for more information as the time reflects for two days. Mr. Clement stated we will have some activity down there as well as the dance. **CARRIED**

REGARDING THE REX ALLEN DAYS INC. REQUEST FOR LIQUOR LICENSE APPLICATION FOR OCTOBER 5, 2013 FROM NOON TO 11: 00 PM AT 312 N STEWART FOR A FUND RAISING EVENT

MOTION: Vice Mayor Holloway moved to approve the Rex Allen Days Inc. request for Liquor License Application for October 5, 2013 from noon to 11: 00 pm At 312 N Stewart for a fund raising event . **SECONDED:** Councilmember Lindsey **DISSCUSSION:** Councilman Lindsey asked has the Community Center been reserved for this event already? Councilmember Johnson asked about the City Police to cover for these events? Interim Chief Childers stated sometimes we do, but sometimes they do reserve their own. They may have the Rangers watching this event as we are thin this week, but we will be making our rounds to ensure all is going okay. Ms. Schultz stated when we wanted to use the Rangers we were told no, we were not able to and we had to pay \$35 an hour for two officers. This is a double standard. Interim Chief Childers stated this is why Jake Weaver changed this. Councilmember Lindsey asked how long ago this was. Ms. Schultz stated in 2008. Mayor Irvin asked if the Rangers have done this recently. Interim Chief Childers stated they have. Mayor asked for this to be looked into to clear any confusion. **CARRIED**

REGARDING THE REX ALLEN DAYS INC. REQUEST FOR LIQUOR LICENSE APPLICATION FOR OCTOBER 5-6, 2013, SATURDAY FROM NOON TO 11: 00 PM AND SUNDAY FROM 1:00 PM TO 5:00 PM AT RAILROAD AVENUE FOR A FUND RAISING EVENT.

MOTION: Vice Mayor Holloway moved to approve the Rex Allen Days Inc. request for Liquor License Application for October 5-6, 2013, Saturday from noon to 11: 00 pm and Sunday from 1:00 pm to 5:00 pm at Railroad Avenue for a fund raising event. **SECONDED:** Councilmember Cronberg **DISSCUSSION:** Councilmember Johnson asked if this will be fenced in area. Mr. Clemet stated we will have this sequestered in a small area and for the Street Dance we will have the alcohol area only. They will not be able to walk in this area with any alcohol it will have to be bought there. Councilmember Johnson stated this is a large area. Mr. Clement stated it will watch very closely in this area. Councilmember Cronberg asked if the time also included for set up. Councilmember Lindsey asked is this for the serving area at Railroad Park or the area beyond that. Councilmember Johnson stated in your map it seems like the whole area is being used, he asked Mr. Clemet to redo this map outline for the Liquor License before it is sent in of where you will be serving and consuming the alcohol area. Councilmember Johnson stated this makes more sense as it will be closer to all the events. **CARRIED**

REGARDING THE REX ALLEN DAYS INC. REQUEST FOR LIQUOR LICENSE APPLICATION FOR OCTOBER 5-6, 2013, SATURDAY FROM 8: 00 AM TO 11: 00 PM AND SUNDAY FROM NOON TO 5:00 PM AT 801 N QUAIL DRIVE FOR A FUND RAISING EVENT.

MOTION: Councilmember Johnson moved to approve The Rex Allen Days Inc. request for Liquor License Application for October 5-6, 2013, Saturday from 8: 00 am to 5: 00 pm and Sunday from noon to 5:00 pm at 801 N Quail Drive for a fund raising event. **SECONDED:** Councilmember Cronberg **CARRIED**

REGARDING THE ATTENDANCE AND PARTICIPATION AT THE LEAGUE OF ARIZONA CITIES AND TOWNS ANNUAL CONFERENCE IN TUCSON, AZ

DISSCUSSION: Vice Mayor Holloway stated it is a good idea to have the booth it brings in a lot of traffic to the booth and Councilmember Lindsey stated he would be happy to carry the flag if no one else would like to. Council gave direction to staff to proceed with the booth and Councilmember Lindsey would carry the flag.

REGARDING THE APPROVAL LETTER FOR INDE MOTORSPORTS RANCH UPDATED MASTER PLAN

MOTION: Councilmember Johnson moved to approve the approval letter for Inde Motorsports Ranch updated Master Plan. **SECONDED:** Councilmember Cronberg **DISSCUSSION:** Mr. Stoddard asked if there are any questions. They will be adding another track and private residence and private garages within the next 15 to 20 years from there. This will bring in some revenue to our town. Councilmember Lindsey asked if they are aware of the subdivision rules? Councilmember Lindsey stated I hope the Planning and Zoning Commission know the rules. **CARRIED**

REGARDING ACCEPTING DONATION FROM FOSTER SHEET METAL FOR CITY HUMANE SHELTER

MOTION: Councilmember Johnson moved Accepting Donation from Foster Sheet Metal for City Humane Shelter **SECONDED:** Councilmember Cronberg **CARRIED**

AMENDED RESOLUTION NO. 2013-17 APPROVING THE REQUEST FOR A TWO YEAR EXTENSION OF THE LOAN AGREEMENT WITH THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA (WIFA); DIRECTING THE EXECUTION AND DELIVERY OF SUCH REQUEST TO THE WIFA BOARD AND ANY OTHER SUPPORTING DOCUMENTATION IN CONNECTION THEREWITH; DIRECTING THE MAYOR TO EXECUTE THIS RESOLUTION AS PRESENTED AND FURTHER DIRECTING CITY STAFF TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

MOTION: Vice Mayor Holloway moved to approve Resolution No. 2013-17 approving the request for a two year extension of the Loan Agreement with the Water Infrastructure Finance Authority of Arizona (WIFA); directing the execution and delivery of such request to the WIFA Board and any other supporting documentation in connection therewith. **SECONDED:** Councilmember Cronberg **DISSCUSSION:** Councilmember Johnson asked if the extension was extended. Bowen stated with this being on the Consent Order we had to do this. Councilmember Johnson asked for the interest rate Ms. Graham stated .0367% Mr. Bowen stated this will be rolled into the grant this is all for the engineering portion. **CARRIED**

RESOLUTION NO. 2013-43 APPROVING THE SERVICE CONTRACT FOR PURCHASE OF RECREATIONAL AND EDUCATIONAL SERVICES, "SERVICE CONTRACT", BETWEEN THE CITY OF WILLCOX, "CITY", AND WILLCOX AGAINST SUBSTANCE ABUSE, "WASA", AND AUTHORIZING THE MAYOR TO EXECUTE THE THIS RESOLUTION AND THE SERVICE CONTRACT.

MOTION: Councilmember Johnson moved to approve Resolution No. 2013-43 approving the Service Contract for purchase of recreational and educational Services, "Service Contract", Between the City of Willcox, "City", And Willcox Against Substance Abuse, "WASA". **SECONDED:** Councilmember Cronberg **DISSCUSSION:** Mr. Hatch stated with what everything going on with WASA this past month it has been a huge learning Curve with everything WASA does in the Community. This is the first time we have ever had a treasurer and we have had extensive talks with Dr. Rich at Willcox Schools to start separating it from them and understand it will take it a while to do. The City does donate \$1000 a month to the WASA origination and we appreciate it. He informed the Council that WASA does have \$2 million dollar liability insurance, and WASA does have an Executive Board that was appointed, Jeff Stoddard and I are co-chairs and the Treasure is Gerald Lindsey this was done in March. With the recent activities at WASA the Attorney General took all of the files and WASA is basically starting over at this time, starting with the Summer Program. Councilman Johnson asked if the attendance is still up. Mr. Stoddard stated yes we have about 200 kids. Mr. Holloway stated I can tell by Mr. Hatch's body language this is very hurtful I just want to say it is still a good organization. Mr. Hatch stated WASA guarantee there are some good people looking over our shoulder; I am not trying to throw Sally White under the bus, but because the investigators took all of your records we have nothing to go on. Councilmember Cronberg stated I applauded you Vice Mayor Holloway for saying it is a good organization, this is an opportunity for me to say what happened at the last council meeting tabling this item was not that I was against supporting WASA it was the lack of information in the packet. I just want for the record that I am a supporter of this organization. Councilmember Cronberg stated in section 4 it states in this contract the City shall make available to WASA, at reduce charge, or at no charge, depending on the City Council approval. It should simply say at no charge. Vice Mayor Holloway stated it is in there. Councilmember Cronberg stated in Section 4 it stated at a reduced price or waive fees.

CARRIED

MOTION: Councilmember Johnson moved to amend the Resolution No. 2013-43 approving the Service Contract for purchase of recreational and educational Services, "Service Contract", Between the City of Willcox, "City", And Willcox Against Substance Abuse, "WASA". City Attorney Roberts to add the Waiver of all fees in Section 4 to the Resolution. **SECONDED:** Councilmember Cronberg **CARRIED** with one abstaining Councilmember Lindsey.

RESOLUTION NO. 2013-48 APPROVING THE TECHNICAL ASSISTANCE AGREEMENT NUMBER TAA13-005, PID:757, DPAD R 4.09M FOR THE PURPOSE OF ACCEPTING GRANT FUNDS FROM THE BORDER ENVIRONMENTAL COOPERATION COMMISSION, "BECC", FOR THE PURPOSE OF PERFORMING THE FINAL PHASE OF THE ENGINEERING AND DESIGN SERVICES FOR THE WILLCOX WASTEWATER TREATMENT PLANT, "WWTP"; AUTHORIZING CITY ADMINISTRATORS AND STAFF TO EXECUTE ALL DOCUMENTATION AND TAKE ALL NECESSARY ACTION TO IMPLEMENT ACCEPTANCE OF THE GRANT AND DIRECTING THE MAYOR TO EXECUTE THIS RESOLUTION AS PRESENTED.

MOTION: Councilmember Johnson moved to approve Resolution No. 2013-48 approving the Technical Assistance Agreement Number Taa13-005, PID:757, DPADR 4.09m For The Purpose Of Accepting Grant

Funds from the Border Environmental Cooperation Commission, "BECC", for the purpose of Performing the Final Phase of the Engineering and Design Services for The Willcox Wastewater Treatment Plant, "WWTP".

SECONDED: Vice Mayor Holloway **DISCUSSION:** Mr. Bowen stated this one of the components and there will be many more to come. **4 Ayes:** Mayor Irvin, Vice Mayor Holloway and Councilmembers; Lindsey, Johnson and Cronberg and **One Nay:** Councilmember Nigh **CARRIED**

RESOLUTION NO. 2013-49 APPROVING THE REVISED COMPENSATION SCHEDULE AS EXHIBIT "A" TO THE 2005 AGREEMENT FOR ENGINEERING AND PLANNING SERVICES APPROVED WITH W.C. SCOUTTEN INC., AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AS PRESENTED.

MOTION: Councilmember Lindsey moved to approve Resolution No. 2013-49 approving the revised compensation schedule as exhibit "A" to the 2005 Agreement for Engineering and Planning Services Approved with W.C. Scoutten Inc.

SECONDED: Councilmember Cronberg **DISCUSSION:** Vice Mayor Holloway stated this is the first time it has changed since 2005. **CARRIED**

RESOLUTION NO. 2013-50 DESIGNATING AUTHORIZED SIGNATORIES FOR THE CITY OF WILLCOX BANK ACCOUNTS, PROPERTIES, AFFAIRS, BOOKS AND CORPORATE RECORDS OF THE CITY; DIRECTING AUTHORIZED CITY ADMINISTRATORS AND STAFF TO CARRY OUT THE INTENT AND PURPOSES OF THIS RESOLUTION; AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AS PRESENTED; AND DECLARING AN EMERGENCY TO EXIST.

MOTION: Councilmember Johnson moved to approve Resolution No. 2013-50 to approve designating authorized signatories for the City of Willcox Bank Accounts, Properties, Affairs, Books and Corporate Records of the City.

SECONDED: Councilmember Cronberg **CARRIED**

RESOLUTION NO. 2013-51 APPROVING THE PLEDGEE AGREEMENT FORM WITH THE FEDERAL RESERVE BANK OF BOSTON; AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION; DIRECTING AUTHORIZED CITY OFFICERS AND AGENTS TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

MOTION: Councilmember Johnson moved to approve Resolution No. 2013-51 approving the Pledge Agreement Form with the Federal Reserve Bank of Boston. **SECONDED:** Vice Mayor Holloway **CARRIED**

RESOLUTION NO. 2013-52 APPROVING A TELECOMMUNICATIONS SERVICES NON-EXCLUSIVE LICENSE AGREEMENT WITH VALLEY TELEPHONE COOPERATIVE, INC.; AUTHORIZING THE MAYOR TO EXECUTE THE LICENSE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AS PRESENTED AND FURTHER AUTHORIZING AND DIRECTING CITY ADMINISTRATION AND STAFF TO ACT ACCORDINGLY TO IMPLEMENT THE PURPOSES AND INTENT OF THIS RESOLUTION.

MOTION: Councilmember Johnson moved to approve Resolution No. 2013-52 approving a Telecommunications Services Non-Exclusive License Agreement with Valley Telephone Cooperative, Inc.

SECONDED: Councilmember Lindsey **CARRIED**

RESOLUTION NO. 2013-53 APPROVING A TELECOMMUNICATIONS SERVICES NON-EXCLUSIVE LICENSE AGREEMENT WITH VALLEY CONNECTIONS LLC.; AUTHORIZING THE MAYOR TO EXECUTE THE LICENSE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AS PRESENTED AND FURTHER AUTHORIZING AND DIRECTING CITY ADMINISTRATION AND STAFF TO ACT ACCORDINGLY TO IMPLEMENT THE PURPOSES AND INTENT OF THIS RESOLUTION.

MOTION: Councilmember Johnson moved to approve Resolution No. 2013-53 approving a Telecommunications Services Non-Exclusive License Agreement with Valley Connections LLC. **SECONDED:** Councilmember Cronberg **CARRIED**

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

MOTION: Vice Mayor Holloway moved to approve Resolution No. 2013-54 approving and adopting the FY 2012-2013 with the correct FY to 2013-2014 agreement between the City of Willcox, "City", and the Southeastern Arizona Community Action Program, Inc., "SAECAP". **SECONDED:** Councilmember Cronberg **CARRIED**

RESOLUTION NO. 2013-55 APPROVING AND ADOPTING THE FY 2013-2014 UTILITIES CONTRIBUTION AGREEMENT BETWEEN THE CITY OF WILLCOX, "CITY", AND THE SOUTHEASTERN ARIZONA COMMUNITY ACTION PROGRAM, INC., "SEACAP", AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND DECLARING AN EMERGENCY TO EXIST.

MOTION: Councilmember Johnson moved to approve Resolution No. 2013-55 approving and adopting the FY 2013-2014 Utilities Contribution Agreement between the City of Willcox, "City", and the Southeastern Arizona Community Action Program, Inc., "SEACAP".

SECONDED: Councilmember Cronberg **DISCUSSION:** Mr. Ramirez introduced Ms. Barba and Ms. Avila. Ms. Babra gave out a sheet of what we do as this agency. We have 13,000 square miles we service and we have received top notch evaluations. The things we do the most in this area is intervention to find housing for our clients. We have backpack project this year as we have been cut so much but we have teamed up with others and believe it or not we have helped more people. One thing I would like to say is since this is a historical building we use more utilities than we have to due to City Hall being a historical building and not having double pane windows, as we have to keep the authenticity of the building . I would like to say thank you to the Council for allowing us to use part of this facility. **CARRIED**

CITY MANAGER REPORTS

- **League of Cities and Towns** Annual conference August 27-30, 2013 at El Conquistador, Tucson please let City Clerk, know if you are planning to attend. She has secured 6 rooms for this conference. Parade of Flags on August 28 at 9:00 am and Booth at 6 pm. We will have to make a decision at the next Council meeting on whom carry the flag and booth cost. Virgie has the contact information for Nature Sweet to get the donation of tomatoes.
- **Golf Course-** Pump has been installed and working great.
- **Rex Allen Day's Inc.-** Schedule of events
- Willcox Little League will host of the Willcox All Stars this coming week.

COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS

Councilmember Nigh stated on item 23 even if Wilson Engineering does all the engineering, it won't matter how much we spend, if we don't clean this up the pond we will not get this water cleaned up.

Councilmember Johnson welcomed Mr. Soltis as our new City Manager.

Mr. Lindsey welcomed Mr. Soltis as our new City Manager.

Councilmember Holloway stated I would like to thank the Council on picking the new City Manager and welcome Ted. I would also, like to thank Mr. Levin who is a retired firefighter and a volunteer firefighter, with is said it makes me think about the lives lost recently in Prescott, AZ and I would like to thank all of our firefighters for all they do for us.

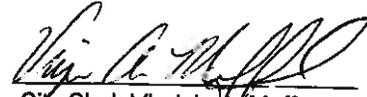
Councilmember Cronberg stated I am very glad Ted is here. I also want to say my heart goes out to the firefighter's family for their loss and my thanks to all the firefighters.

ADJOURN: With no further discussion the Mayor adjourned the meeting at 8:10 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 July 2013. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 1st day of July 2013



City Clerk Virginia A. Mefford

PASSED, APPROVED AND ADOPTED this 15th day of July 2013.

MAYOR ROBERT A IRVIN

Signed _____

ATTEST:

City Clerk Virginia A. Mefford

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item 9
Tab Number 3
Date: 07/16/12

Date Submitted:	Action:	Subject:
July 10, 2013	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal <input type="checkbox"/> Other	Adoption of the Fiscal Year 2013-2014 Budget In the amount of \$20,111,684

TO: MAYOR AND COUNCIL
FROM: Finance Director Ruth Graham

DISCUSSION:

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

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

On June 17, 2013, by Resolution No. 2013-45, the Mayor and Council of the City of Willcox passed a Tentative Budget for the Fiscal Year 2013-2014 in the amount of \$20,111,684. That amount is net of inter-fund transfers of \$1,406,838. The budget summary schedules were published in the Arizona Range News on June 19, 2013 and June 26, 2013 and copies of the proposed budget are available for public review at all City offices. The first Public Hearing on the budget was held July 1, 2013, and the second Public Hearing will be held tonight. No changes have been made in the proposed budget since the tentative budget was adopted.

The primary and secondary property tax levies are a part of the Fiscal Year 2013-2014 budget. The Mayor and Council will be asked to adopt the City's property tax levy rates on August 5, 2013. The FY11-12 primary tax rate was 0.3209 and the secondary tax rate was 0.6750 for a combined rate of 0.9959. For FY12-13, the proposed primary tax rate is 0.3196 and the proposed secondary tax rate was 0.6867 for a combined rate of 1.0063. For FY13-14, the proposed primary tax rate is 0.3308 and the proposed secondary tax rate was 0.7277 for a combined rate of 1.0585. On a home valued at \$100,000, the combined FY14 primary and secondary property tax will total \$105.85, an increase of \$5.22.

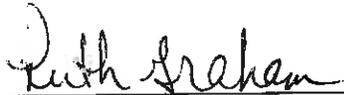
For the FY11-12 year, the Cochise County net assessed value of property in the City of Willcox for primary property tax purposes was at \$22,058, 684. For the FY12-13 year, the net assessed primary property value increased to \$22,667,028, largely due to new construction. FY13-14, the assessed primary property tax value decreased \$637,191 to \$22,029,837. While the total primary property tax decreased by \$43 for the upcoming year, the lower primary property tax valuations, however, the tax rate increased. The secondary tax assessment is for the payment of debt for 2004 voter-approved bonds; the monies raised by the bonds were used for the construction of the Public Safety Complex and for renovations to the Library.

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

RECOMMENDATION:

Motion to approve the City of Willcox Fiscal Year 2013-2014 budget in the amount of \$20,111,684, net of inter-fund transfers of \$1,406,838.

Submitted by:



Ruth Graham, Finance Director

Approved by:



Ted Soltis, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2013-56

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, ADOPTING THE FINAL BUDGET OF THE CITY OF WILLCOX FOR FISCAL YEAR 2013-2014.

WHEREAS, in accordance with the provisions of Arizona Revised Statutes, Title 42, Chapter 17, Articles 1-5, by Resolution 2013-45, the Mayor and City Council, passed and adopted the Tentative Budget for the City of Willcox, Fiscal Year 2013-2014; and,

WHEREAS, in accordance with said Chapter of said Title and following due public notice, the Mayor and City Council held public hearings on July 1, 2013 and again on July 15, 2013, at which meetings, any taxpayer was privileged to appear and be heard in favor or against any of the proposed expenditures and expenses or tax levies and , it appears that the sums to be raised by taxation do not, as specified therein, in the aggregate exceed that amount as computed in A.R.S. §42-17051; and,

WHEREAS, CITY estimated public expenses and estimated revenues for the Fiscal Year of 2013-2014 in the amount of **\$20,111,684.00, net of inter-fund transfers of \$1,406.838.00**, as the Final Budget of the City of Willcox, Cochise County, Arizona for the Fiscal Year 2013-2014 and said amount is within the spending limitation set forth in Article IX, Section 20 of the Arizona State Constitution.

NOW, THEREFORE, BE IT RESOLVED, that the estimates of revenues and public expenditures and expenses as shown on the accompanying schedules, are hereby adopted as the Final Budget of the City of Willcox, Cochise County, Arizona for the Fiscal Year 2013-2014.

PASSED AND ADOPTED by the Mayor and City Council of the City of Willcox, Cochise County, Arizona this 15th day of July, 2013.

APPROVED/EXECUTED:

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2013-56

**City of Willcox Fiscal Year 2013-2014
Revenues, Expenses and Fund Balances -- Final Budget 7/15/2013**

Fund Number	Fund Name	7/1/13 Estimated Bal	FY14 Budgeted Revenues	Inter-fund Transfers		FY14 Budgeted Expenses	6/30/14 Ending Balance	FY14 YTD Fund Bal. Change
				In	Out			
50	Gas - Operating	\$ 954,319	\$ 1,307,948		A \$ 215,995 B \$ 130,089	\$ 1,050,989	\$ 865,194	\$ (89,125)
80	Gas - Capital	\$ 29,402		B \$ 130,089		\$ 130,089	\$ 29,402	\$ -
51	Water	\$ 1,374,193	\$ 672,294		A \$ 116,053 B \$ 165,447	\$ 474,997	\$ 1,289,990	\$ (84,203)
81	Water - Capital	\$ 80,219		B \$ 165,447		\$ 165,447	\$ 80,219	\$ -
52	Sewer	\$ 1,053,887	\$ 753,861		A \$ 121,485 B \$ 67,367	\$ 538,957	\$ 1,079,939	\$ 26,052
82	Sewer - Capital Sewer Plant Replacement	\$ -	\$ 10,000,000	B \$ 67,367 C		\$ 67,367 \$ 10,000,000	\$ -	\$ -
53	Refuse	\$ 52,005	\$ 663,922		A \$ 104,367 H \$ 35,799	\$ 523,756	\$ 52,005	\$ -
	Total Oper/Capital	\$ 6,067,463	\$ 18,880,444	\$ 1,406,838	\$ 1,406,838	\$ 20,099,899	\$ 4,848,008	\$ (1,219,455)
61-72	Fiduciary Funds:							
61	Magistrate Court Trust Fund	\$ 2,400	\$ 4,735			\$ 4,735	\$ 2,400	\$ -
72	Firemen's Pension Trust Fund	\$ 225,087	\$ 7,050			\$ 7,050	\$ 225,087	\$ -
	Total All Funds	\$ 6,294,950	\$ 18,892,229	\$ 1,406,838	\$ 1,406,838	\$ 20,111,684	\$ 5,075,495	\$ (1,219,455)

Fiscal Year 2013-2014 Operating Budget Total (net of transfers) \$ 20,111,684

PRINTED @ 7/10/2013

**City of Willcox Fiscal Year 2013-2014
Revenues, Expenses and Fund Balances -- Final Budget 7/15/2013**

Fund Number	Fund Name	7/1/13 Estimated Bal	FY14 Budgeted Revenues	Inter-fund Transfers			FY14 Budgeted Expenses	6/30/14 Ending Balance	FY14 YTD Fund Bal. Change
				In	Out				
10	General Fund	\$ 1,798,718	3,231,292	A \$ 557,900 H \$ 35,799 I \$ 80,900	D \$ 3,500 F \$ 300,000	\$ 4,369,437	\$ 869,872	\$ (928,846)	
15	Streets/Hwy User Rev. Fund (HURF)	\$ 418,636	\$ 1,028,087		G \$ 65,836	\$ 978,781	\$ 402,106	\$ (16,530)	
85	Streets/Hwy User Capital Fund	\$ -	\$ -	G \$ 65,836		\$ 65,836	\$ -	\$ -	
16	Grants	\$ 22,946	\$ 1,000,557			\$ 1,000,557	\$ 22,946	\$ -	
17	Special Rev Grants	\$ 84,321	\$ 55,970	D \$ 3,500		\$ 143,791	\$ -	\$ (84,321)	
20	Debt Service	\$ 156,335	\$ 166,513			\$ 166,513	\$ 156,335	\$ -	
21	General Fund Capital Improvements	\$ 42,482	\$ -	I \$ 80,900		\$ 123,382	\$ -	\$ (42,482)	
22	Repair & Demolition	\$ -	\$ -	F \$ 300,000		\$ 300,000	\$ -	\$ -	
A	Utilities transfers to General Fund								
B	Enterprise Capital Funds funded through use of fund balance, revenues.								
C	Sewer plant \$10M revenue estimated @ \$5M loan/\$5M grant funds.								
D	Fireworks transfer from General Fund to Fund 17								
E	Grant revenues includes allowance for grant funds that may be applied for in FY14								
F	Demolition expense (estimated) for burned property on South Haskell Avenue								
G	Streets Capital Purchases (Leases) and Street Construction/Improvement Costs								
H	Solid Waste transfer to repay General Fund Operating Advances								
I	General Fund transfers to General Fund Capital Improvements Fund								

OFFICIAL BUDGET FORMS

CITY OF WILLCOX

Fiscal Year 2014

CITY OF WILLCOX
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Fiscal Year 2014

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Schedule F—Expenditures/Expenses by Department

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CITY OF WILLCOX
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2014

FUND	ADOPTED BUDGETED EXPENDITURES/EXPENSES* 2013	ACTUAL EXPENDITURES/EXPENSES** 2013	FUND BALANCE/NET POSITION*** July 1, 2013**	PROPERTY TAX REVENUES 2014	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2014	OTHER FINANCING 2014		INTERFUND TRANSFERS 2014		TOTAL FINANCIAL RESOURCES AVAILABLE 2014	BUDGETED EXPENDITURES/EXPENSES 2014
						SOURCES	<USES>	IN	<OUT>		
1. General Fund	\$ 4,623,209	\$ 3,709,058	\$ 1,798,718	Primary: \$ 72,404 Secondary: 160,313	\$ 3,158,888	\$	\$	\$ 593,699	\$ 384,400	\$ 5,239,309	\$ 4,753,837
2. Special Revenue Funds	2,391,752	1,228,399	525,903		2,058,562			69,336	65,836	2,748,278	2,228,749
3. Debt Service Funds Available	163,000	160,079	156,335							156,335	160,513
4. Less: Amounts for Future Debt Retirement											
5. Total Debt Service Funds	163,000	160,079	156,335							156,335	160,513
6. Capital Projects Funds	264,900	36,185	42,482					380,900		423,382	423,382
7. Permanent Funds	11,770	13,263	227,487		11,785					239,272	11,785
8. Enterprise Funds Available	15,681,437	2,877,150	3,544,025		3,398,025		10,000,000	362,903	956,602	16,348,351	13,934,256
9. Less: Amounts for Future Debt Retirement											
10. Total Enterprise Funds	15,681,437	2,877,150	3,544,025		3,398,025		10,000,000	362,903	956,602	16,348,351	13,934,256
11. Internal Service Funds											
12. TOTAL ALL FUNDS	\$ 23,136,068	\$ 8,024,134	\$ 6,294,950	\$ 232,717	\$ 8,627,260	\$ 10,000,000	\$	\$ 1,406,838	\$ 1,406,838	\$ 25,154,927	\$ 21,518,522

EXPENDITURE LIMITATION COMPARISON

	2013	2014
1. Budgeted expenditures/expenses	\$ 23,136,068	\$ 21,518,522
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	23,136,068	21,518,522
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	\$ 23,136,068	\$ 21,518,522
6. EEC or voter-approved alternative expenditure limitation	\$ 36,424,294	\$ 36,859,494

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

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

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

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

CITY OF WILLCOX
Tax Levy and Tax Rate Information
Fiscal Year 2014

	2013	2014
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 72,443	\$ 72,404
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$	\$
3. Property tax levy amounts		
A. Primary property taxes	\$ 72,443	\$ 72,404
B. Secondary property taxes	157,300	160,313
C. Total property tax levy amounts	\$ 229,743	\$ 232,717
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ 71,001	
(2) Prior years' levies	3,485	
(3) Total primary property taxes	\$ 74,486	
B. Secondary property taxes		
(1) Current year's levy	\$ 156,486	
(2) Prior years' levies	7,518	
(3) Total secondary property taxes	\$ 164,004	
C. Total property taxes collected	\$ 238,490	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	0.3196	0.3308
(2) Secondary property tax rate	0.6867	0.7277
(3) Total city/town tax rate	1.0063	1.0585
B. Special assessment district tax rates		
Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating <u>no</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

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

CITY OF WILLCOX
Revenues Other Than Property Taxes
Fiscal Year 2014

SOURCE OF REVENUES	ESTIMATED REVENUES 2013	ACTUAL REVENUES* 2013	ESTIMATED REVENUES 2014
GENERAL FUND			
Local taxes			
City Sales Tax	\$ 1,516,845	\$ 1,486,522	\$ 1,562,350
Occupancy Tax	160,000	142,963	160,000
Law Agency Tax	300	1,462	725
Licenses and permits			
Franchise Fees	110,000	156,458	134,000
Licenses and Permits	201,237	209,068	211,150
Intergovernmental			
State - Sales and Income Tax	682,188	668,390	743,782
County - Auto In Lieu	150,000	152,478	172,757
County Contribution - Humane	28,669	28,669	28,669
Charges for services			
Services	32,200	35,488	32,500
Fines and forfeits			
Court Fines	1,000	2,320	1,000
Library Fines	5,000	6,034	5,500
Interest on investments			
Interest Income	20,000	27,720	16,607
Contributions			
Voluntary contributions			
Miscellaneous			
Miscellaneous	131,694	56,738	77,218
Rents	23,600	9,951	12,630
Sale of property		189,576	
Total General Fund	\$ 3,062,733	\$ 3,173,837	\$ 3,158,888
SPECIAL REVENUE FUNDS			
HURF - City Sales Tax	\$ 745,259	\$ 753,427	\$ 772,836
HURF Revenue	239,091	235,274	251,065
Interest Income	1,000	5,706	4,186
Miscellaneous			
	\$ 985,350	\$ 994,407	\$ 1,028,087
Grants	\$ 1,162,023	\$ 279,828	\$ 974,505
Other	58,970	49,949	55,970
	\$ 1,220,993	\$ 329,777	\$ 1,030,475
Total Special Revenue Funds	\$ 2,206,343	\$ 1,324,184	\$ 2,058,562

CITY OF WILLCOX
Revenues Other Than Property Taxes
Fiscal Year 2014

SOURCE OF REVENUES	ESTIMATED REVENUES 2013	ACTUAL REVENUES* 2013	ESTIMATED REVENUES 2014
DEBT SERVICE FUNDS			
	\$	\$	\$
Total Debt Service Funds	\$	\$	\$
CAPITAL PROJECTS FUNDS			
Repair and Demolition	\$ 100,000	\$	\$
Interest Income		32	
Grant Revenue		14,208	
Total Capital Projects Funds	\$ 100,000	\$ 14,240	\$
PERMANENT FUNDS			
Magistrate Court	\$ 9,370	\$ 11,717	\$ 4,735
Firemen's Pension Fund	7,050	4,624	7,050
Total Permanent Funds	\$ 16,420	\$ 16,341	\$ 11,785
ENTERPRISE FUNDS			
Gas Fund	\$ 1,294,173	\$ 856,163	\$ 1,307,948
Water Fund	778,089	635,974	672,294
Sewer Fund	755,491	842,676	753,861
Refuse Fund	668,654	618,003	663,922
Total Enterprise Funds	\$ 3,496,407	\$ 2,952,816	\$ 3,398,025
TOTAL ALL FUNDS	\$ 8,881,903	\$ 7,481,418	\$ 8,627,260

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

CITY OF WILLCOX
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2014

FUND	OTHER FINANCING 2014		INTERFUND TRANSFERS 2014	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
Administrative Charges	\$	\$	\$ 593,699	\$
Capital Improvements				384,400
Total General Fund	\$	\$	\$ 593,699	\$ 384,400
SPECIAL REVENUE FUNDS				
HURF Fund Capital	\$	\$	\$ 65,836	\$ 65,836
Special Revenue funds			3,500	
Total Special Revenue Funds	\$	\$	\$ 69,336	\$ 65,836
DEBT SERVICE FUNDS				
	\$	\$	\$	\$
Total Debt Service Funds	\$	\$	\$	\$
CAPITAL PROJECTS FUNDS				
Capital Projects	\$	\$	\$ 380,900	\$
Total Capital Projects Funds	\$	\$	\$ 380,900	\$
PERMANENT FUNDS				
	\$	\$	\$	\$
Total Permanent Funds	\$	\$	\$	\$
ENTERPRISE FUNDS				
Gas Fund - Admin - Capital	\$	\$	\$ 130,089	\$ 346,084
Water Fund - Admin - Capitl			165,447	281,500
Sewer Fund - Financing - Admin - Capital	10,000,000		67,367	188,852
Refuse Fund - Admin Charge - GF Loan				140,166
Total Enterprise Funds	\$ 10,000,000	\$	\$ 362,903	\$ 956,602
TOTAL ALL FUNDS	\$ 10,000,000	\$	\$ 1,406,838	\$ 1,406,838

CITY OF WILLCOX
Expenditures/Expenses by Fund
Fiscal Year 2014

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2013	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2013	ACTUAL EXPENDITURES/ EXPENSES* 2013	BUDGETED EXPENDITURES/ EXPENSES 2014
GENERAL FUND				
General Government	\$ 1,090,728	\$	\$ 944,827	\$ 1,103,936
Community Programs	217,000		115,313	160,000
Public Safety	1,721,790		1,477,416	1,758,355
City Services	292,498		218,364	292,498
Public Works	1,072,793		921,839	1,054,648
Transfers to Capital Projects	228,400		31,299	384,400
Total General Fund	\$ 4,623,209	\$	\$ 3,709,058	\$ 4,753,837
SPECIAL REVENUE FUNDS				
Highway Users Fund	\$ 1,048,678	\$	\$ 887,387	\$ 1,110,453
Grants	1,172,344		281,483	974,505
Other	170,730		59,529	143,791
Total Special Revenue Funds	\$ 2,391,752	\$	\$ 1,228,399	\$ 2,228,749
DEBT SERVICE FUNDS				
Debt Service	\$ 163,000	\$	\$ 160,079	\$ 166,513
Total Debt Service Funds	\$ 163,000	\$	\$ 160,079	\$ 166,513
CAPITAL PROJECTS FUNDS				
Capital Improvement Projects	\$ 164,900	\$	\$ 29,674	\$ 123,382
Repair & Demolition Fund	100,000		6,511	300,000
Total Capital Projects Funds	\$ 264,900	\$	\$ 36,185	\$ 423,382
PERMANENT FUNDS				
Magistrate Court	\$ 9,370	\$	\$ 10,239	\$ 4,735
Firemen's Pension	2,400		3,024	7,050
Total Permanent Funds	\$ 11,770	\$	\$ 13,263	\$ 11,785
ENTERPRISE FUNDS				
Gas Fund	\$ 1,384,684	\$	\$ 799,073	\$ 1,527,162
Water Fund	794,174		673,553	921,944
Sewer Fund	12,833,098		788,133	10,821,228
Solid Waste/Refuse Fund	669,481		616,391	663,922
Total Enterprise Funds	\$ 15,681,437	\$	\$ 2,877,150	\$ 13,934,256
TOTAL ALL FUNDS	\$ 23,136,068	\$	\$ 8,024,134	\$ 21,518,522

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

CITY OF WILLCOX
Full-Time Employees and Personnel Compensation
Fiscal Year 2014

FUND	Full-Time Equivalent (FTE) 2014	Employee Salaries and Hourly Costs 2014	Retirement Costs 2014	Healthcare Costs 2014	Other Benefit Costs 2014	Total Estimated Personnel Compensation 2014
GENERAL FUND	85	\$ 1,933,025	\$ 305,986	\$ 335,115	\$ 238,843	\$ 2,812,969
SPECIAL REVENUE FUNDS						
STREETS	8	\$ 221,401	\$ 25,147	\$ 45,475	\$ 51,592	\$ 343,615
Total Special Revenue Funds	8	\$ 221,401	\$ 25,147	\$ 45,475	\$ 51,592	\$ 343,615
DEBT SERVICE FUNDS						
		\$	\$	\$	\$	\$
Total Debt Service Funds		\$	\$	\$	\$	\$
CAPITAL PROJECTS FUNDS						
		\$	\$	\$	\$	\$
Total Capital Projects Funds		\$	\$	\$	\$	\$
PERMANENT FUNDS						
MAGISTRATE COURT	1	\$ 27,068	\$	\$	\$ 2,319	\$ 29,387
Total Permanent Funds	1	\$ 27,068	\$	\$	\$ 2,319	\$ 29,387
ENTERPRISE FUNDS						
GAS FUND	3	\$ 101,660	\$ 11,732	\$ 23,609	\$ 13,421	\$ 150,422
WATER FUND	4	\$ 136,000	\$ 15,694	\$ 32,969	\$ 18,935	\$ 203,598
SEWER FUND	3	\$ 108,848	\$ 12,561	\$ 23,609	\$ 14,980	\$ 159,998
Total Enterprise Funds	10	\$ 346,508	\$ 39,987	\$ 80,187	\$ 47,336	\$ 514,018
TOTAL ALL FUNDS	104	\$ 2,528,002	\$ 371,120	\$ 460,777	\$ 340,090	\$ 3,699,989

CITY OF WILLCOX
Request for Council Action

Agenda Item: 10
Tab Number: 2
Date: 7-15-2013

Date Submitted:
July 5, 2013
Date Requested:
July 15, 2013

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject: Approval
for bid from DeAnda
Construction for
alley way aprons and
gutter work,

To: Honorable Mayor and City Council

From: John Bowen, Director Public Services & Works

Discussion: The Public Works Streets Department posted an invitation to bid for alley way aprons and gutter work on the 600,700 and 800 blocks of West Pearce and Stewart Streets. We received one bid which was opened and read on July 1, 2013 at 11:00 am in the Public Works building. The bid was from DeAnda Construction in the amount of \$12,288.00. We have recently chipped sealed these streets and need to preserve the quality of the streets.

Recommendation: Approve the bid from DeAnda Construction for the alley way aprons and gutter work as they were the lowest bid.

Fiscal Impact: \$12,288.00

Prepared By: Gary Adams 7-5-13
Gary Adams, Public Services and Works

Approved By: John Bowen
John Bowen, Public Services and Works Director

Approved By: Ted Soltis
Ted Soltis, City Manager

Proposal

DeAnda Construction, Inc.
 P.O. Box 2868, Sierra Vista, AZ 85636
 Office (520) 458-0862 Fax (520) 452-0928

Residential License#: EOC101828

Commercial License#: EOC101831

PROPOSAL SUBMITTED TO: City of Willcox	OFFICE HOME: 520-766-4211	DATE: June 17, 2013
MAILING ADDRESS: 250 N. Railroad Ave.	FAX:	CELL:
CITY, STATE AND ZIP CODE: Willcox, AZ 85643	JOB NAME: Alleyway aprons and gutter work	
ATTENTION: Gary Adams	JOB LOCATION: Pearce St./ Stewart St.	

We hereby submit the following specifications and estimate:

- Placement of new concrete aprons (12) each approx. 1,008 sqft.
- Remove and replace curb and gutter at each location. Approx. 312 lft.
- Includes: grading, forming, pouring, and finishing of new concrete. Demo and removal of old concrete.
- Excludes: testing, permits, taxes, engineering, water, hauling of spoils, unforeseen conditions, painting, embeds, and traffic control

GRADE TO BE + OR - .10'

We have not seen a copy of your insurance requirements and based upon this we cannot guarantee our quote. Should you require additional insurance over and above what we carry, that may increase our quote prices and/or we may not be able to procure this quote.

We propose hereby to furnish material and labor, complete in accordance with the above specifications.

Twelve thousand two hundred and eighty-eight dollars (\$** \$12,288.00 ***)

AUTHORIZED SIGNATURE: _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. We take no responsibility for compaction below subgrade. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, flood and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Certificate available upon request.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED, IN WRITING, WITHIN 30 DAYS. Acceptance of proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified herein. Payment will be made as outlined above.

CUSTOMER'S SIGNATURE _____

DATE OF ACCEPTANCE _____

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2013-57

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, "CITY", APPROVING A PROPOSAL FROM DEANDA CONSTRUCTION, INC., FOR THE PROVISION OF CONSTRUCTION SERVICES IN THE AMOUNT OF \$12,288.00; DIRECTING AUTHORIZED CITY OFFICERS AND AGENTS TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND THE PROPOSAL AS PRESENTED.

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)(3) to exercise exclusive control over the streets and alleys of the City; and,

WHEREAS, the CITY has determined that construction services beyond those that the City Public Service and Works Street Department have the ability to provide are necessary to preserve the newly chip sealed streets in the areas of the 600, 700 and 800 blocks of West Pearce and Stewart Streets; and,

WHEREAS, CITY posted an invitation to bid and bids were subsequently received and opened on July 1, 2013, for the provision of such necessary construction services and the one and only bid received was in the amount of \$12,288.00 from DeAnda Construction, Inc., a copy of said bid is attached hereto as Exhibit "A", marked "Proposal"; and,

WHEREAS, the CITY has determined that purchasing construction services from DeAnda Construction, Inc., for the Public Service and Works Street Department for a total purchase price of \$12, 288.00, is a fiscally responsible purchase and 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 the desire of the Mayor and City Council that this item be presented for consideration at the Regular City Council Meeting on July 15, 2013.

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 construction services from DeAnda Construction, Inc., in the amount of \$12,288.00 as set forth on the Proposal from DeAnda Construction, Inc., attached hereto as Exhibit "A", marked "Proposal"; and,

SECTION 2: CITY Officials and Administrators are authorized and directed to take all action required to purchase the approved construction services from DeAnda Construction, Inc.; and,

SECTION 3: The Mayor is authorized and empowered to execute the Resolution and the Proposal from DeAnda Construction, Inc., as presented.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 15th day of July, 2013.

APPROVED/EXECUTED:

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2013-57

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 11
Tab Number: 5
Date: 7-15-2013

Date Submitted:
7-8-13
Date Requested:
7-15-13

Action:
 Resolution
 Ordinance
 Formal
 Other

**Subject: Request to
accept the FY 2012
Operation Stonegarden
Grant REALLOCATED
funds for Equipment for
WDPS**

TO: MAYOR AND COUNCIL

FROM: Stg. Glenn Childers, Interim Chief

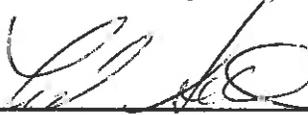
DISCUSSION: The Willcox Department of Public Safety has received an award of reallocated funds form the FY 2012 Operation Stonegarden Grant Program. These funds have been returned to the Department of Homeland Security from various law enforcement agencies that did not spend the money allocated to them during the FY 2012. The Willcox Department of Public Safety applied for a portion of this money and has been awarded funds to apply toward the purchase of two (2) In-car video camera systems which will replace inoperable/outdated units. The price of each camera unit is about \$5,700. The total amount of this award is \$10,000.00.

RECOMMENDATION: To accept this funding reallocation form the Department of Homeland Security Operation Stonegarden Grant Program for FY 2012 in the amount \$10,000.00 to apply toward the purchase of two (2) In-car video camera systems. Copy of the award letter appended.

FISCAL IMPACT: \$10,000.00

Prepared by: Penney L. Bell, Administrative Assistant

Approved by:  #936
Glenn Childers, Sgt. /Interim Chief

Approved by: 
Ted Soltis, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2013-58

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE ACCEPTANCE OF FUNDING REALLOCATION FROM FY2012 HOMELAND SECURITY OPERATION STONEGARDEN GRANT PROGRAM IN THE AMOUNT OF \$10,000.00; DIRECTING AUTHORIZED CITY OFFICERS AND AGENTS TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND THE PROPOSAL AS PRESENTED.

WHEREAS, the Willcox Department of Public Safety has received an award from the Department of Homeland Security in the amount of \$10,000.00 of reallocated FY2012 Homeland Security Operation Stonegarden Program Grant Funds; and,

WHEREAS, the Willcox Department of Public Safety will be applying said funds toward the purchase of two (2) In-Car Video Camera Systems to replace in operable or outdated units; and,

WHEREAS, the Mayor and Council of the City of Willcox have determined that it is in the best interest of the City, the Willcox Department of Public Safety and its citizens to accept said funds under the terms and conditions as set forth on the Subgrantee Agreement presented herewith as Exhibit "A"; and,

WHEREAS, the Mayor and Council desire to have this item presented on July 15, 2013, at their Regular City Council Meeting.

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 of the City of Willcox, Cochise County, Arizona, hereby accept the award from the Department of Homeland Security in the amount of \$10,000.00 of reallocated FY2012 Homeland Security Operation Stonegarden Program Grant Funds; and,

SECTION 2: The Mayor and City Council of the City of Willcox, Cochise County, Arizona, hereby gives formal approval and authorization for the Mayor and or City Staff to accept said funds under the terms and conditions as set forth on the Subgrantee Agreement and execute such Agreement as presented herewith as Exhibit "A"; and,

SECTION 3: CITY Officials and Administrators are authorized and directed to take any all action required carry out the purpose of this Resolution, including the execution of any and all documents necessary to fulfill the purpose of this Resolution; and,

SECTION 4: That the Mayor is authorized and empowered to execute this Resolution as presented.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 15th day of July, 2013.

APPROVED/EXECUTED:

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2013-58



Governor Janice K. Brewer



Director Gilbert M. Orrantia

State of Arizona

Department of Homeland Security

June 25, 2013

Interim Chief Glenn Childers
Willcox Police Department
320 W. Rex Allen Drive
Willcox, AZ 85643

Subject: FFY 2011 Operation Stonegarden Grant Program Award - **REALLOCATION**
Grant Agreement Number: **888434-02**
Project Title: **Equipment**

Dear Interim Chief Childers:

The Operations Order that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) and Customs and Border Protection (CBP) for consideration under the Operation Stonegarden Grant Program (OPSG) has been awarded. The project titled "**Equipment**" has been funded under the Operation Stonegarden Grant Program for **\$10,000**. The grant performance period is **July 1, 2013 through June 30, 2014**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed:

1. Two (2) AZDOHS Subgrantee Agreements for OPSG (enclosed).
2. Financial Award Documents (available on the AZDOHS website at <http://www.azdohs.gov/Grants/FFY2011.asp>)
3. Funding Addendum Page (enclosed).
4. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).
5. Complete NIMSCAST at www.fema.gov/nimscast. Per Federal Grant Guidance, sovereign nations are required to provide their respective State Administrative Agency access to their NIMSCAST data. For more information on NIMSCAST, contact Mariano Gonzalez at mariano.gonzalez@azdema.gov, or (602) 464-6327. No hard copy required.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above is not signed and received by AZDOHS on or before September 30, 2013 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Subgrantees are required to complete a Grant-Funded Typed Resource Form and submit to AZDOHS no later than 45-days after the end of the performance period.
- Quarterly programmatic reports must be submitted on the most recent form/template, which was updated as of 10/1/2012. Previous versions of the quarterly report form/template will not be accepted.
- Subgrantees are required to annually submit a copy of their annual A-133 Audit to AZDOHS. Subgrantees will not receive any positive action by AZDOHS to include payment of reimbursements, until A-133 reporting requirement and/or AZDOHS has received and approved an action plan for

1700 West Washington Street Phoenix, Arizona 85007

Office: (602) 542-7030

Fax: (602) 364-1524

www.azdohs.gov

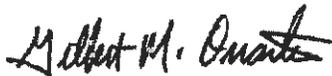
compliance.

- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds must be P25 capable and programmed in accordance with the Arizona's State Interoperable Priority Programming Guide Channels, which include standard names for national channels as identified in the National Interoperability Field Operations Guide (NIFOG).
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact William D. Seltzer, OPSG Strategic Planner at 602-542-7044 or wseltzer@azdohs.gov.

Congratulations on your Operation Stonegarden Grant Program award.

Sincerely,



Gilbert M. Orrantia
Director

Cc: Penney Bell

Attachments: Operations Order Addendum, EHP Designation Letter

**FY 2012 Operation Stonegarden Grant Program
REALLOCATION**

Operations Order Addendum – EQUIPMENT

Agency: Willcox Police Department

Grant#: 888434-02

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines. Subgrantee agrees to the funding shown here:

EQUIPMENT	AEL	QUANTITY	COST/UNIT	TOTAL COST	TOTAL AWARD
In-Car Digital Video System	04MD-01-VCAM	2	\$5,000	\$10,000	\$10,000

Project Point of Contact

Print Name

Signature

Date

Strategic Planner or
Assistant Director Planning & Preparedness

William D. Seltzer

Print Name

Signature

Date

This form is to be signed and returned.



State of Arizona Department of Homeland Security



Governor Janice K. Brewer

Director Gilbert M. Orrant

FFY 2011

Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, your project required an Environmental and Historic Preservation review. It has been reviewed and your project has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subgrantee agreement:

The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

**SUBGRANTEE AGREEMENT (REALLOCATION)
OPSG EQUIPMENT**

11-AZDOHS-OPSG-888434-02

Between

The Arizona Department of Homeland Security

And

Willcox Police Department

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the Willcox Police Department (subrecipient) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **July 1, 2013** and shall terminate on **June 30, 2014**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled "Equipment" and funded at **\$10,000.00** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall:

- a) Provide up to **\$10,000.00** to the subrecipient for services provided under Paragraph III.
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore,

should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS by March 31st.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (A-87 OMB Circular), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.
- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at <https://www.rkb.mipt.org/ael.cfm> 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

- d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST

The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation

The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Procurement and construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <http://www.gao.state.gov>.

Procurement

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

Training and Exercise

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

- a) Submit the HSEEP Toolkit Exercise Summary to AZDOHS with all Exercise Reimbursement Requests.
- b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit.
- c) Within 60 days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

Nonsupplanting Agreement

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.
- b) Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or plant.
- c) A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year. When use of the Capital Asset for project activities is discontinued, the subrecipient shall request/receive authorization from AZDOHS prior to disposition.
- d) A Property Control Form shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. Nonexpendable Property and Capital Assets must be included on the Property Control Form. When disposition of Nonexpendable Property and Capital Assets occurs the subrecipient shall submit an updated Property Control Form to AZDOHS.

- e) Upon submission of the final quarterly programmatic report the subrecipient must file with the AZDOHS a copy of the Property Control Form. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- f) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 - (1) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.
 - (2) Adequate maintenance procedures must be developed to keep the property in good condition.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

- a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. **REPORTING REQUIREMENTS**

Regular reports by the subrecipient shall include:

a) **Programmatic Reports**

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) **Quarterly Programmatic Reports are due:**

January 15 (period October 1– December 31)

April 15 (period January 1 – March 31)

July 15 (period April 1 – June 30)

October 15 (period July 1 – September 30)

c) **Financial Reimbursements**

The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc...or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XXXIX, NOTICES, of this Agreement.

XI. **ASSIGNMENT AND DELEGATION**

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. **AMENDMENTS**

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XV. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVI. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XVIII. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XIX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XX. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXI. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXV. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXII. INDEMNIFICATION

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

XXXIII. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXV. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVIII. SPECIAL CONDITIONS

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**
- d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XXXIX. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov

The AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name above

Enter Agency Name above

Enter Street Address

Enter City, State, ZIP

XXXX. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name above

Authorized Signature above

Print Name & Title above

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia

Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

