

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ HELD ON THIS 1<sup>st</sup> DAY OF MAY, 2014**

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

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

**PRESENT**

- Mayor Robert A. Irvin
- Vice Mayor Bill Holloway
- Councilman Elwood A. Johnson (arrived at 6:34 pm)
- Councilman Gerald W. Lindsey
- Councilwoman Monika Cronberg
- Councilman Earl Goolsby
- Councilman William "Bill" Nigh

**STAFF**

- City Manager Ted Soltis
- City Clerk Virginia Mefford
- City Attorney Ann P. Roberts
- Finance Director Ruth Graham
- ~~Police Chief Glenn Childers~~
- Library Director Tom Miner

**PLEDGE OF ALLEGIANCE TO THE FLAG** - Led by Mayor Irvin

**CALL TO THE PUBLIC**

Mr. Rob Jones thanked Council for supporting the Library and noticed street improvement around town.

City Attorney Ann Roberts made a public announcement about the upcoming City Council election. The primary election will be held on August 26, 2014. If required, a general election is required, it will be held on November 4, 2014. The candidate packets may be picked up at City Hall in the City Clerk's office. The due date for turning in the packets is May 28, 2014, on or before 5:00 p.m. Voter registration deadline for the primary election is July 28, 2014; the deadline for general election is October 6, 2014.

Mr. Alan Baker thanked Council for painting the Visitor Center; staff did a great job.

Ms. Connie Dunham invited the Council to the Run for the Wall event to be held on May 15, 2014.

**DECLARATION ON CONFLICT OF INTEREST** – None

**ADOPTION OF THE AGENDA**

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

**SECONDED:** Councilmember Goolsby

**MOTION CARRIED**

**APPROVAL OF MINUTES OF THE REGULAR MEETING OF APRIL 17, 2014.**

**MOTION:** Vice Mayor Holloway made a motion to approve the minutes.

**SECONDED:** Councilmember Lindsey

**MOTION CARRIED**

**UNION PACIFIC RAILROAD GRANT RECIPIENTS IN WILLCOX - ZOE RICHMOND**

Mayor Irvin presented three grant checks in the amount of \$5,000 each from Union Pacific Railroad. One went to the Willcox Historic Theater and was accepted by Gary Clements; one went to the Rex Allen Cowboy Museum and was accepted by Alfred Telles; and, the last one went to the City of Willcox and was accepted by Connie Dunham on behalf of the City of Willcox.

**PROCLAMATION - NATIONAL DRUG COURT MONTH**

Mayor Irvin presented the National Drug Court Month Proclamation to City Attorney Ann Roberts; she thanked all present.

**PROCLAMATION - MUNICIPAL CLERKS WEEK**

Mayor Irvin presented the Clerk's Week Proclamation to City Clerk Virginia Mefford; she thanked all present.

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND  
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ  
HELD ON THIS 1<sup>ST</sup> DAY OF MAY, 2014**

**FINANCIAL REPORT**

Finance Director Ruth Graham gave a financial report. Councilmember Lindsey pointed out that the golf course was subsidized by the City before taking it over. It is starting to look nice and it is paying off.

**CITY MANAGER REPORT**

He announced a new concrete pad was installed under the pavilion at Quail Park. Staff provided the in-kind labor and did a great job. He also thanked the various rodeo organizations that contributed to the project.  
He announced that one of the baseball fields at Quail Park received a new scoreboard donated by the baseball organization. He thanked them and staff for the cooperative effort.  
He announced that a server and backup server were installed at City Hall. He thanked Tech Support from the school. He said they have been doing a wonderful job and have saved the City money.  
He gave an update on the airport master plan committee project.  
He noted the Municipal Code book is now complete and is available online.  
He attended the SEAGO meeting in Benson.  
He announced Kevin Hagerich has accepted the position as Public Works Director.  
He announced the 2014 Willcox Arizona High School and Junior High School rodeo sent a thank you card to the Council for all they do for their organization.  
He announced the League of Arizona Cities and Towns conference will be held in Phoenix. If anyone would like to attend, please let the City Clerk know so she can make arrangements.  
He reported on the police department on behalf of Chief Childers. A new prescription drug disposal unit was put in; it is located right outside of the Police Department. A fire chief meeting was held in Willcox with about 64 people attending the meeting. Safety Day will be held on May 9, 2014, at the TA.  
Tom Minor announced the completion of the library renovation and invited the Council to attend the Open House. He gave a brief overview on all the events.

**COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS**

Councilmember Nigh stated he tried to buy coveralls locally, but could not find anyone selling them; he is trying to buy local.  
Councilmember Johnson stated The Run for the Wall is appreciated by all the veterans and bike riders who attend. They were in awe of seeing all the flags on Rex Allen Drive; they had never seen that before.

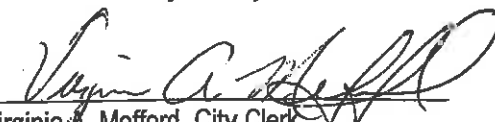
**ADJOURN**

Being no further business before the Mayor and Council, the meeting was adjourned at 7:54 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 1<sup>ST</sup> day of May 2014. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 1<sup>st</sup> day of May 2014

  
Virginia A. Mefford, City Clerk

PASSED, APPROVED AND ADOPTED this 15<sup>th</sup> day of May 2014.

\_\_\_\_\_  
MAYOR ROBERT A IRVIN

ATTEST:

Date signed: \_\_\_\_\_

\_\_\_\_\_  
City Clerk Virginia A. Mefford

**CITY OF WILLCOX**  
**Request for Council Action**

**Agenda Item:** 8  
**Tab Number:** 2

<b>Date Submitted:</b> May 8, 2014	<b>Action:</b> <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal <input checked="" type="checkbox"/> Other	<b>Subject:</b> Willcox Elks Lodge is requesting waiver of fees for the swimming pool on July 4 <sup>th</sup>
---------------------------------------	---	---

**To:** Mayor and City Council

**From:** Oscar Hudson, Parks Supervisor

**Discussion:** The Willcox Elks Lodge is holding their annual swim meet on July 4, 2014 from 7:00 a.m. until 1:00 p.m. at the Willcox swimming pool. This event is open to the public.

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

**Fiscal Impact:** ~\$672.00 (lifeguard fee for 6 hours).

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

**Approved By:** Oscar Hudson  
Oscar Hudson, Parks Supervisor

**Approved By:** Ted Soltis  
Ted Soltis, City Manager



CITY OF WILLCOX, COCHISE COUNTY, ARIZONA  
Facilities Use Agreement

This Agreement made this 7 day of May, 2014  
between Willcox Elks Lodge ("PARTICIPANT") and  
the City of Willcox through the City Public Works Department ("CITY") for the use of the  
City owned facilities by a private organization.

**ARTICLE I -- TERM OF AGREEMENT:**

The term of this agreement shall be July 4, 2014, through  
July 4 2014, unless earlier terminated by either party.

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

7:00 Am start time 1. pm end time

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

**ARTICLE II -- CITY OWNED FACILITIES:**

This agreement shall be for the use of Pool  
(facility and area/s)

to be used for Swim meet  
(type of event)

to be used by Willcox Elks Lodge For Public  
(example: public, family, friends)

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

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

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

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

**ARTICLE III -- INDEMNIFICATION AND INSURANCE**

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



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

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

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

#### ARTICLE IV -- MISC. PROVISIONS:

##### **CANCELLATION FOR CONFLICT OF INTEREST**

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

##### **NONASSIGNABILITY**

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

##### **RIGHTS/OBLIGATIONS OF PARTIES ONLY**

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

##### **NOTICE REQUIREMENTS**

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

If to the CITY:

City of Willcox, Public Services and Works  
250 N. Railroad Avenue  
Willcox, Arizona 85643

If to the PARTICIPANT:

Name: Willcox Elks Lodge

E-Mail Address: \_\_\_\_\_

Organization: Willcox Elks Lodge

Contact Phone Number(s): (520) 507 4258 (520) 384-2131

Mailing Address: Stewart Willcox AZ 85643  
City State Zip Code





**SEVERABILITY**

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

**ENTIRE AGREEMENT**

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

**GOVERNING LAW**

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

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

**CITY OF WILLCOX, COCHISE COUNTY, ARIZONA**

[Signature]  
Signature

5-7-14  
Date

Oscar Hudson  
Printed Name

Facilities & Parks Supervisor  
Title

**PARTICIPANT**

[Signature]  
Signature

5-7-14  
Date

DAVID BEATTY  
Printed Name

Trustee  
Title



**Attachment "B"**  
**Keillier Park Checklist**

The Participant agrees to perform the following tasks:

<p><b>General</b></p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Obtain appropriate keys one business day prior to the event, by 3:30PM.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Return keys within two (2) business days of event conclusion.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Learn how to use ball field lights.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Learn how to use infield irrigation.</p> <p><b>Prepare Ball Fields</b></p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Place Chalk Lines</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Verify Base Placement</p> <p><b>Vender(s)</b></p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Request to waive requirement for all vendors to have individual permits.</p>	<p><b>Cleaning</b></p> <p>Cleaning consists of removing all litter,, sweeping and mopping concession stand and tying up garbage bags and placing them in the dumpster. All areas should be left in the same or better condition as received.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Clean Restrooms</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Clean Dugouts</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Clean Ball Field Concession Stand</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Fill in holes in batter's box</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Fill in holes at all bases</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Fill in holes in front of pitcher's mound</p> <p><b>If Serving Alcohol</b></p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Obtain Special Event Liquor License with the Arizona Department of Liquor.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Provide Liquor Liability Insurance in the amount of \$1,000,000 naming the City of Willcox as additionally insured.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Provide Security approved by Willcox Public Safety Department.</p>
---	---

- 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



**CITY OF WILLCOX  
Request for Council Action**

Agenda Item: 9  
Tab Number: 3

<b>Date Submitted:</b> May 8, 2014	<b>Action:</b> <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal <input checked="" type="checkbox"/> Other	<b>Subject:</b> Rex Allen Days Inc. is requesting waiver of fees for a softball tournament.
---------------------------------------	---	---

**To:** Mayor and City Council

**From:** Oscar Hudson, Parks Supervisor

**Discussion:** Rex Allen Days Inc. is requesting a waiver of fees for a co-ed softball tournament at Quail Park, fields 1 and 2. The event will be held on September 27<sup>th</sup> and 28<sup>th</sup> from 6:00 a.m. until 12:00 p.m. The softball tournament will be open to the public.

The only fee for this event is a "Reservation Deposit" in the amount of \$50.00. The deposit is returned provided the event is not cancelled "within five (5) days of the activity."

**Recommendation:** Do not waive the refundable "Reservation Deposit."

**Fiscal Impact:** \$0

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

**Approved By:** Oscar Hudson  
Oscar Hudson, Parks Supervisor

**Approved By:** Ted Soltis  
Ted Soltis, City Manager



CITY OF WILCOX, COCHISE COUNTY, ARIZONA  
Facilities Use Agreement

This Agreement made this 2 day of May, 20 14  
between RAD, Inc ("PARTICIPANT") and  
the City of Willcox through the City Public Works Department ("CITY") for the use of the  
City owned facilities by a private organization.

**ARTICLE I -- TERM OF AGREEMENT:**

The term of this agreement shall be 27<sup>th</sup> Sept, 20 14, through  
28<sup>th</sup> 20, unless earlier terminated by either party.

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

6 am start time 12 PM end time

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

**ARTICLE II -- CITY OWNED FACILITIES:**

This agreement shall be for the use of Fields 1 & 2 Quail Park  
(facility and area/s)  
to be used for Co-ed Softball Tourny  
(type of event)  
to be used by Public  
(example: public, family, friends)

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

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

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

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

**ARTICLE III -- INDEMNIFICATION AND INSURANCE**

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

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

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

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

**ARTICLE IV -- MISC. PROVISIONS:**

**CANCELLATION FOR CONFLICT OF INTEREST**

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

**NONASSIGNABILITY**

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

**RIGHTS/OBLIGATIONS OF PARTIES ONLY**

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

**NOTICE REQUIREMENTS**

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

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

If to the PARTICIPANT:

Name: RAO, inc

E-Mail Address: president@reallendays.org

Organization: Michael Clement

Contact Phone Number(s): (520) 628-6540 ( )

Mailing Address: PO Box 429 WX  
City State Zip Code



**SEVERABILITY**

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

**ENTIRE AGREEMENT**

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

**GOVERNING LAW**

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

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

**CITY OF WILLCOX, COCHISE COUNTY, ARIZONA**

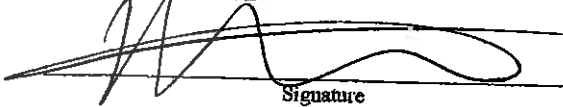
  
Signature

5-5-14  
Date

Oscar Hudson  
Printed Name

Facilities & Parks Supervisor  
Title

**PARTICIPANT**

  
Signature

5 May 2014  
Date

Michael Clement  
Printed Name

President  
Title



Attachment "D"  
**Quail Sports Park Checklist**

The Participant agrees to perform the following tasks:

<p><b>General</b></p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Obtain appropriate keys one business day prior to the event, by 3:30PM.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Return keys within two (2) business days of event conclusion.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Learn how to use ball field lights.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Learn how to use infield irrigation.</p> <p><b>Prepare Ball Fields</b></p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Place Chalk Lines</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Verify Base Placement</p> <p><b>Prepare Arena(s)</b> <i>NA</i></p> <p><input type="checkbox"/> <input type="checkbox"/> Water Arenas</p> <p><input type="checkbox"/> <input type="checkbox"/> Prepare Ground in Arena(s) for Event.</p> <p><input type="checkbox"/> <input type="checkbox"/> Place Anchors for Barrels Race</p> <p><input type="checkbox"/> <input type="checkbox"/> Erect Additional Panels for Stock</p> <p><b>Vendor(s)</b> <i>NA</i></p> <p><input type="checkbox"/> <input type="checkbox"/> Request to waive requirement for all vendors to have individual permits.</p>	<p><b>Cleaning</b></p> <p>Cleaning consists of removing all litter, sweeping and mopping the concession stand and tying up garbage bags and placing them in the dumpster. All areas should be left in the same or better condition as received.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Clean Restrooms</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Clean Dugouts</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Fill in holes in batter's box</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Fill in holes at all bases</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Fill in holes in front of pitcher's mound</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Clean Ball field Concession</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Clean Rodeo Concession</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Clean South Booth</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Clean Announcer Stand</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Clean Ticket Booth</p> <p><b>If Serving Alcohol</b> <i>NA</i></p> <p><input type="checkbox"/> <input type="checkbox"/> Obtain Special Event Liquor License with the Arizona Department of Liquor.</p> <p><input type="checkbox"/> <input type="checkbox"/> Provide Liquor Liability Insurance in the amount of \$1,000,000 naming the City of Willcox as additionally insured.</p> <p><input type="checkbox"/> <input type="checkbox"/> Provide Security approved by Willcox Public Safety Department.</p>
---	--

- 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



## Quail Sports Park Rodeo Fee Schedule

### Deposit and Rental Fees

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

	Fee Description	Fee Amount	Number of Days	Subtotal	Cash Rec'd.	Check#	Rept. #
X	Reservation Deposit	\$50.00		\$50.00			
	Rodeo Main Arena	\$100.00					
	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					
<b>Total Fees Due</b>							

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:** 10  
**Tab Number:** 4

**Date Submitted:**  
May 8, 2014

**Date Requested:**  
May 15, 2014

**Action:**  
 Resolution  
 Ordinance  
 Formal  
 Other

**Subject:**  
Clear Channel  
Outdoor, Inc. billboard  
lease amendments

**To:** Honorable Mayor and City Council

**From:** Jeff Stoddard, Development Services Department

**History:** The City has two land lease agreements with Clear Channel Outdoor, Inc. for the purpose of erecting and maintaining a billboard on each parcel. In compensation for the City owned leased parcels, Clear Channel provides two billboards on Interstate Highway 10 for City designated advertisement. Presently both billboards advertise Historic Willcox.

Unless amended, the lease agreements will expire on May 15, 2014.

**Recommendation:** Approve amendment to lease agreements.

**Fiscal Impact:** \$20.00 (\$10.00 per lease agreement amendment)

**Prepared by:**   
Jeff Stoddard, Development Services Department

**Approved by:**   
Ted Soltis, City Manager





**AMENDMENT  
TO LEASE AGREEMENT**

This Amendment ("Amendment") to that certain Lease Agreement dated May 17, 2010 (collectively with all amendments and/or addenda thereto, the "Lease"), is entered into and effective as of May 15<sup>th</sup>, 2014 by and between CITY OF WILLCOX, COCHISE COUNTY, ARIZONA ("Landlord") and CLEAR CHANNEL OUTDOOR, INC. ("Tenant") for premises located on Parcel 202-43-003C.

**RECITALS**

WHEREAS, Tenant and Landlord desire to enter into this Amendment to amend and modify certain terms of the Lease.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and adequacy of which are hereby expressly acknowledged and agreed, the parties do hereby agree as follows:

**AGREEMENT**

1. Except as otherwise defined herein, capitalized terms used in this Amendment shall have the meanings assigned to such terms in the Lease.
2. Notwithstanding anything to the contrary contained in the Lease, the Lease term will extend for an additional two year period commencing June 1, 2014 through May 31, 2016.
3. The parties hereby ratify the Lease and except as amended or modified hereby, all other terms of the Lease shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Amendment to be signed by their duly authorized officers as of the date first written above.

Landlord: City of Willcox

Tenant: Clear Channel Outdoor, Inc.

---

**Name:** Robert A. Irvin  
**Title:** Mayor

---

**Name:** Diane Veres  
**Title:** President, Arizona Division



## AN AGREEMENT TO LEASE SPACE FOR THE PURPOSE OF ERECTING, MAINTAINING A BILLBOARD ON CITY OF WILLCOX LAND

This lease agreement, effective as of June 1, 2010 ("Lease"), is entered into by and between the CITY OF WILLCOX, COCHISE COUNTY, ARIZONA ("Landlord" or "City"), and CLEAR CHANNEL OUTDOOR, INC., a Delaware Corporation ("Tenant"), with respect to the lease of City owned land ("Land") for the sole purpose of erecting, maintaining and operating a billboard which displays advertizing under the following terms and conditions:

1. The term of this Lease shall be for a two (2) year period commencing June 1, 2010. This Lease Agreement may be extended for additional two year periods upon mutual written agreement between the Landlord and Tenant.
2. Tenant shall provide compensation to Landlord in the form of billboard space, to display Landlord copy on a billboard of at least equal size as the one located on east bound Interstate 10; the copy to be displayed on a billboard between Milepost marker 270 and Milepost marker 340 on Interstate Highway 10 (I-10) during the term of this lease. Tenant shall provide the placement of the Landlord's copy on the Tenant's provided billboard.
3. The existing billboard leased hereunder is located on eastbound I-10 at Milepost 340.07. The Land is part of a larger piece of land owned by the City. The area to be used by the Tenant is a piece of Land 40ft. by 52ft. This Land is located on Parcel 202-43-003C and is accessed from Bisbee Ave. (See attached map). This Billboard currently is labeled by the Tenant with the numbers 040911 & 040912.
4. This Lease is for the sole purpose of permitting the Tenant to erect, maintain and operate a billboard on the Land as specified herein. Tenant shall be granted the right of access over the Landlord's property for the purpose of maintaining, changing copy on the billboard, removal of the billboard, and maintaining a clear line of sight ("LOS"). The Tenant may extend electrical service to the billboard on a route agreed to by the Landlord. The agreed upon route may not be necessarily the shortest distance to extend the service, as the Landlord needs to have the ability to utilize the remainder of the City land for other Public purposes.
5. LOS is defined by establishing triangular shaped plane. The starting point of the plane is the lowest and the most distant (from I-10) corner of the face of the billboard. Extend a line the shortest distance to the Right of Way (ROW) of I-10 with the altitude of the line ending at the surface of the pavement of the closest travel lane, this end point will constitute the second point of the triangle. Starting at the second point follow the ROW for 1000 feet away from the face of the billboard maintaining the elevation of the driving surface of I-10, this end point is the third point of the triangle. From the third point extend a line to the starting



within 60 days by the Tenant will entitle Landlord to pursue any and all legal options concerning the billboard.

15. Landlord represents that it is the owner (or owner's authorized agent) of the Land and has the authority to enter into this Lease.

16. Tenant represents that it is the owner (or owner's authorized agent) of the billboard and has the authority to enter into this Lease.

17. Tenant shall indemnify and hold Landlord harmless from any and all injuries to the Land or third persons caused by Tenant, Tenant's employees, agents, licensees, contractors and subcontractors. Landlord shall indemnify and hold Tenant harmless from any and all injuries to the billboard or third persons caused by Landlord, Landlord's employees, agents, licensees, contractors and subcontractors.

18. This Lease is the entire agreement between the parties and contains all of the agreements of the parties hereto with respect to the matters contained herein; and no prior agreement, arrangement, or understanding pertaining to any such matters shall be effective for any purpose.

19. The provisions of this Lease shall bind and inure to the benefit of the heirs, representatives, successors and assigns of both Landlord and Tenant.

20. Tenant shall not assign the rights and privileges granted under this Lease without approval and consent of Landlord. Landlord shall not unreasonably withhold approval and consent.

21. The terms of this Lease 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.

22. Any notice to any party under this Lease shall be in writing by certified or registered mail, and shall be effective on the date when delivered and receipted for by the person specified below:

**IF TO LANDLORD:**

Office of the City Clerk  
City of Willcox City Clerk  
101 S. Railroad Ave., Ste B  
Willcox, Arizona 85643  
(520) 766-4203

**IF TO TENANT:**



**ATTEST:**

**APPROVED AS TO FORM:**

*Cristina G. Whelan, CMC*

City Clerk, Cristina G. Whelan, CMC

*Hector M. Figueroa*

City Attorney, Hector M. Figueroa

IN WITNESS WHEREOF, CLEAR CHANNEL OUTDOOR, INC. has formally approved this LEASE and has authorized its execution.

TENANT - CLEAR CHANNEL OUTDOOR, INC.

By: *[Signature]*

Its: PRESIDENT, ARIZONA DIVISION

Printed Name of Tenant Signatory:

DIANE VERBA

Branch Address:

4080 E. VAN BUREN, STE 200

PHOENIX, AZ 85008

Tel No: (602) 957-8110

SS or Tax ID No: \_\_\_\_\_

Date

5/12/10





**AMENDMENT  
TO LEASE AGREEMENT**

This Amendment ("Amendment") to that certain Lease Agreement dated May 17, 2010 (collectively with all amendments and/or addenda thereto, the "Lease"), is entered into and effective as of May 15<sup>th</sup>, 2014 by and between CITY OF WILLCOX, COCHISE COUNTY, ARIZONA ("Landlord") and CLEAR CHANNEL OUTDOOR, INC. ("Tenant") for premises located on Parcel 202-72-004C.

**RECITALS**

WHEREAS, Tenant and Landlord desire to enter into this Amendment to amend and modify certain terms of the Lease.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and adequacy of which are hereby expressly acknowledged and agreed, the parties do hereby agree as follows:

**AGREEMENT**

1. Except as otherwise defined herein, capitalized terms used in this Amendment shall have the meanings assigned to such terms in the Lease.
2. Notwithstanding anything to the contrary contained in the Lease, the Lease term will extend for an additional two year period commencing June 1, 2014 through May 31, 2016.
3. The parties hereby ratify the Lease and except as amended or modified hereby, all other terms of the Lease shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Amendment to be signed by their duly authorized officers as of the date first written above.

Landlord: City of Willcox

Tenant: Clear Channel Outdoor, Inc.

\_\_\_\_\_  
**Name:** Robert A. Irvin  
**Title:** Mayor

\_\_\_\_\_  
**Name:** Diane Veres  
**Title:** President, Arizona Division



## AN AGREEMENT TO LEASE SPACE FOR THE PURPOSE OF ERECTING, MAINTAINING A BILLBOARD ON CITY OF WILLCOX LAND

This lease agreement, effective as of June 1, 2010 ("Lease"), is entered into by and between the CITY OF WILLCOX, COCHISE COUNTY, ARIZONA ("Landlord" or "City"), and CLEAR CHANNEL OUTDOOR, INC., a Delaware Corporation ("Tenant"), with respect to the lease of City owned land ("Land") for the sole purpose of erecting, maintaining and operating a billboard which displays advertizing under the following terms and conditions:

1. The term of this Lease shall be for a two (2) year period commencing June 1, 2010. This Lease Agreement may be extended for additional two year periods upon mutual written agreement between the Landlord and Tenant.

---

2. Tenant shall provide compensation to Landlord in the form of billboard space to display Landlord copy on a billboard, of at least equal size as the one located on westbound Interstate 10; the copy shall be displayed on a billboard between Milepost marker 341 and Milepost marker 395 on Interstate Highway 10 (I-10) during the term of this lease. Tenant shall provide the placement of the Landlord's copy on the Tenant provided billboard.
3. The existing billboard leased hereunder is located on westbound I-10 at Milepost 340.18. The Land is part of a larger piece of land owned by the City. The area to be used by the Tenant is a piece of Land 40ft by 52ft. This Land is located in Parcel 202-72-004C and is accessed from Circle I Road. (See Attached map) This billboard currently is labeled by the Tenant with the number 040921.
4. This Lease is for the sole purpose of permitting the Tenant to erect, maintain and operate a billboard on the Land as specified herein. Tenant shall be granted the right of access over the Landlord's property for the purpose of maintaining, changing copy on the billboard, removal of the billboard, and maintaining a clear line of sight ("LOS"). The Tenant may extend electrical service to the billboard on a route agreed to by the Landlord. The agreed upon route may not be necessarily the shortest distance to extend the service, as the Landlord needs to have the ability to utilize the remainder of the City land for other Public purposes.
5. LOS is defined by establishing triangular shaped plane. The starting point of the plane is the lowest and the most distant (from I-10) corner of the face of the billboard. Extend a line the shortest distance to the Right of Way (ROW) of I-10 with the altitude of the line ending at the surface of the pavement of the closest travel lane; this end point will constitute the second point of the triangle. Starting at the second point follow the ROW for 1000 feet away from the face of the billboard maintaining the elevation of the driving surface of I-10, this end point is the third point of the triangle. From the third point extend a line to the starting



within 60 days by the Tenant will entitle Landlord to pursue any and all legal options concerning the billboard.

15. Landlord represents that it is the owner (or owner's authorized agent) of the Land and has the authority to enter into this Lease.

16. Tenant represents that it is the owner (or owner's authorized agent) of the billboard and has the authority to enter into this Lease.

17. Tenant shall indemnify and hold Landlord harmless from any and all injuries to the Land or third persons caused by Tenant, Tenant's employees, agents, licensees, contractors and subcontractors. Landlord shall indemnify and hold Tenant harmless from any and all injuries to the billboard or third persons caused by Landlord, Landlord's employees, agents, licensees, contractors and subcontractors.

18. This Lease is the entire agreement between the parties and contains all of the agreements of the parties hereto with respect to the matters contained herein, and no prior agreement, arrangement, or understanding pertaining to any such matters shall be effective for any purpose.

19. The provisions of this Lease shall bind and inure to the benefit of the heirs, representatives, successors and assigns of both Landlord and Tenant.

20. Tenant shall not assign the rights and privileges granted under this Lease without approval and consent of Landlord. Landlord shall not unreasonably withhold approval and consent.

21. The terms of this Lease 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.

22. Any notice to any party under this Lease shall be in writing by certified or registered mail, and shall be effective on the date when delivered and received for by the person specified below:

**IF TO LANDLORD:**

Office of the City Clerk  
City of Willcox City Clerk  
101 S. Railroad Ave., Ste B  
Willcox, Arizona 85643  
(520) 766-4203

**IF TO TENANT:**



ATTEST:

APPROVED AS TO FORM:

*Cristina G. Whelan, CMC*  
City Clerk, Cristina G. Whelan, CMC

*Hector M. Figueroa*  
City Attorney, Hector M. Figueroa

IN WITNESS WHEREOF, CLEAR CHANNEL OUTDOOR, INC. has formally approved this LEASE and has authorized its execution.

TENANT - CLEAR CHANNEL OUTDOOR, INC.

By: *[Signature]*  
Its: PRESIDENT, ARIZONA DIVISION  
Printed Name of Tenant Signatory:

5/12/10  
Date

DIANE JONES  
Branch Address:  
4080 E. VAN BUREN STREET  
PHOENIX, AZ 85008  
Tel No: (602) 957-8110  
SS or Tax ID No: \_\_\_\_\_

