

**CITY OF WILLCOX  
REQUEST FOR COUNCIL ACTION**

Agenda Item 18  
Tab Number 11  
Date: 06/21/10

<u>Date Submitted:</u>	<u>Action:</u>	<u>Subject:</u>
June 15, 2010	<input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal <input checked="" type="checkbox"/> Consideration	REFUSE/SOLID WASTE VENDOR NOTICE OF RATE INCREASE PER COST OF LIVING INDEX

TO: MAYOR AND COUNCIL  
FROM: Finance Director Ruth Graham

**DISCUSSION:**

The City contracts with Waste Connections d/b/a Southwest Disposal for solid waste collection services. Southwest Disposal has been our contract service provider since prior to July 1, 2003. The 2003 contract was renewed on July 1, 2006 for a three-year period, and in June of 2009 the contract was further extended through June 30, 2011.

Pursuant to the current contract, "The Contractor shall be entitled to an annual increase in collection rates based upon increases (if any) in the Consumer Price Index-All Urban Consumer-U.S. City Average published by the U.S. Bureau of Labor Statistics using May 2006 as the base. Increases, if applicable, shall take effect each year the contract is in effect as of July 1, 2007." A copy of Southwest Disposal's letter is provided for your information.

The City's current refuse rates were established by Resolution No. 2005-13 on May 16, 2005. Since that time, as a cumulative effect of the annual increases the City has absorbed service rate increases totaling approximately 9%. The City also participates in the Cochise County Landfill. The landfill rates have increased incrementally by a cumulative total of approximately 18% since the City rates were set, from \$41.50 in FY04 up to \$49.00 in FY10. Another increase is anticipated in FY11.

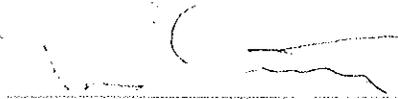
The increased costs have not been passed on to the City's customers. Prior to the rate change in 2005, the City was subsidizing the refuse collection enterprise. As of June 30, 2005, the net asset deficit due to the General Fund totaled \$(233,785). As of June 30, 2009, the net asset deficit due to the General Fund totaled \$(120,622). However, the rate of repayment is slowing and the utility has been unable to generate a reserve balance for operations. The absorbed rate increases have reduced the refuse enterprise's ability to further reduce and/or eliminate the balance due to the General Fund. Staff is preparing a refuse rate review and recommendation for the Council's consideration that will be presented in August, 2010.

Submitted by:



Ruth Graham, Finance Director

Approved by:



Pat McCourt, City Manager

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**SOUTHWEST  
DISPOSAL**

Received

JUN 3 2010

City of Willcox

June 1, 2010

City Manager Patrick McCourt  
City of Willcox  
101 S Railroad Avenue Suite B  
Willcox, AZ 85643

Dear Mr. McCourt and City of Willcox Trustees:

A special thanks to you and the City of Willcox Trustees for the privilege of serving your fine community with our waste collection service.

As per the contract, we request that our rates be adjusted and revised to reflect the increase in the Consumer Price Index from April 2009 (213.240) to April 2010 (218.009). This translates into a 2.2% increase on all current rates effective July 1, 2010.

In closing, let me add that we are committed to providing the City of Willcox legendary waste collection service, which promotes the ongoing health and welfare of your community. If you have any questions, please feel free to contact me at (575) 524-8482.

Sincerely,

A handwritten signature in black ink that reads "Roger Bristow". The signature is written in a cursive style.

Roger Bristow  
District Manager

/pli

att.

## United States: Consumer Price Index

Consumer Price Index, All Urban Consumers (CPI-U), Monthly Data - Not Seasonally Adjusted  
 All Items, U.S. City Average (Base Year is 1982-1984=100)

Month	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	Pct. Chg. Same Mo. 2009-2010
Jan	175.1	177.1	181.7	185.2	190.7	198.3	202.416	211.080	211.143	216.687	2.6%
Feb	175.8	177.8	183.1	186.2	191.8	198.7	203.499	211.693	212.193	216.741	2.1%
Mar	176.2	178.8	184.2	187.4	193.3	199.8	205.352	213.528	212.709	217.631	2.3%
Apr	176.9	179.8	183.8	188.0	194.6	201.5	206.686	214.823	213.240	218.009	2.2%
May	177.7	179.8	183.5	189.1	194.4	202.5	207.949	216.632	213.856	due 6/17	
Jun	178.0	179.9	183.7	189.7	194.5	202.9	208.352	218.815	215.693	due 7/16	
Jul	177.5	180.1	183.9	189.4	195.4	203.5	208.299	219.964	215.351	due 8/13	
Aug	177.5	180.7	184.6	189.5	196.4	203.9	207.917	219.086	215.834	due 9/17	
Sep	178.3	181.0	185.2	189.9	198.8	202.9	208.490	218.783	215.969	due 10/15	
Oct	177.7	181.3	185.0	190.9	199.2	201.8	208.936	216.573	216.177	due 11/17	
Nov	177.4	181.3	184.5	191.0	197.6	201.5	210.177	212.425	216.330	due 12/15	
Dec	176.7	180.9	184.3	190.3	196.8	201.8	210.036	210.228	215.949	due ~1/15	
Annual Average	177.1	179.9	184.0	188.9	195.3	201.6	207.342	215.303	214.537	due ~1/15	
Yr.-Yr. Pct. Chg.	2.8%	1.6%	2.3%	2.7%	3.4%	3.2%	2.8%	3.8%	-0.4%	due ~1/15	

Links of interest:

- BLS CPI web site
- CPI Frequently Asked Questions
- BLS Inflation Calculator

Source: U.S. Bureau of Labor Statistics.  
 Table prepared by: Bureau of Business and Economic Research, University of New Mexico.

Bureau of Business & Economic Research, UNM / bber@unm.edu  
 Last Revised: 5/19/10

**CITY OF WILLCOX  
REQUEST FOR COUNCIL ACTION**

Agenda Item: 19  
Tab Number: 12  
Date: 06-21-2010

**Date Submitted:**  
6-9-10

**Date Requested:**  
6-21-10

**Action:**  
 Resolution  
 Ordinance  
 Formal  
 Other

**Subject: Renewal of the  
Contract with WASA on  
providing Recreational  
Services for FY 2011**

**TO:** MAYOR AND COUNCIL

**FROM:** City Manager

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

Attached is the contract for your review. The summary of services (Section 3) has minor changes from the previous year.

The Contract provides that WASA may use the City Facilities (subject to availability) at a reduced or no cost upon City Council authorization (Section 4). Staff is recommending a blanket "No Cost" authorization be provided, since these are essentially City Activities being provided under contract.

**RECOMMENDATION:** Approve the contract and waiver of cost for use of City Facilities for provision of services.

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

Prepared by: Pat McCourt

Approved by:   
Pat McCourt, City Manager

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**RESOLUTION NO. 2010-63**

**A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING THE SERVICE CONTRACT FOR PURCHASE OF RECREATIONAL AND EDUCATIONAL SERVICES ["SERVICE CONTRACT"] BETWEEN THE CITY OF WILLCOX [CITY] AND WILLCOX AGAINST SUBSTANCE ABUSE ["WASA"] AND AUTHORIZING THE MAYOR TO EXECUTE THE THIS RESOLUTION, THE SERVICE CONTRACT AND DECLARING AN EMERGENCY TO EXIST.**

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

**WHEREAS**, the **CITY** and **WASA** have entered into Memorandums of Understanding [MOU] for several years that include services to the Youth of our community; and

**WHEREAS**, the **CITY** and **WASA** desire to extend and renew the Services Contract for the period up to June 30, 2011 as proposed in the contract; and

**WHEREAS**, the Mayor and Council desire to have this Resolution presented at the June 21, 2010 Council Meeting and have determined that approval of the Services Contract is in the best interest of the **CITY** and its residents; and

**WHEREAS**, it is necessary for the preservation of the peace, health, and safety of the City of Willcox, Cochise County, Arizona, that an emergency be declared to exist to assure timely implementation of contract youth services, and that this Resolution shall be effective immediately upon its passage and adoption.

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

Section 1: That approval of the WASA Service Contract is in the best interests of the City of Willcox and its residents

Section 2: That the **CITY** formally approves and authorizes the execution of this Resolution and the WASA Services Contract as presented.

Section 3: That the immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage by the City of Willcox, Cochise County, Arizona.

Section 4: That the Mayor is empowered to execute this Resolution and the WASA Service Contract as presented.

**PASSED AND ADOPTED** by the Council of the City of Willcox, Cochise County, Arizona, this \_\_\_\_ day of June, 2010.

APPROVED/EXECUTED:

\_\_\_\_\_  
MAYOR, GERALD W. LINDSEY

ATTEST:

\_\_\_\_\_  
City Clerk, Cristina G. Whelan, CMC

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, Hector M. Figueroa, Esq.

**RESOLUTION NO. 2010-63**



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

This Service Contract is made and entered into at Willcox, Arizona this \_\_\_\_ day of \_\_\_\_\_, 2010 by and between the **CITY OF WILLCOX**, a municipal corporation of the State of Arizona, hereinafter referred to as "**CITY**" and **WILLCOX AGAINST SUBSTANCE ABUSE**, a non-profit alliance, hereinafter referred to as "**WASA**".

### **WITNESSETH:**

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

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

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

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

### **Section 1. TERM**

The term of this contract shall extend to June 30, 2011 from the effective date of the contract unless sooner terminated pursuant to Section 13 below.

### **Section 2. PAYMENT:**

The City shall pay WASA for services rendered pursuant an Activity Plan, as set forth in Section 6, the annual sum of \$12,000.00 payable in equal monthly

installments. Payment shall be made by the City to WASA within thirty (30) days after the beginning date of the contract.

### **Section 3. SUMMARY OF SERVICES**

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

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

### **Section 4. LOCATION OF ACTIVITIES**

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

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

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

### **Section 5. INSURANCE MAINTAINED BY WASA**

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

### **Section 6. ACTIVITY PLAN**

WASA shall prepare and submit a written quarterly activity plan of scheduled activities and events for the upcoming quarter. Said plan shall give a detailed description of each event, location and fees charged and received. Quarterly activity plans shall be submitted no less that thirty (30) days before the beginning of each quarter to the City Manager, hereinafter referred to as

"ADMINISTRATOR"

for review and approval. WASA shall not conduct any activity under this contract unless and until it has been approved by the Administrator. The approval of the activity by the Administrator is not intended to, nor construed to be as constituting unqualified approval of all actions of WASA in the conduct of activity.

#### **Section 7. REPORTS**

WASA shall submit to the Administrator, monthly, a written report of activities, fees collected, and number of individuals participating in each activity. WASA shall also attend the monthly meeting of the City of Willcox Parks and Recreation Commission to report and discuss the quarterly activity plan. On or before September 30 of each year, WASA shall submit an annual report of the activities to Parks and Recreation Commission and events which it coordinated during the previous year, July 1 through June 30.

#### **Section 8. FACILITIES AND EQUIPMENT**

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

#### **Section 9. LICENSES AND PERMITS**

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

#### **Section 10. INFORMATION AND ENROLLMENT**

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

## **Section 11. INDEPENDENT CONTRACTOR**

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

## **Section 12. LIABILITY**

- (a) City assumes no liability for actions of WASA under this Contract. WASA agrees to fully indemnify and hold harmless the City any and all liability, loss, damage, cost or expense which City may sustain, incur or be required to pay as a result of any and all wrongful or negligent acts of WASA in the performance of its services and obligations under this Contract.
- (b) Prior to, or on the effective date of this Contract, WASA shall furnish City with written verification of the existence of the insurance policies as set forth above or a binding commitment from the insurance company to insure said policy within ten (10) working days from the effective date of this Contract. WASA understands and agrees that the existence of said policy or binder shall be a condition precedent to the commencement by it of services to be rendered under this Contract and that, should WASA fail to obtain said policy or binder by the effective date hereof, this Contract shall immediately terminate and be of no further force and effect, unless the City shall otherwise specify in writing.
- (c) In the event that any action, concerning terms of Contract, suit or proceeding is brought against WASA or the City, WASA or the City shall as soon thereafter as is practicable cause written notice thereof to be given to the other party to the Contract by certified mail.

## **Section 13. TERMINATION**

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

**Section 14. NOTICE**

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

City of Willcox	Willcox Against Substance Abuse
101 S. Railroad, Ste B	480 N. Bisbee
Willcox, AZ 85643	Willcox, AZ 85643

**Section 15. NON-ASSIGNABILITY**

The City and WASA understand that this Contract is an agreement for the organizational services of WASA with the City. The Contract is made by the City in reliance on WASA's personal skill and knowledge in the activities to be conducted, and as represented by WASA. WASA has agreed to perform the Contract in the reliance that the contracting party is and will remain the City. Accordingly, this Contract is non-assignable by either party.

**Section 16. MISCELLANEOUS**

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

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 2010.

CITY OF WILLCOX

WILLCOX AGAINST SUBSTANCE ABUSE

\_\_\_\_\_  
Mayor, Gerald W. Lindsey

\_\_\_\_\_  
Sally White, Coordinator

ATTEST:

City Clerk, Cristina G. Whelan, CMC

APPROVED AS TO FORM:

City Attorney, Hector Figueroa

### Section 3. SUMMARY OF SERVICES

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

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

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**CITY OF WILLCOX  
REQUEST FOR COUNCIL ACTION**

Agenda Item 20  
Tab Number 13  
Date: 06/21/10

<u>Date Submitted:</u>	<u>Action:</u>	<u>Subject:</u>
June 14, 2010	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal	Adoption of Tentative City Budget for the 2010-2011 Fiscal Year

TO: MAYOR AND COUNCIL  
FROM: Finance Director Ruth Graham

**DISCUSSION:**

The Mayor and Council of the City of Willcox have held a number of work sessions with regard to the City's 2010-2011 fiscal year budget. The Council has analyzed the estimated revenues and expenses for the operation of the City, as well as capital investment needs.

Staff recommends adoption of a tentative budget for the 2010-2011 fiscal year totaling \$32,121,512. The tentative budget covers all of the operations in any of the funds managed by the City, including the General Fund, the HURF (Streets) Fund, the Grant and Special Revenue funds, the Debt Service Fund, the Capital Improvements Fund, the Gas, Water, Sewer and Refuse Utilities, Magistrate Court trust fund, and the Firemen's Pension Fund. In addition to the operating needs of the City, this budget includes capital expenses for a gas regulator station at an estimated cost of \$3 million, as well as a wastewater treatment plant at an estimated cost of \$15 million. The budget also includes anticipated grant revenues and expenses.

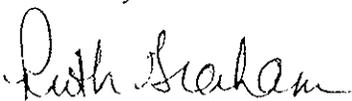
By State law, the total amount of the budget that is tentatively approved in June cannot be increased before final adoption in August. If changes are made after the tentative budget is approved, the overall amount can be reduced or maintained at the current level, but it cannot be increased.

**RECOMMENDATION:**

Motion to approve a Tentative Budget for the Fiscal Year 2010-2011 in the amount of \$32,121,512.

**FISCAL IMPACT: Budgeted revenues and expenditures of \$32,121,512.**

Submitted by:

  
\_\_\_\_\_  
Ruth Graham

  
\_\_\_\_\_  
Pat McCourt, City Manager

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CITY OF WILLCOX, COCHISE COUNTY, ARIZONA  
RESOLUTION NO: 2010-66

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, ADOPTING THE TENTATIVE BUDGET OF THE CITY OF WILLCOX FOR FISCAL YEAR 2010-2011, ADOPTING THE ESTIMATED AMOUNTS REQUIRED TO MEET THE PUBLIC EXPENSES AND THE ESTIMATED REVENUES, AUTHORIZING AND DIRECTING PUBLICATION OF STATEMENTS AND SCHEDULES OF THE TENTATIVE BUDGET AND DECLARING AN EMERGENCY TO EXIST**

**WHEREAS**, in accordance with the provisions of Title 42, A.R.S. §§ 42-17101, 42-17102, 42-17103 and 42-17104, the City Council did on June 21, 2010 make an estimate of the different amounts required to meet the public expenses for the ensuing year, also 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**, it appears that the sums to be raised by primary taxation do not, in the aggregate amount, exceed that amount as computed in Title 42, A.R.S. § 42-17102.A; and

**WHEREAS**, the Mayor and Council have conducted budget work sessions to discuss the budget estimated public expenses and estimated revenues in properly noticed public sessions; and

**WHEREAS**, 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 a notice of the public meeting of the City Council, for the purposes of conducting a public hearing 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 101 S Railroad Avenue, Willcox, Arizona between 8:00 A.M. and 4:00 P.M.

**THEREFORE BE IT RESOLVED**, that the said estimates of public expenses and said estimates of revenues shown on the accompanying schedules in the amount of \$ 32,121,512 are hereby adopted as the Tentative Budget of the City of Willcox, Cochise County, Arizona for the Fiscal Year 2010-2011.

**PASSED AND ADOPTED** by the Mayor and City Council this \_\_\_\_ day of June 2010.

**APPROVED/EXECUTED**

\_\_\_\_\_  
MAYOR, GERALD W. LINDSEY

ATTEST:

APPROVED AS TO FORM:

City Clerk, Cristina G. Whelan, CMC

City Attorney, Hector M. Figueroa, Esq.

**RESOLUTION NO. 2010-66**

**City of Willcox, Resolution No. 2010-66  
Proposed Budget for Fiscal Year 2010-2011**

Fund Name	7/1/10 Opening *Balance	FY11 Projected Revenue	Inter-fund Transfers		FY11 Projected Expenses	Projected 6/30/11 Bal	Change in End Balance	
			In	Out				
10 General Fund	\$ 1,893,750	\$ 2,966,036	A \$ 465,300	B \$ 24,884	\$ 4,303,788	996,414	\$ (897,336)	
15 HURF Shared Rev	\$ 59,978	\$ 1,150,982		B \$ 63,382	\$ 1,087,600	59,978	\$ -	
16 Grants	\$ 148,267	\$ 2,470,842	B \$ 88,266	C \$ 90,000	\$ 2,469,108	148,267	\$ -	
17 Special Rev Grants	\$ 106,301	\$ 22,405			\$ 128,706	-	\$ (106,301)	
20 Debt Service	\$ 159,682	\$ 156,639	D \$ 6,000		\$ 162,639	159,682	\$ -	
21 Capital Improv	\$ 80,238	\$ -	C \$ 90,000		\$ 207,149	(36,911)	\$ (117,149)	
50 Gas Bonds/Capital	\$ 902,863	\$ 1,172,000		A \$ 145,200	\$ 1,094,379	835,284	\$ (67,579)	
		\$ 3,000,000			\$ 3,000,000			
51 Water Bonds/Capital	\$ 1,241,400	\$ 785,000		A \$ 181,500	\$ 714,061	1,124,839	\$ (116,561)	
		\$ 2,125,116		D \$ 6,000	\$ 2,125,116			
52 Sewer Bonds/Capital	\$ 628,411	\$ 701,000		A \$ 85,800	\$ 615,200	\$ 628,411	\$ -	
		\$ 15,000,000			\$ 15,000,000			
53 Refuse Due to Gen Fund	\$ 37,983	\$ 575,000		A \$ 52,800	\$ 522,200	\$ 37,983	\$ -	
		(120,622)			\$ (120,622)			
61 Magistrate Court Trust Fund	\$ 14,348	\$ 35,000			\$ 35,000	\$ 14,348	\$ -	
72 Firemen's Pension Fund	\$ 215,563	\$ 7,000			\$ 7,000	\$ 215,563	\$ -	
	\$ 5,368,162	\$ 30,167,020	\$ 649,566	\$ 649,566	\$ 31,471,946	\$ 4,063,236	\$ (1,304,926)	
<b>Fiscal Year 10-11 Tentative Operating Budget Total</b>								<b>\$ 32,121,512</b>
<ul style="list-style-type: none"> <li>A Utilities transfers to Gen Fund</li> <li>B Grant Match: Sr. Center \$23,750 (10-403-9700), EECBG \$1,134 (10-457-9734) Streets to Ft. Grant (\$33,382) and Fed Stimulus (\$30,000) Grant Match</li> <li>C Anticipated USDA Grant funds designated for Library construction</li> <li>D General Obligation Bond debt funded by Water revenues</li> </ul>								

**City of Willcox Fiscal Year 2009-2010  
Projected Annual Revenues, Expenses and Fund Balances**

Fund Number	Fund Name	7/1/09 Opening Balance	Projected Totals for the Year 2009-2010			Ending Balance	Change in Ending Balance
			Revenues	Inter-fund Transfers	Expenses		
			In	Out			
10	General Fund	\$ 2,157,919	A \$ 465,300	B \$ 11,255	\$ 3,871,426	\$ 1,893,750	\$ (264,169)
15	HURF Hwy User Rev Fund	\$ 274,733		B \$ 50,665 C \$ 31,710	\$ 1,058,497	\$ 59,978	\$ (214,755)
16	Grants	\$ 152,847	C \$ 31,710		\$ 398,291	\$ 148,267	\$ (4,580)
17	Special Rev Grants	\$ 99,928			\$ 27,126	\$ 94,232	\$ (5,696)
20	Debt Service	\$ 159,682			\$ 158,196	\$ 159,682	\$ -
21	Capital Improv	\$ 213,905	D \$ 5,150		\$ 226,213	\$ 80,238	\$ (133,667)
50	Gas - Operating	\$ 890,971		A \$ 145,200	\$ 847,947	\$ 902,863	\$ 11,892
51	Water	\$ 1,086,368		A \$ 181,500 D \$ 5,150	\$ 407,354	\$ 1,241,400	\$ 149,882
52	Sewer	\$ 461,930		A \$ 85,800	\$ 523,186	\$ 628,411	\$ 166,481
53	Refuse Due to Gen Fund	\$ 3,555 (120,622)		A \$ 52,800	\$ 480,389	\$ 37,983 (120,622)	\$ 34,428
61	Magistrate Court Trust Fund	\$ 12,859		E	\$ 49,015	\$ 14,348	\$ 1,489
72	Firemen's Pension Trust Fund	\$ 212,409		F	\$ 2,986	\$ 215,563	\$ 3,154
		\$ 5,606,484	\$ 7,795,084	\$ 564,080	\$ 8,050,625	\$ 5,356,093	\$ (255,541)

**A** Utilities transfers to Gen Fund  
**B** Gen Fund \$11,255--\$6,000 from bldg demolition & \$5,255 from Library contingency  
**C** Streets to Capital Projects \$50,665; Arizona Ave project. Total transfers \$61,920.  
**D** Streets to Ft. Grant project \$31,710 (15-453-9734)  
**E** Water GO Bond funds payment transferred from Water to Debt Service  
**F** Trust balance reduced by retirement of surety bonds outstanding at 6/30/2008  
 Year-end revenues of \$3,500 are anticipated from the State Pension Plan.

**CITY OF WILLCOX  
REQUEST FOR COUNCIL ACTION**

Agenda Item:   21    
Tab Number:   14    
Date: 06-21-2010

<b>Date Submitted:</b> 06-14-2010
<b>Date Requested:</b> 06-21-2010

<b>Action:</b> <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal <input type="checkbox"/> Other
---

<b>Subject: Discussion/Decision regarding the Basic Service Contract between the City and SEAGO for the purpose of implementing the SFY 2010-11 Contract</b>
--

**TO:           MAYOR AND COUNCIL**

**FROM:        City Manager**

**DISCUSSION:** This is the City's agreement with SEAGO for Basic Services. The City's share of the total assessment is \$1,140; this is down slightly from last year. Under Section V of the agreement the City is asked to choose a payment method; either semi annually or quarterly. Seago has recommended semi annually, staff has no objections. The work plan is available in the City Clerk's office for review.

**RECOMMENDATION:** Approve the Basic Service Contract and select semi annual payments

**FISCAL IMPACT: \$1,140.00 General Fund Mayor and Council Budget FY 2011**

Prepared by: Patrick McCourt

Approved by:   
Pat McCourt, City Manager

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**RESOLUTION NO. 2010-67**

**A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING AND ADOPTING THE BASIC SERVICE CONTRACT BETWEEN THE CITY OF WILLCOX ["CITY"] AND THE SOUTHEASTERN ARIZONA GOVERNMENTS ORGANIZATION ["SEAGO"] FOR THE PURPOSE OF IMPLEMENTING THE SFY 2010-2011 CONTRACT AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST**

**WHEREAS**, the CITY is authorized pursuant to A.R.S. §§ 9-240 and 9-276, to receive and distribute state and local monies which can be used for local planning and technical assistance as provided by SEAGO; and

**WHEREAS**, the CITY and SEAGO have had a long standing relationship along with other cities and towns in Cochise County for planning and technical assistance; and

**WHEREAS**, the CITY and SEAGO entered into similar Basic Service Contracts for SFY 2001-2002; SFY 2002-2003; SFY 2003-2004; SFY 2004-2005; SFY 2005-2006; SFY 2006-2007; SFY 2007-2008; SFY 2008-2009; SFY 2009-2010; and

**WHEREAS**, the Mayor and Council desire to have this Resolution presented at the next Council Meeting and have determined that approval of the SFY 201-2011 Basic Service Contract is in the best interest of the CITY and its residents; and

**WHEREAS**, it is necessary for the preservation of the peace, health, and safety of the City of Willcox, Cochise County, Arizona, that an emergency be declared to exist to assure timely execution of the Contract for the effective date of July 1, 2010, and that this Resolution shall be effective immediately upon its passage and adoption.

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

Section 1: That approval of the SFY 2010-2011 Basic Service Contract, as described above, is in the best interests of the residents of the City of Willcox.

Section 2: That the CITY formally approves and adopts the SFY 2009-2010 Basic Service Contract, by reference as if set forth herein in full.

Section 3: That the immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, an emergency is hereby declared to

exist, and this Resolution shall be in full force and effect from and after its passage by the City of Willcox, Cochise County, Arizona.

Section 4: That the Mayor is authorized and empowered to execute this Resolution for the purpose of approving and adopting the SFY 2010-2011 Contract and is authorized to execute the Contract documents on behalf of the CITY.

**PASSED AND ADOPTED** by the Mayor and Council of the City of Willcox, Cochise County, Arizona, this \_\_\_\_ day of June 2010.

**APPROVED/EXECUTED:**

\_\_\_\_\_  
MAYOR, GERALD W. LINDSEY

**ATTEST:**

\_\_\_\_\_  
City Clerk, Cristina G. Whelan, CMC

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney, Hector M. Figueroa, Esq.

**RESOLUTION NO. 2010-67**



SouthEastern Arizona Governments Organization

Serving our member governments and their constituents since 1972

SEAGO  
Member Entities

June 8, 2010

- Cochise County
- Benson
- Bisbee
- Douglas
- Huachuca City
- Sierra Vista
- Tombstone
- Willcox
- Graham County
- Pima
- Safford
- San Carlos
- Apache Tribe
- Thatcher
- Greenlee County
- Clifton
- Duncan
- Santa Cruz County
- Nogales
- Patagonia

Patrick McCourt, Manager  
City of Willcox  
101 S. Railroad Avenue, Suite B  
Willcox, AZ 85543

Received

JUN 14 2010

Dear Mr. McCourt:

*Pat*

On May 14, 2010, the Executive Board of the SouthEastern Arizona Governments Organization approved the SFY 2010-2011 agency budget, assessment, and work program. The total assessment for the region is \$68,577 and is allocated on a per capita basis as in past years, which is based on the latest available population estimates. This includes \$4,827 for SEAGO's membership in the Rural Transportation Advisory Council.

Enclosed for your execution is the Basic Service Contract with SEAGO. Please note that under Article V, you need to select a quarterly or semiannual payment schedule. Your choice of the semiannual schedule will be very helpful for management of SEAGO's cash flow, and we will be very appreciative if you choose to select it.

Attached to your contract is the entire work program and budget as approved by the Executive Board. This provides a brief description of the programs and activities for SFY 2010-2011.

Please secure the appropriate signatures on both contracts. Keep the copy with the work program for your files. Return the other signed copy to SEAGO. Should you have any questions, please contact me directly.

Sincerely,

Randy Heiss  
Executive Director

SEAGO Office  
Administration  
CDBG  
Economic Dev.  
Housing  
Transportation

118 Arizona Street  
Bisbee, AZ 85603  
520-432-5301  
520-432-5858 Fax  
Housing Fax  
520-432-2646

Area Agency on  
Aging/Pathways  
Office

300 Collins Road  
Bisbee, AZ 85603  
520-432-5301  
520-432-9168 Fax

YU

Enclosures (2)



**BASIC SERVICE CONTRACT**

**SFY 2010-2011 ASSESSMENT**

THIS CONTRACT, made and entered into as of this 1st day of July 2010, by and between the SouthEastern Arizona Governments Organization (SEAGO), 118 Arizona Street, Bisbee, Arizona 85603, hereinafter called the CONTRACTOR, and the City of Willcox, 101 South Railroad Avenue, Suite B, ~~West Valley,~~ Willcox, Arizona 85643, hereinafter called the CITY.

**WITNESSETH:**

WHEREAS, the CITY is in receipt of state and local monies which can be used for local planning and technical assistance at a regional level; and

WHEREAS, the CITY is in need of planning and technical assistance for such regional planning and technical assistance; and

WHEREAS, the CONTRACTOR is agreeable to providing such planning and technical assistance; and

WHEREAS, the CITY is agreeable to purchase said planning and technical assistance;

NOW THEREFORE, the parties do mutually agree as follows:

**ARTICLE I - SCOPE OF WORK**

- A. The CONTRACTOR agrees that it will implement, on behalf of the entity, in all respects, the regional programs outlined in the attached letter.
- B. The CONTRACTOR agrees to make no changes in the letter herein described except as may be necessary and appropriate due to mandates from the federal or state government as it affects regional activities.

**ARTICLE II - PERSONNEL**

The CONTRACTOR represents that it has, or will acquire, all of the qualified personnel required to perform this Contract; however, the CITY reserves the right to assign any individual to assist in implementing the programs outlined in the letter, compensation to said individual(s) to be provided by the CITY.

**ARTICLE III - LENGTH OF CONTRACT**

The term of this Basic Service Contract shall be from July 1, 2010 through June 30, 2011.

#### ARTICLE IV - REPORTS

Progress Reports:

In order that the CITY may adequately evaluate the progress of this Contract, the CONTRACTOR agrees to make periodic Progress Reports to the Administrative Council and Executive Board members representing the CITY at a regularly scheduled meeting during the contract year. The reports shall be written and shall contain a description of work accomplished to date, and such other information as may be of assistance to the CITY in its evaluation.

#### ARTICLE V - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the CONTRACTOR'S regional planning and technical assistance required to be performed under the terms of this Contract, and in compliance with other Contract requirements herein stated, the CITY shall pay the CONTRACTOR a sum not to exceed One Thousand One Hundred Forty and .00/100 (\$1,140.00).
- B. The CITY shall pay said monies to the CONTRACTOR in the manner set forth below:
  - 1. Semiannual assessment fee to be paid no later than 10 days after July 1, 2010.
  - 2. The remaining payment to be made no later than 10 days after January 1, 2011.
- C. The CITY shall pay said monies to the CONTRACTOR in the manner set forth below:
  - 1. First quarter assessment fee to be paid no later than 10 days after July 1, 2010.
  - 2. The remaining three subsequent quarterly payments to be made no later than 10 days after the first of the months of October 2010, January 2011, and April 2011.
- D. The funds specified in Paragraph A of this Article V shall constitute full and complete payment of monies to be received by the CONTRACTOR from the CITY for the purposes designated in the attached letter including preparation and submission of all data and reports called for in Article IV.

#### ARTICLE VI - MODIFICATION AND TERMINATION

- A. Either party to the Contract, by thirty (30) days written notice, shall have the right to terminate this Contract. In the event of such termination, an equitable settlement shall be negotiated on a prorated basis to compensate the CONTRACTOR for the actual costs incurred.
- B. Pursuant to A.R.S. Section 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this contract is subject to cancellation by the City of Willcox or its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or its departments or agencies 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 part of the contract with respect to the subject matter of the contract.

- C. The CITY also reserves the right to modify any and all terms and conditions of this Contract, as necessary, by mutual written agreement between the CONTRACTOR and duly appointed representatives for the CITY.

#### **ARTICLE VII - COMPLIANCE WITH CIVIL RIGHTS ACT**

The CONTRACTOR agrees to comply with provisions of the Civil Rights Act of 1964, as amended.

#### **ARTICLE VIII - RETENTION OF RECORDS**

The CONTRACTOR and the CITY shall make available to each other all financial and administrative records with respect to matters covered by this agreement at any time during normal business hours and as often as necessary.

#### **ARTICLE IX - AUDIT**

- A. The CITY and its duly authorized representatives shall have access, for the purpose of audit and examination, to any books, documents, papers and records of the CONTRACTOR which are pertinent to this Contract and which will facilitate an effective audit.
- B. The CONTRACTOR shall maintain accounting records for any and all monies paid to the CONTRACTOR by the CITY under the terms of the Contract.
- C. The CONTRACTOR shall maintain a time sheet system for payroll expenditures which use monies paid to the CONTRACTOR by the CITY under the terms of this Contract. Such time sheets shall indicate, briefly, the work the employee is performing. The CONTRACTOR shall also maintain a salary schedule of employees engaged in work under terms of this Contract.

#### **ARTICLE X - HOLD HARMLESS**

The CONTRACTOR agrees to defend, indemnify and hold harmless the CITY from liability of any nature or kind, including costs and expenses, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or property by virtue of performance of this Contract.

#### **ARTICLE XI - INTERESTS OF THE CONTRACTOR**

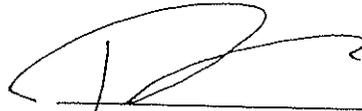
The CONTRACTOR covenants that it has no pecuniary interest, and shall not acquire any pecuniary interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that in the performance of this Contract, no persons having any known interest shall be employed, without full disclosure of any conflict of interest or possible conflict of interest to the Administrative Council and Executive Board.

**ARTICLE XII - OFFICIAL NOT TO BENEFIT**

No member of, or delegates to, the Congress of the United States of America, and no public official, shall be admitted to any share or part hereof, or to any pecuniary benefit to arise herefrom.

IN WITNESS WHEREOF, the CONTRACTOR and the CITY do hereby execute this Contract as of the date first above written.

\_\_\_\_\_  
GERALD W. LINDSEY, MAYOR  
CITY OF WILLCOX



\_\_\_\_\_  
RANDY HEISS, EXECUTIVE DIRECTOR  
SOUTHEASTERN ARIZONA  
GOVERNMENTS ORGANIZATION

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
HECTOR M. FIGUEROA, ATTORNEY



**SOUTHEASTERN ARIZONA GOVERNMENTS  
ORGANIZATION**

**WORK PROGRAM, BUDGET,**

**AND**

**ASSESSMENT SCHEDULE**

**JULY 1, 2010-JUNE 30, 2011**

**SEAGO WORK PROGRAM  
SFY 2010-2011**

**ELEMENT:** ADMINISTRATION

**GOAL:** To provide for the efficient and responsible implementation of the agency's work program. To operate the accounting and fiscal system in accordance with the fiscal policies adopted by the SEAGO Executive Board and guidelines of appropriate state and federal agencies.

- OBJECTIVES:**
1. Keep Personnel Policies up to date.
  2. Keep procurement procedures up to date.
  3. Oversee the integration of SEAGO's employee retirement program into the Arizona State Retirement System.
  4. Provide efficient oversight of operational, fiscal, and programmatic responsibilities of the agency.

**FUNDING SOURCE:** Indirect Cost Allocation Pool

**ESTIMATED FUNDING:** \$197,881

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**ELEMENT:** AGENCY RESPONSE

**GOAL:** To provide locally raised funds to support the operations of the agency.

- USES OF FUNDS:**
1. Matching funds for EDA Work Program (\$25,714).
  2. Develop and implement SEAGO's Method of Distribution (MOD) for the CDBG Program.
  3. Examine alternative publications, which provide information on activities in the federal government (legislation, administrative rules, grant funds).
  4. Work with ADOT in the Long Range Transportation Planning process.
  5. Develop and implement process for informing membership of important actions on the state and federal level outside of the normal SEAGO Administrative Council and Executive Board meeting cycle.

**AGENCY RESPONSE CONT.**

6. Represent the region in the development of new state and federal policy initiatives.
7. Monitor state and federal legislative and administrative activities to identify those areas of import to SEAGO's member entities and provide input to these developments on the members' behalf.
8. Membership dues for Rural Transportation Advocacy Committee, RTAC.

**FUNDING SOURCE:** Assessment (Membership) Dues

**ESTIMATED FUNDING:** \$ 63,750.00 Assessment  
\$ 14,000.00 Transfer from Fund Balance  
(\$ 30,009.00) Transfer for Matching Funds (EDA)  
(\$ 4,827.00) RTAC Membership

**TOTAL BUDGET:** \$ 42,914.00

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**ELEMENT:** TRANSPORTATION PLANNING PROGRAM

**GOAL:** To provide transportation planning for the SEAGO region.

- OBJECTIVES:**
1. Maintain a cooperative and informative transportation planning region by:
    - a. Facilitate and staff the Transportation Advisory Committee.
    - b. Keep the TAC and member entities apprised of any/all transportation events and information.
    - c. Continue to develop and refine policy planning guidelines for the region through coordination with all SEAGO member entities and ADOT.

2. Identify, update, and prioritize transportation improvement projects.

Maintain SEAGO's Financially Constrained Ledger.

3. Work with ADOT and local agencies to develop the Regional Five-Year Construction Program for Federal Aid projects, and provide input into the State Highway Five-Year Construction Program. Project categories include:
  - a. Surface Transportation Program (STP) projects.
  - b. Bridge Replacement and Rehabilitation (BR) projects.

## TRANSPORTATION CONT.

- c. Hazard Elimination and Safety (HES) projects.
  - d. Highway Safety Improvement Projects (HSIP)
  - e. Transportation Enhancement (TE) projects.
  - f. Other funds available for projects.
4. Provide technical assistance to member entities for all categories of Federal Aid projects, and monitor progress to assist in timely implementation.
5. Provide assistance for member entities to develop a regional roadway inventory to update the state database. Assist all SEAGO entities in providing required Highway Performance Management System data to ADOT.
  - a. Review and update the functional classification system of roads in the region.
  - b. Ensure member entities submit their HPMS information on time.
6. Assist all SEAGO entities in completion of their local transportation assistance fund (LTAF II) applications, on a timely basis, should funds be available.
7. Provide coordinated planning, and participation opportunities for the FTA regional transit programs, i.e., Section 5310/5311/5316/5317 by:
  - a. Facilitating training for transit providers in the region.
  - b. Facilitate coordination meetings throughout the region to provide updated information to SEAGO's Regional Transportation Coordination Plan.
  - c. Facilitate meetings with transit providers to develop and implement coordination activities.
8. Work with Council for Technical Solutions (CTS) to develop accurate annual regional population estimates and projections.
9. Collect and submit member entities population information to Department of Commerce by due dates:
  - a. Building Permits
  - b. Annexations
  - c. Group Quarters
  - d. And other data as needed

**TRANSPORTATION CONT.**

10. Follow federal efforts toward transportation funding reauthorization, and report to SEAGO's member entities on those efforts, through the TAC and regional council meetings.

**FUNDING SOURCE:** Arizona Department of Transportation

<b>ESTIMATED FUNDING:</b>	\$125,000	SPR
	\$ 3,000	Transfer from Fund Balance
	(\$11,262)	RTAC Membership
	\$ 10,000	ADOT 5310
	\$ 20,000	ADOT 5311
	\$ 8,000	ADOT 5316
	<u>\$ 4,000</u>	ADOT 5317
<b>TOTAL BUDGET:</b>	\$158,738	

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**ELEMENT:** ENVIRONMENTAL PLANNING

**GOAL:** To provide a forum for environmental planning in the region with special emphasis on water/wastewater compliance.

- OBJECTIVES:**
1. Update the region's area wide water quality plan as needed.
  2. Assist SEAGO entities in the preparation of Section 208, Areawide Water Quality Management Plan amendments.
  3. Facilitate integration of the watershed approach to existing 208 facilities.
  4. Summarize pertinent environmental rules and regulations and assess impact on region.
  5. Staff and moderate the Environmental Review Committee.
  6. Provide technical assistance in addressing water and wastewater system concerns.
  7. Provide assistance through educational outreach activities related to support local watershed management efforts.
  8. Assist in developing and maintaining community based watershed management efforts by attending meetings, workshops, and working sessions.
  9. Coordinate with participating agencies, entities, and stakeholders to define responsibilities on shared watersheds.

**ENVIRONMENTAL CONT.**

10. Assist in the development of air quality plans for Douglas, Cochise County, Nogales, and Santa Cruz County.

**FUNDING SOURCE:** Arizona Department of Environmental Quality (ADEQ)

**ESTIMATED FUNDING:** \$6,716

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**ELEMENT:** **AREA AGENCY ON AGING ADMINISTRATION**

**GOAL:** To plan, coordinate, and advocate for the development of a comprehensive, coordinated service delivery system to meet the needs of the elderly, with special attention given to those elderly in greatest economic or social need.

- OBJECTIVES:**
1. Administer a multi-year Area Plan that specifies activities to be undertaken by the Area Agency to enhance service delivery to the elderly.
  2. Administer, monitor contracts, and provide technical assistance, and training to agencies providing the services identified in the Area Plan. Review RFP package and procedures governing renewal/non-renewal of contracts.
  3. To monitor regulatory and legislative changes affecting older Americans, with special attention to Medicare.
  4. To maintain and staff the Advisory Council on Aging.
  5. To oversee a network of services in support of family and unpaid caregivers.

**FUNDING SOURCE:** DES/DAAS

**ESTIMATED FUNDING:** \$244,623 DES/DAAS

---

**ELEMENT:** **MEDICARE AND HEALTH INSURANCE COUNSELING**

**GOAL:** To provide a central source of information and education about Medicare and health insurance available to older persons.

- OBJECTIVES:**
1. Implement an outreach strategy to find Medicare beneficiaries who are eligible for Low Income Subsidies.
  2. Schedule one-on-one counseling throughout the region on a regular basis.

3. Conduct workshops about Medicare.
4. Assist individuals to enroll in prescription drug plans.

**FUNDING SOURCE:** DES/DAAS

**ESTIMATED FUNDING:** \$ 56,477 DES/DAAS

---

**ELEMENT:** LONG TERM CARE OMBUDSMAN/ADVOCACY

**GOAL:** To recruit, train, and supervise volunteer ombudsmen placed in licensed nursing homes and assisted living facilities in the Bisbee-Douglas-Sierra Vista area.

- OBJECTIVES:**
1. Provide ombudsman services directly in part of the region by employing a part-time coordinator.
  2. Maintain updated list of assisted living homes/centers and nursing homes.
  3. Recruit and place volunteer ombudsmen in the facilities that do not have coverage.

**FUNDING SOURCE:** DES/DAAS

**ESTIMATED FUNDING:** \$30,345 DES  
\$12,000 In-kind

---

**ELEMENT:** HEALTH PROMOTION, DISEASE PREVENTION AND MEDICATION MANAGEMENT

**GOAL:** To establish evidence based disease programs, including a Matter of Balance (MOB) and Stanford's Chronic Disease Self Management Program (CDSMP).

To increase medication compliance among older persons.

- OBJECTIVES:**
1. Provide classes using the MOB and CDSMP programs in all four counties.
  2. Recruit and train coaches to order to provide classes throughout the four counties cost effectively.
  3. Organize training events in order to improve medication management among older persons.

**FUNDING SOURCE:** DES/DAAS

HEALTH PROMOTION, DISEASE PREVENTION AND MEDICATION MGMT. CONT.

ESTIMATED FUNDING: \$19,819 DES

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**ELEMENT:** HOUSING

**GOAL:** To provide for implementation/administration of HOME and Housing Trust Fund project funded activities through contract with local governments, provide housing counseling services throughout the region, and to provide Homeownership assistance throughout the region.

- OBJECTIVES:**
1. Operate the Your Way Home AZ and Mortgage Credit Certificate Plus (MCC PLUS) programs throughout the region.
  2. Facilitate the development of housing programs in the region.
  3. Provide housing counseling services under contracts with Arizona Department of Housing and HUD.
  4. Provide Foreclosure Intervention counseling.
  5. Explore enhanced role for Your Way Home AZ and MCC PLUS programs in coordination with USDA Rural Homeownership programs.
  6. Continue administration of Regional Homebuyers program.

**FUNDING SOURCE:** ADOH contract for Your Way Home AZ and MCC PLUS administration, HUD Housing Counseling Contract.

**ESTIMATED FUNDING:** \$181,150 ADOH Contract  
\$ 30,488 HUD Contract  
\$ 23,000 Deferred Revenue from FY 10

**TOTAL BUDGET:** \$234,638

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**ELEMENT:** ECONOMIC DEVELOPMENT DISTRICT (EDD)  
PLANNING

**GOAL:** To enhance regional economic development efforts in SEAGO's four-county region and foster long-range and regional planning efforts. Support regional economic development projects that lead to the creation and/or retention of full-time, permanent jobs and provide technical assistance and planning services to member entities.

## EDD PLANNING CONT.

### OBJECTIVES:

1. Provide technical assistance in project development, research and economic development programs and distribute information on financing opportunities for infrastructure projects.
2. Assist in the expansion/retention and attraction/development of local businesses by making financing information available, surveying businesses to determine local needs, developing relationships with local entities and supporting such entities in comprehending local community assets available to industry.
3. Disseminate legislative information impacting the SEAGO region, locally, statewide, and nationwide. Arrange group informational sessions in order to educate SEAGO's Board of Directors and Administrative Council on EDA funding opportunities and regional economic development projects.
4. Coordinate with the Department of Commerce to define the elements of each community in the region and its capacity for various economic development activities.
5. Work to improve the skills necessary to use appropriate, modern technology; determine current capabilities and projected demand; explore new possibilities for communities to utilize technology to an economic advantage.
6. Provide demographic and geographical data, innovative ideas and technical assistance in enhancing tourism in the region.
7. Distribute agricultural research data and provide access to agricultural resources by utilizing educational institutions and local knowledge. Attend meetings on water utilization issues regarding growth.
8. Support and assist border business resource centers to promote the creation of new businesses that operate locally, regionally, and globally.
9. Provide updates as needed to the regional Comprehensive Economic Development Strategy (CEDS).
10. Provide direct assistance to member entities in project development and design, procurement, contracting, environmental, labor standards, construction management, and other areas necessary to ensure compliance in the design and implementation of EDA funded projects.

**EDD PLANNING CONT.**

**FUNDING SOURCE:** Economic Development Administration, Assessment Dues

**ESTIMATED FUNDING:** \$70,189 EDA  
\$30,009 Assessment Dues

**TOTAL BUDGET:** \$100,198

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**ELEMENT:** **ARIZONA CDBG REGIONAL COMPREHENSIVE PLANNING**

**GOAL:** To develop and implement SEAGO's Regional Funding Strategy for allocation of Community Development Block Grant (CDBG) funds (Regional Account). Associated tasks include the providing of assistance to prospective CDBG applicants in the development of projects and preparation of applications for funding from the State of Arizona's non-entitlement CDBG Program (SEAGO Regional Account).

- OBJECTIVES:**
1. Increase local entities' capacity to successfully identify, apply for, and receive funding for CDBG projects.
  2. Increase local entities' awareness of regulatory and compliance issues for all project activities and to respond accordingly.
  3. Assist in streamlining program procedures at the state CDBG level.

**FUNDING SOURCE:** Technical Assistance Application for Preparation (TAAP) fees assessed to grantees that are awarded Regional CDBG grants.

**ESTIMATED FUNDING:** \$10,000 CDBG 1 Percent  
\$18,000 TAAP Fees

**TOTAL BUDGET:** \$28,000

---

**ELEMENT:** **LOCAL ADMINISTRATION OF CDBG FUNDED PROJECT ACTIVITIES**

**GOAL:** To provide for implementation/administration of CDBG funded project activities through contracts to local governments and to complete prior funding year projects now in progress.

- OBJECTIVES:**
1. Assist local entities to implement and complete CDBG projects in a timely and compliant manner.
  2. Assist local entities in interpreting and understanding new policy and compliance directives from the state CDBG Program.

**LOCAL CDBG CONT.**

**FUNDING SOURCE:** Local governments (CDBG project funds allocated for administration activities).

**ESTIMATED FUNDING:** \$163,000 \*

\*Actual funds may differ since each contract is negotiated separately throughout the year.

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**ELEMENT: PATHWAYS OUT OF POVERTY PROGRAM**

**GOAL:** To enhance regional economic growth and individual prosperity by providing funding for education, training, and supportive services to displaced and disadvantaged workers and placing participants into employment within the Building Performance, HVAC, Solar and Wind industries, and by providing a source of job-ready employees, on-the-job training, and apprenticeship funding to participating industry partners.

- OBJECTIVES:**
1. Identify, recruit, and assess disadvantaged and dislocated workers for entry into remedial education programs and green industry training.
  2. Provide case management, reporting and monitoring of expenditures and outcomes to the National Association of Regional Councils to ARRA and Department of Labor standards.
  3. Facilitate development of appropriate curriculum between educational partners and potential employers to maximize employment placement in selected industries.
  4. Coordinate supportive services (i.e., child care, elder care, and transportation) as required for enrollees to attend educational programs and secure employment.
  5. Recruit industry partners to place enrollees in employment and apprenticeship settings.

**FUNDING SOURCE:** US Department of Labor Pathways Out of Poverty Grant (as a sub awardee to the National Association of Regional Councils, the prime recipient)

**ESTIMATED FUNDING:** \$847,352

**2011 Assessment Scenario #5 - 15% Dues Reduction, RTAC reduced 70%**

<b>Total Assessment</b>			<b>\$63,750</b>	<b>\$4,827</b>	<b>\$68,577</b>	
<b>SEAGO Member</b>	<b>2009 Population Est.</b>	<b>Per Cent</b>	<b>Annual Dues</b>	<b>RTAC Membership</b>	<b>Total Assessment</b>	<b>Amount Reduced</b>
Benson	5,162	2.18%	\$1,390	\$105	\$1,495	\$490
Bisbee	6,423	2.71%	\$1,730	\$133	\$1,863	\$615
Douglas	17,758	7.50%	\$4,784	\$381	\$5,165	\$1,734
Huachuca City	1,955	0.83%	\$527	\$38	\$565	\$183
Sierra Vista	46,597	19.69%	\$12,553	\$939	\$13,492	\$4,407
Tombstone	1,720	0.73%	\$463	\$35	\$499	\$164
Willcox	3,926	1.66%	\$1,058	\$82	\$1,140	\$378
Cochise County*	56,723	23.97%	\$15,281	\$1,167	\$16,448	\$5,420
Pima	2,442	1.03%	\$658	\$47	\$705	\$225
Safford	10,094	4.27%	\$2,719	\$199	\$2,918	\$943
Thatcher	5,819	2.46%	\$1,568	\$110	\$1,678	\$533
San Carlos Apache Tribe	5,749	2.43%	\$1,549	\$121	\$1,669	\$555
Graham County*	15,688	6.63%	\$4,226	\$308	\$4,534	\$1,464
Clifton	2,618	1.11%	\$705	\$52	\$758	\$247
Duncan	857	0.36%	\$231	\$17	\$248	\$81
Greenlee County*	5,213	2.20%	\$1,404	\$107	\$1,511	\$497
Nogales	21,633	9.14%	\$5,828	\$457	\$6,284	\$2,094
Patagonia	934	0.39%	\$252	\$19	\$271	\$90
Santa Cruz County*	25,333	10.71%	\$6,825	\$509	\$7,334	\$2,392
<b>SEAGO Total Population</b>	<b>236,643</b>	<b>100.00%</b>	<b>\$63,750</b>	<b>\$4,827</b>	<b>\$68,577</b>	<b>\$22,512</b>

\*Unincorporated area only

Total Assessment is based on \$63,750 assessment plus membership in the RTAC  
 RTAC is based on 2007 population and 7 cents per capita, then reduced 70%

**CITY OF WILLCOX**  
**Request for Council Action**

Agenda Item: 22  
Tab Number: 15  
Date: 6/21/2010

<b>Date Submitted:</b> 14 June, 2010	<b>Action:</b> <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Formal <input type="checkbox"/> Other	<b>Subject:</b> Approval for Patte Road Dedication Addendum
<b>Date Requested:</b> 21 June, 2010		

**To: Honorable Mayor and City Council**

**From: Public Services & Works, Streets Section**

**Discussion:** Patte Road Realignment and Double Chip Seal Project has been ongoing for approximately three years. Patte Road is not a dedicated road so expenses for maintenance are minimal. The property owners on both north and south sides own to the center of the roadway. The city will only grade it periodically. Due to the natural road materials on Patte Road, routine grading lasts only a couple of days since the materials on site will not compact for smoother travel.

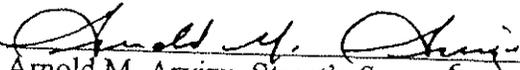
The process began in 2007 when letters were sent out to all property owners requesting their portions of land, which is Patte Road itself, to be donated to the City of Willcox in order to chip seal it. By donating their portion of land to the city, their property taxes will decrease, city utilities will be within the city right-of-way and the city can legally chip seal Patte Road since it will be city property. We have surveyed Patte Road and were notified that Patte Road is not aligned properly with the section line. Once we receive the deed of dedications from all the property owners, the city will begin realigning the road and double chip seal Patte Road.

There was a concern from two property owners on Patte Road, Jim Self and Sue Parmalee. Their concern was that once they submitted their executed deed of dedication, the City of Willcox would not require them to move their fences without previous arrangements from them. In order to accommodate their request, we have drafted a Patte Road Dedication Addendum which is being presented to Mayor and Council for their approval. By executing this addendum, we will present Jim and Sue a signed copy of the addendum and in return, they will present an executed deed of dedication to the city. Once we receive their deed of dedication, we will present all deed of dedications from property owners to Mayor and Council for approval.

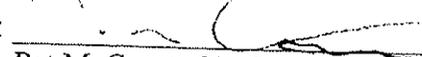
This project has been budgeted in fiscal year 2010-2011 and 2011-2012 and will be done in two phases. Phase I will be to realign Patte Road and placing ABC on the entire length. This will be done in fiscal year 2010-2011. Phase II will be to double chip seal Patte Road and Bisbee Avenue from Rex Allen Drive north to Patte Road. This will be done in fiscal year 2011-2012. The costs will be from local funds, not grant funds.

**Recommendation:** We are requesting approval from Mayor and City Council to approve the Patte Road Dedication Addendum in order to continue the process dedicating Patte Road to the City of Willcox, having city utilities within the city right-of-way versus private property and double chip sealing Patte Road.

**Fiscal Impact:** Budgeted in fiscal year 2010-2012

Prepared By:   
Arnold M. Arvizu, Street's Supervisor

Approved By: \_\_\_\_\_  
Dave Bonner, Director of Public Services and Works

Approved By:   
Pat McCourt, City Manager

**RESOLUTION NO. 2010-68**

**A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA APPROVING AND ADOPTING THE PATTE ROAD DEDICATION ADDENDUM TO CLARIFY PROPOSED DEDICATION FOR PROPERTY OWNERS IN ORDER TO CONTINUE WITH DEDICATION PROCESS AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND THE ADDENDUM AND DECLARING AN EMERGENCY TO EXIST**

**WHEREAS**, the Common Council shall have control of the finances and property of the corporation pursuant to A.R.S. § 9-240(A); and

**WHEREAS**, the Common Council shall also have the power within the limits of the town to exercise exclusive control over the streets, alleys, avenues and sidewalks of the town pursuant to A.R.S. § 9-240(B); and

**WHEREAS**, the City of Willcox is vested with the power to regulate the use, open, alter, widen, extend, grade or otherwise improve streets of the city pursuant to A.R.S. § 9-276(A) (1); and

**WHEREAS**, the City of Willcox is vested with the power to regulate partition fences, party walls and the construction of fences on the line of a street, way or alley pursuant to A.R.S. § 9-276(A) (13); and

**WHEREAS**, the CITY desires to have this Resolution presented at its June 21<sup>st</sup>, 2010 Council Meeting and has determined that approval of this Resolution is in the best interest of the City of Willcox and its residents; and

**WHEREAS**, it is necessary for the preservation of the peace, health, and safety of the City of Willcox, Cochise County, Arizona, that an emergency be declared to exist to assure dedication process continues for Patte Road, and that this Resolution shall be effective immediately upon its passage and adoption.

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

Section 1: The CITY formally approves and adopts Resolution No. 2010-68.

Section 2: That the CITY formally approves and adopts the Patte Road Dedication Addendum as presented to Mayor and Council and City Staff is directed to take necessary action to carryout the intent of this Resolution.



## Patte Road Dedication Addendum

5/24/2010

Property owners adjacent to the proposed dedication of Patte road have been provided surveyed deeds of dedication indicating that portion of their property to be dedicated to Patte Road. The following items clarify concerns raised by property owners.

1. The proposed dedication width of 75 feet is derived by the existing boundaries of fencing or other structures along Patte Road. There northern boundary is 45' from the platted section line and the southern boundary is 30 feet from the platted section line.
2. The existing gas and water utilities are located within the proposed dedication.
3. Property owners will not be required to move or displace existing fencing unless previous arrangements have been made prior to the dedication agreement.
4. Any expansion of the proposed dedication or easements will require additional approval by the property owners.
5. The portion of the property dedicated to Patte Road will be removed from the property owner's tax liability hence forth.

SIGNATURE:

  
Owner, Sue Parmelee

APPROVED/EXECUTED:

\_\_\_\_\_  
Mayor, Gerald W. Lindsey

ATTEST:

APROVED AS TO FORM:

\_\_\_\_\_  
City Clerk, Christina G. Whelan, CMC

\_\_\_\_\_  
City Attorney, Hector M. Figueroa, Esq.

# Patte Road Dedication Addendum

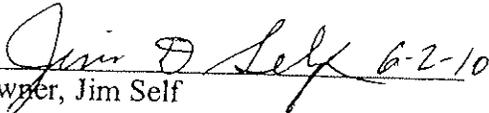
5/24/2010

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4. Any expansion of the proposed dedication or easements will require additional approval by the property owners.
5. The portion of the property dedicated to Patte Road will be removed from the property owner's tax liability hence forth.

SIGNATURE:

APPROVED/EXECUTED:

  
Owner, Jim Self

\_\_\_\_\_  
Mayor, Gerald W. Lindsey

ATTEST:

APROVED AS TO FORM:

\_\_\_\_\_  
City Clerk, Christina G. Whelan, CMC

\_\_\_\_\_  
City Attorney, Hector M. Figueroa, Esq.

**CITY OF WILLCOX  
REQUEST FOR COUNCIL ACTION**

Agenda Item 23  
Tab Number 16  
Date: 06/15/09

<u>Date Submitted:</u>	<u>Action:</u>	<u>Subject:</u>
June 15, 2010	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal	ARIZONA RANGE NEWS CONTRACTS FISCAL YEAR 2010-2011

TO: MAYOR AND COUNCIL  
FROM: Ruth Graham

**DISCUSSION:**

The Arizona Range News is a newspaper of general circulation in the City of Willcox. We use display advertising in the newspaper to provide information to the public throughout the year, including the monthly newsletter, CDBG advertising, shutoff notices, utility notices and other advertising. The monthly newsletter provides information about City projects, updates on plans that are underway, the City Manager's report, utilities updates and/or reminders, and other types of public information.

The Arizona Range News in Willcox is a sole source provider of publication services in a local newspaper. Pursuant to Section L of the City's Procurement Code, a contract may be awarded without competition when the City Manager determines in writing, after conducting a good faith review of available sources, that there is only one source for the required material, service, or construction item.

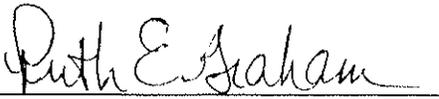
The FY11 renewal involves two contracts beginning June 30, 2010 and expiring June 29, 2011. The first Advertising Agreement is for weekly display advertising. The rates are computed by size and will vary. The rates charged to the City will vary by the size of the advertisement, and will be the same rates as they were for FY10. The second Advertising Agreement is for legal advertising at the rate of \$6.00 per column inch (pci), the same rate as it was for FY09 and FY10.

**RECOMMENDATION:** Motion to renew the Arizona Range News display advertising and legal advertising contracts for the period from June 30, 2010 and expiring June 29, 2011.

**FISCAL IMPACTS:** Cost varies; anticipated annual expense \$20,000-\$25,000.

Submitted by:

Approved by:

  
Ruth Graham, Finance Director

  
Pat McCourt, City Manager



**CITY OF WILLCOX, COCHISE COUNTY, ARIZONA  
RESOLUTION NO: 2010-69**

---

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF  
WILLCOX, COCHISE COUNTY, ARIZONA APPROVING AND ADOPTING  
THE ADVERTISING AGREEMENTS BETWEEN THE CITY OF WILLCOX  
[“CITY”] AND THE ARIZONA RANGE NEWS/SAN PEDRO VALLEY NEWS-  
SUN [“ARN/SPVNS”] FOR THE PURPOSE OF ESTABLISHING PUBLICATION  
COSTS AND AUTHORIZING THE MAYOR TO EXECUTE THIS  
RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.**

**WHEREAS**, the City of Willcox Common Council shall have control of the finances and property of the corporation and is empowered to adopt ordinances to regulate the procurement process for the corporation pursuant to A.R.S. § 9-240 et seq.; and

**WHEREAS**, the CITY adopted a Procurement Policy to govern procurement and has determined that ARN/SPVNS is a sole source provider of publication services within the town publishing only once per week and having provided publication services to the CITY since 1992; and

**WHEREAS**, pursuant to A.R.S. § 9-246, the City of Willcox Common Council is required to publish, in a newspaper published in the town, a full and correct statement of all monies received into the treasury of the town since the last report; and

**WHEREAS**, pursuant to A.R.S. § 39-202, the CITY may enter into a Contract for public printing by a newspaper that is accompanied by affidavit of the publisher that the newspaper complies with the provisions of A.R.S. § 39-201; 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 the citizens of the Willcox Community at large to acquire publication services with ARN/SPVNS; and

**WHEREAS**, the CITY and the ARN/SPVNS desire to have this item presented at the Council Meeting on June 21<sup>st</sup>, 2010 for consideration and approval of the Agreements for the Contract period of June 30, 2010 to June 29, 2011; and

**WHEREAS**, it is necessary for the preservation of the peace, health, and safety of the City of Willcox, Cochise County, Arizona, that an emergency be declared to exist to assure timely and immediate implementation of Publication Services Agreements, and that this Resolution be effective immediately upon its passage and adoption.

**BE IT RESOLVED** by the Mayor and Council of the City of Willcox, Cochise County, Arizona, that the City hereby formally approves and authorizes the Mayor to execute this Resolution and the Advertising Agreement and directing City staff to take necessary action to carry out the terms of the Agreements.

**BE IT FURTHER RESOLVED** by the Mayor and Council that, due to an existing emergency declared herein, the immediate effectiveness of this Resolution is necessary to preserve the peace, health, and safety of the City of Willcox, Cochise County, Arizona, and this Resolution shall therefore be effective upon its passage and adoption.

**PASSED AND ADOPTED** by the Mayor and Council of the City of Willcox, Cochise County, Arizona this \_\_\_\_\_ day of June, 2010

**APPROVED/EXECUTED**

\_\_\_\_\_  
MAYOR, GERALD W. LINDSEY

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Clerk, Cristina G. Whelan, CMC

\_\_\_\_\_  
City Attorney, Hector M. Figueroa

**RESOLUTION NO: 2010-69**

# ADVERTISING AGREEMENT

## Arizona Range News

PO Box 1155, 122 S. Haskell Ave, Willcox, AZ 85644  
Phone (520) 384-3571 • Fax: (520) 384-3572  
E-mail: arn@theriver.com

## San Pedro Valley News-Sun

PO Drawer 1000, 200 S. Ocotillo, Benson, AZ 85602  
Phone: (520) 586-3382 • Fax: (520) 586-2382  
E-mail: spvns@theriver.com

Effective Date <u>6/30/10</u>	Agreement Expires <u>6/29/11</u>
<input checked="" type="checkbox"/> Display <u>Legals</u>	<input type="checkbox"/> Frequency
<input type="checkbox"/> Classified Display	_____ consecutive weeks _____ rate pci*
<input type="checkbox"/> Inserts (minimum 26 per year, 36 page tab or less)	<input type="checkbox"/> Bulk Rate <u>50</u> inches <u>\$6.00</u> rate pci* (minimum inches per year)
<input type="checkbox"/> Single Sheet (maximum 11 "x13")	<input type="checkbox"/> _____ rate per thousand (*per column inch)
<input type="checkbox"/> Business Directory	

### TERMS & CONDITIONS

- All accounts are due and payable by cash with copy unless approval has been granted by the Arizona Range News/San Pedro Valley News-Sun (hereinafter referred to as ARN/SPVNS) for monthly billing. All monthly billing accounts are due and payable the 15th of the month following service. Past due balances are subject to 1-1/2% per month service charge (minimum charge \$1.00). All past due accounts will be subject to suspension of advertising unless satisfactory arrangements are made with the ARN/SPVNS.
- The advertiser assumes all liability for statements contained in advertisements printed by the ARN/SPVNS and agrees to save the ARN/SPVNS harmless for any claim that may be brought against the ARN/SPVNS by reason of the publication of such advertisements and to reimburse the ARN/SPVNS for any amount paid by the ARN/SPVNS in settlement of any such claim in satisfaction of any judgement obtained thereon, and to pay all necessary expenses, including reasonable attorney's fees, incurred by the ARN/SPVNS in defense or settlement of such claim.
- In the event the ARN/SPVNS is not able to obtain copy to fulfill this contract, the publisher may insert a suitable ad to comply with the contract.
- All advertising is subject to publisher or general manager approval.
- No special position is guaranteed and insertion order stating an advertisement may only be run in a certain position will not be accepted. Requests for special position will be given every consideration; however, special positions can be guaranteed for an additional charge (see rate card).
- The ARN/SPVNS has the right to re-bill any advertiser that does not fulfill their contract commitment at the open local column inch rate.
- This contract shall be binding through the period stated above. Upon expiration of the contract the current printed rate card will apply.
- The newspaper agrees to furnish one checking proof of advertisements exceeding ten (10) column inches to advertisers on request. All checking proofs must be returned to the ad department by the proof deadline established by the newspaper sales representative. Proof to the advertiser is for purpose of correcting errors, but not for additions or changes in original copy. Where proof of ad is submitted to the advertiser, the advertiser assumes all responsibility for any errors not marked on the proof.
- The ARN/SPVNS cannot assume financial responsibility for error in advertisements. Its liability is strictly limited to publication of the advertisement in any subsequent issue or the refund of any monies paid for the advertisement.
- We accept no liability for our inadvertent omission of any ad.
- Advertisers are asked to check their ad the first day it appears for any errors. A telephone call between 9 a.m. and 12 Noon on the first day after the ad appears will allow a correction on the second insertion. No claims will be allowed for more than one incorrect insertion.
- The advertiser agrees to indemnify and hold the ARN/SPVNS harmless for any claims arising out of the publication of copy submitted by the advertiser. This includes, but is not limited to, claims for libel, copyright infringement and trademark infringement.
- Through their sales representative, it is the advertiser's responsibility to cancel any advertisements appearing on their behalf. This advertising agreement is subject to all of the conditions and terms on the rate card.
- The ARN/SPVNS will not be bound by any verbal agreements, promises, waivers, understanding or conditions of any nature that are not contained in the rate card.
- The publisher reserves the right to change advertising rates or policy at any time.

### DISCLAIMERS

**Publisher's Liability for Error:** The publisher shall not be liable for slight changes or typographical errors that do not lessen the value of an advertisement. The publisher's liability for other errors or omissions in connection with an advertisement is strictly limited to publication of the advertisement in any subsequent issue or the refund of any monies paid for the advertisement.

**Indemnification:** The advertiser and/or advertising agency agrees to defend and indemnify the publisher against any and all liability, loss or expenses arising from claims of libel, unfair competition, unfair trade practices, infringement of trademarks, copyrights, trade names, patents or proprietary rights or violation of rights of privacy resulting from the publication of the advertiser's advertisement.

Advertiser City of Willcox Phone 384-4271  
Address 101 S Railroad Avenue City/Zip Willcox, AZ 85643  
Authorization \_\_\_\_\_ ARN/SPVNS Review Representative Steve Kern  
Print Name \_\_\_\_\_ Accounting Department Approval \_\_\_\_\_

Computer \_\_\_\_\_  
Input Date \_\_\_\_\_

Accounting Department PO Box 1000 Benson, AZ 85602  
Phone: (520) 586-3382 Fax: (520) 586-2382

White: Accounting, Yellow: Representative, Pink: Customer

# ADVERTISING AGREEMENT

## Arizona Range News

PO Box 1155, 122 S. Haskell Ave, Willcox, AZ 85644  
Phone (520) 384-3571 • Fax: (520) 384-3572  
E-mail: arn@theriver.com

## San Pedro Valley News-Sun

PO Drawer 1000, 200 S. Ocotillo, Benson, AZ 85602  
Phone: (520) 586-3382 • Fax: (520) 586-2382  
E-mail: spvns@theriver.com

Effective Date 6/30/10 Agreement Expires 6/24/11

Display  Frequency 52 consecutive weeks 48.13 per col rate pct\*

Classified Display  Bulk Rate (size will vary)

Inserts (minimum 26 per year, 36 page tab or less)

Single Sheet (maximum 11 "x13")

Business Directory

\_\_\_\_\_ inches \_\_\_\_\_ rate pct\*  
(minimum inches per year)

\_\_\_\_\_ rate per thousand (\*per column inch)

### TERMS & CONDITIONS

- All accounts are due and payable by cash with copy unless approval has been granted by the Arizona Range News/San Pedro Valley News-Sun (hereinafter referred to as ARN/SPVNS) for monthly billing. All monthly billing accounts are due and payable the 15th of the month following service. Past due balances are subject to 1-1/2% per month service charge (minimum charge \$1.00). All past due accounts will be subject to suspension of advertising unless satisfactory arrangements are made with the ARN/SPVNS.
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- All advertising is subject to publisher or general manager approval.
- No special position is guaranteed and insertion order stating an advertisement may only be run in a certain position will not be accepted. Requests for special position will be given every consideration; however, special positions can be guaranteed for an additional charge (see rate card).
- The ARN/SPVNS has the right to re-bill any advertiser that does not fulfill their contract commitment at the open local column inch rate.
- This contract shall be binding through the period stated above. Upon expiration of the contract the current printed rate card will apply.
- The newspaper agrees to furnish one checking proof of advertisements exceeding ten (10) column inches to advertisers on request. All checking proofs must be returned to the ad department by the proof deadline established by the newspaper sales representative. Proof to the advertiser is for purpose of correcting errors, but not for additions or changes in original copy. Where proof of ad is submitted to the advertiser, the advertiser assumes all responsibility for any errors not marked on the proof.
- The ARN/SPVNS cannot assume financial responsibility for error in advertisements. Its liability is strictly limited to publication of the advertisement in any subsequent issue or the refund of any monies paid for the advertisement.
- We accept no liability for our inadvertent omission of any ad.
- Advertisers are asked to check their ad the first day it appears for any errors. A telephone call between 9 a.m. and 12 Noon on the first day after the ad appears will allow a correction on the second insertion. No claims will be allowed for more than one incorrect insertion.
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- Through their sales representative, it is the advertiser's responsibility to cancel any advertisements appearing on their behalf. This advertising agreement is subject to all of the conditions and terms on the rate card.
- The ARN/SPVNS will not be bound by any verbal agreements, promises, waivers, understanding or conditions of any nature that are not contained in the rate card.
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Advertiser City of Willcox Phone 766-4202

Address 101 S. Railroad Avenue City/Zip Willcox AZ

Authorization \_\_\_\_\_ ARN/SPVNS Review Representative [Signature]

Print Name \_\_\_\_\_ Accounting Department Approval \_\_\_\_\_

Computer Input Date \_\_\_\_\_

Accounting Department PO Box 1000 Benson, AZ 85602

Phone: (520) 586-3382 Fax: (520) 586-2382

White: Accounting, Yellow: Representative, Pink: Customer

**CITY OF WILLCOX**  
**Request for Council Action**

Agenda Item: 24  
Tab Number: 17  
Date: 6/21/10

<b>Date Submitted:</b> 14 June, 2010	<b>Action:</b>  <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal <input type="checkbox"/> Other	<b>Subject:</b> Approval of revised verbiage for Arizona Avenue TE Grant
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**To: Honorable Mayor and City Council**

**From: Public Services & Works, Streets Section**

**Discussion:** A council Resolution 2010-46 was approved by Mayor and Council on 03 May, 2010 for Arizona Avenue Transportation Enhancement Grant, Sidewalk Safety Project.

This project, if successful, will have concrete sidewalks on both sides of Arizona Avenue and ADA compliant ramps from Rex Allen Drive south to Haskell Avenue. We are splitting this in two phases due to cost limits for the grant. Phase I will begin on Rex Allen Drive south to Maley Street. Phase II will begin on Maley Street south to Haskell Avenue.

By having sidewalks, school children will have a safe route to school instead of walking on the shoulders. Residents with special needs which use wheel chairs or motorized scooters will have a safer place to travel instead of using the shoulder of the roadway.

This was discussed with Mayor and Council on the same day. This resolution being submitted is to revise the original Resolution 2010-46, passed by Mayor and Council. By adding this verbiage, we have a better chance of getting awarded this grant according to Sharon Mitchell, SEAGO (Southeast Arizona Government Organization), Planner. Sharon submits our application to ADOT review board and represents us so she knows what is needed in order to get awarded .

The verbiage to be added is as follows:

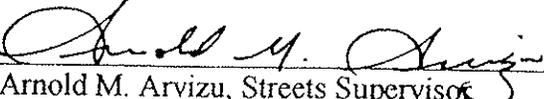
The City of Willcox commits to the following:

- Commitment to 5.7% match and any overmatch.
- Local application will reimburse for the project scoping document, environmental, right-of-way and utility clearances and design.
- Commitment that the project will be ready for advertisement in 3 years from the notice to proceed.
- Commitment to pay for all overruns
- Commitment to reimburse ADOT/FHWA for all federal funds used, if project is cancelled by the sponsor
- Commitment to ADOT review fee
- Commitment to JPA maintenance agreement

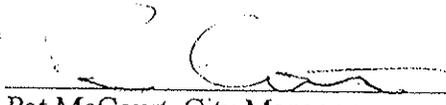
The 5.7% match mentioned in the new verbiage is not an addition to the 5.7% match which was already approved by council on 03 May, 2010. The environmental, right-of-way and utility clearances, design and scoping documents are included in the grant funds. The commitment to pay for all overruns was already passed by council on 03 May, 2010. If there are overruns due to unexpected circumstances, we can submit our overruns to the review board and request for additional funds due to these circumstances. Requests for additional funds to ADOT review board have been successful in the past. The commitment to reimburse ADT/FHWA for all federal funds used if project is cancelled by the sponsor is new verbiage. The commitment to ADOT review fees is normally \$5,000 and has been budgeted for fiscal year 2010-2011. The commitment for a JPA, (Joint Partnership Agreement), maintenance agreement has been ongoing. Once the project has been completed, city forces will maintain the sidewalks, which we already schedule at this time.

**Recommendation:** We are requesting that Mayor and City Council approve a resolution for the revision and verbiage added to the resolution 2010-46 passed on 03 May, 2010.

**Fiscal Impact:** Budgeted in fiscal year 2010-2013

Prepared By:   
Arnold M. Arvizu, Streets Supervisor

Approved By: \_\_\_\_\_  
Dave Bonner, Director of Dept of Public Services and Works

Approved By:   
Pat McCourt, City Manager



**RESOLUTION NO. 2010-70**

**A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, ("CITY") APPROVING AND ADOPTING RESOLUTION 2010-70 TO REPLACE RESOLUTION 2010-46 TO AUTHORIZE THE SUBMITTAL OF AN APPLICATION FOR A TRANSPORTATION ENHANCEMENT GRANT (TEG) FOR THE CONSTRUCTION OF SIDEWALKS AND ADA CORNER RAMPS ON ARIZONA AVENUE, AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.**

**WHEREAS**, the CITY shall have control of the finances and property of the corporation pursuant to A.R.S. § 9-240 (A); and

**WHEREAS**, the CITY is authorized and empowered to exercise exclusive control over the streets, avenues, alleys and sidewalks of the town and to lay out, establish or otherwise improve same pursuant to A.R.S. §§ 9-240 (B) and 9-276 (A); and

**WHEREAS**, the CITY has identified a project to improve the safety of all residents using Arizona Avenue from Haskell Avenue to Rex Allen Drive and to complete ADA corner ramps on both sides of the avenue; and

**WHEREAS**, Mayor and Council previously passed and adopted Resolution 2010-46 authorizing the submittal of a grant application by the CITY and now desires to replace that resolution with Resolution 2010-70 to include additional items not included in Resolution 2010-46; and

**WHEREAS**, Transportation Enhancement Grants are available to local jurisdictions with the requirements of a 5.7% match and any overmatch; local application will reimburse for the project scoping document, environmental, right-of-way, utility clearances and design; commitment that the project will be ready for advertisement in 3 years from the notice to proceed; commitment to pay overruns; commitment to reimburse ADOT/FHWA for all federal funds used, if project is cancelled by the sponsor; commitment to ADOF review fee; and commitment to JPA maintenance agreement; and

**WHEREAS**, CITY staff have identified estimated costs and budget line items to meet those requirements in FY 2010-2011 and FY 2011-2012; and

**WHEREAS**, it is in the best interest of the City of Willcox, Cochise County, Arizona and its citizens to pursue and to apply for Transportation Enhancement Grant funds; and

**WHEREAS**, it is necessary for the preservation of the peace, health, and safety of the City of Willcox, Cochise County, Arizona, that an emergency be declared to exist, and that this Resolution shall be effective immediately upon its passage and adoption.

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

Section 1: The City Manager of the CITY is hereby authorized to apply for Transportation Enhancement Grant funds as presented.

Section 2: The City Manager of the CITY is authorized to take such actions as are necessary to apply for Transportation Enhancement Grant funds in an amount not to exceed \$656,953 for Phase I and \$541,940 with a 5.7% match and overage expenditure requirement over a two year period.

Section 3: The CITY agrees to the Grant requirements enumerated above and incorporated herein by reference as if set out fully hereto.

Section 3: The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage by the City of Willcox, Cochise County, Arizona.

Section 4: The Mayor is authorized and empowered to execute this Resolution.

**PASSED AND ADOPTED** by Mayor and Council of the City of Willcox, Cochise County, Arizona, this \_\_\_\_ day of June, 2010.

**APPROVED/EXECUTED:**

\_\_\_\_\_  
MAYOR, GERALD W. LINDSEY

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
City Clerk, Cristina G. Whelan, CMC

\_\_\_\_\_  
City Attorney, Hector M. Figueroa

**RESOLUTION NO. 2010-70**

**RESOLUTION NO. 2010-46**

**A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, ("CITY") APPROVING AND AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR A TRANSPORTATION ENHANCEMENT GRANT (TEG) FOR THE CONSTRUCTION OF SIDEWALKS AND ADA CORNER RAMPS ON ARIZONA AVENUE, AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.**

**WHEREAS**, the CITY shall have control of the finances and property of the corporation pursuant to A.R.S. § 9-240 (A); and

**WHEREAS**, the CITY is authorized and empowered to exercise exclusive control over the streets, avenues, alleys and sidewalks of the town and to lay out, establish or otherwise improve same pursuant to A.R.S. §§ 9-240 (B) and 9-276 (A); and

**WHEREAS**, the CITY has identified a project to improve the safety of all residents using Arizona Avenue from Haskell Avenue to Rex Allen Drive and to complete ADA corner ramps on both sides of the avenue; and

**WHEREAS**, Transportation Enhancement Grants are available to local jurisdictions with a 5.7% match and an overage expenditure requirement; and

**WHEREAS**, CITY staff have identified estimated costs and budget line items to meet those requirements in FY 2010-2011 and FY 2011-2012; and

**WHEREAS**, it is in the best interest of the City of Willcox, Cochise County, Arizona and its citizens to pursue and to apply for Transportation Enhancement Grant funds; and

**WHEREAS**, it is necessary for the preservation of the peace, health, and safety of the City of Willcox, Cochise County, Arizona, that an emergency be declared to exist, and that this Resolution shall be effective immediately upon its passage and adoption.

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

Section 1: The City Manager of the CITY is hereby authorized to apply for Transportation Enhancement Grant funds as presented.

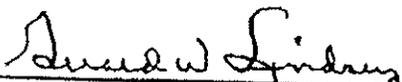
Section 2: The City Manager of the CITY is authorized to take such actions as are necessary to apply for Transportation Enhancement Grant funds in an amount not to exceed \$600,000 with a 5.7% match and average expenditure requirement for the first year and \$400,000 for the second year for a total amount of \$1,000,000 over a two year period.

Section 3: The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage by the City of Willcox, Cochise County, Arizona.

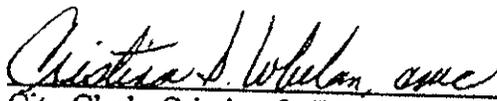
Section 4: The Mayor is authorized and empowered to execute this Resolution.

**PASSED AND ADOPTED** by Mayor and Council of the City of Willcox, Cochise County, Arizona, this 3rd day of May, 2010.

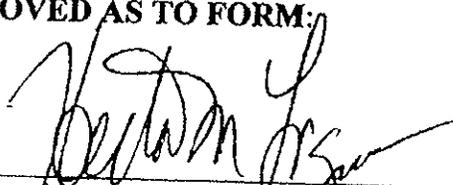
**APPROVED/EXECUTED:**

  
MAYOR, GERALD W. LINDSEY

**ATTEST:**

  
City Clerk, Cristina G. Whelan, CMC

**APPROVED AS TO FORM:**

  
City Attorney, Hector M. Figueroa

**RESOLUTION NO. 2010-46**

STATE OF ARIZONA }  
COUNTY OF COCHISE }  
CITY OF WILLCOX }

I certify that the foregoing instrument is a true and correct copy of the original on file in this office.

Witnessed: May 7 2010  
Signed: Cristina G. Whelan, CMC  
City Clerk

**CITY OF WILLCOX  
REQUEST FOR COUNCIL ACTION**

Agenda Item: 25  
Tab Number: 18  
Date: 06-21-2010

<b>Date Submitted:</b> 6-14-10 <b>Date Requested:</b> 6-21-10
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<b>Action:</b> <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal <input checked="" type="checkbox"/> Other
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<b>Subject:</b> Representatives on Various Boards, Commission, Committees, and other bodies
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**TO: MAYOR AND COUNCIL**

**FROM: City Manager**

**DISCUSSION:** The City has various advisory Boards and Committees upon which individuals are appointed to serve. There are also several bodies where individuals serve by virtue of their office.

The Mayor of the City serves by virtue of office: as the representative on SEAGO governing Board; is currently serving as a member of the Arizona Cities and Towns Resolution Committee; is on the WASA Board; and is on the Meth Task Force Board. The Mayor serves by appointment by the City Council on the Coronado RC&D Board.

The City Manager, by virtue of office sits on the Willcox Chamber of Commerce and Agriculture Board, the SEAGO Administrative Committee, the WREDA Board (Councilman Johnson also sits on the WREDA, but not by virtue of his position), the County Solid Waste Committee, the County Steering Committee for Tourism and Economic Development, and, by permission of the City Council, the Cochise County Arizona Centennial Committee.

The Mayor also appoints Council members to serve as liaisons on various City Advisory Committees; The Planning and Zoning Commission (which also includes the Board of Adjustment), the Library Committee, the Parks and Recreation Committee, and the Historical Committee. It is normal after an election to reappoint the Council liaison to the various committees and the P&Z Commission.

The Mayor with the consent of the Council also appoints citizens to; the P&Z Commission, Parks and Recreation Committee, Library Committee and Historical Committee. There are vacancies on these various bodies.

**RECOMMENDATION: Reappoint Council Liaisons to P&Z Commission, Historical Committee, Parks and Recreation Committee, and Library Committee.**

**FISCAL IMPACT: NA**

**Prepared by: Pat McCourt**

Approved by:   
Pat McCourt, City Manager



**RESOLUTION NO. 2010-71**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA ["CITY"] FOR THE PURPOSE OF APPROVING THE APPOINTMENT OF PATRICK MCCOURT AND THE CITY MANAGER SERVICES AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION, THE AGREEMENT AND DECLARING AN EMERGENCY TO EXIST.**

**WHEREAS**, the CITY is empowered to appoint a person of suitable experience to serve as City Manager pursuant to Title I, Chapter 7, Article A, Section 1-7A-2 of the Willcox City Code and Title 9, A.R.S. §§9-239 and 9-303 et seq.; and

**WHEREAS**, the Mayor and Council of the City of Willcox desire to have this Resolution presented at its June 21<sup>st</sup>, 2010 Council Meeting for the purpose of approving the appointment of Patrick McCourt to the position of City Manager for the period of July 1, 2010 to June 30, 2012 and approving Amendment No: 1 to the City Manager Services Agreement for the same period; and

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

**WHEREAS**, it is necessary for the preservation of the peace, health, and safety of the City of Willcox, Cochise County, Arizona, that an emergency be declared to exist to assure timely provision of City Manager Services, and that this Resolution shall be effective immediately upon its passage and adoption.

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

**Section 1:** That the CITY formally approves Resolution 2010-71 for the purpose of approving the appointment of Patrick McCourt to serve as City Manager and approving Amendment No: 1 to the City Manager Services Agreement.

**Section 2:** That the immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage by the City of Willcox, Cochise County, Arizona.

**Section 3:** That the Mayor is authorized and empowered to execute this Resolution and Amendment No: 1 to the City Manager Services Agreement as presented.

**PASSED AND ADOPTED BY MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA this \_\_\_\_\_ day of June 2010.**

**APPROVED/EXECUTED:**

\_\_\_\_\_  
MAYOR, GERALD W. LINDSEY

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Clerk, Cristina G. Whelan, CMC

\_\_\_\_\_  
City Attorney, Hector M. Figueroa, Esq.

**RESOLUTION NO. 2010-71**

<p><b>CITY OF WILLCOX</b></p> <p><b>SERVICES AGREEMENT: CITY MANAGER</b></p> <p><b>APPOINTEE: PATRICK McCOURT</b></p> <p><b>AMOUNT:     <u>\$ 90,000.00 per year</u></b></p> <p><b>CONTRACT PERIOD: 7/01/10 – 6/30/12</b></p>	<p>(STAMP HERE)</p>
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**CITY MANAGER SERVICES AGREEMENT  
AMENDMENT NO: 1**

**This Amendment No: 1 to the original City Manager Services Agreement** is entered into this \_\_\_\_ day of June 2010 by and between the **CITY OF WILLCOX**, a body politic and corporate of the State of Arizona, hereinafter "**CITY,**" and **PATRICK McCOURT** hereinafter "**APPOINTEE.**"

**RECITALS:**

**WHEREAS,** CITY is empowered pursuant to the Willcox City Code, Title 1, Chapter 7, Article A, Section 1-7A-2 and Title 9, A.R.S. § 9-239 *et seq.* to appoint a person, for a definite term, to serve as City Manager and to compensate such appointee for the services provided by the APPOINTEE as provided by Chapter 7, Article A, Section 1-7A-7 and this Agreement.

**WHEREAS,** CITY and APPOINTEE desire to set forth the conditions of employment, compensation, and benefits in Amendment No: 1 and in the original City Manager Services Agreement.

**NOW, THEREFORE, the parties hereto agree as follows:**

**ARTICLE I — TERM AND EXTENSION/RENEWAL/CHANGES**

Amendment No: 1, as approved by the Mayor and Council of the City of Willcox, shall commence on July 1, 2010 and shall terminate on June 30, 2012 in accordance with the appointment of PATRICK McCOURT to serve as City Manager or unless sooner terminated or further extended pursuant to the provisions of the entire Agreements.

The City Code requires that the City Manager be appointed by Mayor and Council every two years and Resolution No: 2010-71 serves to appoint the City Manager for the period of July 1, 2010 to June 30, 2012.

The parties may renew this Agreement upon mutual consent or may terminate the Agreement upon completion of the terms of this Agreement without any expectation of required renewal. Any modification, or extension of the Agreement and/or renewal, shall be with formal approval of Mayor and Council and upon written amendment executed by the parties hereto.

**ARTICLE II — ALL OTHER TERMS & CONDITIONS**

The CITY and APPOINTEE hereby agree that all other terms & conditions of the now existing City Manager Services Agreement shall remain in full force and effect and are incorporated herein, by reference, as if set out in full hereto.

**ARTICLE III — SEVERABILITY**

Each provision of the City Manager Agreements stand alone, and if any provision of Amendment No: 1 or of the original Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of the provision and of the entire City Manager Services Agreements will be severable and remain in effect.

**ARTICLE IV — ENTIRE AGREEMENT**

Amendment No: 1 and the original City Manager Services Agreement constitute the entire Agreements 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 Mayor and Council and executed thereby.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on this \_\_\_\_\_ day of June, 2010.

**CITY OF WILLCOX**

**APPOINTEE**

\_\_\_\_\_  
Mayor, Gerald W. Lindsey  
Authorized City Official

\_\_\_\_\_  
Patrick McCourt  
Authorized Signatory

**ATTESTED:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Cristina G. Whelan, CMC  
City Clerk

\_\_\_\_\_  
Hector M. Figueroa, Esq.  
City Attorney

# Memorandum

**To:** City Council

**CC:** Directors

**From:** City Manager 

**Date:** 6-17-10

**Re:** Take Home Vehicles

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The City currently allows take home vehicles by the Department of Public Safety officers (10 of 11) and one firefighter. This expedites response in emergency situations reduces liability to the City and increases the presence of law enforcement throughout the City (6 live in town and 4 within two miles). The public also directly contact officers at their home.

In the Public Works area there is One (1) take home vehicle per night – a service truck. This is to directly respond to call outs. There are seven different individuals who rotate the call out schedule.

