

THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ HELD ON THIS 4th DAY OF AUGUST 2016

CALL TO ORDER - Mayor Robert 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 Earl Goolsby
- Councilman Elwood A. Johnson
- Councilman Gerald W. Lindsey
- Councilman William "Bill" Nigh
- Councilman Timothy A. Bowlby
- Councilman Michael J. Laws

STAFF

- City Manager Ted Soltis
- City Clerk Virginia A. Mefford
- City Attorney Ann P. Roberts
- Police Chief Jose Rios

PLEDGE OF ALLEGIANCE TO THE FLAG - Led by Mayor Irvin

CALL TO THE PUBLIC -

Dennis Williams reported on the upcoming Rex Allen Days. He dispelled rumors that Rex Allen Days was being cancelled. He reassured everyone that the event will go on. He also stated the event brings in more revenue to the community than some believe. He has been in communication with the Public Works staff regarding the grandstand replacement; they have been doing a great job.

Rob Jones spoke on working together to build Willcox. He noted the City has done a great job cleaning up; Airport Road looks fantastic.

DECLARATION ON CONFLICT OF INTEREST - None

ADOPTION OF THE AGENDA

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

SECONDED: Councilmember Bowlby seconded the motion.

MOTION CARRIED

APPROVAL OF MINUTES OF THE REGULAR MEETING OF JULY 21, 2016

MOTION: Councilmember Lindsey made a motion to approve the minutes of July 7, 2016 reflecting the correct date.

SECONDED: Vice Mayor Goolsby seconded the motion.

MOTION CARRIED

WILLCOX HISTORIC THEATER UPDATE - GAYLE BERRY

Ms. Berry gave an update on the on the Willcox Historic Theater. She gave a short history on what has transpired since opening in 2012 and gave a short video of the events. This year the theater will have season tickets to all events. She mentioned they are working on Studio 128 and showed a virtual video on how it will look. Vice Mayor Goolsby asked what kind of feedback she has received from the various artists. Ms. Berry stated they have been comfortable with interacting with the audience, and even though they are not used to this kind of interaction, they enjoy it. Councilmember Johnson thanked Ms. Berry for bringing the theater back. Ms. Berry stated the entire community has come together to help make this happen.

LIQUOR LICENSE TRANSFER APPROVAL FOR WILLCOX LIQUORS LLC DBA MILO'S LIQUOR LOCATED AT 144 S. HASKELL AVE.

MOTION: Councilmember Johnson made a motion to approve the liquor license transfer for Willcox Liquors LLC dba Milo's Liquor located at 144 S. Haskell Ave. as presented.

SECONDED: Councilmember Laws seconded the motion.

MOTION CARRIED

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HELD ON THIS 4th DAY OF AUGUST 2016**

ORDINANCE NS326 - AN ORDINANCE LEVYING A PRIMARY AND SECONDARY PROPERTY TAX UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY SUBJECT TO TAXATION, FOR THE FISCAL YEAR ENDING JUNE 30, 2017

MOTION: Vice Mayor Goolsby made a motion to approve Ordinance NS326.

SECONDED: Councilmember Lindsey seconded the motion.

DISCUSSION: Councilmember Johnson asked for an explanation on how this is determined. City Manager Soltis provided an explanation.

MOTION CARRIED

RESOLUTION 2016-14 - A RESOLUTION APPROVING AND AUTHORIZING THE WRITE-OFF OF TERMINATED UTILITY ACCOUNTS THAT HAVE BECOME NON-COLLECTIBLE

MOTION: Councilmember Johnson made a motion to approve Resolution 2016-14.

SECONDED: Councilmember Lindsey seconded the motion.

DISCUSSION: City Manager explained the City Council made a good decision when they passed the resolution to allow for state collection. It has helped with collections.

MOTION CARRIED

RESOLUTION 2016-15 - A RESOLUTION APPROVING AND ADOPTING AMENDMENTS TO THE INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF WILLCOX AND ARIZONA DEPARTMENT OF REVENUE FOR THE COLLECTION AND ADMINISTRATION OF THE CITY TRANSACTION PRIVILEGE TAX

MOTION: Councilmember Johnson made a motion to approve Resolution 2016-15.

SECONDED: Councilmember Bowlby seconded the motion.

DISCUSSION: Councilmember Johnson explained that the City used RDS in the past to collect taxes. Now all cities are required to use the Department of Revenue. City Manager Soltis affirmed this is true.

MOTION CARRIED

PROCLAMATION - CHILD SUPPORT AWARENESS MONTH

Mayor Irvin read and presented the proclamation for Child Support Awareness Month.

CITY MANAGER'S REPORT

- The City Attorney gave an update on the water line lawsuit. She mentioned a jury trial is scheduled for three days before Thanksgiving.
- The City Manager gave an update on the Quail Park grandstands. He noted that the "insurance company" will replace them and its hopeful they will be in place by Rex Allen Days. He thanked the City crew for all their hard work in helping to make this happen.
- He provided an update on the Waste Water Treatment Plant. The City is still waiting on bid document approval before going out for bids.
- He noted he attended the city manager annual conference.
- He attended a community economic summit held here in Willcox with Mayor Irvin, Vice Mayor Goolsby, and Councilmember Lindsey. They also took two tours, one at the local dairy, which has over 55,000 cows, and the other at the Curry Seed and Chile Company. .
- He will be attending the Department of Housing conference as a presenter. He is presenting on the CDBG slum and blight project.
- He reminded Council that the Arizona League of Cities and Towns is August 24-26; if there are any questions, contact the City Clerk.
- Chief Rios made an announcement that two of his officers are being promoted. They have passed all the tests necessary for promotion. He called up detective David Reno who was promoted to Detective Sergeant. He then called up Officer Jericho Valle who was promoted to Detective Corporal. He was very proud of them and all the hard work they have done.

COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS

- Councilmember Lindsey reflected on the police department and thanked them for all they do.
- Councilmember Johnson asked to see how much was spent by the City to gear up for Rex Allen Days compared to what is raised. He has been thinking of "what ifs" in the future in regards to the Fire Department

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
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and the Police Department, and would like to see fundraisers to get the equipment needed for these departments. He would also like to see Title 17 done.

- Councilmember Nigh thanked the City Manager for using City staff to do the demolition of the grandstands.
- Councilmember Laws congratulated the officers on their promotions. He also thanked the City for getting the grandstand demolition done.
- Councilmember Bowby congratulated the officers on their promotions. He also thanked Ms. Berry for everything she has done with the theater.
- Vice Mayor Goolsby also congratulated the police officers on their promotions, and he expressed appreciation for all the Police Department does.
- Mayor Irvin also congratulated the officers who were promoted, and he thanked the Police Department for the fine job they do.

ADJOURN

With no further business before the Mayor and Council, the meeting was adjourned at 7:25 p.m. 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 4th day of August 2016. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 4th day of August 2016

City Clerk Virginia A. Mefford, CMC

PASSED, APPROVED AND ADOPTED this 18th day of August 2016.

Mayor Robert A. Irvin

ATTEST:

City Clerk Virginia A. Mefford, CMC

CITY OF WILLCOX
Council Action Form

Agenda Item: 8
Tab Number: 2

Meeting Date:

August 18, 2016

Action:

Resolution
 Ordinance
 Other

Subject: Rex Allen Days,
Inc. Special Event License
application for Keiller Park.

To: Mayor and City Council

From: Jose Rios, Police Chief

Discussion: Rex Allen Days, Inc. has applied for a Special Event License through the Arizona Department of Liquor to sell alcohol during Rex Allen Days at Keiller Park. As this facility belongs to the City of Willcox, it is required that there be certified peace officers working security during the time alcohol is sold. The Arizona Rangers will be providing security at this event under the authority of the Willcox Police Department.

Recommendation: Approve the application submitted by Rex Allen Days, Inc.

Fiscal Impact: None.

Submitted by:


Jose Rios, Police Chief

Approved by:


Ted Soltis, City Manager



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLIC USE ONLY
Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE
Fee= \$25.00 per day for 1-10 days (consecutive)
Cash Checks or Money Orders Only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: Rex Allen Days, Inc.

SECTION 2 Non-Profit/IRS Tax Exempt Number: 510166786

SECTION 3 The organization is a: (check one box only)

- [x] Charitable [] Fraternal (must have regular membership and have been in existence for over five (5) years)
[] Religious [] Civic (Rotary, College Scholarship) [] Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises? [] Yes [x] No

Name of Business License Number Phone (include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- [] Place license in non-use
[] Dispense and serve all spirituous liquors under retailer's license
[x] Dispense and serve all spirituous liquors under special event
[] Split premise between special event and retail location

(IF NOT USING RETAIL LICENSE, SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISE TO SUSPEND THE LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF PREMISE, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISE.)

SECTION 6 What is the purpose of this event? [x] On-site consumption [] Off-site (auction) [] Both

SECTION 7 Location of the Event: Keiller Park

Address of Location: W Fremont Street Willcox Cochise AZ 85643
Street City COUNTY State Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? [] Yes [x] No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Clement Michael James 07-26-76
Last First Middle Date of Birth
2. Applicant's mailing address: PO Box 1189 Vail AZ 85643
Street City State Zip
3. Applicant's home/cell phone: (520) 4097123 Applicant's business phone: (520) 4097123
State Zip
4. Applicant's email address: michaeljamesclement@gmail.com

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes No (if yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 0
 (The number cannot exceed 12 events per year, exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? Yes No
 (If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Rex Allen Days, Inc. Percentage: 100%

Address PO Box 429 Willcox AZ 85644
Street City State Zip

Name _____ Percentage: _____

Address _____
Street City State Zip

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

2 Number of Police 2 Number of Security Personnel Fencing Barriers

Explanation: Large Ramada where booth will be located will be fenced off. We will have volunteers inside as well viewpoints from volunteers who will monitor outside the fence. IDs checked at beer booth. limited purchases per person. Security onsite.

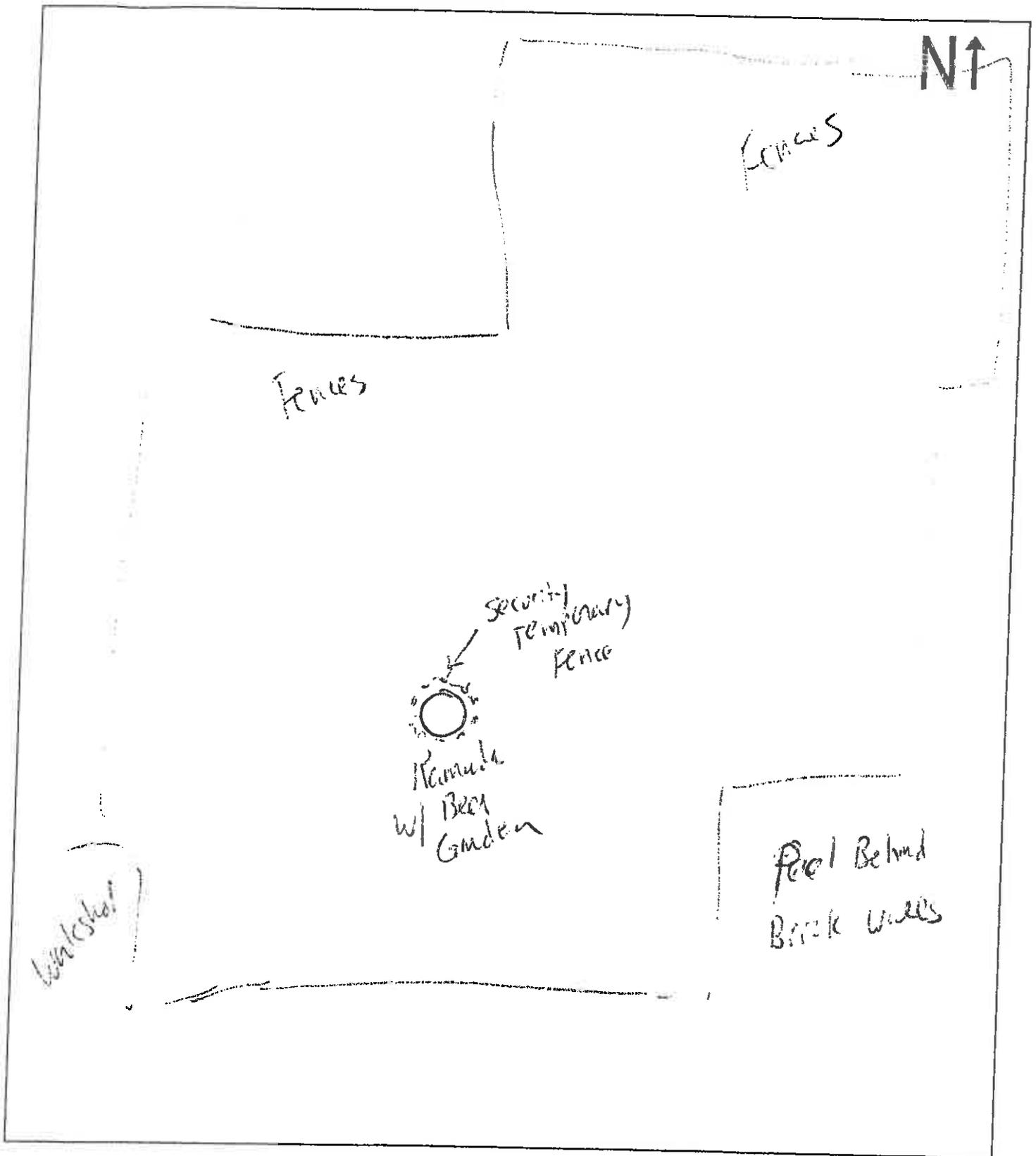
Signage and postings "no alcohol beyond this point". wristbands for those not sitting at tables in beer garden.

SECTION 11 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
 See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>9/30/2016</u>	<u>Friday</u>	<u>6pm</u>	<u>10pm</u>
DAY 2:	<u>10/1/2016</u>	<u>Saturday</u>	<u>6pm</u>	<u>10pm</u>
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



SECTION 13 To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, (Print Full Name) Michael Clement declare that I am an Officer, Director or Chairperson of the organization filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

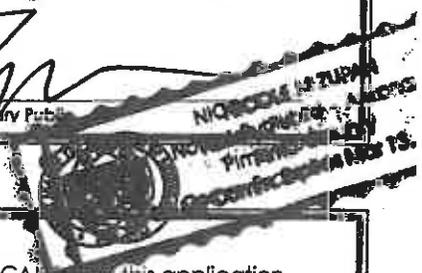
Michael Clement Director 07/13/2016 5204097123
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 13 July 2016
 Day Month Year

State AZ County of Pima

My Commission Expires on: 3-13-18 Date

[Signature] Signature of Notary Public



SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, (Print Full Name) Michael Clement declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

Michael Clement Director 07/13/2016 5204097123
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 13 July 2016
 Day Month Year

State AZ County of Pima

My Commission Expires on: 3-13-18 Date

[Signature] Signature of Notary Public

Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section.

I, _____ recommend APPROVAL DISAPPROVAL
 (Government Official) (Title)

On behalf of _____ Signature _____ Date _____ Phone _____
 (City, Town, County)

SECTION 16 For Department of Liquor Licenses and Control use only.

APPROVAL DISAPPROVAL BY: _____ DATE: ____/____/____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



INTERLINE
SIIL DS 01 (0211)

POLICY NUMBER: 1000108194

PREVIOUS POLICY NUMBER: New

COMMON POLICY DECLARATIONS

COMPANY Starr Indemnity & Liability Company Dallas, Texas Administrative Office: 399 Park Avenue, 8 th Floor, New York, NY 10022	PRODUCER Risk Placement Services of Arizona, Inc. 8700 E. Northsight Blvd., Suite 100 Scottsdale, AZ 85260
NAMED INSURED AND MAILING ADDRESS Rex Allen Days PO Box 429 Wilcox, AZ 85643	
POLICY PERIOD FROM 09/29/2016 TO 10/03/2016 At 12:01 A.M. Standard Time At Your Mailing Address Shown Above. (Exception: 12:00 Noon In Maine, Michigan And North Carolina)	
BUSINESS DESCRIPTION 65th Annual Rex Allen Days Event	
THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT. IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.	
COMMERCIAL PROPERTY COVERAGE PART COMMERCIAL GENERAL LIABILITY COVERAGE PART COMMERCIAL INLAND MARINE COVERAGE PART CRIME AND FIDELITY COVERAGE PART COMMERCIAL AUTOMOBILE COVERAGE PART PROFESSIONAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART COMMERCIAL LIABILITY UMBRELLA COVERAGE PART TERRORISM COVERAGE	PREMIUM NOT COVERED \$1,980.00 NOT COVERED NOT COVERED NOT COVERED NOT COVERED \$475.00 NOT COVERED \$40.00 TOTAL POLICY PREMIUM: \$2,495.00
INTERLINE FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY	
See Schedule of Forms and Endorsements - SIIL DS 02	

The common policy declarations and the supplemental declaration(s) and schedules, together with the common policy conditions, coverage part(s), coverage form(s), and forms and endorsements, if any, complete this policy.

- "To Report a Loss
- Dial toll-free #1 (844)777-8323 or visit our
 - Website: <https://my.lpsins.com/claimsfnol>
 - Contact Insurer directly (see policy section)"

RPSSCOT/SC/2016.07.22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): Area(s) Designated to Rex Allen Days
Name Of Person(s) Or Organization(s) (Additional Insured): The City of Wilcox
Additional Premium: \$10.00
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CITY OF WILLCOX
Council Action Form

Agenda Item: 9
Tab Number: 3

Meeting Date:
August 18, 2016

Action:
 Resolution
 Ordinance
 Other

Subject: Rex Allen Days, Inc. Special Event License application for Quail Drive Arena.

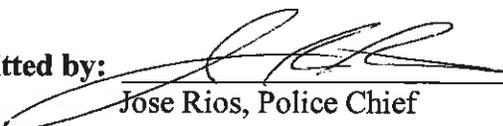
To: Mayor and City Council

From: Jose Rios, Police Chief

Discussion: Rex Allen Days, Inc. has applied for a special event license through the Arizona Department of Liquor to sell alcohol during Rex Allen Days at Quail Drive Sports Park. As this facility belongs to the City of Willcox, it is required that there be certified peace officers working security during the time alcohol is sold. The Arizona Rangers will be providing security at this event under the authority of the Willcox Police Department.

Recommendation: Approve the application submitted by Rex Allen Days, Inc.

Fiscal Impact: None.

Submitted by: 
Jose Rios, Police Chief

Approved by: 
Ted Soltis, City Manager



Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

FOR DLIC USE ONLY

Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE
 Fee= \$25.00 per day for 1-10 days (consecutive)
 Cash Checks or Money Orders Only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: Rex Allen Days, Inc.

SECTION 2 Non-Profit/IRS Tax Exempt Number: 510166786

SECTION 3 The organization is a: (check one box only)

- Charitable Fraternal (must have regular membership and have been in existence for over five (5) years)
 Religious Civic (Rotary, College Scholarship) Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises? Yes No

Name of Business

License Number

Phone (Include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- Place license in non-use
 Dispense and serve all spirituous liquors under retailer's license
 Dispense and serve all spirituous liquors under special event
 Split premise between special event and retail location

(IF NOT USING RETAIL LICENSE, SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISE TO SUSPEND THE LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF PREMISE, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISE.)

SECTION 6 What is the purpose of this event? On-site consumption Off-site (auction) Both

SECTION 7 Location of the Event: Quail Drive Arena

Address of Location: 1138 N Quail Drive Willcox Cochise AZ 85643
Street City COUNTY State Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? Yes No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Clement Michael James 07-26-76
Last First Middle Date of Birth

2. Applicant's mailing address: PO Box 1189 Vail AZ 85643
Street City State Zip

3. Applicant's home/cell phone: (520) 4097123 Applicant's business phone: (520) 4097123

4. Applicant's email address: michaeljamesclement@gmail.com

SECTION 10

- Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes No (if yes, attach explanation.)
- How many special event licenses have been issued to this location this year? 0
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)
- Is the organization using the services of a promoter or other person to manage the event? Yes No
 (If yes, attach a copy of the agreement.)
- List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Rex Allen Days, Inc. Percentage: 100%
 Address PO Box 429 Willcox AZ 85644
Street City State Zip
 Name _____ Percentage: _____
 Address _____
Street City State Zip

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

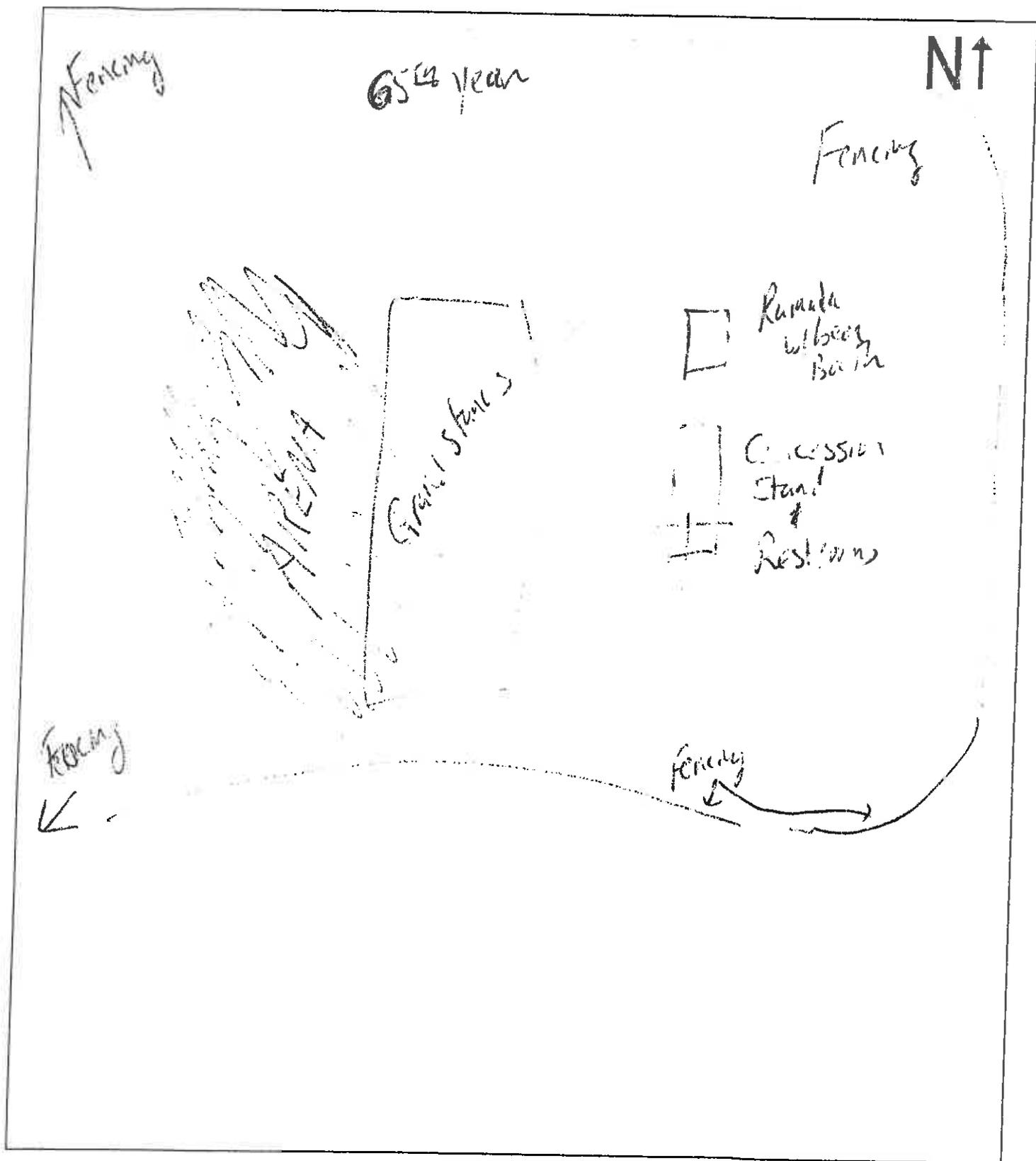
- What type of security and control measures will you take to prevent violations of liquor laws at this event?
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)
2 Number of Police 2 Number of Security Personnel Fencing Barriers
 Explanation: Existing beer booth that has been used for the last 15 years the arena has existed.
booth fenced off. IDs checked at counter. limited purchases per person. Security onsite.

SECTION 11 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
 See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>9/30/2016</u>	<u>Friday</u>	<u>3pm</u>	<u>6pm</u>
DAY 2:	<u>10/1/2016</u>	<u>Saturday</u>	<u>12pm</u>	<u>6pm</u>
DAY 3:	<u>10/2/2016</u>	<u>Sunday</u>	<u>12pm</u>	<u>6pm</u>
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



SECTION 13 To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

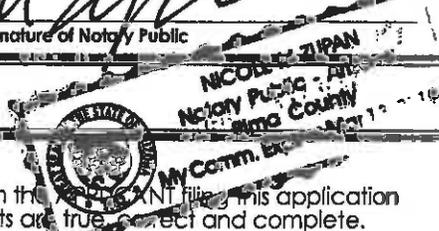
I, (Print Full Name) Michael Clement declare that I am an Officer, Director or Chairperson of the organization filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Michael Clement Director 07/13/2016 5204097123
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 13 July 2016
 Day Month Year

State AZ County of Pima

My Commission Expires on: 3-13-18 Walter J. Ryan
 Date Signature of Notary Public



SECTION 14 This section is to be completed only by the applicant named in Section 9.

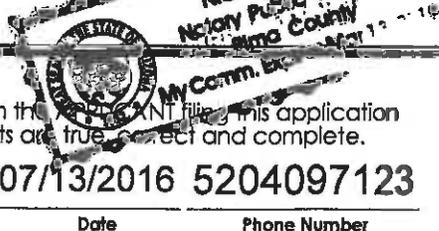
I, (Print Full Name) Michael Clement declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Michael Clement Director 07/13/2016 5204097123
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 13 July 2016
 Day Month Year

State AZ County of Pima

My Commission Expires on: 3-13-18 Walter J. Ryan
 Date Signature of Notary Public



Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section.

I, _____ recommend APPROVAL DISAPPROVAL
 (Government Official) (Title)

On behalf of _____
 (City, Town, County) Signature Date Phone

SECTION 16 For Department of Liquor Licenses and Control use only.

APPROVAL DISAPPROVAL BY: _____ DATE: ____/____/____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

- B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.
- D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.
- E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.
- F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



INTERLINE
SIL DS 01 (0211)

POLICY NUMBER: 1000108194

PREVIOUS POLICY NUMBER: New

COMMON POLICY DECLARATIONS

COMPANY	PRODUCER
Starr Indemnity & Liability Company Dallas, Texas Administrative Office: 399 Park Avenue, 8 th Floor, New York, NY 10022	Risk Placement Services of Arizona, Inc. 8700 E. Northsight Blvd., Suite 100 Scottsdale, AZ 85260
NAMED INSURED AND MAILING ADDRESS	
Rex Allen Days PO Box 429 Willcox, AZ 85643	
POLICY PERIOD	
FROM 09/29/2016 TO 10/03/2016 At 12:01 A.M. Standard Time At Your Mailing Address Shown Above. (Exception: 12:00 Noon In Maine, Michigan And North Carolina)	
BUSINESS DESCRIPTION	
65th Annual Rex Allen Days Event	
<p>THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT. IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.</p>	
COMMERCIAL PROPERTY COVERAGE PART COMMERCIAL GENERAL LIABILITY COVERAGE PART COMMERCIAL INLAND MARINE COVERAGE PART CRIME AND FIDELITY COVERAGE PART COMMERCIAL AUTOMOBILE COVERAGE PART PROFESSIONAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART COMMERCIAL LIABILITY UMBRELLA COVERAGE PART TERRORISM COVERAGE	PREMIUM NOT COVERED \$1,980.00 NOT COVERED NOT COVERED NOT COVERED NOT COVERED NOT COVERED \$475.00 NOT COVERED \$40.00 TOTAL POLICY PREMIUM: \$2,495.00
INTERLINE FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY	
See Schedule of Forms and Endorsements - SIL DS 02	

The common policy declarations and the supplemental declaration(s) and schedules, together with the common policy conditions, coverage part(s), coverage form(s), and forms and endorsements, if any, complete this policy.

- "To Report a Loss
- Dial toll-free #1 (844)777-8323 or visit our
 - Website: <https://my.ipsins.com/claimsfnol>
 - Contact insurer directly (see policy section)"

RPSSCOT/SC/2016.07.22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): Area(s) Designated to Rex Allen Days
Name Of Person(s) Or Organization(s) (Additional Insured): The City of Wilcox
Additional Premium: \$10.00
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CITY OF WILLCOX
Council Action Form

Agenda Item: 10
Tab Number: 4

Meeting Date:

August 18, 2016

Action:

Resolution
 Ordinance
 Other

Subject: Street closure for
Willcox Flyer Bike Ride

To: Mayor and City Council

From: Galo Galovale, P.E., Public Works Director

Discussion: Roca Motion is requesting a street closure for the Willcox Flyer Bike Ride to be held on September 3, 2016 from 6:00 a.m. until 2:00 p.m. The closure will begin at the intersection of Railroad Ave. and Stewart St. and end at the intersection of Railroad Ave. and Maley Ave.

Recommendation: Approve street closure.

Fiscal Impact: N/A

Submitted by:



Galovale Galovale, Public Works Director

Approved by:



Ted Soltis, City Manager

Street Closure Request Form

Name of Applicant

Roca Motion (Brian + Melinda Nash)

Date of Request

April 6, 2016

Address

PO Box 1022

Phone Number

520.299.1966

Event or Event Sponsor for Street Closure

Willcox Flyer Bike Ride

Date(s) Requested for Street Closure

September 3, 2016

Times for Street Closure

6:00am - 2:00pm

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

Railroad Ave beginning at intersection of E. Stewart and continuing to the intersection of Maley.

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.

Melinda J Nash

Applicant Signature

April 6, 2016

Date

Hate Schickel

Received By

4/6/16

Date

PETITION TO CLOSE RAIL ROAD AVENUE

ON September 3, 2016
DATE

FROM 6:00am TO 2:00pm
START TIME END TIME

FOR THE PURPOSE OF Willcox Flyer Bike Ride
EVENT

REX ALLEN MUSEUM OK TO CLOSE Oliver Pope

WILCOX HISTORIC THEATER, OK TO CLOSE Gary Lind

RODNEY'S, OK TO CLOSE Robert Brown

FLYING LEAP, OK TO CLOSE Rebuda Seeface

FRIENDS OF MARTY ROBBINS, OK TO CLOSE Juanita Buehly

KEELING SCHAFER, OK TO CLOSE Jeanne Manwiller for Keeling Schaffer

GALLERY 94, OK TO CLOSE Chavez

BIG EX, OK TO CLOSE [Signature]

Willcox Commercial ok to close N/A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 520.226.4944 888.908.4982 Huachuca Mountain Insurance Agency P.O. Box 2976 Sierra Vista, AZ 85636	CONTACT NAME: Wade Temple PHONE (A/C, No, Ext): 520.226.4944 FAX (A/C, No): 888.908.4982 E-MAIL ADDRESS: huachucamtn@gmail.com PRODUCER CUSTOMER ID #:														
INSURED Willcox Chamber of Commerce & Agriculture 1500 Circle I Road Willcox, AZ 85643	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: The Hartford Casualty Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Hartford Casualty Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: The Hartford Casualty Insurance Company															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		<input checked="" type="checkbox"/>	59SBRU2242	01/01/16	01/01/17	EACH OCCURRENCE	\$ 2,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 4,000,000.00
	AUTOMOBILE LIABILITY						PRODUCTS - COM/OP AGG	\$
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	EXCESS LIAB							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)		Y/N				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER The State of Arizona Arizona Department of Transportation 2082 US HWY 70 Safford, AZ 85546	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2016-16

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY ARIZONA, "CITY", APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF WILLCOX AND COCHISE COUNTY, "COUNTY", FOR THE PROVISION OF ELECTION SUPPLIES AND SERVICES

WHEREAS, it is the mutual desire of the City and County to provide citizens within the region with all the necessary means and opportunity to participate in elections; and

WHEREAS, the County is in a position to assist the City in the elections process by providing election supplies and services; and

WHEREAS, pursuant to A.R.S. §11-952, the City and County have the authority to enter into an Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Willcox, Cochise County, Arizona, as follows:

SECTION 1: Approves the Intergovernmental Agreement between the City of Willcox and the County of Cochise for election supplies and services presented herewith as Attachment "A."

SECTION 2: The Mayor is authorized and empowered to execute this resolution.

SECTION 3: The City Manager is authorized to execute and implement the provisions of the Agreement on behalf of the City of Willcox.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 18th day of August, 2016.

APPROVED/EXECUTED:

ROBERT A. IRVIN, Mayor

ATTEST:

APPROVED AS TO FORM:

VIRGINIA A. MEFFORD, City Clerk

ANN P. ROBERTS, City Attorney

Attachment "A"

INTERGOVERNMENTAL AGREEMENT FOR ELECTION SUPPLIES AND SERVICES

THIS AGREEMENT is made and entered into this *first day August of 2016*, by and between COCHISE COUNTY (COUNTY), a political subdivision of the State of Arizona, and the City of WILLCOX (CITY), for certain election supplies and services;

WHEREAS, it is the mutual desire of the parties to provide citizens in the region with all necessary means and opportunity to participate in elections and exercise their right to vote;

WHEREAS, the COUNTY seeks to assist in the elections process by providing election supplies and services to cities, districts, or other governing bodies within the region;

WHEREAS, the COUNTY is willing to provide election services using a vote center model for election districts wishing to participate in the consolidated state primary and general elections, but will not provide election services to districts wishing to conduct vote-by-mail elections on the consolidated election dates for Primary and General elections;

WHEREAS, the COUNTY, as determined by a Resolution approved by the CITY, is willing to provide election services using either a vote center model or a vote-by-mail election for elections held on dates other than the consolidated state primary and general elections;

WHEREAS, the CITY wishes to enter into an agreement with the COUNTY for the provision of elections services subject to the terms and conditions set forth herein,

WHEREAS, the parties have authority to enter into an intergovernmental agreement to provide for election supplies and services pursuant to A.R.S. § 11-952 (Intergovernmental Agreements), A.R.S. § 11-251(41) (County Lease of Personal Property), A.R.S. § 41-2632 (Cooperative Purchasing) and A.R.S. Title 16 §§ 16-205(C), 16-225, or 16-408(D), (Elections and Electors), the parties agree as follows:

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and obligations herein set forth, the parties agree:

1. **COUNTY DUTIES.** The COUNTY agrees contingent upon receipt of a timely, specific request as provided in Paragraph 2(C), to provide the following election services:
 - A. Election equipment:
 1. Provide e-pollbook tablets (electronic poll register), touch-screen voting equipment and tabulation equipment at vote centers, for vote center model elections.
 2. Provide central election tabulation equipment for early ballots (or for vote-by-mail elections).
 3. Provide election reporting system.
 4. Provide signage and supplies (paper rolls for machines, tape, scissors, etc.).

- B. In-House programming services to include the following:
 - 1. Ballot layout & design, all ballot styles
 - 2. Program the operation of the voting equipment
 - 3. Program the operation of the tabulating equipment
 - 4. Program the operation of the election reporting module

- C. Elections administrative services to include the following:
 - 1. Obtain facilities for use as vote centers
 - 2. Recruit, train and oversee election poll workers to staff the vote centers, and such staff as needed for early boards, write-in boards, tabulation boards, etc.
 - 3. Conduct logic and accuracy tests of programs and equipment
 - 4. Provide ballots for vote-by-mail elections
 - 5. Deliver and pick up equipment, ballots, signage and supplies
 - 6. Provide abstract of results of tabulation to include total ballots cast within the jurisdiction; total votes for each candidate, question or proposition.

- E. Arrange for vote-by-mail services from vendor to include the following:
 - 1. Printing, folding, insertion and mailing of ballots and required notices

- F. Prior to or within ten (10) working days after the Cochise County Elections Officer receives notice, pursuant to Paragraph 2(C), that the CITY desires services, provide an estimate of the aggregate cost of the services and supplies.

2. CITY DUTIES. The CITY understands and agrees that:

- A. The CITY retains the primary responsibility for ensuring that its election is noticed, held and conducted in the manner required by applicable local, state and federal laws and that the COUNTY does not assume responsibility under this agreement for any aspects of this election other than those that are expressly stated in Paragraph 1.

- B. For any specific election for which the CITY desires services and supplies pursuant to this Agreement, the CITY shall pay to the COUNTY the amounts at the rates set forth on Exhibit A hereto.

- C. With respect to any specific election for which the CITY desires services and supplies pursuant to this Agreement, the CITY shall provide written notice of the election to the Cochise County Elections Officer at least one hundred and twenty (120) days prior to such election.

- D. The CITY shall inform the Cochise County Elections Officer in writing within ten (10) workings days after receiving the COUNTY estimate of the aggregate cost of elections services and supplies of the CITY'S acceptance or rejection of the COUNTY'S services and supplies. Acceptance by the CITY shall constitute agreement by the CITY to pay actual costs up to ten

percent (10%) over the estimate for the supplies and services provided, plus the actual cost of additional services provided, as set forth in **FEES**, below.

- E. The CITY shall provide the detail necessary to support the programming of the ballot to include the Wards or citywide districts for which elections are to be held, the offices to be listed on the ballot, the exact listing of the candidates' names to be included, the exact wording (in English and in Spanish) of any Proposition or ballot Question to be included on the ballot, using the **City Ballot Programming Request Form** supplied by the COUNTY (Exhibit B).
 - F. The CITY shall be responsible for the preparation, printing and distribution of the Publicity Pamphlet for a CITY election.
 - G. The CITY shall remit payment to the Elections Office in a timely manner or in any event within thirty (30) days of receipt of invoice. The CITY understands that they will be billed separately by the Recorder's office for staff time and/or any outside vendor utilized for ballot mailing services.
3. **FEES.** The CITY shall compensate the COUNTY for election services provided pursuant to this Agreement in accordance with the fees set forth in Exhibit A. The fee schedule is for base services only. Any additional services required by the CITY will result in additional charges. Additional services include, but are not limited to, the following:
- Hand count audit, court preparation, court appearances, supplemental mailings, recounts, or any service which will cause the COUNTY to incur increased costs or expenses.
 - If a recount/hand count is necessary, the CITY shall reimburse the COUNTY for administrative costs of conducting a recount at the rate of \$500 per contest/questions/proposition.
 - All other additional services will be billed based on actual costs, including staff time, materials, vendor services and equipment usage.
4. **TERM.** The term of this Agreement shall begin on August 1, 2016 and continue until December 31, 2017 provided that the Agreement shall be effective only when it is executed by all parties.
5. **INDEMNIFICATION.** To the extent permitted by law, each party to this agreement shall indemnify, defend and hold harmless the other party, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature which results from the act or omission of the indemnifying party, its agents, officers, employees or anyone acting under its direction, control or on its behalf, whether intentional or negligent.

6. **CANCELLATION DUE TO CONFLICT OF INTEREST.** Pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Agreement is subject to cancellation by the political subdivision or its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of such political subdivision is, at any time while the contract is or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

7. **NON-DISCRIMINATION.** To the extent required by law, each party to this agreement shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American with Disabilities Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4, and Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities.

8. **WORKER'S COMPENSATION.** An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any worker's compensation benefits which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

All employees are hereby notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

9. **NOTICE.** All written communications shall be addressed and mailed or personally served upon the parties, as follows:

To: COUNTY
Katie Howard, Director
Elections/Special Districts
1415 Melody Lane, Bldg A
Bisbee, AZ 85603

To: CITY
Virginia Mefford
City Clerk, Willcox
101 S. Railroad, Suite B
Willcox, AZ 85643

10. **GOVERNING LAW.** This Agreement shall be governed and interpreted by the laws of the State of Arizona.

11. **SAVINGS CLAUSE.** Should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect with those offending portions omitted.

12. **AGREEMENT MODIFICATION.** This Agreement may only be modified in writing and must be signed by both parties and their duly authorized agents.

13. BREACH. Failure by the COUNTY and/or CITY to provide the services/ material or to provide the documentation at the time and in the manner described in this Agreement shall constitute a breach of this Agreement.

14. WAIVER OF CONFLICT. The parties to this Agreement are aware that the County Attorney's Offices represents the Cochise County Elections Department, and may or may not also represent other party (for example, City, Special Districts, including but not limited to Flood, Fire or School Districts) to this agreement in this and other matters. By signing this Agreement each party specifically acknowledges that it is aware of a potential conflict of interest and specifically waives any such claim based upon legal counsels' representation of other parties to this Agreement.

15. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the parties to this Agreement.

APPROVED:

APPROVED:

COCHISE COUNTY

CITY

BY: _____
Richard Searle, Chairman
Cochise County Board of Supervisors

BY: _____
Robert A. Irvin, Mayor
City of Willcox

ATTEST:

ATTEST:

BY: _____
Arlethe Rios
Clerk of the Board of Supervisors

BY: _____
Virginia A. Mefford, City Clerk
City of Willcox

INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: Intergovernmental Agreement for election services and supplies between the City of Willcox and the County of Cochise for Elections held between January 1, 2016 and December 31, 2017.

Pursuant to A.R.S. Section 11-952, this Agreement has been reviewed by the undersigned attorney for Cochise County, who has determined that it is in proper form and is within the powers and authority granted, respectively, to the contracting bodies.

DATED this _____ day of _____, 2016.

Cochise County Attorney

By: _____
Britt Hanson
County Attorney

Pursuant to A.R.S. Section 11-952, this Agreement has been reviewed by the undersigned attorney for the City of Willcox, who has determined that it is in proper form and is within the powers and authority granted, respectively, to the contracting bodies.

DATED this 18th day of August, 2016.

By: _____
Ann P. Roberts, City Attorney

EXHIBIT A**COCHISE COUNTY****Election and Special District Charges****Effective November 14, 2015**

Pursuant to A.R.S. Sec. 11-251.08 and 48-819, following is the fee schedule for services provided to jurisdictions by Cochise County.

ELECTION SERVICES**Rate or Fee Per****FOR STANDARD COUNTY-WIDE ELECTIONS****ADMINISTRATIVE SERVICE FEES****\$ 500.00 Election**

(These services include consulting or assistance given the entity, any function performed on behalf of the contracting entity, conducting the logic and accuracy test and tabulation of ballots.)

BALLOT PROGRAMMING**\$ 50.00 Issue or
Candidate****BALLOT PRINTING – COUNTY-WIDE BALLOT****\$.42 Ballot****BALLOT PRINTING – SEPARATE BALLOT****Actual Cost****CANCELLATION FEE****\$ 250.00****RECOUNT/HAND COUNT****\$ 500.00 Each****FOR CONSOLIDATED ELECTIONS****ADMINISTRATIVE SERVICE FEES****\$1,400.00 Election**

(These services include consulting or assistance given the entity, any function performed on behalf of the contracting entity, conducting the logic and accuracy tests and tabulation of ballots.)

INSTRUCTION OF ELECTION BOARDS**\$ 75.00 Class****TRAVEL TO CLASS LOCATION****\$.42 Mile****ELECTION MANUAL****\$ 5.00 Copy****ELECTION PERSONNEL****\$ 12.00 Hour**

(Trouble Shooters, Office Temps, Delivery, Early and Night Boards)

VOTING BOOTHS	\$ 4.00	Booth
BALLOT BOXES AND SUPPLIES	\$ 50.00	Box
COUNTING SYSTEM ON SITE (Mi100 or AutoMark)	\$ 500.00	Each
MEMORY CARD BURNING	\$ 50.00	Per Card
PROVISIONAL BALLOT	\$.50	Per Prov
BALLOT PROGRAMMING, LAYOUT, PRINTING, INFORMATIONAL AND PUBLICITY PAMPHLETS	Actual Cost	
POSTAGE	Actual Costs	
MAPS	\$ 10.00	Each
RECOUNT/HAND COUNT	\$ 500.00	Each
<u>Election Board Workers:</u>		
INSPECTOR	\$ 125.00	Each
JUDGES, CLERKS, MARSHALL	\$ 100.00	Each
PREMIUM BOARD WORKERS	\$ 25.00	Add'l Pay
REQUIRED ELECTION CLASS	\$ 15.00	Per Person
MILEAGE FOR ELECTION WORKERS	\$.42	Mile
POLLING LOCATION RENTALS	Actual Cost	
TRUCK RENTAL	Actual Cost	
COPIES	\$.30	Each
MAPS	\$ 10.00	Each
OTHER SUPPLIES	Actual Cost	

7 Question #
OR Proposition
(English & Spanish)

Yes / No

[CONTENT OF Question or Proposition]:
[CONTENT OF Question or Proposition]:

8 Question #
OR Proposition
(English & Spanish)

Yes / No