

**CITY OF WILLCOX
MAYOR AND CITY COUNCIL MEETING
AGENDA**

Monday, October 4, 2010

7:00 p.m.

City Council Chambers

300 W. Rex Allen Drive

Willcox, AZ 85643

(Mayor or Designee will read only **BOLD** print of each agenda item, except for Public Hearings, Petitions and Communications.)

Resolution No. 2010-105

Ordinance NS301

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE TO THE FLAG

4. CALL TO THE PUBLIC

Mayor and Council consideration of comments or complaints from the public. Those wishing to address the Council are required to register by completing an individual speaker's form and filing it with the Clerk before the meeting. The speaker must be recognized by the Mayor before speaking. Time permitting each presentation will be given approximately three (3) minutes. It is probable that each organization will be limited to one speaker. Action taken as a result of public comment will be limited to directing staff to study or reschedule the matter for further consideration at a later date.

5. DECLARATION ON CONFLICT OF INTEREST

Council members and staff have a right to declare a conflict of interest. The declaration of a conflict of interest must be made prior to discussion of any agenda item in which Council members or staff member determine they have a conflict of interest.

6. ADOPTION OF THE AGENDA

The Council will at this time either adopt the agenda as presented or may remove or table any of the listed agenda items. Tabled items, unless otherwise directed, will appear on the next regular agenda. Council may not add any items to the agenda at this time. Should staff have any recommendations concerning the exclusion or tabling of agenda items they will voice these recommendations at this time.

7. DISCUSSION/DECISION ENTER EXECUTIVE SESSION PURSUANT TO ARIZONA REVISED STATUTES § 38-431.03A(3) DISCUSSION OR CONSULTATION FOR LEGAL ADVICE WITH THE ATTORNEY OR ATTORNEYS OF THE PUBLIC BODY Tab 1

Consideration, discussion and/or decision to enter into an Executive Session pursuant to ARS § 38-431.03A(3), as stated, relating to consultation for legal advice with the attorney(s) of the public body.

8. RECESS TO EXECUTIVE SESSION, IF APPROVED

9. RECONVENE FROM EXECUTIVE SESSION

10. CONSENT AGENDA

Items that are considered to be routine by the City Council will be enacted by one motion without discussion. The consent agenda is a timesaving device and Council members have received documentation on these items for their review prior to the open meeting. Any Councilmember may remove any item from the consent agenda for discussion and a separate vote as deemed necessary. The public may view the documentation relating to the consent agenda 24 hours prior to the meeting at

the City Clerk's Office, 101 S. Railroad Avenue, Suite B, Willcox, AZ from 8:30 a.m. to 4:30 p.m. or at the Elsie S. Hogan Library, 100 N. Curtis Avenue during normal working hours Monday-Saturday.

- 10A. THE REGULAR MEETING HELD ON SEPTEMBER 20, 2010** Tab 2
- 10B. RESOLUTION NO. 2010-99 APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE NORTHERN COCHISE COMMUNITY HOSPITAL, A HOSPITAL DISTRICT, FOR THE PROVISION OF SERVICES FOR SENIOR CITIZENS AND DECLARING AN EMERGENCY TO EXIST.** Tab 3
- 10C. RESOLUTION NO. 2010-100 APPROVING AND ADOPTING THE TWIN LAKES GOLF COURSE LEASE 2010 AMENDMENT BETWEEN THE CITY OF WILLCOX ["LESSOR"] AND JOHN PETERSON AND BETTY PETERSON D.B.A. ENCORE CATERING UNLIMITED, L.L.C. ["LESSEE"] AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND THE LEASE 2010 AMENDMENT AND DECLARING AN EMERGENCY TO EXIST** Tab 4
- 10D. RESOLUTION NO. 2010-101 RATIFYING, APPROVING AND AUTHORIZING THE SUBMISSION OF THE APPLICATION TO THE ARIZONA STATE LIBRARY ["ASL"] UNDER THE SGIA-CONSTRUCTION GRANT PROGRAM FOR A QUALIFYING AMERICANS WITH DISABILITIES ACT ["ADA"] RENOVATION PROJECT AND DECLARING AN EMERGENCY TO EXIST.** Tab 5
- 10E. RESOLUTION NO. 2010-103 APPROVING AND ADOPTING THE ASSIGNMENT AND CONSENT AGREEMENT FOR THE FORT GRANT CONNECTIVITY ENHANCEMENT PROJECT BY AECOM USA, INC. ["ASSIGNOR"] TO AECOM TECHNICAL SERVICES, INC. ["ASSIGNEE"] AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST** Tab 6
- 11. PRESENTATION BY REVENUE DISCOVERY SYSTEMS** Tab 7
Consideration and/or discussion on the presentation by Revenue Discovery Systems
- 12. DISCUSSION/DECISION REGARDING RESOLUTION NO. 2010-102 APPROVING AND ADOPTING THE TWIN LAKES GOLF COURSE LEASE ASSIGNMENT BY JOHN PETERSON AND BETTY PETERSON D.B.A. ENCC CATERING UNLIMITED, L.L.C. ["ASSIGNOR"] TO JASON AND CARRIE JONES D.B.A. JNC VENTURES, LLC ["ASSIGNEE"] AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION, THE LEASE ASSIGNMENT AND DECLARING AN EMERGENCY TO EXIST** Tab 8
Consideration, discussion and/or decision regarding Resolution No. 2010-102, as stated, relating to the Twin Lakes Golf Course Lease Assignment by John and Betty Peterson DBA Encore Catering Unlimited, LLC to Jason and Carrie Jones DBA JNC Ventures, LLC.
- 13. DISCUSSION/DECISION REGARDING RESOLUTION NO. 2010-104 TO RATIFY, APPROVE AND ADOPT THE CONTRACT AMENDMENTS NO; 3 AND 4 BETWEEN THE CITY OF WILLCOX ["CITY"] AND AECOM TECHNICAL SERVICES, INC. ("AECOM") FOR POST DESIGN SERVICES AND PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE FORT GRANT CONNECTIVITY ENHANCEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.** Tab 9
Consideration, discussion and/or decision regarding Resolution NO. 2010-104, as stated, to ratify, approve and adopt the Contract Amendments No. 3 and 4 between the City and AECOM for Post Design Services and Professional Construction Management Services for the Ft. Grant Connectivity Enhancement Project.
- 14. DISCUSSION REGARDING THE JUNE 30, 2010 INVESTMENT REPORT** Tab 10
Consideration and/or discussion regarding the June 30, 2010 Investment Report.
- 15. REPORTS BY THE CITY MANAGER PAT McCOURT** Tab 11
Consideration, discussion and/or decision regarding the following topics by the City Manager:
- **Report on the Willcox High School Football Team**-the Cowboys beat Pima Roughriders 34-0; next game is in Morenci
 - **Report on City Clean Up Day**-held on Saturday, September 25, 2010; and big lots are being cleaned due to C Enforcement.

- Report on Rex Alien Days- 59th Annual Rex Allen Days held!
- Report on Senior Center-Ribbon Cutting held and Open House.
- Report on Public Safety Ordinance and schedule work sessions-draft Public Safety Ordinance ready and next work session at 6:00 p.m. on Monday, October 18, 2010.
- Report on Skate Park Board Meeting- meeting was held on September 21, 2010.
- Report on Library New Technology Tools Presentation-Library presents information on New Technology Tools.
- Report on the AMRRP bulletin-Article regarding Reality Check (School Violence)
- Report City Manager to ICMA Training-the City Manager will be gone from the 15th through the 20th of October to attend the ICMA training in San Jose, CA

16. COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS.

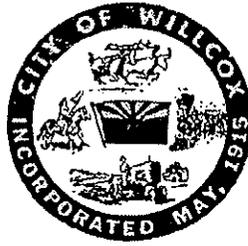
17. ADJOURN.

Misc. Tab: ____.

NOTE: Documentation (if any) for items listed on the Agenda is available for public inspection, a minimum of 24 hours prior to the Council Meeting, at any time during regular business hours in the Office of the City Clerk, 101 S. Railroad Avenue, Suite B, Willcox, AZ or the Elsie S. Hogan Community Library during regular business hours Monday-Saturday and beginning July 2010 on the City's website www.cityofwillcox.org.

NOTE: People with disabilities may request reasonable accommodations. Requests must be made 48 hours prior to the meeting by contacting City Hall at 384-4271 during regular business hours 8:00 a.m. to 4:30 p.m., Monday through Friday.

TAB 1



NOTICE OF EXECUTIVE SESSION

CITY COUNCIL

In accordance with Resolution No. 370 of the City of Willcox, and Section 38-431.01 of the Arizona Revised Statutes **NOTICE IS HEREBY GIVEN** that the **MAYOR AND COUNCIL** of the City of Willcox, County of Cochise, Arizona, will hold an **EXECUTIVE SESSION**, if approved, during the **REGULAR** meeting on **MONDAY**, the **4TH** day of **OCTOBER** 2010 at **7:00 p.m.**, in the **CITY COUNCIL CHAMBERS, 300 W. REX ALLEN DRIVE, Willcox, AZ**

Item for Consideration and Discussion are:

A.R.S. §38.431.03A(3) DISCUSSION OR CONSULTATION FOR LEGAL ADVICE WITH THE ATTORNEY OR ATTORNEYS OF THE PUBLIC BODY

Consideration and/or discussion regarding consultation for legal advice with the Attorney or Attorney's of the public body.

DATED AND POSTED this 30TH day of SEPTEMBER 2010 at 3:00 P.M.

CITY OF WILLCOX, ARIZONA

/S/ CRISTINA G. WHELAN, CMC

CITY CLERK CRISTINA G. WHELAN, CMC

"Mine, Yours, Ours"

**CITY OF WILLCOX
EXECUTIVE SESSION**

AGENDA

MONDAY, OCTOBER 4, 2010

7:00 p.m.

300 W. REX ALLEN DRIVE

Willcox, Arizona

1. CALL TO ORDER
2. ROLL CALL
3. CONSIDERATION OF ARIZONA REVISED STATUTES 38-431.03(A)(3) – DISCUSSION OR CONSULTATION FOR LEGAL ADVICE WITH THE ATTORNEY OR ATTORNEYS OF THE PUBLIC BODY
Consideration and/or discussion pursuant to Arizona Revised Statutes §38-431.03(A)(3), as stated relating to consultation with the City Attorney(s) of the public body.
4. ADJOURN

"Mine, Yours, Ours"

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 20TH DAY OF SEPTEMBER 2010**

CALL TO ORDER- Mayor Gerald W. Lindsey called the regular meeting to order on Monday, September 20, 2010 at 7:00 p.m. and welcomed all to the regular Council meeting. We have a few additions to those present from the work session.

ROLL CALL --City Clerk Cristina G. Whelan, CMC, called the roll:

TAB 2

PRESENT

Mayor Gerald W. Lindsey
Vice Mayor Monika Cronberg
Councilman Elwood A. Johnson
Councilman Stephen Klump
Councilman Christopher Donahue
Councilman Robert "Bob" Irvin

STAFF

City Manager Pat McCourt
City Attorney Hector M. Figueroa
City Clerk Cristina G. Whelan, CMC
Library Director Tom Miner
Public Safety Director Jake Weaver
Finance Director Ruth Graham
Public Services & Works Director Dave Bonner
Building Inspector Jeff Stoddard

ABSENT

Councilman William "Bill" Holloway-Out-of-State

PLEDGE OF ALLEGIANCE TO THE FLAG-Mayor Lindsey.

CALL TO THE PUBLIC - There was no response from those present.

DECLARATION ON CONFLICT OF INTEREST-Vice Mayor Cronberg declared conflict on agenda items numbered 17 & 18 relating to the Willcox Wine Country Committee Wine Festival.

ADOPTION OF THE AGENDA

MOTION: Vice Mayor Cronberg moved to adopt the agenda as presented with moving #20(Twin Lakes Golf Course) to be considered after item #11 (Public Hearings, Petitions and Communications).

SECONDED: Councilman Johnson seconded the motion. **CARRIED.**

DISCUSSION/DECISION ENTER EXECUTIVE SESSION PURSUANT TO ARIZONA REVISED STATUTES § 38-431.03A(3) DISCUSSION OR CONSULTATION FOR LEGAL ADVICE WITH THE ATTORNEY OR ATTORNEYS OF THE PUBLIC BODY.

City Attorney Hector Figueroa stated he has nothing at this time unless a Council member does. There was no response from the Mayor or Council members.

CONSENT AGENDA

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10A. **THE REGULAR MEETING HELD ON MAY 3, 2010 AND THE SPECIAL MEETING MINUTES HELD ON JULY 6, 2010 AND AUGUST 30, 2010**

10B. **RESOLUTION NO. 2010-95 RATIFYING, APPROVING AND AUTHORIZING THE FILING OF A PETITION WITH THE U.S. COMMODITY FUTURES TRADITION COMMISSION ("CFTC") TO TRANSACT CERTAIN TYPES OF "EXEMPT COMMODITIES" FOR NATURAL GAS AFTER THE JULY 16, 2011 EFFECTIVE DATE PURSUANT TO THE DODD-FRANK WALL STREET REFORM AND CONSUMER PROTECTION ACT ("ACT") AND DECLARING AN EMERGENCY TO EXIST.**

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
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10C. RESOLUTION NO. 2010-98 APPROVING AND ADOPTING THE ELSIE S. HOGAN COMMUNITY LIBRARY ["LIBRARY"] ARIZONA RESOURCE ACCESS AND ATTAINMENT POLICY ("AZRAP") AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.

MOTION: Councilman Johnson moved to adopt the consent agenda items as written.

SECONDED: Vice Mayor Cronberg and Councilman Donahue seconded the motion. **CARRIED.**

PUBLIC HEARINGS, PETITIONS AND COMMUNICATIONS

Proclamation: Mayor Lindsey read and proclaimed October 3, 2010 as "**Firefighter Recognition Day**" and October 3-9, 2010 as "**Fire Prevention Week.**" The proclamation was presented to Chief Jake Weaver.

Communications: Mayor Lindsey read the Second Reading of Ordinance NS300 Amending The Willcox City Code, Title 5, [Health And Sanitation], Chapter 2 [Nuisances], Section 5-2-4(A) [Unlawful Acts], By Reference, Repealing The Current Section 5-2-4(A) And Part Of Ordinance NS298 Relating To Repealed Section 5-2-4(A) As Enumerated Herein.

Public Hearing: The Mayor and Council will hold a public hearing on Monday, September 20, 2010, at 7:00 p.m., 300 W. Rex Allen Drive, Willcox, AZ regarding Ordinance NS300 Amending The Willcox City Code, Title 5, [Health And Sanitation], Chapter 2 [Nuisances], Section 5-2-4(A) [Unlawful Acts], By Reference, Repealing The Current Section 5-2-4(A) And Part Of Ordinance NS298 Relating To Repealed Section 5-2-4(A) As Enumerated Herein; and

Mayor Lindsey opened the public hearing regarding Ordinance NS300 at 7:10 p.m. The Mayor asked if there are any comments. City Manager McCourt reported he had received one (1) verbal comment from the public and concerns provisions of developed property. Under State there is some minor development that has to occur. Normally that has not happened and need to further define the Ordinance. Staff recommendation is to move forward with passage and will bring defined back for consideration at a future date. Mayor asked are there any other comments or questions. Vice Mayor Cronberg has heard some concerns on item #5-2-4 (A) Accumulation of vegetation prohibited.... Greater than ½ acre are exempt. We need to keep things clear to keep down vermin and fire hazard, safety and health. It is a concern to her that we want to leave ½ acre lots to be an eye sore when smaller areas are not exempt. Mayor Lindsey asked any other comments and hearing no further comments he closed public hearing at 7:12 p.m.

~~(3) on Monday, September 20, 2010, at 7:00 p.m., 300 W. Rex Allen Drive, Willcox, AZ regarding Application for Liquor Store Series #9 Sampling Privileges (09020037S), Safeway Inc., #272, Janice Louise Martin, 650 N. Bisbee Avenue, Willcox, AZ. NOTE: City Clerk has received File Deactivation Form-Application Withdrawal from the Arizona Department of Liquor Licenses & Control dated 08-30-2010 and reviewed 09-07-2010.~~

All members of the public are invited to attend such meeting. For those persons unable to attend, written comments will be accepted until 4 p.m. the day of the public hearing in the Office of the City Clerk, 101 S. Railroad Avenue, Suite B, Willcox, AZ 85643.

PRESENTATION BY FORMER WILLCOX HIGH SCHOOL ALUMNI BILL JACKSON REGARDING WILLCOX ALUMNI VIETNAM MEMORIAL

Mr. Bill Jackson thanked the Mayor and Council for putting this on tonight's agenda. Some members were at the All Class Reunion where he spoke and they very interested in doing this. Got together to form committee and he was chosen Chairperson and 6 of the 7 members on the committee are from Willcox. The picture in Council packet the Committee is looking only at the M16, Helmet, Boots and Granite below. That is at 4' and granite base is another 20-24 inches. The Committee saw that Railroad Park has flag pole and also has the World War II segment and thought this memorial would be ideal in front of the flag pole. Driving by we miss everything except for the flowers. Mr. Jackson commends the City for its POW and MIA flags flying and need to thank the Governor for making that happen too. The Alumni would like to dedicate this on 11-11-2011 which is Veteran's Day and a year from now. That will allow them to gather \$8-\$10,000; the committee is non-profit and anything left over will be given to the School or other organization that they may deem helped. That has not been figured out yet because they do not know what will be left over. This time gives the Committee two (2) Rex Allen Days to collect money. There are people right now willing to donate and as of

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5:15 p.m. today arrangement made at Compass Bank and they will be the Bank holder. People out-of-state or in Phoenix or other places will be able donate at any Compass Bank.

Mr. Jackson would "love to see" the Memorial at Railroad Park and committee members will be meeting with Mr. Bonner on Wednesday to see if they approve that location. This is very touching to him since he is a Vietnam Vet and there were plenty of Vietnam Vets that did come home that lived in Willcox. He is not sure if it is legal or possible to do and when he was traveling through the States with Rolling Thunder when they entered some of the cities they had a sign: "Home of an MIA" and thinks we do not want to forget that and that sign in itself it says everything. Mr. Jackson is here this evening to answer questions if any. The memorial speaks for itself and it was very well done. All the verbiage will be passed through the Mayor and Council so that there will be no surprises when unveiled.

City Attorney asked if they have received any donations and Mr. Jackson stated "yes" in order to open an account as a member of Compass Bank he asked the teller for money and was the first to make a donation. The checks should be made to Willcox Alumni Vietnam Memorial. Mr. Figueroa stated he will donate \$100.00. Thank You! Mr. Jackson and committee members will be contacting the newspaper and they know of five (5) people they will be putting on the plaque and if more were missed and who did not come home or if there is more that they have missed then they will have enough money somewhere to pull off that plaque and add more names. They plan to have a float during Rex Allen Day's with names on a banner at the bottom.

Councilman Irvin asked the cost and Mr. Jackson replied it is from \$8-\$10,000.00. Mayor Lindsey stated he appreciates him and his group taking the time to put the effort into this to make this happen and Mr. Jackson said "it is our honor to do this for fellow friends and classmates." The Mayor talked to Mr. Jackson during the Reunion. Mr. Jackson thanked the Mayor and Council.

City Manager McCourt repeated the direction to staff is to work with them to have memorial on Railroad Park and Mayor Lindsey added and to determine the best place for this to be and direction is to continue to work with them. Thank You!

DISCUSSION/DECISION REGARDING ORDINANCE NS300 AMENDING THE WILLCOX CITY CODE, TITLE 5, [HEALTH AND SANITATION], CHAPTER 2 [NUISANCES], SECTION 5-2-4(A) [UNLAWFUL ACTS], BY REFERENCE, REPEALING THE CURRENT SECTION 5-2-4(A) AND PART OF ORDINANCE NS298 RELATING TO REPEALED SECTION 5-2-4(A) AS ENUMERATED HEREIN:

MOTION: Councilman Donahue moved to adopt Ordinance NS300, as stated, relating to Amending City Code Title 5, Chapter 2, Section 5-02-4(A), by reference, repealing current Section 5-2-4(A) and part of Ordinance NS298 repealed Section 5-2-4(A).

SECONDED: Councilman Klump seconded the motion. **DISCUSSION:** Councilman Johnson asked if going to allow area of ½ acre and above to grow wildly who is responsible if fire breaks out and goes to neighbor's house. Chief Jake Weave explained if fire breaks out on property the City Fire Department would be tasked to prevent extensive and/or minimum damage to adjoining property. From legal standpoint he is not the best person to respond on the costs. It does fall on their shoulders to fight the fire. City Manager McCourt added that the property owners are responsible and question is who started the fire. Currently if the property is un-maintained the City would be liable under the current code. We have a lot of very large vacant acres and there is nothing sacred about the size of ½ acre. At some point we will need to make that determination. It is very normal to have this exception for large areas. The ½ acre is debatable or perhaps larger. Building Inspector Jeff Stoddard explained Zone I-2 and R-R-1 or the NE section of the City (Haskell Avenue); everything behind these buildings (Public Safety & Development Services), Fire Station #2 across the road; acreage behind the school, and along Jonnie Drive they would have to be mowed. Councilman Johnson asked how many ½ acres do we have and Mr. Stoddard replied "not very many." The Councilman then asked how many 1 acre and Mr. Stoddard replied "not sure." Councilman Johnson stated his concern is the property next to IGA and Mr. Stoddard explained that is developed land and does not fall under this section. Also Mr. Stoddard said that State land property on Airport Road they have concession stand and because it was developed. The property to be exempt has to never been developed. Vice Mayor Cronberg prefers the word "undisturbed" rather than "undeveloped" and asked if that is possible concern. Mr. Stoddard suggested we need to write in ½ acre and above and maybe after 10 years if nothing done then it

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becomes "undisturbed." Councilman Klump explained in natural areas, never touched, certain things will grow on the property not only weeds but grasses and not likelihood for fire. Worse thing to do is go back and mow and cause more dust. The dust would be worse if i.e. area across the street would be mowed. Vice Mayor Cronberg stated she does not have a problem with undeveloped land, her concerns are the lots between developed areas especially along Haskell Avenue. Mr. Stoddard explained those lots are disturbed and Vice Mayor Cronberg said then falls on Code Enforcement and Mr. Stoddard replied in the affirmative. Mayor Lindsey presumes this is area if wanted to come back and change definition then it could be changed through the code. Mr. Stoddard explained the property owners will have to maintain the area away from sidewalks, and visibility around the corners too.

City Attorney Figueroa stated the legal question mentioned when worried about liability he said anybody can file lawsuit and sue. That does that mean prevent "no" and since he has been here we have had claims and lawsuits and they don't always prevail. Claims can be filed against the property owners who are responsible for their own properties, sanitation, hazard materials, junk cars, the code allows procedures for abatement, and accumulation of debris and those codes can be used. The property across the street, if it caught on fire, there are utility poles from SSVEC and they would have something to say, and the adjoining property owners too if there property was damaged or destroyed. Recently wall fell down in Historic District and there are civil remedies. We have to remember Prop 207 went into effect and if property owner does something to diminish the value of next door property they can be sued. City can also be sued if granted i.e. in Casas Lindas the City permitted a trailer then that would diminish property and they can sue the City. In this aspect undisturbed property you can do this and be aware if undisturbed, never mowed and we not putting ourselves in that position. If we go with the ½ acre we will have more individuals that will go in and mow and not disturb the ground. Mr. Figueroa has reviewed this code and stated he is not paid to do Administrative work only Legal and Mayor and Council need to know all the circumstances. The City Attorney thanked Mayor and Council. **CARRIED.**

**DISCUSSION/DECISION SAFEWAY'S SECOND ANNUAL WILLCOX WALKS TOGETHER FOR A CURE AT
KEILLER PARK ON OCTOBER 23, 2010 AND REQUEST THE CITY TO SPONSOR THE EVENT BY ADVERTISING
THE CITY'S LOGO ON THE BACK OF THE T-SHIRTS TO HELP CANCER RESEARCH AND AWARENESS**

Mayor Lindsey asked the representatives from Safety to address the Council. Mr. Jim Main stated last year was the first year and raised \$3,500 for Breast Cancer Awareness. There were 130 participants and very successful event for the community. About 85 people were present to walk from Keiller Park. Ms. Christy Brooke handed out t-shirts given out last year to the participants and they had 16 sponsors. Last year they had different rate levels and this year it is one at \$250.00. Mr. Main stated that special consideration and thanks to the City and newspaper for its cooperation, participation and allowing them to have the Walk. They are here tonight to request the City to be one of the sponsors, and allow them to have the same location for the walk which is the front part of Keiller Park, and electrical use. Last year they had people from Phoenix, Virginia and Northern California pay to participate in the walk. Safeway is hoping to double donated amount especially from support from the City.

MOTION: Councilman Donahue moved to support the request from Safeway for the sponsorship of the 2nd Annual Willcox Walk Together for a Cure at Keiller Park on October 23, 2010, and request the City sponsor the event by advertising the City's logo on the back of the T-shirts to help Cancer Research and Awareness.

SECONDED: Councilman Irvin seconded the motion. **DISCUSSION:** City Manager McCourt asked the Mayor and Council if this is Council Action Form to support \$250.00 and is that what the Council is saying. Mayor Lindsey did not understand. City Manager McCourt said he thinks the request is; Council sponsor \$250 and agenda report suggests \$250 from location within the existing budget to get that paid out of and asked is that the direction. Vice Mayor Cronberg said motion reflects the recommendation that was listed in their packet and if misspeaking she is sure someone will point that out to her. Councilman Johnson said he personally supports Breast Cancer Awareness and his sister had Breast Cancer and donates to her annually as well. She just recently had her walk in Colorado and his counter offer to the Council is that each one of the Council members "kicks in \$41.33" to cover the \$250 in lieu of taking it out of the Council's budget which would leave \$333 for the remainder of the fiscal year. That leaves the door open for all other entities to come and request for the City's participation and sponsorships as well. Councilman Klump asked Councilman Johnson if he is making an amendment to the motion and Councilman Johnson said he is making a suggestion. Councilman Klump recommendation is to leave motion as is and Vice Mayor Cronberg called for the question. **CARRIED.** Mr. Main thanked the Mayor and Council.

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DISCUSSION/DECISION REGARDING TO REMOVE A MEMBER FROM THE PARKS & RECREATION COMMITTEE DUE TO UNEXCUSED ABSENCE AND UNABLE TO MAKE CONTACT WITH THE COMMITTEE MEMBER

MOTION: Councilman Johnson moved to remove the absentee member (Tammy Baumler) from the Parks & Recreation Committee due to unexcused absence and unable to make contact with the committee member.

SECONDED: Councilman Klump seconded the motion. **CARRIED.**

DISCUSSION/DECISION REGARDING THE APPOINTMENTS TO THE PARKS & RECREATION COMMITTEE TO FILL VACANCIES, TERMS TO EXPIRE DECEMBER 31, 2012

Councilman Irvin nominates Bill & Sharon Nigh to the Parks & Recreation Committee. Mayor Lindsey stated we do not need a second. The Mayor asked any discussion. Vice Mayor Cronberg stated they have two (2) people interested and have had lots of trouble filling that board and sounds like a good idea to her. **DISCUSSION:** Mr. Bill Nigh asked to make remark that Sharon was filled this position with Fife Symington in the State Level. She is very good in research and very supportive and interested in historic research and will be very active. He thanked the Mayor and Council for the nominations. Mayor Lindsey said they are very happy for applying and look forward working with Parks & Recreation. **CARRIED.**

DISCUSSION/DECISION REGARDING THE REQUEST FROM ROD KEELING, WILLCOX WINE COUNTRY COMMITTEE OF THE WILLCOX CHAMBER OF COMMERCE, ON OCTOBER 16-17, 2010 AT RAILROAD PARK AND TO WAIVE REQUIREMENT FOR ALL VENDORS TO HAVE INDIVIDUAL PERMITS

MOTION: Councilman Johnson moved to approve the request from Rod Keeling, Willcox Wine Country Committee of the Willcox Chamber of Commerce, on October 16-17, 2010 at Railroad Park and to waive requirement for all vendors to have individual permits, as presented.

SECONDED: Councilman Klump seconded the motion. **DISCUSSION:** Mayor Lindsey's question is whose permit will they be operating under and City Manager McCourt said he believes it is the Chamber. **CARRIED 5-1-1 Absent Holloway and Abstained Cronberg.**

DISCUSSION/DECISION REGARDING THE REQUEST FROM ROD KEELING, WILLCOX WINE COUNTRY COMMITTEE OF THE WILLCOX CHAMBER OF COMMERCE TO SERVE WINE IN GLASS CONTAINERS FROM 10:00 A.M. ON OCTOBER 16 THROUGH 5:00 P.M. ON OCTOBER 17, 2010 IN RAILROAD PARK

MOTION: Councilman Johnson moved to approve the request form Rod Keeling, Willcox Wine Country Committee of the Willcox Chamber of Commerce to serve wine in glass containers from 10:00 a.m. on October 16 through 5:00 p.m. on October 17, 2010 in Railroad Park, as presented.

SECONDED: Councilman Klump seconded the motion. **DISCUSSION:** Mayor Lindsey said he assumes this has worked well in the past and not have any problems with breakage and Councilman Johnson stated there have been no issues in the past. **CARRIED 5-1-1 Absent Holloway and Abstained Cronberg.**

DISCUSSION/DECISION REGARDING RESOLUTION NO. 2010-97 RATIFYING AND APPROVING THE SUBMITTAL OF THE APPLICATION TO THE GOVERNOR'S OFFICE OF PUBLIC SAFETY STABILIZATION PROGRAM BY THE WILLCOX DEPARTMENT OF PUBLIC SAFETY ("WDPS") FOR THE PURCHASE OF TWO PATROL VEHICLES AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.

MOTION: Councilman Donahue moved to approve Resolution NO. 2010-97, as stated, to ratify and approve the submittal of application to the Governor's Office of Public Safety.

SECONDED: Councilman Johnson seconded the motion. **DISCUSSION:** Mayor Lindsey stated if we can get the money to purchase we certainly need them because not sure those Dodge's are going to last that much longer. Chief Weaver said the three (3) Dodge's trying to replace are 2003. Two (2) already had engines replaced and under warranty and in process right now possibly have another and looking at warranty. Contacting manufacturer to make sure that it is still covered by warranty. Budget Vehicle Repairs \$5,000 annually and last exceeded that by \$12,000 to repair these 3-vehicles. They need to be replaced and this grant became available and applied for it. **CARRIED.**

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 20TH DAY OF SEPTEMBER 2010**

DISCUSSION/DIRECTION TO STAFF ON THE TWIN LAKES GOLF COURSE See work session items.

(Considered after #11 [Public Hearings Petitions and Communications] per motion.) Mayor Lindsey stated they have completed the work session and direction from Mayor and Council to staff is to move forward with the contract staff has been negotiating and bring the contract back to Mayor and Council for consideration. Councilman Johnson stated need to look at tax portion of what is given to the City employees for use of golf course. Also asked it could be gifted since it is City property and given from the Peterson's to City employees. City Manager McCourt stated that the City Attorney thought about that question and can almost assure the Council that it is a taxable fringe benefit to the employees. Councilman Johnson said then "stiff it to their pay." Vice Mayor Cronberg asked how long before brought back. City Manager asked legal counsel and assure will have it back by the October 4th meeting. (go back to #12 presentation Willcox Alumni Vietnam Memorial)

REPORTS BY THE CITY MANAGER PAT McCOURT

Consideration, discussion and/or decision regarding the following topics by the City Manager:

Reported he is happy to announce he is a new grand father on Saturday afternoon of a baby girl of 4 lbs. 11 oz and everyone doing very well!

- **Report on the Willcox High School Football Team**-the Cowboys beat the Safford Bulldogs 31-7 on Friday, September 10, 2010 and fined when he attended the Rotary meeting in Safford. Also beat Peoria Accelerated 49-0. The season is doing quite well.
- **Report on City Clean Up Day**-will be held on Saturday, September 25, 2010 beginning at 7:30 a.m. meeting at Railroad Park and City crew doing their portion on Friday the 24th.
- **Report on Willcox Cares**- applications available at the sponsor Willcox Chamber of Commerce to assist in home repairs or upkeep. Looking for individuals whose homes may have deteriorated and do not have means to fix them up. It is not remodel program it is fix and polish and if know someone contact the Chamber.
- **Report on Rex Allen Days**-activities begins on Thursday, September 30, 2010 with the Cowboy Hall of Fame Dinner at the Community Center.
- **Report on Flu Clinic and Pneumonia Shots**-City in order to have Wellness Program staff has scheduled flu and pneumonia shots for employees on Thursday, October 14, 2010 from 2:30 to 5:30 p.m., at the Community Center.
- **Report on Senior Center Signed Agreement**-the City has received the signed agreement for HUD Funding for the Senior Citizen Grant in the amount of \$95,000 and ready to move forward.
- **Report on Senior Center & Ribbon Cutting Ceremony**-the event is scheduled for Saturday, October 2, 2010 at 1:00 p.m. at the Senior Citizen building located at Scott and Bowie.
- **Report on Refuse Ordinance and schedule work sessions**-draft ordinance on dias is the newest and latest ready and have numbered the lines and the pages to track changes. Suggested they review and plan a work session at 6:00 p.m. on Monday, October 4 and October 18, 2010 to discuss that draft ordinance. A council member asked to just point out what changing and thought about it and the existing ordinance is about 50 years old and very out dated and basically started from scratch and there is not an easy comparison to be made between them.
- **Report on Meeting with ADEQ regarding Notice of Violations**-they were very nice and appreciate what has been done and now they said we will be getting Consent Orders.
- **Report on the Re-codification dealing with Public Safety**- changes to Fireworks Ordinance will be incorporated into that and plan to bring that very quickly. Last Legislative Session fireworks are allowed in the State.
- **Report on the Updates to the City's website**-updates to City web site includes the Business Permits on-line with search capability. Listed physical address, name and general type of business. Struggling with Home Occupations because concept for Home occupation is people do not go to physical address and avoid traffic. Suggesting to using name, type of business and telephone number and not the physical address. Would like Council to review website and provide additional information.

COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS.

Councilman Klump reminded everyone beginning on Thursday, Friday, Saturday and Sunday County Fair and lots of people from our area will be there and if have time after the clean up come on down. Mayor Lindsey reminded everyone of the activities during Rex Allen Day's; great line up this year; lots of things happening and encouraging everyone to participate in those activities.

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 20TH DAY OF SEPTEMBER 2010**

Councilman Donahue Update on Senior Center the interior will be done by Thursday of this week, and paint will be applied this weekend and matched to the City Depot color. Dirt work has begun and very limited today and then the rest of this week. They are not sure they will have the front ramping done before Rex Allen Day's and Tracy Zirkle who is heading up the Senior Center will be sending letters to the community because she still needs furniture.

ADJOURN-7:57 p.m.

ADJOURN

There being no further business before the Mayor and Council, Mayor Lindsey adjourned the meeting at 7:57 p.m.

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the City Council of the City of Willcox held on the 20th day of September 2010. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 22nd day of September 2010

City Clerk Cristina G. Whelan, CMC

PASSED, APPROVED AND ADOPTED this ____ day of _____ 2010.

MAYOR GERALD W. LINDSEY
Signed: _____

ATTEST:

City Clerk Cristina G. Whelan, CMC

CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION

Agenda Item: 106
Tab Number: 3
Date: 10-04-2010

Date Submitted: 9-28-10 Date Requested: 10-4-10
--

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

Subject: Agreement between City and Hospital on Senior services

TO: MAYOR AND COUNCIL

FROM: City Manager

DISCUSSION: On September 27, 2010 the City Council met in special session to review the proposed agreement with the Hospital on provision of Senior Services. As a result of that meeting some changes were directed to be placed in the draft agreement. Those changes have been made in the attached draft.

In September 2009 the City Council chose Northern Cochise County Hospital District (NCCH) as the entity to partner with to build a service program for Senior Citizens in this area.

Since that time NCCH has actively pursued the development of a program for services to Seniors. This includes a meals program, hiring of staff to administer the program, expansion of the transportation program to accommodate the senior needs.

The City has been pursuing the acquisition of a grant to construct a building and has provided (prior to the elimination of State funding) monies for the transportation program, waived fees for utility hookups and building permits, and agreed to chip seal the parking lot around the senior building (which has been delivered).

There has been extensive discussion of the need to formalize the relationship between the City and NCCH. Attached is a draft of a proposed Memorandum of Understanding (MOU) between the City and NCCH (parties). The MOU has a basic agreement and then provides for an "addendum" for each joint service (projects) that the parties may agree to provide. Please be aware this MOU would only deal with "Projects": each entity can provide resources to the senior program individually or the seniors could operate programs that do not involve the parties without using this agreement.

There are currently two (2) proposed addendums; one for the building (SCF) and the second for transportation services. There has been initial discussion of a third addendum for pursuing additional Grant funds for transportation services

RECOMMENDATION: Review the agreement and if acceptable approve.

FISCAL IMPACT: Depends on the adoption of future Addendums, current addendums are incorporated into the existing City Budget for FY11.

Prepared by: Pat McCourt

Approved by: 

Pat McCourt, City Manager



Northern Cochise Community Hospital, Inc.
Northern Cochise Nursing Home
Sulphur Springs Medical Center ♦ Sunsites Medical Center

June 28, 2010

Pat McCourt, City Manager
City of Willcox
Via e-mail: pmccourt@willcoxcity.org

Dear Pat:

Pursuant to our conversation regarding the city maintaining the vehicles that are used at the Hospital under the SEAGP grant, we have the following:

- 2007 Ford Van, 1-ton, duel-wheel, wheelchair accessible
- 2000 Dodge, 1-ton, wheelchair accessible
- 2001 Dodge, 1-ton, wheelchair accessible
- 2002 Chevrolet, mini-van, 7 passenger

It is my understanding the city would perform the maintenance or service on the vehicles and the hospital would reimburse the city for the cost of parts used. If this is satisfactory with you, please let me know and we can do whatever is necessary to start this program

This would be a great help to the hospital and the community in continuing the community transportation service that is needed for Willcox and the surrounding areas.

Sincerely,

Dave Reed
Transportation Manager

RESOLUTION NO: 2010-99

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA ("CITY"), APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE NORTHERN COCHISE COMMUNITY HOSPITAL, A HOSPITAL DISTRICT, FOR THE PROVISION OF SERVICES FOR SENIOR CITIZENS AND DECLARING AN EMERGENCY TO EXIST.

WHEREAS, the CITY is empowered pursuant to A.R.S. § 9-240 (A) and (B) to control the finances and property of the corporation; and

WHEREAS, the CITY is vested with all powers of incorporated towns as set forth in Title 9; and

WHEREAS, the CITY is empowered pursuant to A.R.S. §§ 9-240, 11-591 and 11-952 *et seq.*, to apply for grant funding and to enter into Agreements with other governmental units and agencies; and

WHEREAS, the NCCH Hospital District is empowered pursuant to A.R.S. § 48-1907 to use and enjoy property of every kind and description within the limits of the district, and to control, dispose of, convey, encumber and create leasehold interests in such property for the benefit of the district; and

WHEREAS, the Office of Congresswoman Gabrielle Giffords requested FY 2009-2010 federal appropriations funding and a Grant to be used for a Senior Center was approved as requested by the City of Willcox; and

WHEREAS, the CITY and the NCCH have agreed to terms and conditions in a Memorandum of Understanding (MOU) for the delivery of specific services for Senior Citizens within twenty-five miles (25) of Interstate 10 and Rex Allen Drive; and

WHEREAS, the Mayor and Council of the City of Willcox have determined that it is in the best interest of the City and its senior citizens to approve and adopt the MOU as presented; and

WHEREAS, the CITY and the NCCH desire to have this item presented at a Regular Meeting of the City Council on October 4, 2010; 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 approval, adoption of the MOU, 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 adopts the MOU between the CITY and the NCCH as presented; and

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 October 2010.

APPROVED/EXECUTED:

MAYOR, GERALD W. LINDSEY
Signed: _____.

ATTEST:

APPROVED AS TO FORM:

City Clerk, Cristina G. Whelan, CMC

City Attorney, Hector M. Figueroa

RESOLUTION NO: 2010-99

Memorandum of Understanding between the City of Willcox and the Northern Cochise Hospital District on the provision of Services for Senior Residents

The City of Willcox, Arizona (CITY) and Northern Cochise Hospital District (NCCH), (Parties) are entering this Memorandum of Understanding (MOU) to help facilitate the development of services for senior residents of the area.

RECITALS

The CITY seeks to increase the liveability of the city by promoting the socialization, health and well being of senior residents of the city. To this end the CITY sought and received a federal grant in 2008 to construct a Senior Center (SC) for senior citizens over the age of 60 including those who may be disabled and over the age of 60.

NCCH, a not-for-profit Arizona Corporation, recognized the lack of services for senior citizens as having a negative impact on the health of area older and disabled senior citizens. NCCH determined that to further their mission "To provide for the healthcare needs of the greater Willcox community and Southeast Arizona", NCCH would seek to expand services for senior residents of the area.

The CITY and NCCH have agreed to work together in constructing and establishing the SC, to provide meals, classes, social opportunities, meaningful volunteer programming for the senior citizen population over the age of 60, and other projects as may be agreed to at future times.

It is agreed as follows:

1. **Purpose:** The Parties, while recognizing the integrity and policies of each other, agree to work together in a spirit of partnership towards achieving their visions of:
 - 1) increased liveability and services for senior citizens first and foremost in the identified service area for those who reside within twenty-five (25) miles of the intersection of Interstate 10 and Rex Allen Drive;
 - 2) comprehensive healthcare and health promotion opportunities for senior citizens, and
 - 3) Such other services as are mutually agreed upon (Projects).
2. **Partnership Values**

The Parties agree to:

 - Work together to further their mutual goals.
 - Support each other in finding the most efficient ways to serve the needs of area older adults.
3. **Hosting:** NCCH agrees to be the lead agency for implementation of the Projects as agreed upon by the Parties herein or by the Addendums to this MOU.
4. **Projects: For the purpose of this MOU;** a Project is defined as any agreement by both parties to commit resources to accomplish some common purpose. The Parties agree that each Project will be agreed to and added as an addendum to this MOU. The respective governing Bodies of each Party shall approve each Project.
5. **Funding:** The CITY and NCCH will work together to identify additional funding opportunities for Projects programming and other needs.

6. Community Input Advisory Committee:

The Community Input Advisory Committee's purpose is to provide input to the Parties concerning services, programs, or projects that the Committee may feel will be of benefit to the senior citizen population. The Committee will be made up of five (5) At-Large senior citizens (over 60); two (2) City appointed representatives; and two (2) NCCH appointed representatives.

7. Committee Terms & Requirements:

Initial appointments of at-large members shall be made by selecting names of individuals, who have submitted a letter of interest, from a fish bowl. The first three (3) names shall be appointed to a two (2) year term, the last two (2) names shall serve an initial one (1) year term. Two (2) of the members selected for an initial two (2) year term may chose to serve a one year term.

Appointments, after the initial appointment, of at-large members shall be for a two (2) year term. At-large Appointees shall be individuals over the age of sixty (60), who reside within twenty-five (25) miles of the intersection of Interstate 10 and Rex Allen Drive.

Individuals interested in serving in At-large positions may submit their names, residence location, and contact information to the either of the parties, but preferable to the lead agency.

Vacancies in At-large positions shall be filled for the length of the unexpired term. Positions are declared vacant if the appointed At-large member; misses three (3) consecutive scheduled meetings without an excuse approved by the Committee, death, resignation, or expiration of term.

NCCH appointed representatives shall be appointed/removed by methods chosen by NCCH.

City appointed representatives shall be appointed/removed by the methods chosen by the City.

The lead agency shall provide staff for the Committee and maintain the records of the Committee.

The Committee shall meet as necessary, but not less than quarterly during a twelve (12) month period.

The Committee shall select from the At-large membership: a chairperson to preside at the meetings and a vice-chairperson to preside in the absence of the chairperson.

The Committee shall consider and recommend a name for the Senior Center and shall submit their recommendation to the Parties for approval.

The Committee may assist in fund raising for the Projects.

The Committee may appoint such additional advisory committees or subcommittees as they chose.

8. Review: The Parties will meet to review and update this MOU as needed. A review may be requested by either Party at any time by notification of the other party in writing. The contact person in each Party shall be the City Manager and Chief Executive Officer or their designees.

9. Term: This MOU commences on the date signed by both Parties and will continue for minimum of ten (10) years but not less than the termination date of any Project. The

Parties will seek ways to maintain the projects for the community after the termination of this MOU.

10. Amendment: This MOU may be amended at any time by agreement in writing between the Parties.

11. Indemnification:

Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents or employees acting in the course or scope of their employment while performing duties undertaken pursuant to this MOU.

The NCCH agrees, to the extent allowed by law, to hold harmless the City, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, costs and expenses arising from the its performance pursuant to this MOU.

The CITY agrees, to the extent allowed by law, to hold harmless NCCH, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, costs and expense arising from the CITY's performance pursuant to this MOU.

12. Cancellation for Conflict of interest:

This MOU may be cancelled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

13. Sudan and Iran Provision:

Pursuant to ARS § 35-391(15) and ARS § 35-393(12), each of the Parties asserts that it has not had any scrutinized business relationship with either Iran or the Sudan, and each further asserts that it will not utilize the services of any contractor or sub-contractor with any such relationships during the term of the Agreement.

14. Compliance with Non-Discrimination Laws:

To the extent applicable, the parties shall comply with all laws and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandated that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. All parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, with all federal regulations regarding equal employment opportunity, with relevant orders issued by the U.S. Secretary of Labor and with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable Federal Regulations under the Act, including 28 C.F.R. Parts 35 & 36.

15. Nonassignability:

Neither Party may assign a duty or responsibility under this MOU without the prior written consent of the other party.

16. Rights/Obligations of Parties Only:

The terms of this MOU are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

17. Entire Agreement:

This MOU together with addendums approved by the Parties contains the entire understanding of the Parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this MOU shall be made in writing and signed by the Parties to this MOU.

18. Invalidity of Part of the MOU:

The Parties agree that should any part of this MOU be held to be invalid or void, the remainder of the MOU shall remain in full force and effect with those offending portions omitted.

19. Governing Law:

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

20. Notice:

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

If to the CITY:

**City Manager, City of Willcox
C/O Pat McCourt
101 S. Railroad Avenue, Suite B
Willcox Az 85643
pmccourt@willcoxcity.org
(520) 384-4271 x 4201**

If to the NCCH:

**Chief Operating Officer
Harley Smith
901 W. Rex Allen Drive
Willcox AZ 85643
hsmith@ncch.com
(520) 384-3541 x 293**

21. Review by Legal Counsel:

Legal counsel for the respective Parties shall review and approve this MOU as to form as required pursuant to A.R.S. § 11-952(D).

Executed as a Memorandum of Understanding.

Signed on behalf of The City of Willcox
By: Pat McCourt, City Manager

Signed on behalf of NCCH
By: Harley Smith, CEO

Signature: _____

Signature: _____

Witnessed by:

Witnessed by:

Reviewed and approved as to Form

Reviewed and Approved as to Form

City Attorney

NCCH Attorney

ADDENDUM 1
To the MOU between the City and NCCH

Facility Project

The City has applied for and received a grant (Grant) from the United States Department of Urban Development (HUD), for the construction and furnishing of a Senior Center Facility for use by seniors over the age of 60. The Grant is for the sum of \$95,000 and requires a match of \$23,750 (cash or in-kind).

DUTIES OF THE PARTIES

1. NCCH has available land for placement of the Senior Center Facility ("SCF"). NCCH has additional uses for a similar sized facility which will not conflict with the uses to serve the senior population.
2. NCCH and the City agree to comply with the requirements of the HUD grant.
3. NCCH will acquire a suitable SCF and have it placed upon NCCH land, arrange the necessary hookups to utilities, obtain the necessary permits for occupancy, and furnish the SCF.
4. The City shall provide the necessary equipment, supplies, material and manpower to connect the water, sewer, and gas to the SCF at no charge to the NCCH.
5. The City will provide the permits within its jurisdiction (building etc) for the SCF at no charge to NCCH.
6. After proper placement of the SCF, the City will provide a "chip seal" parking lot surrounding the SCF at no cost to NCCH.
7. The City will reimburse NCCH from the Grant, all documentable and allowable costs, under the Grant, up to the amount of \$118,750 less any out of pocket costs paid by the City related to the SCF. If NCCH does not have sufficient allowable costs under the Grant; the City may recapture allowable costs of services, (hookups, chip seal, etc) made for the SCF, from the Grant.
8. NCCH will agree to permit the SCF (or similar facility on NCCH property) to be used for activities for senior individuals 60 years and older for a period not less than ten (10) years.
9. NCCH may make multiple use of the SCF. The primary focus will be on serving the target population. Senior use will be a priority of the SCF for not less than sixty (60) hours per week.
10. NCCH agrees to pay for all costs of operation of the SCF during the term of this Addendum.
11. NCCH agrees to provide staffing for the operation of the senior and disabled activities at the SCF for the identified service population.

ADDENDUM 2
To the MOU between the City and NCCH

Transportation Services Project

NCCH operates a transportation program within and without the City of Willcox for individuals who need transportation to secure basic human services. The City of Willcox has provided assistance to NCCH in the past in securing funding for the operation of the Transportation Program. The majority of the individuals transported are senior citizens. Therefore in order to cooperate in providing this transportation service in the area the parties agree as follows.

DUTIES OF THE PARTIES

1. NCCH currently provides limited transportation services to the senior and disabled population in Northern Cochise County, including residents within the corporate limits of the City. NCCH has four (4) vehicles (Vehicles) they use for this purpose (see attached list).
2. The City maintains a vehicle maintenance operation for City owned vehicles.
3. City agrees to provide normal preventive maintenance and repairs on the Vehicles used for this Project. The City will provide at no cost to NCCH; labor, tools and housing.
4. NCCH will reimburse the City for any supplies, parts, and other "out of pocket" costs incurred by the City in performing preventive maintenance and repairs on the Vehicles.
5. City will use the City's scheduling for performance of work; for example City emergency Vehicles always have a first preference.
6. City will secure permission from NCCH before performing any repairs or maintenance that the cost of materials is estimated to exceed three hundred dollars (\$300), or if it is necessary to secure outside assistance/work (transmission, turning rotors etc).
7. The Parties agree that the Vehicles may change over time and if the City does not have the knowledge or equipment to perform the necessary maintenance or repairs the City will notify NCCH and is not obligated to perform the maintenance or repairs.
8. This Addendum may be terminated by either Party with thirty (30) days notice to the other Party.

RESOLUTION NO. 2010-100

A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING AND ADOPTING THE TWIN LAKES GOLF COURSE LEASE 2010 AMENDMENT BETWEEN THE CITY OF WILLCOX ["LESSOR"] AND JOHN PETERSON AND BETTY PETERSON D.B.A. ENCORE CATERING UNLIMITED, L.L.C. ["LESSEE"] AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND THE LEASE 2010 AMENDMENT AND DECLARING AN EMERGENCY TO EXIST

WHEREAS, the CITY is authorized pursuant to A.R.S. § 9-240, et seq. to exercise control of the property of the corporation and to erect, purchase or lease property for the purposes of the corporation; and

WHEREAS, the CITY is vested with all powers of incorporated towns as set forth in Title 9 or other provisions of law relating to cities and towns pursuant to A.R.S. § 9-499.01, et seq.; and

WHEREAS, the Original Lease Agreement for the Twin Lakes Golf Course was entered into on June 1, 2003 for the period of June 1, 2003 to December 31, 2010 with the right to amend the terms and conditions pursuant to Paragraph 31[C]; and

WHEREAS, LESSOR approved and adopted the Lease 2008 Amendment on July 7, 2008 to amend the language of Paragraph 8 [UTILITIES, TAXES AND OTHER EXPENSES] and Paragraph 9 [IMPROVEMENT] that addressed monthly payments to LESSEE and proposed budgeted Improvements to the Golf Course; and

WHEREAS, LESSOR, desires to approve and adopt the Lease 2010 Amendment to amend the language of the Lease terms and conditions and to extend the termination date to December 31, 2015; and

WHEREAS, the City of Willcox, Cochise County, Arizona desires to have this Resolution presented at the Regular Council Meeting on October 4, 2010 and has determined that approval of the Lease 2010 Amendment 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 the Lease Amendment, 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 of Willcox formally approves and adopts the Twin Lakes Golf Course Lease 2010 Amendment as presented to Mayor and Council.

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: The Mayor is authorized and empowered to execute this Resolution and the Twin Lakes Golf Course Lease 2010 Amendment.

PASSED AND ADOPTED by the Council of the City of Willcox, Cochise County, Arizona, this ____ day of October, 2010.

APPROVED/EXECUTED:

MAYOR, GERALD W. LINDSEY
Signed: _____.

ATTEST:

APPROVED AS TO FORM:

City Clerk, Cristina G. Whelan, CMC

City Attorney, Hector M. Figueroa, Esq.

RESOLUTION NO. 2010-100

Professional Service Agreement Twin Lakes Golf Course

This Agreement (hereinafter referred to as the "Agreement") is made by and between the City of Willcox (herein referred to as the "City") and _____ (herein referred to as the "Pro").

Whereas, the City is the owner of the Twin Lakes Golf Course (herein referred to as the "Course"); and

Whereas, the City wishes to engage, as an independent contractor, a competent professional to manage and operate the Course. Further the City wishes to lease its Governmental Liquor License as part of the agreement.

Whereas, the Pro is a professional with demonstrated abilities in the operation of similar facilities and wishes to lease the liquor license and manage the Course as an independent contractor.

Whereas, the PRO accepts the conditions and requirements of this agreement and the Exhibits, A, B, C, & D.

Now therefore, in consideration of the mutual benefit to be derived by both parties herein, it is agreed as follows:

1. **ENGAGEMENT OF THE PRO.** City shall engage the Pro as an independent contractor to operate the course, which operation shall include the golf course, driving range, club house facilities, and liquor license as more particularly described herein, in accordance with the terms, conditions and covenants contained herein.
2. **INDEPENDENT CONTRACTOR STATUS** Pro and City, in performing obligations under the agreement, understand and agree that:
 - a) City will require Pro to use Pro's own methods,
 - b) Pro will receive no training from the City,
 - c) Services provided by the Pro are not subject to direction and control by City,
 - d) City is not interested in the methods which Pro employs, but is interested in the results which Pro achieves,
 - e) Pro may hire, supervise, and pay such assistants as Pro may require to provide services under agreement,
 - f) A continuing relationship between Pro and City is not established by agreement,
 - g) In performing duties under agreement, Pro is the master of Pro's time. City shall not establish hours of work for Pro. The City does reserve the right to set times when the course must be available for play.
 - h) City shall not require the Pro to work exclusively for the City. Pro can work when and for whom Pro chooses. City understands that Pro can provide services to other third parties who are not related to City during the time Pro's obligations under agreement are being performed,

- i) City shall not require Pro to perform services in the order or sequence set by the City,
- j) Pro shall not be paid by the hour, week, or month, but shall be entitled to the retainer set out in Section 5 of the agreement,
- k) City shall not pay the Pro's business or travel expense,
- l) City understands the Pro has a significant investment in the equipment and supplies which Pro uses in providing services under agreement.
- m) City and Pro understand that Pro can make a profit or suffer a loss in providing services under agreement,
- n) City understands that Pro is an independent contractor, who makes professional services available to the general Public.

3. **TERM**

- a) Agreement shall be for a term of five (5) years, beginning on January 1, 2011 and ending December 31, 2015.
- b) Should the Governing Body of the City choose to end the agreement as per Section 4 of the agreement, City may:
 - i. Reimburse the Pro for new, unused pro shop inventory upon presentation of paid invoices.
 - ii. Reimburse Pro for the depreciated value of the trade fixtures and equipment that the Pro does not wish to remove and that the City wishes to retain, and that there are no liens upon. The depreciated value shall be calculated on the 5 year straight-line method over a class life that does not exceed the term of agreement. Prior to February 1, 2011, Pro will provide a report of trade fixtures dated as of January 1, 2011 showing the depreciated schedule for each fixture/equipment; (Exhibit C)
 - iii. Reimburse the Pro within ninety (90) days of end of agreement, at the depreciated rate for any capital improvements made by Pro, to Clubhouse facility or any other capital improvements made on the course, provided such improvements have been approved in advance by the City. The depreciated rate shall be straight line over the class life of the improvement, such life having been approved by the City in writing prior to the installation. Prior to December 31, 2014, Pro will provide a report showing any and all Capital Improvements made by Pro that were approved by the City, supporting documentation indicating the City's approval, and the depreciated value for each Capital Improvement. (Exhibit C)
 - iv. Assume Pro's obligations under contracts for the purchase or rental of capital equipment used by Pro in performing services under agreement, at the course, including, but not limited to a contract for the purchase or rental of golf carts, provided the City has approved the contracts prior to execution, such approval shall not be unreasonably withheld. (Exhibit C)
 - v. Reimburse Pro for the cost of usable inventories remaining in restaurant/Bar, upon presentation of paid invoices.
- c) Should the Pro choose to end the agreement as per Section 4 of the Agreement the City shall be required to follow the items in Section 3 b) i. – v.

- d) Should the Pro choose to end the agreement other than Section 4 or Section 28, the City shall be under no obligation to follow any of the provisions of this Section 3.

4. TERMINATION/BREACH

If either the City or the Pro fail to comply with any of the provisions of agreement; and fail to cure same, or are unable to provide justification for such noncompliance; then agreement may be terminated by the complying party. Said termination shall be effective thirty (30) days mailing notice to the address provided in this agreement by 1st class US mail, or hand delivery of notice.

5. COMPENSATION.

- a) Concessions – Pro shall be given the exclusive privilege and shall be permitted, during the term of agreement, to operate the following concessions on the premises of the course. City shall receive the percent of income indicated after each service below. The remaining portion of the income collected is due the Pro; City income shall be accounted for and turned into the City finance office on a monthly basis. For the purposes of this section, revenues shall be the gross revenues prior to the application of Sales Tax. These payments are not in lieu of Sales Tax, these are additional payments for the use of the Course. At no time shall the City be responsible for any operating losses of concessions.
- 1) Services for which the Pro establishes the maximum charge with City Council ratification:
 - i. Membership fees -- 2%
 - ii. Greens fees-- 2%
 - 2) Services for which Pro establishes the maximum charge:
 - i. Sales in the Pro Shop -- 0%
 - ii. Golf Instruction -- 0%
 - iii. Golf Club Cleaning , rental and storage -- 0%
 - iv. Locker rental -- 0%
 - v. Driving Range facilities -- 0%
 - vi. Rental of Golf Cars -- 0%
 - vii. Shed rental Fees -- 0%
 - viii. Trail Fees -- 0%
 - ix. Club Rental, hand pull carts -- 0%
 - x. Any other service or goods sold at the Course -- 0%
- b) The amounts due to the City shall be turned into the City finance office by the twentieth (20th) working day following the close of the month. At no time shall the City be responsible for any operating losses.
- c) Retainer – This is a payment by the City to the Pro for delivery of services under agreement. The amount shall be \$ 54,500.00 per year. Payments will be made on a monthly basis, by the tenth (10th) working day following the close of each month.
- i. This amount may be held by the City in trust if the Pro fails to provide the reports or pay the amounts owed the City as indicated in this contract.

- ii. If the City reduces General Fund expenditures due to revenue shortfalls, the amount of subsidy paid may be reduced the like amount for the remainder of that fiscal year.
- d) Pro shall maintain, in accordance with generally accepted accounting methods, in the clubhouse, a complete set of books for operations under this Agreement. The books shall be available to the City finance staff for review upon request from the City. An annual compilation of these books shall be prepared by a certified public accountant, at the Pro's sole expense, and this annual compilation shall be submitted to the City Clerk's office within 120 days of the close of the year. Pro shall provide to the City's Finance Director a quarterly Golf Course Activity Report which shall include the total amount of revenues collected from each source identified in Sections 5.a) of this Agreement, the total number of rounds played, and number of memberships sold. The required activity report shall be submitted to the City's Finance Director no later than the 15th day of the month following the end of the quarter.
- e) Water hole concession – The Pro shall have the exclusive right to retrieve golf balls from the water hazards or other bodies of water located within the Course and retain any proceeds from the sale of the retrieved balls. Pro shall use an experienced and reputable company for this purpose and shall exercise due care so as not to harm any pipes, drainage equipment, irrigation facilities or other similar apparatus located within the water hazards or bodies of water

6. DUTIES AND AUTHORITIES OF PRO – In the performance of the duties under agreement the Pro shall work with the City Manager or designee on matters relative to the Agreement. The general functions of the Pro shall be as follows:

- a) The Pro may discount fees, package green fees, or provide membership discounts when the Pro determines that a such discounting or packaging would encourage play. Discounting or packaging shall be limited as follows:
 - 1) The discounted green fee shall not be less than 50% of the regular green fee unless otherwise consented to in writing by the City Manager;
 - 2) Discounts or packaging shall be for limited periods or consist of an “upfront” payment program such as discount cards;
 - 3) The Pro shall keep a record of all such discount or packaging programs which shall be provided to City staff upon request.

The Pro may permit up to 1000 Complimentary/Promotional Rounds (each round is equal to 18 holes of golf) to be played in each calendar year of the agreement at no charge. There is no “carry over” nor “borrowing”. Pro shall maintain a record of Complimentary/Promotional Rounds. No unpaid use of the Course shall be allowed, except under this paragraph or paragraph 6.g) and 6h) of this Agreement.
 - 5) The Pro may also make the membership discounts when consented to by the City Manager in writing.:

In no case shall a membership extend beyond the Termination date of this Agreement.
- b) Performance of the services as stated in the Exhibit B which is incorporated into this document by reference.

- c) Provide supervision and coordination on the Course.
- d) Pro shall pay all operating expenses of the Course (excepting the area used by the Food Pantry).
- e) Pro may with City's prior written approval, which shall not be unreasonable withheld, make capital modifications, alterations and other changes to the interior of the Clubhouse, which shall be recorded on Exhibit C.
- f) Pro shall obtain and keep current, all necessary licenses or permits necessary to accomplish duties under the Agreement.
- g) Pro shall allow the Willcox High School Golf Team to play without charge by the Pro in accordance with the Exhibit B. This play includes use of the driving range and 3 – 5 days annually for tournaments.
- h) As an enticement to encourage use of the Course, the Pro shall permit individuals who are at the time of play current City of Willcox employees to use the Course, when the Course is available for general play, at no cost of Greens fees; all other costs shall be charged. These rounds are not included in 6.a) 3) above.
- i) The Pro shall maintain the interior of the structures, provide the necessary maintenance of the interior, including but not limited to painting and cleaning. .
- j) The Pro shall use best current practices for maintenance of the all vegetation on the Course (including the requirements of Exhibit D), including vegetation in and surrounding the water hazards/lakes (if any).
- k) The Pro will be responsible for the maintenance and repair of the irrigation system from and including the individual control valves to the irrigation heads. This will also include the controller and wiring to the control valves.
- l) The Pro shall maintain the cart paths.

7. **DUTIES AND RESPONSIBILITIES OF THE CITY**

- a) The City shall at its sole expense be responsible for the upkeep on: parking lot, exterior of buildings, heating and cooling equipment, ventilation equipment, fences, replacement of plate glass, upkeep of utility connections to any buildings, plumbing, electrical, and maintenance of the water hazards/lakes (Maintenance of the water hazards/lakes means the maintaining the integrity of the body of water to hold water-not Leak. At the time of this agreement the water hazards /lakes are not capable of holding water and the City does not have any funds budgeted or planned to bring them to usable condition, neither is the City providing assurance that if/when they are brought to usable condition that there will be sufficient water to fill the water hazards/lakes).
- b) The City shall maintain the pumps for delivery of effluent water to the Course in proper operating condition and pay the utility cost of operation of the pumps. The City shall maintain and repair all main lines and electrical lines on the course up to the individual control valves as well as the individual gate valves which feed the control valves. The City shall maintain and repair all main line valves on Course used to isolate various sections of the Course and the various pipes and valves used to feed effluent to the Course from the City's Waste Water Treatment Plant.
- c) The determination of good and serviceable condition of the Course shall be made by the City Manager in conjunction with the Pro.(See exhibit D for details)

- d) The City shall budget in each fiscal year during the term of this contract an amount to be used, by the Pro, to purchase materials as listed in section 6.k) above.
- e) Additionally, the City shall reserve the amounts received under section 5.a) 1) i. & ii. Until the amount reserved equals \$2,500.00. Once the amount equals or exceeds \$2,500.00 any additional sums will be unrestricted deposits into the General Fund. Monies within this restricted account may be used to provide improvements to the irrigation system, with the approval of the City Manager.
- f) The City agrees to; within one year of the approval of this agreement provide all the necessary parts, equipment, and labor to convert the existing practice green from potable water to effluent water

8. GOLF CARS

- a) The provision of golf cars for use on the course shall be the sole and exclusive responsibility of the Pro, except as noted in Section 8.b.
- b) Pro understands that the individuals have privately owned golf cars and may use them on the course subject to reasonable rules and regulations set by the Pro. These individuals are subject to reasonable storage and trail fees as provided herein

9. EQUIPMENT AND TRADE FIXTURES

Pro shall have the authority to purchase, at Pro's sole cost and expense, such trade fixtures and equipment as the Pro may feel necessary or appropriate. Disposition of these items will be as set forth in section 4 of agreement. (Exhibit C). The Pro further acknowledges that the items listed on Exhibit A are the property of the City and shall be returned to the City in as good of a condition as received excepting normal wear.

10. COMPLIANCE WITH LAWS

Pro shall comply with all applicable Federal, State, and local laws and ordinances governing the operation of the course. Violation of any such laws or ordinances may be considered as cause for termination under section 4 of Agreement.

11. PAYMENT OF OBLIGATIONS

Pro shall promptly pay all debts incurred by him for the purchase of goods or services used in the operation of the Course. Pro shall not permit any lien to be established against the Course.

12. INSURANCE

- a) Liability Insurance Throughout the term of Agreement, City will maintain in effect a policy of liability insurance, or self insure, against all risks for which a municipality may be held liable under the laws of the State of Arizona. The amounts of such insurance shall not be a limitation of City's agreement to indemnify, defend and hold Pro harmless.
- b) Pro Liability Insurance Pro shall secure public liability, property damage and products liability insurance with policy limits not less than the minimum amount which the City is liable under the Arizona Tort Claims Act. The amounts of such

insurance shall not be a limitation of Pro's agreement to indemnify, defend and hold City harmless.

- c) Fire and Casualty Insurance City shall at all times maintain in effect, with Pro as an additional insured, insurance against loss by fire or other casualty for buildings or improvements located on the Course.
- d) Evidence of Insurance. Each party shall deliver to the other a certified copy of the relevant policies of insurance or a certificate evidencing such insurance, upon written request. Each policy or certificate evidencing such insurance shall contain a provision requiring thirty (30) days' notice to the certificate holder before cancellation or a material change of the policy.

13. NOTICE OF CLAIMS

Each party shall give the other prompt notice of any claim coming to that party's knowledge that in any way directly or indirectly affects either party, and both parties shall have the right to participate in the defense of any such claim or suit instituted against that party where the liability is fully covered by insurance maintained by that party under the provisions of Agreement.

14. INDEMNITY

- a) Pro agrees to indemnify, defend and hold harmless City from any and all liability or loss against all claims, or actions based on or arising out of damage or injury to persons or property, caused by or sustained in connection with the performance of Pro's duties as provided herein.
- b) City agrees to indemnify, defend and hold harmless Pro for any and all liability or loss, and against all claims or actions based on or arising out of damage or injury to persons or property caused by or sustained in connection with the performance of the obligations and conditions of City as provided herein.

15. HAZARDOUS SUBSTANCE

City and Pro hereby affirm and agree that Pro is in no way responsible for the maintenance and upkeep of the Course prior to this Agreement. City hereby agrees to indemnify and defend Pro from any and all liability, claims or causes of action arising out of or based on claims or alleged causes of action or damages that there was, is or has been use of hazardous substances on the Course prior to this Agreement.

16. EMPLOYEES

The Pro shall employ any assistants necessary to effectively carry out the duties enumerated in Agreement. Pro shall be considered the employer of all assistants to be employed, shall pay them the salary stipulated in connection with their employment, and shall pay such federal, state and social security payments as are required by law, and shall comply with all federal and state laws in connection therewith.

17. UTILITIES

- a) Electrical service and electricity and other utility services used on or serving the Course, including but not limited to, gas, wastewater/sewage (shall be charged to the Pro at a rate established for a Commercial sewage account of like sized meter with a

flow as determined by the parties and approved by the City Manager), cable services, telephone, and potable water, are the responsibility of the Pro. The City shall work in cooperation with the Pro to make sure the Pro can secure the services at the rate charged for similar facilities, activities or uses by the applicable utility company to City. Pro shall timely pay all charges incurred for said services.

- b) The City shall be responsible for payment of all utilities necessary to deliver Effluent Water to the Course.
- c) Utility services used by the Food Pantry are the responsibility of the City. This was on original agreement highlighted for reference only

18. FORCE MAJEURE

If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, labor trouble, inability to procure material, failure of power, restrictive governmental laws or regulations, including, but not limited to, any laws or regulations imposed by City, riots, insurrection, war or other reason of a like nature, not the fault of the party delayed in performing work or doing acts required under Agreement, at the option of the party delayed, Agreement may be terminated or the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

19. PERSONNEL

- a) City retains approval of the person performing the on-site duties of Pro. Pro may hire a qualified on-site principal, with prior approval from City, to perform the day to day responsibilities.
- b) If the Pro and the on-site principal are unable to perform the duties due to illness or death, the City may declare the Pro to be in default.

20. MISCELLANEOUS PROVISIONS

- a) The waiver by either party of a breach or violation of any provision of Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
- b) No modification, amendment, addition to or termination of Agreement, nor waiver of any of its provisions, shall be valid or enforceable unless in writing and signed by all of the parties, except as herein otherwise provided.
- c) Agreement shall be binding on the parties, their distributees, legal representatives, successors and permitted assigns. Agreement is personal to each of the parties, and neither party may assign nor delegate any of its rights or obligations hereunder without first obtaining the written consent of the other party.
- d) Any and all notices required or permitted to be given under Agreement will be sufficient if furnished in writing, sent by registered mail to the address listed in this agreement.
- e) In any action or proceeding brought by any party under Agreement, the prevailing party shall be entitled to recover from the other party attorneys' fees, investigating costs, and other legal expenses and court costs incurred by such prevailing party in such action or proceeding as the court may find to be reasonable.
- f) Agreement shall be interpreted, construed, and governed according to the laws of the State of Arizona.

- g) In the event that any one or more of the provisions contained in Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions hereof, and Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
- h) The paragraph or section headings contained in the Agreement are for convenience only and shall in no manner be construed as a part of Agreement.
- i) Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.
- j) Each party which is a signatory to Agreement has full authority to enter into Agreement.
- k) The books and records, of the Pro, relating to this Agreement, shall be made available to city officials, or city agents, within forty-eight (48) hours of request for auditing purposes.
- l) The City understands that the Pro maintains a Travel Trailer on site, for which approval was received from the City Planning & Zoning Commission, the purpose being for a caretakers residence. The City has no objection to the Travel Trailer as long as it is fit for human habitation and used for that purpose.

21. GRANT OF CONCESSION

City grants to Pro, exclusive right to food and beverage services in the Clubhouse and any other location on the Golf Course which Pro deems appropriate for the operation of the services described herein and grants to Pro the exclusive privilege to sell, at prices Pro deems appropriate, food, beverages and, if applicable, alcoholic beverages on the Course, as Pro deems appropriate.

22. LEASE OF ALCOHOLIC BEVERAGE LICENSE

- a) Governmental License City has a Class 6 license to sell alcoholic beverages at Course. Pro understands that a license may be leased to a qualified lessee as determined by the State of Arizona. City agrees to lease said license to Pro during the term of Agreement upon such terms and conditions as may be set forth in law and regulation including, but not limited to those promulgated by the State of Arizona. City represents and warrants that during the term of Agreement no other party shall be given authority to sell alcoholic beverages from anywhere on Course.
- b) Professional License Should City fail to retain a governmental license to sell alcoholic beverages or the authority to lease said license, Pro shall have full authority to obtain a license for the sale of alcoholic beverages on Course. Should Pro obtain the license to sell alcoholic beverages, it shall pay the City, as set forth in section 5 of this agreement.
- c) Sales Tax Statements. Pro shall be required to provide to City monthly copies of the gross receipts tax statements and total sales volume from alcoholic and non-alcoholic sales within fifteen (15) days after the due date to the State of Arizona.

- 23. PERSONAL PROPERTY AND FIXTURES**
Upon commencement of Agreement, Pro may take possession of, clean, repair and use those items of equipment identified in Exhibit A attached hereto and made part hereof. The items listed in Exhibit A shall remain the property of City. Additions or deletions shall be noted in writing to the City and by the City. All other equipment necessary to provide the services enunciated in Agreement shall be furnished by Pro. All equipment not on Exhibit A (furnishings and the like which have been purchased by Pro) may become the property of City upon termination of Agreement as provided in Paragraph 3 of this Agreement.
- 24. USE OF PREMISES**
The Course may be used for any purpose permitted under the City Zoning Codes.
- 25. HOURS OF OPERATION**
Pro shall maintain the concession business open, at a minimum, three hundred (300) days, during each calendar year, during daylight hours.
- 26. CITY ACCESS**
Upon reasonable notification to Pro, City shall have reasonable access to all leased premises for the purpose of inspecting the same and making the repairs for which City is responsible as provided herein.
- 27. PARKING**
Patrons of Pro shall have the right to use Course parking area which shall otherwise be under the exclusive control of City. City shall maintain the parking area in good order throughout the term of Agreement.
- 28. DAMAGES TO PREMISES**
- a) If at any time during the term of Agreement, the Course, or any improvements located thereon, including, but not limited to, the heating, air conditioning, ventilation and sewage systems, are damaged by fire, act of nature, act of City or other cause beyond Pro's control, such that it is impractical or impossible for Pro to operate the Course or provide the other services contemplated by Agreement, Pro may terminate Agreement. To so terminate Agreement, Pro shall deliver written notice to City within twenty-one (21) days after the damage occurs, specifying the reasons for termination. Upon delivery of the notice, Pro shall have no further liability to City beyond payment of fees provided herein accrued to the date of termination. The City shall be required to follow the steps required in Section 3 c).
 - b) If Pro elects not to terminate Agreement, Pro shall give written notice to City of its election not to terminate. Failure to provide notice within twenty-one (21) days of the damage is notice to continue operation. As soon as reasonably possible after receipt of said notice, City shall restore Course, and/or, if applicable, any major improvements located thereon, including, but not limited to, the heating, air conditioning and sewage systems, to the condition they were in before the damage occurred. After giving notice, Pro shall restore the interior of Buildings, including,

but not limited to, trade fixtures and equipment to the condition they were in before the damage occurred.

- c) If at anytime during term of the Agreement the Course, or any improvements are damaged by causes within the Pro's control, Pro shall be responsible, at Pro's sole cost, to return the Course, or any improvements to the same or better state as prior to the damage. Failure of the Pro to immediately restore the damage may be basis for termination under Section 4.

29. NOTICES

City and Pro agree that any notices sent pertaining to this Agreement shall be sent by the mailing of written notice, by United States mail, postage pre-paid, to the address of the other party as set forth below or to such other address as the party may designate in writing:

For City:

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

For Pro:

30. RENEWAL/EXTENSION

Either party shall notify the other party at least twelve months prior to the expiration of this Agreement of their interest in renewal or extension. The second party shall within ten days of the request respond to the notice. The City Manager shall establish a schedule for discussion of renewal/extension within thirty days of acknowledgement of the request. Either or both parties may waive the notice requirements of this section by written notice to the other party; waiver is not automatic and must be accepted by the nonrequesting party.

31. LIABILITY OF CITY

City and Pro intend that an independent contractor-employer relationship exist by and between City and Pro. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Pro. Pro is not to be considered an agent or employee of City for any purpose, and the employees of Pro are not entitled to any of the benefits that City provides for City's employees. City shall not be liable to Pro if governmental authorities suspend, revoke or cancel the City's Class 6 Liquor License.

32. ASSIGNMENT

City and Pro agree that this Agreement may not be assigned by Pro without the prior written consent of City; which shall not be unreasonably withheld. If Pro wishes to assign the Agreement written notice shall be provided as per the requirements of this Agreement. The City may require background information on the proposed Assignee prior to placing the item for City Council action.

IN WITNESS WHEREOF, City and Pro have executed this Agreement on the date set opposite their signatures.

CITY OF WILLCOX, ARIZONA
An Arizona municipality

By Mayor: _____
Date _____

ATTEST:

City Clerk Cristina G. Whelan, CMC

APPROVED AS TO FORM:

Hector Figueroa, City Attorney

Date

Name of Pro _____.

By: _____

By: _____

Exhibit A

List of City owned Property at the Twin Lakes Golf course as of January 1, 2011

1. There are three (3) EZGO carts. All of them are very old and used up. One of them is used for repair parts for the other two. There are two (2) chargers with them and they both need timers in order for them to work.
2. There are three (3) display cases; all of them are in storage in poor condition.
3. There are three (3) tables 4'x6' and 59 chairs in fair condition.
4. There are two (2) riding Greens mowers. One of them was involved in a fire some years ago and has been used for parts for the remaining Greens mower.
5. The Greens Aerator runs, but it burns a lot of oil. All bushings need to be replaced and the engine rebuilt or replaced in order for this machine to perform efficiently and effectively.
6. Top-dressing/Sand spreading machine is functional but very old. It also burns a lot of oil and should be rebuilt.
7. The Ball Picker is very old and there are no parts available.
8. The Utility Cart is home made and old; but is functional.
9. There are two (2) Fuel Tanks in working order and are presently in use.

Exhibit B

To operate and maintain Twin Lakes Municipal Golf Course under a Professional Service Agreement for a minimum of five (5) years starting January 1, 2011.

The City of Willcox (City) is seeking to engage a Professional (Pro) to operate the Twin Lakes Municipal Golf Course (Course) as an independent contractor. The Pro is required to demonstrate experience and skills in the operation of similar type ventures. The Pro will have control of the operation and maintenance of the Course during the term of the Professional Service Agreement (Agreement). The City will provide Class B effluent water to the Course at no cost to the Pro.

Description of the Course

The course is located at 1000 South Rex Allen Jr. Road in Willcox Arizona. The Course consists of approximately 75 Acres of developed land that contains the nine (9) holes, 3 water hazards, 3 buildings, Driving Range, parking lot, and storage area. The playing area is a 9-hole, par 36 course, with a 69.3 PGA rating and a 107 slope rating. The playing area provides from 2727 yards of play from the ladies red tees, to 3303 yards of play from the men's blue tees. Typically the Course could be available for play 365 days per year during daylight hours. The heaviest use has been during the spring season.

Attachment 1 is information concerning the number of rounds played in recent years.

Ownership of Property and Equipment

The City owns all Real Property and maintains the same. The City uses the water retention areas (ponds/water hazards) on the Course as part of the City's effluent disposal system and will retain control of the ponds. One building (Pro Shop) appears to have termite damage; the City may replace or substitute other building space on the Course if the building is deemed by the City to be unusable. The Pro shall have the control and use of all other building and space excepting the space currently used by the Food Pantry and described as follows: The City currently utilizes space within one of the buildings of approximately 1710 square feet and anticipates continued use by the City during the term of this agreement.

The City has a Class 6 Liquor License (License) which the City will retain; the Pro may become the designated operator under the License if the Pro agrees to pay all associated fees.

The Pro will be expected to provide all equipment necessary for the maintenance and operation of the Course. Any Capital improvements made by the Pro will require prior approval by the City, which approval will establish any recapture of costs by the Pro. All equipment furnished by the Pro will remain the property of the Pro.

Responsibilities of Pro and City

Pro shall furnish all of the necessary labor, supervision, tools, vehicles, equipment, supplies, inventories, materials, utilities, insurance, and all other items incidental to the operation of the Course during the term of the Agreement and any extensions of the Agreement. All services, equipment, or other items provided by the Pro must comply with all applicable rules and regulations of the City and any other Federal, State, County,

or Local agency, which now exercises or may exercise control over the type of service provide by the Pro at the Course.

Pro shall establish fees and charges for services, sales, or rental of equipment. Information on these shall be available to the Public upon request. Pro may establish with City Council approval Greens fees and memberships.

Pro shall make the Course available for play a minimum 300 days per year, during daylight hours, tournament play shall be considered days available to the public.

Pro shall cooperate with the Willcox Unified School District Golf Program (School) by permitting active team members a reasonable number of rounds of golf and/or use of the driving range during and immediately preceding the High School Golf season, and must permit at no charge to the School for rounds at least one match play (tournament) between schools per calendar year. (Pro may charge for supplies, carts, food, etc.)

Pro will use the Class B effluent water, as permitted under State requirements, as necessary to properly water the Course; Pro is not required to use all effluent produced by the City.

Pro shall establish and make payments to maintain the necessary utilities (including potable water from the City) during the term of this Agreement.

Pro shall maintain the Course in good repair (**See exhibit D for further detail**) during the term of this agreement to include but not be limited to; the proper use of fertilizers, pesticides, mowing, irrigating, weeding, over seeding of Fairways, Tee boxes, and Greens, cleaning and maintaining the interior of buildings, maintenance of the cart paths, and policing the grounds.

Pro shall operate the irrigation system and maintain the irrigation system from and including the individual control valves to and including the sprinkler heads. (See attached drawing for clarification)

Pro shall only permit the application of Herbicides and Pesticides by a properly licensed applicator.

Pro shall maintain a Liability Insurance policy, naming the City additionally insured, in an amount not less than One Million dollars (\$1,000,000.00), which Policy shall cover public liability, personnel Liability, product liability, fire damage, and shall be in addition to any insurance coverage provided by the City.

Pro shall agree to protect, indemnify, subrogate, and hold harmless the City from any and all liability resulting from operation of the Course.

Pro shall be responsible for preparing any and all reports and payments.

Pro shall be responsible for providing to the City an amount of money as reflected in the Contract to reflect the % collected from various activities/services performed on the Course.

Pro shall indicate the name and background of the individual who shall be responsible for on site duties at the Course, this individual is subject to City approval which shall not be unreasonable withheld.

City shall provide Class B effluent water, year round, at no charge to the Pro, delivered to the Course, up to the amounts produced by the City's Waste Water Treatment Plant.

City shall maintain the irrigation system including pumps, piping, up to, but not including the individual control valves. (See attached drawing for clarification).

City shall maintain the exterior of the structures, parking lot, roadways, and ponds.

City shall provide payment, within 10 working days of the 1st of each month, 1/12 of the amount listed in the Contract for subsidy.

City shall maintain insurance on the Real Property sufficient to replace or repair the same if they are damaged.

Term of Agreement

City is establishing the initial term of the Agreement will be from January 1, 2011 to December 31 2015 (five years). City anticipates permitting up to three (3) one (1) year extensions to the agreement upon consent of both City and Pro.

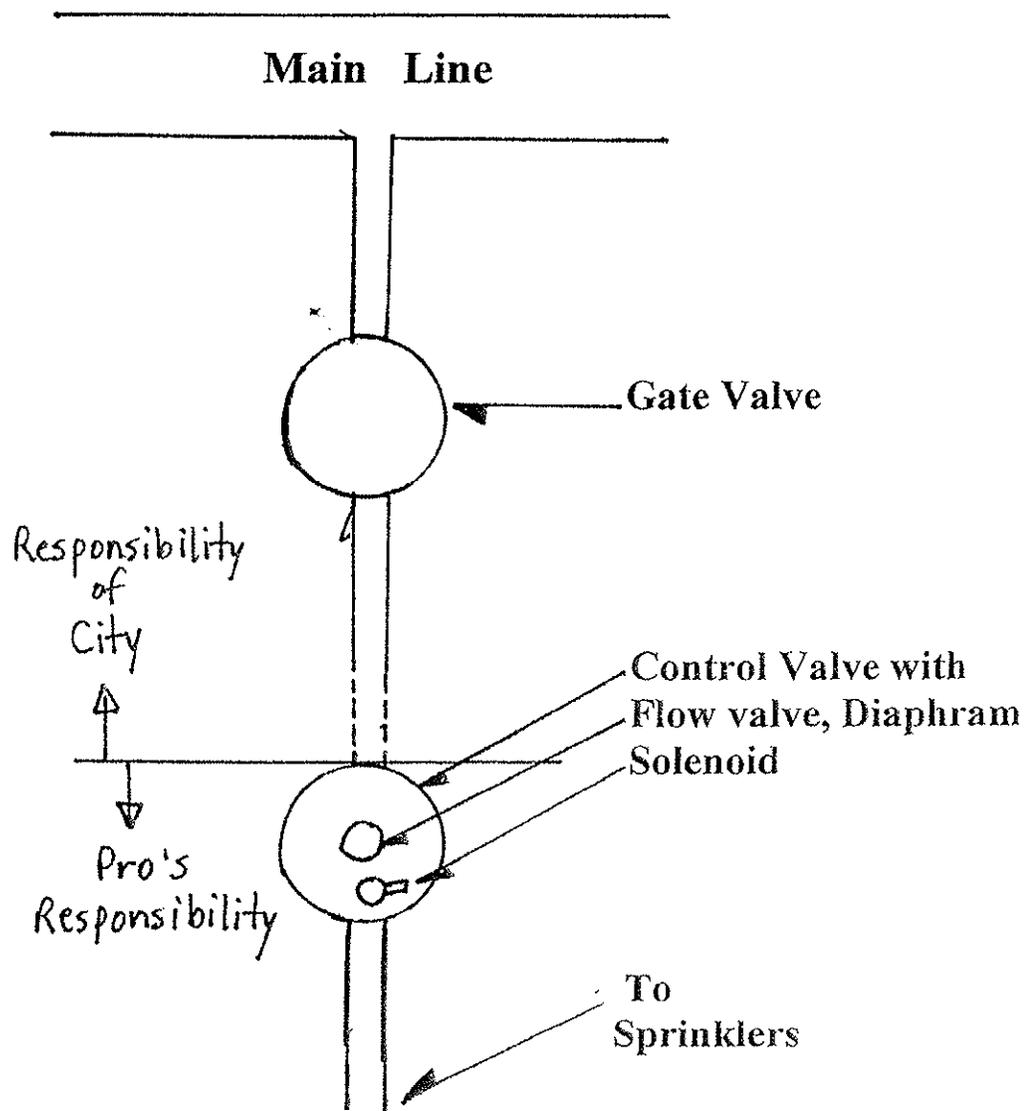
Exhibit C

List of capital improvements and equipment showing: date of improvement; date authorized by the City; dollar cost of improvement; and Depreciation schedule.

Exhibit D
to the Professional Service Contract Twin Lakes Golf Course

The Pro shall maintain the course and grounds in a professional manner using turf maintenance and improvement techniques which he deems appropriate. Such techniques include mowing, aeration, fertilization, weed and pest control, de-thatching, over seeding, etc. The timing and frequency will be at the discretion of the Pro. Public Services & Works Staff, including the Public Works Director, may inspect the course at any time. An active dialogue concerning golf course conditions shall exist between the City Staff and the Pro to address questions or concerns of the course condition. Unusual conditions such as water shortages, storms, equipment failures, revenue declines, etc. will be discussed and documented. In the event a disagreement arises between City Staff and Pro concerning the upkeep or quality of course conditions, the City Manager will be used to settle the dispute.

Typical Gate & Control Valve setup



**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item 10D
Tab Number 5
Date: 10-4-2010

Date Requested:
9-27-2010

Resolution
 Ordinance
 Formal
 Other

Subject: Approval to submit a full **State-Grants-in-Aid - Construction** grant application to the AZ State Library, if requested, and ratifying a Letter of Intent/Support submitted previously by the City and the Mayor to meet a 9-24-2010 deadline.

TO: MAYOR AND COUNCIL
FROM: Tom Miner, Library Director

RE: Council Approval to submit a State Grants-in-Aid (SGIA) – Construction application for \$5,000

DISCUSSION: As of Sep 20, 2010, based on Council action, the Elsie S. Hogan Community Library is now in full compliance with the Arizona Resource Access and Attainment Policy (AzRAP). As a result, we had just four days to meet the deadline to request SGIA-C funding in the amount of **\$5,000.00**, approximately half the total estimated cost of \$10,000 for a qualifying Americans with Disabilities Act (ADA) renovation project, which will provide safer, convenient ADA access into our Library. This critically-needed funding support will allow us to **complete** a nearly two-year-long Renovation Project for this Library. With the current economic situation, we do not have the funds to do it on our own. This type of grant requires 50% matching funds.

BACKGROUND: Last year, we asked the State Library for funding to complete our new entry vestibule and incorporate ADA automatic doors into the design and function of it, and thankfully, they provided it. At that time, we thought we had the current above-mentioned project covered through another source – LTAF funds, which the City had applied for via our Master Plan for Streets improvements, and it had been approved/funded. Subsequently, the State-provided LTAF funds suddenly dried up, and we found ourselves left high and dry, and could not complete that project relative to the Library Renovation portion. As we had stressed last year in our request, ADA access into the Library was an issue that was long overdue to be addressed, and we were aggressively attacking the problem from several angles, and thought we had it pretty well in hand. Unfortunately, the outside ADA access portion fell through. These additional funds will allow us to complete a critical element of our Library ADA renovation/construction project, and offset the loss of LTAF funds already incurred.

PROJECTED OUTCOME: The new ADA access outside the Library, if funded, will clearly demonstrate the City's, as well as the Library's, commitment to providing a Public Library facility that beckons to **all** of our community residents, signaling a warm, welcoming, easily accessible environment, and one that does not exclude anyone, especially those with special needs. Two examples worthy of note here, are (1) the recent addition of a new piece of equipment at the Library for patrons who are visually impaired – the Optelec 20/20 Plus desktop computer/video magnification (5-60 times) system. Now, those individuals have a place to come and use something that will better their lives (*and save themselves \$3,000*), and (2), the Northern Cochise Community Hospital recently began providing

transportation to community residents with mobility problems or other special needs, that otherwise had no way to get to the Library, or to the grocery store and local shopping. We are now a fairly regular s on the route, and this new ADA access, if funded, will provide a **huge** benefit to **safely** load/unload individuals from the NCCH van. As we stated in our current 5-Yr Strategic Plan, our goal is to be “the Gathering Place” at the center of our community, a place where we can **all** come to relax, refresh, recreate, promote and participate in the free exchange of ideas, and most importantly, further our own knowledge.

RECOMMENDATION: The City Council approve our request to submit a full application to the AZ State Library, if requested, in the amount of \$5,000, and ratify the Letter of Support submitted by Mayor Lindsey on Sept 24, 2010.

FISCAL IMPACTS: +\$5,000 for completion of the Library ADA renovation project, if approved.

Submitted by:



Tom Miner, Library Director

Approved by:



Pat McCourt, City Manager

RESOLUTION NO: 2010-101

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, RATIFYING, APPROVING AND AUTHORIZING THE SUBMISSION OF THE APPLICATION TO THE ARIZONA STATE LIBRARY ["ASL"] UNDER THE SGIA-CONSTRUCTION GRANT PROGRAM FOR A QUALIFYING AMERICANS WITH DISABILITIES ACT ["ADA"] RENOVATION PROJECT AND DECLARING AN EMERGENCY TO EXIST.

WHEREAS, the CITY is authorized pursuant to A.R.S. §§ 9-413 and 9-419 to establish a Library fund and to authorize the use of land and structures for a public library; and

WHEREAS, the CITY is empowered pursuant to A.R.S. § 9-240 (A) and (B) to control the finances and property of the corporation; and

WHEREAS, the City of Willcox Mayor and Council, on behalf of the Elsie S. Hogan Community Library [the "LIBRARY"], desire to ratify, approve and authorize the submittal of an application to the ASL for grant funds that will provide safer, convenient ADA access to the LIBRARY; and

WHEREAS, the LIBRARY seeks Mayor and Council ratification and approval for the submitted application to the ASL after having approved and adopted the AzRAP policy making the City eligible for SGIA-Construction Grant; and

WHEREAS, the Mayor and Council of the City of Willcox have determined that it is in the best interest of the City and its citizens to ratify and approve the submitted application to the ASL; and

WHEREAS, the Mayor and Council desire to have this item presented at its October 4, 2010 Council Meeting; 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 approval and ratification of the submitted application, and that this Resolution be effective immediately upon its passage and adoption.

THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Willcox, Cochise County, Arizona, that the City hereby formally ratifies and approves the submitted application to the ASL.

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 October 2010.

APPROVED/EXECUTED:

MAYOR, GERALD W. LINDSEY
Signed: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk, Cristina G. Whelan, CMC

City Attorney, Hector M. Figueroa

RESOLUTION NO: 2010-101



TABS

Cochise County Library District

DRAWER AK
BISBEE, ARIZONA 85603

September 24, 2010

Tom Miner, Library Director
Elsie S. Hogan Community Library
100 N. Curtis Ave.
Willcox, AZ 85643

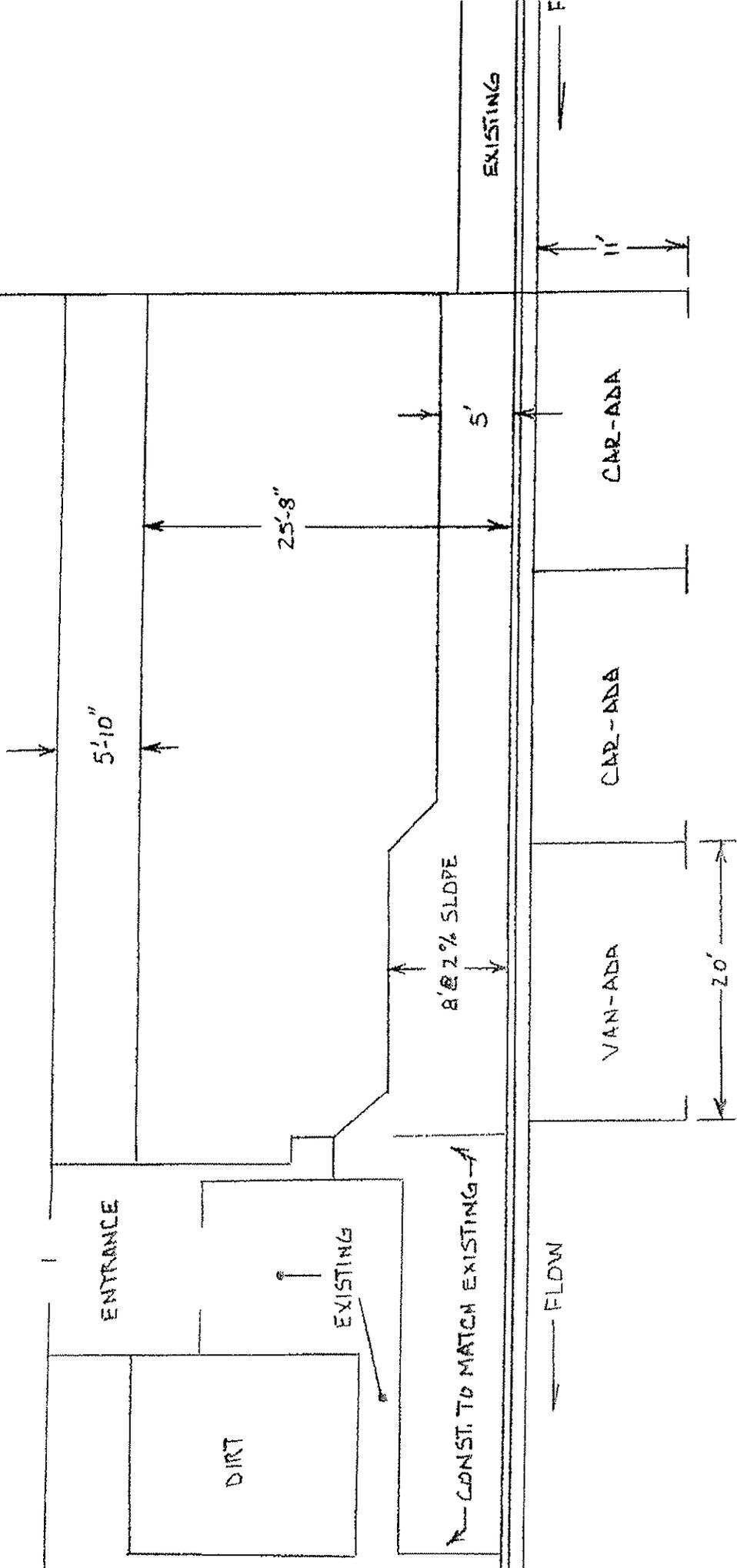
Dear Tom,

I am happy to lend my support to your request for SGIA-C Grant funds to provide much better ADA access to your Library. I think this project will put the finishing touches on what has been a long but satisfying renovation process. The recent improvements have all been well thought out and executed, and the people of Willcox can be very proud of their Library. The citizens will clearly see that the Library is truly there for all of the members of the community to use and enjoy. The Elsie Hogan Library has certainly come a long way in a relatively short time, and serves as an excellent example for other libraries in the District.

When I participated in your library's 5-year Strategic Plan development, I was very pleased by the enthusiasm displayed by the entire group, and their desire to make the library "a comfortable place" to visit. I remember we talked at length about improving access for people in wheel chairs and needing additional space so they could move about more freely. It is refreshing to see that you have stuck to the plan and worked so hard to bring about those changes for them.

Lisé Gilliland
Director, Cochise County Library District

LIBRARY



CURTIS AVENUE

SIDEWALK AND ADA LOADING ZONE - VAI

SCALE: 3/32" = 1'-0" APPROVED BY: [Signature]

DT

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 10E
Tab Number: 6
Date: 10-04-2010

Date Submitted: 9/28/2010
Date Requested: 10/4/2010

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

Subject: AECOM Assignment and Consent Agreement

TO: MAYOR AND COUNCIL

DISCUSSION: AECOM has been the Engineering firm working on the Fort Grant Enhancement project. According to the attach letter the company changed ownership from AECOM USA Inc. to AECOM Technical Services, Inc., effective November 1, 2009.

AECOM would like to assign our current contract with AECOM USA Inc. to the parent company AECOM Technical Services. Attached is the Assignment and Consent agreement for the consideration of the Council.

RECOMMENDATION: Approve and authorize signatory for the Assignment and Consent Agreement.

FISCAL IMPACT None

Prepared by:



Dave Bonner, Public Services & Works Director

Approved by:



Pat McCourt, City Manager

RESOLUTION NO. 2010-103

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA APPROVING AND ADOPTING THE ASSIGNMENT AND CONSENT AGREEMENT FOR THE FORT GRANT CONNECTIVITY ENHANCEMENT PROJECT BY AECOM USA, INC. ["ASSIGNOR"] TO AECOM TECHNICAL SERVICES, INC. ["ASSIGNEE"] AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.

WHEREAS, the City of Willcox (the "CITY"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation of the State of Arizona (the "State"), is authorized by the laws of the State to control the property of the corporation for the benefit of the CITY and its inhabitants and to enter into contract with respect thereto; and

WHEREAS, the CITY is empowered with the authority to control the streets and roads and to repair, maintain and improve same within and without its limits pursuant to A.R.S. Section 9-241 et seq.; and

WHEREAS, the CITY approved and adopted the AECOM agreement pursuant to Resolution 2009-42 to provide consulting and engineering services under the Agreement; and

WHEREAS, the CITY and ASSIGNOR entered into a Contract Amendment to amend the Scope of Work and Cost Estimate to complete the Final Scoping Letter and Environmental Clearance Agreement pursuant to Resolution 2009-46; and

WHEREAS, ASSIGNOR and ASSIGNEE have entered into an Assignment and Consent Agreement to assign, transfer and convey all of ASSIGNOR's rights, obligations, title, interest and liabilities in and to the Contract to ASSIGNEE; and

WHEREAS, the Mayor and Council of the City of Willcox desire to have this Resolution presented at its October 4th, 2010 Council Meeting for the purpose of approving, adopting and consenting to the Assignment; and

WHEREAS, the Mayor and Council have determined that formal action on this Resolution is in the best interest of the CITY, the general public 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 assignment of the Contract, 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 Mayor and Council formally approve, adopt and consent to the Assignment from the ASSIGNOR to ASSIGNEE as presented.

Section 2: That the officers and employees of the CITY are authorized to take all action necessary or reasonably required to carry out the intent of this Resolution relating to the Fort Grant Connectivity Enhancement Project.

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 and adoption by the City of Willcox, Cochise County, Arizona.

PASSED AND ADOPTED BY MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA this _____ day of October, 2010.

APPROVED/EXECUTED:

MAYOR, GERALD W. LINDSEY
Signed: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk, Cristina G. Whelan, CMC

City Attorney, Hector M. Figueroa, Esq.

RESOLUTION NO. 2010-103



AECOM Technical Services, Inc. 602.337.2777 tel
2777 East Camelback Road 602.337.2620 fax
Suite 200
Phoenix Arizona 85016
www.aecom.com

September 10, 2010

Dave Bonner
Director of Public Services and Works
City of Willcox
250 N. Railroad Ave.
Willcox, AZ 85643

Re: AECOM Change of Ownership
Fort Grant Road Connectivity Project, Willcox Sidewalk Enhancements

Dear Mr. Bonner:

AECOM has integrated operations in an effort to provide better delivery of services across business lines and geographies. As part of this integration, ownership of AECOM USA, Inc. was transferred to AECOM Technical Services, Inc., effective November 1, 2009. Other than this change of ownership, our corporate structure remains the same. However, our Federal Identification number has changed to 95-2661922. The applicable W-9 for AECOM Technical Services, Inc. is attached. Please note that AECOM USA, Inc. remains a live and viable operating entity as a subsidiary to AECOM Technical Services, Inc.

AECOM USA, Inc. is currently under contract with the City of Willcox to provide professional services on the above referenced project. AECOM USA, Inc. seeks your consent to assign our contract with you to AECOM Technical Services, Inc. Our legal counsel has prepared a suggested Consent to Assignment. Two signed copies of the Consent to Assignment are enclosed. If this is acceptable, please sign and date both copies, keep one copy for your records and return one copy to AECOM in the self-addressed stamped envelope enclosed.

Please be assured that the City of Willcox will continue to receive the quality service to which you are accustomed. We are still the same people providing the same professional services. As we transition to an integrated structure, we remain committed to the success of our clients and their projects. Thank you for your cooperation in this matter. Please do not hesitate to call me at (602) 337-2515 if you have any questions or require any additional information.

Sincerely,

Steven F. Fowler, PE
Arizona & New Mexico District Manager

Enclosures

Cc: FILE 60050569

ASSIGNMENT AND CONSENT AGREEMENT

RECITALS

WHEREAS, City of Willcox (City) and AECOM USA, Inc. executed that certain agreement for Fort Grant Road Connectivity Project, Willcox Sidewalk Enhancements, (the "Contract");

WHEREAS, AECOM USA, Inc., a New York corporation, ("Assignor") wishes to assign the Contract to its parent company, AECOM Technical Services, Inc. ("Assignee"); and

WHEREAS, City consents to the assignment of the Contract.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ASSIGNMENT

Assignor hereby assigns, transfers and conveys all of its rights, obligations, title, interest and liabilities in and to the Contract to Assignee. Assignee hereby accepts such assignment and assumes all of Assignor's rights, obligations, title, and liabilities in and to the Contract, whether such rights, obligations, title, interest or liabilities arose before or after the date of this Agreement.

CONSENT TO ASSIGNMENT

City hereby consents to the assignment of the Contract from Assignor to Assignee and agrees to look solely to Assignee for the continued performance of the Contract.

Executed this _____ day of _____, 2010.

ASSIGNOR

AECOM USA, INC.

By: _____

Name: Steven F. Fowler

Title: Vice President

ASSIGNEE

AECOM TECHNICAL SERVICES, INC.

By: _____

Name: Steven F. Fowler

Title: Vice President

CITY OF WILLCOX

By: _____

Name: _____

Title: _____

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item 11
Tab Number 7
Date: 10/4/2010

Date Submitted:	Action:	Subject:
September 29, 2010	<input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal <input checked="" type="checkbox"/> Other	Presentation by Revenue Discovery Systems

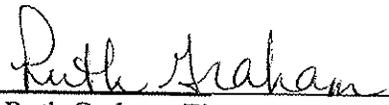
TO: MAYOR AND COUNCIL
FROM: Finance Director Ruth Graham

DISCUSSION:

This presentation by Rob Heimbuch from Revenue Discovery Systems (RDS) is to provide the Mayor and Council with an introduction to programs and information about the company and what it does. RDS offers Transaction Privilege Tax (TPT, or sales tax) collection and monitoring services to Arizona cities and towns. The attached Quick Facts pages briefly outline the program offered.

Currently the City participates as a program city under the Model City Tax Code for purposes of the collection of City sales tax. Under an Intergovernmental Agreement (IGA), the State of Arizona collects State, County and City sales taxes on a consolidated return. The State then remits the City's share of the TPT collections to Willcox. We receive most distributions in the month following the month of collection. For instance, July TPT reports are due August 20th and distributions to the City will be made in three or four installments in September. The State has significant budget limitations, and has reduced the staff available to provide services, to process tax collections, and to pursue collection efforts.

Bullhead City became the first City to work with RDS in February 2009. We have talked to the Finance Director, Rudy Vera, and the Revenue Manager, Loretta Kerns, about their experiences with RDS, and found that Bullhead City endorses the program. The RDS program gives them better reports on a timely basis, and allows them to monitor sales tax collections.

Submitted by:

Ruth Graham, Finance Director

Approved by:

Pat McCourt, City Manager

Together, the nation's two leading government revenue enhancement and consulting firms, RDS (Revenue Discovery Systems) and MuniServices, LLC, provide more than 50 years of comprehensive tax administration, revenue enhancement, discovery & recovery, compliance auditing and consulting expertise to state and local governments. RDS and MuniServices help fulfill the expanding demands of constituents. No other organization can provide an equal variety and depth of revenue enhancement services.

ABOUT RDS

- Serving governments for almost 30 years
- Provide services to more than 760 clients nationwide
- Offices strategically located across the nation and employ more than 230 staff members
- Process more than \$750 million in tax revenue
- Provide tax administration services that reduce the processing burden on state and local governments
- Annual SAS 70, Level II operations, process, and funds disbursement audit and governed by the Sarbanes-Oxley Act of 2002
- Recovered more than \$1 billion in new revenue for clients and assist in stopping the loss of billions more through an array of service offerings
- Provides misallocation review for agencies responsible for the collection and distribution of tax revenues

REVENUE DISCOVERY & RECOVERY

- Identify, notify, and collect taxes and/or fees from non-compliant businesses
- Perform automated data comparison of known taxpayers with other databases to identify additional businesses not on the client's tax rolls
- Contact under-filers and non-filers as needed to collect eligible back taxes and fees on behalf of clients
- Return updated database, allowing clients to benefit from full amount of future license fees
- Benefits-based fee structure dependent on amount recovered

REVENUE ADMINISTRATION

- Targets critical business processes such as data entry and processing, billing services, application and claims processing, compliance, and taxpayer support services
- Provide detailed reporting to enable more timely decision making and appropriate audit planning
- Alleviates need to purchase and maintain tax administration software
- Secure online reporting with detailed transaction accounting and management overviews
- Percentage of revenue processed fee structure

COMPLIANCE AUDITING

- More than 75 experienced Certified Revenue Examiners and Certified Public Accountants
- Examine taxpayer records and other revenue sources to ensure accuracy of tax payments
- Produce immediate unrealized revenue and promote growth of revenue base
- In the past three years, more than 78,000 audits conducted resulting in millions of dollars in newly available revenue
- Provide detailed documentation to enable proper assessment and collection of underpaid taxes
- Hourly rate or fixed fee pricing

MISALLOCATION RECOVERY

- Detect, document, and correct "misallocation" of local sales and use, district or property taxes
- Perform data comparison of taxes reported and develop inventory of potential taxpayer misallocations
- Verify misallocations and submit reallocation request to the appropriate agency
- Performance-based percentage of amounts re-allocated to clients

CONSULTING

- Revenue Information Reports and Systems (RIPS), enabling better understanding of the revenue base and promoting informed, economic-sensitive decision making
- RIPS include Sales Tax Analysis Reporting Services, Property.LINK, Geo-based Revenue Information Program (GRIP), Comprehensive Annual Financial Reporting (CAFR), and Business Inventory Management System (BIMS)
- Fixed fee pricing

RDS is a wholly owned subsidiary of Portfolio Recovery Associates (NASDAQ: PRAA), a full-service provider of outsourced receivables management and related services. PRAA's complete Annual Report and other SEC filings are publicly available at portfoliorecovery.com.



Why Consider Self-Collection?

- Ensure greater, more immediate control over your sales tax revenues
- Accelerate disbursement of revenue collections
- Limited reporting provided by the Department of Revenue
- Gain better understanding of tax base
- Foster a more level playing field for all taxpayers

Why Partner with RDS for Back-Office Sales Tax Processing?

- Enjoy greater control without making any major infrastructure investments
- Accelerate cash flow with 12-15 monthly disbursements
- Online access to daily, detailed reports
 - Special reports available to improve forecasting
- Thorough database cleansing process ensures better understanding of tax base by
 - Identification of under-reporters and/or non-reporters
 - Eliminate duplicate accounts in the system
 - Correct NAICs classification and other coding errors
- No need to purchase or maintain tax administration software
- No need to invest in records retention or disaster recovery infrastructure
- No need to assume any basic paper, printing and postage costs
- No employee training or employee turnover issues
- Reduces liability or potential theft associated with self-collection
- Includes simplified online filing/payment application for taxpayers
- Removes any perceived conflicts associated with local collection
- AZ League of Cities and Towns sponsored program

What Has One Community Experienced?

- More local control and general involvement
- Greater confidence in tax base
- More taxpayers obtaining business licenses
- Improved cooperation and support by taxpayers
- Accelerated transfer of funds
- Enhanced analytical ability
- Database clean-up improving taxpayer compliance
- Simplified online registration, filing/payment process that benefits taxpayers
- Retain ultimate tax enforcement responsibilities
- Partnership continue to be true collaboration



*Comprehensive Tax Administration and Compliance
Program Partnership*

Wilcox, Arizona



RDS

wholly-owned subsidiary of Portfolio Recovery Associates (NASDAQ: PRA)

October 2010

Why does the League support?

- Since massive tax system overhaul, the League continues to field member concerns re:
 - General lack of communication & responsiveness
 - Erratic distribution of revenues; (15 days – 6 wks)
 - Limited reporting capability with inadequate detail
 - BH-City implementation confirmed condition of data
- Approached by RDS in April of 2007
 - Offered proven centralized collection alternative to AZ DoR
 - Contact peers in League offices in other states
- Appreciated RDS's plan to approach DoR at the outset
 - Introduce business model
 - Encourage open, communicative relationship
 - [initial dialog paid dividends for BHC conversion]

Who is RDS?

RDS is a government services company that provides administrative, management and back-office revenue enhancement support services to state and local government in the areas of Tax Administration, Revenue Discovery/Recovery, Compliance Audit Examination and Delinquent Tax Receivables Collection.

Core competencies

- Tax Administration
 - Sales/use, tobacco, alcohol, gasoline, and other business taxes
 - Occupational/business tax and licenses
 - Insurance Premium Taxes (IPT)
- Compliance Audit Examination
 - Taxpayer auditing (e.g. S/U, Hotel/Motel, Occ. License Tax)
- Revenue Discovery/Recovery
 - Discovery of "unknown" underpayments/non-payments & recovery of those outstanding receivables
- Aged-Receivables Management
 - Collection of "known" delinquent business tax accounts

Challenges Facing Program Cities

- Negative impact on cash flow due to delay between processing and distribution to the city
- Reports that balance, reports in general
- Accurate, useable information
- Pressures to ensure city is getting all the revenue it is due
- Weighing the self-collection decision
 - In-house; (i.e. infrastructure, tax software, staffing, online application, report development, printing/postage, knowledge and responsibility to manage the entire process)
 - Versus.....*
 - Comprehensive, Turn-key League/RDS Administration Solution
- Developing concerns with state's declining resources

What will self-collection help resolve?

- Provide greater, more immediate control over revenues
- Ensure timely receipt of revenues
- Acceleration of cash flow
- Improved forecasting and economic development activities
- Result in a cleaner, more accurate taxpayer database
 - Industry classification and coding clean-up
- Simplified online filing and payment process for taxpayers
- Foster a level, more compliant playing field among taxpayers
- Access to daily, detailed reporting
 - Special Reports
- Provide more confidence
- Address declining level of service due to state cut-backs

Why pay for something that's "Free"?

- Nothing is truly free
- Brits costs was charged back to the locals as a monthly charge
- Losing potential interest income on your revenues
- Lost staff time from having to re-purpose state reports
- Access to data and information is a good thing
- ATRA believes that "Free" should mean locals are NOT allowed to have a service-level expectation
- How do you assign a cost to having greater control?
- We believe you deserve better

What has BHC said the RDS partnership has done for them?

- More taxpayers are obtaining business licenses!
- Experiencing improved cooperation and support by taxpayers!
- Enhanced collection and analytical ability!
- Immediate transfer of funds!
- Detailed online reporting and related information available!
- Special reports available upon request!
- Database clean-up improving taxpayer compliance!
- More control, more confidence!
- Simplified online registration, file and pay process for taxpayers!
- Collaboration continues to develop in true spirit of partnership -- which is exactly what they had hoped for.
- Improved compliance efforts have enabled BHC to completely re-coup RDS's administration service costs

revenue discovery systems

RDS
REVENUE DISCOVERY SYSTEMS

Thank you for your time!

Rob Heimbuch
702.556.9521 direct
rheimbuch@revds.com

www.revds.com

Raise Revenue. Not Taxes.

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 12
Tab Number: 8
Date: 10-04-2010

Date Submitted:
9-28-10
Date Requested:
10-4-10

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject: Assignment of agreement for maintenance of Golf Course from Petersons to Jason Jones

TO: MAYOR AND COUNCIL

FROM: City Manager

DISCUSSION: The City currently has an agreement with John & Betty Peterson dba Encore Catering Unlimited, L.L.C. to operate and manage the Twin Lakes Golf Course, which is a City owed Golf Course. The City recently approved an amendment to the agreement to provide a modification to the language, an extension of the term, and an adjustment of the compensation and duties. Paragraph 32 of the amended lease provides that the Agreement may not be assigned without the prior written consent of the City (see attached excerpt).

The City has received a request to assign the agreement to Jason Jones. Attached you will find the request for assignment from the Petersons, a copy of a resume of Mr. Jones, and a letter from Mr. Jones to the Council.

RECOMMENDATION: Consider the assignment; provide direction to staff if necessary; approve the assignment if appropriate.

FISCAL IMPACT: There is no additional impact to the City due to no changes in the amended lease agreement.

Prepared by: Pat McCourt

Approved by: 
Pat McCourt, City Manager

RESOLUTION NO. 2010-102

A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING AND ADOPTING THE TWIN LAKES GOLF COURSE LEASE ASSIGNMENT BY JOHN PETERSON AND BETTY PETERSON D.B.A. ENCORE CATERING UNLIMITED, L.L.C. ["ASSIGNOR"] TO JASON AND CARRIE JONES D.B.A. JNC VENTURES, LLC ["ASSIGNEE"] AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION, THE LEASE ASSIGNMENT AND DECLARING AN EMERGENCY TO EXIST

WHEREAS, the CITY is authorized pursuant to A.R.S. § 9-240, et seq. to exercise control of the property of the corporation and to erect, purchase or lease property for the purposes of the corporation; and

WHEREAS, the Original Lease Agreement for the Twin Lakes Golf Course was entered into on June 1, 2003 for the period of June 1, 2003 to December 31, 2010 with the right to amend the terms and conditions pursuant to Paragraph 31[C]; and

WHEREAS, LESSOR approved and adopted the Lease 2008 Amendment and the Lease 2010 Amendment with the provision for assignment with the consent of Mayor and Council; and

WHEREAS, ASSIGNOR and ASSIGNEE have entered into an Assignment and Consent Agreement to assign, transfer and convey all of ASSIGNOR's rights, obligations, title, interest and liabilities in and to the Contract to ASSIGNEE; and

WHEREAS, the City of Willcox, Cochise County, Arizona desires to have this Resolution presented at the Regular Council Meeting on October 4, 2010 and has determined that approval of the Lease Assignment 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 the Lease Assignment, 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:

Section1: That the City of Willcox formally approves and adopts the Twin Lakes Golf Course Lease Assignment as presented to Mayor and Council.

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: The Mayor is authorized and empowered to execute this Resolution and the Twin Lakes Golf Course Lease Assignment and Consent Agreement.

PASSED AND ADOPTED by the Council of the City of Willcox, Cochise County, Arizona, this ____ day of October, 2010.

APPROVED/EXECUTED:

MAYOR, GERALD W. LINDSEY
Signed: _____.

ATTEST:

APPROVED AS TO FORM:

City Clerk, Cristina G. Whelan, CMC

City Attorney, Hector M. Figueroa, Esq.

RESOLUTION NO. 2010-102

Assignment and Consent Agreement

RECITALS

WHEREAS, City of Willcox (City) and John and Betty Peterson D.B.A. Encore Catering Unlimited, L.L.C. executed that certain agreement for Twin Lakes Golf Course Lease;

WHEREAS, John and Betty Peterson D.B.A. Encore Catering Unlimited, L.L.C. ("Assignor") wishes to assign the lease to Jason and Carrie Jones D.B.A. JNC VENTURES, L.L.C. ("Assignee") and

WHEREAS, City Consents to the assignment of the Lease

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agrees as follows:

ASSIGNMENT

Assignor hereby assigns, transfers and conveys all of its rights, obligations, title, interest and liabilities in and to the Lease to Assignee. Assignee hereby accepts such assignment and assumes all of Assignor's rights, obligations, title, and liabilities in and to the Lease, whether such rights, obligations, title, interest or liabilities arose before or after the date of this Agreement.

CONSENT TO ASSIGNMENT

City herby consents to the assignment of the Lease from Assignor to Assignee and agrees to look solely to Assignee for the continued performance of the Lease.

Executed this _____ day of _____, 2010

ASSIGNOR

John & Betty Peterson D.B.A. Encore Catering Unlimited, L.L.C.

By: John S. Peterson

Name: John S. Peterson

Title: First Member

By: Betty L. Peterson

Name: Betty L. Peterson

Title: Second Member

ASSIGNEE

Jason & Carrie Jones D.B.A. JNC VENTURES, L.L.C.

By: Jason M. Jones

Name: Jason M. Jones

Title: Member

By: Carrie A. Jones

Name: Carrie A. Jones

Title: Member

Twin Lakes Golf Course

1000 S. Rex Allen Jr. Drive
Willcox, Arizona 85643
520-384-2720

Mr. Pat McCourt
City Council Members
Willcox, Arizona 85643

This is to inform you of our intent to assign the Twin Lakes Golf Course Lease agreement to Jason Jones of Willcox, AZ. Our agreement with him will begin on Thursday, October 7, 2010. Jason has worked with us for over two years and we feel he is capable and very willing to assume the lease and improve the golf course.

Attached is a copy of his resume.

Sincerely,

John and Betty Peterson



Jason M. Jones
707 N. Mesa Ave.
Willcox, AZ 85643
520-507-1934 (cell)
jmatthewjones@hotmail.com

Leadership Experience:

June 2008 – Present: Director of Operations at Twin Lakes Golf Course; Willcox, AZ. Assists in supervision of daily operations including, but not limited to, machine maintenance, irrigation maintenance, course appearance, and pro shop management. Also provides golf instruction and is the assistant high school golf coach.

Aug. 2007 – June 2008: Administrative intern at Molalla High School; Molalla, OR. Current duties include attendance monitoring, discipline issues, and general supervision. Also, helped math department develop mini-curriculum that addressed improvement in skills that pertain to state standards.

Aug. 2004- May 2006: Administrative intern at Willcox High School in Willcox, AZ. Responsibilities included student discipline, school improvement plan, and general supervision at athletic events.

Aug. 2004 – May 2006: District Trainer and mentor at Willcox High School in Willcox, AZ. Developed and gave presentations for staff development and new teacher induction. Also provided coaching and mentoring to new teachers throughout the school year.

May 2004 – May 2006: Head baseball coach at Willcox High School in Willcox, AZ. Helped turn a 9-17 program into conference champions and lead them to the state semi-finals within two years. Earned 2A East Conference coach of the year honors in 2006. Also led fundraisers and handled public relations with media. Furthermore, was head basketball coach at Willcox High School in 2005-2006.

Educational Experience:

Aug. 2006 – June 2008: Math teacher (general math, pre-algebra, algebra, geometry), assistant baseball coach at Molalla High School.

Aug. 2001 – May 2006: Teacher and coach at Willcox Unified School District, Willcox, AZ. Taught life science for two years at the 7th grade level and then math at the high school level for three years (Pre-Algebra, Geometry, and Algebra 2). Coaching duties included: junior high wrestling, junior high assistant basketball, junior high and high school assistant football, head junior high football, head high school basketball, and head high school baseball.

Non-Educational Experience:

Feb. 1999- Oct. 2000: Real Estate Agent for Long Realty in Tucson, AZ. Worked with Curt Stinson; sold and managed nearly \$12,000,000 in transactions. Helped double production in an 18 month period.

Education:

Feb. 2004 – Feb. 2006: University of Phoenix; MA in Educational Administration.

Aug. 1995 – May 1997: University of Arizona; BA in Political Science.

Community/Volunteer Work:

Chairperson for preschool building committee, Willcox (AZ) United Methodist Church. Helped oversee construction of 5000 square foot facility.

Co-Chair for board of trustees, Willcox (AZ) United Methodist Church. Oversaw maintenance and up-keep of church facility.

National Weather Service volunteer observer, Willcox, AZ. Collected data for NWS, and wrote weather reports for weekly paper.

September 28, 2010

Willcox City Council
Willcox, AZ 85644

Dear Esteemed Council Members,

In submitting my resume for your consideration concerning the golf course contract, I want to provide more insight into myself for you.

In 2001 I moved my wife, Carrie, and oldest daughter Chloe (3 1/2 at the time) to Willcox. It was one of the best decisions of my life. Carrie and I both taught for the school district and I did some coaching as well. It was during this time that I fell in love with Twin Lakes Golf Course. During the summer I would be on the course early in the morning and walk 18 holes before it got too hot. My passion for golf was augmented by this beautiful little course; it became my little piece of heaven on earth.

I have golfed ever since I was a little kid. My dad used to bring me out with him and I would walk along with my little 5 wood and beat the ball down the fairway as he played. As I grew older my love for the game grew even more. During the summer my mom would drop me off at one of the municipal courses in Tucson and I would play all day.

Since moving to Willcox my wife and I have been blessed with three more children (Aubrey, Karsten, and Dalton, to go along with Chloe). I am proud to be a Willcox community member and hope to continue raising my family here and someday retire here.

I have learned an immense amount about the golf business from John and Betty Peterson while working at Twin Lakes. I have tackled every facet of the business to some degree since being here. Every day is different, which I love. Due to this experience I feel that I have a great handle on how to run a golf course optimally. I am thrilled beyond belief at the prospect of having the privilege and honor of running Twin Lakes. If given the opportunity I would do everything in my power to ensure that the course stays in great condition and that the community members and visitors alike have a great place to play golf. I have a solid team of employees in place, ready to go, to ensure a seamless transition. Furthermore, I have a solid arrangement with John and Betty and everything it takes to make the golf course function as it is.

From the bottom of my heart I cannot convey how much the golf course means to me. I have gladly worked anywhere from 60 to 100 hours a week since working for John and Betty; in part because I love what I do and also so that I could glean as much knowledge and experience as I could on how to manage a golf course. I have shed a little blood, a lot of sweat, and a few tears on the course since being here and have to admit it is a major part of my life. I hope and pray for your blessings on this transfer.

Sincerely,

A handwritten signature in black ink, appearing to be 'Jason Jones', written in a cursive style.

Jason Jones

- c) If at anytime during term of the Agreement the Course, or any improvements are damaged by causes within the Pro's control, Pro shall be responsible, at Pro's sole cost, to return the Course, or any improvements to the same or better state as prior to the damage. Failure of the Pro to immediately restore the damage may be basis for termination under Section 4.

29. NOTICES

City and Pro agree that any notices sent pertaining to this Agreement shall be sent by the mailing of written notice, by United States mail, postage pre-paid, to the address of the other party as set forth below or to such other address as the party may designate in writing:

For City:

For Pro:

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

30. RENEWAL/EXTENSION

Either party shall notify the other party at least twelve months prior to the expiration of this Agreement of their interest in renewal or extension. The second party shall within ten days of the request respond to the notice. The City Manager shall establish a schedule for discussion of renewal/extension within thirty days of acknowledgement of the request. Either or both parties may waive the notice requirements of this section by written notice to the other party; waiver is not automatic and must be accepted by the nonrequesting party.

31. LIABILITY OF CITY

City and Pro intend that an independent contractor-employer relationship exist by and between City and Pro. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Pro. Pro is not to be considered an agent or employee of City for any purpose, and the employees of Pro are not entitled to any of the benefits that City provides for City's employees. City shall not be liable to Pro if governmental authorities suspend, revoke or cancel the City's Class 6 Liquor License.

32. ASSIGNMENT

City and Pro agree that this Agreement may not be assigned by Pro without the prior written consent of City; which shall not be unreasonably withheld. If Pro wishes to assign the Agreement written notice shall be provided as per the requirements of this Agreement. The City may require background information on the proposed Assignee prior to placing the item for City Council action.

IN WITNESS WHEREOF, City and Pro have executed this Agreement on the date set opposite their signatures.

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 13
Tab Number: 9
Date: 10-04-2010

Date Submitted: 9/28/2010 Date Requested: 10/4/2010

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

Subject: AECOM contract Amendment for Construction Management services and Post Design Services

TO: MAYOR AND COUNCIL

DISCUSSION: The Fort Grant Enhancement Grant project has reached the stage to advertise for bids. One of the requirements from ADOT is that we provide Professional Construction Management oversight on the project. AECOM has performed the Design & Engineering on the project and is familiar with the entire scope of work and requirements of the project. They were selected from the ADOT pre-approved list of engineering firms and have performed similar type of work for ADOT.

Contract Amendment # 3 provides for Post Design Services which includes providing shop drawing review and provision of as built plans after completion of the project. The cost for this service is \$12,800.

Contract Amendment #4 provides for Professional Construction Management Services which includes monitoring construction activities, sampling materials and observing construction techniques. The cost for this service is \$46,573.90.

Each of these will be covered by the grant funding. Since the information for the Construction Management is required for the bid documents these contract amendments should be approved prior to advertising the project.

RECOMMENDATION: Approve contract amendments # 3 and #4 to provide Post Design Services and Construction Management Services on the Fort Grant Enhancement Project.

**FISCAL IMPACT Amendment #3 \$12,800.00
 Amendment #4 \$46,573.90**

Prepared by:



Dave Bonner, Public Services & Works Director

Approved by:



Pat McCourt, City Manager

RESOLUTION NO. 2010-104

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA TO RATIFY, APPROVE AND ADOPT THE CONTRACT AMENDMENTS NO; 3 AND 4 BETWEEN THE CITY OF WILLCOX ["CITY"] AND AECOM TECHNICAL SERVICES, INC. ("AECOM") FOR POST DESIGN SERVICES AND PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE FORT GRANT CONNECTIVITY ENHANCEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.

WHEREAS, the CITY OF WILLCOX (the "CITY"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation of the State of Arizona (the "State"), is authorized by the laws of the State to control the property of the corporation for the benefit of the CITY and its inhabitants and to enter into contract with respect thereto; and

WHEREAS, the CITY is empowered with the authority to appropriate money and provide for the payment of its debts pursuant to A.R.S. Section 9-240 et seq.; and

WHEREAS, the CITY is empowered with the authority to control the streets and roads and to repair, maintain and improve same within and without its limits pursuant to A.R.S. Section 9-241 et seq.; and

WHEREAS, ASSIGNOR and ASSIGNEE have entered into an Assignment and Consent Agreement and the CITY has consented to the Assignment pursuant to Resolution 2010-103; and

WHEREAS, the CITY and AECOM desire to enter into Contract Amendments #3 and #4 to amend the Scope of Work to provide Post Design Services and Professional Construction Management Services respectively; and

WHEREAS, the CITY and AECOM agree that Amendment #3 will be in the amount of \$12,800.00 and Amendment #4 in the amount of \$46,573.00; and

WHEREAS, the Mayor and Council of the City of Willcox desire to have this Resolution presented at its October 4th, 2010 Council Meeting; 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 completion of the Revised Scope of Work, 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 Mayor and Council formally approve and adopt the Contract Amendments #3 and #4 with AECOM.

Section 2: That the officers and employees of the CITY are authorized to take all action necessary or reasonably required to carry out the intent of this Resolution relating to the Fort Grant Connectivity Enhancement Project.

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 and adoption by the City of Willcox, Cochise County, Arizona.

PASSED AND ADOPTED BY MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA this _____ day of October, 2010.

APPROVED/EXECUTED:

MAYOR, GERALD W. LINDSEY

Signed: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk, Cristina G. Whelan, CMC

City Attorney, Hector M. Figueroa, Esq.

RESOLUTION NO. 2010-104

City of Willcox
 Fort Grant Connectivity Project
 ADOT Tracs No.: SL 610
 Date: 9-28-10

Summary of Project Cost

Federal Grant Estimated Project Cost:	
Federal Funds requested (94.3%)=	\$ 393,953
Sponsor Matching Funds (5.7%) =	\$ 23,813
Estimated Total Project Cost =	<u>\$ 417,766</u>

Stage I - Scoping

Funded by Sponsoring Agency (non-reimbursable costs)

AECOM Fee for Scoping Letter =	\$ 55,171
AECOM Fee for Environmental Categorical Exclusion Documents (Amendment 1) =	\$ 26,337
Subtotal =	<u>\$ 81,508</u>

Stage II, III, IV - Design

Funded by Federal and Sponsoring Agency (reimbursable costs)

AECOM Fee for Final Design (Amendment 2) =	\$ 61,258
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Stage V - Construction (See Notes 1 & 2)

Funded by Federal and Sponsoring Agency

Estimated Construction Cost =	\$ 273,355
Estimated Construction Surveying and Layout =	\$ 5,467
Estimated Construction Quality Control =	\$ 5,467
Estimated Construction Contingencies =	\$ 12,301
AECOM Fee for Post Design Services (Proposed Amendment 3) =	\$ 12,800
AECOM Fee for Post Design Services (Proposed Amendment 4) =	<u>\$ 46,574</u>

Total Stage II to V = \$ 417,221

Notes:

1. Construction costs are an estimate only and is contingent upon the selection of a contractor.
2. Amendment 3 & 4 are based on an estimate of time and material for provided services. The fee shall not exceed the approved amount unless written notification and approval is provided by the City of Willcox.

BASIS OF ESTIMATE & SCOPE OF WORK – AECOM

City of Willcox Sidewalk Improvement – Post Design Services

The purpose for this project is design support for the construction of the shared-use pathway on Fort Grant Rd from Quail Dr to Virginia Ave in the City of Willcox, AZ.

Post Design Services:

AECOM will be available to respond to questions in the field that may arise relative to the plans, details, and technical specifications during construction. The proposed services are as follows:

- Participate in Construction Meetings (as needed)
- Respond to Requests for Information
- Shop Drawing Review
- Produce As-built Plan Set

Schedule:

These post design services will be provided for the duration of the construction of the project.

Engineering Fee Basis:

Post design services, as described above, will be charged on a time and materials basis with negotiated rates based on classifications. The total fee for post design services shall not exceed \$12,800 unless written notification and approval is provided by the City of Willcox.

DERIVATION OF COST PROPOSAL SUMMARY - AECOM
CITY OF WILLCOX SIDEWALK IMPROVEMENT - HOURS ESTIMATE

Project Name:	<u>Fort Grant Road Connectivity</u>
Project #:	<u>60050569</u>
ADOT TRACS #:	<u>0000 CH WLX SL610 01C</u>
Contract Mod. #:	<u>3</u>

<u>Classification</u>	<u>Hours</u>	<u>Contract Rates</u>	<u>Cost</u>
Project Manager	22	\$ 140.00	\$ 3,080.00
Engineer/Designer	28	\$ 80.00	\$ 2,240.00
Technician/Drafter	51	\$ 70.00	\$ 3,570.00
Secretary/Clerical/Admin	6	\$ 68.00	\$ 408.00
Total - Direct Labor	107		\$ 9,298.00

Direct Expenses (See Next Sheet for Detail)

Travel	\$ 249.75
Reproduction/Plotting	\$ 236.00
Miscellaneous	\$ 26.00
Total - Direct Expenses	\$ 511.75

Subconsultants

Carl Kominsky Landscape Architect, Inc.	\$ 2,985.00
Total Subconsultants	\$ 2,985.00

ESTIMATED TOTAL COST	\$ 12,800.00
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 Project Manager: Randy Dunsey

9/1/2010

 Date

DERIVATION OF COST PROPOSAL SUMMARY - AECOM
CITY OF WILLCOX SIDEWALK IMPROVEMENT - HOURS ESTIMATE

Project Name:	Fort Grant Road Connectivity
Project #:	60050569
ADOT TRACS #:	0000 CH WLX SL610 01C
Contract Mod. #:	3

DIRECT EXPENSES

	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Cost</u>
Travel				
Mileage				\$ -
One Meeting in Willcox (450 miles ea)	Mile	450	\$ 0.555	\$ 249.75
One Meeting in Phoenix (20 miles ea)	Mile		\$ 0.555	\$ -
Car Rental	Day	0	\$ 45.00	\$ -
Van Rental	Day	0	\$ 180.00	\$ -
Fuel for Rental	Gallon	0	\$ 3.00	\$ -
Subsistence (Full Day)	Day	0	\$ 14.00	\$ -
Hotel	Night	0	\$ 60.00	\$ -
Total - Travel				\$ 249.75
Reproduction/Plotting				
8.5 x 11 - Black & White	Each	200	\$ 0.06	\$ 12.00
11 x 17 - Color	Each	0	\$ 0.85	\$ -
8.5 x 11 - Color	Each	0	\$ 0.65	\$ -
11 x 17 - Black & White	Each	100	\$ 0.08	\$ 8.00
Bond Plots - Black & White	Each	240	\$ 0.90	\$ 216.00
Bond Plots - Color	Each	0	\$ 0.90	\$ -
Vellum Plots - Black & White	Each	0	\$ 0.90	\$ -
Vellum Plots - Color	Each	0	\$ 3.50	\$ -
Total - Reproduction/Plotting				\$ 236.00
Miscellaneous				
Postage	Each	4	\$ 4.00	\$ 16.00
DVD/CD	Each	1	\$ 10.00	\$ 10.00
Deliveries	Each	0	\$ 13.50	\$ -
Display Board Mounting	Sq. Ft.	0	\$ 4.75	\$ -
Document Binding	Each	0	\$ 4.50	\$ -
Laboratory Testing	Lump Sum	0	\$ 340.00	\$ -
Total - Miscellaneous				\$ 26.00

Carl Kominsky Landscape Architect, Inc.

(520) 740-0700

5609 N. Camino Del Sol, Tucson, AZ 85718

fax(520) 623-9747

September 1, 2010

Randy Dunsey, PE
AECOM
2777 East Camelback Road, Suite 200
Phoenix, AZ 85016

Re: Ft. Grant Irrigation Post Design Services

Dear Randy,

I'm pleased to submit this proposal for providing irrigation post design consulting services for the Ft. Grant Road Project in Wilcox, Arizona

All services will be provided on an hourly, as-needed/requested basis plus Direct Expenses. Fees represent tasks and hourly allocations as shown in Workhour Estimate and are presented with the understanding that time allocations may change between tasks as required by ADOT, however this proposal is limited and services will be provided up to the total hours and fees shown.

POST DESIGN SERVICES PROVIDED BY CARL KOMINSKY LANDSCAPE ARCHITECT, INC.

- 1 Perform Contractor prepared submittal reviews
- 2 Attend site meetings (1) to review progress.
- 3 Respond to Contractor/ADOT Requests for information and generally provide informational support as required
- 4 Attend a pre-final walk-thru and generate a list of outstanding items to be completed or corrected
- 5 Review As-Built documents prepared by AECOM

SERVICES PROVIDED BY AECOM ASSOCIATES

- 1 Preparation of As-Built Documents
- 2 Final printing of project mylars

ADDITIONAL SERVICES

Any additional services will be addressed through Contract Modifications

SCHEDULE

Work will be completed according to the Project Schedule

FEES

Fees for Services are based on a time and materials basis as shown in the Derivation of Cost and are as follows:

Basic Services	\$2,632.00
Direct Expenses	\$ 353.00
TOTAL FEES	\$2,985.00

HOURLY RATES FOR SERVICES (as shown in the Derivation of Cost)

Landscape Architect	\$94.00/hr
Irrigation Designer/ CADD Tech.	\$60.00/hr.
Secretarial/ Clerical	\$30.00/hr.

Billings for services will be submitted at the end of each month based on time and materials completed and will be due within fourteen days from the time AECOM has received payment from the Client.

DBE STATUS:

Carl Kominsky Landscape Architect, Inc. is not a DBE firm.

GENERAL PROVISIONS

The following General Provisions shall be included and made part of this Contract:

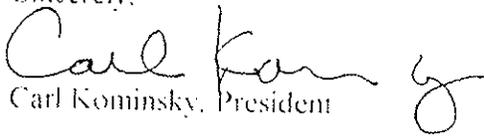
1. The Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of project, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours. Client further agrees to defend, indemnify and hold Carl Kominsky Landscape Architect, Inc. harmless from any and all liability, real or alleged, in connection with the performance of work on project, excepting liability arising from the sole negligence of Carl Kominsky Landscape Architect, Inc. Carl Kominsky Landscape Architect Inc. assumes no responsibility for the Contractor's means and methods of construction. Observations performed by Carl Kominsky Landscape Architect, Inc. if contracted for as an optional service, are intended to confirm general compliance with the Contract Documents and are not intended to represent a comprehensive observation of all work performed by the Contractor
2. Carl Kominsky Landscape Architect Inc 's responsibility in performing this contract is limited solely to the scope of services to be performed by Carl Kominsky Landscape Architect, Inc. as expressly set forth in this contract, and Carl Kominsky Landscape Architect, Inc. , it's agents and/or employees shall have no liability of any kind to the client or to any construction contractor or subcontractor or any persons having contractual relationships with them for any acts, errors and/or omissions of Carl Kominsky

Landscape Architect, Inc. its agents and/or employees which are not within such scope of the services to be performed by Carl Kominsky Landscape Architect Inc

3. Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as, but not limited to, irrigation scheduling, maintenance of irrigation components for proper function and leak detection and repair, may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.
4. This agreement may be terminated by either party upon receipt of written notice. Client agrees to pay all fees for services performed up to the time of termination.
5. This proposal shall expire unless accepted by the Client in ninety days from the date of this proposal.

I very much look forward to working with you on this project.

Sincerely,


Carl Kominsky, President

Accepted

Date

AECOM TECHNICAL SERVICES, Inc.
2777 E. Camelback Road, Suite 200
Phoenix, Az. 85016
Telephone: (602) 337-2777

DATE:
BY:

CONTRACT AMENDMENT

PROJECT: Fort Grant Road Connectivity AECOM PROJECT NO.: 60050569
CLIENT City of Willcox AMENDMENT NO.: 3
ADDRESS: 250 N. Railroad Avenue CLIENT PROJECT NO.:
Willcox, AZ 85643

I: Description of Amendment:

Fort Grant Road Connectivity in accordance with the attached Post Design Services Scope of Work and Derivation of Cost Proposal dated September 1, 2010.

NOTE: Costs and hours for the above section are to be itemized separately on each invoice.

II. Compensation for Amendment:

ORIGINAL CONTRACT SUM:		\$	<u>55,171.00</u>
NET CHANGE BY AMENDMENTS: PREVIOUS AMENDMENTS THROUGH NO.: <u>2</u>	\$	<u>87,594.85</u>	
THIS AMENDMENT:	\$	<u>12,800.00</u>	\$ <u>100,394.85</u>
CONTRACT SUM TO DATE:		\$	<u>155,565.85</u>

Note: Additional service authorizations are not included in the above contract sum to date amount.

This fully executed amendment shall become part of the Consulting and Engineering Services Agreement dated August 19, 2008.

AECOM TECHNICAL SERVICES, Inc.

CLIENT: _____

BY:

BY:

TITLE:

TITLE:

DATE:

DATE:

BASIS OF ESTIMATE & SCOPE OF WORK – AECOM

City of Willcox Sidewalk Improvement – Construction Management Services

SCOPE OF SERVICES

The Consultant, AECOM, will furnish professional construction management services to provide field observation services, including construction observation, to be performed on-site, on an on-call basis.

Construction observation will include monitoring construction activities, verifying construction is consistent with the contract documents, sampling materials as required, and observing construction installation techniques.

Daily construction reports will be prepared to document activities observed in the field, and to track quantities. Any problems or issues that arise on the Project will be documented and communicated to the City of Willcox.

This contract may be utilized for various phases and or locations of future projects.

COMPENSATION

This will be a time and materials contract according to the hourly rates in the table below. There is not a guaranteed amount of work for either a minimum or maximum number of hours or days on the Project and AECOM may only bill for actual time worked. Should the contractor complete the project ahead of the allocated time, the project will only be billed the actual hours worked on the project.

	Regular hourly rate	Overtime hourly rate
Construction Technician II	\$55.17	\$67.62
Construction Technician IV	\$93.28	\$104.53
Construction Technician V	\$103.02	\$116.47
Resident Engineer	\$130.00	\$130.00

Assumptions:

- The contract time is 120 calendar days, or 4 months, or 17 weeks, or 640 hours
- Contractor will complete project in 3 months, or 12 weeks, or 480 hours
- Major work activities include inspection of removals, pathway construction, concrete placement, luminaires installation, and landscaping
- ADOT requires an inspector on site for any activity on the project
- Material testing will be in accordance with ADOT requirements and contractor production rates
- No inspection during the Landscape Establishment period

Cost Estimate:

Inspector, Construction Technician IV, 400 hours x \$93.28/hr =	\$37,312.00
Office, Construction Technician II, 70 hours x \$55.17/hr =	\$3,861.90
Resident Engineer 30 hours x \$130.00/hr =	\$3,900.00
Material Laboratory Testing (estimate....invoice will be provided)	\$1,500.00
Estimated Total Cost	= \$46,573.90

This is a time and materials contract that will be invoiced monthly. Additional work and /or time extensions above the estimated hours above due to unforeseen circumstances will be performed based upon written notification and approval of funds.

AECOM TECHNICAL SERVICES, Inc.
2777 E. Camelback Road, Suite 200
Phoenix, Az. 85016
Telephone: (602) 337-2777

DATE:
BY:

CONTRACT AMENDMENT

PROJECT: Fort Grant Road Connectivity AECOM PROJECT NO.: 60050569
CLIENT City of Willcox AMENDMENT NO.: 4
ADDRESS: 250 N. Railroad Avenue CLIENT PROJECT NO.:
Willcox, AZ 85643

I: Description of Amendment:

Fort Grant Road Connectivity in accordance with the attached Construction Management Scope of Work and Derivation of Cost Proposal dated September 1, 2010.

NOTE: Costs and hours for the above section are to be itemized separately on each invoice.

II. Compensation for Amendment:

ORIGINAL CONTRACT SUM: \$ 55,171.00

NET CHANGE BY AMENDMENTS:
PREVIOUS AMENDMENTS
THROUGH NO.: 3 \$ 100,394.85

THIS AMENDMENT: \$ 46,573.90 \$ 146,968.75

CONTRACT SUM TO DATE: \$ 202,139.75

Note: Additional service authorizations are not included in the above contract sum to date amount.

This fully executed amendment shall become part of the Consulting and Engineering Services Agreement dated August 19, 2008.

AECOM TECHNICAL SERVICES, Inc.

CLIENT: _____

BY:

BY:

TITLE:

TITLE:

DATE:

DATE:

p. 1

CITY OF WILLCOX
Request for Council Action

Agenda Item: 14
Tab Number: 10
Date: 10/4/2010

Date Submitted:
September 29, 2010

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject:
Investment Report
As of the month ended
June 31, 2010

To: Honorable Mayor and City Council
From: Ruth Graham, Director of Finance

Discussion:

An Investment Report as of June 30, 2010 is presented for the Council's information. Charts showing sales tax and State shared revenue collections for the Fiscal Year Ended June 30, 2010 are also included.

The City has accumulated Fund Balances, or cash on hand, that is invested. The City follows the terms of the Investment Policy adopted January 20, 2009 which recites the following primary investment objectives of the City in order of priority:

- Safety
- Liquidity
- Optimal yield
- Collateralization

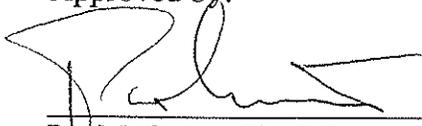
In May, 2010, the City expanded its investment options to include the Certificate of Deposit Registry (CDARS) program. We also continue to participate in the Local Government Investment Pool (LGIP).

Prepared by:



Ruth Graham

Approved by:



Pat McCourt, City Manager

City of Willcox

Fiscal Year 2009-2010

Investment Report by Fund as of 06/30/2010

Fund Number	Fund Investment Account	Opening Cash Balance		Cash In		Cash Out	Ending Balance		Change in Ending Balance
		7/1/2009	thru 06/30/10	Accrued	6/30/2010		6/30/2010		
51	Water-Utility								
	Combined Savings	\$ 128,324	\$ 1,498,297			1,481,919	\$ 144,702	\$ 16,378	
	Local Govt Investment Pool (LGIP)	\$ 847,760	\$ 10,140			635,550	\$ 222,350	\$ (625,410)	
	CDARS	\$ -	\$ 629,144			-	\$ 629,144	\$ 629,144	
	Certificates of Deposit	\$ 110,284	\$ 536			-	\$ 110,820	\$ 536	
	Sub-Total: Water Utility	\$ 1,086,368	\$ 2,138,116	\$ -		2,117,468	\$ 1,107,017	\$ 20,648	
52	Sewer-Utility								
	Combined Savings	\$ 12,997	\$ 1,293,256			1,060,402	\$ 245,852	\$ 232,854	
	Local Govt Investment Pool (LGIP)	\$ 346,811	\$ 40,677			257,318	\$ 130,170	\$ (216,641)	
	CDARS	\$ -	\$ 325,957			107,789	\$ 218,169	\$ 218,169	
	Certificates of Deposit	\$ 45,116	\$ 219			-	\$ 45,336	\$ 219	
	GO Bond Fund	\$ 57,006	\$ 47			57,052	\$ -	\$ (57,006)	
	Sub-Total: Sewer Utility	\$ 461,930	\$ 1,660,156	\$ -		1,482,561	\$ 639,526	\$ 177,595	
53	Refuse/Solid Waste								
	Combined Savings	\$ (29)	\$ 588,985			571,392	\$ 17,564	\$ 17,593	
	Local Govt Investment Pool (LGIP)	\$ 3,583	\$ 69			-	\$ 3,652	\$ 69	
	Sub-Total: Refuse/Solid Waster	\$ 3,554	\$ 589,054	\$ -		571,392	\$ 21,216	\$ 17,662	
	Total Investments	\$ 5,401,910	\$ 19,562,480	\$ -		20,039,980	\$ 4,924,409	\$ (477,501)	
61	Magistrate Court								
	Combined Savings	\$ 610	\$ 6,486			7,640	\$ (544)	\$ (1,154)	
	Checking-Magistrate	\$ 12,249	\$ 51,220			58,900	\$ 4,569	\$ (7,680)	
	Total Agency Fund - Magistrate Court	\$ 12,859	\$ 57,705	\$ -		66,539	\$ 4,025	\$ (8,834)	
72	Agency Fund - Fireman's Fund								
	Combined Savings	\$ (7,311)	\$ 185,990			176,990	\$ 1,689	\$ 9,000	
	Firemen's Fund-LGIP	\$ 174,536	\$ 301			174,836	\$ -	\$ (174,536)	
	CDARS	\$ -	\$ 174,838			-	\$ 174,838	\$ 174,838	
	Firemen's Fund Savings	\$ 40,714	\$ 2,602			4,441	\$ 38,875	\$ (1,839)	
	Total Agency - Fireman's Fund	\$ 207,939	\$ 363,731	\$ -		356,267	\$ 215,402	\$ 7,463	

City of Willcox

Fiscal Year 2009-2010

Investment Report by Fund as of 06/30/2010

Fund Number	Fund Investment Account	Opening Cash Balance		Cash In		Cash Out	Ending Balance 6/30/2010	Change in Ending Balance
		7/1/2009	thru 06/30/10	Accrued				
10	General Fund							
	Combined Savings	\$ 189,546	\$ 2,357,636			2,589,235	\$ (42,053)	\$ (231,599)
	Local Govt Investment Pool (LGIP)	\$ 1,738,977	\$ 562,435			1,841,752	\$ 459,660	\$ (1,279,317)
	CDARS	\$ -	\$ 1,786,927			500,000	\$ 1,286,927	\$ 1,286,927
	Certificates of Deposit	\$ 225,582	\$ 1,096			-	\$ 226,678	\$ 1,096
	Petty cash & other	\$ 3,814	\$ 4,127			4,636	\$ 3,305	\$ (509)
	Sub-Total: General Fund	\$ 2,157,919	\$ 4,712,220	\$ -		4,935,623	\$ 1,934,517	\$ (223,403)
15	HURF							
	Combined Savings	\$ 13,448	\$ 1,238,536			1,436,872	\$ (184,889)	\$ (198,337)
	Local Govt Investment Pool (LGIP)	\$ 231,207	\$ 468,434			639,001	\$ 60,641	\$ (170,566)
	CDARS	\$ -	\$ 171,585			-	\$ 171,585	\$ 171,585
	Certificates of Deposit	\$ 30,078	\$ 146			-	\$ 30,224	\$ 146
	Sub-Total: HURF	\$ 274,733	\$ 1,878,701	\$ -		2,075,873	\$ 77,561	\$ (197,172)
16 & 17	Grants Special Revenue							
	Combined Savings	\$ 139,322	\$ 308,596			402,982	\$ 44,937	\$ (94,386)
	Savings-Golf Course	\$ 13,525	\$ 34			-	\$ 13,559	\$ 34
	Sub-Total: Grants Special Revenue	\$ 152,847	\$ 308,630	\$ -		402,982	\$ 58,495	\$ (94,352)
20 & 21	Debt Service & Capital Improvements							
	Combined Savings	\$ 31,053	\$ 3,327,286			3,238,808	\$ 119,530	\$ 88,478
	Police Bond Fund Checking	\$ 342,534	\$ 2,859,979			3,127,653	\$ 74,861	\$ (267,674)
	Sub-Total: Debt Svc & Capital Impr	\$ 373,587	\$ 6,187,265	\$ -		6,366,461	\$ 194,391	\$ (179,196)
50	Gas-Utility							
	Combined Savings	\$ 107,116	\$ 1,518,121			1,520,898	\$ 104,339	\$ (2,777)
	Local Govt Investment Pool (LGIP)	\$ 693,622	\$ 55,023			566,722	\$ 181,923	\$ (511,699)
	CDARS	\$ -	\$ 514,754			-	\$ 514,754	\$ 514,754
	Certificates of Deposit	\$ 90,233	\$ 438			-	\$ 90,671	\$ 438
	Sub-Total: Gas Utility	\$ 890,971	\$ 2,088,337	\$ -		2,087,621	\$ 891,688	\$ 717

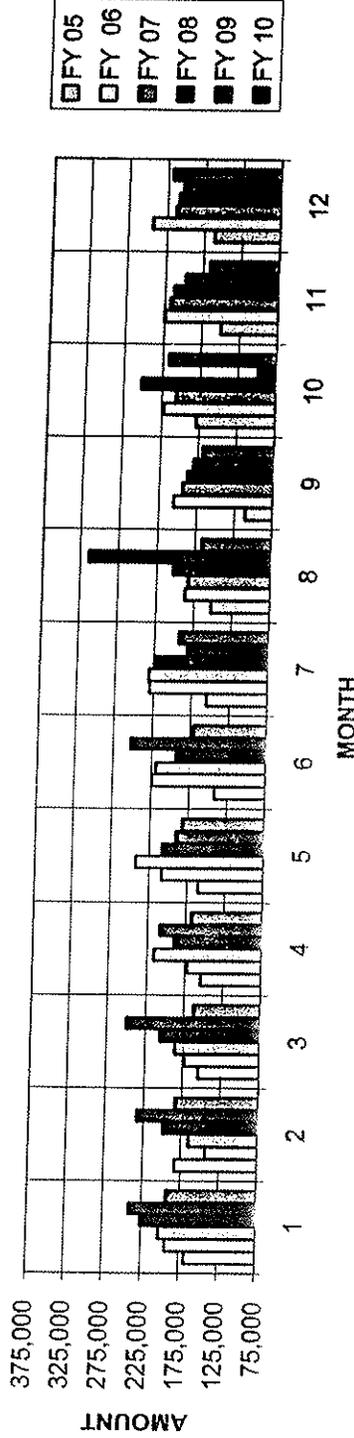
FY 2009-2010 REVENUE ANALYSIS CITY SALES TAX

Note - FY10 Distributions; 3 or 4 distributions each month.

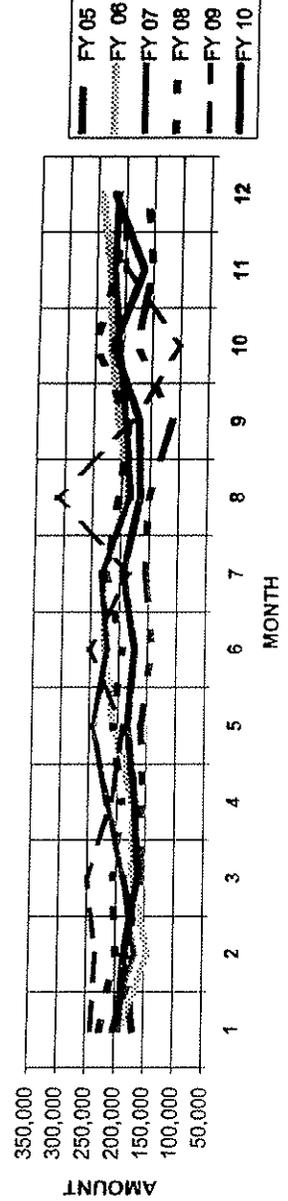
	JUL 1	AUG 2	SEP 3	OCT 4	NOV 5	DEC 6	JAN 7	FEB 8	MAR 9	APR 10	MAY 11	JUN 12	TOTAL
FY 05	168,013	183,504	154,754	154,469	160,110	141,338	154,907	152,582	110,850	178,844	150,068	161,654	\$ 1,871,093
% ACTUAL	9%	19%	27%	35%	44%	51%	60%	68%	74%	83%	91%	100%	
FY 06	193,896	143,339	173,142	171,901	208,794	224,179	230,275	186,889	205,698	222,916	225,015	243,549	\$ 2,429,593
% ACTUAL	8%	14%	21%	28%	37%	46%	55%	63%	72%	81%	90%	100%	
FY 07	202,743	165,765	186,262	216,547	242,925	219,633	231,558	183,483	194,169	206,918	218,283	213,479	\$ 2,481,745
% ACTUAL	8%	15%	22%	31%	41%	50%	59%	66%	74%	83%	91%	100%	
FY 08	226,135	199,426	206,086	190,555	209,137	193,394	224,737	203,483	188,181	252,298	213,351	209,987	\$ 2,516,769
% ACTUAL	9%	17%	25%	33%	41%	49%	58%	66%	73%	83%	92%	100%	
FY 09	241,222	233,929	249,889	209,366	191,160	252,520	181,257	313,856	180,737	98,680	198,186	203,912	\$ 2,554,713
% ACTUAL	9%	19%	28%	37%	44%	54%	61%	73%	80%	84%	92%	100%	
FY 10	193,688	184,506	162,446	168,042	182,805	171,565	193,292	166,484	169,312	217,453	166,070	219,163	\$ 2,194,626
% BUDGET	8%	16%	22%	29%	37%	44%	52%	58%	65%	74%	81%	90%	\$ 2,436,630

YTD Actual	
Rec'd:	
	\$ 1,370,788
	\$ 138,628
Budget	
Note:	
General Fund	
10-31-10000	
2/3 allocation	\$ 1,474,420
Bed Tax frm GF	\$ 150,000
HURF/Streets	
15-39-71100	
1/3 allocation	\$ 812,210
	\$ 685,398
	\$ 2,436,630
Shortage	\$ 241,804

CITY SALES TAX



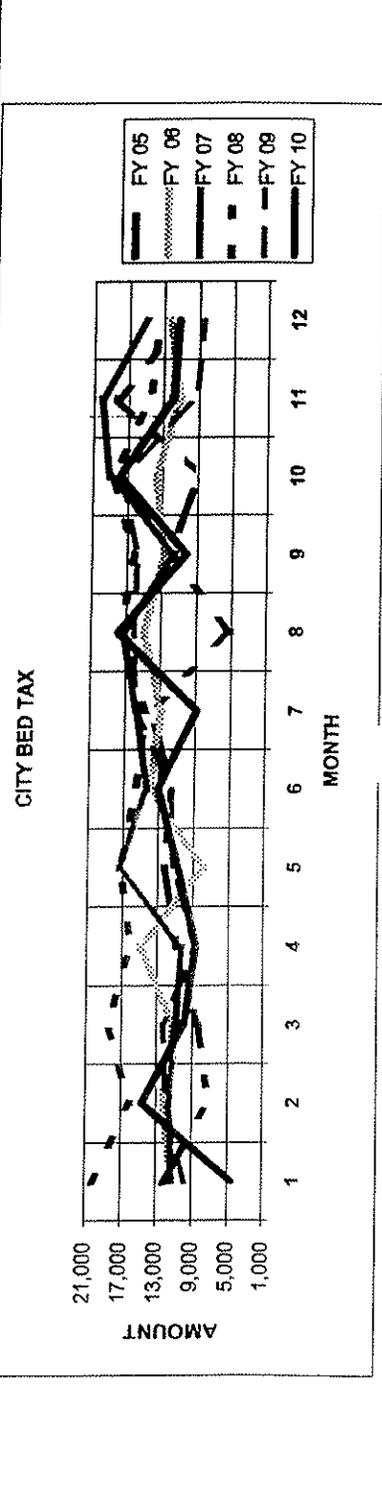
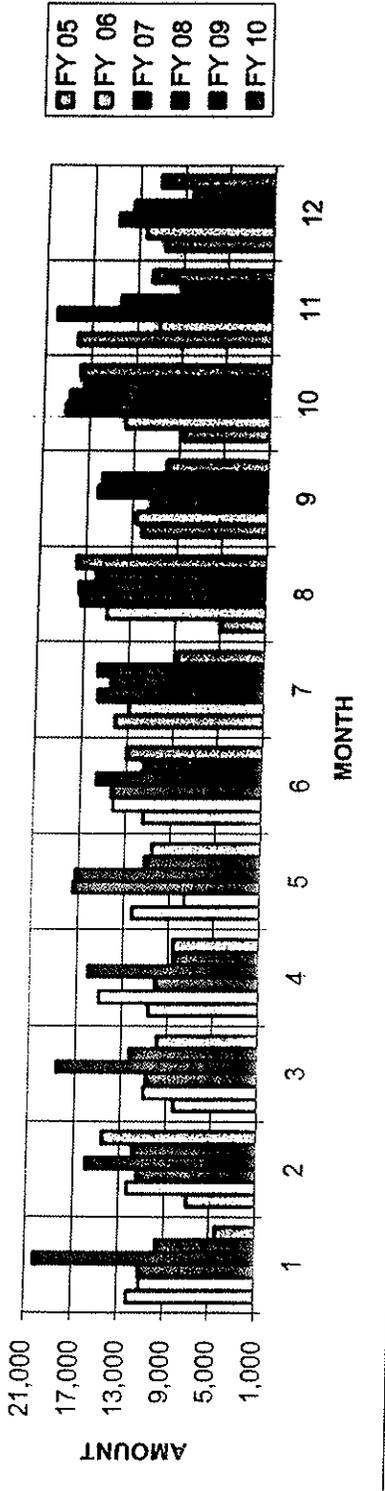
CITY SALES TAX



**FY 2009-2010 REVENUE ANALYSIS
CITY BED TAX; PAYMENTS TO CHAMBER
Revenues Transferred from City Sales Tax**

	JUL 1	AUG 2	SEP 3	OCT 4	NOV 5	DEC 6	JAN 7	FEB 8	MAR 9	APR 10	MAY 11	JUN 12	TOTAL
FY 05	12,165	7,051	8,349	10,715	12,250	11,454	14,096	4,965	12,137	8,743	18,213	10,681	\$ 130,819
% ACTUAL	9%	15%	21%	29%	39%	47%	58%	62%	71%	78%	92%	100%	
FY 06	11,100	12,322	11,027	15,052	7,657	14,101	12,841	15,045	12,645	13,815	11,027	12,361	\$ 148,993
% ACTUAL	7%	16%	23%	33%	38%	48%	56%	67%	75%	84%	92%	100%	
FY 07	11,166	11,478	10,843	10,155	17,439	14,325	15,687	17,366	11,416	19,078	20,041	14,797	\$ 173,791
% ACTUAL	6%	13%	19%	25%	35%	43%	52%	62%	69%	80%	91%	100%	
FY 08	20,203	15,944	18,582	15,992	17,284	15,631	14,566	17,548	16,085	18,736	14,465	13,473	\$ 198,509
% ACTUAL	10%	18%	28%	36%	44%	52%	60%	68%	76%	86%	93%	100%	
FY 09	9,689	11,880	12,277	8,649	11,276	11,461	15,711	16,068	15,738	17,607	9,205	8,326	\$ 147,887
% ACTUAL	7%	15%	23%	29%	36%	44%	55%	66%	76%	88%	94%	100%	
FY 10	4,466	14,583	9,902	8,575	10,635	13,022	8,747	17,806	10,074	17,880	11,768	11,171	\$ 138,628
% BUDGET	3%	13%	19%	25%	32%	41%	47%	58%	65%	77%	85%	92%	\$ 150,000

CITY BED TAX

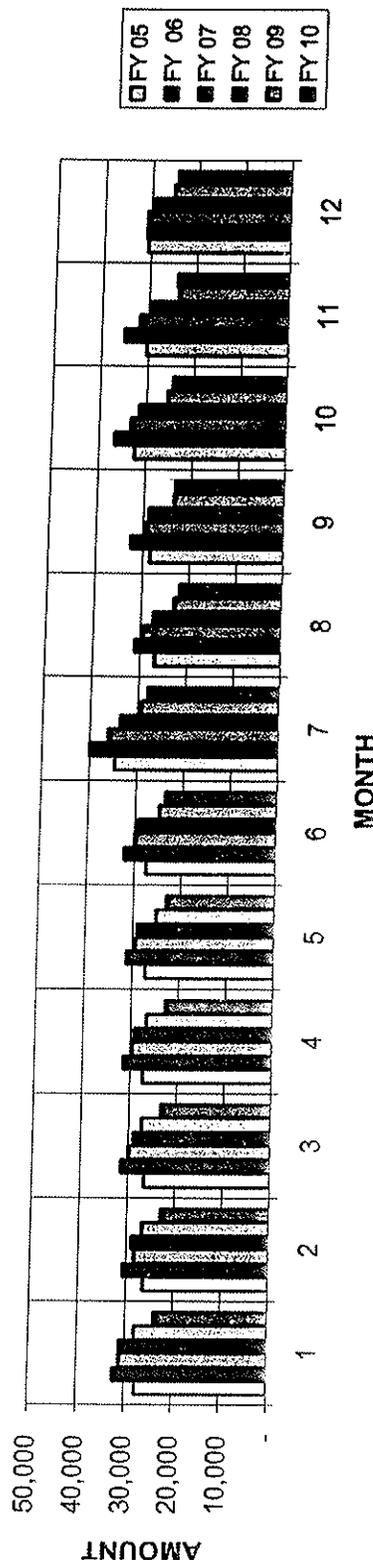


FY 2009-2010 REVENUE ANALYSIS STATE SALES TAX

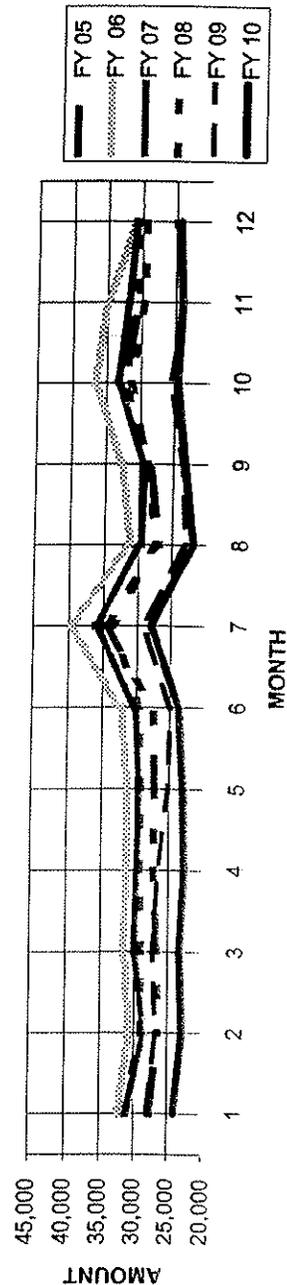
Note - Distributions typically come once a month towards the end of the month.

	JUL 1	AUG 2	SEP 3	OCT 4	NOV 5	DEC 6	JAN 7	FEB 8	MAR 9	APR 10	MAY 11	JUN 12	TOTAL
FY 05	27,693	26,390	26,593	27,279	27,184	27,433	34,751	26,860	28,397	32,393	30,348	30,504	\$ 345,826
% ACTUAL	8%	16%	23%	31%	39%	47%	57%	65%	73%	82%	91%	100%	
FY 06	32,388	30,690	31,542	31,350	31,166	32,191	40,003	31,111	32,555	36,686	35,027	30,774	\$ 395,483
% ACTUAL	8%	16%	24%	32%	40%	48%	58%	66%	74%	83%	92%	100%	
FY 07	31,182	28,424	29,996	29,684	29,375	29,975	36,173	29,458	29,245	33,226	31,784	30,739	\$ 369,260
% ACTUAL	8%	16%	24%	30%	40%	48%	58%	66%	74%	83%	92%	100%	
FY 08	31,097	29,016	28,979	29,250	29,146	29,427	33,605	27,291	28,822	31,448	29,517	29,449	\$ 357,047
% ACTUAL	9%	17%	25%	33%	41%	50%	59%	67%	75%	83%	92%	100%	
FY 09	28,051	26,785	27,318	26,625	25,125	24,920	29,239	22,996	23,558	25,585	23,725	25,175	\$ 309,103
% ACTUAL	9%	18%	27%	35%	43%	51%	61%	68%	76%	84%	92%	100%	
FY 10	23,993	22,834	23,218	22,617	22,922	23,601	27,948	21,866	23,280	24,476	23,968	24,379	\$ 285,102
% BUDGET	8%	16%	23%	31%	39%	47%	56%	63%	71%	79%	87%	95%	\$ 298,681

STATE SALES TAX



STATE SALES TAX

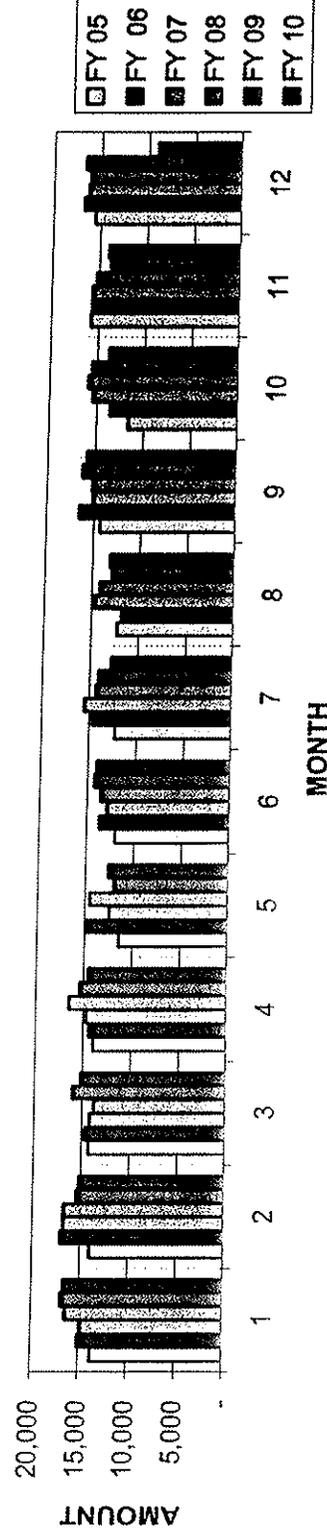


FY 2009-2010 REVENUE ANALYSIS VEHICLE LICENSE TAX

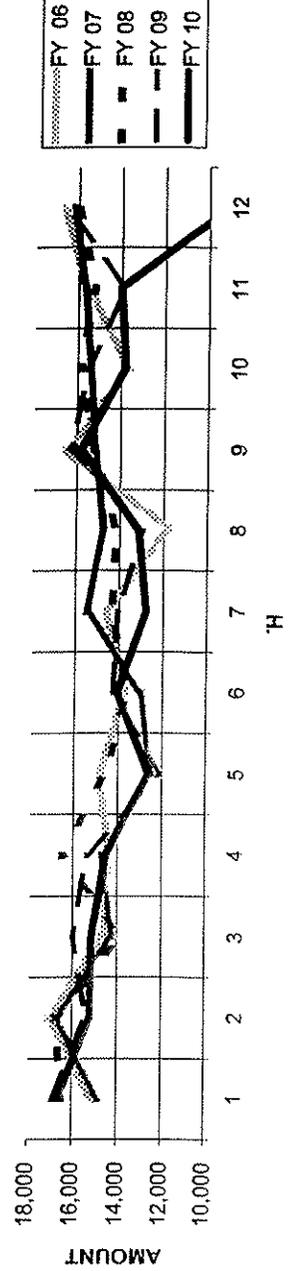
Note - Typically two separate distributions throughout the month.

	JUL 1	AUG 2	SEP 3	OCT 4	NOV 5	DEC 6	JAN 7	FEB 8	MAR 9	APR 10	MAY 11	JUN 12	TOTAL
FY 05	13,757	13,989	14,282	13,965	11,452	11,993	12,276	12,284	14,310	11,657	15,741	15,549	\$ 161,236
% ACTUAL	9%	17%	26%	35%	42%	49%	57%	64%	73%	81%	90%	100%	
FY 06	15,087	17,060	14,658	14,397	14,897	13,665	14,648	11,808	16,512	13,581	15,632	16,689	\$ 178,634
% ACTUAL	8%	18%	26%	34%	43%	50%	58%	65%	74%	82%	91%	100%	
FY 07	14,774	16,745	14,210	14,687	12,502	12,961	15,497	14,739	15,135	15,394	15,656	16,198	\$ 178,497
% ACTUAL	8%	18%	26%	34%	41%	48%	57%	65%	74%	82%	91%	100%	
FY 08	16,448	16,733	13,784	16,510	14,531	13,593	14,337	14,133	15,207	15,876	15,212	16,019	\$ 182,382
% ACTUAL	9%	18%	26%	35%	43%	50%	58%	66%	74%	83%	91%	100%	
FY 09	16,907	15,406	15,995	15,396	12,027	14,275	14,056	12,925	16,259	15,523	13,789	16,589	\$ 179,147
% ACTUAL	9%	18%	27%	36%	42%	50%	58%	65%	74%	83%	91%	100%	
FY 10	16,646	15,202	15,167	14,518	12,616	14,042	12,761	13,141	15,803	13,771	14,002	9,033	\$ 166,703
% BUDGET	10%	19%	28%	37%	44%	53%	60%	68%	78%	86%	94%	100%	\$ 167,000

VEHICLE LICENSE TAX



VEHICLE LICENSE TAX



FY 2009-2010 REVENUE ANALYSIS

URBAN REVENUE SHARING

Notes - There is typically only one distribution per month.

	JUL 1	AUG 2	SEP 3	OCT 4	NOV 5	DEC 6	JAN 7	FEB 8	MAR 9	APR 10	MAY 11	JUN 12	TOTAL
FY 05	28,603	28,603	28,621	28,603	28,602	28,603	28,603	28,589	28,575	28,589	28,589	28,589	\$343,166
% ACTUAL	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	
FY 06	35,558	32,576	32,590	32,569	32,569	32,569	32,569	32,569	32,569	32,569	32,569	32,569	\$393,843
% ACTUAL	9%	17%	26%	34%	42%	50%	59%	67%	75%	83%	92%	100%	
FY 07	36,764	36,780	36,764	36,764	36,758	36,758	36,758	36,756	36,756	36,744	36,742	36,742	\$441,086
% ACTUAL	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	
FY 08	45,562	45,578	45,562	45,562	45,562	45,562	45,562	45,562	45,562	45,552	45,557	45,557	\$546,736
% ACTUAL	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	
FY 09	48,492	48,508	48,492	48,492	48,492	48,492	48,492	48,492	48,492	48,492	48,492	48,492	\$581,918
% ACTUAL	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	
FY 10	41,798	41,798	41,798	41,800	41,800	41,800	41,800	41,800	41,800	41,800	41,800	41,800	\$501,594
% BUDGET	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	

URBAN REVENUE SHARING



URBAN REVENUE SHARING

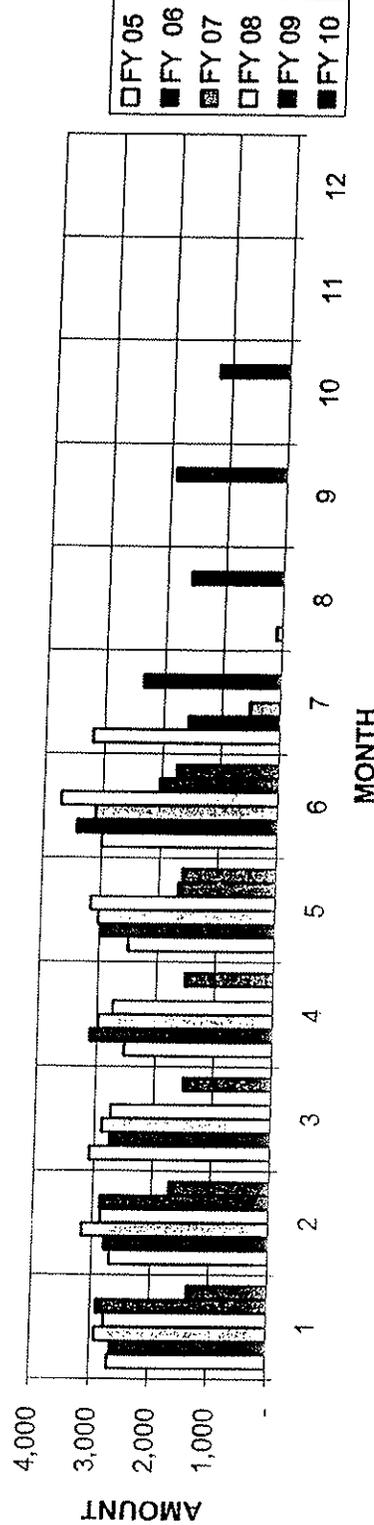


REVENUE ANALYSIS

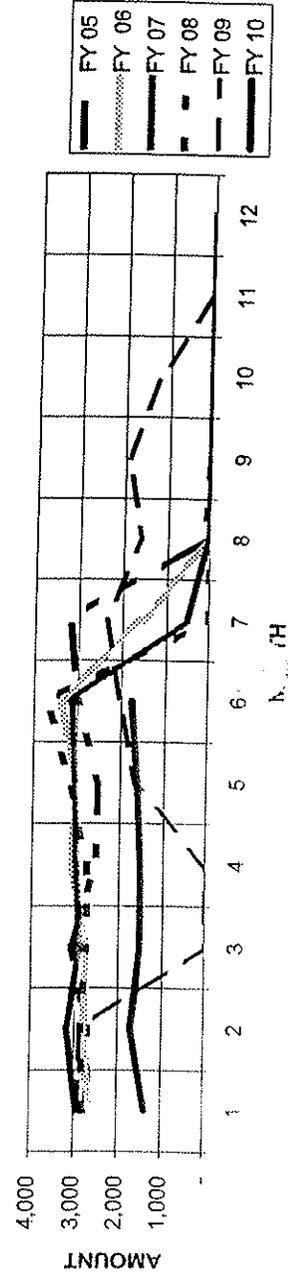
LOCAL TRANSPORTATION ASSISTANCE FUNDING (LTAF) STATE DISTRIBUTED SLOWLY IN FY10. ALL DISTRIBUTIONS CANCELLED 2/1/10 FOR BALANCE OF FY10 AND ALL OF FY11.

	JUL 1	AUG 2	SEP 3	OCT 4	NOV 5	DEC 6	JAN 7	FEB 8	MAR 9	APR 10	MAY 11	JUN 12	TOTAL
FY 05	2,680	2,693	3,085	2,531	2,501	2,997	3,203	109	-	-	-	-	\$ 19,798
% ACTUAL	14%	27%	43%	56%	68%	83%	99%	100%	100%	100%	100%	100%	
FY 06	2,638	2,790	2,733	3,115	2,973	3,428	1,572	-	-	-	-	-	\$ 19,248
% ACTUAL	14%	28%	42%	59%	74%	92%	100%	100%	100%	100%	100%	100%	
FY 07	2,919	3,179	2,878	2,983	3,032	3,122	522	-	-	-	-	-	\$ 18,636
% ACTUAL	16%	33%	48%	64%	80%	97%	100%	100%	100%	100%	100%	100%	
FY 08	2,761	2,861	2,729	2,733	3,161	3,705	-	-	-	-	-	-	\$ 17,949
% ACTUAL	15%	31%	47%	62%	79%	100%	100%	100%	100%	100%	100%	100%	
FY 09	2,895	2,873	-	-	1,666	2,031	2,361	1,590	1,914	1,216	-	-	\$ 16,547
% ACTUAL	17%	35%	35%	35%	45%	57%	71%	81%	93%	100%	100%	100%	
FY 10	1,362	1,701	1,501	1,510	1,602	1,751	55%	55%	55%	55%	55%	55%	\$ 9,427
% BUDGET	8%	18%	27%	36%	45%	55%	55%	55%	55%	55%	55%	55%	\$ 17,030

LTAF REVENUE



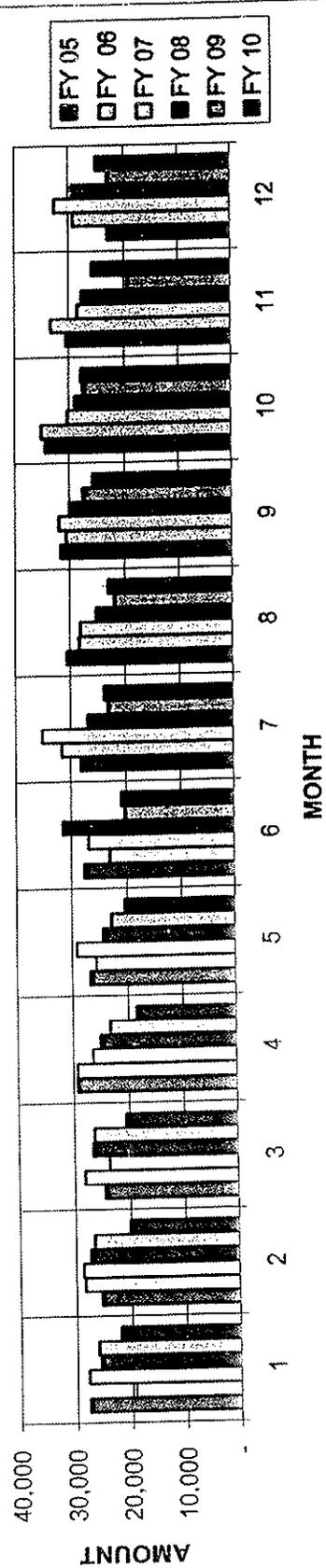
LTAF REVENUE



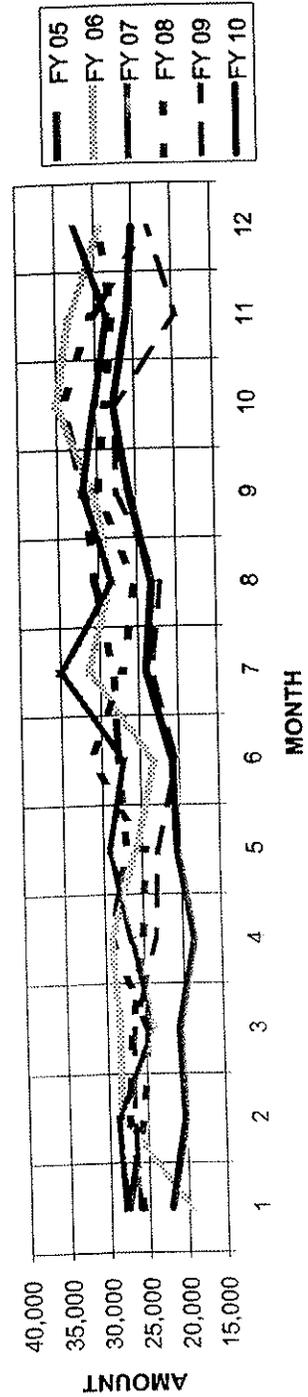
REVENUE ANALYSIS
HIGHWAY URBAN REVENUE FUND (HURF)
 Note - Typically one distribution per month.

	JUL 1	AUG 2	SEP 3	OCT 4	NOV 5	DEC 6	JAN 7	FEB 8	MAR 9	APR 10	MAY 11	JUN 12	TOTAL
FY 05	27,726	25,457	24,546	29,251	26,828	27,721	28,178	30,528	31,542	34,298	30,449	22,900	\$ 339,423
% ACTUAL	8%	16%	23%	32%	39%	48%	56%	65%	74%	84%	93%	100%	
FY 06	19,403	28,390	28,222	29,275	25,692	23,144	31,626	28,399	30,565	35,072	33,283	29,216	\$ 342,287
% ACTUAL	6%	14%	22%	31%	38%	45%	54%	63%	71%	82%	91%	100%	
FY 07	27,893	28,705	23,836	26,445	29,186	26,961	35,162	28,158	31,952	30,232	28,374	32,597	\$ 349,501
% ACTUAL	8%	16%	23%	31%	39%	47%	57%	65%	74%	83%	91%	100%	
FY 08	25,709	27,314	26,668	25,084	24,451	31,483	26,939	25,240	29,987	28,913	27,671	29,321	\$ 328,781
% ACTUAL	8%	16%	24%	32%	39%	49%	57%	65%	74%	83%	91%	100%	
FY 09	26,153	26,701	26,455	23,360	22,955	20,301	23,264	22,015	27,617	27,512	19,391	22,978	\$ 288,703
% ACTUAL	9%	18%	27%	36%	44%	51%	59%	66%	76%	85%	92%	100%	
FY 10	22,004	20,135	20,601	18,462	20,393	20,855	23,988	23,102	25,787	27,761	25,751	24,943	\$ 273,754
% BUDGET	7%	14%	21%	28%	34%	42%	50%	57%	66%	76%	84%	93%	\$ 294,829

HURF



HURF





10-11-10

TAB 11

LAW ENFORCEMENT RISK MANAGEMENT BULLETIN

The Arizona Municipal Risk Retention Pool

No. 1

September 16, 2010

Reality Check (School Violence)

by Paul Mendofik
School Resources & Training Institute

"We don't have to worry because emergency responders will be here in no time."

"Our SWAT Team is the best in the county and will take care of the threat before they can do any substantial harm."

"We instinctively know what to do during an emergency. People are like that you know."

Which one of the above is true? The first statement, perhaps the third or all three?

Reality check!! - None.

Where school violence is the issue (particularly lethal threats) there are two opportunities that afford us a chance to successfully thwart the occurrence. One of those opportunities is early identification with intervention. The other is appropriate, quick action when our intervention strategies have not been effective.

Success is synonymous with commitment. That commitment applies to the individual as well as the team. Nothing in the school environment is absent team work. Think about it, whether we are speaking of our children's arrival at the school or the subject matter presented by faculty, whether it is the cleanliness of the facility or the meals provided... it's all team work! That extends to our successes against school violence as well.

Success is synonymous with commitment. That commitment applies to the individual as well as the team. Nothing within the school environment is absent from team work—bussing schedules, teaching curriculum, preparing meals, cleaning the facility - it takes the full effort of parents, faculty, administration, and staff working together. Our success in protecting children from school violence must also be a team effort.

There are a variety of stakeholders, parents, teachers, students, law enforcement, medical, fire and so on. We all contribute. The success strategy is like the center hub of a spoked wheel and the stakeholders are the spokes. Take away any spoke and the wheel does not function appropriately. Put excessive stress on any spoke and the wheel may collapse. We need to recognize the true capabilities and limitations of the spokes...of our stakeholders.

Time for a reality check!

When the lethal threat is upon us we must do the one most important thing and that is to survive. The hope is that everyone survives; however there is a significant likelihood that someone other than the attacker will become a fatality.

To defeat a threat, we must understand what it is, understand the dynamics of the environment (setting), the characteristics of potential victims and the attacker. As we examine each of these three components, we find issues relating to training, physical structure and proper practice. Examining the component relationships, we can easily imagine overlapping areas. To be successful in minimizing the impact of the threat, it requires a team approach by the stakeholders. Rarely can we draw a line in the sequence of events that allows us to say, "It is your problem now." Just like our team approach in the development of the Emergency Plan, drawing upon the diversity of the stakeholders, we acquire the necessary knowledge, skills and abilities needed to be successful.

How long will the lethal rampage last once it has begun in the school? A number of national studies by the FBI, the U.S. Department of Education and the U.S. Secret Service have concluded in the majority of the incidents, the elapsed time to be no more than fifteen minutes; many of the lethal events lasted seven minutes or less. There would be little dispute that law enforcement is the most appropriate stakeholder to eliminate a lethal threat. However, think of that time frame and compare that to the time it may take your law enforcement responders to come from the furthest edge of their jurisdiction. Even if the school has an SRO assigned, he may not be on scene or close to the point of initiation. Will law enforcement have an effective presence on scene in five minutes or will it require twenty-five minutes? How long will it take to mobilize a special weapons and tactics team? These are tough questions with perhaps a distasteful answer.

There are two outcomes for the lethal attackers in our schools. One is they stop their carnage by surrender or apprehension. Two, they become a fatality at their own hand or by the justifiable application of deadly force. When we review the statistical outcome of surrender/apprehension we find the following: twenty-five percent surrender to administrators; five percent surrender to another student; twenty-five percent stop or leave by themselves; and eight percent of the time law enforcement utilizes their weapons to stop the attack. That means in those traumatic minutes between the time the threat initiates their attack until professional law enforcement responds, it is up to those right there to maximize their survivability. The same "others" who may have thought such termination would be at the hand of law enforcement.

Even though we are not autonomous in our success strategy, we do find certain stakeholders tasked with particular responsibilities. It is in the overlapping areas that we experience a lull in our readiness and may fail to recognize a need to sustain. Think of yourself as being a passenger in a boat holding onto the rope mooring you to the dock so others can get on board. You don't envision yourself as the boat's crew, but if you let go the journey flounders.

Reality check.

You are not defeated! In the time from recognition of the lethal threat until the arrival of law enforcement, immediate action steps need to be initiated. There is an axiom that says, "*We perform under stress as we have learned in training.*" This is a time when adrenaline induced stressors are impacting the effected audience in both physiological and psychological ways. Herein lays the critical significance of *proper* training, *effective* drills and *honest* feedback.

These changes may be significant, but are not insurmountable. Immediate action means just that...right now! The delay in action time equates to increased casualties. These conclusions have been scientifically reported by the *Force Science Research Center at Minnesota State University-Mankato*. Law enforcement is not there yet, so if you do nothing or your actions are flawed because of improper training you contribute to the harm being experienced by others.

Emergency preparedness and the appropriate successful response are the result of team work. It is the application of planning, obtaining necessary training accompanied by valid testing through drills and exercises that maximizes success. Emergencies can shock our senses and leave some with a distorted understanding of their expectations or required actions. In lethal threats, there is room for little of either. Lives are at stake--perhaps your own.

Recommended Reading: Innocent Targets-When Terrorism Comes to Our Schools, Michael & Chris Dorn; On Com, Dave Grossman; Surviving Aggressive People, Shawn T. Smith; Surviving Workplace Violence, Loren Christensen; Terror At Beslan, John Giduck; The Gift of Fear, Gavin DeBecker.

INTEROFFICE MEMORANDUM

TO: CITY MANAGER, CITY COUNCIL
FROM: RUTH GRAHAM
SUBJECT: INVESTMENT OF FUNDS IN LGIP POOL 700
DATE: 9/30/2010

Funds totaling \$2,033,000 will be moved from the Money Market Account at Alliance Bank established as a part of the Certificate of Deposit Registry Service (CDARS) investment to the Local Government Investment Pool (LGIP) Pool 700, Treasury Fund.

The Money Market fund has been earning 0.25% return, and the LGIP Pool 700 fund is currently at 1.16%. The entire LGIP-GOV Long-Term portfolio is comprised of securities and/or collateral backing securities rated AAA by Standard and Poor's.

In addition, the LGIP Pool 700 earnings are greater than the rates of return available to the City for investment in Certificates of Deposit for periods of up to twelve months. Funds in Pool 700 are available for withdrawal on the first of each month with five days' prior notice to the State Treasurer.

