

THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ HELD ON THIS 19TH DAY OF FEBRUARY, 2015

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

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

PRESENT

Mayor Robert A. Irvin
~~Vice Mayor Earl Geolsby~~
Councilman Elwood A. Johnson
Councilman Gerald W. Lindsey
Councilman William "Bill" Nigh
Councilman Timothy A. Bowlby
Councilman Michael J. Laws- Arrived at 6.37 pm

STAFF

City Manager Ted Soltis
City Clerk Virginia Mefford
City Attorney Ann P. Roberts
Police Chief Glenn Childers
Finance Director Crystal Hadfield
Library Director Tom Miner
Public Works Director Kevin Hagerich
~~Development Services Jeff Stoddard~~

PLEDGE OF ALLEGIANCE TO THE FLAG - Led by Mayor Irvin

CALL TO THE PUBLIC

Future Farmers of America (FFA) gave a brief presentation on FFA Week. They thanked Council for their support and presented them with T-shirts.
Homer Hanson gave a presentation regarding Wings Over Willcox (WOW) and asked Council for action on the Chamber of Commerce.

DECLARATION ON CONFLICT OF INTEREST - None

ADOPTION OF THE AGENDA

MOTION: Councilmember Johnson made a motion to adopt the agenda as presented.
SECONDED: Councilmember Bowlby seconded the motion.
MOTION CARRIED

APPROVAL OF MINUTES OF THE REGULAR MEETING OF FEBRUARY 5, 2015

MOTION: Councilmember Bowlby made a motion to approve the minutes.
SECONDED: Councilmember Johnson seconded the motion.
MOTION CARRIED

FISCAL YEAR 2014 ANNUAL AUDIT REPORT PRESENTATION - ROBYN SIBLEY

DISCUSSION: Ms. Sibley gave an audit report and answered Council questions.

REX ALLEN MUSEUM STREET CLOSURE REQUEST FOR RAILROAD AVE. FROM STEWART ST. TO GRANT ST. ON MAY 23RD FROM 6:00 A.M. TO 5:00 P.M. FOR A CAR SHOW

MOTION: Councilmember Johnson made a motion to approve the Rex Allen Museum street closure request for Railroad Ave. from Stewart St. to Grant St. on May 23rd from 6:00 a.m. to 5:00 p.m. for a car show.
SECONDED: Councilmember Lindsey seconded the motion.
MOTION CARRIED

WILLCOX JUNIOR HIGH / HIGH SCHOOL RODEO COMMITTEE FEE WAIVER REQUEST FOR A RODEO TO BE HELD APRIL 17TH - APRIL 19TH

MOTION: Councilmember Johnson made a motion to approve the Willcox Junior High / High School Rodeo Committee fee waiver request for a rodeo to be held April 17th - April 19th.
SECONDED: Councilmember Lindsey seconded the motion.
DISCUSSION: Councilmember Bowlby asked how the Council felt about waiving the fees. Councilmember Johnson explained the reason behind waiving the fees and stated maybe something could be done in the future to bring in more revenue regarding the rodeo grounds.

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
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MOTION CARRIED

2ND QUARTER FINANCIAL REPORT - CRYSTAL HADFIELD

DISCUSSION: Ms. Hadfield gave the 2nd quarter financial report and answered Council questions.

RESOLUTION 2015-11 - A RESOLUTION AMENDING THE POLICY AND REGULATIONS FOR SUNSET CEMETERY AND UPDATING FEES

MOTION: Councilmember Bowlby made a motion to approve Resolution 2015-11.

SECONDED: Councilmember Lindsey seconded the motion.

DISCUSSION: Councilmembers discussed the fees.

MOTION CARRIED

CITY MANAGER'S REPORT

- Chief Childers updated Council on the Elks Lodge appreciation dinner and took nominations for Firefighter of the year and policeman of the year. They selected John Cropper for Firefighter of the Year, noted his accomplishments, and presented the award to him. Mr. Cropper stated it is an honor to be part of the Willcox Fire Department. They selected Mr. Mel Hammonds as Officer of the Year and listed his accomplishments.
- Kevin Hagerich gave the Council an update on the Public Works Department.
- The Community Food Bank will be holding a ground breaking ceremony on March 3, 2015 from 12:00 pm to 1:00 pm at 931 North Bisbee Ave.
- There will be a wastewater treatment plant tour next Thursday at 12:00 p.m.
- He attended a SEAGO meeting in Benson.
- He gave an update on the wastewater treatment plant funding and noted an upcoming public hearing.
- He gave an update on his health and stated all is going well.

COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS

Councilmember Johnson proposed a work session to discuss Wings over Willcox and zoning on Railview Avenue.

ADJOURN

With no further business before the Mayor and Council, the meeting was adjourned at 7:16 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 19th day of February, 2015. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 19th day of February 2015

City Clerk Virginia Mefford

PASSED, APPROVED AND ADOPTED this 19th day of March, 2015.

Mayor Robert A. Irvin

ATTEST:

City Clerk Virginia A. Mefford

CITY OF WILLCOX
Request for Council Action

Agenda Item: 8
Tab Number: 2

Meeting Date:

March 19, 2015

Action:

Resolution
 Ordinance
 Other

Subject: Resolution 2015-12
Healthcare Innovations
Agreement

To: Mayor and City Council

From: Glenn Childers, Police Chief

Discussion: The City of Willcox's Department of Public Safety serves as the back-up dispatch for Healthcare Innovations, Inc., which provides ambulance service to most of northern Cochise County, including Willcox. An agreement between the City of Willcox and Healthcare Innovations, Inc. has been in place for over a decade. As per the agreement, Healthcare Innovations, Inc. pays the salary of half of one dispatcher for the service provided to them by the City of Willcox.

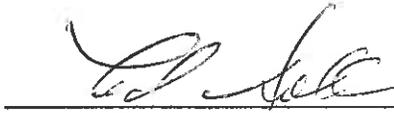
Recommendation: Approve the Agreement with Healthcare Innovations, Inc.

Fiscal Impact: Salary adjusted on an annual basis.

Submitted by:


Glenn Childers, Police Chief

Approved by:


Ted Soltis, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2015-12

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA APPROVING AND ADOPTING THE DISPATCH AGREEMENT WITH HEALTHCARE INNOVATIONS, INC. [“HCI”] FOR THE PURPOSE OF PROVIDING DISPATCH SERVICES

WHEREAS, the City of Willcox is empowered pursuant to A.R.S. § 9-240(12) to establish and regulate the police of the city and to enter into agreements with the county, the state and federal governments and agencies pursuant A.R.S. § 11-951 and 952 et seq. and is vested with all powers of incorporated cities and towns as set forth in Title 9; and

WHEREAS, HCI provides ambulance services in the Willcox community and has done so for approximately seventeen (17) years; and

WHEREAS, the Mayor and Council of the City of Willcox, Cochise County, Arizona have determined that it is in the best interest of the City and its citizens to approve and adopt the Ambulance Dispatch Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Willcox, Cochise County, Arizona, as follows:

SECTION 1: The CITY approves and adopts the contract with Healthcare Innovation, Inc. (HCI) the terms and conditions of said agreement are set forth in Exhibit “A” attached hereto and by reference incorporated herein.

SECTION 2: The City Manager is authorized to execute and implement the provisions of the contract on behalf of the CITY.

SECTION 3: The Mayor is authorized and empowered to execute this resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 19th day of March, 2015.

APPROVED/EXECUTED:

ROBERT A. IRVIN, Mayor

ATTEST:

APPROVED AS TO FORM:

VIRGINIA A. MEFFORD, City Clerk

ANN P. ROBERTS, City Attorney

Exhibit "A"

AMBULANCE DISPATCH AGREEMENT

This agreement is entered into between the CITY OF WILLCOX, a municipal corporation, duly-incorporated under the laws of the State of Arizona, hereinafter referred to as "CITY", and HEALTHCARE INNOVATIONS, INC., a duly incorporated Arizona corporation, hereinafter referred to as "HCI".

1. The purpose of this agreement is to establish the terms by which the "CITY" will provide backup ambulance dispatch service for HCI. "Backup", as used in this agreement, means that if personnel are not available in the HCI dispatch office, telephone calls will be automatically transferred to the CITY. The CITY will remain the primary answering point for ambulance calls in its Public Safety Answering Point (PSAP) area and back-up in other areas.
2. HCI agrees to maintain in full force and effect, during the duration of this agreement, comprehensive general liability insurance coverage in the aggregate amount of two million dollars (\$2,000,000) per occurrence. The CITY shall be named as an additional insured of the aforementioned policy for the services performed within the scope of this agreement, on a certificate of insurance acceptable to the CITY.
3. The CITY agrees to communicate with HCI on a Federal Communications Commission approved emergency radio frequency and/or by telephone, in the conduct of the ambulance dispatch operations. Should HCI decide to operate on another licensed radio frequency, HCI shall be responsible for providing the CITY with the radio equipment. HCI shall also provide the CITY with internet based vehicle tracking hardware and software to permit CITY dispatchers to identify the location of HCI vehicles.
4. The CITY agrees to perform ambulance-dispatching services to HCI for the handling of ambulance service calls. Such services shall include non-emergency and emergency dispatching when personnel are not available in the HCI dispatch center.
5. In exchange for the services/considerations contained herein, HCI agrees to pay the CITY half of the salary and benefits of one full-time dispatcher, which shall be determined by averaging the pay and benefits of the dispatchers, not including the supervisor. This amount will be adjusted annually on a fiscal year basis, and will be paid in equal monthly payments for the term of the Agreement. (See Attachment "A")
6. In the event either party deems the other to be in non-compliance with the terms of this Agreement, including any supplements or amendments hereto, said party shall notify the other, in writing, of the alleged non-compliance and demand appropriate remedial or corrective action within thirty (30) days after the date of said notice. If the non-complying party fails to initiate appropriate corrective action within thirty (30) days, the non-compliance shall be considered a material breach entitling the complaining party to declare a default and the Agreement of no further force and effect.
7. HCI shall indemnify and hold harmless the CITY from any claims resulting from HCI's actions.

8. The CITY shall indemnify and hold harmless HCI from any claims resulting from the CITY's actions.
9. HCI agrees to provide, when available and applicable, a stand by ambulance and crew to respond to requests for service within the immediate Willcox area, if an extended response time exists due to primary units being delayed due to calls or inter facility transports.
10. HCI agrees to provide maintenance and all updates to the monitoring system in dispatch.
11. This Agreement shall be interpreted, construed, and governed according to the laws of the State of Arizona with controlling jurisdiction in the Cochise County Superior Court. In the event of litigation between the parties as a result of any terms of this Agreement, venue shall be deemed to be proper only in Cochise County, Arizona.
12. The CITY and the HCI agree to the following miscellaneous provisions:
 - a) The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
 - b) No modification, amendment, addition to or termination of Agreement, nor waiver of any of its provisions, shall be valid or enforceable unless in writing and signed by all of the parties, except as herein otherwise provided.
 - c) Agreement shall be binding on the parties, their distributees, legal representatives, successors and permitted assigns. Agreement is personal to each of the parties, and neither party may assign nor delegate any of its rights or obligations hereunder except as provided in this Agreement.
 - d) Any and all notices required or permitted to be given under Agreement will be sufficient if furnished in writing, sent by registered mail to the address listed in this Agreement.
 - e) In the event that any one or more of the provisions contained in Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions hereof, and Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
 - f) The Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter of the scope of work contained herein.
 - g) Each party which is a signatory to Agreement has full authority to enter into this Agreement.

13. Addresses for the purpose of this contract:

City of Willcox Attn: City Manager 101 S. Railroad Ave. Suite B Willcox, Arizona 85643 (520) 384-4271 Fax: (520) 384-2590 tsoltis@willcoxcity.org	Healthcare Innovations, Inc. Attn: James Broome 440 S. Ocotillo Benson, AZ 85602 (520) 586-7617 Fax (520) 586-2689 broomejw@msn.com
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Changes in the respective contact person, contact address, or other contact information to which such notices may be directed may be made from time to time by either party by written notice to the other party in accordance with the provisions of this section.

14. E-verify requirements: To the extent applicable under Ariz. Rev. Stat. § 41-4401, HCI warrants compliance, on behalf of itself and any and all subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Ariz. Rev. Stat. § 23-214(A). HCI's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and the CITY may terminate the Agreement.
15. Term: This Agreement shall be approximately three (3) years beginning June 2, 2015 to June 30, 2018. During the term, the agreement may be terminated by either party with thirty (30) day written notice.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 19th day of March, 2015.

APPROVED/EXECUTED
City of Willcox

By: _____
Mayor, Robert A. Irvin

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk, Virginia A. Mefford

By: _____
City Attorney, Ann P. Roberts

APPROVED/EXECUTED
Healthcare Innovations, Inc.

By: _____
Authorized Signatory, James Broome

Attachment "A"

City of Willcox
FY15 Dispatch Officer Cost Allocation

	FY15		
	City	HCI	Total
Wages	\$11,918.40	\$11,918.40	\$23,836.80
ASRS (11.60%)	\$1,382.53	\$1,382.53	\$2,765.06
FICA (7.65%)	\$911.76	\$911.76	\$1,823.52
Work Comp (.61%)	\$72.70	\$72.70	\$145.40
Health/HRA - Medical and HRA Fees/FSA/Cobra	\$3,366.26	\$3,366.26	\$6,732.52
DES, Life, Fees - Life, State Unemployment Tax	\$58.54	\$58.54	\$117.08
Total Dispatcher Comp	\$17,710.19	\$17,710.19	\$35,420.38

CITY OF WILLCOX
Request for Council Action

Agenda Item: 9
Tab Number: 3

Meeting Date:
03/19/2015

Action:
 Resolution
 Ordinance
 Other

Subject:
Historical Preservation
Advisory Committee
Appointment -
Janet O'Daniel

To: Mayor and City Council

From: Sherry Lynn Van Allen, Human Resources

Discussion: In accordance with Willcox Municipal Code 2.03.030, vacancies shall be filled by appointment by the Mayor and City Council.

Janet O'Daniel meets all of the requirements to continue serving on this Committee. The new term is for four years effective immediately through December 31, 2018.

Recommendation: Appoint Janet O'Daniel to the Historical Preservation Advisory Committee to fill the expired term.

Fiscal Impact: -0 -

Submitted by: 
Sherry Lynn Van Allen, Human Resources

Approved by: 
Ted Soltis, City Manager

Feb. 16 , 2015

To Whom it May Concern :

My name is Janet O'Daniel , I am interested in being on the Historic Preservation Committee . I was born and raised here in Willcox and graduated from Willcox High School . My Dad was a teacher in the Willcox School system for over 40 years , his name is Duane Clapp . I love Willcox and I want to help our community in anyway that I can . So I am hoping you will consider me as a volunteer for the Historic Preservation Committee .

Thank You

Janet O'Daniel

