

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 20TH DAY OF FEBRUARY, 2014**

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

ROLL CALL - City Clerk Virginia A. Mefford called the roll.

PRESENT

Mayor Robert A. Irvin
Vice Mayor Bill Holloway
Councilman Elwood A. Johnson
Councilman Gerald W. Lindsey
Councilwoman Monika Cronberg
Councilman Earl Goolsby
Councilman William "Bill" Nigh

STAFF

City Manager Ted Soltis
City Clerk Virginia Mefford
City Attorney Ann P. Roberts
Finance Director Ruth Graham
Interim Police Chief Glenn Childers
Public Services & Works Director John Bowen
Library Director Tom Miner
Development Services Jeff Stoddard

PLEDGE OF ALLEGIANCE TO THE FLAG - Led by Mayor Irvin

CALL TO THE PUBLIC – Alan Baker invited Council and staff to the Verizon Grand Opening to be held on Thursday at 4:00 pm.

DECLARATION ON CONFLICT OF INTEREST - None

ADOPTION OF THE AGENDA

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

SECONDED: Councilmember Johnson

MOTION CARRIED

APPROVAL OF MINUTES OF THE REGULAR MEETING OF JANUARY 21, 2013.

MOTION: Councilmember Cronberg made a motion to approve the minutes.

SECONDED: Councilmember Goolsby

MOTION CARRIED

**ORDINANCE NS317 - AMENDING THE CITY CODE, TITLE 3, CHAPTER 2, "CITY TAX CODE",
SECTION 3-2-1, "CODE ADOPTED" AND TITLE 3, CHAPTER 3, "TRANSIENT OCCUPANCY TAX"**

MOTION: Vice Mayor Holloway made a motion to approve Ordinance NS 317 as presented.

SECONDED: Councilmember Cronberg

DISCUSSION: Councilmember Lindsey asked what Transient Occupancy Tax is. Ms. Graham explained it is a tax on rentals of less than 30 days.

MOTION CARRIED

DIRECTOR OF PUBLIC SAFETY APPOINTMENT

City Manager Ted Soltis announced his appointment of Glenn Childers to the permanent position of Director of Public Safety. City Manager Soltis gave a brief review of Mr. Childers' history working for the City's police department. He began in 1993 as a dispatcher and has worked his way up to the position of Director of Public Safety. He noted that Mr. Childers has been doing a wonderful job as Interim Director of Public Safety and he has received many compliments from his staff, directors and the public.

Mr. Childers announced he would accept his appointment and thanked everyone. He stated that it is tradition when an officer receives his badge that they choose who presents it to them. It is usually someone who means a great deal to them. He chose Mrs. Childers to present the badge.

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CITY MANAGER REPORTS

- He attended the Arizona City County Management Association (ACMA) 2014 Winter Conference in Sedona.
- He stated the Veteran's Memorial has been upgraded; two benches have been added. He thanked staff for doing a great job, Connie Dunham for writing the grant, and the Railroad for providing funds.
- He gave an update on the City Code Book recodification.
- He had Mr. Bowen give a brief update on Phase IV of the Community Center renovations.
- He attended a SEAGO meeting.
- He and staff are working on the budget. He noted that although revenues are down he was confident that the budget would be balanced.

COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS

Councilman Goolsby congratulated Mr. Childers and is very proud of him.

Councilwoman Cronberg congratulated Mr. Childers for taking on this position.

She allowed the FFA to use her time to comment. Ms. Kristin a FFA officer gave a brief rundown on the events that are happening during FFA Week, and thanked Council for their support.

Vice Mayor Holloway noted the work being done on the budget and mentioned that revenues are down, meaning we will have to do more with less. He announced his house is for sale, and that he may purchase another house in town.

Councilman Nigh congratulated Mr. Childers and noted the City needs someone of his quality.

Councilman Johnson gave a brief story about Chief Childers and congratulated him.

Councilman Lindsey also shared a brief story about Chief Childers and noted he is happy to have him on board.

Mayor Irvin congratulated Chief Childers.

ADJOURN Being no further business before the Mayor and Council, the meeting was adjourned at 6:44 pm by Mayor Irvin.

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the City Council of the City of Willcox held on the 20TH day of February 2014. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 20th day of February 2014



Virginia A. Mefford, City Clerk

PASSED, APPROVED AND ADOPTED this 6th day of March 2014.

MAYOR ROBERT A IRVIN

ATTEST:

Date signed: _____

City Clerk Virginia A. Mefford

CITY OF WILLCOX
Request for Council Action

Agenda Item: _____

Tab Number: _____

Date: 3-6-2014

Date Submitted:

March 6, 2014

Date Requested:

February 20, 2014

Action:

Resolution

Ordinance

Formal

Other

Subject: Waiving fees
for the Willcox Junior
Rodeo Committee

To: Honorable Mayor and City Council

From: John Bowen, Director of Public Services & Works

Discussion: The Willcox Junior Rodeo Committee is planning on hosting a rodeo for the Arizona Junior High and High School Rodeo Association, from Friday April 18, 2014 through Sunday April 20, 2014 from 6:00 a.m. until 6:30 p.m. This event will be held at the Quail Park rodeo grounds and the rodeo is free to the public. There are several youth in the Willcox community that are members of this association and are excited to have a rodeo in their hometown.

The Willcox Junior Rodeo Committee is requesting to have all fees waived for this event.

Recommendation: Mayor and Council grant permission and waive the fees for this event.

Fiscal Impact: \$575.00

Prepared By: _____

Kate Schwartz
Kate Schwartz, Public Services and Works

Approved By: _____

John Bowen
John Bowen, Public Services and Works Director

Approved By: _____

Ted Soltis
Ted Soltis, City Manager

Request to Waive Fees

Name: Amy Sanborn

Organization: Willcox AZ Jr. High/High school Rodeo Committee

Address: P.O. Box 762 Willcox, AZ 85644

Phone: 480-244-8414 E-mail address: afsanborn@yahoo.com

Name of Event: Arizona Jr. High/High School Rodeo

Day of Event: April ~~19-21, 2013~~
18-20 2014

Reason for waiver of fees:

The Willcox Junior rodeo Committee simply wants to host a rodeo for the Arizona Junior High/High school rodeo association, where its members compete for points through-out the year in hopes of making it to the National Finals. There are several youth in our community that are members of this association and are excited to have a rodeo in their hometown. Over 200 members and their families will be coming to Willcox for the entire weekend, most of them arriving Friday night. The rodeo will be free to the public to come and watch.

Amy Sanborn
Signature of Requestor

2/18/14
Date

**CITY OF WILLCOX, COCHISE COUNTY, ARIZONA
Facilities Use Agreement**

This Agreement made this _____ day of _____, 20____
between Willcox Jr. Rodeo Committee ("PARTICIPANT") and
the City of Willcox through the City Public Works Department ("CITY") for the use of the
City owned facilities by a private organization.

ARTICLE I --- TERM OF AGREEMENT:

The term of this agreement shall be April 18th, 2014, through
April 20th 2014, unless earlier terminated by either party.

Please note starting time and ending time TO INCLUDE set up and tear down.

6:00 am 4/18 6:00 pm 4/20
start time end time

Notice of termination shall be provided at least ninety (90) days prior to the effective
termination date.

ARTICLE II --- CITY OWNED FACILITIES:

This agreement shall be for the use of Quail park Arena
(facility and area/s)

to be used for Rodeo
(type of event)

to be used by Az Jr Hi / High School Rodeo Assoc.
(example: public, family, friends)

PARTICIPANT wishes to use certain City owned facilities and the CITY is willing to permit
the PARTICIPANT the primary use of the facilities under the conditions indicated in this
Agreement and any Exhibit attached hereto during the term of this Agreement.

CITY agrees that it will perform the duties as outlined in Attachment "A".

PARTICIPANT agrees it will perform the duties as outlined in Attachment(s) "B".

PARTICIPANT agrees to pay the fees as are listed on Attachment "C".

ARTICLE III --- INDEMNIFICATION AND INSURANCE

PARTICIPANT agrees to secure liability Insurance ten (10) days prior to the event to
cover the term of this agreement in not less than the amount of one million dollars
(\$1,000,000.00) which names the City as additionally insured and including required
endorsement.

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

The PARTICIPANT agrees to hold harmless the City, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expenses arising from PARTICIPANT performance pursuant to this Agreement. The PARTICIPANT shall provide the CITY with current insurance certificates or the evidence of coverage as appropriate.

The CITY agrees to hold harmless the PARTICIPANT, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expense arising from the CITY performance pursuant to this Agreement.

ARTICLE IV --- MISC. PROVISIONS:

CANCELLATION FOR CONFLICT OF INTEREST

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

NONASSIGNABILITY

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

RIGHTS/OBLIGATIONS OF PARTIES ONLY

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

NOTICE REQUIREMENTS

All notices, requests for payment, or other correspondence between the parties regarding this Agreement shall be mailed or delivered to the respective party as follows:

If to the CITY: City of Willcox, Public Services and Works
250 N. Railroad Avenue
Willcox, Arizona 85643

If to the PARTICIPANT:

Name: Amy Sanborn

E-Mail Address: atsanborn@yahoo.com

Organization: Willcox Jr. Rodeo

Contact Phone Number(s): (480) 244-8414 ()

Mailing Address: PO Box 702 Willcox AZ 85644
City State Zip Code

SEVERABILITY

Each provision of this Agreement stands alone and, if any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of the provision and of the entire Agreement will be severable and remains in effect.

ENTIRE AGREEMENT

This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended or extended only by a written amendment approved by the parties.

GOVERNING LAW

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate, by reference, all laws governing mandatory contract provisions required by statute or executive order.

IN WITNESS WHEREOF, the Parties hereby enter into this Agreement as of the day and year written above.

CITY OF WILCOX, COCHISE COUNTY, ARIZONA


Signature

2-19-14
Date

Oscar Hudson
Printed Name

Facilities & Parks Supervisor
Title

PARTICIPANT


Signature

1/9/13
Date

Amy Sanborn
Printed Name

member
Title

Attachment "B"
Quail Sports Park Checklist

The Participant agrees to perform the following tasks:

<p>General</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Obtain appropriate keys one business day prior to the event, by 3:30PM.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Return keys within two (2) business days of event conclusion.</p> <p><input type="checkbox"/> <input type="checkbox"/> Learn how to use ball field lights.</p> <p><input type="checkbox"/> <input type="checkbox"/> Learn how to use infield irrigation.</p> <p>Prepare Ball Fields</p> <p><input type="checkbox"/> <input type="checkbox"/> Place Chalk Lines</p> <p><input type="checkbox"/> <input type="checkbox"/> Verify Base Placement</p> <p>Prepare Arena(s)</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Water Arenas</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Prepare Ground in Arena(s) for Event.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Place Anchors for Barrels Race</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Erect Additional Panels for Stock</p> <p>Vendor(s)</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Request to waive requirement for all vendors to have individual permits.</p>	<p>Cleaning</p> <p>Cleaning consists of removing all litter, sweeping and mopping the concession stand and tying up garbage bags and placing them in the dumpster. All areas should be left in the same or better condition as received.</p> <p><input type="checkbox"/> <input type="checkbox"/> Clean Restrooms</p> <p><input type="checkbox"/> <input type="checkbox"/> Clean Dugouts</p> <p><input type="checkbox"/> <input type="checkbox"/> Fill in holes in batter's box</p> <p><input type="checkbox"/> <input type="checkbox"/> Fill in holes at all bases</p> <p><input type="checkbox"/> <input type="checkbox"/> Fill in holes in front of pitcher's mound</p> <p><input type="checkbox"/> <input type="checkbox"/> Clean Ball field Concession</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Clean Rodeo Concession</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Clean South Booth</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Clean Announcer Stand</p> <p><input type="checkbox"/> <input type="checkbox"/> Clean Ticket Booth - N/A</p> <p>If Serving Alcohol - N/A</p> <p><input type="checkbox"/> <input type="checkbox"/> Obtain Special Event Liquor License with the Arizona Department of Liquor.</p> <p><input type="checkbox"/> <input type="checkbox"/> Provide Liquor Liability Insurance in the amount of \$1,000,000 naming the City of Willcox as additionally insured.</p> <p><input type="checkbox"/> <input type="checkbox"/> Provide Security approved by Willcox Public Safety Department.</p>
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- Participant is responsible for notifying Parks & Facilities Maintenance of items that need special attention or repair.
- All equipment or personal items belonging to the "Participant" shall be removed by 8:00 a.m. on the day following the event.
- Premises shall be left clean and in good repair or deposit will be surrendered. Others charges may be assessed if significant damage occurs.
- City of Willcox officials reserve the right to enter / inspect the premises during the event.
- The "Participant" is responsible for establishing control of the area(s) requested for use. The City of Willcox is not responsible for loss due to acts of God or vandalism or by actions of others not affiliated with the City of Willcox.

Contact information:

Public Services & Works -----766-4213
 Facilities & Park Maintenance-----507-0442
 On-call -----766-2201

Attachment "C"
Quail Sports Park Rodeo Fee Schedule

Deposit and Rental Fees

All Deposits, Fees, Proof of Insurance & Special Permits or Licenses must be tendered 10 days prior to event date in order to finalize scheduling details.

	Fee Description	Fee Amount	Number of Days	Subtotal	Cash Rec'd.	Check#	Rept. #
X	Reservation Deposit	\$50.00		\$50.00			
✓	Rodeo Main Arena	\$100.00		300			
	Bull Riding Main Arena	\$100.00					
	Roping Main Arena	\$100.00					
	Barrel Race Main Arena	\$50.00					
	Gym-Kana Main Arena	\$50.00					
	Horse Show Main Arena	\$50.00					
	Play Day Main Arena	\$50.00					
X	Roping Warm-up Arena						
	Barrel Race Warm-up Arena						
	Horse Show Warm-up Arena						
	Play Day Warm-up Arena						
X	Concession Stand	\$50.00		150			
X	Main Arena Lights	\$25.00		75			
	Total Fees Due			575.00			

Request to waive fees through City Council. Please attach event details.

- The City of Willcox reserves the right to refuse reservations.
- Must be at least 21 years of age to reserve facilities.
- Participant may reserve one (1) day prior to the event to set up for event without additional charge for the day providing another event is not already scheduled.
- Under normal circumstances; fees and certificate of insurance must be remitted ten (10) days prior to the scheduled use.
- All fees must be paid prior to the issuance of keys.
- Cancellation of reservation within five (5) days of the activity will result in surrender of \$50.00 deposit and ½ of rental fees.
- Returned checks are subject to a twenty-five dollar (\$25.00) fee.

Condition Verification

I have inspected the condition of the facilities specified under this agreement and have found them to be in _____ Satisfactory _____ Unsatisfactory condition.

I recommend that _____ All _____ None _____ Other _____ of the deposit be returned.

_____ Significant damage has occurred directly related to this event.

_____ Damages are estimated to cost _____ which must be remitted within five (5) days.

 City of Willcox Representative Signature

 Date

