

TAB 1

Proclamation

Whereas, the United States Congress and the President of the United States have designated October 6, 2013 as the day of the National Fallen Firefighter's Memorial Service, which also marks the beginning of the annual Fire Prevention Week Observance, and

Whereas, firefighters play an essential role in saving lives as first responders in vehicle collisions, natural disasters and fire scenes, and

Whereas, firefighters respond day and night for calls to extinguish building and wildland fires, often lasting for hours and sometimes for days, and

Whereas firefighters provide community support and information to promote safety through fire prevention educational programs in an effort to reduce deaths, injuries, and property losses from fire, and

Whereas, the events of the Yarnell Hill fire in Arizona on June 30, 2013 brought national attention to the duties, responsibilities, hazards, and sacrifices faced by firefighters on a daily basis;

Now, therefore, I Robert Irvin, Mayor of the City of Willcox, Cochise County, Arizona, now call upon all citizens of the City of Willcox and upon all patriotic, civic, and educational organizations to observe the day of Sunday, October 6, 2013 as

"Firefighter Recognition Day"

in recognition of the nation's fire and emergency services personnel who have made the ultimate sacrifice in service to their community and to pay respect to the survivors of our fallen heroes by lowering American flags to half-staff, and October 6, 2013 through October 12, 2013 as

"Fire Prevention Week"

and I encourage all citizens of the City of Willcox to become familiar with dangers presented by fires, and that they take any appropriate steps to reduce that threat to their homes and families.



In witness whereof, I have hereunto set my hand and caused the Seal of the City of Willcox to be affixed this 7th day of October 2013.

Robert A. Irvin
MAYOR, ROBERT A. IRVIN

Attest: *Virginia A. Mefford*
City Clerk Virginia A. Mefford



THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ HELD ON THIS 16th DAY OF SEPTEMBER, 2013

CALL TO ORDER- Mayor Bob Irvin called the Regular Meeting to order on Monday, September 16, 2013 at 7:00 p.m. and welcomed everyone in attendance

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

PRESENT

Mayor Robert A. Irvin
Councilman Elwood A. Johnson
Councilwoman Monika Cronberg
Councilman Earl Goolsby
Councilman William "Bill" Nigh

STAFF

City Manager Ted Soltis
City Attorney Ann P. Roberts
Finance Director Ruth Graham
Interim Police Chief Glenn Childers
Public Services & Works Director John Bowen
Library Director Tom Miner
Development Services Jeff Stoddard
Recording Secretary Sherry Lynn Van Allen

ABSENT

Vice Mayor Bill Holloway - Excused
Councilman Gerald W. Lindsey - Excused

PLEDGE OF ALLEGIANCE TO THE FLAG - led by Mayor Irvin

CALL TO THE PUBLIC - No Response.

DECLARATION ON CONFLICT OF INTEREST - None declared by Council or Staff.

ADOPTION OF THE AGENDA

MOTION: Councilman Johnson moved to approve the adoption of the agenda as presented.

SECONDED: Councilwoman Cronberg **CARRIED**

APPROVAL OF MINUTES OF THE SPECIAL MEETING OF SEPTZEMBER 03, 2013

MOTION: Councilwoman Cronberg moved to approve Minutes of the Special Meeting of September 03, 2013.

SECONDED: Councilman Goolsby **CARRIED**

PUBLIC HEARINGS.

A. Second reading, Liquor License Series #13 for Aridus Wine Company

OPEN: 7:05 pm Mayor Irvin opened the public hearing and invited comments. Hearing none the Mayor closed the public hearing. **CLOSED:** 7:06 pm

REGARDING THE APPLICATION FOR LIQUOR LICENSE SERIES #13 ARIDUS WINE

MOTION: Councilman Johnson moved to approve the application for liquor license series #13 for Aridus Wine.

SECONDED: Councilwoman Cronberg

DISCUSSION: Councilman Nigh questioned why P & Z was not making the recommendation. **CARRIED**

REGARDING WILLCOX WINE COUNTRY FESTIVAL REQUEST FOR LIQUOR LICENSE APPLICATION APPROVAL FOR WINE VENDORS AT WINE FESTIVAL OCTOBER 19-20, 2013

MOTION: Councilman Johnson moved to approve the Willcox Wine Country Festival's request for application approvals of wine vendor's liquor license for the Wine Festival on October 19-20, 2013.

SECONDED: Councilwoman Cronberg. **CARRIED**

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 16th DAY OF SEPTEMBER, 2013**

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

MOTION: Councilman Johnson moved to approve the Willcox Wine Country Wine Festival's request for a waiver for glass containers in Railroad Park.

SECONDED: Councilwoman Cronberg **CARRIED**

FINANCIAL REPORT FOR JUNE 30, 2013

DISCUSSION: Reports presented by Finance Director Graham. She stated FY13 year was the best performance we have had in the General Fund since 2007.

Councilman Jonson asked how much was in savings. Ms. Graham responded \$6,362,131 for all funds.

Councilwoman Cronberg asked how much the fence costs to lease around the burned hotel versus purchase. Graham stated we will follow-up on the question.

REGARDING BID FROM IDEAL SOLUTIONS FOR ALLEY WAY AND GUTTER WORK

MOTION: Councilman Nigh moved to TABLE the item. **MOTION DIED** for lack of second.

MOTION: Mayor Irvin moved to award the bid to Ideal Solutions for alleyway and gutter work.

SECONDED: Councilwoman Cronberg

DISCUSSION: Director Bowen explained the bid and why it had to be rebid.

He added that he had discussed all of the aspects of the job and the budgeted amount with the bidder. They agreed to lower their bid to within our budget.

Councilman Nigh wanted to know why city staff could not do the job. Director Bowen explained that staff had other projects and were uncertain when they could get to it. He also noted the scope of the project and the need to complete certain tasks as weather permitted.

AYES: Irvin – Johnson – Cronberg – Goolsby (4) **NAYS – Nigh (1) MOTION CARRIED**

**RESOLUTION NO. 2013-66 REGARDING APPROVING AND ADOPTING A THE CITY CONTRACT
BETWEEN OF WILLCOX AND HICKAM ARNOLD ASSOCIATES, L.L.C., DBA HICKAM CONSTRUCTION
COMPANY FOR THE PURPOSE OF PERFORMING CONSTRUCTION SERVICES DURING PHASE IV OF
THE HISTORIC PRESERVATION OF THE WILLCOX COMMUNITY CENTER IN CONJUNCTION WITH
COMMUNITY DEVELOPMENT BLOCKS GRANT CDBG #112-13**

MOTION: Councilwoman Cronberg moved to approve Resolution No. 2013-66 adopting the contract between the City and Hickman Construction for the purpose of construction services for Phase IV of the Community Center CDBG#112-13

SECONDED: Councilman Goolsby

DISCUSSION: Director Bowen explained the work that will be completed within this construction phase.
CARRIED

CITY MANAGER REPORTS

He thanked Councilman Lindsey for assisting with the return of the grant reimbursement for the industrial park. He thanked Connie Bonner for her service to the City of Willcox. He explained Emily Reed will replace Connie and Tammy Fimbres will serve part-time at the front desk to fill Emily's position.

Staff is continuing to work on the Motel clean-up. Councilman Johnson asked staff to reiterate the sampling process. Jeff Stoddard noted that six samples were taken during two separate tests. For the last test, ninety-one samples were taken. Samples containing greater than 1% asbestos were noted.

Work is progressing on updating the City Municipal Book.

COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS

Councilman Nigh – Sorry we had to go to Tucson to get curb and gutter work done.

Councilwoman Cronberg – Noted the devastation happening in Colorado. Her heart goes out to everyone there affected by the flooding.

There were no other comments from council members.

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 16th DAY OF SEPTEMBER, 2013**

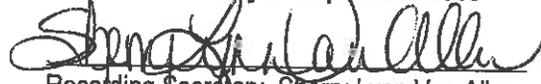
ADJOURN

Being no further business before the Mayor and Council the meeting was adjourned at 7:48 pm by Mayor Irvin.

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the City Council of the City of Willcox held on the 16th day of September, 2013. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 17th day of September 2013


Recording Secretary, Sherry Lynn Van Allen

PASSED, APPROVED AND ADOPTED this 7th day of October, 2013.

MAYOR ROBERT A IRVIN

ATTEST:

Date signed: _____

City Clerk Virginia A. Mefford

**CITY OF WILLCOX
Request for Council Action**

Agenda Item: 9
Tab Number: 3
Date: 10-07-2013

Date Submitted:
September 30, 2013
Date Requested:
October 7, 2013

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject:
ADOT Inter-
Governmental
Agreement for SR186
paving project.

To: Honorable Mayor and City Council

From: John Bowen, Director, of Public Services and Works

Discussion: ADOT has planned improvements to SR186 from B-10 to Kansas Settlement Road to include ADA ramps, valley gutters, new curbs and sidewalks, median at railroad crossing, and pavement replacement on Maley Ave. from mile post 328.92 to mile post 328.51.

Recommendation: Approve proposed revision to IGA

Fiscal Impact: None short term, future maintenance and repairs to be performed by staff.

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

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

Approved By: Ted Soltis
Ted Soltis, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2013-67

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, "CITY", APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WILLCOX AND THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE RESTORATION AND REHABILITATION OF ROADWAY IMPROVEMENTS ON STATE ROUTE 186.

WHEREAS, the Arizona Department of Transportation is empowered by Arizona Revised Statutes §28-401 to enter into Intergovernmental Agreements;

WHEREAS, the City is empowered by Arizona Revised Statutes §11-952 to enter into Intergovernmental Agreements regarding infrastructure; and,

WHEREAS, the City is empowered by Arizona Revised Statutes §9-240 to exercise exclusive control over streets and sidewalks within the City limits; and,

WHEREAS, the City of Willcox wishes to enter into an Intergovernmental Agreement with the Arizona Department of Transportation providing for the design, construction and rehabilitation of roadway surface and adjacent roadway improvements on State Route (SR) 186, the terms and condition of such Intergovernmental Agreement are set forth in Exhibit "A" hereto and made a part hereof; 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 October 7, 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 Intergovernmental Agreement between the State of Arizona, acting through its Department of Transportation, and the City of Willcox, providing for the design, construction and rehabilitation of roadway surface and adjacent roadway improvements located on State Route (SR) 186; and,

SECTION 2: The Mayor of the City of Willcox is hereby authorized to execute any and all documentation regarding said Intergovernmental Agreement as presented herewith as Exhibit "A"; and,

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

**PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF
THE CITY OF WILLCOX, ARIZONA, this 7th day of October, 2013.**

APPROVED/EXECUTED:

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2013-67

ADOT File No.: IGA/JPA 13-0001854-I
AG Contract No.: P0012013002810
Project: Willcox-Kansas Settlement &
Dos Cabezas- Chiricahua Hwy
Section: Roadway
Federal-aid No.: 186-A(200)A
ADOT Project No.: H815701D
TIP/STIP No.:
Budget Source Item No.: n/a

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF WILLCOX

THIS AGREEMENT is entered into this date _____, 2013, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF WILLCOX, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties."

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes § 9-240 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The work proposed under this Agreement consists of system preservation restoration/rehabilitation of roadway surface on State Route (SR) 186 from Milepost (MP) 328.92 to MP 328.51. The State will overlay existing roadway with three inches (3") of asphaltic concrete, to include removal and resetting of all valve covers and manhole covers. Railroad median curbs will be reconstructed at bullnoses. At intersection of SR 186 and Railroad Avenue, bump outs will be constructed to allow room for construction of ADA ramps and new valley gutters. Driveways will be constructed on both sides of SR 186 at MP 328.21 alley. At intersection of SR 186 (Maley Street) and B-10 (Haskell Avenue) the State will remove and replace existing ADA ramps, all of which will be referred to as the 'Project'. The City will continue responsibility of maintaining sidewalks and ADA ramps within the City's boundaries of the State's right-of-way. The State will advertise, bid and award the scoping, design and construction of the Project. The State will obtain federal funds for the design and construction costs associated with the Project. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to the Federal Highway Administration (FHWA) for its approval.
4. The Parties agree to and acknowledge the following conditions: the Parties shall perform their responsibilities consistent with this Agreement, and any change or modification to the Project will only occur with the mutual written consent of both Parties.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the City, if the Project is approved by FHWA and funds for the Project are available.

b. Prepare and provide design plans, specifications environmental clearance and other such documents and services required for construction of the Project. Such documents may consist of, but are not specifically limited to, environmental documents; the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities and such other related tasks essential to the Project.

c. Submit all documentation required to the Federal Highway Administration (FHWA) containing the above-mentioned Project with the recommendation that funding be approved for design, construction and construction administration. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project Plans and Specifications.

d. Be granted, without cost requirements, the right to enter City right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights of entry on to and over said rights-of-way of the City.

e. Upon authorization from FHWA, proceed to advertise for, receive and open bids, select and contract with the firm or firms to whom the award is made for the design and construction of the Project.

f. Notify the City that the Project has been completed and is considered acceptable, coordinating with the City as appropriate to turn over full responsibility of the Project improvements within City boundaries.

g. Not be obligated to maintain Project improvements within City boundaries, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The City will:

a. Upon execution of this Agreement, designate the State as authorized agent for the City.

b. Review design plans, specifications and other such documents and services required for the construction of the Project and provide review comments to the State as appropriate.

c. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.

d. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

e. Grant the State, its agents and/or contractors, without cost, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights of entry to accomplish among other things, soil and foundation investigations.

f. Upon notification by the State of Project completion, the City will agree to accept, maintain and assume full responsibility of the Project Improvements, within City boundaries, in writing.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all reimbursements provided herein. All maintenance obligations contained herein shall be perpetual. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon thirty-day's (30) written notice to the other party. It is further understood and agreed that, in the event City cancels this Agreement, the State shall have no other obligation to continue with the Project. If the federal funding related to this Project is terminated or reduced by the federal government, or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, neither Party to this Agreement shall be obligated to continue with the Project or provide funds for past, current or future expenses under this agreement.

2. To the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by (a) the State, any of its departments, agencies, officers and employees, or its independent contractors; or (b) the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

4. The cost of the project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

5. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

6. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

7. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

8. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order

Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

10. **Non-Availability of Funds:** Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

11. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

12. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401 and title 34 of the Arizona Revised Statutes.

13. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

14. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Willcox
Attn: John Bowen
250 N Railroad Ave.
Wilcox, AZ 85643
520) 766-4210

15. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

THE CITY OF WILLCOX

STATE OF ARIZONA
Department of Transportation

By _____
ROBERT A. IRVIN
Mayor

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer Development

ATTEST:

By _____
VIRGINIA MEFFORD
Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF WILLCOX

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF WILLCOX, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2013.

City Attorney

