

CITY OF WILLCOX MAYOR AND CITY COUNCIL AGENDA

A REGULAR MEETING OF THE MAYOR AND CITY COUNCIL
OF WILLCOX, ARIZONA
WILL BE HELD ON OCTOBER 21, 2013, AT 7:00 P.M.
AT THE CITY COUNCIL CHAMBERS,
300 W. REX ALLEN DRIVE, WILLCOX, ARIZONA

Resolution No. 2013-70
Ordinance NS 316

NOTICE TO PARENTS: Valley Telecom Group records all Willcox City Council meetings. These recordings may be played and replayed on Valley Telecom Cable Channel 1. If you permit your child to participate in the Council Meeting, a recording will be made of your child's participation. If your child is seated in the audience, he or she may be recorded. If you desire, you may request that your child be seated in a designated area to avoid recording. To do so, please submit your request to the City Clerk prior to the meeting. Arizona Revised Statutes §1-602(A) (9)

AGENDA

The council may discuss, consider and take possible action pertaining to the following:

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE TO THE FLAG**
- 4. CALL TO THE PUBLIC**

Call to the Public agenda items are provided as a courtesy to allow citizens an opportunity to voice any concerns or opinions they may have regarding the City of Willcox or other matters properly addressed to the Mayor and City Council. Those wishing to address the Council are required to register by completing an individual speaker's form and filing it with the Clerk before the meeting. The speaker must be recognized by the Mayor before speaking. Time permitting, each presentation will be given approximately three (3) minutes. Organizations may be limited to one (1) speaker. In accordance with Arizona law, citizens need to understand that the City Council is not permitted to respond directly to the citizen speaking on any issues of concern during these agenda items and as a result, action on such matters will be limited to directing staff or rescheduling the matter for further consideration at a later date.

5. DECLARATION ON CONFLICT OF INTEREST

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

6. ADOPTION OF THE AGENDA

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

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

7. APPROVAL OF MINUTES OF THE REGULAR MEETING OF OCTOBER 7, 2013. Tab 1
8. 4-H AND FFA CLUBS ARE REQUESTING THE FEES WAIVED AT QUAIL PARK FOR A GYMKHANA, AS PART OF THE COCHISE COUNTY FAIR, ON THE FOLLOWING DATES: NOVEMBER 23, 2013, JANUARY 25, 2014, MARCH 8, 2014 AND MAY 17, 2014. Tab 2
9. STREET CLOSURE FOR VETERANS DAY PARADE, RAILROAD AVENUE FROM FREMONT TO MALEY ON NOVEMBER 11, 2013 FROM 8:00 A.M. UNTIL NOON. Tab 3
10. RESOLUTION NO. 2013-68 APPROVING RELEASE OF LIABILITY FROM CALIFORNIA BANK AND TRUST REGARDING DEMOLITION OF THE DESERT INN MOTEL LOCATED AT 704 SOUTH HASKELL AVENUE, WILLCOX, ARIZONA. Tab 4
11. RESOLUTION NO. 2013-69 APPROVING THE RELEASE OF LIABILITY FROM KRISHNA PAL SINGH AND URMILA SINGH, OWNER/TRUSTOR, REGARDING DEMOLITION OF THE DESERT INN MOTEL LOCATED AT 704 SOUTH HASKELL AVENUE, WILLCOX, ARIZONA. Tab 5
12. CITY MANAGER REPORTS
13. COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS
14. ADJOURN

Posted this 17th day of October, 2013

/s/Virginia A. Mefford
Virginia A. Mefford, City Clerk

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

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

THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ HELD ON THIS 7th DAY OF OCTOBER, 2013

CALL TO ORDER - Mayor Bob Irvin called the Regular Meeting to order on Monday, October 7, 2013 at 7:00 p.m. and welcomed everyone in attendance.

ROLL CALL- City Clerk Virginia Mefford, called the roll:

PRESENT

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

STAFF

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

PLEDGE OF ALLEGIANCE TO THE FLAG was led by Mayor Irvin

PROCLAMATION –Mayor Irvin read a proclamation declaring October 6-12, 2013 as "Fire Prevention Week" and October 6, 2013 as "Firefighters Recognition Day."

CALL TO THE PUBLIC – Rob Jones commented on the fine job the City of Willcox did in cleaning up for Rex Allen Days : Kudos to all of you." He also noted that WASA will be having "Trunk for Treats" to make it safer for children to get candy during Halloween.

DECLARATION ON CONFLICT OF INTEREST - None declared by Council or Staff.

ADOPTION OF THE AGENDA

MOTION: Councilmember Cronberg moved to approve the adoption of the agenda as presented.
SECONDED: Vice Mayor Holloway **CARRIED**

APPROVAL OF MINUTES OF THE SPECIAL MEETING OF October 7, 2013

MOTION: Vice Mayor Holloway moved to approve minutes of the Special Meeting of September 03, 2013.
SECONDED: Councilmember Cronberg **CARRIED**

RESOLUTION NO. 2013-67 REGARDING APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WILLCOX AND THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE RESTORATION AND REHABILITATION OF ROADWAY IMPROVEMENTS ON STATE ROUTE 186

MOTION: Councilmember Cronberg moved to approve Resolution No. 2013-67.
SECONDED: Vice Mayor Holloway

DISCUSSION: Mr. Bowen gave a brief explanation. The ramps on the corner of Maley and Haskell will be replaced. In addition, on the corner of Railroad Avenue and Maley Avenue ADOT will put in modified ADA ramps to help protect pedestrians from vehicles making turns at any of the four corners. Councilmember Cronberg asked if they will put up streets signs to say Haskell and Maley. Mr. Bowen will look into that.
CARRIED

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 7th DAY OF OCTOBER, 2013**

CITY MANAGER REPORT

He thanked staff for clean-up day; six tons of trash was collected.
He mentioned the many compliments he received on how well staff and Rex Allen Days came together and helped each other.
He is happy to have been asked to be on the Airport Technical Advisory Committee to update the 20-year master plan.
He is the City's representative on the Library Strategic Planning Committee.
He enjoyed the Mayor/Manager Meeting in Tombstone he attended with the Mayor and Councilmember Lindsey.
He attended the Arizona State Retirement System (ASRS) training in Safford.
He attended the ribbon cutting at the Cochise County fair. He and his wife enjoyed this very much.
He attended a Meet the City Manager at the Police Department.
Update on the Golf Course - The golf course manager has returned to teaching and has offered four options for the course. Staff is currently doing some research and will provide a recommendation to council.
The library has received five IPADS through a grant from Arizona State Library. This is for "Move on When Reading" program, to improve "at risk" third grade students oral language and early literacy skills.
He announced an opening on the Parks and Recreation Advisory Committee due to the resignation of Angela Fuentes; He thanked her for her service.
The Fire Department will have an open house on October 12 from 9:00 am to 1:00 pm. Mr. Childers gave a brief rundown on the open house activities.

COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS

Councilmember Goolsby wanted to echo Mr. Soltis comments regarding Rex Allen Days. He felt genuine sincerity and gave kudos to everyone's participation.
Councilmember Cronberg stated everything looked great including the golf course. Councilmember Nigh stated we have a City Manager who is doing a great job.
Councilmember Lindsey stated what a great job everyone put into Rex Allen Days and stated we all need to pull together to continue to make this work. The weather was good and it was a great program/weekend.
Mayor Irvin stated the only negative comment he received was the concern over the hazard associated with throwing candy during the parade and maybe we need to address this in the future.

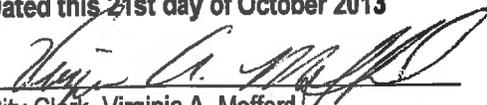
ADJOURN

Being no further business before the Mayor and Council the meeting was adjourned at 7:26 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 16th day of September, 2013. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 21st day of October 2013



City Clerk, Virginia A. Mefford

PASSED, APPROVED AND ADOPTED this 21st day of October, 2013.

MAYOR ROBERT A IRVIN

Date signed: _____

ATTEST:

City Clerk Virginia A. Mefford

CITY OF WILLCOX
Request for Council Action

Agenda Item: 8
Tab Number: 2
Date: 10-21-2013

Date Submitted:
October 15, 2013
Date Requested:
October 21, 2013

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject:
Waiving fees for The
Willcox Jr. Rodeo
Association.

To: Honorable Mayor and City Council

From: Willcox Jr. Rodeo Association, Shelly Michaels

Discussion: The Willcox Junior Rodeo Association is planning on holding a rodeo at Quail Park from 6:00 am until 6:00 pm on the following dates: November 23, 2013, January 25, 2014, March 08 and May 17, 2014. This event is free to the public, is non-profit and all services are on a volunteer basis. Following these events clean-up will be provided.

Recommendation: Mayor and Council grant permission for the waiver of fees.

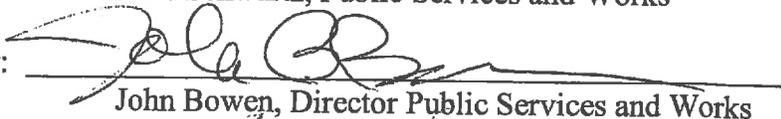
Fiscal Impact: \$0.00

Prepared By:



Kate Schwartz, Public Services and Works

Approved By:



John Bowen, Director Public Services and Works

Approved By:



Ted Soltis, City Manager

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: P. Gary A. Adams

E-Mail Address: C.G.adams@VTC.NET

Organization: Willcox Ski Riders Association

Contact Phone Number(s): ⁵²⁰ ~~(520)~~ 507-1626 ⁵²⁰ ~~(520)~~ 507-0491

Mailing Address: 2009 W. Airport Rd - Willcox AZ 85643
City State Zip Code

Attachment "A" Quail Sports Park

The City of Willcox Facilities & Maintenance section of Public Services & Works will perform the following:

<p>Field # 1</p> <p><input type="checkbox"/> <input type="checkbox"/> Drag and Dress</p> <p><input type="checkbox"/> <input type="checkbox"/> Set Bases at _____</p> <p><input type="checkbox"/> <input type="checkbox"/> Set Pitcher's plate at _____</p> <p><input type="checkbox"/> <input type="checkbox"/> Construct pitcher's mound with the following specification: _____ _____</p> <p><input type="checkbox"/> <input type="checkbox"/> Discontinue Irrigation on _____</p> <p>Field # 2</p> <p><input type="checkbox"/> <input type="checkbox"/> Drag and Dress</p> <p><input type="checkbox"/> <input type="checkbox"/> Set Bases at _____</p> <p><input type="checkbox"/> <input type="checkbox"/> Set Pitcher's plate at _____</p> <p><input type="checkbox"/> <input type="checkbox"/> Construct pitcher's mound with the following specification: _____ _____</p> <p><input type="checkbox"/> <input type="checkbox"/> Discontinue Irrigation on _____</p>

<p>Field #1 & #2</p> <p><input type="checkbox"/> <input type="checkbox"/> Provide Key AL2, Concession Stand</p> <p><input type="checkbox"/> <input type="checkbox"/> Provide Key AL1, Restrooms</p> <p><input type="checkbox"/> <input type="checkbox"/> Provide Key _____, Padlock</p> <p>Rodeo</p> <p><input type="checkbox"/> <input type="checkbox"/> Provide Key AL4, Concession Stand</p> <p><input type="checkbox"/> <input type="checkbox"/> Provide Key AL5, Restrooms</p> <p><input type="checkbox"/> <input type="checkbox"/> Provide Key IDCO "0", Arena Lights</p> <p><input type="checkbox"/> <input type="checkbox"/> Review Operation of Lights</p> <p><input type="checkbox"/> <input type="checkbox"/> Provide Key Ace KW1, Ticket Booth</p> <p><input type="checkbox"/> <input type="checkbox"/> Provide Key AL7 & Kwikset 5, Announcer Stand</p> <p><input type="checkbox"/> <input type="checkbox"/> Provide Key Kwikset & AL6, South Booth</p>
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Unless otherwise specified trash cans are emptied, restrooms are cleaned and restocked on a daily basis during weekdays.

Arrangements for additional tasks may be requested by speaking with the Facilities and Maintenance Supervisor or the Public Services & Works Director.

Special Arrangements:

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.

SEVERABILITY

Each provision of this Agreement stands alone and, if any provision of this Agreement 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 WILLCOX, COCHISE COUNTY, ARIZONA



Signature

9-16-13

Date

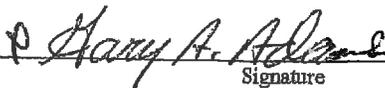
Oscar Hudson

Printed Name

Facilities & Parks Supervisor

Title

PARTICIPANT



Signature

Date

Printed Name

Title

Attachment "B"
Quail Sports Park Checklist

The Participant agrees to perform the following tasks:

<p>General</p> <ul style="list-style-type: none"> <input type="checkbox"/> <input type="checkbox"/> Obtain appropriate keys one business day prior to the event, by 3:30PM. <input type="checkbox"/> <input type="checkbox"/> Return keys within two (2) business days of event conclusion. <input type="checkbox"/> <input type="checkbox"/> Learn how to use ball field lights. <input type="checkbox"/> <input type="checkbox"/> Learn how to use infield irrigation. <p>Prepare Ball Fields</p> <ul style="list-style-type: none"> <input type="checkbox"/> <input type="checkbox"/> Place Chalk Lines <input type="checkbox"/> <input type="checkbox"/> Verify Base Placement <p>Prepare Arena(s)</p> <ul style="list-style-type: none"> <input type="checkbox"/> <input type="checkbox"/> Water Arenas <input type="checkbox"/> <input type="checkbox"/> Prepare Ground in Arena(s) for Event. <input type="checkbox"/> <input type="checkbox"/> Place Anchors for Barrels Race <input type="checkbox"/> <input type="checkbox"/> Erect Additional Panels for Stock <p>Vendor(s)</p> <ul style="list-style-type: none"> <input type="checkbox"/> <input type="checkbox"/> Request to waive requirement for all vendors to have individual permits. 	<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> <ul style="list-style-type: none"> <input type="checkbox"/> <input type="checkbox"/> Clean Restrooms <input type="checkbox"/> <input type="checkbox"/> Clean Dugouts <input type="checkbox"/> <input type="checkbox"/> Fill in holes in batter's box <input type="checkbox"/> <input type="checkbox"/> Fill in holes at all bases <input type="checkbox"/> <input type="checkbox"/> Fill in holes in front of pitcher's mound <input type="checkbox"/> <input type="checkbox"/> Clean Ball field Concession <input type="checkbox"/> <input type="checkbox"/> Clean Rodeo Concession <input type="checkbox"/> <input type="checkbox"/> Clean South Booth <input type="checkbox"/> <input type="checkbox"/> Clean Announcer Stand <input type="checkbox"/> <input type="checkbox"/> Clean Ticket Booth <p>If Serving Alcohol</p> <ul style="list-style-type: none"> <input type="checkbox"/> <input type="checkbox"/> Obtain Special Event Liquor License with the Arizona Department of Liquor. <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. <input type="checkbox"/> <input type="checkbox"/> Provide Security approved by Willcox Public Safety Department.
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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#	Rcpt. #
X	Reservation Deposit	\$50.00		\$50.00			
	Rodeo Main Arena	\$100.00					
	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					
	Roping Warm-up Arena						
	Barrel Race Warm-up Arena						
	Horse Show Warm-up Arena						
	Play Day Warm-up Arena						
	Concession Stand	\$50.00					
	Main Arena Lights	\$25.00					
Total Fees Due							

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

**CITY OF WILLCOX
Request for Council Action**

Agenda Item: 9
Tab Number: 3
Date: 10-31-2013

Date Submitted:
October 17, 2013
Date Requested:
October 21, 2013

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject: Street closure
for the Veterans Day
Parade

To: Honorable Mayor and City Council

From: John Bowen, Director of Public Works

Discussion: Connie Dunham is requesting a street closure for the 2nd annual Veterans Day Parade. She is requesting the closure to start at the intersection of Fremont and Railroad Ave. and ending at Railroad Ave and Maley. Railroad Ave will need to be closed on November 11, 2013 from 8:00 am until 12:00 pm.

Recommendation: Mayor and Council approve the street closure for the Veterans Day Parade on November 11, 2013

Fiscal Impact: 0.00

Prepared By: Kate Schwartz
Kate Schwartz, Public Services and Works

Approved By: [Signature]
John Bowen, Director Public Services and Works

Approved By: [Signature]
Ted Soltis, City Manager

Street Closure Request Form

Name of Applicant

Connie Dunham

Date of Request

November 11, 2013

Address

3156 N. McAlister Ave Willcox AZ
85649

Phone Number

520-507-1077

Event or Event Sponsor for Street Closure

Willcox Veterans Support Group (Veterans Day Parade)

Date(s) Requested for Street Closure

November 11, 2013

Times for Street Closure

8:00 A.M. - 12:00

Street(s) to be closed - Beginning and ending points.

Start Corner of Fremont & Railroad Ave. to Railroad & Moley. Parade will end @ Moley.

The applicant understands that a certificate of liability insurance for \$1,000,000 naming the City of Willcox as additionally insured must be supplied with this application in order for the request to be fully executed and processed. Additionally, the City of Willcox requests that all adjacent property owners be notified of the intent to close the street and offered an opportunity to make comments to the Mayor and City Council. Comments may be submitted to the City Clerk prior to the council meeting or may be stated in the public meeting.

Connie Dunham
Applicant Signature

10-2-13
Date

Kate Schwarz
Received By

10/17/13
Date

PETITION TO CLOSE RAILROAD AVENUE

ON November 11, 2013
DATE

FROM 8:00 A.M. TO 12:00
START TIME END TIME

FOR THE PURPOSE OF Veterans Day Parade
EVENT

REX ALLEN MUSEUM, OK TO CLOSE [Signature]

WILLCOX HISTORIC THEATER, OK TO CLOSE Gary [Signature]

RODNEY'S, OK TO CLOSE Rodney [Signature]

FLYING LEAP, OK TO CLOSE [Signature]

OLD WEST MERCANTILE, OK TO CLOSE Shea [Signature]

FRIENDS OF MARTY ROBBINS, OK TO CLOSE Juanita [Signature]

KEELING SCHAEFER, OK TO CLOSE closed on Mondays

GALLERY 94, OK TO CLOSE Chance [Signature]

BIG TX, OK TO CLOSE not affected by closure

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2013-68

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, "CITY", APPROVING THE RELEASE OF LIABILITY FROM CALIFORNIA BANK AND TRUST REGARDING DEMOLITION OF THE DESERT INN MOTEL LOCATED AT 704 SOUTH HASKELL AVENUE, WILLCOX, ARIZONA.

WHEREAS, the Mayor and City Council are empowered by Arizona Revised Statutes §9-240 to exercise control over the finances and the property of the corporation for the benefit of the citizens of the City of Willcox, Arizona; and,

WHEREAS, the City is empowered by Arizona Revised Statutes §9-240 and §9-499 to exercise control to abate and remove dangerous buildings and structures that have become a nuisance and possible health threat to the citizens of the City of Willcox, Arizona; and,

WHEREAS, Krishna Pal Singh and Urmila Singh are the owners the Desert Inn Motel which is located at 704. S. Haskell Avenue, Willcox, Arizona 85643, which is within the City limits of the City of Willcox; and,

WHEREAS, California Bank and Trust is the LENDER/BENEFICIARY of that certain Deed of Trust recorded in the Office of the Cochise County Recorder on November 21, 2007, at Fee No. 071137046, in the original principal amount of \$800,000.00; and,

WHEREAS, on March 24, 2012, said Desert Inn Motel structure caught fire, was completely destroyed and now has become a hazardous structure and a nuisance within the City limits of the City of Willcox; and,

WHEREAS, the City of Willcox and California Bank and Trust wish to enter into an Agreement authorizing that the City of Willcox shall be released from any liability to California Bank and Trust for any actions taken by the City of Willcox regarding any demolition, clean up or abatement of the Desert Inn Motel which was destroyed by fire and now has become a nuisance structure requiring abatement action that California Bank and Trust is not willing to undertake; and,

WHEREAS, the Release of Liability Regarding Demolition Agreement requiring Council approval is attached hereto as Exhibit "A" and incorporated herein; and,

WHEREAS, it is the desire of the Mayor and City Council that this item be presented for consideration at the regular City Council Meeting on October 21, 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 authorize and approve the Release of Liability Regarding Demolition Agreement as presented herewith as Exhibit "A" and incorporated herein; and,

SECTION 2: The Mayor of the City of Willcox is hereby authorized to execute the Release of Liability Regarding Demolition Agreement presented herewith as Exhibit "A" and incorporated herein; and,

SECTION 3: The City Clerk is hereby directed to record the Release of Liability Regarding Demolition Agreement as accepted and approved by the Mayor and City Council; and,

SECTION 4: That 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 21st day of October, 2013.

APPROVED/EXECUTED:

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2013-68

LAW OFFICES
LANE & NACH, P.C.
2001 East Campbell Avenue, Suite 103
Phoenix, AZ 85016
Telephone: (602) 258-6000
Facsimile (602) 258-6003

Michael P. Lane*
Adam B. Nach*
Allison M. Laurison
Lisa Perry Banen
Stuart B. Rodgers
Joel F. Newell
Paul Hilkert
Margaret L. Steiner

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lisa.banen@lane-nach.com
stuart.rodgers@lane-nach.com
joel.newell@lane-nach.com
paul.hilkert@lane-nach.com
meg.steiner@lane-nach.com

September 27, 2013

Ann Roberts
Battaglia & Roberts, P.C.
P.O. Box 2315
Benson, Arizona 85602

RE: 704 S. Haskell Avenue, Willcox, AZ 85643 ("Property")
Krishna Pal Singh and Urmila Singh

Dear Ann:

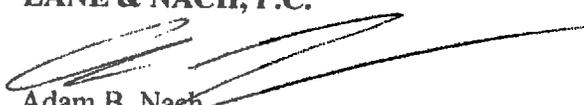
Enclosed is the original City of Willcox Release of Liability Regarding Demolition ("Release") signed by Lender and notarized. Please obtain the remaining signatures as noted and provide this office with a copy of the fully executed document.

Lender reserves all rights and remedies and waives none unless specifically released in the enclosed Release.

Please contact me directly with any questions.

Sincerely,

LANE & NACH, P.C.


Adam B. Nach

ABN\cak
Enclosure

**CITY OF WILLCOX
RELEASE OF LIABILITY
REGARDING DEMOLITION**

This Release of Liability Regarding Demolition, hereinafter "Agreement", is executed to be effective this 23rd day of Sept., 2013, by and between, the City of Willcox, an Arizona municipal corporation, hereinafter "CITY", whose address is 101 S. Railroad Avenue, Willcox, Arizona 85643, and the California Bank & Trust, a California corporation, hereinafter "LENDER/BENEFICIARY", whose address is 2399 Gateway Oaks Dr. Suite 110 in Sacramento, California 95833.

RECITALS

WHEREAS, Krishna Pal Singh and Urmila Singh are the owners the Desert Inn Motel which is located at 704. S. Haskell Avenue, Willcox, Arizona 85643, which is within the City limits of the City of Willcox; and,

WHEREAS, California Bank and Trust is the LENDER/BENEFICIARY of that certain Deed of Trust recorded in the Office of the Cochise County Recorder on November 21, 2007, at Fee No. 071137046, in the original principal amount of \$800,000.00; and,

WHEREAS, on March 24, 2012, said Desert Inn Motel structure caught fire, was completely destroyed and now has become a hazardous structure and a nuisance within the City limits of the City of Willcox; and,

WHEREAS, as a result of said fire, the Desert Inn Motel structure must be demolished and it is the understanding of CITY that there is a remaining balance due to LENDER/BENEFICIARY under the Deed of Trust dated November 21, 2007, recorded at Fee No. 071137046.

NOW THEREFORE, in consideration of the following mutual covenants and conditions, the CITY and LENDER/BENEFICIARY hereby agree as follows:

1. CITY will issue the required demolition permit(s) to any party that is willing to undertake the required demolition and clean-up of said property.
2. LENDER/BENEFICIARY agrees that as a result of such structure fire, the value of the real property has been greatly diminished.
3. As a result of CITY issuing the required demolition permits, CITY will not incur any liability to LENDER/BENEFICIARY for any decrease in value to said property which serves a security for the Deed of Trust dated November 21, 2007, recorded at Fee No. 071137046.

4. LENDER/BENEFICIARY agrees to release and hold harmless CITY from any and all liability or claims which may arise or occur out of any activities conducted by CITY arising out of the demolition, destruction and removal of any structures located upon 704. S. Haskell Avenue, Willcox, Arizona 85643, which serves a security for the Deed of Trust dated November 21, 2007, recorded at Fee No. 071137046.
5. CITY understands that LENDER/BENEFICIARY'S interest in the real property is only as security for the Deed of Trust dated November 21, 2007, recorded at Fee No. 071137046 and LENDER/BENEFICIARY has no authority to authorize the demolition of the property therefore, CITY must also obtain a release and/or authorization for demolition from the real property owner, Krishna Pal Singh and Urmila Singh, prior to permits being issued for Demolition.

Dated this 23rd day of Sept., 2013.

California Bank & Trust



AUTHORIZED PARTY

Tim Williams

Vice President

STATE OF CALIFORNIA)

)ss:

County of _____)

The foregoing Release of Liability to the City of Willcox was acknowledged before me this _____ day of _____, 2013, by _____ on behalf of California Bank & Trust, Lender/Beneficiary.

Notary Public

My Commission Expires:

APPROVED/EXECUTED

ROBERT A. IRVIN, MAYOR
Dated: _____

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

ACKNOWLEDGMENT

State of California
County of Sacramento

On September 23, 2013 before me, J. Courville, Notary Public
(insert name and title of the officer)

personally appeared Tim Williams
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

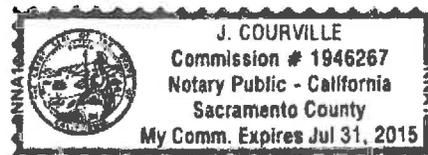
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



CITY OF WILLCOX, COCHISE COUNTY, ARIZONA**RESOLUTION 2013-69**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, "CITY", APPROVING THE RELEASE OF LIABILITY FROM KRISHNA PAL SINGH AND URMILA SINGH, OWNER/TRUSTOR, REGARDING DEMOLITION OF THE DESERT INN MOTEL LOCATED AT 704 SOUTH HASKELL AVENUE, WILLCOX, ARIZONA.

WHEREAS, the Mayor and City Council are empowered by Arizona Revised Statutes §9-240 to exercise control over the finances and the property of the corporation for the benefit of the citizens of the City of Willcox, Arizona; and,

WHEREAS, the City is empowered by Arizona Revised Statutes §9-240 and §9-499 to exercise control to abate and remove dangerous buildings and structures that have become a nuisance and possible health threat to the citizens of the City of Willcox, Arizona; and,

WHEREAS, Krishna Pal Singh and Urmila Singh are the record owners of the Desert Inn Motel which is located at 704. S. Haskell Avenue, Willcox, Arizona 85643, which is within the City limits of the City of Willcox; and,

WHEREAS, California Bank and Trust is the LENDER/BENEFICIARY of that certain Deed of Trust recorded in the Office of the Cochise County Recorder on November 21, 2007, at Fee No. 071137046, in the original principal amount of \$800,000.00; and,

WHEREAS, on March 24, 2012, said Desert Inn Motel structure caught fire, was completely destroyed and now has become a hazardous structure and a nuisance within the City limits of the City of Willcox; and,

WHEREAS, the City of Willcox and Krishna Pal Singh and Urmila Singh wish to enter into an Agreement authorizing that the City of Willcox shall be released from any liability to Krishna Pal Singh and Urmila Singh for any actions taken by the City of Willcox regarding any demolition, clean up or abatement of the Desert Inn Motel which was destroyed by fire and now has become a nuisance structure requiring abatement action that Krishna Pal Singh and Urmila Singh are not willing to undertake; and,

WHEREAS, the Release of Liability Regarding Demolition Agreement requiring Council approval is attached hereto as Exhibit "A" and incorporated herein; and,

WHEREAS, it is the desire of the Mayor and City Council that this item be presented for consideration at the regular City Council Meeting on October 21, 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 authorize and approve the Release of Liability Regarding Demolition Agreement as presented herewith as Exhibit "A" and incorporated herein; and,

SECTION 2: The Mayor of the City of Willcox is hereby authorized to execute the Release of Liability Regarding Demolition Agreement presented herewith as Exhibit "A" and incorporated herein; and,

SECTION 3: The City Clerk is hereby directed to record the Release of Liability Regarding Demolition Agreement as accepted and approved by the Mayor and City Council; and,

SECTION 4: That 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 21st day of October, 2013.

APPROVED/EXECUTED:

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2013-69

**CITY OF WILLCOX
RELEASE OF LIABILITY
REGARDING DEMOLITION**

This Release of Liability Regarding Demolition, hereinafter "Agreement", is executed to be effective this ____ day of _____, 2013, by and between, the City of Willcox, an Arizona municipal corporation, hereinafter "CITY", whose address is 101 S. Railroad Avenue, Willcox, Arizona 85643, and KRISHNA PAL SINGH & URMILA SINGH, husband and wife, hereinafter "OWNER/TRUSTOR", whose address is 2837 W. Checkerspot Drive, Tucson, Arizona 85741.

RECITALS

WHEREAS, OWNER/TRUSTOR own the Desert Inn Motel located at 704. S. Haskell Avenue, Willcox, Arizona 85643, which is within the City limits of the City of Willcox; and,

WHEREAS, California Bank and Trust is the Lender/Beneficiary of that certain Deed of Trust recorded in the Office of the Cochise County Recorder on November 21, 2007, at Fee No. 071137046, in the original principal amount of \$800,000.00; and,

WHEREAS, on March 24, 2012, said Desert Inn Motel structure caught fire, was completely destroyed and now has become a hazardous structure and a nuisance within the City limits of the City of Willcox; and,

WHEREAS, as a result of said fire, the Desert Inn Motel structure must be demolished and it is the understanding of CITY that there is a remaining balance due to Lender/Beneficiary under the Deed of Trust dated November 21, 2007, recorded at Fee No. 071137046 executed by OWNER/BENEFICIARY; and,

WHEREAS, OWNER/TRUSTOR has informed CITY that they have relinquished possession of the Desert Inn Motel to Lender/Beneficiary however, Lender/Beneficiary denies that such ownership has been relinquished from OWNER/TRUSTOR and as such, CITY is required to obtain the Release of Liability Regarding Demolition from OWNER/TRUSTOR.

NOW THEREFORE, in consideration of the following mutual covenants and conditions, the CITY and OWNER/TRUSTOR hereby agree as follows:

1. CITY will issue the required demolition permit(s) to any party that is willing to undertake the required demolition and clean-up of said property.
2. OWNER/TRUSTOR agrees that as a result of such structure fire, the value of the real property has been greatly diminished.

3. As a result of CITY issuing the required demolition permits, CITY will not incur any liability to OWNER/TRUSTOR for any decrease in value to said property which serves a security for the Deed of Trust dated November 21, 2007, recorded at Fee No. 071137046 executed by OWNER/BENEFICIARY.
4. OWNER/TRUSTOR agrees to release and hold harmless CITY from any and all liability or claims which may arise or occur out of any activities conducted by CITY arising out of the demolition, destruction and removal of any structures located upon 704. S. Haskell Avenue, Willcox, Arizona 85643, which serves a security for the Deed of Trust dated November 21, 2007, recorded at Fee No. 071137046.
5. CITY has not made any legal determination as to OWNER/TRUSTOR'S interest in the real property. However, the records of title, recorded in the Office of the Cochise County Recorder, Cochise County, Arizona, presently reflect that OWNER/TRUSTOR is the legal owner of the Desert Inn Motel which is secured by a Deed of Trust dated November 21, 2007, recorded at Fee No. 071137046.

Dated this _____ day of _____, 2013.

KRISHNA PAL SINGH
OWNER/TRUSTOR

STATE OF ARIZONA)
)ss:
 County of _____)

The foregoing Release of Liability to the City of Willcox was acknowledged before me this _____ day of _____, 2013, by KRISHNA PAL SINGH.

 Notary Public

My Commission Expires:

DATED this _____ of _____, 2013.

ATTEST:

ROBERT A. IRVIN, MAYOR
Dated: _____

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney