

THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ HELD ON THIS 5th DAY OF JUNE, 2014

CALL TO ORDER - Mayor Bob Irvin called the meeting to order at 6:30 p.m.

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 Menika 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
Police Chief Glenn Childers
Library Director Tom Miner
Public Works Director Kevin Hagerich

PLEDGE OF ALLEGIANCE TO THE FLAG - Led by Mayor Irvin

CALL TO THE PUBLIC

Barbara Chavez expressed her concern about cleaning up the City and enforcing the laws pertaining to cleaning up the City.

Rob Jones supports the City of Willcox and announced the Willcox Cares meeting. He is excited about the streets being paved. He updated Council on the Willcox Cares meeting and discussed the importance of improving Willcox. He gave kudos to City workers.

Alan Baker announced the State Transportation Board meeting and invited all the Council to attend; it will be held at Aridus Wine Company.

DECLARATION ON CONFLICT OF INTEREST - None

ADOPTION OF THE AGENDA

MOTION: Councilmember Johnson made a motion to adopt the agenda as presented.

SECONDED: Councilmember Lindsey and Councilmember Goolsby

MOTION CARRIED

APPROVAL OF MINUTES OF THE REGULAR MEETING OF MAY 15, 2014.

MOTION: Councilmember Johnson made a motion to approve the minutes.

SECONDED: Councilmember Goolsby

MOTION CARRIED

PUBLIC HEARING - STUMBLEWEEDS, LLC APPLICATION FOR LIQUOR LICENSE LOCATED AT 115 S. HASKELL AVENUE

Open: 6:35 pm

Closed: 6:36 pm

APPROVE STUMBLEWEEDS, LLC APPLICATION FOR LIQUOR LICENSE

MOTION: Councilmember Johnson made a motion to approve Stumbleweeds, LLC application for Liquor License

SECONDED: Councilmember Goolsby

MOTION CARRIED

FEE WAIVER REQUEST FROM REX ALLEN DAYS, INC. FOR USE OF QUAIL PARK RODEO GROUNDS FOR THE "SOUTHERN ARIZONA FREE RIDE" TO BE HELD JUNE 14, 2014

MOTION: Vice Mayor Holloway made a motion not to approve fee waiver request from Rex Allen Days, Inc. for use of Quail Park Rodeo Grounds for the "Southern Arizona Free Ride" to be held June 14, 2014.

MOTION FAILED for lack of second.

DISCUSSION: City Attorney Roberts advised Council to make a motion for discussion or table it and move to next item.

THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ HELD ON THIS 5th DAY OF JUNE, 2014

MOTION: Councilmember Goolsby made a motion to approve the fee waiver request from Rex Allen Days, Inc. for use of Quail Park Rodeo Grounds for the "Southern Arizona Free Ride" to be held June 14, 2014.

SECONDED: Vice Mayor Holloway

DISCUSSION: Councilmember Nigh asked why fees have been waived as the City incurs fees and should collect some sort of fee. Councilmember Lindsey stated this issue was discussed a few years ago and he had asked the City Manager to look into it. The City Manager stated the City Clerk went through the minutes and there was no decision found. Councilmember Lindsey indicated there were fees approved. The City Clerk stated she researched the minutes and the only fees that were approved were for the Community Center fees. Councilmember Johnson indicated it was discussed back in 2008 and 2009. Vice Mayor Holloway stated the need to reevaluate the fees and establish a new fee schedule. Mr. Hagerich stated staff is in the process of evaluating draft forms and operating procedures for each area, and once the forms and fee schedule are established, he will give them to the City Manager for review who will then discuss them with Council.

MOTION FAILED: AYES -2 Councilmembers Goolsby and Nigh **NAYS 4-** Mayor Irvin, Vice Mayor Holloway, Councilmembers Lindsey and Johnson.

MOTION: Councilmember Johnson made a motion to approve a flat fee of the following: \$50 application/arena fee and \$150 cleanup fee to be refunded upon duties performed.

SECONDED: Councilmember Lindsey

MOTION CARRIED- AYES- 4-Mayor Irvin, Councilmembers Lindsey, Johnson and Nigh **NAYS- 2**-Vice Mayor Holloway and Councilmember Goolsby.

FEE WAIVER REQUEST FROM CHIRICAHUA TRAILS FIRE DEPARTMENT FOR USE OF THE COMMUNITY CENTER FOR A FUNDRAISER ON JULY 18TH AND 19TH.

MOTION: Councilmember Johnson made a motion to approve the fee waiver request from Chiricahua Trails Fire Department for use of the Community Center for a fundraiser on July 18th And 19th.

SECONDED: Councilmember Goolsby

DISCUSSION: Councilmember Johnson noted it's a similar situation with a \$50 registration fee, \$150 ballroom fee and \$150 cleaning/damage fee.

AMEND MOTION: Councilmember Johnson made a motion to approve a flat charge of the following: \$50 registration fee, waive the \$150 ballroom fee, \$150 cleanup fee to be refunded upon duties performed.

SECONDED: Councilmember Nigh

DISCUSSION: Councilmember Lindsey clarified the \$50 registration fee is not refundable as the previous motion. Councilmember Johnson noted that was correct. Ms. Shultz, a member of the audience, asked about liability insurance. Mr. Hagerich stated as part of the application package, they did provide proof of coverage. Mr. Broeder, a member of the audience, asked about the fee schedule and definition of the 501c3 status. Mr. Levine, with the Fire Department, stated that the 501c3 has been pending since August of 2013. Councilmember Goolsby agreed with Councilmember Johnson that the fee waiver fee issue needs to be addressed as it is conflicting.

MOTION CARRIED- AYES- 4-Mayor Irvin, Councilmembers Lindsey, Johnson, and Nigh **NAYS- 2**-Vice Mayor Holloway and Councilmember Goolsby.

EMPLOYEE BENEFIT AND INSURANCE PRESENTATION - AL THUNBERG

Mr. Thunberg gave a presentation on the employee benefit insurance. This charge is exactly the same as last year. Ms. Van Allen stated the percentage of changes of employee/spouse and employee/children was done by a percentage rate. The MetLife premium will remain the same. Mr. Thunberg announced enrollment and employee education is on June 19, 2014 at the Council Chamber.

EMPLOYEE HEALTH INSURANCE - BLUE CROSS BLUESHIELD OF ARIZONA - RENEWAL

MOTION: Vice Mayor Holloway made a motion to approve the employee health insurance - Blue Cross BlueShield of Arizona - renewal

SECONDED: Councilmember Goolsby

MOTION CARRIED

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 5th DAY OF JUNE, 2014**

EMPLOYEE LIFE INSURANCE - METLIFE - RENEWAL

MOTION: Councilmember Lindsey made a motion to approve the employee life insurance - MetLife - renewal

SECONDED: Councilmember Goolsby

MOTION CARRIED

ESG EMPLOYEE BENEFIT ADVOCATE SERVICE APPLICATION APPROVAL

MOTION: Councilmember Johnson made a motion to approve the ESG Employee Benefit Advocate Service Application

SECONDED: Vice Mayor Holloway

MOTION CARRIED

ESG ADMINISTRATIVE SERVICES RENEWAL AGREEMENT APPROVAL

MOTION: Councilmember Johnson made a motion to approve the ESG Administrative Services Renewal

SECONDED: Vice Mayor Holloway

MOTION CARRIED

GILA RIVER INDIAN COMMUNITY CLASS A PUMPER GRANT APPLICATION APPROVAL

MOTION: Councilmember Johnson made a motion to approve the Gila River Indian Community Class A Pumper Grant Application

SECONDED: Councilmember Lindsey

DISCUSSION: Chief Childers explained the grant application process. He stated if the City receives this grant he will begin looking to purchase this pumper. Councilmember Nigh asked if they had a maintenance program. Mr. Childers explained they fix the equipment as needed, and they do preventive maintenance with City mechanics.

MOTION CARRIED

CITY MANAGER REPORT

He attended the Wine Festival, and he said it was very successful. He thanked everyone who assisted, and Mr. Keeling and Jan Schaefer in particular.

He heard the car show was a great success. He thanked those who helped make it a success.

He announced an opening on the Planning and Zoning Commission as Doyle Miller had resigned. He thanked Mr. Doyle for his service on the Commission.

He announced Donnie Blacks retirement party and wished him well.

He announced Amber Naverrette's departure from the Police Department to the Department of Public Safety.

Mr. Hagerich gave an update regarding electric work at Railroad Park and the recent auction and ongoing clean-up of City-owned property. He discussed the importance of the City setting an example.

The City Manager proposed a budget work session for June 12 at 6:30 p.m. Since there was a time conflict with the Arizona Transportation Department get-together, the meeting time was changed to 7:00 p.m.

COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS

Mayor Irvin thanked the City Manager for all the work he did getting the motel cleaned up. He said, "He deserves a round of applause."

Vice Mayor Holloway stated the City finally had a Code Book after 15 years. He said he personally expects to see movement on clean-up.

Goolsby echoed Vice Mayor Holloway sentiments that there should be improvement on City clean-up.

EXECUTIVE SESSION PER ARS 38-431.03(A)(1)- CITY ATTORNEY PERFORMANCE EVALUATION AND EMPLOYMENT AGREEMENT.

MOTION: Vice Mayor Holloway made a motion to move into Executive Session per ARS 38-431.03(A) (1) - City Attorney Performance evaluation and Employment Agreement.

SECONDED: Councilmember Goolsby

MOTION CARRIED

RECONVENE FROM EXECUTIVE SESSION at 8:24 p.m.

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 5th DAY OF JUNE, 2014**

ATTORNEY EMPLOYMENT AGREEMENT APPROVAL

MOTION: Vice Mayor Holloway made a motion to approve the City Attorney Employment Agreement for two more years.

SECONDED: Councilmember Goolsby

MOTION CARRIED

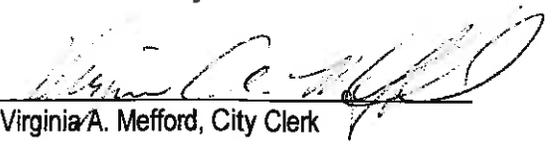
ADJOURN

Being no further business before the Mayor and Council, the meeting was adjourned at 8:26 p.m. 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 5TH day of June 2014. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 5TH day of June 2014



Virginia A. Mefford, City Clerk

PASSED, APPROVED AND ADOPTED this 19th day of June 2014.

MAYOR ROBERT A IRVIN

ATTEST:

Date signed: _____

City Clerk Virginia A. Mefford

**THE MINUTES OF THE BUDGET WORK SESSION OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 12th DAY OF JUNE, 2014**

CALL TO ORDER - Mayor Bob Irvin called the meeting to order at 7:00 p.m.

ROLL CALL - City Manager Ted Soltis 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~~
Police Chief Glenn Childers
Library Director Tom Miner
Public Works Director Kevin Hagerich

FY 2014-2015 BUDGET

The City Manager presented the draft budget to Council and answered questions. This was followed by a detailed review with Department Directors presenting and answering questions. Several changes were made to the proposed budget. Parks capital expenditures were increased by \$7,000 for a new irrigation pump for Keiller Park; \$40,000 was added for a new golf course fairway mower; and a recommendation was made to consider increasing the General Fund contingency.

In Public Safety Administration, upon retirements, the Information Technician position will be eliminated and the Dispatch Supervisor position will be reassigned to the Administrative Assistant position. The City Manager noted that negotiations are taking place with the County for additional funds for the Animal Shelter, as the majority of animals are from the County. The K-9 patrol dog will retire as the dog is past his prime and other options are now available. In Finance, the present Accounts Clerk II hours will be reduced to 32 hrs. /week, the Front Desk hours will be increased from 20 to 24 hours, and the Administrative Assistant will be reclassified to Accounts Clerk II. Attorney benefits were added to the budget.

The proposed budget submission was set for the next Council meeting on June 19, 2014.

ADJOURN

Mayor Irvin adjourned the meeting at 9:40 p.m.

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the budget work session of the City Council of the City of Willcox held on the 12th day of June 2014. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 12th day of June 2014



Tedmond J. Soltis, City Manager

PASSED, APPROVED AND ADOPTED this 19th day of June 2014.

Robert A. Irvin, Mayor

ATTEST:

Date signed: _____

Virginia A. Mefford, City Clerk

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 10
Tab Number: 3

Date Submitted:
06/10/2014

Date Requested:
06/19/2014

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject: Reappointment to the Planning and Zoning Commission for additional four year term, expiring 6/30/2018

TO: Mayor and City Council

FROM: Sherry Lynn Van Allen, Human Resources

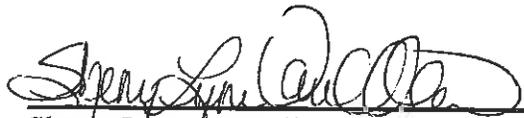
DISCUSSION: In accordance with the Willcox Municipal Code 2.01.020, vacancies shall be filled by appointment by the Mayor and City Council.

Mrs. Nigh is a currently an active member of the Planning and Zoning Commission; her appointed term is expiring on June 30, 2014. She would like to be reappointed to fill another four year term beginning July 01, 2014 through June 30, 2018. She has submitted a letter of intent to Human Resources and a copy is attached.

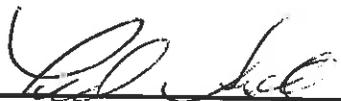
RECOMMENDATION: Mayor and Council to reappoint Sharon Rae Nigh to the Planning and Zoning Commission.

FISCAL IMPACT: -0-

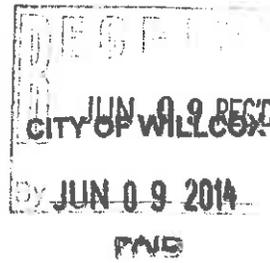
Submitted by:


Sherry Lynn Van Allen, Human Resources

Approved by:


Ted Soltis, City Manager

June 9, 2014



Mayor Robert Irvin and the
Willcox City Council
Willcox, Arizona. 85643

Re: Planning and Zoning Commission

Dear Sirs:

I wish to be considered for reappointment to the Willcox, Planning and Zoning Commission. Thank you for your consideration.

Very truly yours,

Sharon Rae Nigh

A handwritten signature in cursive script that reads "Sharon Rae Nigh".

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 11
Tab Number: 4

Date Submitted:
06/09/2014

Date Requested:
06/19/2014

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject: Reappointment
to the Library Advisory
Committee for additional
four year term, expiring
6/30/2018

TO: Mayor and City Council

FROM: Sherry Lynn Van Allen, Human Resources

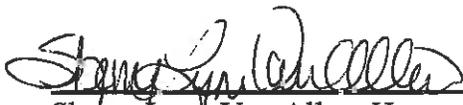
DISCUSSION: In accordance with the Willcox Municipal Code 2.04.020, vacancies shall be filled by appointment by the Mayor and City Council.

Mr. Honickman is a currently an active member of the Library Advisory Board; his appointed term is expiring on June 30, 2014. He would like to be reappointed to fill another four year term beginning July 01, 2014 through June 30, 2018. He has submitted a letter of intent to Human Resources and a copy is attached.

RECOMMENDATION: Mayor and Council to reappoint Michael J. Honickman to the Library Advisory Committee.

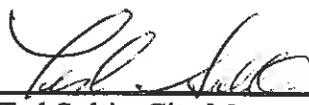
FISCAL IMPACT: -0-

Submitted by:



Sherry Lynn Van Allen, Human Resources

Approved by:



Ted Soltis, City Manager

Received
MAY 30 REC'D
AD

May 13th, 2014

City of Willcox
Willcox, AZ., 85643

Attention: Human Resources
City of Willcox

Re; Public Library Advisory Committee

Sirs;

My name is Michael J. Honickman, I am currently a member of the Public Library Advisory Committee. My term expires in June of 2014.

I am looking forward to staying on this committee, and I would like to reapply for this position.

Looking to hear from you favorably in the future.

I remain;
Respectfully



Michael J. Honickman
1250 Packing Plant Rd.
Willcox AZ., 85643

Tel; 520-384-3084

Email; honickman@valleywb.net

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2014-07

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF WILLCOX, ARIZONA ADOPTING A FAIR HOUSING POLICY, MAKING KNOWN ITS COMMITMENT TO THE PRINCIPLE OF FAIR HOUSING, AND DESCRIBING ACTIONS IT SHALL UNDERTAKE TO AFFIRMATIVELY FURTHER FAIR HOUSING.

WHEREAS, the Housing and Community Development Act of 1974 as amended requires that all applicants for Community Development Block Grant funds certify that they shall affirmatively further fair housing; and

WHEREAS, fairness is the foundation of the American system and reflects traditional American values; and

WHEREAS, Title VII of the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 declare a national policy to prohibit discrimination in the sale, rental, leasing, and financing of housing or land to be used for the construction of housing, or in the provision of brokerage services, on the basis of race, color, religion, sex, disability, familial status, or national origin; and

WHEREAS, discriminatory housing practices undermine the strength and vitality of America and its people;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA hereby wish all persons living, working, doing business in or traveling through this City to know that discrimination on the basis of race, color, religion, sex, handicap, familial status or, national origin in the sale, rental, leasing and financing of housing or land to be used for construction of housing, or in the provision of brokerage services is prohibited by the Federal Fair Housing Act and the Fair Housing Amendments of 1988.

It is the policy of the City of Willcox to implement programs, within the constraints of its resources, to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or national origin.

Within available resources, the City of Willcox will assist all persons who feel they have been discriminated against in housing issues on the basis of race, color, religion, sex, handicap, familial status, or national origin to seek equity under existing federal and state laws to file a complaint with the Arizona Attorney General's Office or the U.S. Department of Housing and Urban Development.

The City of Willcox shall publicize this Resolution by publishing on its website, posting in City Hall, Library and Public Works Department and thereby encourage owners of rental properties, developers, builders, and others involved with housing to become aware of their

respective responsibilities and rights under these laws and any applicable state or local laws or ordinances.

The City of Willcox shall undertake these actions to additionally and affirmatively further fair housing.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, this 19th day of June, 2014.

APPROVED/EXECUTED

ROBERT A. IRVIN, Mayor

Dated: _____

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2014-07

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA**RESOLUTION 2014-08**

WHEREAS, the Mayor and City Council have conducted a public budget work session to make an estimate of the amounts required to meet public expenditures for the ensuing year and an estimate of revenues from sources other than direct taxation and the amount to be raised by taxation upon real and personal property of the City of Willcox; and,

WHEREAS, the estimated public expenses and estimated revenues shown on the accompanying schedules in the amount of **\$15,165,194** as presented herewith, accurately reflect the proposed Tentative Budget of the City of Willcox, Cochise County, Arizona for the Fiscal Year 2014-2015; and,

WHEREAS, the City Clerk is required to publish, the attached statements and schedules of said Tentative Budget, together with a copy of this Resolution and give Notice of Public Hearings of the City Council, for the purposes of conducting public hearings when and where any citizen may appear and be heard or submit written comments in favor of or against any proposed use within the budget or the tax levy. The proposed Budget may be examined on weekdays at the Willcox City Hall located at 101 S. Railroad Avenue, Willcox, Arizona between the hours of 8:00 a.m. and 4:00 p.m., and at the Elsie S. Hogan Community Library. It may also be viewed online at cityofwillcox.org; 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 June 19, 2014.

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

SECTION 1: That the estimates of public expenses and estimates of revenues shown on the accompanying schedules in the amount of **\$15,165,194** are hereby adopted as the Tentative Budget of the City of Willcox, Cochise County, Arizona for the Fiscal Year 2014-2015; and,

SECTION 2: The Clerk is hereby authorized and directed to publish, in the manner prescribed by law, the attached statements and schedules of said Tentative Budget, together with a copy of this Resolution and the Notice of Public Hearings on said Budget and Property Tax Levy to be held on July 17, 2014, as required by law; and,

SECTION 3: 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 19th day of June, 2014.

APPROVED/EXECUTED:

ROBERT A. IRVIN, Mayor

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2014-08

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 14
Tab Number: 7

Date Submitted:
6-18-14

Date Requested:
6-19-14

Action:
 Resolution
 Ordinance
 Formal
 Other

**Subject: Renewal of
WASA Contract for FY
15**

TO: MAYOR AND COUNCIL

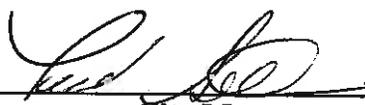
FROM: City Manager

DISCUSSION: Willcox Against Substance Abuse (WASA) is a nonprofit agency operating in the City of Willcox that sponsors and works with youth to help them fight substance abuse and other youth problems. The City has contracted with WASA to provide a number of youth recreational programs. The contract is up for renewal, it runs on an annual basis from July 1 through June 30.

RECOMMENDATION: Approve renewal of contract.

FISCAL IMPACT: \$12,000.00/year General Fund

Prepared by: Ted Soltis

Approved by: 
City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2014-09

A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, 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"; AUTHORIZING THE MAYOR TO EXECUTE THE THIS RESOLUTION AND THE SERVICE CONTRACT.

WHEREAS, the CITY and WASA have a long standing relationship working with youth in the Willcox Community; and,

WHEREAS, the CITY and WASA have entered into Memorandums of Understanding for several years that include providing services to the youth of our community; and,

WHEREAS, the CITY and WASA have entered into contracts for purchase of recreational and educational services, hereinafter "Service Contract", for several years that include services to the youth of our community; and,

WHEREAS, the CITY and WASA desire to extend and renew the Service Contract for the period of July 1, 2014 through June 30, 2015, as proposed in the Contract for Purchase of Recreational and Educational Services, presented herewith as Exhibit "A".

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 Contract for Purchase of Recreational and Educational Services, presented herewith as Exhibit "A"; and,

SECTION 2: The Mayor is hereby authorized to execute the Contract for Purchase of Recreational and Educational Services, presented herewith as Exhibit "A"; and,

SECTION 3: The Mayor is hereby authorized to execution this Resolution as presented.

SECTION 4: Further, the Mayor and City Council hereby direct that the City shall make available to WASA, at no charge, the City facilities as listed in the approved contract as presented.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 19th day of June, 2014.

APPROVED/EXECUTED:

ROBERT A. IRVIN, Mayor

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2014-09

Exhibit "A"



CONTRACT FOR PURCHASE OF RECREATIONAL AND EDUCATIONAL SERVICES

This Service Contract is made and entered into at Willcox, Arizona this 19th day of June, 2014 by and between the **CITY OF WILLCOX**, a municipal corporation of the State of Arizona, hereinafter referred to as "**CITY**" and **WILLCOX AGAINST SUBSTANCE ABUSE**, a non-profit alliance, hereinafter referred to as "**WASA**".

WITNESSETH:

WHEREAS, the City owns and operates several recreational facilities and services for the citizens of Willcox; and

WHEREAS, the City also provides and coordinates recreational activities for the citizens through the City Department of Parks and Recreation; and

WHEREAS, the City is willing to contract with WASA, and WASA is willing to accept a contract with the City, as an independent contractor, to coordinate, sponsor, schedule, register and provide oversight of specifically agreed upon recreational programs heretofore conducted by the City Parks and Recreation Department as consideration for mutual covenants, promises and agreement as set forth herein;

THEREFORE, IT IS AGREED by the parties as follows:

Section 1. TERM

The term of this contract shall extend to June 30, 2015 from the effective date of the contract unless sooner terminated pursuant to Section 13 below.

Section 2. PAYMENT:

The City shall pay WASA for services rendered pursuant an Activity Plan, as set forth in Section 6, the annual sum of \$12,000.00 payable in equal monthly installments. Payment shall be made by the City to WASA within thirty (30) days after the beginning date of the contract.

Section 3. SUMMARY OF SERVICES

WASA shall perform and provide the organizing, scheduling, registration and oversight of the following programs: See Attachment 1

The above activities are not all inclusive of the activities which the City may offer through WASA. By mutual consent of the City and WASA the number of the above named activities and programs may be expanded by number and level. The number and level of activities may fluctuate in accordance with community interest and demand, as measured by the number of actual participants in each, individual activity and funding available from the City, participant fees and other sources.

Section 4. LOCATION OF ACTIVITIES

The City shall make available to WASA, at a reduced charge, or at no charge, depending upon City Council approval, the following City facilities;

- Community Center
- Swimming Pool
- All City Parks
- Baseball/Softball Diamonds
- Tennis Courts
- Soccer Fields

Use of facilities shall be subject to commitments made to other parties by the City. Flexibility among the parties is encouraged.

Section 5. INSURANCE MAINTAINED BY WASA

WASA shall obtain and maintain sufficient Worker's Compensation Insurance, Public Liability Insurance, in an amount of not less than \$1,000,000.00, and other Insurance coverage's as is necessary to protect the City. The City shall be named as additional insured on WASA's insurance policies. WASA will supply the City with copies of the pertinent certificates of insurance.

Section 6. ACTIVITY PLAN

WASA shall prepare and submit a written quarterly activity plan of scheduled activities and events for the upcoming quarter. Said plan shall give a detailed description of each event, location and fees charged and received. Quarterly activity plans shall be submitted no less than thirty (30) days before the beginning of each quarter to the City Manager, hereinafter referred to as "ADMINISTRATOR" for review and approval. WASA shall not conduct any activity under this contract unless and until it has been approved by the Administrator. The approval of the activity by the Administrator is not intended to, nor construed to be as constituting unqualified approval of all actions of WASA in the conduct of activity.

Section 7. REPORTS

WASA shall submit to the Administrator, monthly, a written report of activities, fees collected, and number of individuals participating in each activity. WASA shall also attend the monthly meeting of the City of Willcox Parks and Recreation Commission to report and discuss the quarterly activity plan. On or before

September 30 of each year, WASA shall submit an annual report of the activities to Parks and Recreation Commission and events which it coordinated during the previous year, July 1 through June 30.

Section 8. FACILITIES AND EQUIPMENT

WASA shall perform all services to be rendered pursuant to this Contract at the locations specified in Section 4 unless otherwise agreed upon in advance, in writing. In connection with services performed on properties other than the City's, WASA agrees to maintain all facilities and equipment used by the participants in the programs in a clean, sanitary and safe condition and free from defects of every kind, whatsoever. WASA agrees that it shall not, during the term of the Contract, be in violation of any health, building, fire, and safety or zoning code regulation. In connection with City, WASA agrees to use, and instruct its participants, to use due care. WASA shall report all defects in or damage to any City facility or City equipment in its care or use and the cause thereof, if known, immediately to the Administrator.

Section 9. LICENSES AND PERMITS

WASA agrees to procure and keep in full force and effect, all licenses, permits or like permission(s) required by the City, County, State and Federal law, inclusive of copyright and patent laws, to conduct or engage in the contracted activities provided for during the term of the Contract.

Section 10. INFORMATION AND ENROLLMENT

All dissemination of information to the public concerning activities to be conducted pursuant to this Contract and enrollment of participants herein is the sole responsibility and right of WASA. WASA shall not represent any activity in which it is engaged, including but not limited to, the activities which is the subject hereof, as having been approved by the City or otherwise use the City name in a testimonial manner without prior written permission by the City.

Section 11. INDEPENDENT CONTRACTOR

WASA understands and agrees that the relationship of WASA to the City, arising out of this Contract, shall be that of an independent contractor. It is understood that WASA or its staff, employees or representatives are not employees of the City and are, therefore, not entitled to any benefits there from. WASA shall be responsible for reporting and accounting for all state, federal, FICA and local taxes, where applicable.

Section 12. LIABILITY

(a) City assumes no liability for actions of WASA under this Contract.

WASA agrees to fully indemnify and hold harmless the City any and all liability, loss, damage, cost or expense which City may sustain, incur or be required to pay as a result of any and all wrongful or negligent acts of WASA in the performance of its services and obligations under this Contract.

- (b) Prior to, or on the effective date of this Contract, WASA shall furnish City with written verification of the existence of the insurance policies as set forth above or a binding commitment from the insurance company to insure said policy within ten (10) working days from the effective date of this Contract. WASA understands and agrees that the existence of said policy or binder shall be a condition precedent to the commencement by it of services to be rendered under this Contract and that, should WASA fail to obtain said policy or binder by the effective date hereof, this Contract shall immediately terminate and be of no further force and effect, unless the City shall otherwise specify in writing.
- (c) In the event that any action, concerning terms of Contract, suit or proceeding is brought against WASA or the City, WASA or the City shall as soon thereafter as is practicable cause written notice thereof to be given to the other party to the Contract by certified mail.

Section 13. TERMINATION

Either party to the Contract may cancel the same upon ninety (90) days written notice as provided in Section 14. If said Contract is cancelled by the City in the event of a default or noncompliance with the terms by WASA, and, in such event the City shall cause immediate written notice of such termination to be given to WASA. WASA is obligated and agrees to refund the City all monies paid to it by City for services not rendered by said WASA as of the date on which WASA shall receive notice of termination. Said sum shall be based on number of days left in the monthly payment.

Section 14. NOTICE

Any notice which is required to be given or which may be given under this Contract shall be effective as of the time it is deposited in the United States Mail in postage paid envelope and addressed to the parties as follows (until changed by notice to the other party in writing), to wit:

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

Willcox Against Substance Abuse
480 N. Bisbee
Willcox, AZ 85643

Section 15. NON-ASSIGNABILITY

The City and WASA understand that this Contract is an agreement for the organizational services of WASA with the City. The Contract is made by the City

in reliance on WASA's personal skill and knowledge in the activities to be conducted, and as represented by WASA. WASA has agreed to perform the Contract in the reliance that the contracting party is and will remain the City. Accordingly, this Contract is non-assignable by either party.

Section 16. MISCELLANEOUS

- (a) This Contract constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Parties in connection therewith. No modification of this Contract shall be effective unless made in writing and signed by both Parties hereto.
- (b) Where the content admits, words in the masculine gender shall include the feminine gender and the word "WASA" or any pronoun representing it shall include all staff, agents and employees of WASA.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this _____ day of _____, 2014.

CITY OF WILLCOX

WILLCOX AGAINST SUBSTANCE ABUSE

Mayor, Robert "Bob" Irvin

_____, Coordinator

ATTEST:

APPROVED AS TO FORM:

City Clerk, Virginia Mefford

City Attorney, Ann B. Roberts

Attachment 1 to WASA contract

Section 3. SUMMARY OF SERVICES

WASA shall perform and provide the organizing, scheduling, registration and oversight of the following programs:

- . School & community substance abuse prevention programs
- . Substance free youth and family activities
- . Campus Legends and other Youth Leadership trainings and activities
- . Youth Court & Traffic Safety Classes
- . Message Theater performances, locally and throughout southern Arizona
- . Administration of 21st Century grant
- . AZ M*A*S*H Project
- . Abstinence Program and Teen Pregnancy Prevention
- . Safe Place and other Child Abuse Prevention programs
- . Healthy Willcox activities
- . Friends of WASA Night
- . Promotional Fairs – including but not limited to: Town Halls, Health & Wellness Fairs, Back to School Events, Teen Maze, Career Days, Job Shadowing and Dump the Drugs Days
- . Conferences – including but not limited to: Parent/Family topics, Substance Abuse Recognition, Treatment, Draw the Line, Youth Leadership, Teen Court Summit, Teen Parenting, and Bully Prevention
- . Before and After Prom Activities
- . Eighth Grade Promotion & Grad Night Activities
- . Meth Task Force
- . Tobacco Free Activities & Education
- . Summer Programs – including but not limited to: Arts/Crafts, Sports Camps, Baseball, Basketball, Football, Cheerleading, Wrestling, Dance Classes, Music/Choir/Theater Presentations, Fishing Clinics, Camping, Field Trips, Gym Nights, Dances and Summer Report meeting. Note: These and other programs will be available as dictated by interest, availability and funding).
- . Community Halloween Carnival
- . Locate funding, write grants, conduct fund raising, etc. to support the program and the City.
- . Work with other organizations whenever feasible for recreation and education enhancements for the entire community of Willcox.