

THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ HELD ON THIS 21st DAY OF OCTOBER, 2013

CALL TO ORDER - Mayor Bob Irvin called the Regular Meeting to order on Monday, October 21, 2013 at 7:00 p.m. and welcomed everyone in attendance

ROLL CALL - City Clerk Virginia Mefford called the roll:

PRESENT

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

STAFF

- City Manager Ted Soltis
- City Clerk Virginia Mefford
- 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

ABSENT

- Vice Mayor Bill Holloway-Excused

PLEDGE OF ALLEGIANCE TO THE FLAG - Led by Mayor Irvin

CALL TO THE PUBLIC - No Response from Council or Staff.

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

ADOPTION OF THE AGENDA

MOTION: Councilmember Johnson moved to approve the adoption of the agenda with the correction on number 8 removing "4-H and FFA Clubs" and replacing with "Willcox Junior Rodeo Association."

SECONDED: Councilmember Cronberg **CARRIED**

APPROVAL OF MINUTES OF THE REGULAR MEETING OF OCTOBER 7, 2013

MOTION: Councilmember Cronberg moved to approve minutes of the Regular Meeting of October 7, 2013.

SECONDED: Councilmember Johnson **CARRIED**

WILLCOX JUNIOR RODEO ASSOCIATION REQUEST THE FEES WAIVED AT QUAIL PARK FOR A RODEO ON THE FOLLOWING DATES: NOVEMBER 23, 2013, JANUARY 25, 2014, MARCH 8, 2014 AND MAY 17, 2014.

MOTION: Councilmember Johnson moved to approve the waiving of the fees for the Junior Rodeo for the dates stated above. **SECONDED:** Councilmember Cronberg **DISCUSSION:** Councilmember Goolsby asked for an explanation of Gymkhana. A member from the Junior Rodeo explained it's the same as a Jr. Rodeo. **CARRIED**

STREET CLOSURE FOR VETERANS DAY PARADE, RAILROAD AVENUE FROM FREMONT TO MALEY ON NOVEMBER 11, 2013 FROM 8:00 A.M. UNTIL NOON.

MOTION: Councilmember Johnson moved to approve the request. **SECONDED:** Councilmember Lindsey **CARRIED**

RESOLUTION NO. 2013-68 APPROVING RELEASE OF LIABILITY FROM CALIFORNIA BANK AND TRUST REGARDING DEMOLITION OF THE DESERT INN MOTEL LOCATED AT 704 SOUTH HASKELL AVENUE, WILLCOX, ARIZONA.

MOTION: Councilmember Johnson moved to approve Resolution No. 2013-68. **SECONDED:** Councilmember Lindsey **DISCUSSION:** Councilmember Johnson stated, for the record, this letter is to release the City of Willcox of liability and to be able to clean up the motel. Mayor Irvin asked if there was a time limit. The City Manager said he expected the final signatures by the end of the week. Councilmember Cronberg asked for clarification about the

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cleanup of the asbestos and whether a certified company must be used for all of the work. City Manager Soltis stated that Willcox Cares has obtained three bids and they are all certified to clean up all of the asbestos-tainted material. Councilmember Lindsey asked when the bids will be in. The City Manager stated that Willcox Cares, not the City, has obtained three bids. **CARRIED**

RESOLUTION NO. 2013-69 APPROVING THE RELEASE OF LIABILITY FROM KRISHNA PAL SINGH AND URMILA SINGH, OWNER/TRUSTOR, REGARDING DEMOLITION OF THE DESERT INN MOTEL LOCATED AT 704 SOUTH HASKELL AVENUE, WILLCOX, ARIZONA.

MOTION: Councilmember Johnson moved to approve Resolution No. 2013-69. **SECONDED:** Councilmember Cronberg **DISCUSSION:** Councilmember Johnson asked if the letter had been sent. City Manager Soltis stated yes. **CARRIED**

CITY MANAGER REPORTS

He provided an update on the Golf Course. Staff hopes to have a recommendation before Council at the next meeting.

He attended the SSVEC community meeting.

He had a meeting with Funeral Director Dan Douglas and discussed the cemetery expansion. Mr. Bowen gave an update.

He attended the Library Strategic Plan. He complimented staff - Mr. Minor, Sylvia, and Tonya - for their great presentations. Mr. Minor gave an update on the Library Strategic Planning process.

He attended the Wine Festival and stated it was fantastic and hopes it keeps growing.

He gave an update on the Municipal Code Book.

Mr. Bowen gave an update on the street sign for the corner of Maley and Haskell.

Interim Chief Childers made a detective announcement hiring at the Police Department. He stated that Detective Rios is eligible to retire soon and he wanted the Council to be the first to know we have selected Officer Reno as a new detective.

COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS

Councilmember Johnson stated the Wine Festival was a success.

Councilmember Lindsey stated that this coming Saturday is "Make a Difference Day." "We will clean up the historic cemetery and all are welcome to help."

Mayor Irvin noted that not too long ago the City sold some property out at the Industrial Park. The Council made a good choice selling it to Arizona Grain. They have had truck loads come in and it is going great.

ADJOURN

There being no further business before the Mayor and Council the meeting was adjourned at 7:30 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 21st day of October, 2013. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 23rd day of October 2013

Virginia A. Mefford, City Clerk

PASSED, APPROVED AND ADOPTED this 4th day of November, 2013.

MAYOR ROBERT A IRVIN

Date signed: _____

ATTEST:

City Clerk Virginia A. Mefford

CITY OF WILLCOX
Request for Council Action

Agenda Item: 8
Tab Number: 2
Date: 11-04-2013

Date Submitted:
October 30, 2013
Date Requested:
November 4, 2013

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject: Street closure
for a lighted Christmas
parade.

To: Honorable Mayor and City Council

From: Gary Adams, Streets Supervisor of Public Works

Discussion: The Willcox Chamber of Commerce is requesting a street closure from Railroad Ave and Haskell to Railroad Ave and Maley St. for a Christmas lighted parade. This event will occur on December 7, 2013 from 4:30 pm until 9:00 pm.

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

Fiscal Impact: 0.00

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

Approved By: Gary A. Adams
Gary Adams, Streets Supervisor Public Services and Works

Approved By: Ted Soltis
Ted Soltis, City Manager

Street Closure Request Form

Name of Applicant

Willcox Chamber of Commerce

Date of Request

10/22/2013

Address

1500 N Circle I Rd, Willcox 85643

Phone Number

520-384-2272

Event or Event Sponsor for Street Closure

Christmas Lighted Parade

Date(s) Requested for Street Closure

December 7, 2013

Times for Street Closure

4:30 PM - 9 PM

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

Freemont to Railroad to Maley

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

[Signature]
Applicant Signature

Oct. 22, 2013
Date

Received By _____

Date _____

PETITION TO CLOSE RAILROAD AVENUE

ON December 7, 2013
DATE

FROM 4:30 PM TO 9 PM
START TIME END TIME

FOR THE PURPOSE OF Christmas Lighted Parade
EVENT

REX ALLEN MUSEUM, OK TO CLOSE [Signature]

WILLCOX HISTORIC THEATER, OK TO CLOSE _____

RODNEY'S, OK TO CLOSE [Signature]

FLYING LEAP, OK TO CLOSE _____

OLD WEST MERCANTILE, OK TO CLOSE [Signature]

FRIENDS OF MARTY ROBBINS, OK TO CLOSE [Signature]

KEELING SCHAEFER, OK TO CLOSE _____

GALLERY 94, OK TO CLOSE _____

BIG TX, OK TO CLOSE _____

520-766-9463
731-6540
Spear, C

**CITY OF WILLCOX
Request for Council Action**

Agenda Item: 9
Tab Number: 3
Date: 11-04-2013

Date Submitted:
October 30, 2013
Date Requested:
November 4, 2013

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject: Waiving of
fees for the use of the
Community Center.

To: Honorable Mayor and City Council

From: Gary Adams, Streets Supervisor of Public Works

Discussion: The Arizona State Forestry Department is requesting the waiver of the fees for the use of the Community Center. They would like to hold a class on wild land fire training on November 25 through November 28, 2013 from 8:00 am until 5:00 pm each day.

Recommendation: Mayor and Council grant permission for the waiver of fees to the AZ State Forestry Department. They are a non-profit organization and in turn for the waiver of fees offered to do any clean up around the city.

Fiscal Impact: \$160.00

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

Approved By: Gary A. Adams
Gary Adams, Streets Supervisor Public Services and Works

Approved By: Ted Soltis
Ted Soltis, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA
Facilities Use Agreement

This Agreement made this _____ day of _____, 20____
between _____ ("PARTICIPANT") and
the City of Willcox through the City Public Works Department ("CITY") for the use of the
City owned facilities by a private organization.

ARTICLE I -- TERM OF AGREEMENT:

The term of this agreement shall be 11-25, 2013 ^{4 days} through
11-28 2013, unless earlier terminated by either party.

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

8 start time 5 end time

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

ARTICLE II -- CITY OWNED FACILITIES:

This agreement shall be for the use of COMMUNITY CENTER
(facility and area/s)

to be used for Wildland Fire TRAINING
(type of event)

to be used by AZ State Forestry
(example: public, family, friends)

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

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

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

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

ARTICLE III -- INDEMNIFICATION AND INSURANCE

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

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

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

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

ARTICLE IV -- MISC. PROVISIONS:

CANCELLATION FOR CONFLICT OF INTEREST

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

NONASSIGNABILITY

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

RIGHTS/OBLIGATIONS OF PARTIES ONLY

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

NOTICE REQUIREMENTS

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

If to the CITY:

City of Willcox, Public Services and Works
250 N. Railroad Avenue
Willcox, Arizona 85643

If to the PARTICIPANT:

Name: Lehi VIZCAINO

E-Mail Address: lehivizcaino@azsf.gov

Organization: AZ State Forestry

Contact Phone Number(s): (602) 653-9142

Mailing Address: 15500 S. Ft. Grant Ft Grant AZ 85643
City State Zip Code

SEVERABILITY

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

ENTIRE AGREEMENT

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

GOVERNING LAW

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

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

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

Signature

Date

Printed Name

Title

PARTICIPANT

Leli Vizcaino [Signature]
Signature

10/29/13
Date

Leli Vizcaino
Printed Name

Crew Coordinator
Title

Attachment "A"
Community Center Checklist

The City of Willcox Facilities Maintenance Department of Public Services and Works will perform the following:

<p>General</p> <ul style="list-style-type: none"><input type="checkbox"/> Issue _____ tables (34-4x8, 11- 4x4, 10-4x6 available)<input type="checkbox"/> Issue _____ chairs (400- Folding, 32- padded available)<input type="checkbox"/> Review Restroom Cleaning<input type="checkbox"/> Review Operation of Lighting<input type="checkbox"/> Review Operation of Heating/AC<input type="checkbox"/> Review Cleaning Requirements <p>Ballroom</p> <ul style="list-style-type: none"><input type="checkbox"/> Provide Key <p>Dining Room</p> <ul style="list-style-type: none"><input type="checkbox"/> Provide Key <p>Lounge</p> <ul style="list-style-type: none"><input type="checkbox"/> Provide Key	<p>Kitchen</p> <ul style="list-style-type: none"><input type="checkbox"/> Provide Key<input type="checkbox"/> Review Operation of Lighting<input type="checkbox"/> Review Operation of Range<input type="checkbox"/> Review Operation of Range Hood<input type="checkbox"/> Review Operation of Ansul System<input type="checkbox"/> Review Operation of Dishwasher<input type="checkbox"/> Review Operation of Refrigerator<input type="checkbox"/> Review Operation of Freezer<input type="checkbox"/> Review Operation of Warmer<input type="checkbox"/> Review Operation of Ice Maker<input type="checkbox"/> Review Cleaning Requirements <p>Sound System</p> <ul style="list-style-type: none"><input type="checkbox"/> Provide Key<input type="checkbox"/> Review Operation of System
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Unless otherwise specified trash cans are emptied, restrooms are cleaned and restocked on a daily basis during weekdays.

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

Special Arrangements:

The "Participant" is responsible for establishing control of the area(s) requested for use.

The City of Willcox is not responsible for loss due to acts of God or vandalism or by actions of others not affiliated with the City of Willcox.

Attachment "B"
Community Center Checklist

The Participant agrees to perform the following tasks:

General

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

Vendor(s)

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

Cleaning

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

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

If Serving Alcohol

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

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

Contact information:
 Public Services & Works ----- 766-4213
 Facilities & Park Maintenance ----- 507-0442
 On-call ----- 766-2701

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

Deposit and Rental Fees

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

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

- Request to waive fees through City Council. **YES**
- The City of Willcox reserves the right to refuse reservations.
- Must be at least 21 years of age to reserve the facilities.
- Participant may reserve one (1) day prior to the event to set up for the event without an additional charge for the day providing another event is not already scheduled.
- Under normal circumstances; fees and certificate of insurance must be remitted ten (10) days prior to the scheduled use.
- All fees must be paid prior to the issuance of keys.
- Cancellation of reservation within five (5) days of the activity will result in surrender of 1/2 of rental fees.
- Returned checks are subject to a twenty-five dollar (\$25.00) fee.
- *Unless these are profit making events.

Condition Verification

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

Recommended fees _____ All _____ None _____ Other _____ of the deposit is returned.

Significant damage has occurred directly related to this event.

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

**CITY OF WILLCOX
Request for Council Action**

Agenda Item: 10
Tab Number: 4
Date: 11-4-2013

Date Submitted: October 17, 2013	Action: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal <input type="checkbox"/> Other	Subject: Twin Lakes Golf Course
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To: Honorable Mayor and City Council

From: John Bowen, Director of Public Works

Discussion: Jason Jones (d.b.a. JNC Ventures, L.L.C.) recently notified the city that he has accepted employment elsewhere and would not be able to provide day to day oversight of Twin Lakes Golf Course.

Jason offered four options (see attached letter) for the city to consider. Staff has been involved in discussions with Jason as well as John and Betty Peterson to reach a fair and amicable agreement to transfer the operation of Twin Lakes Golf Course, associated equipment, inventory, and licenses to the City of Willcox to assume operations.

Gary Adams, past operator of the golf course, would be responsible for operations.

Recommendation: Terminate the Professional Services Agreement and buy out of JNC Ventures, L.L.C.

Fiscal Impact: See attached budget.

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

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

Approved By: Ted Soltis
Ted Soltis, City Manager

Ted Soltis

From: Jason Jones <jmatthewjones@hotmail.com>
Sent: Wednesday, September 11, 2013 10:19 AM
To: tsoltis@willcoxcity.org
Subject: Golf Course Proposal/Direction

Ted,

First off I would like to say thank you for spearheading efforts to improve the golf course, it's nice to see a city manager that has a vision for improving Willcox. The old ponds look much better and the removal of the dead trees was great. Also, the clubhouse is looking much better after all the work the city crews have been doing over the last 7 to 8 months. It makes my heart happy to see this after being so involved with this course over the last 12 years, either as a player or as a manager.

After talking with you last Friday I wanted to give this proposal some thought and deliberation as I really didn't anticipate being in this situation, and not a fun one at that. However, I have always been one to focus on possible solutions and not the problems, as we could go around in circles about the problems and what is causing what.

Before I begin, I would like to reiterate some background information: 1) I have had to go back into teaching and coaching at San Simon to better help provide for my family. We (my wife and I) have had to hire out most of the operations at the golf course, but are still supervising everything. Believe it or not, the dollar per hour as a teacher is much better than being a General Manager at Twin Lakes. 2) Play and revenue continues to decline at the golf course. We had a decent spring but the summer has declined to levels I didn't think possible, therefore...3) We are unable to overseed the greens this year. We have done this the past two years; however it has not resulted in an increase in play or revenue. In fact, each time we have over seeded the greens it has cost us roughly \$5,000 in lost revenue (per year). 4) The pump/irrigation system has been inefficient for roughly 1/3 of the time as managers of Twin Lakes. This has created situations where the course has been extremely rough over the last three years, and simply tough to manage from an agronomic standpoint, obviously. Hence, effecting our play and revenue. To what level I cannot say.

So the question is, how do we move forward....I have four ideas that I would like to present. You can ponder these with your staff, council members, myself, or whomever.

- 1) We remain as the status quo, and finish the contract out until October of 2015, and continue to operate out of a cash basis. I will say that given our resources and level of play, the course will continue to take a hit, on many levels.
- 2) The city provides an extra \$50,000 per year to our existing contract to help offset operational costs. We really could use more labor, replace old equipment, and should be paying our employees more than we are. This would also help to overseed tees and greens.
- 3) The city buys JNC Ventures (our company) out at approximately \$50,000, and assumes operational responsibility of the golf course. We would help to ensure that the transition is seamless and it would be turnkey. Currently we have a \$128,000 purchase contract with John and Betty Peterson to buy all of the carts, machinery, tools, etc. We have paid this down by approximately \$40,000. The \$50,000 includes an equity

stake in this contract/equipment, and about \$25,000 in cash we have put into the course and inventory. If we went this route the city could possibly assume the contract with the Petersons and not have any initial capital outlay.

4) The city assumes all operational duties and costs on the outside. We (JNC Ventures) would continue to run the proshop and business side of the golf course. This option would be trickier in how we would differentiate costs/liabilities

This is just a start, and open to revision. I really hope we can find a solution between all of us. Please call me should you wish to discuss further at 507-1934. I will be on and off my phone the next few days but will get back to you asap.

Regards,

Jason Jones
General Manager
Twin Lakes Golf Course
1000 S. Rex Allen Jr. Drive
Willcox, AZ 85643
520-384-2720
www.willcoxazgolf.com
Check us out on Facebook!
"One Shot at a Time"

Twin Lakes Golf Course

The present manager of the golf course desires to return management of the golf course to the city. The following is an analysis of the best way to accomplish this transition.

Recent Accomplishments:

- Removed dilapidated shed.
- Removed dead trees.
- Cleaning up property.
- Re-landscaped old ponds per new sewer treatment plant plan.
- Upgraded club house.
- Replaced water pump.

Business Plan:

Operations

- Decrease green fees/cart rental fees.
 - Reduced rates for city residents.
- Introduce the next generation to golf.
 - Reduced or free summer golfing.
 - Reduced golf cart/driving range rate.
 - Increase number of youth tournaments.
 - Develop programs to encourage local youth to play golf.
- Increase number of adult tournaments.
- Promote food sales.
- Have a refreshment cart at tournaments.
- Develop new annual pass and rewards program to create loyalty.
- Develop an e-mail golf course member database to keep golfers informed.
- Improve customer service
- Meet needs of corporate tournaments.
 - Tents, tables, chairs, catering.

Maintenance

- Need to over seed golf course.
- Develop recover program for greens.
- Repair equipment.

Staffing

- Utilize the five existing golf course staff members, inmates and public works employees. (Presently two full-time and three part-time at 30 hrs. = 3 x 10.)

FAQ:

- Who is responsible for the liquor license? The agent will be Gary Adams.
- Will OSHA standards need to be followed? Yes

Inventory

Items	Make	Quantity	Cost	Used (3) Unit Cost	Used (3) Total
Triplexes (1)	Toro	2	\$12,000	\$15,000	\$30,000
Triplexes Parts	Toro	3			
Tractor	Ford New Holland	1	\$12,000	\$30,000	\$30,000
Front End Loader (Attachment)	Ford New Holland	1			
Fairway Mowers	Toro	3	\$11,500	\$20,000	\$60,000
Mowers	Craftsman 44"/DGT 6000	2	\$800	\$2,000	\$4,000
Greens Rough Mower	Land Pride AFM 4014	1	\$6,000	\$15,000	\$15,000
Boom Sprayer	Unknown (1998)	1	\$750	\$3,000	\$3,000
Driving Range Picker	Unknown	1	\$2,000	\$5,000	\$5,000
Ball Washer	Western Gulf Inc.	1	\$300	\$2,000	\$2,000
Weed Eaters	Pouland Pro Featherlite	2	\$100	\$300	\$600
Aerator	Toro (1994)	1	\$1,500	\$9,000	\$9,000
Carts (2)	EZGO	40	\$61,500	\$2,800	\$106,400
Tools	Misc.	-	\$1,000	-	\$1,000
Sand Spreader	Ryan (City)	1	\$0	\$9,000	\$9,000
Verticutting Reels	Toro	6	\$0	\$0	\$0
Grinders	Express Dual	2	\$6,000	\$3,000	\$6,000
Chargers	Ezgo	-	\$0	\$0	\$0
Air Compressor	Husky 136424	1	\$300	\$1,000	\$1,000
Fuel/Lubricants	Misc.	-	\$850	-	\$350
Parts	Misc.	-	\$0	-	\$0
Pro Shop	Misc.	-	\$3,000	-	\$2,950
Balls	Misc.	-	\$2,000	-	\$1,000
Phones, Computer, Printer	Uniden, Dell, HP	3	\$800	-	\$800
Fridge (4)		1		\$800	\$800
Ice Maker	Hoshizaki KM-500MAE	1	\$1,650	\$3,000	\$3,000
Initial Contract Purchase Total			\$124,050	Used	
			Paid (\$35,100)	Replacement	
Remaining Total			\$88,950	Total	\$290,900
(1) Includes extra and verticut reels.					
(2) Forty (40) carts, eleven (11) in need of repair, two (2) parts only; includes chargers. (EZGO)					
(3) Replacement cost for used equipment.					
(4) Unit replaced - Whirlpool 1983.					

TWIN LAKE GOLF COURSE - CHART OF ACCOUNTS

Acct. Number	Title	*Present Budget Amount	Projected Budget Amount	
OPERATING - REVENUE				
14-34-10100	GREEN AND CART FEES	\$80,000	\$80,000	
14-34-10200	REFRESHMENT SALES	\$13,000	\$13,000	
14-34-10400	GOLF ACCESSORIES AND SOUVENIER SALES	\$7,346	\$7,346	
14-34-90300	MEMBERSHIP FEES	\$15,000	\$15,000	
	Sub-Total	\$115,346	\$115,346	
OTHER - REVENUE				
14-37-90100	INTEREST INCOME	\$0	\$0	
14-37-95000	MISCELLANEOUS RECEIPTS	\$0	\$0	
	DONATIONS	\$0	\$4,399	
	Sub-Total	\$0	\$4,399	
APPROPRIATIONS - REVENUE				
14-39-99800	FUND BALANCE APPROPRIATIONS	\$0	\$0	
	GENERAL FUND	\$54,000	\$133,009	\$44,059
	Sub-Total	\$54,000	\$133,009	\$44,059
	TOTAL REVENUE	\$169,346	\$252,754	\$163,804
COST OF GOODS SOLD - EXPENDITURE				
14-450-1050	REFRESHMENT PURCHASES	\$3,600	\$3,000	
14-450-1060	ALCOHOL	\$9,600	\$9,600	
14-450-1070	GOLF ACCESSORIES (CLUBS, TEES, BALLS, ETC)	\$3,600	\$3,000	
	Sub-Total	\$16,800	\$15,600	
PERSONNEL - EXPENDITURE**				
	MANAGEMENT DRAW	\$33,600	\$0	
14-451-1101	SALARIES AND WAGES (2 at \$10/hr.)	\$41,600	\$41,600	
14-451-1102	SALARIES AND WAGES - PART-TIME (3x10) = 30 hrs	\$15,600	\$15,600	
14-451-1105	OVERTIME	\$0	\$0	
	CITY EMPLOYEE	\$13,400	\$16,656	
	FORT GRANT CONTRACT	\$1,000	\$2,000	
14-451-1201	INDUSTRIAL INSURANCE (.0671)	\$3,842	\$3,842	
14-451-1202	MEDICAL INSURANCE (2 FT)	\$0	\$14,284	
14-451-1203	FICA (.0756)	\$4,324	\$4,324	
14-451-1204	ARS (.1154)	\$0	\$3,145	
14-451-1205	UNEMPLOYMENT (.0196)	\$1,121	\$1,121	
14-451-1207	LIFE INSURANCE (\$121/FT emp)	\$0	\$242	
14-451-1208	HEALTH REIMB ALLOWANCE (2 FT = S+1,M+0)	\$0	\$2,612	
14-451-1209	BENEFITS FEES (\$175/FT emp)	\$0	\$350	
	Sub-Total	\$114,487	\$105,776	
OPERATING EXPENSES - EXPENDITURE				
14-452-2111	SHOP SUPPLIES	\$0	\$0	
	PROPERTY INSURANCE	\$4,560	\$228	
	TRANSACTION PRIVILEGE TAX	\$12,000	\$0	
14-452-2115	EQUIPMENT REPAIR/MAINTENANCE	\$8,000	\$21,000	
14-452-2116	SMALL EQUIPMENT PURCHASES	\$0	\$4,000	
14-452-2190	FERTILIZER/SAND/SEED	\$1,800	\$8,600	
14-452-2401	CREDIT CARD FEES	\$3,000	\$3,000	
14-452-2402	CABLE/INTERNET/ALARM	\$3,000	\$3,000	
14-452-2404	UTILITIES	\$10,440	\$3,600	
14-452-2601	FUEL AND OIL	\$9,600	\$9,600	
14-452-2700	TRAVEL AND TRAINING	\$2,400	\$0	
14-452-9601	ADVERTISING (Hwy 186/Rex Allen Jr. Drive)	\$500	\$0	
14-452-9603	CONTINGENCY	\$0	\$0	
14-452-9690	MISC EXPENSE	\$0	\$5,000	
	Sub-Total	\$55,300	\$58,028	
TRANSFERS - EXPENDITURE				
	DEBT SERVICE***	\$12,000	\$88,950	\$0
14-453-4000	CHARGES TO ADMIN SVS	\$0	\$0	\$0
	Sub-Total	\$12,000	\$88,950	\$0
CAPITAL OUTLAY - EXPENDITURE				
14-459-9901	CAPITAL PURCHASES:	\$0	\$0	
	Sub-Total	\$0	\$0	
	TOTAL EXPENDITURE	\$181,787	\$252,754	\$163,804
	NET TOTAL	(\$12,441)	\$0	\$0

* August 1 - September 30.

**Does not include additional City Employees for supervision.

*** Includes one-time equipment/merchandise buy-out - \$88,950.

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2013-70

A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING AND ADOPTING THE “AGREEMENT TERMINATING THE PROFESSIONAL SERVICES AGREEMENT TWIN LAKES GOLF COURSE” BETWEEN THE CITY OF WILLCOX, “LESSOR”, JASON JONES AND CARRIE JONES, D.B.A. JNC VENTURES, L.L.C., LESSEE AND JOHN PETERSON AND BETTY PETERSON, D.B.A. ENCORE CATERING UNLIMITED, L.L.C., “SECURED PARTY”.

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

WHEREAS, LESSOR is authorized pursuant to A.R.S. § 9-241, et seq. to exercise control of the property of the corporation and to erect, purchase or lease property for the purposes of the corporation, including the operation of public parks and other lands for public purposes pursuant to § 9-494; and,

WHEREAS, JASON JONES and CARRIE JONES, d.b.a. JNC VENTURES, L.L.C., as LESSEE, of the Twin Lakes Golf Course under the “Professional Services Agreement Twin Lakes Golf Course”, approved October 4, 2010, which was amended on December 17, 2012, under the “2012 Amendment to the Professional Services Agreement Twin Lakes Golf Course” no longer wish to continue to operate the Twin Lakes Golf Course; and,

WHEREAS, LESSOR and LESSEE, desire to execute the “Agreement Terminating the Professional Services Agreement Twin Lakes Golf Course”, attached hereto as Exhibit “A” and incorporated herein for the termination of the terms and conditions of the original “Professional Services Agreement for Twin Lakes Golf Course” and the “2012 Amendment to the Professional Services Agreement Twin Lakes Golf Course”; and,

WHEREAS, the Mayor and City Council desire to have this Resolution presented at the Regular Council Meeting on November 4, 2013, and has determined that approval of the “Agreement Terminating the Professional Services Agreement Twin Lakes Golf Course” is in the best interest of the CITY and its residents.

...
...
...

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

SECTION1: The Mayor and City Council of the City of Willcox, Arizona, hereby approve and adopt the **“Agreement Terminating the Professional Services Agreement Twin Lakes Golf Course”** attached hereto as Exhibit “A” and incorporated herein, as presented to Mayor and Council; and,

SECTION 2: The Mayor is authorized and empowered to execute the **“Agreement Terminating the Professional Services Agreement Twin Lakes Golf Course”** attached hereto as Exhibit “A” and incorporated herein, as presented to Mayor and Council; and,

SECTION 3: 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 4th day of November, 2013.

APPROVED/EXECUTED:

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2013-70

**AGREEMENT TERMINATING THE
PROFESSIONAL SERVICES AGREEMENT
TWIN LAKES GOLF COURSE**

This Agreement for the termination of the Professional Services Agreement for the Twin Lakes Golf Course, hereinafter known as the “**Termination Agreement**” is entered into this 4th day of November, 2013 by and between the **CITY OF WILLCOX**, an Arizona municipal corporation, hereinafter referred to as “**LESSOR**”, and **JASON JONES** and **CARRIE JONES**, d.b.a. **JNC VENTURES, L.L.C.**, an Arizona limited liability company, hereinafter referred to as “**LESSEE**” and **JOHN S. PETERSON** and **BETTY L. PETERSON**, d.b.a. **ENCORE CATERING UNLIMITED, L.L.C.**, an Arizona limited liability company, hereinafter referred to as “**SECURED PARTY**”.

RECITALS

A. The Original Lease Agreement for the Twin Lakes Golf Course was entered into for a period of operation from June 1, 2003 until December 31, 2010, by and between the **LESSOR** and the original lessee, now **SECURED PARTY, JOHN PETERSON** and **BETTY PETERSON**, d.b.a. **ENCORE CATERING UNLIMITED, L.L.C.**, with the right to amend and thereafter, said Lease was amended; and,

B. **LESSOR** approved an Assignment and Consent Agreement on October 4, 2010, assigning, transferring and conveying all of the original lessees’, now **SECURED PARTY, JOHN PETERSON** and **BETTY PETERSON**, d.b.a. **ENCORE CATERING UNLIMITED, L.L.C.**, rights, obligations, title, interest and liabilities in and to the Lease Agreement to **JASON JONES** and **CARRIE JONES**, d.b.a. **JNC VENTURES, L.L.C.**, as **LESSEE**, to fulfill the Lease Agreement terms and conditions until the extended termination date of December 31, 2015; and,

C. **LESSEE** and **SECURED PARTY**, entered into a Buy/Sell Agreement, Security Agreement and a UCC-1 Financing Statement dated October 7, 2013, for the sale and security of personal property and goods associated with the operation of the golf course in an original secured amount of One Hundred Twenty Six Thousand Eight Hundred Fifty Dollars (\$126,850.00); and,

D. **LESSEE** no longer wishes to operate the Twin Lakes Golf Course and **LESSOR**, is willing and able to resume operation of such; and,

E. **SECURED PARTY** must agree to release all security interest in the personal property and goods associated with the operation of the golf course which will as a result of this Termination Agreement becomes the property of **LESSOR**.

...
...

NOW THEREFORE, in consideration of the mutual benefits to be derived by all parties herein, it is agreed that the Professional Services Agreement for the Twin Lakes Golf Course, executed October 6, 2010, as amended December 17, 2012, is hereby terminated upon fulfillment of the following terms and conditions:

1. **LESSOR** shall pay to **LESSEE** the sum of \$0.00 as and for unused pro shop inventory, depreciated value of the trade fixtures and equipment belonging to **LESSEE** that City wishes to retain that there are no liens upon, the depreciated rate for any capital improvements made by **LESSEE** to Clubhouse facility or any other capital improvements made on the course which were approved by the **LESSOR**, and the cost of usable inventories not limited to but including remaining inventories in the restaurant and bar. An inventory of all items included in the aforementioned paragraph shall be attached as **Exhibit "A"** and by reference, included herein.

2. **LESSEE** shall execute in favor of **LESSOR**, a Bill of Sale for all items of property being convey to **LESSOR**. Said Bill of Sale shall include the inventory attached hereto as **Exhibit "A"**.

3. **LESSOR** shall assume **LESSEE'S** obligations under contracts, if any, for the purchase or rental of capital equipment used by **LESSEE** in performing services under the Lease Agreement, at the course, including, but not limited to any contracts for the purchase or rental of golf carts, provided the **LESSOR** had approved the contracts prior to execution. An inventory of all obligations and/or contracts included in the aforementioned paragraph shall be attached as **Exhibit "B"** and by reference, included herein.

4. **LESSEE** shall relinquish all rights to perform operations at the Twin Lakes Golf Course as of the 4th day of November, 2013, and all property not being conveyed to **LESSOR** to **LESSEE** under the terms of this Termination Agreement shall be removed from the Twin Lakes Golf Course as of that date. Any property of the **LESSEE** that is not removes from the Twin Lakes Golf Course by **LESSEE** as of that date shall be deemed to be forfeited and shall become the property of the **LESSOR**.

5. **LESSOR** shall pay to **SECURED PARTY**, on behalf of the **LESSEE**, the sum of \$88,950.00 as and for release of the Security Agreement and a UCC-1 Financing Statement dated October 7, 2013, which was executed by **LESSEE** in favor of **SECURED PARTY**, for the sale and security of personal property and goods associated with the operation of the golf course in an original secured amount of One Hundred Twenty Six Thousand Eight Hundred Fifty Dollars (\$126,850.00).

6. **SECURED PARTY** shall execute in favor of **LESSOR**, a Bill of Sale for all items of property being convey to **LESSOR**. Said Bill of Sale shall include the inventory attached hereto as **Exhibit "A"**.

7. **SECURED PARTY** shall also execute a UCC-3, UCC Financing Statement Amendment, in favor of **LESSOR** for the termination of the previously executed UCC-1 Initial Financing Statement.

8. **LESSEE** shall indemnify, defend and hold harmless **LESSOR** from any and all liability or loss against all claims, or actions based on or arising out of damage or injury to persons or property, caused by or sustained in connection with the performance of **LESSEE'S** duties as performed under the terms of the Lease Agreement.

9. **LESSOR** agrees to indemnify, defend and hold harmless **LESSEE** for any and all liability and losses and against all claims or actions based on or arising out of damage or injury to persons or property caused by or sustained in connection with the performance of the obligations and conditions of **LESSOR** as performed under the terms of the Lease Agreement.

10. **LESSEE** hereby affirms to **LESSOR** that **LESSEE** did not utilize or permit to be utilized, hazardous substances on the Twin Lakes Golf Course, during **LESSEE'S** performance under the terms of the Lease Agreement. **LESSEE** hereby agrees to indemnify and defend **LESSOR** from any and all liability, claims or causes of action arising out of or based on claims or alleged causes of action or damages that there was use of hazardous substances on the Course prior during **LESSEE'S** performance under the Lease Agreement.

11. **LESSOR** holds a Class 6, Governmental Liquor License which has been leased to **LESSEE** to sell alcoholic beverages at Course. **LESSEE** shall execute any and all documents necessary to terminate said license lease as determined by the State of Arizona.

12. **LESSEE** affirms to **LESSOR** that all taxes and/or fees due and payable as a result of/or associated with **LESSEE'S** operation of the Twin Lakes Golf Course have been paid or, if not yet due, shall be paid by **LESSEE** and **LESSEE** agrees to indemnify, defend and hold harmless **LESSOR** for any and all liability and losses and against all claims or actions based on or arising out of the non-payment of any taxes or fees due and payable by **LESSEE**.

13. No modification, amendment or addition to this Termination Agreement, nor waiver of any of its provisions, shall be valid or enforceable unless in writing and signed by all of the parties.

14. This Termination Agreement shall be binding on the parties, their distributees, legal representatives and successors.

15. In any action or proceeding brought by any party under this Termination Agreement, the prevailing party shall be entitled to recover from the other party attorneys' fees, investigating costs, and other legal expenses and court costs incurred by such prevailing party in such action or proceeding as the court may find to be reasonable.

16. This Termination Agreement shall be interpreted, construed, and governed according to the laws of the State of Arizona.

IN WITNESS THEREOF, the parties hereto have affixed their signatures to this “**Termination Agreement**”, and intend for such to be effective as of this 5th, day of November, 2013.

LESSOR:
CITY OF WILLCOX:

LESSEE:
JNC VENTURES, L.L.C.:

ROBERT A. IRVIN, Mayor

JASON M. JONES, Member
Dated: _____

CARRIE A. JONES, Member
Dated: _____

SECURED PARTY:
ENCORE CATERING UNLIMITED, L.L.C.

JOHN S. PETERSON, Member
Dated: _____

BETTY L. PETERSON, Member
Dated: _____

ATTEST:

VIRGINIA MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

Exhibit A Pro Shop Inventory

Items	Quantity
Banquet tables	9
Wire shelves	-
Clubhouse tables	6
Cushion chairs	8
Storage cabinet	1
File cabinet	1
Office desk (City)	1
Office chairs	1
Beer/soda	~950
Beer coolers	1
Display board	1
Score board (City)	1
Gulf club display rack	2
Clothing display rack	1
Clothing	~200
Grips	~200
Balls	~200
Gloves	~25
Club repair equipment	1
Score cards	20,000
Snacks	~100
Folding chairs	~50
Tees	~1000
Spikes	~10
TV	1
Work benches	2
BBQ grills	2
Garbage cans	12
Cleaning supplies	-
Portable air dispensers	2
Spare rakes	~20
Spare rims and tires	~20
Golf clubs	~1000
Counter	1
Microwave	1
Coffee Pot	1
Office supplies	-
Shag bags	5
Pull carts	5

Exhibit B Inventory

Items	Make	Serial Number	Quantity
Triplexes	Toro Greens Master 3000	04350-82321	1
Triplexes	Toro Greens Master 300	04345-61814	1
Triplexes (Parts)	Toro Greens Master		3
Triplex Spare Reels	Toro		8
Tractor	New Holland	G523600	1
Front End Loader	New Holland	YL366098	1
Fairway Units	Real Master 4000-D	03706-90101	1
Fairway Units	Real Master 4000-D	13707-210000103	1
Fairway Units	Real Master 450-D	03700-70633	1
Fairway Spare Reels	Real Master		6
Mower	Craftsman DGT 6000		1
Mower	Craftsman 44"		1
Rough Mower	Land Pride AFM 4014		1
Boom Sprayer	Unknown (1998)		1
Driving Range Picker	Unknown		1
Ball Washer	Western Gulf Inc.		1
Weed Eaters	Pouland Pro Feather Lite		2
Aerator	Toro (1994)		1
Carts (1)			40
Tools	Misc.		-
Sand Spreader	Ryan (City)		1
Verticutting Reels			6
Reel Grinder	Express Dual 6349		1
Bedknife Grinder	Express Dual 7380		1
Chargers	Ezgo		-
Air Compressor	Husky 136424	F02310037	1
Lubricants			-
Parts			1
Balls			2000
Phone	Uniden		1
Computer	Dell		1
Printer	HP		1
Fridge - Sliding glass	Whirlpool (1983)		1
Ice Maker	Hoshizaki KM-500MAE		1
Supplies	Misc.		-

(1) Forty (40) carts, eleven (11) in need of repair; includes chargers.

**CITY OF WILLCOX
Request for Council Action**

Agenda Item: 11
Tab Number: 5
Date: 11-04-2013

Date Submitted: November 24, 2013	Action: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal <input type="checkbox"/> Other	Subject: Twin Lakes Golf Course
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To: Honorable Mayor and City Council

From: Ted Soltis, City Manager

Discussion: Valley Telecom Group, Inc. provides the City with Information Technology Systems Management per contract: \$855.00 per month with additional labor charged at \$100.00 per hour with a 50% premium for overtime. Additionally, a 10% markup is charged for equipment purchases. They recently proposed a change in contract terms. The monthly fee would stay the same, however hours would be limited to 20 hours per month. After discussion with staff, it was determined that the reduction in service would not be acceptable.

In the meantime, the School District had offered tech support. They offered a reduced rate of \$800.00 per month with no limit on service calls.

Recommendation: Approve the IGA with the School District.

Fiscal Impact: A minimum savings of \$660 per year. Additionally, the School District will not charge a 10% equipment purchase surcharge or the potential additional labor charge.

Prepared By: _____

Approved By: _____

Approved By: _____


Ted Soltis, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2013-71

A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING AND ADOPTING THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF WILLCOX, "CITY" AND THE WILLCOX UNIFIED SCHOOL DISTRICT #13, "SCHOOL", FOR THE PURPOSE OF SCHOOL PROVIDING INFORMATION TECHNOLOGY SYSTEMS MANAGEMENT SERVICES TO CITY.

WHEREAS, the CITY and the SCHOOL are vested with the authority to enter into Intergovernmental Agreements pursuant to A.R.S. §§ 11-952 and 15-342(13); and,

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

WHEREAS, the CITY and SCHOOL wish to enter into an agreement whereby SCHOOL shall provide Information Technology Systems Management Services to CITY, the terms and conditions of said proposed Agreement are set forth in Exhibit "A" attached hereto and by reference incorporated herein; and,

WHEREAS, the CITY desires to have this Resolution presented at Regular City Council Meeting on November 4, 2013, and has determined that approval of the Information Technology Systems Management Intergovernmental Agreement is in the best interest of the CITY and its residents.

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

SECTION 1: The Mayor and City Council hereby approve the **Information Technology Systems Management Intergovernmental Agreement** to CITY, the terms and conditions of said proposed Agreement are set forth in Exhibit "A" attached hereto and by reference incorporated herein, as such is in the best interests of the CITY, the SCHOOL and the residents of the City of Willcox; and,

SECTION 2: CITY personnel and administrators are authorized and empowered to take the necessary actions to fulfill the terms and conditions of the Agreement; and,

SECTION 3: 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 4th day of November, 2013.**

APPROVED/EXECUTED:

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2013-71

Information Technology Systems Management Intergovernmental Agreement

THIS INTERGOVERNMENTAL AGREEMENT, hereinafter "IGA", is effective as of the 1st day of December, 2013, by and between the **WILLCOX UNIFIED SCHOOL DISTRICT**, a political subdivision of the State of Arizona, whose address is 480 N. Bisbee Avenue, Willcox, Arizona 85643, hereinafter, "**Consultant**", and the **CITY OF WILLCOX**, a political subdivision of the State of Arizona, whose address is 101 S. Railroad Avenue, Willcox, Arizona 85643, hereinafter "**City**". (Collectively referred to herein as the "Parties.")

RECITALS

- A. Consultant has the authority to enter into this IGA pursuant to Arizona Revised Statutes, hereinafter "A.R.S." §§ 15-342(13) and 11-952; and,
- B. City has the authority to enter into this IGA pursuant to A.R.S. § 11-952; and,
- C. The City has agreed to retain Consultant, and Consultant has agreed to perform certain services, as set forth, for the City; and,
- D. The Parties agree to and acknowledge that the parties shall perform their responsibilities consistent with this Agreement, and any change or modification to the terms and conditions of said Agreement may only occur with the mutual written consent of both Parties.

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

I. TERM.

- A. Term. The **City** hereby retains the services of **Consultant** for a term of twelve (12) months, which term may be renewed for an additional twelve (12) month period, upon execution of a new Agreement between the Parties.
- B. Extension of Term. If this Agreement is extended beyond its initial twelve (12) month term, the agreed monthly fee for the term of the extension shall be negotiated by the parties and agreed upon no less than sixty (60) days before the end of the initial term or any extension thereafter.
- C. Funding Appropriation by Governing Bodies. Both parties agree and understand that both parties are subject to the laws governing the State of Arizona and in the event that future governing bodies do appropriate funds to provide for the provision of services under the terms of this Agreement, both parties understand that said contract shall be null and void and automatically terminate.

II. RELATIONSHIP OF PARTIES.

The **Consultant's** relationship with the **City** in performing this Agreement shall be that of an independent contractor. The personnel performing services under this Agreement shall at all times be under the exclusive control and supervision of the **Consultant** and shall be employees of the **Consultant** and not of the **City**. **Consultant's** employees shall not be considered employees of the **City** for any reason and shall not be entitled to any of the **City's** fringe or employee benefits, and **Consultant** shall be responsible for all federal and state payroll taxes for the services rendered pursuant to this Agreement. Each party agrees to assume full responsibility for the acts and omissions of such party's officers, agents and employees.

III. PAYMENT OF CONSULTANT.

- A. Fee for Labor Services. The **City** shall pay **Consultant** the sum of eight hundred dollars (\$800.00) per month for the services described in the Scope of Work. Said payment shall only cover services provided for **Consultant's** labor.
- B. Reimbursement for Materials Expenses. Any monies **Consultant** is required to expend for materials during the performance of the **Consultant's** activities hereunder shall be reimbursed at actual material costs and **Consultant** shall advise **City**, in advance of purchase, of the nature and approximate cost of any materials required hereunder which must be approved by the City Manager.
- C. Invoices. **Consultant** shall invoice the **City** once per month for services performed and materials provided hereunder, and shall present receipts for all reimbursable costs. Payment shall be due to **Consultant** within thirty (30) days of the presentment of each invoice.

IV. CONSULTANT SCOPE OF WORK AND TERMS.

- A. Representations. **Consultant** represents and warrants that **Consultant** is familiar with (1) the Scope of Work and Services required by the terms of this Agreement and (2) the provision of information technology (IT) management services.
- B. Scope of Project. The Services provided for the fee set for in Section (III) of this Agreement shall include only the technician's time and labor in providing technical support as set forth in this section. The Services specifically exclude the cost of any materials or equipment necessary for repairs to the **City's** computer network or telephone systems.
- C. Computer Network. **Consultant** will provide technical support for **City's** computer network including all work stations, printers, switches and routers, as well as all

network servers and backup systems. (Only the Police Department 911 system is excluded.)

- D. **Telephone Key System.** Consultant will support the City's telephone key system, including administrative duties such as add-ons, moves and changes of extension(s).
- E. **Support Procedures.** All calls made by City to Consultant for technical support will be answered by the Support Desk. Consultant will respond to any calls for a network outage within one (1) hour of the time the call was received if during normal business hours. All other calls will be dealt with in the order received.
- F. **Notice.** Any notice required or permitted by this Agreement shall be given in writing and sent by mail, facsimile or e-mail transmission to the address, telephone facsimile number, or e-mail address for the parties specified below. Delivery by U. S. mail shall be presumed within five (5) days after mailing as evidenced by the postmark if sent by certified mail. Receipt of any notice sent by facsimile or e-mail shall effect upon receipt as acknowledged by the recipient or otherwise verified by the sender. Each of the parties may change its mailing or e-mail addresses by notice given as set forth above.

Consultant:
480 N. Bisbee Ave. Willcox, AZ 85643
Telephone: (520) 384-8607
Facsimile: (520) 384-4401
E-mail: richard.rundhaug@wusd13.org
patti.gallagher@wusd13.org

City:
101 S Railroad Av, Ste B, Willcox, AZ
(520) 384-4271
(520) 384-2590
tsolits@willcoxcity.org
rgraham@willcoxcity.org

V. TERMINATION AND EXPIRATION.

- A. This Agreement may be terminated by either party. Any termination must be in writing, sent by certified mail, and is effective upon thirty (30) days' notice to the other party. In such event, the City shall have no further obligation to Consultant except to make any payments which have theretofore become due under Section (III) hereof, and Consultant shall have no further obligation to furnish Services to the City.
- B. If this Agreement expires or is terminated, Consultant shall return to City all originals and any copies of records, notes, data, memoranda, models, software, and equipment of any nature that are in Consultant's possession or control that are the property of the City or relate to the City's business. In like manner, the City will return all originals and any copies of records, notes, data, memoranda, models,

software, and equipment of any nature that are in the **City's** possession or control and that are the property of the **Consultant** or relate to the **Consultant's** business.

- C. **Consultant** shall not assign or subcontract, in whole or in part, any of the services to be furnished under this Agreement without the prior written consent of the **City**.

VI. CONSTRUCTION OF THE AGREEMENT.

- A. Governing law. The parties understand and agree that this Agreement shall be governed, interpreted, and enforced solely in accordance with the laws of the State of Arizona without reference to the principles of conflicts of laws. Jurisdiction shall be proper in Cochise County.
- B. Entire Agreement. This instrument constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements or understandings, oral or written, are hereby superseded and merged herein.
- C. Modification. This Agreement may be modified, amended, altered or changed only through a written instrument signed by both **Consultant** and the **City**.
- D. Captions and headings. The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the terms and conditions hereof.
- E. Severability. In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application, which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable.
- F. Cancellation. This Agreement is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
- G. Audit Provisions. To the extent applicable by law, the provisions of A.R.S. §§35-214 and 35-215 shall apply to this Agreement.
- H. Public Finances. The parties shall comply with the applicable requirements of Title 35 of the Arizona Revised Statutes.
- I. Indemnification. To the extent permitted by Arizona law, each party to this Agreement agrees to indemnify, defend and hold harmless the other party from any and all claims, losses, liability, costs or expenses, including reasonable

attorney's fees, arising from any damage to any person or property, but only to the extent that such claims result in vicarious or derivative liability to the indemnitee, and were caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, agents, employees or volunteers.

- J. Compliance with Non-Discrimination Laws. All parties shall comply with applicable provisions of Title VII of the Civil Rights Act of 1964, as amended, by the Age Discrimination in Employment Act, and State Executive Order No. 99-4 and 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, genetic information or political affiliation, shall have equal access to employment opportunities. The parties shall also comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental disability and the Americans with Disabilities Act.
- K. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original and all of which taken together shall be considered one and the same instrument.

VII. REMEDIES.

- A. Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of the Agreement.
- B. If either party hereto shall employ legal counsel or bring an action at law or other proceeding against the other party to enforce any of the terms, covenants, or conditions hereof, the prevailing party in any such action or other proceeding shall be entitled to all reasonable attorney's fees and the cost of expert testimony, reports or exhibits by the other party, and if any judgment is secured by such prevailing party, all such attorney's fees shall be included in such judgment.

The parties hereto signed this Agreement the _____ day of November, 2013, effective on the date set forth above.

CONSULTANT:
Willcox Unified School District

CITY:
City of Willcox

By _____
Richard Rundhaug, Superintendent

By _____
Robert A. Irvin, Mayor

Attest:

By _____
Virginia A. Mefford, City Clerk

In accordance with A.R.S. § 11-952, this IGA has been reviewed by the undersigned who have determined that this IGA is in appropriate form and within the powers and authority granted to each respective public body.

Approved as to Form:

Approved as to Form:

By _____
Jill Osborne, School District Attorney

By _____
Ann P. Roberts, City Attorney

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