

THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ HELD ON THIS 3rd DAY OF SEPTEMBER, 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 Goolsby~~
- Councilman Elwood A. Johnson
- Councilman Gerald W. Lindsey
- Councilman William "Bill" Nigh
- Councilman Timothy A. Bowlby
- Councilman Michael J. Laws

STAFF

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

ABSENT

- Vice Mayor Earl Goolsby

PLEDGE OF ALLEGIANCE TO THE FLAG - Led by Mayor Irvin

CALL TO THE PUBLIC

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 seconded the motion.
MOTION CARRIED

APPROVAL OF MINUTES OF THE REGULAR MEETING OF AUGUST 6, 2015

MOTION: Councilmember Lindsey made a motion to approve the minutes with a typo correction on first paragraph.
SECONDED: Councilmember Johnson seconded the motion.
MOTION CARRIED

REX ALLEN DAYS, INC. SPECIAL EVENT LICENSE REQUEST FOR AN EVENT TO BE HELD AT QUAIL PARK SPORTS PARK ARENA ON OCTOBER 2ND FROM 3:30 P.M. TO 6:30 P.M., OCTOBER 3RD FROM 1:00 P.M. TO 5:30 P.M. AND OCTOBER 4TH FROM 1:00 P.M. TO 5:30 P.M.

MOTION: Councilmember Johnson made a motion to approve Rex Allen Days, Inc. Special Event License request as presented.
SECONDED: Councilmember Bowlby seconded the motion.
MOTION CARRIED

REX ALLEN DAYS, INC. STREET CLOSURE REQUEST FOR THE REX ALLEN DAY PARADE TO BE HELD ON OCTOBER 3, 2015

MOTION: Councilmember Johnson made a motion to approve Rex Allen Days, Inc. street closure request for the Rex Allen Day Parade to be held on October 3, 2015.
SECONDED: Councilmember Lindsey seconded the motion.
MOTION CARRIED

EXTENDED HANDS MINISTRIES ALLEY CLOSURE REQUEST FOR SEPTEMBER 12, 2015

MOTION: Councilmember Johnson made a motion to approve Extended Hands Ministries' alley closure request for September 12, 2015.

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 3rd DAY OF SEPTEMBER, 2015**

SECONDED: Councilmember Lindsey seconded the motion.
MOTION CARRIED

RESOLUTION 2015-23 - A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA ("LESSOR") APPROVING AND AUTHORIZING A LAND LEASE WITH JAN KORTSEN INS., LLC D.B.A. MVP ("LESSEE")

MOTION: Councilmember Johnson made a motion to approve Resolution 2015-23.

SECONDED: Councilmember Bowlby seconded the motion.

DISCUSSION: Councilmember Lindsey had concerns with this agreement, and asked City Manager Soltis to verify the legality of the agreement with City Attorney Roberts.

MOTION CARRIED

RESOLUTION 2015-24- A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE WRITE-OFF OF TERMINATED UTILITY ACCOUNTS THAT HAVE BECOME NON-COLLECTIBLE

MOTION: Councilmember Lindsey made a motion to approve Resolution 2015-24.

SECONDED: Councilmember Bowlby seconded the motion.

DISCUSSION: Ms. Hatfield explained what the write-off procedure consisted of.

MOTION CARRIED

RESOLUTION 2015-25 - A RESOLUTION AMENDING RESOLUTION NO. 01-01, ADOPTED ON JANUARY 23, 2001, APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE AND A CITY LEASE, APPROVING THE EXECUTION AND DELIVERY BY WILLCOX MUNICIPAL PROPERTY CORPORATION OF SUCH GROUND LEASE AND CITY LEASE AND APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE GOVERNMENT DOCUMENTS (AS SUCH TERM IS DEFINED HEREIN), THE NEGOTIATION OF A NOTE TO THE UNITED STATES GOVERNMENT, ACTING THROUGH RURAL UTILITIES SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE, PROVIDING FOR THE TRANSFER OF CERTAIN MONEYS FOR THE PAYMENT THEREOF AND MAKING CERTAIN COVENANTS AND AGREEMENTS WITH RESPECT THERETO; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY SUCH GROUND LEASE, CITY LEASE AND GOVERNMENT DOCUMENTS AND THIS RESOLUTION AND DECLARING AN EMERGENCY

MOTION: Councilmember Johnson made a motion to approve Resolution 2015-25.

SECONDED: Councilmember Laws seconded the motion.

DISCUSSION: The City Manager explained the use of the Municipal Property Corporation for financing infrastructure improvements. He noted that the Municipal Property Corporation met early and approved a resolution to move the process along. The next step in this process will be to get a construction management engineer. He will continue to keep Council advised of the process.

MOTION CARRIED

CITY MANAGER'S REPORT

- He thanked Jeff Stoddard, Virginia Mefford and Councilman Lindsey for representing our community at the Arizona League of City and Towns.
- He reminded Council about the Flyer Bike Ride on Saturday. They sponsor Small Town Big Dreams which benefits students and teachers.
- He also reminded Council of the ribbon-cutting ceremony at the Willcox Distribution Center on September 14, 2015 from 10:30 a.m. to 1:00 p.m.

COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS

- Councilmember Bowlby mentioned the Flyer Bike Ride. He will be there to help out and he encouraged everyone to stop by. It starts at 6 a.m. He wished everyone a safe Labor Day weekend.
- Councilmember Laws mentioned a very serious incident that occurred. He stated within minutes Mel Hammonds found the vehicle and that our Chief Rios took the lead on this. Chief Rios and detective Reno

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took down this individual and they did a great job and didn't bat an eye. These are the folks we have protecting our town. They handled this situation very professionally.

- Mayor Irvin thanked Councilmember Lindsey for representing the City at the Arizona City league of Cities and Towns.
- Councilmember Lindsey expressed appreciation for the opportunity to attend the League of Cities. He gave some information, that he received at the conference, to City Manager Soltis related to groundwater. He stressed that the City needs to keep informed on this issue.

ADJOURN

With no further business before the Mayor and Council, the meeting was adjourned at 7:01 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 3RD day of September 2015. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 3rd day of September 2015

City Clerk Virginia Mefford, CMC

PASSED, APPROVED AND ADOPTED this 17th day of September, 2015.

Mayor Robert A. Irvin

ATTEST:

City Clerk Virginia A. Mefford, CMC

Request for Council Action

Agenda Item: 8
Tab Number: 22

Meeting Date:

September 17, 2015

Action:

Resolution
 Ordinance
 Other

Subject: Street closure
for Willcox Wine
Festival

To: Mayor and City Council

From: Kevin T. Hagerich, Public Works Director

Discussion: The Willcox Chamber of Commerce and Agriculture is requesting a street closure for The Willcox Wine Festival to be held October 16th through October 18th, 2015. The Chamber is requesting a closure of Railroad Ave., beginning at the intersection of Railroad Ave. and Stewart St., and ending at the intersection of Railroad Ave. and Maley St.

Recommendation: Approve the street closure for The Willcox Wine Festival.

Fiscal Impact: \$0.00

Submitted by:

Kevin T. Hagerich

Approved by:

[Signature]

Street Closure Request Form

Name of Applicant

Willcox Chamber of Commerce

Address

1500 N Circle Rd

Date of Request

5 March 2015

Phone Number

520-384-2272

Event or Event Sponsor for Street Closure

Willcox Wine Festival

Date(s) Requested for Street Closure

10-17-18 Oct 2015

Times for Street Closure

11:30 am - 3 pm

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

Railroad Ave, beginning at the intersection of Railroad and Stewart, ending at the intersection of Railroad and Malaga

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

5 March 2015
Date

Received By _____

Date _____

PETITION TO CLOSE RAILROAD AVENUE

ON 10/17-10/18/2015
DATE

FROM 5 am TO 5 pm
START TIME END TIME

FOR THE PURPOSE OF Wine Fest
EVENT

REX ALLEN MUSEUM, OK TO CLOSE Phyllis Brooks

WILLCOX HISTORIC THEATER, OK TO CLOSE See attached email

RODNEY'S, OK TO CLOSE Andy C. B.

FLYING LEAP, OK TO CLOSE Rebecca Sussner

OLD WEST MERCANTILE, OK TO CLOSE closed

FRIENDS OF MARTY ROBBINS, OK TO CLOSE Juanita Buckley

KEELING SCHAEFER, OK TO CLOSE [Signature]

GALLERY 94, OK TO CLOSE Chance Long

BIG TX, OK TO CLOSE N/A

CITY OF WILLCOX
Request for Council Action

Agenda Item: 9
Tab Number: 3

Meeting Date:

September 17, 2015

Action:

Resolution
 Ordinance
 Other

Subject: Waiver for
glass containers at
Railroad Park.

To: Mayor and City Council

From: Kevin T. Hagerich, Public Works Director

Discussion: The Willcox Chamber of Commerce and Agriculture is holding a Wine Festival at Railroad Park on October 16 through October 18, 2015. The Chamber is requesting a waiver for glass containers at Railroad Park for this event.

Recommendation: Approve the use of glass containers at Railroad Park for the Wine Festival.

Fiscal Impact: \$0.00

Submitted by:

Kevin T. Hagerich

Approved by:

[Signature]

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA
Facilities Use Agreement

This Agreement made this 22 day of January, 2015, between USER NAME ("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 October 16, 2015 through October 15 2015, unless earlier terminated by either party. 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 Rail Road Park,
to be used for Wine Festival
to be used by Public - Willcox Chamber

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 to cover the term of this agreement in not less than the amount of one million dollars (\$1,000.00) which names the City as additionally insured.

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 Clerk, City of Willcox
101 S. Railroad Ave., Suite B
Willcox Arizona 85643

If to the PARTICIPANT:

Willcox Chamber of Commerce & Agriculture
1500 N Circle S Rd
Willcox, AZ 85643

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

Kevin T. Hagerud 23 JAN 15
By: Kevin T. Hagerud Dir of PW
(Name and Title)

PARTICIPANT

[Signature]

By: Alan Baker, Executive Director
(Name and Title)

Attachment "A"
Railroad Park

The City of Willcox Facilities & Maintenance section of Public Services & Works will perform the following:

- Discontinue Irrigation on 16 October, 2015
- Provide Electrical Key, Master 0873
- Provide Electrical Key,
Ace CH ELEC M1
- Provide Electrical Key, Ace C0266

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 and Maintenance Supervisor or the Public Services & 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"
Railroad Park Checklist

The Participant agrees to perform the following tasks:

General

- Obtain appropriate keys one business day prior to the event, by 3:30PM.
- Return keys within two (2) business days of event conclusion.
- Learn how to use electrical.

Vendor(s)

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

Street Closure

- Complete paperwork and submit.

Cleaning

Cleaning consists of removing all litter, tying up garbage bags and placing them in the dumpster. All areas should be left in the same or better condition as received.

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.

- Participant is responsible for notifying Parks & Facilities Maintenance of items that need special attention or repair.
- All equipment or personal items belonging to the "Participant" shall be removed by 8:00 a.m. on the day following the event.
- 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 -----766-2201

Attachment "C"
Railroad Park Fee Schedule

Deposit and Rental Fees

All Deposits, Fees, Proof of Insurance & Special Permits or Licenses 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 Deposit	\$50.00		\$50.00			
Total Fees Due				50 ⁰⁰			

Request to waive fees through City Council.

- The City of Willcox reserves the right to refuse reservations.
- Must be at least 21 years of age to reserve facilities.
- Participant may reserve one (1) day prior to the event to set up for event without 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 \$50.00 deposit and 1/2 of rental fees.
- Returned checks are subject to a twenty-five dollar (\$25.00) fee.

Condition Verification

I have inspected the condition of the facilities specified under this agreement and have found them to be in _____ Satisfactory _____ Unsatisfactory condition.
 I recommend that _____ All _____ None _____ Other _____ of the deposit be 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 Representative Signature

 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/05/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 520.226.4944 888.908.4982
Huachuca Mountain Insurance Agency
P.O. Box 2976
Sierra Vista, AZ 85636

CONTACT NAME: Wade Temple
PHONE (A/C. No. Ext): 520.226.4944 FAX (A/C. No.): 888.908.4982
E-MAIL ADDRESS: huachucamtn@gmail.com
PRODUCER CUSTOMER ID C:

INSURED
Willcox Chamber of Commerce & Agriculture
1500 Circle I Road
Willcox, AZ 85643

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Hartford Casualty Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	59SBARU2242	01/01/15	01/01/16	EACH OCCURRENCE \$ 2,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000.00 MED EXP (Any one person) \$ 10,000.00 PERSONAL & ADV INJURY \$ 2,000,000.00 GENERAL AGGREGATE \$ 4,000,000.00 PRODUCTS - COMP/OP AGG \$ 4,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
State of Arizona, ADOT and its departments, agencies, boards, commissions, universities, officers, officials, agents and employees shall be named as additional insureds with respect to liability arising out of activities performed by or on behalf of the permittee or contractor. Waiver of Subrogation applies.

CERTIFICATE HOLDER
City of Willcox
101 S Railroad Ave. Suite B
Willcox, AZ 85643

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

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**WILLCOX
HISTORIC
THEATER**

September 7, 2015

Mr. Mayor and Members of the City Council

The Willcox Historic Theater in cooperation with the Old Pearce Preservation Association will present the Pearce Jail Centennial Gala on November 10, 2015 at the Theater as a fund-raising event for both organizations.

The Gala will offer live entertainment, silent movies of the 1915 era, and a presentation on the Pearce Jail as a Dinner Theater event. The Theater and Old Pearce Preservation Association plan to offer wine by the glass to those attending. Golden Rule Vineyards is donating the wine and will also be pouring.

Therefore, Willcox Historic Theater Preservation, Inc is applying for a Series 15 Special Event Liquor License as shown on the attached application.

We believe this Gala event will benefit Willcox Historic Theater Preservation, Inc and Old Pearce Preservation Association and ask that you approve the application.

Thank you

Gayle Berry
President

800 W Washington 5th Floor
Phoenix, Arizona 85007-2934
(602) 542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY
LICENSE #

1. Name of Organization: Willcox Historic Theater Preservation, Inc

2. Non-Profit/I.R.S. Tax Exempt Number: 45-5329399

3. The organization is a: (check one box only)
 Charitable Fraternal (must have regular membership and in existence for over 5 years)
 Civic Religious Political Party, Ballot Measure, or Campaign Committee

4. What is the purpose of this event? on-site consumption off-site consumption (auction) both

5. Location of the event: 134 N Railroad Ave Willcox, AZ 85643

Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: Berry Ronald Allen 11-22-1944
Last First Middle Date of Birth

7. Applicant's Mailing Address: 6342 S Bascom Trail Willcox AZ 85643
Street City State Zip

8. Phone Numbers: (520)766-3334 () ()
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>Nov 10, 2015</u>	<u>Tuesday</u>	<u>5 pm</u>	<u>10 pm</u>
Day 2:	_____	_____	_____	_____
Day 3:	_____	_____	_____	_____
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
Day 7:	_____	_____	_____	_____
Day 8:	_____	_____	_____	_____
Day 9:	_____	_____	_____	_____
Day 10:	_____	_____	_____	_____

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)

11. This organization has been issued a special event license for 3 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name Willcox Historic Theater Preservation, Inc 50%
Percentage

Address 134 N Railroad Ave Willcox, AZ 85643

Name Old Pearce Preservation Association 50%
Percentage

Address PO Box 776 Pearce, AZ 85625

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

 # Police Fencing
 # Security personnel Barriers

The event will take place in Willcox Historic Theater Auditorium One. Access is first through the general Theater doors and then Auditorium One Single Door. The Auditorium One entrance will be staffed and continuously monitored by Theater staff to ensure compliance

16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO

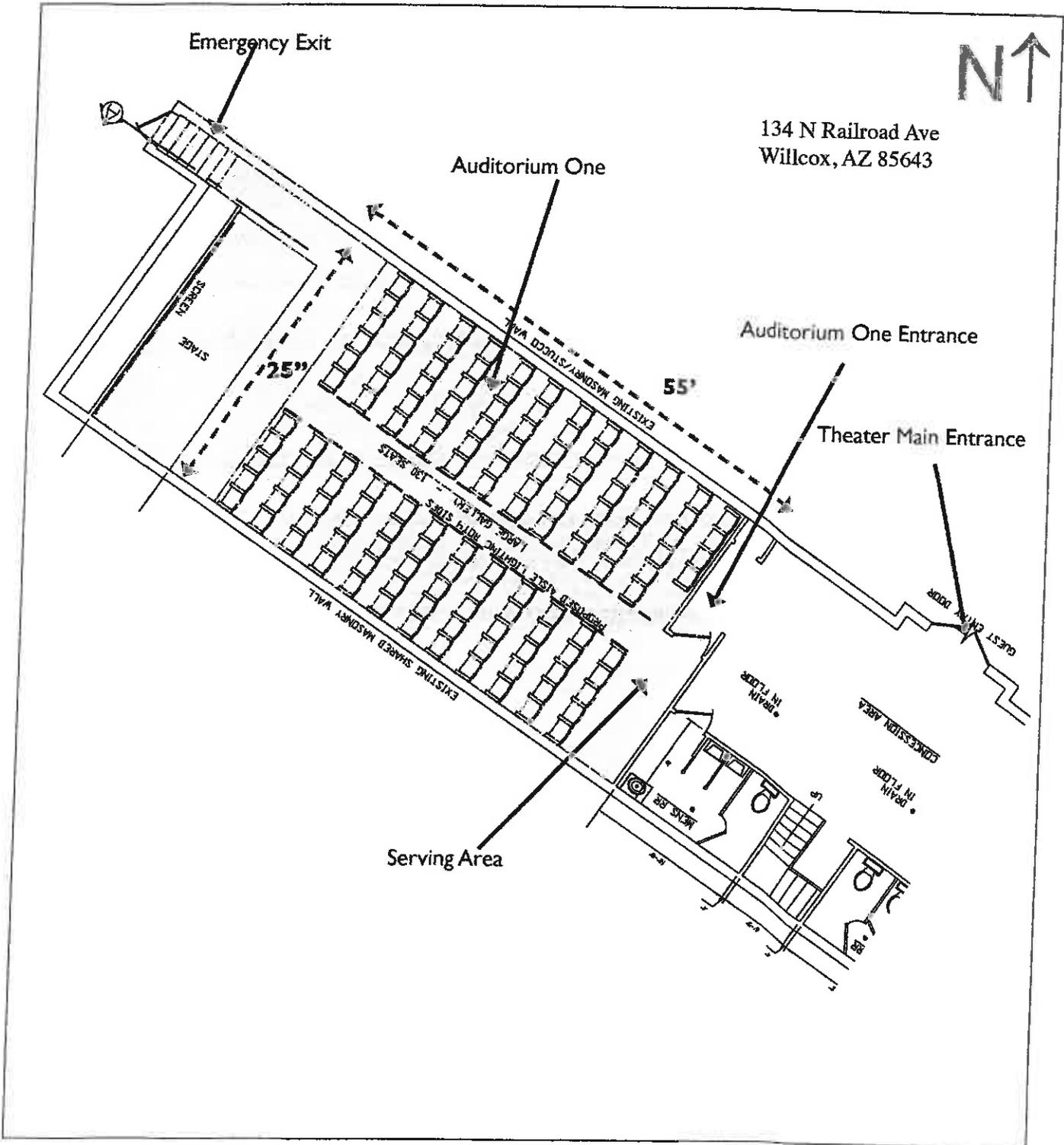
(ATTACH COPY OF AGREEMENT)

not applicable ()
Name of Business Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Gayle Berry declare that I am an Officer/Director/Chairperson appointing the
 (Print full name)
 applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Gayle Berry President 9/4/2015 (520) 507-1080
 (Signature) (Title/Position) (Date) (Phone #)



Arizona County of Cochise
 The foregoing instrument was acknowledged before me this
4 September 2015
 Day Month Year

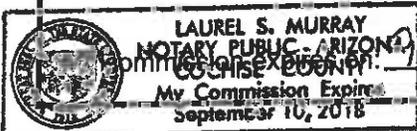
My Commission expires on: 9-10-2018 Laurel S Murray
 (Date) (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Ronald Berry declare that I am the APPLICANT filing this application as
 (Print full name)
 listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Ronald Berry State of Arizona County of Cochise
 (Signature) The foregoing instrument was acknowledged before me this

4 September 2015
 Day Month Year



9-10-2018 Laurel S Murray
 (Date) (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
 (Government Official) (Title)
 on behalf of _____
 (City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

 (Employee) (Date)

APPROVED DISAPPROVED BY: _____

 (Title) (Date)

CITY OF WILLCOX
Request for Council Action

Agenda Item: 11
Tab Number: 5

Meeting Date:

September 17, 2015

Action:

Resolution
 Ordinance
 Other

Subject: Resolution 2015-26
School Resource Officer IGA

To: Mayor and City Council

From: Jose Rios, Interim Police Chief

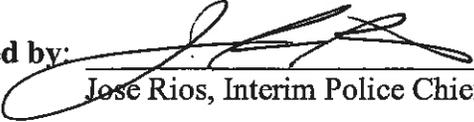
Discussion: The City of Willcox (City) and the Willcox Unified School District (WUSD) have worked together for years to provide a School Safety Program. The City and WUSD share the cost of the salary and benefits to provide a School Resource Officer (SRO).

Both WUSD and the City benefit from the duties performed by the SRO, who is responsible for ensuring the safety and security of the students and staff at all three WUSD schools during regular school hours, special events and activities held on and off school campuses. The SRO investigates alleged criminal acts on school campuses and takes the appropriate enforcement action, providing a safe, positive learning environment. The SRO is the immediate first responder to threats or emergencies on school property, and acts as the liaison between the Willcox Police Department and WUSD. With the SRO position, the heavy call load generated by WUSD does not have to be covered by the on-duty officer, who is responsible for the entire Willcox community.

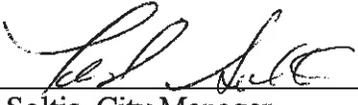
Recommendation: Approve the Intergovernmental Agreement with the Willcox Unified School District for the SRO.

Fiscal Impact: None.

Submitted by:


Jose Rios, Interim Police Chief

Approved by:


Ted Soltis, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2015-26

A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING AND ADOPTING THE INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF WILLCOX [CITY] AND THE WILLCOX UNIFIED SCHOOL DISTRICT #13 [SCHOOL] FOR THE PURPOSE OF IMPLEMENTING A SCHOOL SAFETY PROGRAM

WHEREAS, the CITY is authorized pursuant to A.R.S. § 9-240(B) (12), to establish and regulate the police of the town, to appoint watchmen and policemen, to remove them and to prescribe their powers and duties; and

WHEREAS, the CITY and the SCHOOL are vested with the authority to enter into Intergovernmental Agreements pursuant to A.R.S. §§ 11-951; 11-952; 15-154; 15-155 and 15-342(13); and

WHEREAS, the CITY, and the SCHOOL have entered into Agreements for the SCHOOL SAFETY PROGRAM in past years; and

WHEREAS, the CITY and the SCHOOL have agreed to share the cost of funding the SCHOOL SAFETY PROGRAM for the School Resource Officer (SRO); and

WHEREAS, the CITY has determined that continuing the SCHOOL SAFETY PROGRAM 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 CITY approves and adopts the School Safety Program IGA, presented herewith as Exhibit "A", with the SCHOOL for the period of July 1, 2015 to June 30, 2016.

Section 2: The Mayor is authorized and empowered to execute this resolution.

Section 3: The City Manager is authorized to execute and implement the provisions of the Agreement on behalf of the CITY.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 17th day of September, 2015.

APPROVED/EXECUTED:

ROBERT A. IRVIN, Mayor

APPROVED AS TO FORM:

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

ANN P. ROBERTS, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN WILLCOX UNIFIED SCHOOL DISTRICT #13, AND CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

This is an Intergovernmental Agreement, hereinafter referred to as "IGA", between the City of Willcox, hereinafter referred to as "CITY," and Willcox Unified School District #13, hereinafter referred to as "SCHOOL," subject to the following terms and conditions:

1. Purpose.

The purpose of this IGA is to foster a safe school environment on SCHOOL premises and at SCHOOL sponsored activities by having a School Resource Officer ("SRO") assigned to SCHOOL premises in accordance with this Agreement and the IGA designating the Willcox Department of Public Safety ["WDPS"] as the "Law Enforcement Unit" for the SCHOOL.

2. Authority.

The City of Willcox, through the WDPS, is empowered to establish and regulate the police of the City pursuant to A.R.S. § 9-240(12) and the CITY is vested with all powers of incorporated cities and towns as set forth in Title 9.

The CITY and the SCHOOL may enter into intergovernmental agreements with one another pursuant A.R.S. §§ 11-952 et seq.; 15-141; 15-341; and 15-342.

The SCHOOL is permitted pursuant to 20 U.S.C § 1232(g) and C.F.R. § 99.8 of the Family Educational Rights and Privacy Act ("FERPA") to designate a unit of commissioned officers as the District's "law enforcement unit" to (1) enforce applicable laws and refer matters to law enforcement authorities with appropriate jurisdiction, and (2) maintain the physical security and safety of the District.

3. Term and Renewal.

This IGA shall be effective from **July 1, 2015** and continue through **June 30, 2016**. The IGA shall not be effective until the IGA has been executed by all the parties and reviewed by their respective legal counsel pursuant to A.R.S. § 11-952(D). This Agreement may be extended for additional one-year terms by appropriate action of the parties.

4. Duties of the SCHOOL.

- A. Provide reasonable office and/or classroom space, office equipment, including furniture, telephone, computer, internet access, and usual utilities.
- B. Provide office supplies including pencils, pens, stapler, tape dispenser, etc.
- C. Provide appropriate space for the SRO program activities held on SCHOOL premises outside normal class time for SCHOOL students.
- D. Provide general maintenance and office cleaning similar to that provided to all other offices on the SCHOOL premises.

5. Duties of the CITY.

- A. Assign an officer from the Willcox Department of Public Safety to the SCHOOL to serve as a SRO. The CITY will be responsible for ensuring that all required training and certification requirements are complied with for the assigned SRO.
- B. Consult with the SCHOOL regarding the current assignment, the selection of a new SRO, if it becomes necessary in the future, and the evaluation of the SRO's performance.
- C. Require the SRO assigned to the SCHOOL to comply with all applicable state and federal laws and regulations and school policies, and to follow any reasonable directives or requests of school administrators.
- D. Be responsible for administration of the SRO's pay and benefits.
- E. The WDPS shall be responsible for selection, assignment, and overall oversight of the SRO.
- F. The SRO will respond and provide official law enforcement duties as a certified officer on regular police matters when requested by the WDPS.
- G. Require the SRO to assist the SCHOOL with law enforcement related educational instruction.

6. Financing.

- A. The SCHOOL will reimburse the City in the amount equal to 50% of the total cost of the SRO's salary and benefits.
- B. The SCHOOL will provide 50% of the costs of any specialized training specific to the SRO program.

7. Confidentiality.

- A. The assigned SRO shall establish and maintain procedures and controls that are acceptable to the CITY and the SCHOOL for the purpose of assuring that no information contained in the SRO records or obtained from the SCHOOL or from others carrying out its functions shall be disclosed by the SRO, or anyone under her/his supervision, except as is necessary in the performance of the SRO's duties as described herein. No information pertaining to probationers or juveniles shall be divulged, other than as required in the performance of the officer's duties as described herein.
- B. There shall be no disclosure of personally identifiable information from any student's education records except in compliance with A.R.S. § 15-141 and the Family Education Rights and Privacy Act ("FERPA") and regulations adopted pursuant to that Act, the Individuals with Disabilities Education Act ("IDEA") and regulations adopted thereunder, and applicable School Board policies as to the disclosure of personally identifiable information from students education records.

C. By signing this IGA, the CITY and the WDPS certify that any personally identifiable information from any student's educational record which is disclosed to one of their officers, agents or employees will not be disclosed to any other party, unless in accord with FERPA, IDEA and regulations adopted thereunder, without the prior consent of the parent or, if the student is 18 years of age or older, the student. In addition, information may be disclosed to the SRO pursuant to 34 CFR § 99.31(a)(5)(i)(A-B) which provides for reporting or disclosure to state and local officials to whom such information is specifically allowed to be reported or disclosed pursuant to a State statute, provided that the reporting or disclosure allowed by the statute concerns the juvenile justice system and such system's ability to effectively serve, prior to adjudication, the student whose records are released, and further provided that the state statute was either (A) adopted prior to November 19, 1974; or (B) if adopted after 1974, the officials and authorities to whom such information is disclosed certify in writing to the SCHOOL that the information will not be disclosed to any other party, except as provided under State law, without the prior written consent of the parent of the student.

8. Termination and Disposition of Property Upon Termination.

A. **Termination.** This IGA may be terminated for any reason and by either party upon providing a thirty day (30) written notice to all parties. Notice of termination must be in writing and delivered personally to the designated representative or sent by certified mail. If any party has reason to suspect that any aspect of activities undertaken pursuant to this IGA presents a risk to the health or safety of students or is contrary to mission or operations of such party, that party may request a meeting to be convened between the three entities within 48 hours with said meeting to be promptly confirmed in writing. In such circumstances, the SCHOOL may request that any SRO assigned to the SCHOOL be prohibited from coming on to the SCHOOL premises or attending SCHOOL sponsored activities or contacting SCHOOL students or employees, and if the SCHOOL makes such a request, the SRO shall be withdrawn in accord with the request and another SRO, in consultation with the SCHOOL, may be assigned on a temporary basis for up to two weeks while the parties attempt to resolve any outstanding issues. If the parties cannot agree upon a resolution within an additional sixteen (16) day period, during which the CITY will use its best efforts to provide services acceptable to the SCHOOL to the extent that it has staff available to do so, the IGA shall automatically terminate at the conclusion of the period, and no party shall have any further obligation to any other party except (a) to return all property purchased by funds disbursed by the SCHOOL pursuant to this IGA to the SCHOOL, (b) to return any property belonging to any other party; and (c) to maintain the confidentiality of records in accord with applicable state and federal law.

B. **Disposition of Property Upon Termination.** No joint purchase of property is contemplated pursuant to this IGA.

9. Modification.

Any modification of this IGA must be in writing and executed by all parties.

10. Employment Status of the School Resource Officer/Police Officer.

Except as otherwise provided by law, in the performance of duties and activities under this

IGA, all parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The officers, employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party. It is also understood and agreed that the SRO is an employee of the CITY.

SRO specific job duties shall be determined by the CITY, the WDPS and the SCHOOL as deemed appropriate by the parties to this IGA.

11. Responsibilities.

Each party agrees to assume full responsibility for the acts and omissions of such party's officers, agents and employees.

12. Rights and Duties of Party Only.

The provisions of this IGA govern the duties and responsibilities of the parties to the IGA and are not intended to confer any right, entitlement, privilege or benefit on any third party.

13. Entire IGA.

This IGA contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this IGA shall be made only in writing and signed by the parties to this IGA.

14. Invalidity of Part of the IGA.

The parties agree that should any provision, paragraph, sentence, word or part thereof of this IGA be held to be invalid or void by a court of competent jurisdiction, the remainder of the IGA shall remain in full force and effect.

15. Governing Law.

This IGA shall be construed under the laws of the State of Arizona and shall incorporate, by reference, all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.

16. Compliance with Non-Discrimination Laws.

All parties shall comply with applicable provisions of state and federal employment laws, rules, regulations and executive orders including Title VII of the Civil Rights Act of 1964, as amended, by the Age Discrimination in Employment Act, and State Executive Orders 2009-09, 2003-22 and 93-20, which mandate that all persons, regardless of race, color, religion, sex (including sexual orientation), age, national origin, veteran's status or political affiliation, shall have equal access to employment and educational opportunities. The parties shall also comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment or in education of qualified persons because of physical or mental disability, including genetic code and the Americans with Disabilities Act.

17. Conflict of Interest.

The parties acknowledge that this IGA is subject to cancellation provisions pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein and made a part thereof.

18. Workers' Compensation.

An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this IGA, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits that may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation."

19. Employee Work Eligibility.

By entering into this IGA, each party warrants compliance with A.R.S. § 41-4401, A.R.S § 23-214(A), the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Either Party may request verification of compliance from any contractor or subcontractor performing work under this contract.

20. Review by Legal Counsel.

Pursuant to A.R.S. § 11-952(D), an attorney for each Party must review this IGA and determine that it is within the statutory powers and authority granted to the Party.

21. Authority of the Parties.

The persons executing this IGA on behalf of the parties hereby represent and guarantee that they have been authorized to do so, on behalf of themselves and the entity they represent. Further representation is made that due diligence has occurred, and that all necessary internal procedures and processes, including compliance with the open meeting law where necessary, have been satisfied in order to legally bind the entity to the terms of this IGA.

22. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be considered as original, and all of which taken together shall be considered one and the same instrument.

23. Notice.

All notices, requests for payment, or other correspondence between the parties regarding this IGA shall be mailed or delivered personally to the respective parties to the following addresses:

If to SCHOOL:

Superintendent of Schools
Willcox Unified School District #13
480 N. Bisbee Avenue
Willcox, AZ 85643

If to CITY:

City Manager
101 S. Railroad Ave., Suite B
Willcox, AZ 85643

APPROVE/EXECUTED:

ATTEST:

Robert A. Irvin, Mayor

Virginia A. Mefford, City Clerk

WILLCOX UNIFIED SCHOOL DISTRICT #13:

Superintendent of Schools

INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: SCHOOL SAFETY PROGRAM [SRO] AGREEMENT BETWEEN THE CITY OF WILLCOX AND WILLCOX UNIFIED SCHOOL DISTRICT #13

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned City Attorney who has determined that it is in appropriate form and is within the powers and authority granted to the City of Willcox, Cochise County, Arizona.

Approved as to form this 4th day of June, 2015.

By: _____
Ann P. Roberts, City Attorney

In accordance with A.R.S. § 11-952 this Agreement has been reviewed by the undersigned that has determined that this agreement is in appropriate form and within the powers and authority granted to the Willcox Unified School District #13.

Approved as to form this ____ day of _____, 2015.

By: _____
Udall Shumway, P.L.C., attorney for
Willcox Unified School District

CITY OF WILLCOX
Request for Council Action

Agenda Item: 12
Tab Number: 6

Meeting Date:
September 17, 2015

Action:
 Resolution
 Ordinance
 Other

Subject: Resolution 2015-27; mutual aid agreement with the Office of Emergency Services

To: Mayor and City Council

From: Kevin T. Hagerich, Public Works Director

Discussion: The last County Mutual Aid Agreement was done in 2008 and was restricted to fire services only. The Office of Emergency Services would like an updated agreement to include all public safety entities and public works. This will allow cross-jurisdictional/cross-mutual aid to as many agencies as possible that may be involved in a large scale emergency throughout the County, and to meet needs of various emergencies.

Recommendation: Update the County Mutual Aid Agreement to be able to facilitate County neighbors and meet the diverse needs of various emergencies.

Fiscal Impact: \$0.00

Submitted by: Kevin T. Hagerich

Approved by: [Signature]

RESOLUTION 2015-27

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA [“CITY”] ADOPTING A PUBLIC SAFETY MUTUAL AID AGREEMENT WITH COCHISE COUNTY [“COUNTY”] FOR THE PURPOSE OF IMPROVING THE COORDINATION AND DELIVERY OF EMERGENCY SERVICES WITHIN COCHISE COUNTY

WHEREAS, it is the mutual desire of the CITY, the COUNTY, and the various fire districts, fire departments, fire and rescue agencies, law enforcement agencies, and public works departments located within Cochise County to improve the coordination and delivery of emergency services; and

WHEREAS, this Mutual Aid Agreement provides for mutual responsibilities in carrying out emergency services, requests for assistance, command structure and equipment and personnel; and

WHEREAS, the Mayor and Council have determined that formal action on this Resolution is in the best interest of the CITY, its citizens and its affected taxpayers.

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

SECTION 1: The Mayor and City Council approves the Mutual Aid Agreement presented herein as Exhibit “A”.

SECTION 2: The Mayor is authorized and empowered to execute this Resolution.

SECTION 3: The City Manager is authorized and directed to take all action necessary and required to carry out the intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 17th day of September, 2015.

APPROVED/EXECUTED:

ROBERT A. IRVIN, Mayor

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

Cochise County Public Safety Mutual Aid Agreement

The undersigned parties, both governmental and other public-safety agencies, each conducting business in Cochise County, and wishing to improve the delivery and coordination of emergency services within the County, and thereby better carry out their mutual responsibilities, do mutually agree to the following conditions and covenants, including pursuant to A.R.S. § 11-952, 48-805, and all other empowering statutes, as applicable:

1. Scope of the Agreement

This agreement is entered into between the undersigned Cochise County-based fire districts, fire departments, fire and rescue agencies, law enforcement agencies, and public works departments which, through their duly authorized representatives, are signatory to this agreement, below.

This agreement shall be effective upon recordation with the Cochise County Recorder and shall remain in effect, and shall be subject to automatic renewal on January 1 of each succeeding year, for a period of five (5) years unless and until terminated by all of the parties pursuant to terms of Paragraph 2, below.

This agreement supersedes any and all former agreements on this subject between the parties to this Agreement, except that any Automatic Aid agreements that may have been independently previously entered into by any of the parties or hereafter entered into by any of the parties shall remain in effect.

2. Voluntary Termination

a. Notwithstanding the provisions of A.R.S. § 38-511, any party may terminate its participation in this Agreement upon giving thirty (30) days' written notice to all other then-currently participating parties to it, with said notice to be recorded with the Cochise County Recorder before becoming effective.

b. This Agreement terminates upon the election of all parties thereto to terminate their participation in it, pursuant to subparagraph a, above.

3. Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the non-cancelling party receives written notice of the cancellation unless the notice specifies a later time.

4. Requests for Assistance

Any party to this Agreement, through its chief operations officer or other authorized agent, may request assistance from one or more of the other parties to this Agreement if the requesting party makes a determination that there exists an emergency of such magnitude that the resources of the requesting party are, for any reason, inadequate. The parties shall hereafter develop and adopt formal policies concerning procedures for making and responding to requests and dispatching and redeployment of emergency service units.

5. Response to Request

The chief operations officer or authorized agent of any party to this Agreement who receives a request for assistance under this Agreement from another party thereto shall be the sole judge of the extent of assistance, if any, that said agency will provide. Any party receiving a request for assistance from another party shall not provide such assistance if it is determined that doing so would impair the safety of citizens or property within its own service area. No party shall be liable to any other party for failing to respond to a request for assistance, or for any deficiency in the nature or extent of assistance that is provided.

6. Incident Command

A party which responds to a request for assistance from another party to this Agreement shall work under the direction of the designated Incident Commander of the incident. All parties shall utilize a command structure compliant with requirements of

the federal National Incident Management System. Parties shall make every effort to insure common communications frequencies are utilized. After any incident involving mutual aid, all parties participating in that incident shall make available to each other upon request all reports arising out of such operations.

7. Equipment and Personnel

Each party shall be responsible for providing and maintaining its own equipment and for any and all of its personnel and equipment costs when acting under this Agreement. Each party shall retain ownership of any equipment or property it brings when responding to a request for assistance from another party to this Agreement. No party shall be reimbursed by any other party for any costs incurred pursuant to this Agreement; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes. All parties shall comply with Arizona Workers Compensation Law. For purposes of Workers Compensation under A.R.S. § 23-1022(D), an injured employee's primary employer shall be solely responsible for the payment of benefits. Each party shall procure and maintain insurance coverage including comprehensive liability, personal injury, property damage, vehicle and general liability.

8. Indemnification

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

9. Severability

If any provision of this Agreement, or any application thereof to the parties or to any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this Agreement, which may be given effect without the invalid provision or application, and to this end each of the provisions of this Agreement are declared to be severable.

10. Arbitration

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by AR .S. § 12-1518, except as may be required by other applicable statutes.

11. Other Contractual Arrangements

Nothing in this Agreement shall limit the ability of any one or more parties to it from entering and/or participating in more specific contracts for services, or mutual or automatic aid with other parties to this Agreement, or from entering and/or participating in other contracts with or providing emergency assistance to any other jurisdiction or government entity which is not a participant to this Agreement.

12. Modification

This written Agreement may not be changed or modified except by an instrument in writing, signed by a duly authorized representative of each of the parties, except as specifically provided otherwise in this Agreement. Any such change or modification becomes effective and binding on the parties only upon recordation of said change or modification with the Cochise County Recorder.

13. Counsel Conflict of Interest

Those County agencies, including fire districts and fire departments in unincorporated county communities, who are parties to this Agreement understand that the Cochise County Attorney represents all County agencies in the county and the parties hereby waive any claim of conflict of interest with respect to said joint representation.

14. ADA and Non-Discrimination

The parties shall comply with all anti-discrimination laws, both state and federal, including applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101- 12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. This Agreement is subject to Executive Order 75-5, amended by Executive Order 99-4, incorporated into this Agreement.

**COUNTERPART SIGNATURE PAGE TO THE
COCHISE COUNTY PUBLIC SAFETY MUTUAL AID AGREEMENT**

This Counterpart Signature Page is and forms a part of the Participating Agencies of the Cochise County Public Safety Mutual Aid Agreement. The undersigned adopts and agrees to the terms of the Agreement.

APPROVED: (Agency) _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Approved as to form pursuant to A.R.S. 11-952(D):

AGENCY ATTORNEY SIGNATURE

(Printed Name)

Proclamation

WHEREAS the City of Willcox is very proud of its Western heritage, which has been kept alive by the annual Rex Allen Days' Festival with all its many events; and,

WHEREAS, the Rex Allen Days' theme for 2014 is "Willcox Centennial: 100 years of Western fun, Willcox Style" and,

WHEREAS, Rex Allen Days, Inc., is proudly sponsoring its 64th Annual Rex Allen Days' Festival with a Parade, Rodeo, Concerts, County Fair, and the 35th Annual Turtle Race at Keiller Park from October 3rd through October 5th, 2014; and,

WHEREAS, the Chamber of Commerce annually sponsors the Cowboy Hall Fame and Dinner; and

WHEREAS, The Rex Allen Museum continues to keep the memory of Rex Allen Sr. alive and continues to promote Willcox's proud Western Heritage at the Museum located on Historic Railroad Avenue,

WHEREAS, with support to charity, Rex Allen Days, Inc. maintains their goal of service to the community by providing college scholarships to graduating high school students, financial support to the Northern Cochise Community Hospital, and to other worthwhile community causes; and,

NOW, THEREFORE, BE IT RESOLVED THAT I, Robert A. Irvin, Mayor of the City of Willcox, Cochise County, Arizona, do hereby proclaim October 1st through October 4th, 2015 as

**** REX ALLEN DAYS ****

and, I encourage all citizens to recognize and support the Rex Allen Days' festivities and to dress in Western attire to proudly promote our Western heritage.

Dated this 17th day of September, 2015

Robert A. Irvin, Mayor

Attest:

Virginia A. Mefford, City Clerk.

Proclamation

Constitution Week

WHEREAS, September 17, 2015 marks the two hundred and twenty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through the 23rd as Constitution Week; and

WHEREAS, it is imperative that we continue to educate ourselves, our fellow citizens, and our future generations about the Constitution and America's founding principles of government, and individual liberties.

NOW THEREFORE, I Robert Irvin, Mayor of the City of Willcox, do hereby proclaim September 17 - 23, 2015 as CONSTITUTION WEEK. I ask our citizens to reaffirm the ideals of the Framers of the Constitution by protecting the freedoms guaranteed to us by the Constitution.

Dated this 17th day of September, 2015

Mayor, Robert A. Irvin

Attest: _____

City Clerk, Virginia A. Mefford



CITY OF WILLCOX
Office of the Mayor
Robert "Bob" Irvin
101 S. Railroad Avenue Suite B
Willcox, AZ 85643
(520) 384-4271 or fax (520) 384-2590

September 17, 2015

To Whom It May Concern:

Re: Southline Transmission Line Project EIS

This letter is to express concern regarding a proposed new route that is under consideration for the new Southline Transmission Line.

Although the City of Willcox does not have jurisdiction over the land currently being considered for the Southline Transmission Line, we believe any negative effect from the location of the line on existing vineyards will have a negative impact on our community. The wine industry is important to the City of Willcox as we have a number of wine-tasting rooms, a wine crushing and bottling plant, and two annual wine-tasting festivals. Any adverse impact to the vineyards associated with the location of the new transmission line will impact the City of Willcox.

Apparently, this current proposed route was not under consideration when initial public comment was taken. Therefore, we urge you to ensure opportunity for public input based on this new proposed route, and that you consider all impacts this new line may have.

Thank you for your consideration.

Sincerely,

Robert A. Irvin
Mayor of Willcox

