



THE CITY OF CHANDLER CITY COUNCIL WILL MEET FOR A REGULAR SCHEDULED MEETING
TUESDAY, MARCH 11, 2014 IN THE CITY HALL OF CHANDLER, TEXAS AT 6PM

AGENDA

- A. CALL TO ORDER
- B. PLEDGE TO THE FLAG
- C. INVOCATION
- D. ROLL CALL AND ANNOUNCE IF A QUORUM IS PRESENT
- E. AGENDA CHANGES

VISITORS/CITIZENS FORUM: At this time, any person (Limited to the first five to sign up, each will be allowed 3 minutes). with business before the Council not scheduled on the agenda may speak to the Council. **No formal action may be taken on these items.**

F. REGULAR SESSION: Subjects to be discussed or upon which any formal action may be taken are as follows:

1. Consider and act on Economic Development Corporations recommendation to allocate funds for Winchester Park.
2. Consider and act on Economic Development Corporations recommendation to allocate funds for Sawmill Road Construction Project.
3. Consider and act on agreement between City of Chandler and the BMC Baseball League.
4. Consider and act on Resolution No. R-03112014 for temporary vending of beer and/or wine during Riverfest 2014 located at River Park.
5. Consider and act on appointing Presiding and Alternate Presiding Election Judges for the May 10, 2014 General Election.
6. Consider and act on hourly wages to pay Election workers.
7. Consent Agenda: All matters listed under "Consent Agenda" are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.
 - a. Minutes as written for Regular Council Meeting of February 11, 2014
 - b. Minutes as written for Special Council Meeting of February 18, 2014
 - c. February Financial Report
 - d. February Police Report

G. Adjournment

In compliance with the Americans with Disabilities Act, the City of Chandler will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Shirley Parmer, City Secretary at 903 849-6853.

CERTIFICATION

I certify that a copy of the March 11, 2014, agenda of items to be considered by the Chandler City Council was posted on the City Hall bulletin board on March 6, 2014.

Shirley Parmer, City Secretary

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 20____.

Title



CITY OF CHANDLER

Staff Report

PROJECT: EDC Funds for Winchester Park

DATE: Council: 3/11/14

REQUEST: Review and act on the EDC recommendation for authorizing \$18,500 for Winchester Park Improvements.

OVERVIEW: In the summer of 2013, the EDC Board approved \$125,000 for one-half the cost of a 7500 sq. ft. pavilion at Winchester Park. This project was awarded to the contractor in February. However, additional electrical work is required to bring power to the new building.

In addition, the Park Board is proposing to host 7 non-league tournaments at Winchester, which will bring economic development to the City, but it requires the completion of Field #5.

To complete both of these projects the EDC is proposing to fund the following work.

1. Outside electrical for pavilion -	\$6,108
2. Concrete for Field #5 -	\$6,898
3. Dugout Covers for Field #5 -	\$1,800
4. In-field dirt for Field #5 -	\$600
5. In-field tractor work for Field #5 -	\$1,500
6. <u>Scoring Table for Field #5 -</u>	<u>\$1,500</u>
Total	\$18,500

The EDC has voted to authorize this expenditure and will hold its required public hearing prior to Council. Council is required to act on this expenditure before it can be authorized.

RECOMMENDED ACTION: Review and act on the expenditure of EDC funds in the amount of \$18,500 as outlined above.

ATTACHMENTS: None



CITY OF CHANDLER

Staff Report

- PROJECT:** EDC Funds for the completion of Sawmill Road
- DATE:** Council: 3/11/14
- REQUEST:** Review and act on the EDC recommendation for authorizing \$31,400 for changes to the Sawmill Road project.
- OVERVIEW:** In November 2013, the EDC Board approved \$145,000 for the Brookshire's expansion project. In January 2014, \$50,451 of this was used to purchase land as part of an agreement with Brookshire's to acquire ROW for Sawmill Road. The remainder of this money, \$94,549, is for the construction of the road.
- Required changes to the design have caused a need for the approval of additional funds in the amount of \$56,690. Of this amount, the city utility funds will cover \$25,290 and the EDC proposes to expend \$31,400.
- These changes are due to a requirement of TxDOT for additional width of the intersection with SH 31 to 36 feet and the requirement for a storm drain to be constructed to tie into the TxDOT storm drain in SH 31. Additionally a sidewalk is required on the east side of Sawmill Road.
- The EDC has voted to authorize this additional expenditure and will hold its required public hearing prior to Council. Council is required to act on this expenditure before it can be authorized.
- RECOMMENDED ACTION:** Review and act on the expenditure of EDC funds in the amount of \$31,400.
- ATTACHMENTS:** None



CITY OF CHANDLER

Staff Report

- PROJECT:** Annual Agreement with BMC Youth Baseball League
- DATE:** Council: 2/11/14 & 3/11/14
- REQUEST:** Review and act on an Annual Agreement with BMC Youth Baseball League.
- OVERVIEW:** Since the last time this agreement was presented to the City Council a meeting was held between the Mayor, City Administrator, Parks Board President and the past and current president of the BMC organization. During this meeting compromises were reached that allows all parties involved to support the draft agreement as presented.
- The focus of the discussions revolved around the operation of the concession stand. The primary reason for the proposed changes in concession operation has to do with the fact that beginning in the Fall 2014 season the city expects to be operating two concession stands, some of which will not be associated with baseball. This will require the city to take more responsibility for their operation.
- Under this agreement the operation of the concession stand will stay the same as in past seasons until the Fall 2014 season. When the new Pavilion Concession Stand is operational the Parks Board, in partnership with the BMC organization, will operate both concession stands and will split the profits during the times of baseball games with the BMC Association 50/50.
- RECOMMENDED ACTION:** Review and act on the draft Agreement between the City of Chandler and the BMC Youth Baseball Association.
- ATTACHMENTS:** Proposed Agreement

THIS IS AN AGREEMENT made as of March 11, 2014 between:

CITY OF CHANDLER, TEXAS (LESSOR)
BMC YOUTH BASEBALL AND SOFTBALL LEAGUE (LESSEE)

- 1. PARTIES:** The parties to this Lease are the City of Chandler, Texas, (Lessor) and the BMC Youth Baseball and Softball Leagues (Lessee).
- 2. LEASE:** Lessor leases to Lessee the Baseball Fields at Winchester Park.
- 3. TERM:** The term of this Lease commences on the 1st day of February 2014, and is in full effect and valid for one year. Each party, upon agreement, may renew or amend this Lease upon each anniversary date.
- 4. USE OF PROPERTY:** Lessee shall have the right to use and occupy the property subject of this Lease during the youth Fall and Spring baseball/softball seasons. The Fall season is September 1, 2014 to November 15, 2014. The Spring season is April 1, 2014 to July 31, 2014. Lessee agrees that the property will not be used Labor Day weekend or the second weekend of October (Pow Wow). When the property is not scheduled for use by Lessee, Lessor may use, lease, or sublease the property as it desires. Lessor or the Parks Board may also schedule up to two weekends during the Spring season and up two weekends during the Fall season for special events or tournaments if dates are identified to Lessee prior to game schedule being developed. The Parks Board will have first right to act as organizer of any Select/Elite Tournaments.
- 5. CONDITION OF PROPERTY:** Lessee accepts property in the condition and state of repair at commencement of the Lease term, and Lessor shall not be obligated to pay any repairs or improvements. Upon termination, Lessee shall surrender the property to the Lessor in its current condition except normal wear and tear and loss by fire or other casualty.
- 6. ALTERATIONS:** Lessee may not paint or make any permanent improvements or place any permanent fixtures on/in the property without prior written consent of Lessor. Any additional permanent improvements or permanent fixtures placed on the property shall become the property of Lessor.
- 7. INSPECTIONS:** During the lease term, Lessor may enter the property at all reasonable times to inspect the property.
- 8. LAWS:** Lessee shall obey all applicable laws, restrictions, ordinances, rules, and regulations with respect to the property.
- 9. REPAIRS AND MAINTENANCE:** Lessee shall bear all expense of repairing and maintaining the property during Lessee use. Lessee shall repair at the expense of Lessee any damage to the property caused directly or indirectly by the acts or omissions

of the Lessee or any other person therein or thereon by the consent, invitation, or sufferance of the Lessee. Repairs shall be completed promptly.

10. INDEMNITY: Lessee hereby indemnifies, and shall pay, protect, and hold Lessor harmless from and against all liabilities, losses, claims, or causes of actions, and expenses connected therewith (including reasonable attorney's fees) arising or alleged to arise, from or in connection with (a) any injury to, or the death of, any person or loss or damage to property on or about the leased property arising from or connected with the possession, use, condition, occupancy, maintenance, or repair of the leased property caused by or as a result of any act, error, or omissions, by Lessee or its employees, agents, servants, or representatives, or (b) any violation of this Lease or of any legal requirements. Lessee will resist and defend, at its sole expense, any action, suit, or proceeding brought against Lessor by reason of any occurrence. The obligations of Lessee under this section shall survive any termination of this Lease.

11. INSURANCE: Lessor and Lessee shall maintain such insurance on the improvements and property as each party may deem appropriate during the term of this Lease. Lessee shall give Lessor a certificate evidencing the existence of such coverage at all times.

12. NON-PROFIT: Lessee shall conform to all the State and Federal rules and laws associated with non-profit status and will provide Lessor with annual proof of such status.

13. DEFAULT: If Lessee fails to perform or observe any provision of this Lease and fails to remedy same within three (3) days after notice by Lessor, Lessee shall be in default under this Lease.

14. TERMINATION: This Lease shall terminate upon expiration of the term or upon Lessee's default under this Lease. Upon termination, Lessee shall vacate the property.

15. ATTORNEYS FEES: If Lessor or Lessee is a prevailing party in any legal proceeding brought under or with relation to this Lease, such party shall be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. ENTIRE AGREEMENT: This Lease constitutes the entire agreement of the parties hereto. No modification or amendment of any of the terms or the provision herein may be made otherwise than by written agreement signed by the parties hereto.

17. LAW OF GOVERNING: This Lease shall be construed and interpreted according to the laws of the state of Texas. Venue of any litigation shall be in Henderson County, Texas.

18. CONSULT YOUR ATTORNEY: This is intended to be a legally binding

contract. Read it carefully. If you do not understand the effect of this contract consult your attorney before signing.

19. **CONDITION OF LEASED PREMISES:** A Lessee acknowledges and agrees that it has inspected the property and agrees to accept same in its present condition, "as is" and "with all faults."

BASEBALL CONCESSION STAND AND PAVILION CONCESSION STAND:

The Parks Board will have oversight over both concession stands and will partner with Lessee in their operation at times of BMC League play. For the 2014 Spring season the Lessee will have sole rights and responsibilities for the operation, staffing and supplying of the Baseball Concession Stand. For the Spring season the Lessee will have 100% rights to all profits from the Baseball Concession. Lessee will pay ten thousand (\$10,000) to Lessor from the profits made on the property. Payments will be made according to the following schedule:

June 15th – minimum payment of two thousand dollars (\$2000)

July 15th – minimum payment of two thousand dollars (\$2000)

August 15th – the balance of ten thousand dollars (\$10,000)

Beginning in the 2014 Fall Season, if the Pavilion Concession is operational, the Parks Board will assume all rights and responsibilities over operation and supplying both concession stands. The Parks Board will partner with the Lessee in the operation and staffing both concession stands on times of BMC league play. Net profits from both concession stands for all times during BMC League play will be split 50/50 between the Parks Board and the Lessee. If the Pavilion Concession is not operational at the beginning of the 2014 Fall Season, the agreement will revert back to the operating agreement as identified for the 2014 Spring Season.

Pre-season tournaments – Lessee will be the sole beneficiary of Concession proceeds, as well as, responsible for all associated costs and labor.

Post-season tournaments - Lessee will be split 50/50 all concession stand proceeds with the Parks Board. The Lessee will also split all concession related costs and labor with the Park Board.

Non-League tournaments – The Parks Board will be the sole beneficiary of Concession proceeds, as well as, responsible for all costs and labor.

20. **FINANCIAL TERMS:** For the 2014 Spring season Lessee shall pay Lessor \$75 per team. For the 2014 Fall season Lessee shall pay Lessor \$50 per team.

21. **FIELD LIGHTING:** Field lighting will be used only during the regular season, with the exception of pre-season tournaments and for practice sixty (60) days prior to the first day of the season. Lights for practice are for league team use only and will be from dusk until nine thirty (9:30) pm.

All other teams wishing to use the lights for practice will be charged a fee of Thirty-Five dollars (\$35) per hour. Practices without lights for non BMC league practices will be Twenty Five dollars (\$25) per hour.

Failure to have lights off by nine forty (9:40) pm will result in the use of the lights being discontinued.

Executed this _____ day of _____, 2014

LESSOR:

City of Chandler,
Designated Representative

LESSEE:

BMC Youth Baseball and Softball League
Designated Representatives



CITY OF CHANDLER

Staff Report

PROJECT: Resolution R-03112014 for RiverFest Alcohol Permit

DATE: Council: 3/11/14

REQUEST: Review and act on request from the Chandler Chamber of Commerce to authorize a one day permit to sell beer at River Park in conjunction with RiverFest.

OVERVIEW: The Chandler Chamber of Commerce is hosting RiverFest, a new festival at River Park on May 17th. One of the main draws to the event is proposed to be a crawfish boil. As a part of this crawfish boil the Chamber of Commerce is requesting the City Council approve the ability to sell and consume beer in a designated fenced area at the park in accordance with the rules outlined in the attached resolution.

The City Code, Section 19-2 - Alcohol Sales, addresses the consumption of beer at a city park and provides for the ability of City Council to authorize an event for alcohol consumption. This section of the ordinance is listed below:

6. Consumption of Alcoholic Beverage and Possession of an Open Container on a Public Park or Near Public or Private Schools; Exception

- a. A person commits an offense if the person possesses an open container or consumes an alcoholic beverage on a public park.
- b. A person commits an offense if the person possesses an open container or consumes an alcoholic beverage on a public street, public alley, public sidewalk or public park and is within 1,000 feet of the property line of a facility that is a public or private school including a parochial school that provides all or any part of pre-kindergarten through twelfth grade.
- c. This section does not apply to the possession of an open container or the consumption at an event duly authorized by the City Council and held in compliance with all other applicable provisions of this ordinance.

RECOMMENDED ACTION: Review and act on Resolution #R-03112014.

ATTACHMENTS: Resolution R-03112014

RESOLUTION NO. R-03112014

A RESOLUTION OF THE CITY OF CHANDLER, A MUNICIPAL CORPORATION OF THE STATE OF TEXAS, TO ALLOW FOR THE TEMPORARY VENDING OF BEER AND/OR WINE IN RIVER PARK UNDER SPECIFIC REGULATIONS AND UNDER CERTAIN LIMITED CONDITIONS PURSUANT TO CHANDLER CITY CODE SECTION 19-2 ALCOHOL SALES; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, Chandler City Code, Section 19-2 Alcohol Sales, prohibits the possession of alcoholic beverages while present in a public park in the City of Chandler, Texas (hereinafter "City" or "the City") except in accordance with specific regulations adopted by Council; and

WHEREAS, RiverFest (hereinafter "the Permitted Event") is an event sponsored by the Chandler Chamber of Commerce (hereinafter "the Event Sponsor"), intended to promote community fellowship; and

WHEREAS, Council wishes to allow for the vending and responsible consumption of beer, and/or wine, under certain conditions contained herein and during limited hours during the Permitted Event; and

WHEREAS, Council wishes to prohibit the sale, and/or consumption of liquor, during the Permitted Event; and

WHEREAS, Council believes the regulations contained herein are appropriate; and

WHEREAS, Council believes that the specific regulations contained herein balance health and safety concerns of citizens with the desire to promote responsible use of beer and wine; and

WHEREAS, Nothing contained in this Resolution is intended to waive other laws and regulations applicable to the sale and consumption of alcohol within the City limits; and

WHEREAS, Nothing contained within this Resolution is intended to endorse or support any particular belief, philosophy, or political position of the Event Sponsor or of the Permitted Event, and/or its affiliates, associations, contributors, supporters, participants, etc.;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Chandler, Texas as follows:

SPECIFIC REGULATIONS ON THE SALE AND/OR CONSUMPTION OF BEER AND/OR WINE DURING RIVERFEST 2014:

Intent:

This Resolution is intended to allow the sale and consumption of beer and wine only (and not liquor), pursuant to these specific regulations and is not intended to amend or expand the Chandler City Code or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the Permitted Event. This Resolution is not a waiver of any State, County, or local requirement of a permit or licensure related to sales and/or distribution of alcohol. This Resolution shall

not establish precedent, nor shall it **apply to any event** other than the Permitted Event held on the 17th day of May, 2014 from 10:00am to 5:00pm local time.

Liability, Insurance and Safety:

1. No less than ten (10) days prior to the Permitted Event, at which the licensed vendor will sell beer and wine, the Event Sponsor shall deliver to the City Secretary one (1) copy of written proof that the licensed vendor has current, paid up, off-premise alcoholic beverage liability insurance, or special event insurance, in an amount not less than One Million Dollars (\$1,000,000) combined single limits.
2. No less than ten (10) days prior to the first activity of the Permitted Event herein described, the Event Sponsor shall deliver to the City Secretary one (1) copy of written proof that the Permitted Event has obtained current, paid up, general liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits. Such general liability insurance or special event insurance policy shall be primary to any other insurance related to these events and to that of any potential party subject to a claim related to the Permitted Event.
3. City shall be named as an additional insured on the insurance policy of the licensed vendor.
4. No less than ten (10) days prior to the Permitted Event herein described, the Event Sponsor shall deliver to the City Secretary the signed original of the agreement, attached as Exhibit "A", with City to defend, hold harmless and indemnify City of Chandler, Texas, its agents, servants, employees, officers and contractors from any and all claims, causes of action, or damages which may arise from the Event Sponsor use of the Park premises.
5. The Chandler Police Chief, or designee, is hereby empowered to order the immediate cessation of all activities allowed under this Resolution at any time he reasonably determines that it is in the best interest of City to do so. There shall be no appeal from a determination by the Chandler Police Chief, or his designee, to terminate all or part of the Permitted Event.

Vendor:

1. There shall be only one (1) licensed vendor of beer and/or wine at the Permitted Event;
2. All alcoholic beverages shall be sold only by a licensed vendor.
3. Licensed vendor shall obtain and shall comply with all alcohol related laws and regulations;
4. The City shall play no role in determining which vendor shall be selected to sell beer/wine beverages in the Park during the Permitted Event; described herein.
5. The vendor shall provide at least two (2) persons to check proper identification for those who shall be sold beer and wine during the Permitted Event. These persons shall be clearly identified and shall be stationed no less than ten feet (10') from the vendor's sales or dispensing counter,

6. The Event Sponsor shall provide at least two (2) law enforcement officers to provide security for the Permitted Event. Such officers shall be clearly identified as such and shall be on duty at all times beer/wine is being served during the Permitted Event. The Event Sponsor shall have sole discretion on who will provide security at the Permitted Event and shall be responsible for all payment and costs associated with such security services.
7. The Event Sponsor and City both specifically understand and acknowledge that the Event Sponsor shall be solely responsible for any and all liability resulting from action or inaction, and/or negligence, and/or gross negligence by security provided by the Event Sponsor for the Permitted Event.

Sales and Consumption:

1. No less than (10) days prior to the Permitted Event at which the licensed vendor will sell beer/wine, the Event Sponsor shall deliver to the City Secretary three (3) copies of a site map which shall be drawn to show the locations of: (a) the beer/wine vendor location in the park; (b) the permitted Event boundary barricade, sales and/or dispensing area, entry and exit points; (c) identification checking station; and (d) food sales and service areas. Said site design and any subsequent alterations shall be approved in writing by Chandler City Administrator and by the Chandler Chief of Police prior to the Permitted Event.
2. All beer/wine sales and consumption shall take place within the Permitted Event area designated by the Event Sponsor and as shown on the site map required by this Resolution;
3. The designated sales and service area shall be physically separated from the rest of the Park by a barricade which is no less than four feet (4') tall and which is constructed so no person can pass under, over, or through it except at established entry and exit points located, as shown, on the site map required by this Resolution. All sales, dispensing, service, and consumption shall take place inside the approved barricade;
4. Food sales and service may be located inside and/or outside of the approved barricade;
5. No person shall be allowed to purchase, consume or possess alcohol other than within the designated sales and service area as shown on the map required by this Resolution;
6. Every occupant within the designated sales and service area who carries and/or consumes beer or wine shall be required to provide identification to law enforcement officers or City employees who request it.
7. Beer/Wine shall be sold and consumed only within the designated areas at the Park, only between the hours of 10:00 a.m. an 5:00 p.m. local time, on the 17th day of May, 2014;
8. No person shall buy or consume an alcoholic beverage within the Park which is not purchased or dispensed from the licensed vendor at the Permitted Event and consumed within the approved consumption area. Consumption of alcohol within the Park and outside of the approved consumption area shall be considered a violation of the City's open container ordinance.

Failure to Comply

Failure to comply with this Resolution shall expose any such person to all relevant civil and criminal consequences and may result in denial of subsequent applications for alcohol permits in public parks for a period of no less than five (5) years.

PASSED AND APPROVED by the Mayor of the City of Chandler, Texas this 11th day of March, 2014.

Mayor Ann Hall

Date

City Secretary, Shirley Parmer

Date

Signature of Authorized Representative:

I, _____ as the authorized representative of the Event Sponsor have read, understood, and agree to fulfill all of the conditions and obligations set forth in this Resolution.

Signature

Date

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF HENDERSON

On this _____ day of _____, 2014, before me, a Notary Public in and for the said State, appeared _____ known to me to be the person named and acknowledged that he/she executed the foregoing document as the duly authorized representative for RiverFest.

Notary Public for the State of Texas

Commission Expires _____

Attachment A

AGREEMENT TO DEFEND, TO HOLD HARMLESS AND TO INDEMNIFY BETWEEN CITY OF CHANDLER, TEXAS AND CHANDLER CHAMBER OF COMMERCE (EVENT SPONSOR)

THIS AGREEMENT TO DEFEND, TO HOLD HARMLESS AND TO INDEMNIFY, between City of Chandler, Texas (hereinafter "CITY") and the sponsor of the event, Chandler Chamber of Commerce, is made and enter into this _____ day of March, 2014.

WHEREAS, Resolution No. R-03112014 of the City of Chandler, Texas passed and approved on the 11th day of March, 2014 provides, in part, for the person(s), and or group holding the approved event, to enter into an agreement with City to defend, hold harmless and indemnify CITY, its agents, servants, employees, officers and contractors from any and all claims, causes of action, or damages which may arise from the sponsor's use of CITY park premises for the approved event; and

WHEREAS, this Agreement meets such requirement;

NOW, THEREFORE, CITY AND Chandler Chamber of Commerce, agree as follows:

AGREEMENT TO DEFEND, HOLD HARMLESS, AND INDEMNIFY;

Chandler Chamber of Commerce, through its duly and specifically authorized agents, hereby releases CITY and agrees, contracts and covenants not to bring suit, and agrees to defend, hold harmless and indemnify CITY, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by Chandler Chamber of Commerce's own agents, officers, employees and representatives to which Chandler Chamber of Commerce might otherwise be immune, arising from the RiverFest event scheduled to occur May 17, 2014, permitted under the terms of Resolution No. R-03112014, except for claims based upon the sole negligent intentional act of CITY.

Chandler Chamber of Commerce expressly agrees that this indemnity provision extends to any and all claims for injury, sickness or death of any person, including officers, employees, agents and representatives arising out of, related to, or caused by the presence, dispensing, sale, gift, or ingestion of alcohol by Chandler Chamber of Commerce or its officers, employees, agents and representatives including, but not limited to, the caterer and/or vendor of alcohol during the Chamber of Commerce Park event.

Inspection, review and/or acceptance, by the City of any activity performed by, or during Riverfest, or any activity or non-activity by CITY police officers, or other officers, employees, agents or representative of CITY, shall not be grounds for avoidance of any of the covenants of defense, indemnification or hold harmless by Chandler Chamber of Commerce on behalf of CITY contained in this Agreement.

SIGNED this _____ day of _____, 2014

CHANDLER CHAMBER OF COMMERCE



CITY OF CHANDLER

Staff Report

PROJECT: General Election – Appointing Election and Alternate Election Judges
Setting Election Workers hourly wages

DATE: Council: 3/11/14

REQUEST: Appoint Election Judges and set hourly wages.

OVERVIEW: Rick Ford and Nelda Horton have served the city in this capacity for many years, and are aware of Election procedures.

The hourly wage was increased last year to \$8.50. Election workers are at the polls from approximately 6am-8pm (if there are no problems).

RECOMMENDED ACTION: Approve Rick Ford as Election Judge and Nelda Horton as Alternate Election Judge.

Approve \$8.50 as rate of hourly wages. (Same as last year)

ATTACHMENTS: None