

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 15TH DAY OF FEBRUARY 2018**

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

ROLL CALL - City Clerk Crystal Hadfield called the roll.

PRESENT

Mayor Michael J. Laws
Vice Mayor Terry Rowden
Councilman Timothy A. Bowlby
Councilwoman Rachel D. Garza
Councilman Robert A. Irvin
Councilman Elwood "Woody" A. Johnson
Councilman Gerald "Sam" Lindsey

STAFF

City Manager Ted Soltis
City Attorney Ann Roberts
Finance Director/City Clerk Crystal Hadfield

PLEDGE OF ALLEGIANCE TO THE FLAG - Led by Mayor Laws.

CALL TO THE PUBLIC – Rob Jones addressed the Council regarding great things happening around the City. Jones thanked the Mayor, Council, and City employees. Jones reminded everyone that this coming Monday, February 19th is the 50th anniversary celebration for Northern Cochise Community Hospital. Jones then suggested capitalizing on the wonderful sunsets in Willcox as a way to promote the City.

DECLARATION ON CONFLICT OF INTEREST - None

ADOPTION OF THE AGENDA

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

SECONDED: Councilmember Bowlby seconded the motion.

MOTION CARRIED

APPROVE THE JANUARY 18TH, 2018 COUNCIL MEETING MINUTES

MOTION: Councilmember Lindsey made a motion to approve the January 18, 2018 Council meeting minutes.

SECONDED: Vice Mayor Rowden seconded the motion.

MOTION CARRIED

FISCAL YEAR 2017 AUDIT REPORT: STEVE PALMER

Steve Palmer, from Hinton Burdick, presented the fiscal year 2017 audited financials. Palmer said that the City has an unmodified or "clean" opinion. Palmer went over the fund balances in the general fund and enterprise funds. Palmer answered questions and commented that it was his pleasure to oversee the City's audit and that the City has a great staff to work with. Councilmember Garza asked if they will get a copy of the audit. Finance Director Hadfield responded that it will be available online tomorrow.

2ND QUARTER FINANCIAL REPORT: CRYSTAL HADFIELD

Crystal Hadfield presented the second quarter financials for fiscal year 2018 by fund. Hadfield stated that by paying off debt, as reflected in her report, that we are putting the City in a good financial standing for the future. Hadfield commented that while it is not possible to create a report comparing financials to prior years, by looking at the audit and budget graphs, you can get an overall picture of the years prior compared to where we stand now. Hadfield answered questions from Council.

FIRE DEPARTMENT YEAR-IN-REVIEW: JOHN CROPPER

John Cropper gave the year-in-review for the Fire Department. He presented a PowerPoint with statistics. The PowerPoint showed pictures of fire responses for wildland, structure fires, and vehicle incidents. Cropper discussed community activities such as water days, open house, etc. Cropper showed progress pictures of the construction of the new fire truck. Cropper then answered questions from Council.

RESOLUTION 2018-01: A RESOLUTION AUTHORIZING PARTICIPATION IN THE SUBMISSION OF AN APPLICATION TO THE ASSISTANCE TO FIREFIGHTERS GRANT BY THE COCHISE COUNTY FIRE ASSOCIATION

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MOTION: Councilmember Bowlby made a motion to approve Resolution 2018-01.

SECONDED: Councilmember Garza seconded the motion.

DISCUSSION: Councilmember Lindsey asked if there was any cost involved. City Manager Soltis replied that it is paid for by wildland revenue, so no, there is no cost to us. Councilmember Bowlby asked for clarification that it is a grant for radios. Soltis replied that that is correct.

MOTION CARRIED

CITY MANAGER REPORT

- Soltis gave a brief update on the shooting that occurred earlier in the day. Soltis stated that there were no injuries; however, one of the vehicles sustained some damage.
- Soltis gave an update on the Keiller Park trail progress. We have a tentative completion date of May 23rd, 2018. We plan to have a party the Friday of completion similar to the last community/employee picnic. Due to donations/partnerships with Northern Cochise Community Hospital, Sulphur Springs Valley Electric, and Valley Telecom, of \$5,000.00 each, we are able to add an additional trail and exercise equipment. Soltis said that pull-up bars and stairs will be added. We will also be upgrading the restrooms to be handicap accessible adding a paved path to restrooms and mark handicap parking adjacent to the restrooms. Soltis thanked the donors for their generous contributions.
- Soltis said that the animal shelter is near completion. We are currently working on the venting. Upon completion, there will be a ribbon cutting ceremony. Soltis said that with donations and our partnership with the County, this project was made possible. The County assisted by putting in concrete padding and two new water coolers.
- Soltis reminded everyone that the Northern Cochise Community Hospital's 50th anniversary celebration is Monday.

COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS

Councilmember Lindsey congratulated Hadfield and the City for the audit report. Lindsey is happy to see the figures and is pleased to see the golf course is close to breaking even. Lindsey stated that it is great to be able to purchase capital to improve the City and it is a relief to be able to pay off debt.

Councilmember Irvin congratulated the police department for a job well done during the shooting incident.

Councilmember Bowlby reiterated Councilmember Irvin's congratulations to the police department.

Councilmember Garza attended a seminar this past weekend on tourism in Arizona. Garza congratulated the police department.

Vice Mayor Rowden said that she received a call from City Manager Soltis regarding the shooting incident and it was nice to be able to say that the police department had everything under control. Rowden said that the Economic Development Committee is doing a feasibility study on businesses in Willcox. Rowden said that it makes Council's job easier to say that the City is in a good position financially.

Mayor Laws congratulated staff on the audit. Laws said that the City has people wanting to come here and invest in the community and others who want to participate and partner in various ventures. Laws said that he recently had a tour of the park with City Manager Soltis and he is excited about the work being done. Laws said that he is glad to see the new fire truck coming. Laws thanked Simflo for sandblasting some equipment for the animal shelter. Laws said that he feels so lucky to live here in Willcox.

ADJOURN

MOTION: Councilmember Bowlby made a motion to adjourn the meeting with no further business at 7:26 p.m.

SECONDED: Councilmember Garza seconded the motion.

MOTION CARRIED

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 15th day of February 2018. I further certify that the meeting was duly called and held, and that a quorum was present.

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 15TH DAY OF FEBRUARY 2018**

Dated this 15th day of February 2018

City Clerk Crystal L. Hadfield

PASSED, APPROVED AND ADOPTED this 1st day of March 2018.

Mayor Michael J. Laws

ATTEST:

City Clerk Crystal L. Hadfield

CITY OF WILLCOX
Request for Council Action

Agenda Item: 8
Tab Number: 2

Meeting Date:

March 1, 2018

Action:

Resolution
 Ordinance
 Other

Subject: Resolution 2018-02 -
Sunsites Fire Department
Agreement

To: Mayor and City Council

From: Jose Rios, Police Chief

Discussion: The City of Willcox's Department of Public Safety serves as the dispatch for other agencies in Cochise County, in addition to the City of Willcox. Sunsites Fire Department provides emergency medical services as well as firefighting services to a large area in the northern half of Cochise County. Sunsites Fire Department is requesting dispatching services from the Willcox Department of Public Safety to enhance services in their area of responsibility which is just south of Willcox. As per the agreement, Sunsites Fire Department will pay the City of Willcox \$8,900 for one year of dispatching services provided to them by the Willcox Department of Public Safety.

Recommendation: Approve Resolution 2018-02.

Fiscal Impact: +\$8,900.00

Submitted by:


Jose Rios, Police Chief

Approved by:


Ted Soltis, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2018-02

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF
WILLCOX, COCHISE COUNTY, ARIZONA APPROVING A DISPATCH
SERVICES AGREEMENT WITH SUNSITES-PEARCE FIRE DISTRICT**

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

WHEREAS, Sunsites-Pearce Fire District desires to have the Willcox Police Department provide dispatch services; and

WHEREAS, the Mayor and Council of the City of Willcox, Cochise County, Arizona have determined that it is in the best interest of the City and its citizens to approve and adopt the Sunsites-Pearce Fire District Agreement.

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

Section 1: Approves and adopts the agreement with Sunsites-Pearce Fire District as set forth in Exhibit "A" attached hereto and by reference incorporated herein.

Section 2: The City Manager is authorized to execute and implement the provisions of the agreement.

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 1st day of March, 2018.

APPROVED/EXECUTED:

MICHAEL J. LAWS, Mayor

ATTEST:

APPROVED AS TO FORM:

CRYSTAL L. HADFIELD, City Clerk

ANN P. ROBERTS, City Attorney

Exhibit "A"

SUNSTITES-PEARCE FIRE DISTRICT DISPATCH AGREEMENT

This Agreement is entered into between the CITY OF WILLCOX, a municipal corporation, duly-incorporated under the laws of the State of Arizona, hereinafter referred to as "CITY", and SUNSTITES-PEARCE FIRE DISTRICT "DISTRICT", a duly organized fire district within Cochise County, State of Arizona, pursuant to A.R.S. §11-952, §48-805 and all other empowering statutes, as applicable.

1. The purpose of this Agreement is to establish the terms by which the "CITY" will provide dispatch service for SUNSTITES-PEARCE FIRE DISTRICT "DISTRICT".
2. DISTRICT agrees to maintain in full force and effect, during the duration of this Agreement, comprehensive general liability insurance coverage in the aggregate amount of two million dollars (\$2,000,000) per occurrence. The CITY shall be named as an additional insured of the aforementioned policy for the services performed within the scope of this Agreement, on a certificate of insurance acceptable to the CITY. The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this Agreement.
3. The CITY agrees to communicate with DISTRICT on a Federal Communications Commission approved emergency radio frequency and/or by telephone, in the conduct of the dispatch operations.
4. DISTRICT shall be responsible for providing the CITY with a radio frequency and the cost of installation on CITY equipment.
5. The CITY agrees to perform dispatching services to DISTRICT for the handling of service calls. Such services shall include non-emergency and emergency dispatching.
6. In exchange for the services/considerations contained herein, DISTRICT agrees to pay the CITY \$8,900.00. This amount will be paid in equal monthly payments for the term of the Agreement.
7. In the event either party deems the other to be in non-compliance with the terms of this Agreement, including any supplements or amendments hereto, said party shall notify the other, in writing, of the alleged non-compliance and demand appropriate remedial or corrective action within thirty (30) days after the date of said notice. If the non-complying party fails to initiate appropriate corrective action within thirty (30) days, the non-compliance shall be considered a material breach entitling the complaining party to declare a default and the Agreement of no further force and effect.
8. To the extent permitted by law, the DISTRICT agrees (as indemnitor) to indemnify, defend and hold harmless the CITY, its officials, officers, agents, and employees (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, resulting from DISTRICT'S actions, but only to the extent that such claims which result in vicarious or derivative liability to the CITY, are cause by the acts, omissions, negligence, misconduct or other fault of the DISTRICT, its officials, officer's, agents, employees and/or volunteers.

9. To the extent permitted by law, the CITY agrees (as indemnitor) to indemnify, defend and hold harmless the DISTRICT, its officials, officers, agents, employees and volunteers (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, resulting from CITY'S actions, but only to the extent that such claims which result in vicarious or derivative liability to the DISTRICT, are cause by the acts, omissions, negligence, misconduct or other fault of the CITY, its officials, officer's, agents and/or employees.
10. This Agreement shall be interpreted, construed, and governed according to the laws of the State of Arizona. In the event of litigation between the parties as a result of any terms of this Agreement, venue shall be deemed to be proper only in Cochise County, Arizona.
11. E-verify requirements: To the extent applicable under Ariz. Rev. Stat. §41-4401, DISTRICT warrants compliance, on behalf of itself and any and all subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. §23-214(A).
12. 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 late time.
13. 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 also comply with the provisions of A.R.S. §23-1022(E) by posting the necessary public notice. Each party shall procure and maintain insurance coverage including worker's compensation, comprehensive liability, personal injury, property damage, vehicle and general liability.
14. The CITY and the DISTRICT agree to the following miscellaneous provisions:
 - a) The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

- b) No modification, amendment, addition to or termination of Agreement, nor waiver of any of its provisions, shall be valid or enforceable unless in writing and signed by all of the parties, except as herein otherwise provided.
- c) Agreement shall be binding on the parties, their distributees, legal representatives, successors and permitted assigns. Agreement is personal to each of the parties, and neither party may assign nor delegate any of its rights or obligations hereunder except as provided in this Agreement.
- d) Any and all notices required or permitted to be given under Agreement will be sufficient if furnished in writing, sent by registered mail to the address listed in this Agreement.
- e) In the event that any one or more of the provisions contained in Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions hereof, and Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
- f) The Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter of the scope of work contained herein.
- g) Each party which is a signatory to Agreement has full authority to enter into this Agreement.

15. Addresses for the purpose of this contract:

City of Willcox
 Attn: City Manager
 101 S. Railroad Ave. Suite B
 Willcox, Arizona 85643
 (520) 384-4271 Fax: (520) 384-2590
 tsoltis@willcoxcity.org

Sunsites-Pearce Fire District
 Attn: Josh Steinberg, Fire Chief
 PO Box 507, 105 Tracy Road
 Pearce, AZ 85625
 (520) 826-3645 Fax (520) 826-3586
 jsteinberg@sunsitesfire.org

Changes in the respective contact person, contact address, or other contact information to which such notices may be directed may be made from time to time by either party by written notice to the other party in accordance with the provisions of this section.

16. Term: This Agreement shall be one (1) year beginning April 1, 2018. During the term, the Agreement may be terminated by either party with a thirty (30) day written notice.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 1st day of March, 2018.

APPROVED/EXECUTED
City of Willcox

By: _____
Michael J. Laws, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Crystal L. Hadfield, City Clerk

By: _____
Ann P. Roberts, City Attorney

APPROVED/EXECUTED
Sunsites-Pearce Fire District

By: _____
Josh Steinburg, Fire Chief