

**CITY OF WILLCOX
Request for Council Action**

Agenda Item: 20 .
Tab Number: 14
Date: 7-1-2013 .

Date Submitted:

June 21, 2013

Date Requested:

July 1, 2013

Action:

Resolution

Ordinance

Formal

Other

**Request to accept
donation from Foster
Sheet Metal for city
humane shelter**

To: Honorable Mayor and City Council
From: Sgt. Glenn Childers, Interim Chief

Discussion: The Willcox Department of Public Safety, Humane shelter has received a donation of \$200 from Shawn Benavides of Foster Sheet Metal of \$200 to be used for equipment and care of Shelter Animals as needed.

Recommendation: Approval to accept this donation and all future donations from Shawn and Lisa Benavides and/or Foster Sheet Metal toward the Willcox Humane Shelter.

Motion:

Fiscal Impact: \$200.00 (Humane Revenue)

Prepared By: Penney L. Bell, Administrative Assistant

SGT. G. CHILDERS +936

Glenn Childers, Sgt. / Interim Chief

Pat McCourt
Pat McCourt, City Manager

FOSTER SHEET METAL
P.O. BOX 987 PH. 520-384-2794
WILLCOX, AZ 85644

8618

 EZShieldSM Check Fraud
Protection for Business

91-2-1221

PAY
TO THE
ORDER OF

DATE 6/21/13

City of Willcox / Humane Shelter

\$ 200.00

two hundred and no/100

DOLLARS



Security Features
Included
Details on Back

CHASE 

JPMorgan Chase Bank, N.A.
www.Chase.com

FOR

Donation

Sharon Benavides

MP

⑆008638⑆ ⑆122100024⑆

CITY OF WILLCOX
Request for Council Action

Agenda Item: 21
Tab Number: 15
Date: 7/1/2013

Date Submitted:

June 26, 2013

Action:

Resolution
 Ordinance

Subject:

Amend Reso. No.
2013-17 to Accept
WIFA Loan
Extension

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

Discussion:

On August 30, 2010 by Resolution No. 2010-92, the Mayor and Council of the City of Willcox authorized a Loan Agreement for a One Million Dollar (\$1,000,000) Line of Credit with the Water Infrastructure Financing Authority of Arizona (WIFA) as a part of the City's Wastewater Treatment Plant project.

The loan agreement allows the City to draw funds for expenses incurred in the processes of Planning, Design and Engineering, Legal/Debt Authorization, and Financial Advisor services. The loan was for a three year period with a Closing Date, or due date, of July 1, 2013. The initial interest rate on the three year loan was 0.364%.

To date, we have drawn \$339,185.03 from the WIFA Funds. If the Closing Date of the loan is extended, additional funds in the amount of \$660,814.97 will be available to draw on for engineering services and other budgeted services in the upcoming months. Because there have been delays in the project the timeline for completion has been extended, and construction of the wastewater facility is expected to begin in May, 2014.

On April 1, 2013, by Resolution No. 2013-17, the Mayor and Council approved a request to WIFA for a two-year extension of the due date of the loan.

The Board of Directors for WIFA considered the request, and on July 19, 2013 WIFA granted a two year extension of the Closing Date of the loan to July 1, 2015. WIFA advised us in March that the interest rate would be recalculated on a five year loan basis; however, on June 26, 2013 WIFA confirmed by phone that the renewal interest rate will remain unchanged.

WIFA has advised the City that a Resolution from the Mayor and Council is necessary to accept the loan extension. Staff is asking that the Council approve a modification of Resolution No. 2013-17 to accept the loan extension.

Recommendation:

Approve Amended Resolution No. 2013-17 to authorize the City's acceptance of a two year extension of the Closing Date on the WIFA loan to June 30, 2015, and to present the amended Resolution to WIFA to complete the processing of the loan extension.

Fiscal Impact:

If the extension approval is not accepted, \$339,185.03, plus accrued interest, will be due to WIFA immediately from the Sewer Utility Fund.

Prepared By:



Ruth Graham, Finance Director

Approved by:



Pat McCourt, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

**RESOLUTION 2013-17
(Amended)**

AMENDED RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, ARIZONA, APPROVING THE REQUEST FOR A TWO YEAR EXTENSION OF THE LOAN AGREEMENT WITH THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA (WIFA); DIRECTING THE EXECUTION AND DELIVERY OF SUCH REQUEST TO THE WIFA BOARD AND ANY OTHER SUPPORTING DOCUMENTATION IN CONNECTION THEREWITH; AUTHORIZING CITY ADMINISTRATORS AND STAFF TO EXECUTE ALL DOCUMENTATION AND TAKE ALL NECESSARY ACTION TO IMPLEMENT THE LOAN EXTENSION AND DIRECTING THE MAYOR TO EXECUTE THIS RESOLUTION AS PRESENTED.

WHEREAS, pursuant to authority of Title 9, Article 5, Arizona Revised Statutes, the City of Willcox, Arizona (“CITY”) operates a sewer system (“System”); and,

WHEREAS, pursuant to authority of Resolution No. 2010-92, adopted by the Mayor and Council on August 30, 2010, the CITY approved a One Million (\$1,000,000.00) line of credit from the Water Infrastructure Finance Authority of Arizona (WIFA”) pursuant to Section 9-571, Arizona Revised Statutes, for the purpose of construction of CITY’S Wastewater Treatment Facility and said line of credit was originally for a period of three (3) years with a closing date of July 1, 2013; and,

WHEREAS, due to delays in the construction of the CITY’S Wastewater Treatment Facility, construction of the facility is not scheduled to begin until May of 2014 and as such, it would be in the best interest of the CITY if the closing date on the approved a One Million (\$1,000,000.00) line of credit were extended for an additional two (2) years scheduling the new closing date as July 1, 2015; and,

WHEREAS, if such extension request is granted by WIFA, CITY anticipates that permanent financing will be secured by loans and/or grants from the United States Department of Agriculture – Rural Development and/or the Boarder Environmental Cooperation Commission upon completion of the Wastewater Treatment Facility repaying all debt from the WIFA line of credit; and,

WHEREAS, the Mayor and City Council believed that requesting an extension on the line of credit from WIFA was in the best interest of the citizens of the City of Willcox and this item was originally presented for consideration and approved by the

Mayor and City Council at their Regular Council Meeting scheduled for April 1, 2013; and,

WHEREAS, additional specific language granting the authority to implement the loan extension to City administrators and staff has been required by WIFA therefore, this Resolution is being amended to include such language and presented for consideration and approval by the Mayor and City Council at their regular Council Meeting scheduled for July 1, 2013.

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

SECTION 1. The Mayor and City Council hereby find and determine that it will be beneficial to the citizens of the City of Willcox for the CITY to request an extension to the WIFA Loan Agreement until July 1, 2015, providing for financing of the Wastewater Treatment Facility, all of which is found in furtherance of the purposes of the City, its citizens and in the public interest; and,

SECTION 2: CITY Administrators and staff are authorized and directed to submit to the WIFA Board a letter requesting an extension to the WIFA Loan Agreement until July 1, 2015; and,

SECTION 3: CITY Administrators and staff are authorized and directed to execute all documentation and take any necessary action required to implement such extension to the WIFA Loan Agreement until July 1, 2015; and,

SECTION 4: The Mayor is authorized and empowered to execute the Resolution as presented.

PASSED AND ADOPTED AS AMENDED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 1st day of July, 2013.

APPROVED/EXECUTED:

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

AMENDED RESOLUTION 2013-17

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 22
Tab Number: 16
Date: 7/1/2013

Date Submitted:
6-18-13

Date Requested:
7-1-13

Action:
 Resolution
 Ordinance
 Formal
 Other

**Subject: Approve
Resolution 2013-
43 Renewal of the
Contract with WASA on
providing Recreational
Services for FY 14**

TO: MAYOR AND COUNCIL

FROM: City Manager

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

This is being proposed as a "Sole Source Procurement" under section 3-1-3 L. of the City Purchasing code.

Attached is the contract for your review.

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

The Contract for FY13 (July 1, 2012 - June 30, 2013) provides for an annual report; that report is also attached.

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

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

Prepared by: Pat McCourt

Approved by: 

City Manager

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CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2013-43

A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING THE SERVICE CONTRACT FOR PURCHASE OF RECREATIONAL AND EDUCATIONAL SERVICES, "SERVICE CONTRACT", BETWEEN THE CITY OF WILLCOX, "CITY", AND WILLCOX AGAINST SUBSTANCE ABUSE, "WASA"; AUTHORIZING THE MAYOR TO EXECUTE THE THIS RESOLUTION AND THE SERVICE CONTRACT.

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

WHEREAS, the CITY and WASA have entered into Memorandums of Understanding for several years that include providing services to the youth of our community; and,

WHEREAS, the CITY and WASA have entered into contracts for purchase of recreational and educational services, hereinafter "Service Contract", for several years that include services to the youth of our community; and,

WHEREAS, the CITY and WASA desire to extend and renew the Service Contract for the period of July 1, 2013 through June 30, 2014, as proposed in the Contract for Purchase of Recreational and Educational Services, presented herewith as Exhibit "A"; and,

WHEREAS, at the Regular City Council Meeting on June 17, 2013, this Resolution was tabled and as such, the Mayor and Council will be consider this Resolution at the July 1, 2013, Regular Council Meeting and to determine if approval of the Service Contract is in the best interest of the CITY and its residents.

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

SECTION 1: The Mayor and City Council hereby approve the Contract for Purchase of Recreational and Educational Services, presented herewith as Exhibit "A"; and,

SECTION 2: The Mayor is hereby authorized to execute the Contract for Purchase of Recreational and Educational Services, presented herewith as Exhibit "A"; and,

SECTION 3: The Mayor is hereby authorized to execution this Resolution as presented.

**PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE
CITY OF WILLCOX, ARIZONA, this 1st day of July, 2013.**

APPROVED/EXECUTED:

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2013-43

Resolution 2013-43 was first presented to the Mayor and City Council at the Regular Council Meeting scheduled for June 17, 2013, at which time it was tabled by the City Council to be reconsidered at the Regular City Council Meeting scheduled for July 1, 2013.



CONTRACT FOR PURCHASE OF RECREATIONAL AND EDUCATIONAL SERVICES

This Service Contract is made and entered into at Willcox, Arizona this ___ day of _____, 2013 by and between the **CITY OF WILLCOX**, a municipal corporation of the State of Arizona, hereinafter referred to as "**CITY**" and **WILLCOX AGAINST SUBSTANCE ABUSE**, a non-profit alliance, hereinafter referred to as "**WASA**".

WITNESSETH:

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

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

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

THEREFORE, IT IS AGREED by the parties as follows:

Section 1. TERM

The term of this contract shall extend to June 30, 2014 from the effective date of the contract unless sooner terminated pursuant to Section 13 below.

Section 2. PAYMENT:

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

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

Section 3. SUMMARY OF SERVICES

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

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

Section 4. LOCATION OF ACTIVITIES

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

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

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

Section 5. INSURANCE MAINTAINED BY WASA

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

Section 6. ACTIVITY PLAN

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

"ADMINISTRATOR"

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

Section 7. REPORTS

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

Section 8. FACILITIES AND EQUIPMENT

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

Section 9. LICENSES AND PERMITS

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

Section 10. INFORMATION AND ENROLLMENT

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

Section 11. INDEPENDENT CONTRACTOR

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

Section 12. LIABILITY

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

Section 13. TERMINATION

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

Section 14. NOTICE

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

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

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

Section 15. NON-ASSIGNABILITY

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

Section 16. MISCELLANEOUS

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this _____ day of _____, 2013.

CITY OF WILLCOX

WILLCOX AGAINST SUBSTANCE ABUSE

Mayor, Robert "Bob" Irvin

_____, Coordinator

ATTEST:

APPROVED AS TO FORM:

City Clerk, Virginia Mefford

City Attorney, Ann B. Roberts

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item 23
Tab Number 17
Date: 7/1/2013

Date Submitted:	Action:	Subject:
June 24, 2013	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal <input type="checkbox"/> Consideration	TECHNICAL ASSISTANCE AGREEMENT WITH BECC AND AWARD OF \$414,935

TO: MAYOR AND COUNCIL
FROM: Finance Director Ruth Graham

DISCUSSION:

The City of Willcox is working on a Wastewater Treatment Plant Improvements project for its waste water plant (WWTP), and the project is in the Final Design phase. As a part of the planning process, the City has utilized grant and grant/cost share funding from the Border Environment Cooperation Commission (BECC) for preliminary engineering services for the construction project. BECC has also provided funds for environmental engineering.

Willcox has qualified for grant funding from BECC in an amount equal to fifty percent (50%) of the final Design and Engineering phase of the project. On November 12, 2012, by Resolution No. 2012-86, the Mayor and Council approved an engineering services contract with Wilson Engineers in the amount of \$839,870 for the final design phase.

BECC has awarded a Technical Assistance Grant in the amount of \$414,935 to the City of Willcox for improvements to its WWTP through a Project Development Assistance Program (PDAP) Grant. The proposed Technical Assistance Agreement is Number TAA 130003, PID: 757, PDAP R9 4.09M. Please find the Agreement, together with the May 2013 news release from BECC announcing the award, attached for your information. No matching funds are required.

The balance of funding for the engineering services is funded through a \$1 million low-cost loan from the Arizona Water Infrastructure Finance Authority (WIFA).

Staff is recommending that the Mayor and Council enter into Technical Assistance Agreement Number TAA 13-005, PID: 757, PDAP R9 4.09M, by and between the Border Environment Cooperation Commission (BECC) and the City of Willcox in the amount of \$414,935.

RECOMMENDATION:

Motion to Approve Resolution No. 2013-____ to enter into Technical Assistance Agreement Number TAA 13-005, PID: 757, PDAP R9 4.09M, by and between the Border Environment Cooperation Commission (BECC) and the City of Willcox in the amount of \$414,935.

FISCAL IMPACT:


Grant Revenue in the amount of \$414,935 for the sewer plan project.

Submitted by:



Ruth Graham, Finance Director

Approved by:



Pat McCourt, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2013-48

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA APPROVING THE TECHNICAL ASSISTANCE AGREEMENT NUMBER TAA13-005, PID:757, DPAD R 4.09M FOR THE PURPOSE OF ACCEPTING GRANT FUNDS FROM THE BORDER ENVIRONMENTAL COOPERATION COMMISSION, "BECC", FOR THE PURPOSE OF PERFORMING THE FINAL PHASE OF THE ENGINEERING AND DESIGN SERVICES FOR THE WILLCOX WASTEWATER TREATMENT PLANT, "WWTP"; AUTHORIZING CITY ADMINISTRATORS AND STAFF TO EXECUTE ALL DOCUMENTATION AND TAKE ALL NECESSARY ACTION TO IMPLEMENT ACCEPTANCE OF THE GRANT AND DIRECTING THE MAYOR TO EXECUTE THIS RESOLUTION AS PRESENTED.

WHEREAS, the Common Council shall have control of the finances and property of the corporation pursuant to Arizona Revised Statutes (A.R.S.) § 9-240(A), shall have the power to construct and maintain sewers and drains pursuant to A.R.S. § 9-240(B) (5) and the Mayor and City Council, acting on behalf of the domestic corporation, shall have power to furnish their inhabitants with a sewer system by erecting and establishing sewer plants pursuant to A.R.S. § 9-276(B); and,

WHEREAS, the Arizona Department of Environmental Quality has mandated a renovation of the CITY'S waste water treatment plant to meet State and Federal Environmental Protection Agency laws; and,

WHEREAS, pursuant to Resolution No. 2012-86, the CITY entered into a contract with Wilson Engineers, LLC, to provide the required engineering services for the final design phase of the reconstructing and improvement of the existing 0.6 million gallons per day waste water treatment facility to comply with the mandate of the Arizona Department of Environmental Quality; and,

WHEREAS, the Mayor and Council of the City of Willcox, Cochise County, Arizona have applied to the Border Environmental Cooperation Commission, "BECC", for the purpose of qualifying for BECC grant funds for the purpose of performing engineering services for the final design phase of the renovations to the existing WWTP; and,

...
...
...

WHEREAS, the BECC has awarded a Technical Assistance Grant in the amount of \$414,935.00 to the CITY for improvements to the WWTP through the Project Development Assistance Program, "PDAP" grant and must approve the BECC Technical Assistance Agreement Number TAA 13-005, PID:757, PDAP R9 4.09M, a copy of which is presented herewith as Exhibit "A", to accept such grant funds; and,

WHEREAS, the Mayor and Council of the City of Willcox, Cochise County, Arizona have determined that it is in the best interest of the City and its citizens to accept the BECC grant funds to accomplish the WWTP renovation plan; and,

WHEREAS, the Mayor and Council desire to have this item presented at the Regular City Council Meeting on July 1, 2013; and,

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

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

SECTION 1: The Mayor and Council of the City of Willcox, Cochise County, Arizona, hereby formally accept BECC grant funds in the amount of \$414,935.00 for the purpose of providing improvements to the WWTP through the Project Development Assistance Program, "PDAP" grant; and,

SECTION 2: The Mayor and City Council hereby approve the Technical Assistance Agreement Number TAA 13-005, PID:757, PDAP R9 4.09M, presented herewith as Exhibit "A", and find the such acceptance of grant funds will be beneficial to the citizens of the City of Willcox ; and,

SECTION 3: CITY Administrators and staff are authorized and directed to execute the Technical Assistance Agreement Number TAA 13-005, PID:757, PDAP R9 4.09M, presented herewith as Exhibit "A", and,

SECTION 4: The Mayor is authorized and empowered to execute the Resolution as presented.

FURTHER, BE IT RESOLVED by the Mayor and Council that, due to an existing emergency, 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.

Original Resolution passed and adopted on April 4, 2013 and the Amended Resolution was presented for consideration by the Mayor and Council on July 1, 2013.

CERTIFICATE

I, Virginia A. Mefford, the duly appointed City Clerk of the City of Willcox, Arizona, do hereby certify that the above and foregoing Amended Resolution No. 2013-17 was duly passed and adopted by the Mayor and Council of the City of Willcox, Arizona, at a regular meeting held on July 1, 2013, and the vote was ___ yes and ___ nays and that the Mayor and all Council Members were present there at.

VIRGINIA A. MEFFORD, City
Clerk
City of Willcox, Arizona

AMENDED RESOLUTION 2013-17



**PASSED AND ADOPTED AS AMENDED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF WILLCOX, ARIZONA, this 1st day of July, 2013.**

APPROVED/EXECUTED:

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION NO. 2013-48

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**Border Environment Cooperation Commission
Comisión de Cooperación Ecológica Fronteriza
Cd. Juárez Chihuahua, México**

For Immediate Release

For more information contact:

Gonzalo Bravo

Ph. (877) 277-1703

Fax (915) 975-8280

gbravo@cocef.org

Willcox, Arizona receives technical grant for Wastewater Treatment Plant Improvements

The Border Environment Cooperation Commission (BECC) has awarded a technical assistance grant to the City of Willcox, Arizona for improvements to its wastewater treatment plant (WWTP). The \$414,935 Project Development Assistance Program (PDAP) grant, supported by the EPA's US-Mexico Border Program, will be used to help fund the final design of the project. The existing system is in violation Arizona Pollutant Discharge Elimination System (AZPDES) permits.

"BECC provides technical assistance through grants that promote the development of high quality environmental infrastructure projects. Through the Technical Assistance Fund, project sponsors like the Willcox Public Works Department can utilize the resulting technical product to complete the necessary steps needed for project certification and become eligible for financing from the North American Development Bank," said Maria Elena Giner, BECC General Manager.

"I welcome the decision by the Border Environment Cooperation Commission to award this essential grant to the city of Willcox for improvements to its wastewater treatment plant," Barber said. "This will allow the city to meet state standards while improving the community's recreation facilities."

The effluent from the WWTP is discharged into Cochise Lake which is utilized for reclaimed water and public golf course irrigation at the Twin Lakes Golf Course. The ultra violet and bioreactor ponds are not able to provide sufficient treatment for current incoming wastewater causing the noncompliant quality.

Completion of the final design is part of the City's proposed project of rehabilitating the existing WWTP to meet the City's needs and to comply with the Arizona Pollution Discharge Elimination System, Arizona Protection Permit and Reuse permitting requirements. With the reconstruction of the system, the City will have a system which would operate efficiently and meet testing requirements. In addition public safety and health will be improve thus providing a more pleasant community recreation area.

The project will benefit a population of 3,900 inhabitants which corresponds to 1095 existing residential connections receiving improved service. The project would include capacity to provide service to additional or future population in addition to serving current residents, travelers and visitors to the area.

The City of Wilcox has selected a consultant to complete the final design which will cost approximately \$829,870. The Arizona Water Infrastructure Fund Authority (WIFA) will provide short term financing to fund the other 50% of the design. The total cost of the project is \$9.3 million.

The BECC identifies, develops, evaluates and certifies environmental infrastructure projects with a bi-national team through an open public process in order to access financing through the North American Development Bank (NADB) and other sources. To meet its objectives, BECC manages technical assistance funds that provide financial assistance to Border Communities, such as Willcox, Arizona.

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TECHNICAL ASSISTANCE AGREEMENT

THIS TECHNICAL ASSISTANCE AGREEMENT ("Agreement") is made and entered into as of the [REDACTED] day of [REDACTED] between the **Border Environment Cooperation Commission (BECC)** and the **City of Willcox, Arizona (Sponsor)**.

RECITALS

The BECC is an international organization created pursuant to the Agreement between the Government of the United States of America and the United Mexican States concerning the Establishment of a Border Environment Cooperation Commission and a North American Development Bank, signed November 16 and 18, 1993, and amended through Protocol of Amendment signed November 25 and 26, 2004.

The purpose of the BECC is to help preserve, protect and enhance the environment of the border region in order to advance the well-being of the people of the United States and Mexico. The border region is defined as the area in the United States that is within 100 kilometers of the international boundary between the United States and Mexico, and the area in Mexico that is within 300 kilometers of the international boundary between the United States and Mexico.

In carrying out its purpose, BECC is authorized to provide assistance for the development of environmental infrastructure projects in the border region, and to certify such projects once they have complied with BECC's environmental, technical, financial, public participation, and sustainability criteria.

The Sponsor has submitted a project entitled "**Wastewater Treatment Plant Improvements**", (the "Project"). To advance the Project the sponsor requires "**Final Design of the Wastewater Treatment Plant**" (the "assignment"), and has requested technical assistance from BECC for the performance of this "assignment".

NOW, THEREFORE, IN CONSIDERATION of the mutual promises, conditions, terms and agreements contained in this Agreement, the sufficiency of which is hereby acknowledged, the BECC and the Sponsor do mutually agree to the following:

ARTICLE 1

RECITALS

The Recitals set forth above are true and correct and incorporated herein by reference.

ARTICLE 2

FINANCIAL ASSISTANCE

The BECC will provide Assistance funding ("Funds") for the benefit of the Sponsor in an amount not to exceed U.S. **\$414,935.00**. Such Funds will be used by the Project Sponsor to obtain technical assistance in accordance with BECC's requirements and guidelines stipulated herein.

ARTICLE 3

SCOPE OF WORK

- A. The Sponsor agrees to expeditiously initiate and timely complete, in all respects, the "assignment" as outlined in the Scope of Work in Exhibit "A" attached hereto and incorporated herein.
- B. The Sponsor agrees to make no change in the Scope of Work, Exhibit "A", without first submitting a written request to BECC and obtaining BECC written approval of the required change, and if necessary an amended TA Agreement. Approval from BECC must be in accordance with the authorized representatives noted in the Execution of this Agreement or as authorized by the BECC's General Manager in writing.

ARTICLE 4

PROCUREMENT OF SERVICES

- A. Procurement of professional services shall be in accordance with the Sponsor's competitive procurement requirements and must be approved and accepted by the BECC.
- B. Procurement of professional services must comply with all Sponsor applicable Federal, State, and Local laws and regulations.
- C. The Sponsor is required to submit all documentation demonstrating full compliance with all Sponsor procurement requirements.

ARTICLE 5

SPONSOR OBLIGATIONS

Upon execution of this Technical Assistance Agreement, the Sponsor agrees:

- A. To contract with the consultant selected to provide Assistance by entering into a Consulting Agreement prepared by the BECC or prepared by the Sponsor with approval and input from the BECC.
- B. To provide the BECC with a copy of the Sponsor's agreement/contract including any attachments and/or task orders with selected Consultant upon authorization of the

Technical Assistance Agreement. The BECC will not provide any payment of invoices to the Sponsor or Consultant without receiving the original agreement/contract and any amendments to that contract.

- C. To provide the BECC with modifications or amendments to the consultant agreement/contract.
- D. To designate a Project Manager that will work with the BECC staff and/or an Approved Consultant to perform the work described herein pursuant to the "assignment" described in Exhibit "A" attached hereto and incorporated herein and in accordance with the certification criteria of the BECC.
- E. To verify that the "assignment" is on schedule and that the selected Consultant is in compliance with the approved schedule. The Sponsor will provide the BECC a copy of the Consultant's most updated schedule of performance (with Gantt Chart if available) within ten (10) working days after receiving the authorized original copy of the Technical Assistance Agreement between the BECC and the Sponsor. The schedule may be updated with BECC concurrence only and a copy of a revised schedule will be provided to the BECC immediately thereafter.
- F. To evaluate the Consultants progress and final performance at 100% completion in accordance with the attached format in Exhibit "B".
- G. To provide all necessary information regarding the "assignment" to the BECC staff or an approved Consultant hired by the BECC.
- H. To being solely authorized, upon the BECC's concurrence, to issue change orders and modifications to any contract awarded as part of this Agreement. Any change orders and/or modifications authorized by any individual or party outside the Sponsor will not be compensated by BECC funds designated to this "assignment" and approved under this Agreement. BECC concurrence to a change order or modification as referenced herein will be in writing authorized by the Executioner of this Agreement unless otherwise permitted by the BECC's General Manager.
- I. To comply will all federal and state regulations, policies, guidelines and requirements with respect to the acceptance and use of the funds for this "assignment".
- J. To comply with all requirements of the BECC (including all public information and notice requirements).
- K. To work in good faith with the BECC and/or the approved Consultant in furtherance of obtaining certification of the "Project".

ARTICLE 6

PAYMENT OF FUNDS

- A. For satisfactory completion of all services required to be performed under the terms of this Agreement, BECC shall reimburse the Sponsor for costs incurred, up to the limit set forth in Article 2 herein.
- B. BECC shall reimburse the Sponsor when BECC determines, at its sole discretion, that expenditures have been properly documented.
- C. Funds will be disbursed periodically by the BECC to the Sponsor only upon receipt of invoices or other form of payment request in compliance with the Consulting Agreement and the requirements of the BECC.
- D. All requests for payment shall be submitted on the appropriate forms as noted in **Exhibit "C"**. These forms include: Invoice Form and Progress Report. Payment Requests will be submitted with two (2) originals of all forms.
- E. Payment requests shall include a Progress Report for verification of the percentage of work completed. If the contracted work is not in compliance with the approved performance schedule, the Sponsor shall provide an explanation for delays in performance.
- F. The Sponsor shall request payment of funds consistent with the deliverables and payment provisions provided in the consultant Agreement/Contract.
- G. Payment of invoices will be direct wired to the "Sponsor" Bank Account. The "Sponsor" shall provide Bank Information below:

Bank Name: _____
Sponsor Name of Bank Account: _____
Account Number: _____
ABA Number: _____
Bank Number: _____
Bank Location (City and State): _____

- H. The Sponsor shall invoice monthly for work completed by the Consultant. At no time will the community exceed three (3) months without invoicing for task completed or without providing an explanation as to the reason for contract performance delays. If the contracted work is not in compliance with the approved performance schedule, the Community must provide an explanation as to why performance is delayed.
- I. Invoices are due and payable within 30 days of receipt of a properly submitted invoice and provided all applicable requirement of the BECC are met. The BECC shall pay Sponsor for work performed by Consultant under this Agreement according with **Exhibit "B"** attached hereto.

- J. The BECC shall pay to the Sponsor up to 90% of the work completed and the 10% will be withheld until final report and approval by BECC is completed.
- K. Final Payment will be made by BECC upon submittal of a final invoice by the Sponsor. The Sponsor must submit the final invoice in a period not to exceed 30 days from the date on which Sponsor receives formal notification by BECC regarding final acceptance of the "assignment" as having been fully completed to the satisfaction of BECC. Unless otherwise authorized by BECC, submittal of invoices beyond the 30-day period may result in penalties applied to final payment in order to cover BECC administrative costs.

ARTICLE 7 **ALLOWABLE AND UNALLOWABLE COSTS**

- A. The Parties agree that eligible, allowable costs shall be limited to those costs which are necessary, reasonable and directly related to the efficient achievement of the objectives of this Agreement and the "assignment".
- B. Allowable costs are those expenses that are incurred within the approved scope of work and funded in the "assignment" budget.
- C. The Sponsor is restricted from using assistance funds for advocacy purposes. The Sponsor may not use assistance funds for: (1) Lobbying or influencing legislation before Congress; (2) Partisan or political advocacy purposes; and 3) An activity with an objective that could affect or influence the outcome of a regulatory or adjudicatory proceeding.

ARTICLE 8 **AUTHORITY**

The BECC and the Sponsor each represent and warrant that they possess full legal authority to enter into and fulfill all the terms of this Agreement.

ARTICLE 9 **TERM OF AGREEMENT**

- A. This Agreement shall commence on the latest date of execution by either of the parties hereto, as authorized by the signatures in the Execution of Agreement, and shall continue, unless earlier terminated pursuant to Article 11 of this Agreement, until the Sponsor has submitted all necessary work products as defined in the "assignment" description.

- B. The Agreement shall end within 1 year of execution unless specifically addressed by an Amendment signed by BECC based on proper justification for extension of the Agreement.

ARTICLE 10

RECORDS

- A. **Records Maintenance:** The Sponsor shall maintain and retain any books, records, documents and other evidence in its possession sufficient to reflect all project costs incurred in the performance of the work under this Agreement in accordance with generally accepted accounting principles and practices in the country of origin. The Sponsor shall ensure that any consultant(s) retained in connection with the Project shall maintain books, records, documents and other evidence pertinent to the Project or performance of work under this Agreement or the Consulting Agreement, in accordance with generally accepted accounting principles and practices in the country of origin.
- B. **Access:** The BECC, or its representatives or agents acting at the direction of the BECC, shall have access to such books, records, documents and other evidence specified in Article 10(A) above for inspection, audit, and copying during normal business hours. The Sponsor will make available such information and provide proper facilities for such access and inspection.
- C. **Duration:** Books, records, documents and other evidence maintained under Article 10(A) above shall be retained and made available for the duration of this Agreement and for three (3) years thereafter in accordance with accounting principles and practices. In addition, any records which relate to any controversy arising under this Agreement or relating to the Project, or to litigation or the settlement of claims arising under this Agreement or relating to the Project, shall be maintained and made available until three (3) years after the date of resolution of such matter.

ARTICLE 11

TERMINATION

- A. A Party may terminate this Agreement by 30-day advance written notice (certified mail, return receipt requested) to the other Party. Upon termination by the BECC, the Sponsor may immediately withdraw its request for BECC Project certification, and shall immediately inform the Consultant(s) that it has withdrawn its application.
- B. BECC shall have the right to terminate this agreement if, at any time, BECC determines non-compliance with the terms and conditions of this agreement.

- C. A Breach of Agreement resulting in Termination shall occur in the event the Sponsor:
1. Ceases to pursue BECC's certification of the Project diligently, expeditiously and in good faith; or
 2. fails to comply with any of the terms and/or conditions stipulated in this agreement;

ARTICLE 12

INDEPENDENCE

The BECC and the Sponsor, and their officers, directors agents and employees, shall be considered independent and not under the control and direction of the other.

ARTICLE 13

AMENDMENTS

This Agreement may only be amended in writing by mutual consent of the parties hereto.

ARTICLE 14

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties. Any oral representation or modification concerning this Agreement, including amendments, shall be of no force, except pursuant to Article 13 above.

ARTICLE 15

DISPUTES

If any dispute arises under this Agreement, the parties hereto shall consult with each other to consider the use of non-binding mediation or arbitration, or other forms of alternative dispute resolution.

ARTICLE 16

BINDING

This Agreement shall bind the successors, assigns and legal representatives of the parties hereto.

ARTICLE 17

ASSIGNMENT

This Agreement may not be assigned to any person or entity by either party hereto without the written consent of the other party.

ARTICLE 18

AUDIT

Sub-recipients that are U.S. communities should be made aware that they are subject to the Single Audit Act Amendment of 1996 and OMB Circular A-133 – Revised June 24, 1997.

ARTICLE 19

REPRESENTATION

For the purposes of this Agreement, the representative and address for notice purposes for the BECC is **Javier Torres, Technical Assistance Manager**, Blvd Tomas Fernandez No. 8069, Fracc. Los Parques, Cd. Juarez, Chih. CP. 32470, Mexico, Tel: (877) 277-1703, e-mail: jtorres@cocef.org. The representative and address for notice purposes for the City of Willcox (Sponsor) is **Mr. David Bonner**, 250 N. Railroad Ave., Willcox, AZ 85643, Ph: (520)384-6447, e-mail: dbonner@willcoxaz.org.



ARTICLE 20

NOTICES AND COMMUNICATIONS

Notices and communications between the Parties shall be mailed (certified mail, return receipt requested) or delivered by hand to the addresses specified in Article 19 above, unless otherwise agreed to writing by the parties hereto. Notices and communications shall be deemed given on the date the notice or communication is postmarked or, if delivered by hand, received at the place of business of the other.

ARTICLE 21

GENERAL

The Sponsor contract with the consultant performing the services will include a specified budget and performance period in which to complete the approved technical assistance activities. When required by the BECC the Contract Officer, the Project Manager (PM), and the Project Sponsor (PS) in coordination with the consultant will develop a performance schedule, if not included in the SOW, and a payment schedule. The performance schedule will ensure that all required tasks are incorporated into the milestones to include stakeholder reviews. The payment schedule will complement the deliverables required by the performance schedule. Depending on the complexity of the disbursement of BECC funds because of cost sharing or the matching of funds by other institutions a performance and payment schedule will be developed that assures effective controls and accountability for funds dispersed. On "assignments" where BECC funds are combined with other funds the schedule will need to adequately identify the sources of funding for specific tasks, in order to ensure that the Commissions funds are used solely for authorized purposes.

EXECUTION OF THIS AGREEMENT:

The signers assume and understand all terms and conditions of this Agreement, and further certify that they have received signed copies of this Agreement on the date below.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement, in duplicate originals in English, on the date set forth below.

BORDER ENVIRONMENT
COOPERATION COMMISSION

CITY OF WILLCOX
(SPONSOR)

By: _____
Name: Javier Torres
Title: Technical Assistance Manager
DATE: _____

By: _____
Name: ~~David Bonner~~ *John Bowe*
Title: Public Services and Works Director
DATE: _____

Technical Assistance Agreement No. TAA13-005

PID: 757

PDAP R9 4.09M

Exhibit "A"

Scope of Work

(Please refer to electronic file)

EXHIBIT A - Engineer's Services

This is EXHIBIT A, consisting of 11 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated November 5, 2012.

Engineer's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

The City of Willcox is currently operating a facultative lagoon system permitted to treat up to 600,000 gpd. The existing system is not meeting permit requirements for the current flows of approximately 300,000 gpd and therefore the City is looking to reconstruct the WWTP utilizing Oxidation Ditch technology to treat up to 600,000 gpd. Accordingly, the purpose of this Task Order is to provide the engineering services required to design the reconstruction improvements, close the existing lagoons, and obtain the required regulatory permits.

PERMITTING SERVICES SUMMARY:

The permits to be acquired under this scope of services are as follows:

- APP Closure Plan issued by ADEQ for closure of Lagoon No. 1.
- Major modification to the Aquifer Protection Permit (APP) issued by ADEQ.
- Update to the Arizona Pollutant Discharge Elimination System (AZPDES) Permit issued by ADEQ.
- A Type 2 Reclaimed Water General Permit issued by ADEQ.
- Building Permit (including Grading and Drainage Permit) from the City of Willcox.

DESIGN SERVICES SUMMARY:

Design services will be provided for the following unit processes:

- **Influent Screens:** Add new mechanical screening equipment sized to accommodate the wastewater flows projected to minimize fouling and damage to influent pumps. The new screening equipment will be placed in the existing headworks building with modifications to the influent channel as required to fit the new screen.
- **Influent Pump Station:** Modify the existing Influent Pump Station to as needed based on the process change including replacing the existing influent pumps; adding a third influent pump and piping; and updating the controls.
- **Oxidation Ditches:** Two new independent oxidation ditches will be added to accommodate the wastewater flows projected.
- **Secondary Clarifiers:** Two new circular clarifiers will be added to accommodate the wastewater flows projected.
- **RAS/WAS Pump Station:** A new RAS/WAS Pump Station will be added to accommodate the wastewater recycle flows (return activated sludge) and the waste flows (waste activated sludge).
- **Scum Pump Station:** A new Scum Pump Station will be added to pump scum from the secondary clarifiers to the waste activated sludge tank.
- **An approximate 1,600 sf Pre-engineered Operations Building** to house new electrical gear (MCCs, breakers panels, etc), a wastewater laboratory, and SCADA Control system. Scope assumes architectural, HVAC, and structural engineering services for a pre-engineered building. The scope also assumes that fire sprinkler and fire alarm engineering shall be provided to produce performance requirements for the related systems (with a deferred submittal to the City's Building Department during construction).
- **Tertiary Filters:** Tertiary filters (in pre-engineered containment vessels) to accommodate the wastewater flows projected.
- **Disinfection:** Add the following new processes and equipment to accommodate the projected flows: sodium hypochlorite bulk storage tank, sodium hypochlorite metering pumps, concrete chlorine contact basin, de-chlorination chemical storage, and de-chlorination chemical metering pumps.
- **Effluent Pump Station:** Add a new effluent pump station to pump the projected effluent flows to the outfall at Lake Cochise or to the Twin Lakes Golf Club.

- Non Potable Water (NPW) Plant Water System: The effluent pump station will also be equipped with two additional pumps and a hydropneumatic tank to provide NPW service to the WWTP. To convey the NPW throughout the new facility, a new NPW distribution system will also be provided. The NPW system will provide water for pump seals, process/wash water, and wash down water hydrants.
- Twin Lakes Golf Club: Close the polishing ponds at the Golf Club. Line and convert one pond to reclaimed water storage for the golf course. Leave the other two ponds unlined to allow for infiltration. **NOTE:** No engineering effort has been assumed to design an irrigation pump station for the golf course.
- Biosolids Storage. Add an aerated sludge storage tank to accommodate the projected sludge volume produced by the WWTP. **NOTE:** It is assumed that the sludge will be hauled to an approved landfill and that Class B sludge or better is not required.
- Biosolids Dewatering: Add a new sludge pumping station, sludge dewatering rotary screw press, and conveyor to discharge biosolids to a dumptruck.
- Septage Receiving: Add septage receiving equipment to facilitate prescreening of septage for discharge directly into the new WAS holding tank(s).
- Coordinate with the local power provider to install a new electrical service for the facility.
- Standby power: Add a new standby power generator of sufficient size to provide a sufficient backup power supply to the WWTP in the event of a power outage as required by ADEQ.
- An approximate 2,400 sq-ft pre-engineered steel maintenance building will be provided. Per the correspondence included in Appendix H of the PER, the maintenance building will include four roll up doors, overhead trolley crane, gas bay heaters and evap cooling, single and three phase power, and potable water drinking fountain. Equipment to include: outside pressure washer/station, workbench with vise, air compressor, drill press, and Gator (utility vehicle). Scope assumes architectural, HVAC, and structural engineering services for a pre-engineered building. The scope also assumes that fire sprinkler and fire alarm engineering shall be provided to produce performance requirements for the related systems (with a deferred submittal to the City's Building Department during construction).
- Maintenance of Plant Operations (MOPO) specifications shall be developed to instruct the contractor on how to coordinate construction activities with the existing operations of the WWTP.
- Transition Plan: a transition plan acceptable to ADEQ will be developed to provide acceptable treatment during the construction of the new WWTP.
- Topographic surveying services: Topographic survey information and a scaled survey control sheet for this project site will be provided.
- Hydrogeological services: The hydrogeological report will be updated with groundwater modeling efforts required by ADEQ in support of the APP Permit.
- Geotechnical investigation services: A geotechnical report will be provided with recommendations on foundation, pipeline bedding, and construction design criteria.

Specific unit processes and support systems not currently being expanded/modified/constructed under this project are as follows:

- Grit removal
- Concrete or Steel NPW Reservoir
- Odor control facilities
- Security system (plant access) or upgrades to the perimeter fence or entrance gates.

Other specific services not included in this Scope at this time are as follows:

- Landscape architecture services.
- Off-site improvements to sewer, water, and/or non-potable water infrastructure.
- A property boundary survey.
- Acquisition of an Air Quality Permit for a new standby power diesel generator as required by the Arizona Department of Environmental Quality (ADEQ). It is assumed that this permit will be applied for and acquired during the construction phase.
- A formal "Other" Amendment to the Aquifer Protection Permit (APP).

The detailed engineering services to be provided under this Task Order are defined in the following tasks.

TASK 1.0 PROJECT ADMINISTRATION

The Engineer will perform project administration services as described in the following subtasks:

Subtask 1.1 Project Coordination Meetings with the City. Wilson Engineers (herein referred to as Engineer) will conduct meetings and/or workshops with City staff to discuss specific technical aspects of the design; progress in the development of the design, drawings, and specifications; permit applications, closure plan, and related issues that may affect Project results. The Engineer will prepare an agenda for distribution prior to the each meeting and minutes summarizing actionable items from each meeting. For purposes of this scope of services, a total of 12 meetings have been assumed to be used at the City's discretion (half the meetings are assumed to be conducted at the City and half at Engineer's Office). The meetings or workshops will likely consist of the following:

- A detailed Design Kick-off Workshop with the City staff;
- A site visit to the Green Valley WWTP;
- Scheduled progress review meetings and design workshops with City staff

Subtask 1.2 Monitor Progress and Prepare Status Reports. The Engineer will report the progress of design activities. The Engineer will update and review the design schedule and deliverables with the City monthly. Progress and schedule tracking will consist of:

- Developing a detailed Project design and deliverable schedule by task;
- Monthly tracking and reporting on progress;
- Provide estimates of construction cost within the Basis of Design Report and at the Agency Design Review Stage (90%).
- Monitoring and management of sub-consultants' scheduled activities.

Subtask 1.3 Public Meetings with BECC and the City. The Engineer will attend up to two Public Meetings as required by BECC and the City to present and discuss the project. The Engineer will coordinate with BECC prior to each meeting and prepare base information requested for distribution to attendees. For purposes of this scope of services, it is assumed that one public meeting will be conducted following the 60% completion level and one public meeting following completion of the Agency Review Documents. It has been assumed that the meetings will be conducted at the City.

NOTE: A \$500 printing allowance has been assumed to prepare, present, and distribute information boards/fliers for the public meetings.

Subtask 1.4 Value Engineering Coordination/Response. BECC has indicated that they will hire a 3rd Party Engineer to conduct a value engineering review of the 60% Construction Documents (Subtask 6.1). Accordingly, as part of this task, the Engineer shall coordinate with the 3rd Party Reviewer, provide additional information as requested, and review and respond to the question/comments provided.

Subtask 1.5 Interagency Meetings, Coordination, and Comment Response/Resolution. The Engineer will distribute copies of the 30% Basis of Design Report, 60% Construction Documents, 90% (Agency Review) Construction Documents, and Final Construction Documents to the following:

- City of Willcox
- BECC
- USDA
- USEPA
- ADEQ

The Engineer will coordinate with the various agencies, summarize and respond in writing to any comments received, and distribute an overall comment response/resolution summary to all agencies. Further, the Engineer shall conduct a review meeting with all agencies at the various deliverable stages (three total) to present the deliverable milestone and issue minutes. For purposes of this scope of services, it has been assumed that the interagency coordination meetings shall be conducted in Phoenix as directed by the City of Willcox.

TASK 2.0 DATA COLLECTION

Subtask 2.1 Review Historical Operating Data. The Engineer will obtain and evaluate the available WWTP influent data and past performance records from the City for the purpose of establishing a baseline of performance for the facility. Further, in support of the APP, AZPDES, and Closure Plan Tasks outlined under Task 4.0, the following data will be collected:

- APP self monitoring report forms for discharge and point of compliance well sampling submitted since the time of permit issuance including laboratory analytical results.
- Any documentation for exceeding APP alert levels, discharge limits or Aquifer Quality Standards.
- Records for any spills and cleanups associated with the permitted facilities.
- A summary of relevant site investigations including soil and groundwater sampling conducted.
- Sludge sampling and disposal records since the time of permit issuance.

Subtask 2.2 Site Survey Allowance. A site survey was previously conducted for the WWTP. However, it is assumed that a topographic survey and control sheet for the golf course treatment ponds (intended for closure) is not available. Accordingly, the Engineer will have the golf course ponds surveyed in order to provide base sheets with topographic mapping shown at 1-ft contours. Base sheets will be provided at scale of 1"= 40'.

Subtask 2.3 Hydrogeological Services. The Engineer's subconsultant (Clear Creek Associates) will provide hydrogeological consulting services in support of the Willcox WWTP design. Services shall include all groundwater modeling efforts required by ADEQ in support of the APP Permit only.

Subtask 2.4 Geotechnical Services. It is assumed that a recent geotechnical engineering report for the site is not available. Accordingly the Engineer's subconsultant (Terracon) will provide geotechnical consulting services in support of the Willcox WWTP design. Services shall include field and laboratory testing for the purpose of providing geotechnical recommendations relative to subsurface soil conditions, foundation design, pipeline bedding, earthwork, and drainage.

TASK 3.0 ADEQ AQUIFER PROTECTION PERMIT (APP) CLOSURE EFFORT

The existing treatment plant consists of two main aerated treatment lagoons and it is the City's desire to remove the lagoons from services as part of this project. For this reason, as part of this task, Aquifer Protection Permit Closure Plans for the treatment lagoons and golf course ponds will be developed and submitted to ADEQ for review and approval.

In addition, the City has indicated a desire to locate the new WWTP facilities within the confines of Lagoon No. 1. Accordingly, implementation of the APP Closure Plans will need to be conducted in a phased approach as follows:

- Phase 1: Implementation of the APP Closure Plan for Lagoon No. 1 will need to be conducted prior to constructing the new treatment processes.
- Phase 2: Implementation of the APP Closure Plan for Lagoon No. 2 shall be conducted following startup of the new WWTP and decommissioning of Lagoon No. 2. At this time, Phase 2 Implementation is not included as part of this Scope of Services but is anticipated to be included in the future construction services contract.

Subtask 3.1 APP Closure Plan Development. The Engineer shall provide services to develop an Aquifer Protection Permit Closure Plan, as required by R-18-9-A209, for the existing wastewater treatment lagoons and submit to ADEQ for review and approval. The scope of services for development of the APP Closure Plan is based on the following assumptions:

1. No closure requirements are specified in the existing APP.
2. No hazardous materials exist on the site.
3. No asbestos exists on the site.
4. There has been no soil or groundwater contamination on or below the site attributed to the permitted facilities and that the City of Willcox can provide groundwater monitoring Laboratory Analytical Reports.

5. Existing facultative lagoons are lined and have not caused soil and/or groundwater contamination.
Closure Work Plan: The Engineer will prepare a draft Closure Work Plan describing the activities recommended for closing the existing APP permitted facilities at the WWTP. The work plan will include the following:

1. Results of the data review.
2. Documented estimates of material quantities.
3. Approximate quantity and chemical, biological and physical characteristics of each waste proposed for removal from the facility.
4. Methodology for draining the existing lagoons of liquid and removal of sediment and sludge, proposed destination of the removed materials and documentation that the destination is approved to accept the materials.
5. Plan for removal and disposal of existing equipment.
6. Plan for site grading.
7. Estimated cost of closure.
8. Schedule for implementation of each Closure Plan.

The Engineer will submit four copies of the APP Closure Plan to ADEQ for review and comment. The Engineer will coordinate with ADEQ and address ADEQ comment per Task 3.3.

Subtask 3.2 APP Closure Plan Implementation Phase I. Once the APP Closure Plan has been approved by ADEQ, the ENGINEER shall take a phased approach to implementing the Closure Plan. Phase I will include the following:

- **3.2.1 - Lagoon No. 1 Closure Sampling and Analysis:** The Engineer shall sample, test, and analyze the sludge in Lagoon No. 1 for contaminants as required by the approved Closure Plan.
NOTE: An allowance has been included for the sampling effort and laboratory analyses. Invoices received for the environmental sampling and laboratory analyses shall be provided to the City for reimbursement. This does not include materials testing service during construction.
- **3.2.2 - Lagoon No. 1 Closure Construction Document Preparation:** As required by ADEQ in their May 26, 2011, letter, the ENGINEER shall prepare plans and specifications to dredge and re-grade Lagoon No. 1, as well as, remove and dispose of existing treatment equipment and materials. One of the golf course ponds will also be re-lined to serve as a NPW storage basin for the golf course irrigation system (no irrigation system improvements are assumed). This phase will be completed prior to beginning construction of the WWTP improvements planned for the Lagoon No. 1 area. The Engineer will submit up to six (6) 11x17 size copies and one electronic copy in pdf format of the 60% and 90% Preliminary Plans and specifications for review by the City of Willcox, BECC and USDA. The Engineer will incorporate comments and deliver one (1) final reproducible set of construction documents and one (1) electronic copy in pdf format.
- **3.2.3 - Bidding Assistance:** Provide services to assist the City in competitively bidding Phase I APP Closure Plan Implementation. Attend the pre-bid conference and a site visit with prospective bidders. Answer bidders' questions and issue addenda as necessary.
NOTE: Per Task 3.2.3, the ENGINEER shall provide one (1) reproducible full size copy of the plans and specifications, and one (1) electronic set of final plans and specifications in pdf format. It is assumed that the City will provide printing services for all bid sets issued.
- **3.2.4 - Construction Inspection:** Provide engineering and inspection services to review the construction efforts associated with the Phase I APP Closure Plan Implementation. The following subtasks will be completed as part of this task:
 - Attend pre-construction meeting with the City and Contractor
 - The ENGINEER shall review and respond to RFI's issued by the Contractor. This effort assumes up to 10 RFI's.
 - The ENGINEER's Construction Observer shall conduct up to eight (8) on-site observations of the work in progress to determine if the work is proceeding in accordance with the construction documents.

- o Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction in accordance with the requirements of the construction documents.
- o After the Contractor has completed the work associated with the correction list, the Construction Observer and Engineer shall conduct a final inspection in the company of the City and Contractor. The ENGINEER shall prepare a final list of items to be completed or corrected in accordance with the requirements of the construction documents.
- o After the Contractor has completed the work of the final correction list and upon written notice from the Contractor, review and determine that items on the final list have been completed or corrected and make recommendations to the City concerning acceptance of the project.
- o Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to ENGINEER.
- o Certify to ADEQ that construction conforms with the approved Closure Plan.

Subtask 3.3 APP Closure Plan Implementation Phase II. No effort has been assumed to close Lagoon No. 2 as this time. It is assumed that implementation of the Phase II Closure Plan will occur after the new WWTP is on-line. For that reason, efforts associated with Phase II are assumed to be conducted under a separate future contract.

Subtask 3.4 ADEQ APP Closure Plan Coordination. The Engineer shall monitor the status of the APP Closure Plan with ADEQ, provide additional information as requested by ADEQ, respond to deficiency notifications from ADEQ, and response to comments issued by ADEQ. This will also include attending one meeting with the City of Willcox and ADEQ to present the Closure Plan and to obtain ADEQ staff's comments and suggestions prior to submittal. The Engineer will prepare a meeting agenda and meeting minutes.

NOTE: *Applicable fees established by ADEQ for the Closure Plan are not included. It is assumed that all fees established by ADEQ for the Closure Plan shall be paid directly by the City of Willcox for this project.*

TASK 4.0 PRELIMINARY DESIGN (APP MAJOR AMENDMENT)

In support of the APP Major Amendment Permit Application, Wilson Engineers shall update the previously completed Basis of Design Report for the Willcox Wastewater Treatment Plant. The Design Report shall be amended to reflect the proposed WWTP capacity (reduced to 600,000 gpd) and updated treatment approach desired by the City and shall meet the requirements of the ADEQ APP Permitting Process. Because the facility is less than 1.0 MGD, this includes providing sufficient design detail within the Basis of Design Report for ADEQ to determine the adequacy of the proposed facility design (without submitting final engineering plans and specifications). For purposes of this scope of services, it is assumed that ADEQ will find sufficient detail if the unit process design is brought to approximately a 45% completion stage with the remaining engineering services being brought to a 30% completion level. The detailed design effort will be strategically placed within the Report to assist ADEQ in their review.

The following subtasks further define the services being provided under this Task.

Subtask 4.1 Update Draft Basis of Design Report (Major Amendment). Five (5) copies of the Draft Basis of Design Report will be submitted to the City of Willcox and three (3) copies will be provided to ADEQ for review. The purpose of the report is to document the engineering design basis for the facilities to be constructed as a part of this project so that a complete APP Permit Application can be submitted to ADEQ. The unit processes to be documented in the report for this facility are as described in Task 4.3. The Detailed Design Report shall meet the requirements set forth in the Arizona Revised Statute R19-9-B202A for obtaining APP Permits. At a minimum, this statute requires the following to be included in the Detailed Design Report:

1. Wastewater Characterization
2. Method of Disposal
3. BADCT Demonstration
4. Description of normal operation
- 5a. Operation and Maintenance Plan

- 5b. Contingency and Emergency Operation Plan
6. Construction Management Controls
7. System Start Up Plan
8. Site Diagram for Setbacks
9. Engineers Certification

A formal draft O&M Manual will be completed under Task 6.4. However, it is assumed that ADEQ will accept a brief summary of the O&M Plan (item 5a) as part of the Detailed Design Report with the stipulation that a Final Operations and Maintenance Manual for the Willcox WWTP will be submitted for approval prior to startup of the upgraded plant. The remaining requirements will be developed as part of this task.

Subtask 4.2 Final Detailed Design Report. Incorporate comments received from the City, BECC, USDA, and ADEQ on the Draft Basis of Design Report and submit five (5) final hard copies of the Final Detailed Design Report to the City and three (3) to ADEQ. An electronic copy shall also be made available for BECC and USDA.

Subtask 4.3 Update Stage I Engineering Design. The design scheme and working drawings will be prepared in support of the Basis of Design Report and Aquifer Protection Permit Major Amendment Application. For purposes of this scope of services, it is assumed that ADEQ will find sufficient detail if the unit process design is brought to approximately a 45% completion stage with the remaining engineering services being brought to a 30% completion level. These drawings will be used to convey specific design information about the Project's overall appearance and configuration to the City and ADEQ. The drawings will be included as part of the Basis of Design Report and are intended to assist ADEQ in their review of the APP Application and are not considered adequate for construction. The following areas will be specifically detailed in an effort to satisfy ADEQ's design requirements:

1. Hydraulic design:
 - Hydraulic Profile: The hydraulic profile and analyses required for design (e.g., pipeline hydraulics, pump selection, etc) will be updated and support calculations completed.
2. Civil:
 - The existing on-site utilities will be illustrated and the existing facility horizontal controls and elevations will be confirmed on the current topographic survey.
 - All unit treatment process structures, as required in the design, will be located.
 - Preliminary drawings including overall site layout, yard piping and major grading elements will be partially prepared.
 - Demolition plans and requirements for the existing lagoon #2 will be illustrated as required by ADEQ
NOTE: requirements for Lagoon No. 1 to be shown as part of Phase 1 Closure - See Task 3.2.
3. Unit Process: Plans and sections for the following areas will be completed to such a level as to provide sufficient detail for ADEQ to determine the adequacy of the proposed design. As detailed in the Design Services Summary, the unit process areas will include:
 - Influent Pump Station : new pumps and discharge piping modifications
 - Headworks Modifications: new fine screen
 - BNR Process - new oxidation ditches and ancillary facilities
 - Secondary Clarifiers - two new clarifiers
 - New RAS/WAS/Scum Station
 - New Filters
 - New Disinfection System
 - New Effluent Pump Station or modifications to existing.
 - Biosolids Storage and Pumping

- Blower Equipment (new positive displacement blowers, piping, and appurtenances for the aerated sludge holding tank).
 - Septage Receiving
 - Biosolids Dewatering (rotary screw press, and a conveyor)
4. Operations Building and Maintenance Building
- Draft floor plans and sections

TASK 5.0 ADEQ APP, AZPDES, AND REUSE PERMITTING

Subtask 5.1 ADEQ Pre-Application Meeting. The Engineer will arrange for and attend a pre-application meeting with ADEQ to discuss the APP Permit requirements and the City of Willcox's intent to close the existing facultative lagoon based treatment facility. As part of this subtask, the Engineer will prepare a pre-application meeting agenda and the required support material for discussion with ADEQ. This will include a preliminary outline the Detailed Design Report (Task 4.1) contents.

Subtask 5.2 Update APP Major Amendment Application. The Engineer shall provide services to update the previous draft of the Application for Major Amendment to the existing Aquifer Protection Permit. The Amendment will be updated to reflect a 600,000 gpd treatment facility located within Lagoon No.1 and will reflect changes desired by the City as outlined in the updated PER. The Engineer shall submit the appropriate package (consisting of the Detailed Design Report and completed application) to ADEQ for the Willcox WWTP. In addition to the required ADEQ forms, the Engineer shall update the following components within the application:

1. Amendment Description (Item 12)
2. Design Flow Description (Item 13)
3. Cost Estimates for 0.6 MGD expansions (Items 14 and 15)
4. Demonstration of Technical Capability (Item 16)
5. Facility Compliance History (Item 17)
6. Process Flow Schematic / Diagram (Item 18)
7. Overall Site Maps including Maps with Aerial Photo background and USGS Map background illustrating new and existing processes (Item 19, A and B)
8. Design Documents (Item 19, C)
9. Characterization of Discharge (Item 19, D)
10. Description of BADCT (Item 19, E)
11. Compliance with Aquifer Water Quality Standards (Item 19, F)
12. Contingency Plan (Item 19, G)
13. Hydrogeologic Study (Item 19, H) – being provided by Clear Creek Associates
 - Update Mounding Model.
 - Environmental Database Research.
 - ADWR file research pertaining to Pima Mine Road Recharge Facility.
 - Update Draft Report.
14. Detailed Proposal Indicating Alert Levels and Discharge Limits (Item 19, I)
15. Closure and Post-Closure (Item 19, J)
16. Demonstration of Setbacks (Item 19, K)
17. Other Information (Facility Permits, Zoning information, etc.) (Item 20)

Subtask 5.3 AZPDES Application. The Engineer shall provide services to complete an application for amendment to the existing AZPDES Permit and to submit the appropriate package to ADEQ for the Willcox WWTP.

Subtask 5.4 Type 2 Reclaimed Water General Permit Application. The Engineer shall provide services to complete the Notice of Intent (NOI) for Type 2 Reclaimed Water General Permit Application for the City of Willcox Golf Course and to submit the appropriate package to ADEQ.

Subtask 5.5 ADEQ Coordination. The Engineer shall monitor the status of the Major Amendment to the APP, the AZPDES, and the Type 2 Reclaimed Water permitting processes, provide additional information as requested by ADEQ, respond to deficiency notifications from ADEQ, and review and comment on the draft permits. This task includes providing all necessary information typically required by ADEQ in order for them to issue the permits. This task also assumes up to three meetings with ADEQ. For those meetings, the Engineer will prepare a meeting agenda and distribute meeting minutes.

NOTES:

1. *Permit fees required by ADEQ for the APP Major Amendment, AZPDES, and Type 2 Reclaimed Water General Permit are not included. It is assumed that all permitting fees shall be paid directly by the City of Willcox for this project.*
2. *The APP permitting effort is based on ADEQ waiving the requirement for submitting final plans and specifications for the WWTP.*

TASK 6.0 CONSTRUCTION DOCUMENTS

The purpose of this Task is to define the level of engineering design services to be provided for the preparation of Construction Documents for the Willcox WWTP.

Subtask 6.1 Sixty Percent (60%) Progress Submittal. Prepare preliminary (60%) construction documents including plans and a construction cost estimate for the Willcox WWTP. The plans shall incorporate the comments received on the Agency Review Design Report / 30% submittal. The 60% Set shall include the following detailed design areas:

1. Civil: Site plan, grading, and yard piping.
2. Influent Pump Station Plan and Sections
3. Influent Screens / Headworks Modifications Plan and Sections
4. Oxidation Ditches Process Plan and Sections
5. Secondary Clarifier Plan and Sections
6. RAS/WAS/Scum Station Plan and Sections
7. Operations Building Plan and Sections
8. Tertiary Filters Plan and Sections
9. Disinfection System Plan and Sections
10. Effluent Pump Station Plan and Sections
11. Sludge Holding Tank (Digester) Plan and Sections
12. Biosolids Dewatering Press Plan and Sections
13. Septage Receiving Plan and Sections
14. Pre-Engineered Maintenance Building
15. Non-potable Water (NPW) System Plan and Sections (Golf Course Pond Lining is assumed as part of Task 3.2)
16. Structural: Process basins, equipment pads, and wet wells.
17. Electrical: Preliminary power supply requirements, motor control center, service entrance section, control descriptions, standby power.
18. Process and Instrumentation Diagrams (P&IDs).
19. SCADA system architecture.

Up to six (6) 11x17 size copies and one electronic copy in pdf format of the 60% Preliminary Plans and specifications will be submitted for review to the City of Willcox, BECC and USDA. A follow up design workshop will be conducted to discuss any comments received from the City, BECC, and USDA.

Subtask 6.2 Preparation of 90% Plans and Specifications (Agency Review Set). Prepare preliminary (90%) construction documents including plans, specifications, front end contract documents (based on EJCDC standardized contract documents) and a construction cost estimate for the Willcox WWTP. The plans shall incorporate the comments received on the 60% submittal. The 90% Set shall include the following detailed design areas:

1. Civil: Site plan, grading, and yard piping.
2. Influent Pump Station Plan and Sections
3. Influent Screens / Headworks Modifications Plan and Sections
4. Oxidation Basins Process Plan and Sections
5. Secondary Clarifiers Plan and Sections
6. RAS/WAS Station Plan and Sections
7. Operations Building Plan and Sections
8. Tertiary Filters Plan and Sections
9. Disinfection System Plan and Sections
10. Effluent Pump Station Plan and Sections
11. Sludge Holding Tank (Digester) Plan and Sections
12. Biosolids Dewatering Press Plan and Sections
13. Septage Receiving Plan and Sections
14. Non-potable Water System Plan and Sections (Golf Course Pond Lining is assumed as part of Task 3.2)
15. Pre-Engineered Maintenance Building
16. Structural: Process basins, equipment pads, and wet wells.
17. Electrical and Instrumentation: Power supply requirements, motor control center, service entrance section, control descriptions, lighting, outlets, standby power with automatic transfer switch, and instrumentation.
18. Process and Instrumentation Diagrams (P&IDs).
19. SCADA system architecture

Up to six (6) 11x17 size copies and one electronic copy in pdf format of the Agency Review plans and specifications will be submitted for review to the City of Willcox (for normal review), BECC and USDA. A follow up design workshop will be conducted to discuss any comments received from the City, BECC, and USDA.

Subtask 6.3 Drainage Report: Prepare a Drainage Report for the site identifying the changed conditions resulting from WWTP Project and submit to the City of Willcox Building Department. Wilson Engineers will submit up to six (6) copies the Drainage Report with the Agency Review plans and specifications.

Task 6.4 Draft Operation and Maintenance Manual. As required by the Aquifer Protect Permit, the ENGINEER shall develop an O&M manual that documents and describes the function and control of the following major process units and ancillary facilities:

- Influent Pump Station
- Headworks Facility
- Oxidation Ditches and Related Equipment
- RAS/WAS Pump Station
- Secondary Clarifiers
- Filters
- Disinfection

- Effluent Pump Station
- Aerated Sludge Holding Tank and Related Equipment
- Sludge Feed Pump Station
- Septage Receiving Station
- Dewatering System
- Non-potable water system
- Electrical/Control System

In addition, the ENGINEER shall coordinate with the City to develop a Contingency Plan and Emergency Response Plan as defined by the Aquifer Protection Permit Requirements. Each plan shall be included with the Draft O&M Manual. A complete draft O&M manual will be submitted with the Agency Review Plans and Specifications for review and comment. Comments will be incorporated or responded to and a final Draft O&M manual will be provided. The Draft O&M Manual will then be updated and finalized during construction to account for the specific equipment/components installed. The Final O&M Manual effort will be included in a later contract and is not included in this task.

NOTE: Draft O&M Manuals shall be provided in 3-ring style notebooks. This task does not include preparation of electronic O&M Manuals.

Subtask 6.5 Preparation of 100% Plans and Specifications. The final 100% plans and specifications will be prepared incorporating the City of Willcox's, comments. One (1) full size reproducible set of plans, specifications, and front end contract documents, and one (1) electronic set of the plans, specifications, and front documents in pdf format will be provided to the City of Willcox to produce bid sets. In addition, one (1) full size copy of the plans and specifications, and one (1) electronic set of final plans and specifications in pdf format will be provided to BECC and USDA. A final construction cost estimate will be included as well.

TASK 7.0 CITY OF WILLCOX PERMITTING

Subtask 7.1 Building Permit. The Engineer shall complete the Building Permit application and related requirements (i.e. Hazardous Materials Inventory Statement, Grading and Drainage Plan, etc.) and submit up to four (4) full size copies of the Agency Review Plans and Specifications to the City of Willcox Building Department for approval. The Engineer shall coordinate with the City's Building Department and provide additional information as requested.

NOTE: Fees required by the City of Willcox for City issued permits are not included. It is assumed that all City related permitting fees shall be paid for directly by the City of Willcox for this project.

TASK 8.0 BID PERIOD SERVICES

No effort has been assumed for Bid Period Services. It is assumed that Bid Period Services will be provided under a separate future construction administration contract.

END SCOPE OF SERVICES

Exhibit "B"



Evaluation of Consultant by Sponsor

Project:	Final Design of the Wastewater Treatment Plant	TAA No.:	TAA013-005
Consultant:	Wilson Engineers	Approved Amount:	\$414,935.00
Sponsor/ Community	City of Willcox	Contracted Amount:	\$414,935.00
		State:	ARIZONA

1. Did the Project Manager coordinate the preparation of the scope of work and cost estimate with you? If no, explain why below.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2. Have you been attending the consultant's monthly progress meetings? If no, explain why below.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
3. Does the consultant's performance comply with the scope of work, the budget, and the schedule of performance? If no, explain why below.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4. Have you observed any issues of non-performance and have such been made known to the consultant? If yes, explain the issues. Have these issues been corrected? If no, explain why not.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
5. Based on the monthly progress meetings, the scope of work, and actual performance, is the consultant meeting the communities needs? If no, explain why below.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
6. How would you rate the consultants overall performance: Excellent <input checked="" type="checkbox"/> Above Good <input type="checkbox"/> Average <input type="checkbox"/> Poor <input type="checkbox"/>		

Additional Comments

2.) WE ARE IN WEEKLY TELEPHONE AND EMAIL CONTACT REGARDING PROGRESS.

Project Sponsor: CITY OF WILLCOX

Representative's Name: JOHN B. BOWEN

Signature: [Signature]

Date: JUNE 19, 2013

Exhibit "C"
INVOICE FORMAT

Border Environment Cooperation Commission
P.O.Box 221648
El Paso, TX 79913

City of Willcox

David Bonner- *John Bowser*

250 N. Railroad Ave.

Willcox, AZ 85643

Invoice No: _____

Date: _____

TAA No: TAA13-005

Attention Marielena Constandse

Project: Final Design Wastewater Treatment Plant

For Professional Services Rendered for the Period _____ to _____ 2013

Task	Description	Contract Amount/Unit Cost	Percentage Complete [or milestones]	Quantity Completed To Date	Less Previous Billings	Amount Due This Invoice
1	Final Design	\$ 414,935.00		\$ -	\$ -	\$ -
	Total:	\$ 414,935.00		\$ -	\$ -	\$ -
	Total Amount This Invoice					\$ -

PROJECT STATUS REPORT

Status Report No.:

Consultant	WILSON ENGINEERS
Contract Number:	TAA12-005
Contracted Amount:	\$414,935.00 (US DOLLARS)
Name of the Project	Final Design for the Wastewater Treatment Plant
Project ID No.:	757
Date of Report:	
Period Covered:	

Percentage Complete This Period*: ____% Total Project Percentage Completed*: ____%

Invoice Amount This Period: \$ _____ Total Project Amount Invoiced: \$ _____

**Based on Contracted Amount*

Status of Project and/ or Work Performed this Period:

Task 1:

Task 2:

Task 3:

Task 4:

Etc.

Deliverables Submittal Status:

The current schedule for the submittal of deliverables is as follows:

Activity	Due date	Submittal Date
[Submittal 1]		
[Submittal 2]		
[Final Report]		

Issues (Cost, Schedule and Technical):

Review and Approval
(Printed Name): _____

Signature: _____ **Date:** _____



Vendors of the City of Bismarck, North Dakota

Fecha límite de recepción/Last day for invoice submission	Fecha de pago/Payment date
April 2	April 15
April 17	April 30
May 2	May 15
May 17	May 30
June 3	June 14
June 17	June 28
July 2	July 15
July 23	July 30
August 2	August 15
August 19	August 30
September 2	September 13
September 17	September 30
October 2	October 15
October 17	October 30
November 4	November 15
November 14	November 29
December 2	December 13
January 8 2014	January 15, 2014

CITY OF WILLCOX
Request for Council Action

Agenda Item: 24
Tab Number: 18
Date: 7-1-2013

Date Submitted:
June 20, 2013

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject:
Renew and Update
Contractual Fees with W.C.
Scoutten for Engineering
Services

Date Requested:
July 1, 2013

To: Honorable Mayor and City Council
From: Development Services

Discussion/ Decision /Direction:

December 19, 2005, City Council approved for the City Manager, Darol Cridlebaugh, to enter into contract negotiations with W.C. Scoutten for engineering services including plan review. Council approved the contract and fees by Resolution 2005-36.

The services Scoutten provides involve technical engineering, planning, and financial issues which are an asset to the City. Their professional engineering assistance to the City since the signing of the initial contract has included to adequately review, evaluate, and respond to proposals from developers to protect the interest and welfare of the citizens of Willcox.

The services Scoutten provide are just to municipalities, and do NOT work for private developers, so as to avoid conflicts of interest. They are currently under contract with several other municipalities providing the same services they provide for the City of Willcox.

W.C. Scoutten has worked extensively with Jeff Stoddard, Building Inspector on small construction project plans and several large projects including, but not limited to, the Willcox High School building plans and Ardius building reconstruction.

W.C. Scoutten has been beneficial to the Utilities Division by conducting the Natural Gas Adequacy report, WWTP Collection System Adequacy report, and assisted with the draft of the new F.O.G. program mandated by the EPA/ADEQ.

The fees charged to the City for engineering and plan review have not been modified since the initial signing of the contract in 2005. The proposed fee increase is nominal when taking into consideration that they have remained at the original cost since 2005.

Recommendation: Staff recommends adoption by resolution of new contract and rates with W.C. Scoutten Engineering.

Fiscal Impact: The fiscal impact will depend upon the amount and level of services needed by the City, in accordance with the proposed fee schedule.

Prepared By: _____

Approved By: 
Pat McCourt, City Manager

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CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2013-49

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, "CITY", FOR THE PURPOSE OF APPROVING THE REVISED COMPENSATION SCHEDULE AS EXHIBIT "A" TO THE 2005 AGREEMENT FOR ENGINEERING AND PLANNING SERVICES APPROVED WITH W.C. SCOUTTEN INC. AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AS PRESENTED.

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

WHEREAS, CITY is empowered pursuant to Title 9, A.R.S. §9-271(3) and §9-499.01, et seq., to hire and appoint a City Engineer and the City Council approved by Resolution 2005-36 a contract for Engineering and Planning Services with W.C. Scoutten Inc., hereinafter "Engineer"; and,

WHEREAS, Engineer has submitted to CITY a revised "Fee Schedule", attached hereto and by reference incorporated herein as Exhibit "A", which sets forth the new rates for compensation to be paid by CITY for services rendered; and,

WHEREAS, the Mayor and City Council of the City of Willcox desire to have this Resolution presented at its July 1, 2013 Regular Council Meeting for the purpose of approving the "Fee Schedule"; and,

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

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

SECTION 1: The Mayor and City Council hereby approve the revised "Fee Schedule", attached hereto and by reference incorporated herein as Exhibit "A", which sets forth the new rates for compensation to be paid by CITY for services rendered by W.C. Scoutten Inc. as City Engineer; and,

SECTION 2: CITY Administrators and staff are authorized and directed to take all necessary action required to implement the new rates for compensation to be paid by CITY for services rendered by W.C. Scoutten Inc. as City Engineer; and,

SECTION 3: The Mayor is authorized and empowered to execute the Resolution as presented.

**PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF
THE CITY OF WILLCOX, ARIZONA, this 1st day of July, 2013.**

APPROVED/EXECUTED

**_____
ROBERT A. IRVIN, MAYOR**

ATTEST:

**_____
VIRGINIA A. MEFFORD, City Clerk**

APPROVED AS TO FORM:

**_____
ANN P. ROBERTS, City Attorney**

RESOLUTION 2013-49



May 15, 2013

Mr. Pat McCourt, City Manager
City of Willcox
101 South Railroad Avenue, Suite B
Willcox, AZ 85643

Re: Billing Rates

Dear Mr. Pat McCourt:

It is time for us to establish new billing rates for the services we provide to the City of Willcox. Just under eight years have elapsed since our Company began serving the City. We certainly appreciate this ongoing opportunity to provide you with quality engineering services.

Attached is a revised compensation schedule, which is Exhibit A to the Agreement for Engineering and Planning Services.

We remain committed to allocating our professional resources in order to provide you with the most effective and efficient services. Please call me if you ever have any questions or comments regarding our services or our invoices.

Sincerely,

A handwritten signature in black ink, appearing to read 'W. Scoutten'.

Woodrow C. Scoutten, P.E.
President

WCS/bb

Attachment

EXHIBIT A

**FEE SCHEDULE
(Effective through June 30, 2014)**

ENGINEER shall invoice the CITY on a monthly basis for the actual hours spent by ENGINEER and/or his employees on various assignments as directed by the CITY. The hourly rates thus charged will be in accordance with the following schedule to include ENGINEER'S overhead, payroll costs, fringe benefits, profit and ordinary expenses such as copying, telephone, drafting materials, and other routine costs. Sub-consultant hourly rates may vary from those listed below and will be reviewed with the City Manager prior to engagement when possible. ENGINEER will invoice separately to the CITY with prior authorization such extraordinary expenses as large printing costs, aerial photography, soils investigations, or other special consultant services required to complete the work. The invoices shall adequately describe the work accomplished and the cost of each item of work. The schedule of hourly rates shall be updated, if necessary, on an annual basis at the beginning of each fiscal year.

SCHEDULE OF COMPENSATION

General CITY Engineering, Planning and Development Coordination Services:

Principal Engineer.....	\$125.00
Project Engineer.....	\$115.00
Project Planner.....	\$115.00
Plan Reviewer.....	\$100.00
Associate Engineer.....	\$100.00
Senior Planner.....	\$100.00
Special Districts Manager.....	\$100.00
Construction Manager.....	\$100.00
Senior Designer.....	\$95.00
Construction Inspector.....	\$95.00
Planner.....	\$95.00
CAD Drafter / GIS.....	\$90.00
Drafter.....	\$85.00
Technician.....	\$80.00
Clerical.....	\$65.00

Engineering Plan Review:

Plan Review (including pre- and final plats and improvement plans)	
For first review (per sheet).....	\$225.00
For second review.....	(included in fee for first review)
Subsequent reviews.....	Hourly
Report Review (Drainage, Water, Sewer, Traffic)	
For first review.....	\$750.00
For second review.....	(included in fee for first review)
Subsequent reviews.....	Hourly
Expedited Review	
For ten business day turnaround.....	2 times above rates

Building Safety Plan Review:

Plan Review	
For first review (per sheet).....	75% of plan check fee
For second review.....	(included in fee for first review)
Subsequent reviews.....	Hourly
Expedited Review	
For ten business day turnaround.....	2 times above rates

CITY OF WILLCOX

W.C. SCOUTTEN INC

	2006	2007	2008	2009	2010	2011	2012
Jan	-	-	\$ 2,115.00	\$ 5,897.50	\$ 4,225.62	-	\$ 2,452.52
Feb	\$ 4,655.00	\$ 21,096.50	\$ 2,324.68	\$ 5,334.50	\$ 1,233.78	-	\$ 765.00
Mar	-	\$ 5,276.00	\$ 6,456.38	\$ 15,076.00	\$ 629.66	\$ 1,163.92	\$ 3,855.90
Apr	\$ 6,975.00	\$ 855.00	\$ 13,431.99	\$ 4,338.62	\$ 687.12	-	\$ 27,205.39
May	-	\$ 1,202.50	\$ 3,580.00	\$ 5,811.36	\$ 2,683.12	\$ 135.00	\$ 3,049.87
June	-	\$ 1,202.50	\$ 3,580.00	\$ 3,808.76	\$ 587.97	-	\$ 750.00
July	\$ 967.64	\$ 75.00	\$ 14,630.91	\$ 4,171.36	\$ 383.94	\$ 1,400.00	-
Aug	-	\$ -	\$ 6,890.00	\$ 1,611.92	\$ 1,704.81	\$ 1,569.53	\$ 7,429.63
Sept	-	\$ -	\$ 5,092.50	\$ 1,047.50	\$ 2,166.45	\$ 2,886.56	-
Oct	-	\$ 237.50	\$ 6,587.50	\$ 1,995.46	\$ 4,065.13	\$ 200.00	\$ 1,360.70
Nov	-	\$ 7,972.50	\$ 3,632.00	\$ 663.11	\$ 510.00	\$ 6,006.00	\$ 100.00
Dec	-	\$ 7,972.50	\$ 1,520.00	-	\$ 5,809.81	\$ 6,485.58	\$ 2,707.50
TOTAL	\$ 12,597.64	\$ 45,890.00	\$ 69,840.96	\$ 49,756.09	\$ 24,687.41	\$ 19,846.59	\$ 49,676.51

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2

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2013

\$ 3,114.56
\$ 1,209.30
-
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\$ 4,323.86

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Building Safety Plan Review:

Plan Review

For first review75% of plan check fee per UBC

For second review(included in fee for 1st review)

Subsequent reviews Hourly

Expedited Review

For five business day turnaround2 times above rates

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}

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}

}
}

CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION

Agenda Item 25
Tab Number 19
Date: 7/1/2013

Date Submitted:

June 26, 2013

Action:

Resolution
 Ordinance
 Formal

Subject:

UPDATE AUTHORIZED
SIGNATORY FOR CITY
OF WILLCOX
FINANCIAL ACCOUNTS

TO: MAYOR AND COUNCIL
FROM: Finance Director Ruth Graham

DISCUSSION:

By Resolution No. 2010-65 dated June 21, 2010, the Mayor and Council designated the authorized signatories for the City financial accounts and corporate records as those persons in the position of Mayor, Vice-Mayor, City Manager, Finance Director, and City Clerk.

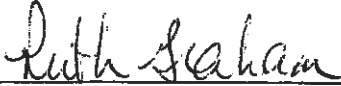
Tedmond J. Soltis has accepted the position of City Manager effective July 1, 2013. It will be necessary to update the signature cards for the City's financial accounts to reflect the change and to continue the City business without interruption. Arrangements have been made with the bank to secure the signature cards and to effect the change as the change has been approved.

RECOMMENDATION:

To approve the following signatory change on the City of Willcox financial accounts:
City Manager Tedmond J. Soltis

FINANCIAL IMPACT: None.

Submitted by:


Ruth Graham, Finance Director

Approved by:


Pat McCourt, City Manager

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CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2013-50

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, STATE OF ARIZONA, "CITY", DESIGNATING AUTHORIZED SIGNATORIES FOR THE CITY OF WILLCOX BANK ACCOUNTS, PROPERTIES, AFFAIRS, BOOKS AND CORPORATE RECORDS OF THE CITY; DIRECTING AUTHORIZED CITY ADMINISTRATORS AND STAFF TO CARRY OUT THE INTENT AND PURPOSES OF THIS RESOLUTION; AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AS PRESENTED; AND DECLARING AN EMERGENCY TO EXIST.

WHEREAS, pursuant to Arizona Revised Statutes § 9-240, the Mayor and Council shall have the control and power over the affairs, finances and property of the corporation and to appropriate money to provide for the payment of its debts and expenses; and,

WHEREAS, only authorized signatories shall affix her/his/their signature on CITY checks drawn for debts or expenses and/or on CITY documents, contracts, resolutions and ordinances or the City of Willcox bank accounts, properties, affairs, books and corporate records to carry-out the duties and financial responsibilities of the CITY; and,

WHEREAS, the Mayor and City Council have the authority to designate signatories to affix their signature as may be required and desire to designate the Mayor, Vice-Mayor, City Manager, Finance Director and City Clerk, respectively, all of which are familiar with the bank accounts, properties, affairs, books and corporate records of the CITY; and,

WHEREAS, the Mayor and Council have determined that it is in the best interest of the citizens of the City to formally designate the above named duly qualified signatories whose signatures shall constitute authorized genuine official signatures of said CITY officers; and,

WHEREAS, the Mayor and City Council desire to have this Resolution presented for consideration at the Regular City Council Meeting on July 1, 2013; and,

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

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Wilcox, that the City Council hereby formally designates and authorizes the following signatories to affix their signatures below and on any and all bank signature cards, checks, bank records and other documents as may be required and provided for in this Resolution.

Robert A. Irvin, Mayor

William Holloway, Vice-Mayor

Tedmond J. Soltis, City Manager

Virginia A. Mefford, City Clerk

Ruth E. Graham, Finance Director

BE IT FURTHER RESOLVED by the Mayor and Council of the City of Willcox 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 and this Resolution shall therefore be effective upon its passage and adoption.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 1st day of July, 2013.

APPROVED/EXECUTED:

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2013-50

CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION

Agenda Item 26
Tab Number 28
Date: 7/1/2013

<u>Date Submitted:</u>	<u>Action:</u>	<u>Subject:</u>
June 26, 2013	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal	UPDATE PLEDGEE AGREEMENT WITH THE FEDERAL RESERVE BANK

TO: MAYOR AND COUNCIL
FROM: Finance Director Ruth Graham

DISCUSSION:

As a part of its banking requirements the City of Willcox is required to have a current Pledgee Agreement Form and accompanying FedMail Request Form on file with the Federal Reserve Bank to meet the requirements of Appendix C of the Operating Circular 7, dated August 19, 2005.

The forms were last updated on February 18, 2013 and need to be updated again to include Tedmond J. Soltis who has accepted the position of City Manager effective July 1, 2013. This is a housekeeping item required to update the Pledgee Agreement Form and the Federal Reserve Bank Joint Custody Service via FedMail Request Form.

RECOMMENDATION:

Motion to approve the City of Willcox Pledgee Agreement Form to be placed on file with the Federal Reserve Board to meet the requirements of Appendix C of the Operating Circular 7, dated August 19, 2005.

FINANCIAL IMPACT: None.

Submitted by:

Approved by:


Ruth Graham, Finance Director


Pat McCourt, City Manager



CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2013-51

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF WILLCOX, ARIZONA, "CITY" FOR THE PURPOSE OF AUTHORIZING AND APPROVING THE PLEDGEE AGREEMENT FORM WITH THE FEDERAL RESERVE BANK OF BOSTON; AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION; DIRECTING AUTHORIZED CITY OFFICERS AND AGENTS TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, the CITY is authorized and empowered pursuant to Title 9, A.R.S. Section 9-240, to have control of the finances and the property of the corporation and to carry out the purposes of the corporation; and,

WHEREAS, the Mayor, City Manager, City Clerk and Finance Director are authorized to sign on behalf of the corporation to take authoritative action on behalf of the CITY with respect to the account held with the Federal Reserve Bank of Boston; and,

WHEREAS, the Mayor and City Council have determined that authorizing and approving the Pledgee Agreement Form is in the best interest of the CITY, its employees and the citizens of this CITY, and they desire to have this Resolution presented for consideration at the Regular City Council Meeting on July 1, 2013.

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

SECTION 1: The Mayor and City Council of the City of Willcox, hereby authorize and approve execution of the Pledgee Agreement Form for the Federal Reserve Bank of Boston, dated July 1, 2013; and,

SECTION 2: The appropriate officers and officials of the CITY are hereby authorized and directed to take all actions necessary or reasonably required to carry out the intent of this Resolution; and,

SECTION 3: That the Mayor is authorized and empowered to execute this Resolution and the City of Willcox Pledgee Agreement.

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PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, this 1st day of July, 2013.

APPROVED/EXECUTED

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2013-51

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 27
Tab Number: 21
Date: 7-1-2013

Date Submitted:
6-25-13
Date Requested:
7-1-13

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject: License with
Valley Telephone
Cooperative Inc. to use
the City Right of Ways
for a Fiber Optic line.

TO: MAYOR AND COUNCIL

FROM: City Manager

DISCUSSION: Valley Telephone Cooperative Inc. (Cooperative) provides telephone services outside the City of Willcox. As part of their operations they have a fiber optics line that runs through the City of Willcox and uses the City Right of Ways (ROW). Since this is a private company using the public property to deliver service it is necessary to have a license to permit them to use the City ROW. Under the State Law and City code the fee to be charged is based upon a cost per linear foot. There are seventeen thousand three hundred and forty-seven linear (17,347) feet of fiber optic. The rate set is fifty cents (\$0.50) per linear foot. There is an annual adjustment based upon the Cost of living change. Any additional cable installed also would increase the linear footage and adjust the annual fee.

This license has been an area of dispute for several years. This license legitimizes the use of the City ROW by the Cooperative.

The agreement is for five years with an automatic renewal.

RECOMMENDATION: Approve the agreement

FISCAL IMPACT: This will create \$8673.50 the first year to the General Fund. The amount in future years will vary depending on the footage change (if any) and the change in the Cost f Living.

Prepared by: Pat McCourt

Approved by: _____


City Manager

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CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2013-52

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, APPROVING A TELECOMMUNICATIONS SERVICES NON-EXCLUSIVE LICENSE AGREEMENT WITH VALLEY TELEPHONE COOPERATIVE, INC.,; AUTHORIZING THE MAYOR TO EXECUTE THE LICENSE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AS PRESENTED AND FURTHER AUTHORIZING AND DIRECTING CITY ADMINISTRATION AND STAFF TO ACT ACCORDINGLY TO IMPLEMENT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, Arizona Revised Statutes §§9-501(B) and 9-581 through 9-583, authorizes the City of Willcox, “City”, to grant, renew, deny and terminate Licenses for the installation, operation and maintenance of Telecommunication Services and otherwise regulate Telecommunication Services within the City boundaries by virtue of federal and state statutes, by the City Code, by the City’s police powers, by its authority over its public rights-of-way, and by other City powers and authority; and,

WHEREAS, Valley Telephone Cooperative, “Licensee”, is a telecommunications company that is applying for a License from the City of Willcox to provide Telecommunications Services within the City by installing and maintaining Telecommunications facilities within the City and Licensee has received and complies with a certificate of convenience and necessity from the Arizona Corporation Commission; and,

WHEREAS, The Mayor and City Council believe that it would serve the public interest to grant a License on the terms and conditions hereinafter set forth on the “Telecommunications Services Non-Exclusive License Agreement”, attached hereto and presented herewith as Exhibit “A”, and Licensee agrees to obtain a License under such conditions; and,

WHEREAS, the Mayor and City Council believed that granting the License to Licensee is in the best interest of the citizens of the City of Willcox and desire this item to be presented for consideration by the Mayor and City Council at their Regular City Council Meeting scheduled for July 1, 2013.

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

SECTION 1. The Mayor and City Council hereby find and determine that it is in the best interest of the citizens of the City of Willcox to grant to Valley Telephone Cooperative, Inc., the "Telecommunications Services Non-Exclusive License Agreement", attached hereto and presented herewith as Exhibit "A"; and,

SECTION 2: The Mayor and City Council hereby approve and grant the "Telecommunications Services Non-Exclusive License Agreement", attached hereto and presented herewith as Exhibit "A" on the terms and conditions contained therein; and,

SECTION 3: CITY Administrators and staff are authorized and directed to take all necessary action required to implement such License and any future renewal of such License on the terms and conditions contained therein; and,

SECTION 4: The Mayor is authorized and empowered to execute the "Telecommunications Services Non-Exclusive License Agreement", attached hereto and presented herewith as Exhibit "A" and this Resolution as presented.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 1st day of July, 2013.

APPROVED/EXECUTED:

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2013-52

RESOLUTION 2013-52

CERTIFICATE

I, Virginia A. Mefford, the duly appointed City Clerk of the City of Willcox, Arizona, do hereby certify that the above and foregoing Resolution No. 2013-49 was duly passed and adopted by the Mayor and Council of the City of Willcox, Arizona, at a regular meeting held on July 1, 2013, and the vote was ___ yes and ___ nays and that the Mayor and all Council Members were present there at. _____

VIRGINIA A. MEFFORD, City Clerk
City of Willcox, Arizona

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TELECOMMUNICATIONS SERVICES NON-EXCLUSIVE LICENSE AGREEMENT

This Telecommunications Services Non-Exclusive License Agreement, hereinafter "License", is made and entered into this 1st day of July, 2013, by and between the City of Willcox, Arizona, an Arizona municipal corporation, hereinafter "City" or "Licensor", and Valley Telephone Cooperative, an Arizona Corporation, hereinafter "Licensee". City and Licensee may be referred to collectively as "Parties" or each individually as "Party"

RECITALS

- A. Pursuant to Arizona Revised Statutes §§9-501(B) and 9-581 through 9-583, the City is authorized to grant, renew, deny and terminate Licenses for the installation, operation and maintenance of Telecommunication Services and otherwise regulate Telecommunication Services within the City boundaries by virtue of federal and state statutes, by the City of Willcox Code, by the City's police powers, by its authority over its public rights-of-way, and by other City powers and authority.
- B. Licensee is a telecommunications company that has applied for a License from the City to provide Telecommunications Services within the City by installing and maintaining Telecommunications facilities within the City as hereinafter defined.
- C. Licensee has received and complies with a certificate of convenience and necessity from the Arizona Corporation Commission.

D. Based on such review, the City finds that it would serve the public interest to grant a License on the terms and conditions hereinafter set forth, and Licensee agrees to obtain a License under these conditions.

AGREEMENT

In consideration of the foregoing recitals, which are incorporated herein by reference, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

SECTION 1. DEFINITIONS.

For the purpose of this License, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words used in the singular number include the plural number. The provisions of this License shall be construed in accordance with the laws of the State of Arizona:

(a). "CITY" means the City of Willcox, a municipal corporation of the State of Arizona, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.

(b). "COUNCIL" means the present governing body of the City or any future board constituting the legislative body of the City.

(c). "FACILITIES" shall have the meanings set forth in Section 5.09.010 of the City Code insofar as the definition is consistent with the provisions of Arizona law.

(d). "FCC" means the Federal Communications Commission.

(e). "LICENSEE" means the entity to whom or which this License is granted by the Council, and its lawful heirs, legal representatives, successors and assigns of the Licensee.

(f). "PUBLIC HIGHWAY" or "HIGHWAY(S)" shall have the meanings set forth in Section 5.09.010 of the City Code insofar as the definition is consistent with the provisions of Arizona law.

(g). "TELECOMMUNICATIONS" and "TELECOMMUNICATIONS SERVICES" shall have the meanings set forth in Section 5.09.010 of the Willcox City Code insofar as the definition is consistent with the provisions of Arizona law.

(h). "TELECOMMUNICATIONS FACILITIES" means Licensee's Facilities necessary to provide Telecommunications Services.

SECTION 2. GRANT OF NON-EXCLUSIVE LICENSE.

Pursuant to the authority of the City Code Chapter 5.09, Arizona Revised Statutes (ARS) § 9-582.A.4., B, C,D; and ARS 9-583, a non-exclusive license is hereby granted by the City to Valley Telephone Cooperative, Inc., an Arizona Corporation, as "Licensee," to locate, maintain, and operate in, over, under, and across only those specified public streets, avenues, parkways, alleys, easements, and sidewalks for which the City has ownership or easements, for the purpose of providing Telecommunications Facilities under the terms and conditions hereof. This License shall include the authority, right, privilege, to maintain and operate in, over, under, across and upon specified Public

Highways, those Facilities required to provide Telecommunications Services to individuals and communities outside of the City.

SECTION 3. EFFECTIVE DATE.

The grant of the License hereunder is effective as of July 1, 2013.

SECTION 4. TERM.

The term of this license shall be for five (5) years from its date of grant, July 1, 2013, and it shall be terminable for cause and renewable as may be permitted in any applicable statute of the State of Arizona; provided, however, that the payment of the rental for the fifth year of the initial term, or any renewal term, shall constitute a request for renewal for an additional five (5) year term, which renewal shall be effective without any further action of the Mayor and Council, unless action to terminate is taken by the Mayor and Council, at least ninety (90) days prior to the termination date. Any renewal of this License shall not be unreasonably withheld.

SECTION 5. COMPENSATION TO CITY.

As per City Code 5.09.040, ARS §9-582(A)(4), ARS §9-582(D) and ARS §9-583(C), the Licensee shall pay the City as consideration for the granting of this License an annual fee of fifty cents (\$0.50) per linear foot of cable, now and hereinafter to be installed in the City right of way. Further, said amount of annual fee per linear foot of fifty cents (\$0.50) shall be adjusted annually equal to the percentage change in the Urban Consumer Price Index, as compiled by United States Department of Labor for each Calendar period from January 1 through December 31, to be implemented as of the July 1, following the period of the

measured adjustment. The linear feet distance in this agreement as of the date of approval of this License, is Seventeen Thousand Three Hundred and Forty-Seven (17,347.00) Feet, as illustrated on Exhibit "1", attached hereto and by reference, incorporated herein. Any additional cable installed shall increase the linear footage and the annual fee amount to be paid. Licensee shall also pay all other fees as applied to all other Telecommunications Companies under ARS §9-582.

SECTION 6. SCOPE OF LICENSE.

(a). The License hereby granted shall extend to and include only those portions of the public streets, parkways, alleys, avenues, easements, and sidewalks, for which the City has title or easements.

(b). This License is non-exclusive, and the granting of this License shall not prohibit the City from granting other licenses or allowing or making other or similar uses of the City's rights-of-way; provided, however, that any similar grants shall not interfere with the rights granted to Licensee herein.

(c). This License shall not be construed as permitting the Licensee to provide Telecommunications Services to third parties within the City.

SECTION 7. OBLIGATIONS OF LICENSEE.

The Licensee agrees to comply with the provisions of City Code 5.09 as it now exists or as it may be modified.

SECTION 8. TRANSFERABILITY.

This License and the rights of Licensee hereunder are not assignable or otherwise transferable, in law or in equity, by deed, lease, or otherwise, nor may

they be hypothecated, except with the express approval of the Mayor and Council of the City, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Licensee may grant rights of use of its Facilities to third parties subject to the limitations of this License. Licensee may also, upon notice to the City, freely assign this License to an entity which is owned or controlled or under common control with Licensee.

SECTION 9. NOTICE.

Any notice or communication required in the administration of this non-exclusive License shall be sent as follows:

City of Willcox
City Hall - City Clerk
101 South Railroad Ave. Ste. B
Willcox, Arizona 85643

Notice to Licensee will be sent to:

Chief Executive Officer/General Manager
Valley Telephone Cooperative, Inc.
P.O. Box 970
752 E. Maley
Willcox AZ 85644-0970

SECTION 10. VALIDITY AND APPLICABILITY.

(a). The provisions of this non-exclusive License are severable, and if any provision, sentence, clause, section, or part thereof shall be held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this non-exclusive License or their application to other persons and circumstances.

(b). There is hereby reserved to the City every right and power which is required to be herein reserved or provided by a Resolution of the Council, and the Licensee, by its acceptance of this License, agrees to be bound thereby, and to comply with any legal action or requirement of the City in its exercise of any such right or power, heretofore or hereafter enacted or established.

(c). The License shall be subject to revocation if the Licensee fails to comply with the terms and conditions of the License, City Code Section 5.09, or other applicable law.

SECTION 11. MODIFICATION.

The terms and conditions of this License may be amended only upon approval in writing of said modification by the Mayor and Council of the City.

DATED this 1st day of July, 2013.

CITY OF WILLCOX

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

DATED this _____ day of July, 2013.

By: _____

Steve Metts,
Contracts & Compliance Manager
Valley Telecom Group
Valley Telephone Cooperative, Inc.
Copper Valley Telephone, Inc.
Valley Connections, L.L.C.
VTG Holdings, Inc.
Valley Telecommunications Company
752 E. Maley, Willcox, AZ 85643
PO Box 970, Willcox, AZ 85644
520-384-8932 office
520-507-5636 mobile
520-826-1064 fax

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 28
Tab Number: 22
Date: 7-1-2013

Date Submitted:
6-25-13
Date Requested:
7-1-13

Action:
 Resolution
 Ordinance
 Formal
 Other

**Subject: License for
Valley Telephone
Connections L.L.C. to
provide telephone
services within the City
of Willcox**

TO: MAYOR AND COUNCIL

FROM: City Manager

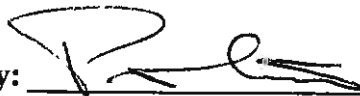
DISCUSSION: Valley Telephone Connections L.L.C. (Connections) provides telephone services within the City of Willcox. In order to provide this service they use the City owned Streets, alleys, and Rights of Way (ROW). Since this is a private business using Public property to deliver the services they pay a fee for the use of the ROW. In this particular case the fee is restricted by State Law and City Code to the amount of Transaction Privilege Tax (TPT) - (although it may be paid as either TPT or License Fee).

The agreement is for five (5) years with an automatic renewal. Connections has been paying the License Fee so tis generates no income to the General Fund, it does legitimize the relationship between the City and Connections.

RECOMMENDATION: Approve the agreement.

FISCAL IMPACT: Since Connections has been paying the license fee no additional income is generated to the General Fund.

Prepared by: Pat McCourt

Approved by: 

City Manager

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CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2013-53

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, APPROVING A TELECOMMUNICATIONS SERVICES NON-EXCLUSIVE LICENSE AGREEMENT WITH VALLEY CONNECTIONS LLC.; AUTHORIZING THE MAYOR TO EXECUTE THE LICENSE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AS PRESENTED AND FURTHER AUTHORIZING AND DIRECTING CITY ADMINISTRATION AND STAFF TO ACT ACCORDINGLY TO IMPLEMENT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, Arizona Revised Statutes §§9-501(B) and 9-581 through 9-583, authorizes the City of Willcox, "City", to grant, renew, deny and terminate Licenses for the installation, operation and maintenance of Telecommunication Services and otherwise regulate Telecommunication Services within the City boundaries by virtue of federal and state statutes, by the City Code, by the City's police powers, by its authority over its public rights-of-way, and by other City powers and authority; and,

WHEREAS, Valley Connections, LLC, "Licensee", is a telecommunications company that is applying for a License from the City of Willcox to provide Telecommunications Services within the City by installing and maintaining Telecommunications facilities within the City and Licensee has received and complies with a certificate of convenience and necessity from the Arizona Corporation Commission; and,

WHEREAS, The Mayor and City Council believe that it would serve the public interest to grant a License on the terms and conditions hereinafter set forth on the "Telecommunications Services Non-Exclusive License Agreement", attached hereto and presented herewith as Exhibit "A", and Licensee agrees to obtain a License under such conditions; and,

WHEREAS, the Mayor and City Council believed that granting the License to Licensee is in the best interest of the citizens of the City of Willcox and desire this item to be presented for consideration by the Mayor and City Council at their Regular City Council Meeting scheduled for July 1, 2013.

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

SECTION 1. The Mayor and City Council hereby find and determine that it is in the best interest of the citizens of the City of Willcox to grant to Valley Connections, LLC, the "Telecommunications Services Non-Exclusive License Agreement", attached hereto and presented herewith as Exhibit "A"; and,

SECTION 2: The Mayor and City Council hereby approve and grant the "Telecommunications Services Non-Exclusive License Agreement", attached hereto and presented herewith as Exhibit "A" on the terms and conditions contained therein; and,

SECTION 3: CITY Administrators and staff are authorized and directed to take all necessary action required to implement such License and any future renewal of such License on the terms and conditions contained therein; and,

SECTION 4: The Mayor is authorized and empowered to execute the "Telecommunications Services Non-Exclusive License Agreement", attached hereto and presented herewith as Exhibit "A" and this Resolution as presented.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 1st day of July, 2013.

APPROVED/EXECUTED:

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2013-53

RESOLUTION 2013-53

CERTIFICATE

I, Virginia A. Mefford, the duly appointed City Clerk of the City of Willcox, Arizona, do hereby certify that the above and foregoing Resolution No. 2013-49 was duly passed and adopted by the Mayor and Council of the City of Willcox, Arizona, at a regular meeting held on July 1, 2013, and the vote was ___ yes and ___ nays and that the Mayor and all Council Members were present there at.

VIRGINIA A. MEFFORD, City
Clerk
City of Willcox, Arizona

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TELECOMMUNICATIONS SERVICES NON-EXCLUSIVE LICENSE AGREEMENT

This Telecommunications Services Non-Exclusive License Agreement, hereinafter "License", is made and entered into this 1st day of July, 2013, by and between the City of Willcox, Arizona, an Arizona municipal corporation, hereinafter "City" or "Licensor", and Valley Connections, L.L.C, an Arizona Limited Liability Company, hereinafter "Licensee". City and Licensee may be referred to collectively as "Parties" or each individually as "Party"

RECITALS

- A. Pursuant to Arizona Revised Statutes §§9-501(B) and 9-581 through 9-583, the City is authorized to grant, renew, deny and terminate Licenses for the installation, operation and maintenance of Telecommunication Services and otherwise regulate Telecommunication Services within the City boundaries by virtue of federal and state statutes, by the City of Willcox Code, by the City's police powers, by its authority over its public rights-of-way, and by other City powers and authority.
- B. Licensee is a telecommunications company that has applied for a License from the City to provide Telecommunications Services within the City by installing and maintaining Telecommunications facilities within the City as hereinafter defined.
- C. Licensee has received and complies with a certificate of convenience and necessity from the Arizona Corporation Commission.

D. Based on such review, the City finds that it would serve the public interest to grant a License on the terms and conditions hereinafter set forth, and Licensee agrees to obtain a License under these conditions.

AGREEMENT

In consideration of the foregoing recitals, which are incorporated herein by reference, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

SECTION 1. DEFINITIONS.

For the purpose of this License, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words used in the singular number include the plural number. The provisions of this License shall be construed in accordance with the laws of the State of Arizona:

(a). "CITY" means the City of Willcox, a municipal corporation of the State of Arizona, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.

(b). "COUNCIL" means the present governing body of the City or any future board constituting the legislative body of the City.

(c). "FACILITIES" shall have the meanings set forth in Section 5.09.010 of the City Code insofar as the definition is consistent with the provisions of Arizona law.

(d). "FCC" means the Federal Communications Commission.

(e). "LICENSEE" means the entity to whom or which this License is granted by the Council, and its lawful heirs, legal representatives, successors and assigns of the Licensee.

(f). "PUBLIC HIGHWAY" or "HIGHWAY(S)" shall have the meanings set forth in Section 5.09.010 of the City Code insofar as the definition is consistent with the provisions of Arizona law.

(g). "TELECOMMUNICATIONS" and "TELECOMMUNICATIONS SERVICES" shall have the meanings set forth in Section 5.09.010 of the Willcox City Code insofar as the definition is consistent with the provisions of Arizona law.

(h). "TELECOMMUNICATIONS FACILITIES" means Licensee's Facilities necessary to provide Telecommunications Services.

SECTION 2. GRANT OF NON-EXCLUSIVE LICENSE.

Pursuant to the authority of the City Code Chapter 5.09, Arizona Revised Statutes (ARS) § 9-582.A.1., and ARS 9-583.B., a non-exclusive license is hereby granted by the City to Valley Connections L.L.C., an Arizona Limited Liability Company, as "Licensee", to locate, construct, maintain, and operate in, over, under, and across only those public streets, avenues, parkways, alleys, easements, and sidewalks for which the City has ownership or easements, Telecommunications Facilities under the terms and conditions hereof. This License shall include the authority, right, privilege, and power to construct, maintain and operate in, over, under, across and upon Public Highways, those

Facilities required to provide Telecommunications Services to individuals and communities inside of the City.

SECTION 3. EFFECTIVE DATE.

The grant of the License hereunder shall be effective **as** of July 1, 2013.

SECTION 4. TERM.

The term of this license shall be for five (5) years from its date of grant, July 1, 2013, and it shall be terminable for cause and renewable as may be permitted in any applicable statute of the State of Arizona; provided, however, that the payment of the rental amount for the fifth year of the initial term, or any renewal term, shall constitute a request for renewal for an additional five (5) year term, which renewal shall be effective without any further action of the Mayor and Council, unless action to terminate is taken by the Mayor and Council, at least ninety (90) days prior to the termination date. Any renewal of this License shall not be unreasonably withheld.

SECTION 5. COMPENSATION TO CITY.

As compensation for the rights and privileges herein conferred, Licensee shall provide to the City the Transaction Privilege Tax as permitted in section 3.08470 of the City Code, City Code 5.09.030(5)(e), and ARS 9-582.A.1.

SECTION 6. SCOPE OF LICENSE.

(a) The License hereby granted shall extend to and include only those portions of the public streets, parkways, alleys, avenues, easements, and sidewalks, for which the City has title or easements.

(b) This License is non-exclusive, and the granting of this License shall not prohibit the City from granting other licenses or allowing or making other or similar uses of the City's rights-of-way; provided, however, that any similar grants shall not interfere with the rights granted to Licensee herein.

SECTION 7. OBLIGATIONS OF LICENSEE.

The Licensee agrees to comply with the provisions of City Code 5.09.030. D(1), (2), (3), (4), and (5) as they now exist or as they may be modified.

SECTION 8. TRANSFERABILITY.

This License and the rights of Licensee hereunder are not assignable or otherwise transferable, in law or in equity, by deed, lease, or otherwise, nor may they be hypothecated, except with the express approval of the Mayor and Council of the City, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Licensee may grant rights of use of its Facilities to third parties subject to the limitations of this License. Licensee may also, upon notice to the City, freely assign this License to an entity which is owned or controlled or under common control with Licensee. Nothing in this section shall be deemed applicable to new or existing rural utility services loans of Licensee.

SECTION 9. NOTICE.

Any notice or communication required in the administration of this non-exclusive License shall be sent as follows:

City of Willcox
City Hall - City Clerk
101 South Railroad Ave. Ste. B
Willcox, Arizona 85643

Notice to Licensee will be sent to:

Chief Executive Officer/General Manager
Valley Connections, L.L.C..
P.O. Box 970
752 E. Maley
Willcox AZ 85644-0970

SECTION 10. VALIDITY AND APPLICABILITY.

(a). The provisions of this non-exclusive License are severable, and if any provision, sentence, clause, section, or part thereof shall be held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this non-exclusive license or their application to other persons and circumstances.

(b). There is hereby reserved to the City every right and power which is required to be herein reserved or provided by a Resolution of the Council, and the Licensee, by its acceptance of this License, agrees to be bound thereby, and to comply with any legal action or requirement of the City in its exercise of any such right or power, heretofore or hereafter enacted or established.

(c). The License shall be subject to revocation if the Licensee fails to comply with the terms and conditions of the License, City Code Section 5.09, or other applicable law.

SECTION 11. MODIFICATION.

The terms and conditions of this License may be amended only upon approval in writing of said modification by the Mayor and Council of the City.

DATED this 1st day of July, 2013.

CITY OF WILLCOX

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

DATED this _____ day of July, 2013.

By: _____
Steve Metts,
Contracts & Compliance Manager
Valley Telecom Group
Valley Telephone Cooperative, Inc.
Copper Valley Telephone, Inc.
Valley Connections, L.L.C.
VTG Holdings, Inc.
Valley Telecommunications Company
752 E. Maley, Willcox, AZ 85643
PO Box 970, Willcox, AZ 85644
520-384-8932 office
520-507-5636 mobile
520-826-1064 fax

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CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION

Agenda Item 29
Tab Number 23
Date: 7/1/13

Date Submitted:	Action:	Subject:
June 25, 2013	<input checked="" type="checkbox"/> Resolution- Ordinance Formal	SEACAP CONTRACT ANNUAL RENEWAL FY 2013-2014

TO: MAYOR AND COUNCIL
FROM: City Manager Pat McCourt

Discussion:

The City of Willcox requests approval to enter into an annual Agreement with the SouthEastern Arizona Community Action Program, Inc. (SEACAP). The program is offered through the State of Arizona. Its purpose is to help residents in need of assistance, and to teach fiscal responsibility. In previous years SEACAP has provided assistance to the residents of Willcox with utility bills. In order for our residents to be able to receive assistance the City must enter into a Fiscal Year 2013-2014 agreement with SEACAP.

SEACAP's Willcox office is located in City Hall.

Recommendation:

Staff recommends entering into the FY 2013-2014 Agreement with SEACAP.

Fiscal Impact:

Financial assistance to City customers to help them pay their utility bills.

Submitted by:

Approved by:


Ruth Graham, Finance Director


Pat McCourt, City Manager

SouthEastern Arizona Community Action Program, Inc. (SEACAP)
283 W. 5th Street
Safford, AZ 85546

Vendor I.D. # _____

AGREEMENT

PURPOSE: The purpose of this Agreement is to provide payment for services rendered by the Vendors to clients, determined eligible for the services by approved Contractors of the SEACAP. These services will be provided to individuals or households.

1. VENDOR NAME & ADDRESS: <i>CITY OF WILLCOX</i> <i>101 S RAILROAD AVE STE B</i> <i>WILLCOX AZ 85643</i>	2. FEDERAL I.D. # or S.S. # <i>86-6000270</i> CONTACT PHONE #: <i>(520) 766-4202</i>
--	--

3. TYPE OF SERVICE: Emergency & Case Management Services

4. TERM OF AGREEMENT: BEGIN DATE: JULY 1, 2013 END DATE: JUNE 30, 2014

TERMS AND CONDITIONS:

- This Agreement is entered into on the date indicated above by and between the SouthEastern Arizona Community Action Program, Inc. (hereinafter "SEACAP") and the Vendor identified above (hereinafter "Vendor").
- The Vendor shall, upon request, perform services as described above, beginning on the date of this Agreement.
- The parties understand and mutually agree that the Vendor shall perform services under this Agreement as an independent Vendor and not as an employee of SEACAP and that the Vendor is not entitled to the rights, privileges or benefits of an employee of SEACAP.
- As payment for services rendered by the Vendor herein, SEACAP shall pay for services identified above in the amount designated on each eligible application processed and approved by SEACAP. The parties to this Agreement agree that the State of Arizona and SEACAP shall be indemnified and held harmless by the Vendor for its vicarious liability as a result of entering into this Agreement. Each party to this Agreement is responsible for its own negligence.
- Refunds** - All funds paid to a utility company on behalf of an eligible customer are considered grants and may be claimed by the customers once the utilities are shut-off. Any unclaimed or abandoned payments and/or deposits must be surrendered to the Arizona Community Action Association as per A.R.S. §46-731.
- Arbitration.** The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes (Title 41).
- Audit Records.** Under A.R.S. §35-214 and §35-215, the Vendor shall retain and shall contractually require all data and other "records" relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Agreement or subcontract at reasonable times. Upon request, the Vendor shall produce a legible copy of any or all such records.
- Availability of Funds for the Next State Fiscal Year.** Funds may not presently be available for performance under this Agreement beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this Agreement beyond the current state fiscal year until funds are made available for performance of this Agreement.
- Availability of Funds for the Current State Fiscal Year.** Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
Accept a decrease in price offered by the Vendor; Cancel the Agreement; Cancel and re-solicit the requirements.
- Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, the State may cancel this Agreement within three years after Agreement execution with penalty or further obligation if any person significantly involved initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State is or becomes at any time while the Agreement or an extension of the Agreement is in effect an employee of or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when the Vendor received written notice of the cancellation unless the notice specifies a later time. If the Vendor is a political subdivision of the State, it may also cancel this Agreement as provided in A.R.S. § 38-511.
- Compliance with Applicable Law.** The materials and services supplied under this Agreement shall comply with all applicable Federal, state and local laws, and the Vendor shall maintain all applicable licenses and permits requirements.
- Non-Discrimination.** The Vendor shall comply with executive order 99-4, and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- Personal Use of Agreements Prohibited.** This Agreement shall only be made available to the State, its agencies and members of its purchasing cooperative. Private individuals, government employees and public officials shall not be permitted to make purchases for personal or business use of this Agreement.
- Third-Party Antitrust Violations.** The Vendor assigns to the State any claim for overcharges resulting from antitrust violations, to the extent that those violations concern materials or services supplied by third parties to the Vendor, toward fulfillment of this Agreement.
- SEACAP shall address all notices relative to this Agreement to the address indicated above. The Vendor shall address all notices relative to this Agreement to the SEACAP address listed above.

SOUTHEASTERN ARIZONA COMMUNITY ACTION PROGRAM, INC.

VENDOR

CASE MANAGER: _____

SIGNATURE: _____

SEACAP REP: Librado M. Ramirez

PRINTED NAME: ROBERT A. IRVIN

TITLE: Executive Director

TITLE: MAYOR

DATE: _____

DATE: _____

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2013-54

A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING AND ADOPTING THE FY 2013-2014 AGREEMENT BETWEEN THE CITY OF WILLCOX, "CITY", AND THE SOUTHEASTERN ARIZONA COMMUNITY ACTION PROGRAM, INC, "SEACAP", AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND DECLARING AN EMERGENCY TO EXIST.

WHEREAS, annually, the CITY and SEACAP enter into an Agreement for the provision of services to provide assistance to and to teach fiscal responsibility to citizens of the City of Willcox; and,

WHEREAS, in order for the citizens of the City of Willcox to continue to receive the valuable services provided by SEACAP, the "Agreement", attached hereto and presented herewith as Exhibit "A", must be approved by the Mayor and City Council; and,

WHEREAS, the Mayor and City Council desire to have this Resolution presented at the July 1, 2013 Council meeting and has determined that approval of the Agreement is in the best interest of the CITY and its residents; and,

WHEREAS, it is necessary for the preservation of the peace, health, and safety of the City of Willcox, Cochise County, Arizona, that an emergency be declared to exist to assure timely execution of the Agreement for the effective date of July 1, 2013, and that this Resolution shall be effective immediately upon its passage and adoption.

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

SECTION 1: That approval of the FY 2013-2014 SEACAP Agreement is in the best interests of the residents of the City of Willcox; and,

SECTION 2: That the CITY formally approves and adopts the FY 2013-2014 Agreement with SEACAP, attached hereto and by reference, incorporated herein as if set forth herein in full; and,

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

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

SECTION 4: The Mayor is authorized and empowered to execute this Resolution and the FY 2013-2014 SEACAP Agreement as presented.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 1st day of July, 2013.

APPROVED/EXECUTED

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2013-54

CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION

Agenda Item 30
Tab Number 24
Date: 7/1/13

<u>Date Submitted:</u>	<u>Action:</u>	<u>Subject:</u>
June 25, 2013	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal	SEACAP UTILITIES CONTRIBUTION AGREEMENT

TO: MAYOR AND COUNCIL
FROM: City Manager Pat McCourt

DISCUSSION:

Since July 1, 2009, the City of Willcox has provided office space in City Hall to the SouthEastern Arizona Community Action Program, Inc. (SEACAP). Prior to that time, SEACAP used a room at the City's Community Center. The City provided space to SEACAP at no cost prior to July 1, 2011.

For fiscal years 2011-2012 and 2012-2013 SEACAP agreed to pay its share of the utility costs for City Hall at the rate of \$300.00 per month, or \$3,600.00 per year. For FY 2013-2014, SEACAP has asked to continue to use the space in City Hall and continue to pay its share of the utility costs.

The cost sharing formula was based allocation of expenses for gas, water, sewer and solid waste by a percentage of the floor space used by the City and SEACAP. An analysis of the utility costs for the cost of services is attached for your consideration. The costs have continued to be consistent and the utility sharing of \$300.00 per month will continue to pay SEACAP's portion of the expenses for the upcoming year. FY13 payments totaling \$3,600.00 have been received in a timely manner.

If the continued use of the building is approved by the Mayor and Council, the City will recognize \$3,600 in revenue. That revenue is included in the tentative FY2013-2014 budget under General Fund Revenues, Page 2, Account No. 10-39-60400.

RECOMMENDATION:

Motion to allow SEACAP to continue to use office space in City Hall for Fiscal Year 2013-2014; the utility costs for City Hall will be shared at the rate of \$300.00 per month for a total of \$3,600.00.

FISCAL IMPACT: \$3,600.00 General Fund revenue.

Submitted by:


Ruth Graham, Finance Director

Approved by:


Pat McCourt, City Manager

CITY OF WILLCOX
Office of the City Manager



101 S Railroad Ave Ste B
Willcox, Arizona 85643-2198
(520) 766-4201 Fax: (520) 384-2590
pmccourt@willcoxcity.org

July 1, 2013

Southeast Arizona Community Action Program
Attention: Virginia Avila
101 S Railroad Ave Ste A
Willcox, AZ 85643

Re: Utility Contribution to City of Willcox for Use of Office Space

Dear Ms. Avila:

SEACAP moved into City Hall on July 1, 2009. For the first two years of SEACAP's occupancy, or the period from July 1, 2009 through June 30, 2011, the City provided 100% of the cost of utilities and maintenance for the portion of the building occupied by SEACAP. For Fiscal Years 2011-2012 and 2012-2013, SEACAP paid a cost share allowance of \$300.00 per month to the City.

We have analyzed the current year costs for Water, Electricity, Sewer and Trash Service for the building. No allocation has been made for gas service. We roughly estimate that SEACAP uses about 32% of the building space. The area for the kitchens and bathrooms has been allocated to the City. Based on an average monthly cost of \$928.72 for utilities to the building, SEACAP's contribution for utility costs would be \$300.00.

Request is hereby made for SEACAP to contribute the sum of \$300.00 per month, for a total of \$3,600.00 per year, to the City of Willcox as a utility contribution for use of the office property in City Hall, beginning July 1, 2012. The rent will be recalculated each year thereafter as ongoing costs change.

Thank you for your courtesy and consideration in this matter.

Yours very truly,

Patrick McCourt
City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2013-55

A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING AND ADOPTING THE FY 2013-2014 UTILITIES CONTRIBUTION AGREEMENT BETWEEN THE CITY OF WILLCOX, "CITY", AND THE SOUTHEASTERN ARIZONA COMMUNITY ACTION PROGRAM, INC., "SEACAP", AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND DECLARING AN EMERGENCY TO EXIST.

WHEREAS, the CITY and SEACAP wish to enter into a Utilities Contribution Agreement for FY 2013-2014 wherein SEACAP will pay a sum certain of \$300.00 per month as a contribution to the cost of utilities for the space at City Hall being used by the Agency; and,

WHEREAS, the City of Willcox, Cochise County, Arizona desires to have this Resolution presented at the July 1, 2013 Regular City Council meeting and has determined that approval of the Agreement is in the best interest of the CITY and its residents; and,

WHEREAS, it is necessary for the preservation of the peace, health, and safety of the City of Willcox, Cochise County, Arizona, that an emergency be declared to exist to assure timely execution of the Agreement for the effective date of July 1, 2013, and that this Resolution shall be effective immediately upon its passage and adoption.

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

SECTION 1: The Mayor and City Council hereby approve the continued use of space at City Hall by SEACAP for the FY 2013-2014; and,

SECTION 2: In exchange for such continued use of space at City Hall by SEACAP for the FY 2013-2014, SEACAP shall pay CITY at the rate of \$300.00 per month as the SEACAP Utilities Contribution Agreement, which the Mayor and City Council find is in the best interests of the residents of the City of Willcox; and,

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

SECTION 4: The Mayor is authorized and empowered to execute this Resolution for the purpose of approving the FY 2013-2014 Utilities Contribution Agreement and authorizing the Mayor or his designee to execute the Agreement on behalf of the CITY.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 1st day of July, 2013.

APPROVED/EXECUTED

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

SEACAP APPROVAL AND ACCEPTANCE:

Librado M. Ramirez, Executive Director

DATED:

RESOLUTION 2013-55



Schedule Info for 2013

Western Hospitality Dining and Dancing

Wednesday Oct. 2, 2013

7:00 pm – Wrestling Event

Quail Sports Park

Thursday Oct. 3, 2013

1:00 pm - Rex Allen Jr. and Queen Contestants at Willcox Elementary School.

2:30 pm - Rex Allen Jr. and Queens at Northern Cochise Community Hospital.

4:00 pm - Carnival at Keiller Park

6:00 pm – Cowboy Hall of Fame Reception and dinner at Willcox Community Center. For tickets call 800-200-2272.

Friday Oct. 4, 2013

8:00 am - Rex Allen Queen Contest Riding competition at the Rodeo Grounds.

8:00 am – Vendor Setup

Keiller Park

9:00 am – Rex Allen Golf Tournament sponsored by Southeaster Arizona Shiners at Twin Lakes Golf Club.

10:30 am to 1:00 pm - Queens Luncheon with modeling, speeches and interviews at the Race Track

4:00 pm - Carnival at Keiller Park. Includes food and shopping at Country Fair.

7:00 pm – Way Out West Concert

Willcox Community Center

7:00 pm – Football Game

Cowboy Stadium, Willcox High School

Saturday Oct. 5, 2013

ALL DAY - Carnival and Park activities at Keiller Park. Includes Mime, Parade awards, Turtle Race, AYSO Car Show, Rock Climbing, Old Time Fiddlers, Karaoke Contest, WHS Band and all kinds of races for kids 4 to 84.

7:00 am - Parade line-up begins at community center

8:00 am - Vender Setup Quail Sports Park

8:00 am - Rodeo Slack at the Rodeo Arena

10:00 am - Rex Allen Days Parade Theme: SILVER SCREEN HEROS

11:30 am Fun At Keiller Park begins with Ronald McDonald Magic Show, Parade awards, Aztec Dancers, Car Show ,Old Time Fiddlers, Cowboy Historians and James Reid Juggler Extraordinaire. These entertainers are Saturday only, so don't miss it.

12:00 pm - Concessions open at Quail Park Rodeo Arena by FFA.

12:30 pm - Pre Rodeo Activities at Quail Park Rodeo Arena, including Mutton Bustin', Stick Horse Race and Dummy Roping.

1:00 pm - Antique Tractor & Engine Show with Tractor Pulls, Kids games, Tractor fun games and concessions.

1:00 pm – 2:30 pm – Waddie Mitchell Concert with Jon Messenger Willcox Community Center

1:00 pm – 6:00 pm - Western Music entertainment on Railroad Avenue. Come see the Vendors.

2:00 pm - Rex Allen Days Rodeo performance at Quail Drive Rodeo Arena on Fort Grant Road. Starting with a Wild Horse Race. For tickets call 800-200-2272.

2:30 pm – Autograph Signing and Photo Op Rodney's on Railroad Avenue

3:30 pm – 6:00 pm – Jana Jae Concert Willcox Community Center

6:30 pm - Rex Allen Jr. Stage Shows featuring Johnny Western Willcox High School Auditorium

7:00 pm to 8:30 pm – Don Edwards Concert with Janice Deardorff Willcox Community Center

7:00 pm to 11:00 pm – Free Street Dance with the Rowdy Johnson Band Historic Railroad Avenue

Sunday Oct. 6, 2013

7:00 – 11:00 am - Willcox Rotary Club Breakfast at Quail Sports Park

8:00 am - Cowboy Church at Quail Sports Park

8:00 am - Antique Tractor Pull & Engine Show. Early morning Service (Gospel Music)

8:00 am – Rodeo Slack – Team Roping only. (No Charge to watch slack event)

9:00 am - Carnival at Keiller Park Country Fair open for shopping and breakfast.

11:00 am – Church Service at Keller Park.

11:00 am - 2:00 pm - Antique Tractor Pull & Engine Show with games.

12:00 pm – Carnival T Keller Park Opens and Live entertainment begins with Gospel Concert.

12:00 pm – 12:30 pm- Pre Rodeo Activities at Rodeo Arena.

1:00 pm – 5:00 pm - Folklorico and Mariachi on Railroad Avenue

2:00 pm – Rex Allen Days Rodeo & Coronation of the 2009 Rex Allen Days Rodeo Queen. For tickets call 800-200-2272.

2:30 pm – Sunday Closing Concert

Willcox High School Auditorium

Your Sponsorship Is Greatly Appreciated!



The Sponsorship Program for Rex Allen Days provides the opportunity to participate in a variety of levels, offering organizations and individuals the opportunity to purchase the recognition that best suits their budget and promotional needs. All sponsor levels are cash only participation and may be a cooperative partnership between no more than two organizations, each contributing an equal amount. Levels of general sponsorship are:

Platinum - \$10,000 Gold - \$5,000 Silver - \$2,500 Bronze - \$1,000
Cowboy - \$500 Wrangler - \$250 Tenderfoot - \$100

If you would like to make a donation, fill out the information below and return this form. If you have questions, call Jody Clement, RAD Treasurer (520 384-3210 or 520 507-2115) or Wayne Crane, RAD Sponsorship Chair (520 384-5510).

Note: Items other than cash may be requested/donated on an as-needed basis

Sponsor's Information—Please complete the following information request.

Organization/Business Name _____

Contact Person _____

Phone number _____ Fax number _____

Mailing address _____

City, State, Zip _____

Email address _____

Payment enclosed? Yes No Amount? _____

YES, I will sponsor the following level/event: *(Please circle the appropriate item.)*

PLATINUM GOLD SILVER BRONZE COWBOY WRANGLER TENDERFOOT
Rodeo event sponsor Rodeo event so-sponsor Pre-rodeo Saddle Parade Queen

If event, which particular event? _____

Specific requests will be honored in the order received

Return this completed Sponsorship Registration Form

by mail to Jody Clement, Treasurer or FAX to Wayne E. Crane, Sponsorship Chairman
Rex Allen Days, Inc. (520) 384-5223
P.O. Box 429
Willcox, AZ 85644

PROMOTIONAL BENEFITS

PLATINUM SPONSOR - \$10,000*

- ~ All the Gold Level Signs of Appreciation, plus
- ~ may have sponsor supplied banners hung at all of the weekend's activities*
- ~ Your general & grandstand rodeo tickets are exchanged for ten (10) reserved box seats
- ~ One (1) additional ticket to Queens' Luncheon (2 total)
- ~ Your Program ad becomes a full page, in full color

GOLD SPONSOR - \$5,000*

- ~ All the Silver Level Signs of Appreciation, plus
- ~ Grand Entry Flag at rodeo arena and one banner hung at your choice of events
- ~ Your one (1) free ad increases to full page (b/w) in Rex Allen Days Program (*may upgrade to color for fee*)
- ~ One (1) free ticket to Rodeo Queens' Luncheon

SILVER SPONSOR - \$2,500*

- ~ All the Bronze Level Signs of Appreciation, plus
- ~ included in all advertising (print and radio)
- ~ Your one (1) free ad increases to half page (b/w) in Program
- ~ One (1) additional free grandstand ticket at the rodeo (2 general + 3 grandstand total)

BRONZE SPONSOR - \$1,000*

- ~ All the Cowboy Level Signs of Appreciation, plus
- ~ recognized in all print advertising
- ~ One (1) free quarter page b/w ad in Souvenir Program
- ~ Two (2) free grandstand tickets to rodeo (2 gen + 2 GS total)

COWBOY SPONSOR - \$500*

- ~ All the Wrangler Level Signs of Appreciation, plus
- ~ One (1) free entry into the parade**

WRANGLER SPONSOR - \$250*

- ~ All the Tenderfoot Level Signs of Appreciation, plus
- ~ 2 free general admission tickets at the rodeo

TENDERFOOT SPONSOR - \$100*

- ~ Listed on the sponsor page at www.rexalendays.org
- ~ Listing in Rex Allen Days Program as Sponsor
- ~ One year membership to Rex Allen Days, Inc.

Please Note: Rex Allen Days Program advertising deadline is June 30, 2013 - don't delay

If we do not receive your sponsorship donation form by this deadline of June 30 (with or without payment) You may not receive your FREE ad in the 2013 Program or any other compensation.

Please Also Note: Parade Entries are transferrable

PARADE - SOLE SPONSOR - \$1,000*

- ~ The Sponsor will be included in all Parade press releases
- ~ Announcements made during the Parade from Announcer Booth
- ~ You will receive a quarter page (b/w) ad in the souvenir Program
- ~ The Sponsor will be included on sponsor page in the Program
- ~ One free year membership to Rex Allen Days, Inc.

PRE-RODEO - SOLE SPONSOR - \$1,000*

- ~ The Sponsor will be included in all Pre-Rodeo press releases
- ~ The Sponsor will be announced during all Pre-Rodeo Events
- ~ The Sponsor will receive a quarter page (b/w) ad in Program
- ~ The Sponsor will be included on sponsor page in Program
- ~ Pre-Rodeo Sponsor Flag in Grand Entry
- ~ One free year membership to Rex Allen Days, Inc.

SADDLE RAFFLE - SOLE SPONSOR - \$1,200*

- ~ The Sponsor will be included in all Saddle Raffle press releases and on all Saddle Raffle posters
- ~ Announced during each mention of Saddle Raffle at the Rodeo and at drawing time
- ~ The Sponsor will receive a quarter page (b/w) ad in Program
- ~ The Sponsor will be included on sponsor page in Program
- ~ And receive a free year membership to Rex Allen Days, Inc.

REX ALLEN DAYS RODEO QUEEN SPONSOR - \$2,500*

- ~ The Sponsor will be included in all Queen Contest advertising and press releases
- ~ The Sponsor to receive a half page (b/w) ad in souvenir Program
- ~ The Sponsor will be included on sponsor page in Program
- ~ The Sponsor to receive two (2) free tickets to Queens' Luncheon
- ~ The Sponsor will receive two (2) free grandstand tickets to rodeo
- ~ The Sponsor may hang banner at Queens Luncheon*
- ~ The Sponsor will have Queen Sponsor Flag run in Grand Entry
- ~ And will receive a free year membership to Rex Allen Days, Inc.

*For all sponsorships placed and paid for prior to May 3, 2013, the sponsoring individual, organization or business will be entered in a drawing for two tickets to the CMA Music Festival. These are 4-day tickets with access to the all-star nightly concerts at LP Field, plus multiple daytime stages and activities. This is the **ULTIMATE COUNTRY MUSIC FAN EXPERIENCE** in the heart of Downtown Nashville! The 2013 Fest runs June 6-9. Details can be found at www.cmaf.com.

(Sponsors will be entered one time for every \$100 contributed. For example a COWBOY SPONSOR would have five entries, a SILVER SPONSOR would have 25, a TENDERFOOT SPONSOR would have one.)



REX
ALLEN
DAYS

WAY OUT WEST

Friday October 4th at 7PM
Willcox Community Center
tickets \$10

www.rexallendays.org

REX

ALLEN
DAYS

2013
Presents

Waddie Mitchell

IN
CONCERT!



With
Jon Messenger

Saturday October 5th at 1PM

www.rexallendays.org

We thank you Willcox!

Historic Railroad Avenue

Street Dance

FREE! All ages!

Saturday, October 5th 7PM



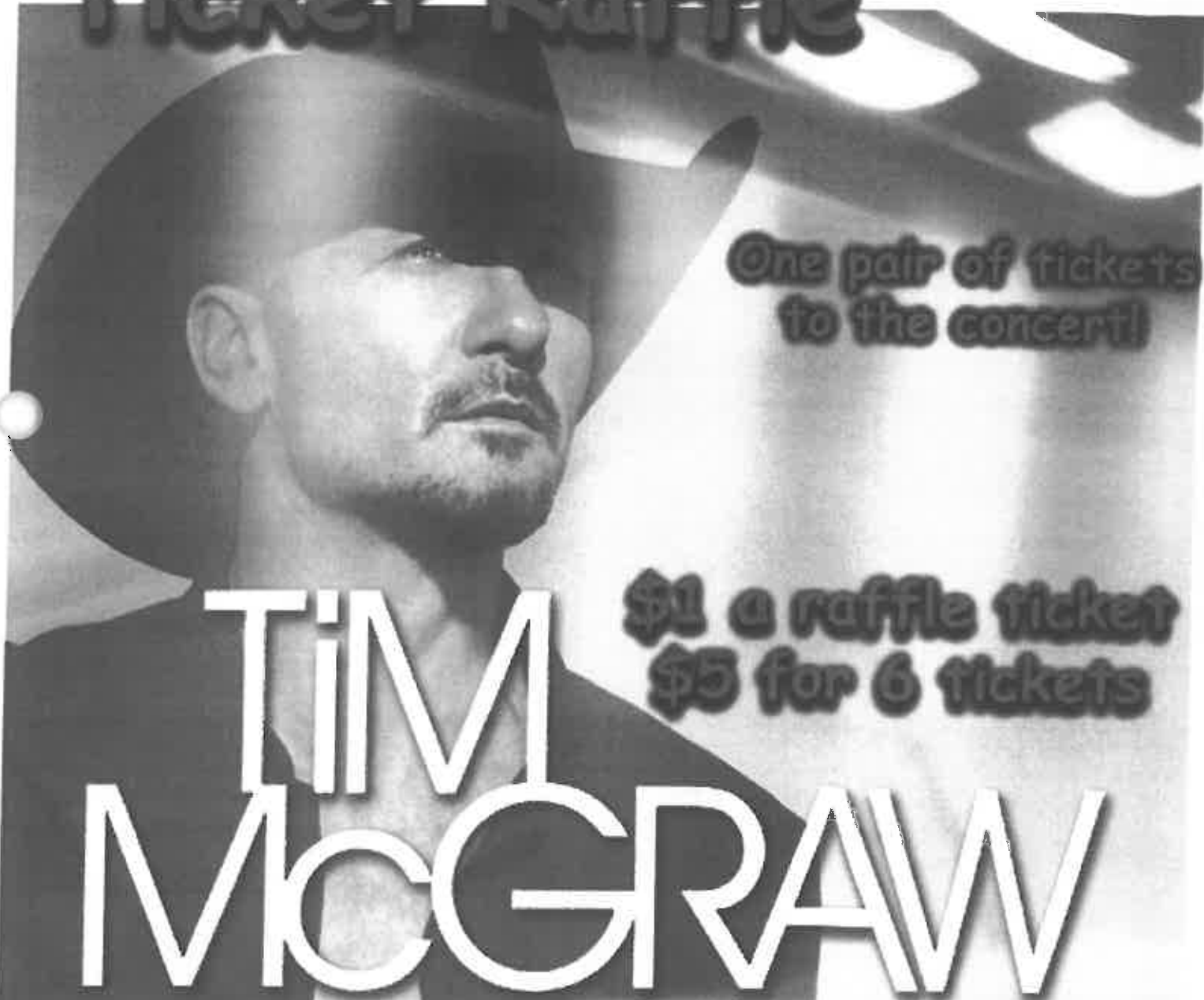
Stars of
THE REAL LIFE
Country Music Entertainer





DC Cross Mercantile, Maid Rite Feeds, Arizona Range News, Clothesline Laundry
 For tickets go to: www.rexallendays.org For tickets go to: www.rexallendays.org

Ticket Raffle



One pair of tickets
to the concert!

\$1 a raffle ticket
\$5 for 6 tickets

TIM MCGRAW

For tickets go to: www.rexallendays.org

SALT RIVER FIELDS - AUGUST 10

Drawing held noon, July 31st

at The Break Shoppe!



TIMMCGRAW.com



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REX ALLEN DAYS 2013

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DON EDWARDS

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WAY OUT WEST

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JON MESSENGER



Walmart
Save money. Live better.

Presents

Don Edwards
IN
CONCERT!



With

Janice Deardorff

Saturday October 5th at 7PM!

Willcox Community Center

Tickets on sale at:
**Maid Rite Foods, DC Cross Mercantile, The Break Shoppee,
Clothesline Laundry, SSVEC, Orlando's**

www.rexallendays.org



REX
ALLEN
DAYS

PRESENTS

DESERT DESTRUCTION 2013

**CHAMPIONSHIP
WRESTLING
ARIZONA**



Ted Dibiase



Wednesday, October 2, 2013 at 7PM!

Quail Drive Sports Park, Willcox AZ

**Tickets on sale now
rexallendays.org**



Brett Dibiase

REX

ALLEN
DAYS

2013
Presents



Saturday October 5th at 3PM!
Willcox Community Center
tickets available at
www.rexallendays.org



62nd



REX ALLEN DAYS RODEO
October 5th & 6th, 2013



GARY CLEMENT MEMORIAL RODEO



GOLDEN WEST COWGIRLS DRILL TEAM

Stack Contractor
Slash M / Scott McDaniels

RODEO ANNOUNCER
JAMES HORCASITAS

Pre Sale Prices

General Admission Tickets - \$10.00

Children 6-12 years - \$5.00

Box Seating Tickets - \$15.00 - Right on the Arena fence - these go fast so get yours now!
Children ages 5 and under will be admitted free of charge!

Day of the Event Prices

General Admission Tickets - \$12.00

Children 6-12 years - \$7.00

Box Seating Tickets - \$17.00 - Right on the Arena fence!
Children ages 5 and under will be admitted free of charge!

Call 520-384-2272 or 1-800-200-2272 or www.rexalendays.org

Sponsored by: SSVEC, Maid Rite Feeds, DC Cross
FOR THOSE THAT RODE BEFORE US

