

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 2nd DAY OF JUNE 2016**

CALL TO ORDER - Mayor Robert 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 arrived at 6:36 pm
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
Police Chief Jose Rios
Finance Director Crystal Hadfield

ABSENT

Councilman Michael J. Laws - Excused

PLEDGE OF ALLEGIANCE TO THE FLAG - Led by Mayor Irvin

CALL TO THE PUBLIC - None

Kathy Klump spoke on the Public Library Advisory Committee (PLAC). She and some of the Friends of the Library members feel the library committee should not be dissolved.

Cindy Traylor gave an update on the Young Birders' Club. She also added that she would not like to see the abolishment of the two committees. She would like to have the current policies revised to allow more non-residents to be on a committee. She knows a lot of county residents who are trying to make it a better community; however, because they live in the county, they are not able to participate.

Steven Lee, representing the Elks Lodge, asked for waiver of fees for the annual swim meet for the 4th of July activities.

Rob Jones congratulated the City on the recent clean up. He gave kudos to staff and City Council and feels the City is moving in the right direction.

DECLARATION ON CONFLICT OF INTEREST - None

ADOPTION OF THE AGENDA

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

SECONDED: Councilmember Bowlby seconded the motion.

MOTION CARRIED

APPROVAL OF MINUTES OF THE REGULAR MEETING OF MAY 19, 2016

MOTION: Councilmember Lindsey made a motion to approve the minutes as presented.

SECONDED: Councilmember Bowlby seconded the motion.

MOTION CARRIED

REAPPOINT JIM FUSCO TO THE PLANNING AND ZONING COMMISSION

MOTION: Councilmember Johnson made a motion to reappoint Jim Fusco to the Planning and Zoning Commission.

SECONDED: Councilmember Lindsey seconded the motion.

DISCUSSION: Councilmember Johnson stated that Mr. Fusco has been doing a great job on the Commission.

MOTION CARRIED

REAPPOINT DON ULSES TO THE PLANNING AND ZONING COMMISSION

MOTION: Councilmember Johnson made a motion to reappoint Don Ulses to the Planning and Zoning Commission.

SECONDED: Councilmember Lindsey seconded the motion.

DISCUSSION: Councilmember Johnson stated he has been doing a great job.

MOTION CARRIED

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
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REAPPOINT STEPHEN KLUMP TO THE PLANNING AND ZONING COMMISSION

MOTION: Councilmember Johnson made a motion to reappoint of Stephen Klump to the Planning and Zoning Commission.

SECONDED: Councilmember Bowlby seconded the motion.

DISCUSSION: Councilmember Johnson stated he has been doing a great job.

MOTION CARRIED

ORDINANCE NS324 - AN ORDINANCE AMENDING THE WILLCOX MUNICIPAL CODE TITLE 2, BOARDS, COMMISSION, AND COMMITTEES BY REMOVING CHAPTER 2.04 PUBLIC LIBRARY ADVISORY COMMITTEE

MOTION: Councilmember Johnson made a motion to approve Ordinance NS324.

SECONDED: Councilmember Bowlby seconded the motion.

DISCUSSION: Councilmember Bowlby opposes this ordinance and believes this committee can still serve a purpose. Councilmember Irvin stated the Council received a letter from the Library committee which had voted to dissolve it. Councilmember Johnson stated maybe in the future these committees could be brought back if there was more interest.

MOTION CARRIED AYES: Mayor Irvin, Councilmembers: Goolsby, Lindsey, Johnson, and Nigh **NAYS:**

Councilmember Bowlby

ORDINANCE NS325 - AN ORDINANCE AMENDING THE WILLCOX MUNICIPAL CODE, TITLE 2, BOARDS, COMMISSION, AND COMMITTEES BY REMOVING CHAPTER 2.02 PARKS AND RECREATION ADVISORY COMMITTEE

MOTION: Councilmember Johnson made a motion to approve Ordinance NS325.

SECONDED: Councilmember Lindsey seconded the motion.

DISCUSSION: Councilmember Bowlby stated he opposes this action.

MOTION CARRIED AYES: Mayor Irvin, Councilmembers: Goolsby, Lindsey, Johnson, and Nigh **NAYS:**

Councilmember Bowlby

CITY MANAGER'S REPORT

- City Manager Soltis read a passage by Thomas Jefferson from when he visited Washington DC.
- City Clerk gave an election update. She received four council packets by the June 1st deadline and announced that write-in candidates needed to turn in their packets by July 21st.
- City Manager Soltis gave an update on the demolition project; work will soon be completed within budget.
- He also provided an update on the Waste Water Treatment Plant. The anticipated date to start is November 1, 2016, and completion should take about a year with November 30, 2017, being the estimated date of completion.
- He has a Budget Work Session scheduled for Thursday, June 9, 2016, at 6:30 p.m.
- He provided an update on the shooting range. Cochise County Planning Director and Game and Fish had a meeting out there to look at the berms and to address safety concerns. The berms are 12-feet, and there may be a possibility of raising them further.
- The Wine Festival was a huge success and so was the car show and; he thanked everyone who made them possible.
- He announced that Saturday from 5:00 p.m. to 12:00 a.m., the Relay for Life will be held at the High School Football/Track area.

COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS

- Councilmember Lindsey stated he has received numerous compliments on the buildings that are coming down. He informed the Council that SEAGO received a \$600,000 legacy grant.
- Vice Mayor Goolsby asked about the waste water treatment lagoon decommissioning. City Manager stated it is all regulated by the Arizona Department of Environmental Quality (ADEQ), and it will be supervised by them.
- Councilmember Johnson stated that the restaurants and the community has benefited from the success of the Wine Festival. Stumbleweeds closed their doors this past weekend. He asked if the swimming pool waiver would be a problem as it has been a staple of the community for the past 26 years, and it is open to the whole community. City Manager stated it would not be a problem. Councilmember Johnson polled the audience to see if anyone knew there was an election for council seats. He felt there was a lack of communication and would have liked to see a Call of Election. He indicated he didn't know what the deadline was until May 30;

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however, he did get his packet in by the deadline. He would like to see Title 17 completed since the City properties have been cleaned up.

- Councilmember Bowlby mentioned he would like to see future committees and would like to ensure appointment of an ex-officio from the Council to be on them and on any AD HOC committees; he would like Council to receive updates on these committees from the ex-officio.

ADJOURN

With no further business before the Mayor and Council, the meeting was adjourned at 7:18 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 2nd day of June 2016. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 2nd day of June 2016

City Clerk Virginia Mefford, CMC

PASSED, APPROVED AND ADOPTED this 16th day of June 2016.

Mayor Robert A. Irvin

ATTEST:

City Clerk Virginia A. Mefford, CMC

**THE MINUTES OF THE BUDGET WORK SESSION OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 9th DAY OF JUNE, 2016**

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

ROLL CALL - City Manager Ted Soltis 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
Police Chief Jose Rios
Finance Director Crystal Hadfield
Library Director Tom Miner
Public Works Director Galo Galovale
Development Services Jeff Stoddard

FY 2016-2017 BUDGET

The City Manager presented the draft budget to Council and answered questions. This was followed by a review with Department Directors presenting and answering questions.

The proposed budget submission was set for the next Council meeting on June 16, 2016.

ADJOURN

Mayor Irvin adjourned the meeting at 8:10 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 9th day of June 2016. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 9th day of June 2016

Tedmond J. Soltis, City Manager

PASSED, APPROVED AND ADOPTED this 16th day of June 2016.

Robert A. Irvin, Mayor

ATTEST:

Virginia A. Mefford, City Clerk

CITY OF WILLCOX
Request for Council Action

Agenda Item: 9

Tab Number: 3

Meeting Date:

June 16, 2016

Action:

Resolution

Ordinance

Other

Subject: United Health Care
medical insurance renewal

To: Mayor and City Council

From: Sherry Lynn Van Allen, Human Resources

Discussion: The City switched to United Health Care (UHC) as a provider for our medical coverage in FY16. The initial FY17 renewal rate quoted by UHC reflected a 17.2% increase in premium costs over the FY16 rates. Our benefit brokers Employee Solutions Group (ESG) researched alternatives and negotiated a final rate increase of 8.9%. The plan provides a good range of benefits as well as an extended network of participating physicians and hospitals.

Recommendation: Approve continued medical insurance coverage with United Health Care for Fiscal Year 2017.

Fiscal Impact: Approximately \$371,557.

Submitted by:



Approved by:



UnitedHealthcare
Medical Proposed Rates with Alternate Plan Designs

Customer Name: CITY OF WILLCOX Medical Policy: 00737958 Renewal Date: July 1, 2016
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* The numbers below are on an illustrative basis. Rates are subject to Underwriting approval.

	Renewal Plan		Concession Proposal	
	Option 1	NEW	Option 4	NEW
Plan Name	A-J4P (\$B C+ INS) Rx Plan: 01		A-J4P (\$B C+ INS) Rx Plan: 385	
Product	Choice + Insurance *		Choice + Insurance *	
Option	00737958		00737958	
Plan Offering	Single Option		Single Option	
Multiple Option with:	Option(s) N/A		Option(s) N/A	
HRA or HSA	No		No	
Benefits*	Network Single/Famil		Network Single/Famil	
Office Copay (PCP/SPC)	PCP \$20, SPC \$40		PCP \$20, SPC \$40	
Hospital Copays	OP N/A, IP N/A		OP N/A, IP N/A	
UC/ER/Major Diag Copay	UC \$75, ER \$300, Maj Diag \$250		UC \$75, ER \$300, Maj Diag \$250	
Other	N/A		N/A	
Deductible	\$5,000/\$10,000 (Emb)		\$5,000/\$10,000 (Emb)	
Coinsurance	100%		100%	
Out-of-Pocket	\$6,000/\$12,000		\$6,000/\$12,000	
Pharmacy	\$10/\$35/7%; 2.5x for M.O.		\$15/\$35/\$70/\$250; 2.5x for M.O.	
	Out of Network Single/Famil		Out of Network Single/Famil	
Deductible	\$10,000/\$20,000 (Emb)		\$10,000/\$20,000 (Emb)	
Coinsurance	50%		50%	
Out of Pocket	\$30,000/\$60,000		\$30,000/\$60,000	
Enrollment				
Employee	19		19	
Employee + Spouse	7		7	
Employee + Child(ren)	22		22	
Employee + Family	2		2	
Total	50		50	
Rates	Rates (Billed)		Rates (Billed)	
	Current	Proposed	Concession Proposal	
Employee	\$348.37	\$408.42	\$379.32	
Employee + Spouse	\$786.41	\$898.52	\$834.50	
Employee + Child(ren)	\$661.90	\$775.99	\$720.70	
Employee + Family	\$1,114.78	\$1,306.94	\$1,213.82	
Monthly Cost	\$28,775	\$33,735	\$31,332	
Annual Cost	\$345,303	\$404,820	\$375,979	
Change from Current		17.2%	8.8%	

*High level benefit summary. Please see your plan summary for more detailed benefit description.

The numbers above are on an illustrative basis. Rates are subject to Underwriting approval.

For markets moving to service fees, current rates (applicable for renewals only) include commission expenses. Proposed rates, for your convenience, include any applicable producer service fees. Producer service fees are not a contingency of obtaining insurance coverage but are fees agreed to between you (client) and your producer/service provider for service rendered on behalf of client.

For markets continuing to pay commissions, both the current (applicable for renewals only) and proposed rates include commissions.

CITY OF WILLCOX
Request for Council Action

Agenda Item: 11

Tab Number: 4

Meeting Date:

June 16, 2016

Action:

Resolution

Ordinance

Other

Subject: Resolution 2016-08
WASA Contract

To: Mayor and City Council

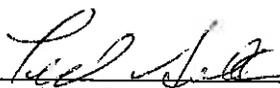
From: Ted Soltis, City Manager

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 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

Submitted by:


Ted Soltis, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2016-08

A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING A SERVICE CONTRACT FOR THE PROVISION OF RECREATIONAL AND EDUCATIONAL SERVICES "SERVICE CONTRACT" BETWEEN THE CITY OF WILLCOX "CITY" AND WILLCOX AGAINST SUBSTANCE ABUSE "WASA"

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 contracts for the 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 provision of Recreational and Educational Services.

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 for the period of July 1, 2016 through June 30, 2017 presented herein as Exhibit "A".

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

SECTION 3: The Mayor is hereby authorized to execute the Contract for Purchase of Recreational and Educational Services.

SECTION 4: The City Manager is authorized and directed to take all action required and/or necessary to carry out the intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 16th day of June, 2016.

APPROVED/EXECUTED:

ROBERT A. IRVIN, Mayor

APPROVED AS TO FORM:

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

ANN P. ROBERTS, City Attorney

Exhibit "A"

**CONTRACT FOR PURCHASE OF
RECREATIONAL AND EDUCATIONAL SERVICES**

This Service Contract is made between the City of Willcox hereinafter referred to as "City" and Willcox Against Substance Abuse, a non-profit alliance, hereinafter referred to as "WASA".

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

WHEREAS, the City also provides and coordinates recreational activities for the citizens through the Parks and Recreation Department; 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 as consideration for mutual covenants, promises and agreement as set forth herein.

THEREFORE, IT IS AGREED by the parties as follows:

1. TERM

The term of this contract shall be from July 1, 2016 through June 30, 2017.

2. PAYMENT

The City shall pay WASA for services rendered pursuant to an Activity Plan, 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.

3. SUMMARY OF SERVICES

WASA shall perform and provide the organizing, scheduling, registration and oversight of the programs outlined in 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 revenue available.

4. LOCATION OF ACTIVITIES

The City shall make available to WASA, at no charge, the following City facilities;

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

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

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 and other insurance coverages 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 and endorsements.

6. ACTIVITY PLAN

WASA shall prepare and submit a written annual activity plan of scheduled activities and events. The annual activity plan shall be submitted 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.

7. REPORTS

WASA shall submit an annual report of the activities and events it coordinated during the previous fiscal year, July 1 through June 30, to the Administrator. The written report will contain a description of the activities and events, number of individuals participating in each activity and event, fees collected and a budget of total revenues and expenditures.

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. WASA agrees that it shall not, during the term of the Contract, be in violation of any health, building, fire, safety or zoning code regulation. In connection with the 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 equipment in its care or use and the cause thereof, if known, immediately to the Administrator.

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, to conduct or engage in the contracted activities provided for during the term of the Contract.

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.

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.

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 an 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.

13. TERMINATION

Either party to the Contract may cancel the same upon sixty (60) 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 as of the date WASA receives notice of termination. Said sum shall be based on number of days left in the monthly payment.

14. NOTICE

Any notice 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 a postage paid envelope and addressed to the parties as follows (until changed by notice to the other party in writing), to wit:

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

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

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.

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 16th day of June, 2016.

CITY OF WILLCOX

WILLCOX AGAINST SUBSTANCE ABUSE

Mayor, Robert A. Irvin

Gary Hatch, Coordinator

ATTEST:

APPROVED AS TO FORM:

City Clerk, Virginia A. Mefford

City Attorney, Ann P. Roberts

CITY OF WILLCOX
Request for Council Action

Agenda Item: 13
Tab Number: 5

Meeting Date:

June 16, 2016

Action:

Resolution
 Ordinance
 Other

Subject:

Resolution 2016-09 - Willcox
Chamber of Commerce and
Agriculture Agreement

To: Mayor and City Council

From: City Manager, Ted Soltis

Discussion: The "Use, Maintenance and Stipend Agreement [for the] Cochise Visitors Center" between the City and the Chamber of Commerce is up for renewal. This agreement has been periodically renewed since 1978. The Chamber, as an independent contractor, is to operate "a regional visitor center" on behalf of the City.

Recommendation: I recommend that this agreement be renewed for an additional two-year period.

Fiscal Impact: ~\$66,400

Submitted by:



Ted Soltis, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION NO. 2016-09

A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE RENEWAL AND EXTENSION OF THE USE, MAINTENANCE AND STIPEND AGREEMENT BETWEEN THE CITY OF WILLCOX “CITY” AND THE WILLCOX CHAMBER OF COMMERCE AND AGRICULTURE “CHAMBER”

WHEREAS, the CITY and the CHAMBER entered into the original Agreement for the period of September 12, 1978 to September 11, 2003; and

WHEREAS, the parties entered into three (3) year Agreement Extensions with the last extension ending June 30, 2016; and

WHEREAS, the CITY and the CHAMBER desire to extend the agreement for an additional two (2) year period; and

WHEREAS, the Mayor and Council of the City of Willcox have determined that it is in the best interest of the City, and its citizens to extend this agreement between the CITY and the CHAMBER.

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

Section 1: The CITY approves the extension of the “Use, Maintenance and Stipend Agreement Cochise Visitors Center,” presented herewith as Exhibit “A”, with the CHAMBER for the period of July 1, 2016 to June 30, 2018.

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 required and/or necessary to carry out the intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 16th day of June, 2016.

APPROVED/EXECUTED:

ROBERT A. IRVIN, Mayor

APPROVED AS TO FORM:

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

ANN P. ROBERTS, City Attorney

EXHIBIT A



USE, MAINTENANCE, AND STIPEND AGREEMENT COCHISE VISITORS CENTER

This Rental, Maintenance, and Stipend Agreement is made and entered into between the City of Willcox, Arizona, a municipal corporation of the State of Arizona, hereinafter referred to as "City," and the Willcox Chamber of Commerce and Agriculture, a non-profit corporation, hereinafter referred to as "Chamber."

WHEREAS, the City owns a facility known as the Cochise Visitors Center; and

WHEREAS, the Chamber desires to utilize this facility for the purpose of operating a regional visitor center for the City of Willcox, as well as operating the Willcox Chamber of Commerce and Agriculture organization; and

WHEREAS, the City is willing to allow the Chamber the use of the facility as set forth herein in consideration for mutual covenants, promises, and agreements as set forth herein; and

WHEREAS, the City agrees to provide certain bed-tax monies to the Chamber to support the Chamber's efforts in improving the economy of the City.

NOW THEREFORE, IT IS AGREED by the parties as follows:

1. General Provisions

The City hereby grants the Chamber, as an independent contractor, the right to utilize the Visitor Center facility for the purpose of operating a regional visitor center, as well as the Willcox Area Chamber of Commerce and Agriculture in a manner satisfactory to the City. At all times it shall conform to all reasonable rules and regulations of the City, its ordinances, and the laws of the State of Arizona.

2. Duration

The term of this Agreement shall be for two (2) years, beginning the 1st day of July 2016 and ending the 30th day of June 2018. Either party may terminate this agreement prior to the end of the term with thirty (30) days written notice to the other party. At the end of each term the parties will review the contract. If it is determined that either or both of the parties desires to terminate the contract, then in that event the following shall take place:

- a. The Chamber shall vacate the premises of the Visitors Center within thirty (30) days of contract termination.
- b. The Chamber shall remove only those tangible items that belong to the

Chamber with the exception of personal property that would generally be classified as a fixture. Fixtures must be left on the property unless otherwise agreed to by both parties.

- c. All utility accounts, with regard to the Visitors Center, shall revert to the City.
- d. The City shall suspend stipend payments to the Chamber upon termination of the Agreement unless otherwise agreed to by both parties.

3. Duties and Requirements of Chamber

Chamber agrees as follows:

- a. To devote sufficient time and resources to the duties of this Agreement to ensure proper economic development services and promotion of tourism in and around the City of Willcox.
- b. To unite all of the industrial, commercial, and governmental interests for the purpose of concerted action in supporting these activities beyond the scope of any single business or industry which promotes the welfare of the Willcox community and the surrounding area as a whole.
- c. To develop and strive for a self-sustaining regional visitor center that will allow for marketing of communities and local businesses on a cost basis to those entities.
- d. To update its operation plan for the Visitors Center concept and report to the Mayor and Council. The report will be presented to the Mayor and Council at a regular Council meeting prior to the end of the fiscal year.
- e. To provide sufficient Workers' Compensation insurance, public liability insurance, liability insurance, and other insurance coverage necessary to protect and hold the City harmless from all potential liability connected with the Chamber and the operations of any of the Chamber facilities, services, and grounds.
- f. To hold the City harmless from liability from all losses or damages of any and all items on consignment or loan at the Visitors Center.
- g. To provide all necessary supplies and personnel to carry out the operation and function of the Visitors Center.
- h. To specifically reserve space to be designated for use by the City or its designees for displays to encourage economic development.
- i. To allow the City the right to inspect the premises and building.
- j. To allow the City to host visitors and conduct official business and functions on the premises of the Visitors Center.
- k. To present a quarterly report with financials to the Mayor and Council updating that body about Chamber and Visitor Center activities.
- l. To participate in and develop a tourism marketing plan for the Community of

Willcox.

- m. To provide the City with documentation sufficient to ensure that all of the above requirements are complied with, and that said documentation shall be furnished at a time designated by both parties, and shall include, but not necessarily limited to: 1) calendar of events; 2) proof of insurance coverage; 3) an outline of the planning session and program of work submitted annually; 4) any other documentation as may be required from time to time by the City.
- n. To actively seek grant funds and other funding to offset costs.
- o. To pay all utilities.

4. Duties and Requirements of the City

- a. The City shall pay to the Chamber a stipend equaling forty-five per cent (45%) of the bed tax revenue collected by the City. Payments shall be made in monthly installments.
- b. The City shall be responsible for any and all maintenance issues related to the building and grounds of a serious nature, i.e. roof, HVAC, sidewalk, parking lot, plumbing, electrical.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the 16th day of June 2016.

APPROVED/EXECUTED:

ATTEST:

ROBERT A. IRVIN, Mayor

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

CHAMBER OF COMMERCE:

ANN P. ROBERTS, City Attorney

JARED WILHELM, President

CITY OF WILLCOX
Request for Council Action

Agenda Item: 14
Tab Number: 10

Meeting Date:

June 16, 2016

Action:

Resolution
 Ordinance
 Other

Subject: Resolution 2016-10
School Resource Officer IGA

To: Mayor and City Council

From: Jose Rios, Chief of Police

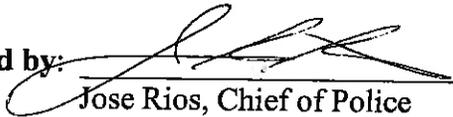
Discussion: The City of Willcox (City) and the Willcox Unified School District (WUSD) have worked together for years to provide a School Safety Program. The City and WUSD share the cost of the salary and benefits to provide a School Resource Officer (SRO).

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, Chief of Police

Approved by:


Ted Soltis, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2016-10

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, 2016 to June 30, 2017.

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 16th day of June, 2016.

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, 2016** and continue through **June 30, 2017**. 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 16th day of June, 2016.

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 _____, 2016.

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

CITY OF WILLCOX
Request for Council Action

Agenda Item: 15
Tab Number: 7

Meeting Date:

June 16, 2016

Action:

Resolution
 Ordinance
 Other

Subject: Resolution 2016-11
Fuel Bid Contract Award

To: Mayor and City Council

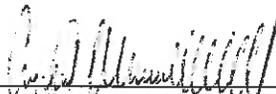
From: Crystal Hadfield, Finance Director

Discussion: On June 3rd, the City of Willcox accepted bids for the provision of retail fuel. The City purchases gasoline and diesel at the pump to fuel City vehicles and equipment. Bids were received from the following businesses: ZG Enterprises DBA Freeway Texaco and The SoCo Group Inc. The lowest qualified bid was provided by ZG Enterprises DBA Freeway Texaco.

Recommendation: Approve fuel bid contract with ZG Enterprises DBA Freeway Texaco.

Fiscal Impact: A \$.10 per gallon discount on unleaded fuel and diesel fuel.

Submitted by:


Crystal Hadfield, Finance Director

Approved by:


Ted Soltis, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION NO: 2016-11

**A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA
"CITY" APPROVING AND AWARDED A BID CONTRACT TO ZG ENTERPRISES
DBA FREEWAY TEXACO FOR PURCHASES OF UNLEADED GAS AND DIESEL**

WHEREAS, the CITY is authorized pursuant to the its Procurement Policy to solicit bids for services and fuel for its vehicle and equipment pool; and

WHEREAS, the CITY published a Request for Bids and received two bids to provide the fuel needs of the CITY; and

WHEREAS, the Mayor and Council desire to approve and award the bid contract to ZG Enterprises DBA Freeway Texaco pursuant to its bid response; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the CITY to approve and authorize the purchase of unleaded gas and diesel from Freeway Texaco.

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

Section 1: The Mayor and Council formally approve and award the bid contract for fuel to ZG Enterprises DBA Freeway Texaco for one year from July 1, 2016 to June 30, 2017.

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 required and/or necessary to carry out the intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Willcox, Cochise County, Arizona, this 16th day of June, 2016.

APPROVED/EXECUTED:

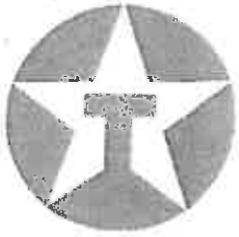
ROBERT A. IRVIN, Mayor

ATTEST:

APPROVED AS TO FORM:

VIRGINIA A. MEFFORD, City Clerk

ANN P. ROBERTS, City Attorney



ZG Enterprises
DBA Freeway Texaco

1203 W. Rex Allen Dr.
P.O. Box 848
Willcox, AZ 85644

May 23, 2016

City of Willcox
Retail Fuel Bid
101 S. Railroad Avenue
Suite A
Willcox, AZ 85643

Dear City Board,

Attached is a contract proposal that describes the specifications our company can offer in respect to your demands for gasoline/fuel.

Statement of Qualifications and Experience

Freeway Texaco is located at 1203 W. Rex Allen Drive in Willcox, AZ. This station has been serving the community for over 40 years while our shortest termed employee has been employed at this facility for 20 years. That should prove that our employees can provide top rated customer service with such experience and knowledge. All of our employees are well trained in all aspects of the convenience station.

Freeway Texaco is open 24 hours a day, seven days a week. We are in compliance with all State, Federal, and Local Regulatory Agencies. We offer unleaded, mid-grade, and super grades of gas as well as diesel fuel. The station is self-service; however service is available from the attendant if the driver is physically disabled. An air compressor and window washing

materials are available at this location. There are 8 unleaded gasoline pumps and 4 ultra-low sulfur diesel pumps. Chevron/Texaco provides only the highest of quality. Please check out the TOP TIER Gasoline Retailers site to see Texaco provides quality product.

Scope

Our facility is ready and capable to provide fuel/gas today for your earliest needs. Our station has a storage capacity of over 36,000 gallons and is capable of servicing your needs listed in the bid criteria.

Freeway Texaco can offer an in-store credit system. The City of Willcox must provide a list of authorized users and the driver shall provide identification to the attendant. They will be required to sign the ticket once the sale is complete. These tickets are entered into a QuickBooks billing system and billed monthly. These tickets will be provided to you with the bill each month. A \$0.10 discount from the pump credit price will be credited each billing cycle and noted on the invoice as "contract discount". The terms of this account are net 30 days from billing date. This is an interest free charge account and is geared for small town community, keeping the personal touch for your needs.

References

Dick Ellis
P.O. Box 315
Willcox, AZ 85644
520-507-3092

Ronnie Ramirez
P O Box 846
Willcox, AZ 85644
520-507-2143

Dean Harguess
4401 W. Circle Hills Drive
Willcox, AZ 85643

520-384-6151

Closing

The family of Freeway Texaco appreciates the opportunity you've given to possibly become a vendor for the City of Willcox. We are enthusiastic to gear our business to the needs of our community. Any questions you may have, please do not hesitate to call.

Thank you for your time!

Sincerely,

A handwritten signature in black ink, appearing to read "Chad and Cissi Graves". The signature is written in a cursive style with a large, looping initial "C" for "Cissi".

Chad and Cissi Graves

Owners

520.444.5534

willcoxdtexaco@yahoo.com

CITY OF WILLCOX
Request for Council Action

Agenda Item: 16
Tab Number: 8

Meeting Date:
June 16, 2016

Action:
 Resolution
 Ordinance
 Other

Subject: Resolution 2016-12
Tentative Budget Adoption

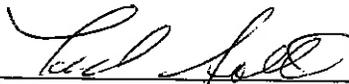
To: Mayor and City Council

From: Ted Soltis, City Manager

Discussion: Per Willcox Municipal Code 1.07.140.A.5 (City Manager, Powers and duties) the City Manager is to: "Prepare or cause to be prepared and submitted to him by each department, division, committee, board or service of the city government, itemized annual estimates of expenditures required by them for capital outlay, salaries, wages and miscellaneous operating costs; tabulate the same into a preliminary consolidated municipal budget; and submit the same to the city council annually on the date specified by the council, with his recommendations as to any increases, decreases, cancellations, transfers or changes in any of the items included in the preliminary budget."

Recommendation: Approve tentative budget.

Fiscal Impact: See budget.

Submitted by: 
Ted Soltis, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2016-12

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, ADOPTING THE TENTATIVE BUDGET OF THE CITY OF WILLCOX FOR FISCAL YEAR 2016-2017; AUTHORIZING AND DIRECTING PUBLICATION OF STATEMENTS AND SCHEDULES OF THE TENTATIVE BUDGET; AND SETTING THE DATES FOR PUBLIC HEARINGS ON THE BUDGET AND PROPERTY TAX LEVY BEFORE ADOPTION

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 **\$15,455,531** as presented herewith, accurately reflect the proposed Tentative Budget of the City of Willcox, Cochise County, Arizona for the Fiscal Year 2016-2017; 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.

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

SECTION 1: The estimates of expenses and revenues shown on the accompanying schedules in the amount of **\$15,455,531** are hereby adopted as the Tentative Budget of the City of Willcox, Cochise County, Arizona for the Fiscal Year 2016-2017.

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 7, 2016, as required by law.

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 16th day of June, 2016.

APPROVED/EXECUTED:

ROBERT A. IRVIN, Mayor

ATTEST:

APPROVED AS TO FORM:

VIRGINIA A. MEFFORD, City Clerk

ANN P. ROBERTS, City Attorney