

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

Monday, July 2, 2012

7:00 p.m.

City Council Chambers

300 W. Rex Allen Drive

Willcox, AZ 85643

(Mayor or Designee will read only **BOLD** print of each agenda item,
except for Public Hearings, Petitions and Communications.)

**Resolution No. 2012- 64
Ordinance NS311**

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

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE TO THE FLAG

4. CALL TO THE PUBLIC

Mayor and Council consider comments or complaints from the public. Those wishing to address the Council are required to register by completing an individual speaker's form and filing it with the Clerk before the meeting. The speaker must be recognized by the Mayor before speaking. Time permitting each presentation will be given approximately three (3) minutes. It is probable that each organization will be limited to one speaker. Action taken as a result of public comment will be limited to directing staff to study or reschedule the matter for further consideration at a later date.

5. DECLARATION ON CONFLICT OF INTEREST

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

6. ADOPTION OF THE AGENDA

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

7. PUBLIC HEARINGS, PETITIONS, AND COMMUNICATIONS

Public hearings: The Mayor and Council will hold Public Hearings on Monday, July 2, 2012 at 7:00 p.m., **Tab 1**
City Council Chambers, 300 W. Rex Allen Drive, relating to:

- (1) the Licensing Agreement with Valley Connections, LLC;
- (2) Public Hearing on final Budget (2nd Public Hearing on July 16th)
- (3) Property Tax Levy (July 16th and August 6th)

All members of the public are invited to attend such meeting. For those persons unable to attend, written comments will be accepted until 4 p.m. the day of the public hearing in the Office of the City Clerk, 101 S. Railroad Avenue, Suite B, Willcox, AZ 85643

8. **DISCUSSION/ DIRECTION ON INFORMATION REGARDING DIRECTION TO STAFF CONCERNING THE CITY'S INDUSTRIAL PARK PROPERTY** Tab 2
 Consideration, discussion and/or direction regarding City's Industrial Park Property.
9. **DISCUSSION/ DIRECTION ON INFORMATION REGARDING DIRECTION TO STAFF CONCERNING ECONOMIC DEVELOPMENT** Tab 3
 Consideration, discussion and/or direction regarding Economic Development.
10. **DISCUSSION/DECISION REGARDING APPOINTMENT TO THE CORONADO RESOURCE CONSERVATION AND DEVELOPMENT COMMITTEE** Tab 4
 Consideration, discussion and/or decision regarding appointment to The Coronado Resource Conservation and Development Committee.
11. **DISCUSSION/DECISION REGARDING APPOINTING DON ULSES TO FILL THE VACANCY ON THE PLANNING AND ZONING COMMISSION FILL THE NEW TERM EXPIRING JUNE 30, 2016** Tab 5
 Consideration, discussion and/or decision regarding appointment of Don Ulses to fill the vacancy on the Planning & Zoning Commission, term ending June 30, 2016.
12. **DISCUSSION/ SCHEDULING WORK SESSION REGARDING PROPERTY ON CIRCLE I ROAD** Tab 6
 Consideration, discussion/ scheduling work session regarding property on Circle I Road and the direction to be followed in getting the property into use.
13. **DISCUSSION/DECISION REGARDING APPROVAL TO SPEND MONEY FROM COUNCIL BUDGET FOR WOW (WINGS OVER WILLCOX) ADVERTISEMENT** Tab 7
 Consideration, discussion and/or decision regarding to spend money from Council Budget for WOW Advertisement.
14. **DISCUSSION/ DECISION REGARDING RESOLUTION NO. 2012-59 THE ELSIE S. HOGAN COMMUNITY LIBRARY ["LIBRARY"] LIBRARY GENERAL POLICY AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.** Tab 8
 Consideration, discussion and/or decision regarding Resolution No. 2012-59, as stated, relating to the Library General Policy.
15. **DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-61 FOR THE AMENDED PARKING LEASE BETWEEN THE CITY OF WILLCOX ["LESSOR"] AND JACOBS COMPANY ["LESSEE"] FOR PARKING AND PASSENGER PICKUP AREA AT QUAIL PARK ON PARCEL #202-43-015B, AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.** Tab 9
 Consideration, discussion and/or decision regarding Resolution NO. 2012-?? as stated, For The Amended Parking Lease Between The City Of Willcox ["Lessor"] And Jacobs Company ["Lessee"] For Parking And Passenger Pickup Area At Quail Park On Parcel #202-43-015b,.
16. **DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-62 THE EXISTING LLC ("VALLEY") CABLE TELEVISION SERVICES LICENSE AND THE FORMER COX CABLE TELEVISION LICENSE ("COX") UNDER THE SERVICES AGREEMENT ("AGREEMENT") IN THE CITY OF WILLCOX ("CITY") AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND DECLARING AN EMERGENCY TO EXIST.** Tab 10
 Consideration, discussion and/or decision regarding Resolution NO. 2012-62 as stated, relating to the existing LLC ("Valley") Cable Television Services License And the former Cox Cable Television License ("Cox") under the services agreement.

**17. DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-63 APPROVING AND AUTHORIZING Tab1/
THE WRITE-OFF ALLOCATION OF LEHMAN BROTHERS INVESTMENT IN THE LOCAL GOVERNMENT
INVESTMENT POOL ("LGIP") FOR GAS FUND AND FIREMEN'S PENSION FUND HOLDINGS, AND
AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO
EXIST**

Consideration, discussion and/or decision regarding Resolution NO. 2012-63 as stated, relating to The Write-Off Allocation Of Lehman Brothers Investment in the Local Government Investment Pool ("LGIP") for Gas Fund And Firemen's Pension Fund.

18. REPORTS BY THE CITY MANAGER PAT MCCOURT

Consideration, discussion, and/or decision regarding the following topics by the City Manager:

- **Report City Manager Vacation**-City Manager is on vacation from July 24th to August 10, 2012 Chief Weaver is covering; per contract City Manager is authorized to use paid hours prior to their accrual.
- **Report on Arizona League of Arizona Cities & Towns Annual Conference**-will be held on August 28-31, 2012 at the Hyatt Regency Scottsdale at Gainey Ranch. The registrations, booth and hotel have been reserved for those who have RSVP'd and if you anyone else would like to attend or anyone needs to cancel please let us know as soon as possible.
- **Report on Collection of Donations for the 4th of July Fireworks**-The Willcox Department of Public Safety is accepting donations towards the 4th of July Fireworks!

19. COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS.

**20. DISCUSSION/DECISION ENTER INTO AN EXECUTIVE SESSION PURSUANT TO ARIZONA REVISED Tab 12.
STATUTES §38-431.03A(3) DISCUSSION OR CONSULTATION FOR LEGAL ADVICE WITH THE ATTORNEY OR
ATTORNEYS OF THE PUBLIC BODY**

Consideration, discussion and/or decision to enter into an Executive Session pursuant to ARS §38-431.03A (3), as stated, relating to consultation for legal advice with the attorney(s) of the public body.

21. RECESS TO EXECUTIVE SESSION, IF APPROVED

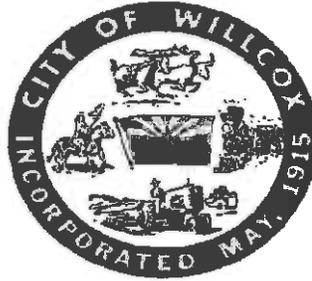
22. RECONVENE FROM EXECUTIVE SESSION

23. DISCUSSION/DECISION/DIRECTION TO STAFF REGARDING MATTERS DISCUSSED IN EXECUTIVE SESSION

Consideration, discussion, decision and/or direction to staff regarding matters discussed in Executive Session and/or consultation for legal advice from City Attorney.

24. ADJOURN

NOTE: Documentation (if any) for items listed on the Agenda is available for public inspection, a minimum of 24 hours prior to the Council Meeting, at any time during regular business hours in the Office of the City Clerk, 101 S. Railroad Avenue, Suite B, or the Elsie S. Hogan Community Library during regular business hours Monday-Saturday and on the City's website www.cityofwillcox.org.
NOTE: People with disabilities may request reasonable accommodations. Requests must be made 48 hours prior to the meeting by contacting City Hall at 384-4271 during regular business hours 8:00 a.m. to 4:30 p.m., Monday through Friday.



**NOTICE OF PUBLIC HEARING
MAYOR AND CITY COUNCIL**

In accordance with Resolution No. 370 of the City of Willcox, and Section 38-431.01 of the Arizona Revised Statutes **NOTICE IS HEREBY GIVEN** that the **MAYOR AND COUNCIL** of the City of Willcox, County of Cochise, Arizona, will hold a **PUBLIC HEARING**, during the **REGULAR** meetings, on **MONDAY** the **2nd** day of **July**, 2012 at **7:00 p.m.**, in the **CITY COUNCIL CHAMBERS, 300 W. REX ALLEN DRIVE, WILLCOX, AZ.**

Public Hearing on:

Licensing Agreement with Valley Connections LLC.

All members of the public are invited to attend such meeting. For those persons unable to attend, written comments will be accepted until 4 p.m. the day of the public hearing in the Office of the City Clerk, 101 S. Railroad Avenue, Suite B, Willcox, AZ 85643.

DATED AND POSTED this 11th day of JUNE 2012 AT 9:00 A.M.

CITY OF WILLCOX, ARIZONA


Is/Virginia A. Mefford
City Clerk



**NOTICE OF PUBLIC HEARING
MAYOR AND CITY COUNCIL**

In accordance with Resolution No. 370 of the City of Willcox, and Section 38-431.01 of the Arizona Revised Statutes **NOTICE IS HEREBY GIVEN** that the **MAYOR AND COUNCIL** of the City of Willcox, County of Cochise, Arizona, will hold a **PUBLIC HEARINGS**, during the **REGULAR** meeting, on **MONDAY** the **2nd and 16** day of **July**, 2012 at **7:00 p.m.**, in the **CITY COUNCIL CHAMBERS, 300 W. REX ALLEN DRIVE, WILLCOX, AZ.**

Public Hearing on:

FISCAL YEAR 2012-2013 BUDGET

All members of the public are invited to attend such meeting. For those persons unable to attend, written comments will be accepted until 4 p.m. the day of the public hearing in the Office of the City Clerk, 101 S. Railroad Avenue, Suite B, Willcox, AZ 85643.

DATED AND POSTED this 22nd day of June 2012 AT 2:00 P.M.

CITY OF WILLCOX, ARIZONA

Is/Virginia A. Mefford

CITY CLERK

Publichearing/fy2012-1-2012 budget



NOTICE OF PUBLIC HEARING
MAYOR AND CITY COUNCIL

In accordance with Resolution No. 370 of the City of Willcox, and Section 38-431.01 of the Arizona Revised Statutes **NOTICE IS HEREBY GIVEN** that the **MAYOR AND COUNCIL** of the City of Willcox, County of Cochise, Arizona, will hold a **PUBLIC HEARINGS**, during the **REGULAR** meeting, on **MONDAY** the **16th** day of **July**, 2012 and **Monday, August 6th** at **7:00 p.m.**, in the **CITY COUNCIL CHAMBERS, 300 W. REX ALLEN DRIVE, WILLCOX, AZ.**

Public Hearing on:

PROPERTY TAX LEVY

All members of the public are invited to attend such meeting. For those persons unable to attend, written comments will be accepted until 4 p.m. the day of the public hearing in the Office of the City Clerk, 101 S. Railroad Avenue, Suite B, Willcox, AZ 85643.

DATED AND POSTED this 22nd day of June 2012 AT 2:00 P.M.

CITY OF WILLCOX, ARIZONA

Is/Virginia A. Mefford

CITY CLERK

Publichearingff2012-1-2013 Tax Levy

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 8
Tab Number: 2
Date: 07-02-212

Date Submitted: 6-25-12 Date Requested: 07-02-12

Action: <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal <input checked="" type="checkbox"/> Other

Subject: Direction to staff concerning the City's Industrial park Property.
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TO: MAYOR AND COUNCIL

FROM: City Manager

DISCUSSION: In 1981 the City received a grant from the Farm Home Administration (FmHA) which helped purchase and extend utilities to a parcel of land (Industrial Park), located on the southeast portion of town immediately adjacent to the rail spur; Parcel 203-37-009 A & B. (See attached map). The grant conditions contained a clause that if the City sells the property (at appraised value); the FmHA would receive a proportional share of the current value of the land (proportional to the total original project cost and the grant portion [$\$70,500/\$84,000 = 83.9\%$]). The City did extend utilities, a road way, and subdivided the land. There has been correspondence (December 1, 1983 from the City Attorney) concerning selling at less than the appraised value and what steps would be necessary to receive approval from the FmHA. There also appears to be a very remote possibility of a waiver of any repayment to the FmHA under the grant.

(Recently, the City has replatted the land to allow the roadway to continue to service a privately owned parcel of land which was landlocked).

The City and El Paso Natural Gas entered into a lease agreement on May 8, 1990 for a twenty five year period (April 24, 2015). That agreement contains: a right to renew for an additional twenty five years for the sum of \$50.00; a right to a third twenty five year term "at a rental to be negotiated"; and a "first right of refusal" to purchase the piece of property currently under lease, for the amount of \$500.00.

The City has been approached by two different investors who are both inquiring concerning either purchase or lease of the remaining portions of the Industrial Park. Staff understands that the City's primary goal is to have the land developed into productive use; ideally creating additional industry and employment in the community. Staff understands that the lease option is available to reduce the cost of development of the land, thereby increasing the opportunity to encourage development of the land; as opposed to speculative acquisition of the land by other parties.

Staff understands that improvements (buildings) on the land are subject to property tax, but not the underlying property is not subject to property tax, if the underlying property remains in city ownership (lease).

Staff understands that any lease will have to be based upon the “fair market value” of the land; hence will require an appraisal of the value of the land.

Staff understands that currently the underlying property is not taxable since it is owned by the City of Willcox.

Staff understands that the uses to which the property may be put are controlled by the “Zoning” of the property, currently zoned I-2 (Industrial Zone).

Staff understands that the sale of the property would result in the underlying property being placed on the tax rolls.

Staff understands that the City would receive some income in the form of a portion of the purchase price. The amount being determined by the grant conditions as stated above.

Staff understands that a sale of the land will require an appraisal of the “fair market value” of the land.

Staff understands that discussions with prospects may take an extended period of time.

Staff understands that receiving approvals from FmHA may take extended periods of time.

Staff understands that Appraisal may lose their value over extended periods of time and hence may need to be redone.

Staff understands that the Appraisal will need to be done by an individual certified to perform Industrial type appraisals.

RECOMMENDATION: While the question of sale or lease of the land will ultimately have to be decided by the Council, the immediate question is the “fair market value” of the land. The City does not have a current appraisal (or any appraisal that could be located) of the land. If the Council wishes the discussions to continue with the prospects and the discussion to start with the FmHA; an appraisal will be necessary: Staff is of the opinion that a Professional appraisal should be secured. This may be done with either a Request for Qualifications (RFQ) or a Request for Proposals (RFP).

FISCAL IMPACT: Unknown, staff will secure either a (RFQ) or a RFP as the Council may direct. The cost of securing the Appraisal and the actual Appraisal will be paid from the General fund Economic Development.

Prepared by: Pat McCourt and Jeff Stoddard

Approved by: _____
City Manager

**CITY OF WILLCOX
Request for Council Action**

Agenda Item: 9
Tab Number: 3
Date: 7-2-12

Date Submitted: June 26, 2012	Action: <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Formal <input type="checkbox"/> Other	Subject: Discussion/Direction for grant monies through the Arizona Dept. of Commerce
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To: Honorable Mayor and City Council

From: Development Services Dept/ WREDA

Discussion/Direction: On June 22, 2012 The City of Willcox, WREDA, and Willcox Chamber of Commerce hosted a meeting with the Arizona Commerce Authority (ACA) (Mr. Tom Doyle), Willcox Wine Country, Arizona Wine Growers Association (AWGA), and other local wineries and grape growers.

Mr. Doyle's presentation was on a grant for 2013 called the Rural Economic Development Grant Program. In 2012 the Rural Economic Development Grant Program awarded 8 communities grants from \$60,000 to \$460,000 dollars for a grant total of 1.5 million dollars in grant monies. The grants main purpose is to help create jobs within the rural communities.

The Development Services Department, WREDA, Willcox Wine Country, and AWGA would like to pursue the 2013 Rural Economic Development Grant Program. The above attendees had a pre-meeting to discuss where we would use grant monies for and presented the idea to Mr. Doyle of the ACA.

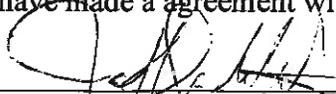
The idea we would like to pursue is a long term lease of the two (2) metal building along the east side of the railroad and just north of Stewart St. The grant monies would pay for long term lease, infrastructure upgrades, and interior remodeling of the structures.

The idea the group has is that we would ask Apple Annies to be the steward of both leased structures. In return they would use the small structure for a small fee for their business and then they would manage the larger structure to be used as a farmers market when in season or a flea market. Mr. Doyle did say one of main reason the 8 communities received their grant was that they had used leverage. We propose that the City of Willcox use part of the Economic Development money and that Apple Annies contribute to this leverage.

The groups believe that adding Apple Annies and a farmer's market/flea market would immensely enhance the downtown area and bring many more visitors to the downtown area. The main reason for using the two metal structures is that it makes it look and feel like your out in the farming community rather than downtown.

Recommendation: The Development Services Dept. recommends that we help the other organizations pursue the 2013 Rural Economic Development Grant and pursuing the idea on Apple Annies and a Farmers Market in downtown Willcox.

Fiscal Impact: Economic Development Money-no amount has been specified at this time. This department will come back to Council with a proposal amount at a later date once all parties have made a agreement with Apple Annies and the a Farmers Market.

Prepared By: 
Jeff Stoddard Development Services Dept.

Approved By: 
Pat McCourt, City Manager

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 10
Tab Number: 4
Date: 7/2/2012

Date Submitted:
06-19-12
Date Requested:
07-02-12

Action:
 Resolution
 Ordinance
 Formal
 Other

**Subject: Appointment
to the Coronado
Resource conservation
and Development
District (RC&D)**

TO: MAYOR AND COUNCIL

FROM: City Manager

DISCUSSION: The City of Willcox belongs to the Coronado Resource Conservation & Development District (RC&D). This is an organization which provides educational, coordination, and lobbying services at the State level and National Level concerning issues of an agriculture nature and protection of the local environment.

Each Member Entity of the RC&D may appoint one (1) of individual to serve on the District Board. The current representative from the City of Willcox is Councilwoman Cronberg. There is no designated time frame for appointment as the representative on the RC&D. The RC&D meetings are normally held in Willcox. There may be travel outside the area to attend State or national meetings.

Councilwomen Cronberg has indicated that her schedule does not permit her to properly represent the City's interest on this Board and feels it would be in the City's best interest to appoint a different representative.

RECOMMENDATION: While no action is required, in order to have representation on the RC&D Board it would be necessary for the Council to appoint a representative if the Council wishes to have a voice on the RC&D Board.

FISCAL IMPACT: There is no direct cost to serving as a member of the RC&D Board.

Prepared by: Pat McCourt

Approved by: _____
City Manager

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 11
Tab Number: 5
Date: 07/02/2012

Date Submitted:
06/26/2012

Date Requested:
07/02/2012

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject: Appointment to the Planning and Zoning to fill the new term expiring June 30, 2016.

TO: MAYOR AND COUNCIL

FROM: Sherry Lynn Van Allen, Human Resources

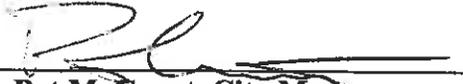
DISCUSSION: In accordance with the Willcox City Code Title 2-Chapter 2-1-2B Appointment; Terms; Vacancies; Removals: vacancies shall be filled by appointment by the Mayor and City Council. There is still one term expiring on the Planning and Zoning Commission on June 30, 2012. City staff has advertised in the Arizona Range News soliciting letters of interest to fill the vacancies. Staff has received a letter of interest in response to the advertisement.

A letter was received for consideration for reappointment to the Planning and Zoning Commission from Don Ulises who is currently serving as a Commissioner. This new term will begin July 01, 2012 and expire on June 30, 2016.

RECOMMENDATION: For the Mayor and Council to appoint Don Ulises, if so desired, to the Planning and Zoning Commission to fill the upcoming term.

FISCAL IMPACT: -0-

Prepared by: 
Sherry Lynn Van Allen - HR

Approved by: 
Pat McCourt, City Manager

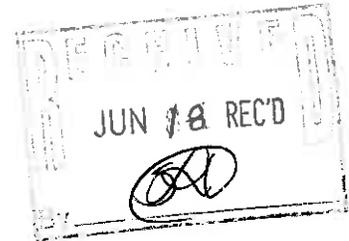
The Mardon Companies

The Mardon Family Partnership
1541 W Jontic Drive

Mardon Ventures, LLC
520-766-0526
FAX: 520-766-0527

Mardon Classics, LLC
Willcox AZ. 85643-3192

June 15, 2012



The Honorable Robert Irvin, Mayor
City of Willcox
300 West Rex Allen Drive
Willcox, Arizona 85643

RE: Remaining on Planning and Zoning Commission

Dear Mayor Irvin:

My name is Paul "Don" Ulses and I am a current member of the Planning and Zoning Commission. My current term on the Commission ends this month.

I am submitting this letter to express my interest in remaining on the Commission. I feel the work of the Commission is vital to establishing and maintaining a quality of life here in Willcox that we can all enjoy.

I respectfully request that my term on the Commission be extended for an additional term. If you have any questions do not hesitate to contact me at 520-766-0526 (H) or 623-680-9721 (C).

Thank you in advance for your consideration of my request.

Respectfully submitted,

THE MARDON COMPANIES

P. Don Ulses
Planning and Zoning Commissioner

cc. Jeff Stoddard, Sandi Thomas, Mary Ulses

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 12
Tab Number: 6
Date: 07-02-12

Date Submitted:
6-26-12
Date Requested:
7-02-12

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject: Request for a work session to discuss the City Property on Circle I Road and the direction to be followed in getting the property into use.

TO: MAYOR AND COUNCIL

FROM: City Manager

DISCUSSION: What started as a simple and relatively inexpensive task to get the former Stout's Cider Mill into shape for commercial use has become much more complex and expensive.

Before Staff continues I believe it is in the best interest of all parties to review the situation and receive direction from the Council.

RECOMMENDATION: Schedule a work session for the purpose of discussion of the situation and what steps are in the City's best interest and provide direction to Staff.

FISCAL IMPACT: The fiscal impact will depend on the direction received from the Council.

Prepared by: Pat McCourt

Approved by: _____
City Manager

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 13
Tab Number: 7
Date: 07-02-12

Date Submitted:
6-4-12
Date Requested:
7-2-12

Action:
 Resolution
 Ordinance
 Formal
 Other

**Subject: Approval to
spend money from
Council budget for
WOW advertisement**

TO: MAYOR AND COUNCIL

FROM: City Manager

DISCUSSION: The attached request was received from Wings over Willcox (WOW) to see if the City of Willcox is willing to purchase an advertisement in the publicity brochure WOW sends out.

The City did participate in FY12. The item was paid from the mayor & Council's budget, the miscellaneous line item. The cost is ninety nine dollars.

RECOMMENDATION: Motion to direct staff to pay/not pay for the ad in the WOW Publicity Brochure.

FISCAL IMPACT: General Fund, Mayor and Council miscellaneous line item 10-402-9690 in the amount of ninety nine dollars (\$99.00).

Prepared by: Pat McCourt

Approved by: _____
City Manager



20th Annual

Wings Over Willcox

Arizona's Mecca for Wintering Sandhill Cranes, Raptors & Sparrows

Willcox, Arizona

January 16 – 20, 2013

PROGRAM SPONSOR ADVERTISING

Deadline – Thursday June 30th, 2012

Billing will be sent out by Willcox Chamber of Commerce in July

Cover ads are Full Color;

Inside pages are offered in both Full Color and Black & White.

Full Page ads may have bleeds – please add 1/8" to each side of ad to allow for trim.

Full Color Cover Ads (Inside Front & Inside Back Covers only)	\$439
Full Color Ads (full pages - inside)	\$409
Full Color Ads (half pages - inside)	\$218
Full page Black & White Ad (9.5" tall x 7.25" wide)	\$346
Half Page – Vertical format (9.5" tall x 3.5" wide)	\$178
Half Page – Horizontal format (4.875" tall x 7.25" wide)	\$178
Quarter Page – Vertical format only (4.875" tall x 3.5")	\$99
Business Card – Horizontal, scanned from your card	\$73

To be a Sponsor for the Wings Over Willcox program please contact
Peta-Anne Tenney at 520-384-4853 (home) or 520-384-1850 (work)

E-mail: petaanne@vtc.net

COLOR ADS – please submit in CMYK format

Your ad, as an Adobe PDF file or a JPEG file; **advertising copy** in Microsoft Word or on Email;
and **photos** as JPEG attachments may be emailed to:

petaanne@vtc.net Subject Line: Wings Over Willcox

The
Willcox City Council
Welcomes you
to our community.

The Wings Over Willcox Committee and its many volunteers have worked hard for this event and we support and thank them for their efforts

Please enjoy your stay
and our excellent birdlife



City of Willcox
City Hall - 520-384-4271
101 S. Railroad Ave., Willcox
AZ 85643
www.willcox.org



NOTICE OF EXECUTIVE SESSION

CITY COUNCIL

In accordance with Resolution No. 370 of the City of Willcox, and Section 38-431.01 of the Arizona Revised Statutes **NOTICE IS HEREBY GIVEN** that the **MAYOR AND COUNCIL** of the City of Willcox, County of Cochise, Arizona, will hold an **EXECUTIVE SESSION**, if approved, during the **REGULAR** meeting on **MONDAY**, the **2ND** day of **JULY 2012** at **7:00 p.m.**, in the **CITY COUNCIL CHAMBERS, 300 W. REX ALLEN DRIVE, Willcox, AZ**

Item for Consideration and Discussion are:

A.R.S. §38.431.03A(3) DISCUSSION OR CONSULTATION FOR LEGAL ADVICE WITH THE ATTORNEY OR ATTORNEYS OF THE PUBLIC BODY,
 Consideration and/or discussion regarding consultation for legal advice with the Attorney or Attorney's of the public body.

DATED AND POSTED this 27th day of JUNE 2012, at 4:00 P.M.

CITY OF WILLCOX, ARIZONA

Is/ Virginia A. Mefford

City Clerk Virginia A. Mefford

"Mine, Yours, Ours"

**CITY OF WILLCOX
EXECUTIVE SESSION**

AGENDA

MONDAY, JULY 2, 2012

7:00 p.m.

300 W. REX ALLEN DRIVE

Willcox, Arizona

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **CONSIDERATION PURSUANT TO ARIZONA REVISED STATUTES §38-431.03A(3) DISCUSSION OR CONSULTATION FOR LEGAL ADVICE WITH THE ATTORNEY OR ATTORNEYS OF THE PUBLIC BODY**
Consideration and/or discussion pursuant to Arizona Revised Statutes §38-431.03(A)(3), as stated relating to consultation for legal advice with the attorney(s) of the public body.
4. **ADJOURN**

"Mine, Yours, Ours"

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item 14

Tab Number 8

Date: 7/02/12

Date Requested:
6/18/12

Resolution
 Ordinance
 Formal
 Other

Subject:
Approval and
Adoption of 2012
Updates to the Library
General Policy

TO: MAYOR AND COUNCIL

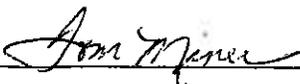
FROM: Tom Miner, Library Director and the Public Library Advisory Committee

DISCUSSION: The 2012 Library bi-annual policy updates were recently drafted, reviewed, finalized and approved by the Public Library Advisory Committee members, the Library Director and staff, the City Manager, and the City Attorney. Their recommendations have all been incorporated and are now forwarded for your consideration, approval and adoption.

RECOMMENDATION: The City Council approve the Resolution adopting the 2012 updates to the Library General Policy.

FISCAL IMPACTS: None

Submitted by:



Tom Miner, Library Director

Approved by:



Pat McCourt, City Manager

RESOLUTION NO. 2012-59

A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, ("CITY") APPROVING AND ADOPTING THE ELSIE S. HOGAN COMMUNITY LIBRARY ["LIBRARY"] LIBRARY GENERAL POLICY AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.

WHEREAS, the CITY is authorized pursuant to A.R.S. §§ 9-413; 9-419; 9-420, et seq. to establish a Library fund; to authorize the use of land and structures for a public library and to enter into agreements with the Arizona State agencies; and

WHEREAS, the CITY is empowered to create a Public Library Advisory Committee "Committee" and to appoint five Committee Members pursuant to Title 2, Chapter 4 of the City Code; and

WHEREAS, the COMMITTEE is authorized to provide advisory assistance to the CITY in establishing rules, regulations and policy related to the use of the LIBRARY pursuant to Title 2, Chapter 4, Sections 2-4-4 and 2-4-5; and

WHEREAS, the COMMITTEE recently finalized the Library General Policy that was necessitated by the Library Renovation Project and deemed necessary to be in compliance with City policies governing public use of public facilities; and

WHEREAS, the COMMITTEE desires to present the Library General Policy to Mayor and Council for approval and adoption; and

WHEREAS, the City of Willcox, Cochise County, Arizona desires to have this Resolution presented at its July 2nd, 2012 Council meeting and has determined that approval and adoption of the proposed General Policy is in the best interest of the CITY and its residents; and

WHEREAS, it is necessary for the preservation of the peace, health, and safety of the City of Willcox, Cochise County, Arizona, that an emergency be declared to exist to assure timely implementation of the stated policies, and that this Resolution shall be effective immediately upon its passage and adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, AS FOLLOWS:

Section 1: That approval and adoption of the LIBRARY General Policy, as presented, is in the best interest of the residents of the City of Willcox.

Section 2: The CITY formally approves and adopts the LIBRARY General Policy and authorizes the Library Director, Mr. Thomas Miner, to implement the Policy.

Section 3: That the immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage by the City of Willcox, Cochise County, Arizona.

Section 4: The Mayor is authorized to execute this Resolution.

PASSED AND ADOPTED by the Council of the City of Willcox, Cochise County, Arizona, this _____ day of July, 2012.

APPROVED/EXECUTED:

MAYOR, ROBERT A. IRVIN

ATTEST:

City Clerk, Virginia A. Mefford

APPROVED AS TO FORM:

City Attorney, Hector M. Figueroa, Esq.

RESOLUTION NO. 2012-59

**CITY OF WILLCOX
ELSIE S. HOGAN COMMUNITY LIBRARY
GENERAL POLICY**

Revised July 2012

(Updated as required, minimum bi-annual review)

Welcome to the Elsie S. Hogan Community Library. The following is for your information only. If you have questions on this or any other part of our library services or policies, please feel free to speak to either the Library Supervisor or the Director, or call us at (520) 766-4250.

This policy will be reviewed and updated as required, a minimum of every two years by the Library Director and the Public Library Advisory Committee.

I. MISSION STATEMENT

Our purpose is to provide free library service to all citizens. We attempt to fill the informational, cultural, recreational, and educational needs of our users, and to encourage non-users to use our services. We continually try to provide new ways to expand our services and provide materials, old and new, in many media.

II. VISION STATEMENT

The vision of the Elsie S. Hogan Community Library is to provide literary, reference and artistic materials in a variety of formats for free use by the public and to promote the use of these materials for enrichment and enlightenment.

III. GENERAL INFORMATION

A. Obtaining a Library Card:

1. Any Cochise County resident and/or his/her dependents shall be allowed the privilege of using library services without fee for the initial borrower's card. Proof of Cochise County residence (post office box numbers along with description of the location of residence will be accepted addresses), a reference (name, address, phone no.), and a picture ID are needed to obtain a library card. Lost or damaged cards will be replaced for a fee of \$1.00 (non-refundable).

2. A parent's or guardian's signature is required for applicants under 18 years old. A parent/guardian **must be present** when a child applies for a card. Our policy is: If a child is old enough to write their own name, then they are old enough to have a card, *however*, if any parent or legal guardian has outstanding fines on library items, a card will not be issued to that child until all fines are paid.

3. A ten dollar (\$10.00) refundable deposit shall be required of any non-resident patron. These patrons will be given a temporary library card and shall have full library privileges. The deposit will not be returned if the card is lost, stolen or damaged. A deposit will be refunded when:

- a. The patron returns the temporary library card with proof of ID and paid receipt, AND
- b. All materials have been returned, AND
- c. All charges and fines have been paid.

4. Three types of borrower's cards shall be issued:
 - a. Adult - anyone 18 years of age or older.
 - b. Student - anyone 17 years of age or younger, **must** have parent or legal guardian signature.
 - c. Temporary Adult (non-resident) - \$10.00 deposit (refundable) required.

B. Circulation:

1. Patrons will be limited to possessing 10 items per library cardholder.
2. Most materials are checked out for a three-week loan period with the exception of movies, which are checked out for one week, and newly released items are checked out for two weeks, depending on the status of the material.
3. Materials may be renewed once; some restrictions may apply. Renewals may be done in person, by telephone, or on-line, depending on the status of the material. Phone number is printed on library card.
4. Reserves for materials will only be held for one week after the patron has been notified that the material is available.
5. There will be **no** circulation of library materials or equipment to patrons with fines in excess of five dollars (\$5.00), or with an excess of overdue materials, unless payment arrangements have been made.

C. Overdue Materials Policy:

1. Overdue notices shall be processed and sent out weekly. Library privileges will be suspended for any patron with a delinquent status who has not made payment arrangements.
2. Patrons may not check out additional items, including Library equipment, until overdue items are returned, rechecked, or payment arrangements have been made. Payment arrangements may be made at the Library Director's and/or Library Supervisor's discretion.

D. Fines and Replacement Information:

1. Overdue materials will be charged fines as follows (per item):
 - Books - Regular 3-week checkout @ \$.10/day, with a 2-day grace period
 - Books - New releases @ \$.25/day, with a 2-day grace period
 - Interlibrary Loan Items @ \$.25/day, with a 2-day grace period
 - Videos and DVDs @ \$.50/day, with **no** grace period
 - Audiocassettes, CD-Books and Music CDs @ \$.10/day, with **no** grace period**The maximum fine shall be five dollars (\$5.00) per item.**
2. Patrons shall replace any book lost, destroyed or mutilated before circulation privileges are reinstated. See the section titled "**Reimbursement Policy**", which will be reviewed periodically by the Library Director and the Library Supervisor.

E. Internet Access:

Access to the Internet is described in the section titled "**Library Internet/Computer/Wireless**

Use Policy”.

F. Camera, Video, Audio-taping Use:

We respect our patron’s right to privacy, therefore, no use of cameras, camera-phones, or video or audio-taping equipment is allowed in the Library without the express permission of the Library Director.

G. Library Meeting Rooms:

Library meeting rooms are for meetings or programs of an educational, philanthropic, cultural, recreational or civic nature, and for other functions which, in the judgment of the City of Willcox or the Library Director, will benefit the residents of the community. Specific requirements concerning their use are contained in the section titled “Elsie S. Hogan Community Library Meeting Room Policy”.

IV. ELSIE S. HOGAN COMMUNITY LIBRARY REIMBURSEMENT POLICY

- A. The policy of Elsie S. Hogan Community Library is to ask patrons who damage or lose library materials to reimburse the library for those materials. Staff makes every reasonable effort to secure such reimbursement for library materials and for inter-library loan materials, by notifying patrons of overdue books and billing for any outstanding charges before privileges are suspended.
- B. This reimbursement policy allows staff to collect immediately for lost and damaged items. All cataloged items will be reimbursed at the price indicated on the item record, according to material code. In most instances, this will be the actual price of the book or materials, plus a \$3.00 processing fee per item.
- C. For specialized materials such as audio/cassette tapes, DVDs, CDs, reference books, old or rare books, or any other materials which do not fit easily into one of the material codes, a default price from the computer policy file will be used. Staff is allowed to use their own judgment in making exceptions for unusual materials or circumstances.
- D. Checks should be made payable to Elsie S. Hogan Community Library or City of Willcox Library, or Cochise County Library District, depending on the item.

V. AUTHORITY AND RESPONSIBILITY FOR THE MAINTENANCE OF LIBRARY COLLECTIONS

- A. It is a function of librarians to select and to discard library materials and to advise on their use. They are fitted for this task through training and experience, however, they must of necessity work within limitations of space and budget. Although they try to inform themselves as well as possible, they must work within their limitation of knowledge. Selection and withdrawal processes are therefore cooperative, and we welcome advice and suggestions from members of the community, the Public Library Advisory Committee, or authorities in various fields. Librarians however, are responsible for judging the needs of their collections and their communities, and they must make the final choices.

- B.** Responsibility for book selection and book discarding for the Elsie S. Hogan Community Library rests with the Library Director and/or Library Supervisor, who operate within the framework of the policies and procedures developed by the Public Library Advisory Committee and Cochise County Library District.

VI. WITHDRAWAL AND WEEDING OF MATERIALS FROM LIBRARY COLLECTIONS

Materials are regularly discarded from library collections. They are withdrawn because they are out-of-date, so badly worn or damaged that they cannot be bound or mended, because it is cheaper to replace them, or because they are once-popular materials that are no longer used. Space, the cost of replacement, and the condition of the collection are factors in these decisions. Withdrawn books are donated to the Friends of the Library, whose proceeds are all directly or indirectly returned to the library.

VII. GIFTS

Gifts of books, monetary gifts, and other materials are accepted with the understanding that they may be used or disposed of according to policy. The Public Library Advisory Committee recommends that all donations be given through the Friends of the Library. New titles acquired in this manner are subject to the basic standards of selection. Replacement and duplicate copies are added to the collection if needed. The cost of processing and the availability of shelving space are also factors in determining acceptance of gifts. The library does not provide evaluations of gifts for tax deductions or other purposes.

VIII. LIBRARY RIGHTS

- A.** The Elsie S. Hogan Community Library subscribes to the Library Bill of Rights developed by the American Library Association as follows:
 1. Books and other library resources should be provided for the interest, information and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background or views of those contributing to their creation.
 2. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.
 3. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.
 4. Libraries should cooperate with all persons and groups concerned with restricting abridgment of free expression and free access to ideas.
 5. A person's right to use a library should not be denied or abridged because of origin, age, background or views.
 6. Libraries which make exhibit spaces and meeting rooms available to the public they serve, should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

B. Controversial Materials:

Intellectual freedom is the right of citizens in a democratic society to seek any information they want, without interference from the government or other citizens. Public libraries and library staff support the concept of intellectual freedom, which means that they try to stock a wide variety of materials, representing many different viewpoints, reflecting the diversity of the community. Some of these materials may be offensive to individuals or groups because of what they consider to be profanity or obscenity, or they might object to the social, economic and political ideas, religious viewpoints, the background of the author, the kinds of information provided, or for other reasons. Libraries do not advocate the ideas found in their collections or in resources accessible through the library. The presence of books and other resources in a library does not indicate endorsement of their contents by the library. Likewise, the ability for library users to access electronic information using library computers does not indicate endorsement or approval of that information by the library. We do believe it is essential to provide such materials if the American ideal of freedom is to be retained.

C. Age:

American public libraries flourish out of a commitment to the principle that knowledge and access to information empower the individual. Libraries embody the firm belief that information must not be the exclusive province of a privileged few and that it should be widely and freely available to all. Each individual may choose what he/she wishes to read or view, but may not control what others read or view. Responsibility for the choices that children make rests solely with their parents or legal guardians. Librarians do not legally act "in loco parentis" (in the place of parents) as teachers do. Library staff and volunteers make reasonable efforts to assist users of all ages who are in search of information or learning how to use computers. While it is fine for a librarian to help a child find age-appropriate materials and suggest alternatives for a child who has randomly chosen a book that may be too "adult", the librarian shall not forbid a child to check out a given book because the librarian disapproves of the book. Even in a small community, some parents are very restrictive, and other parents are very permissive. The parent of the child should make final decisions about what their child is allowed to read. As with other library materials, it is the responsibility of the parents/guardians, not the library, to restrict their children's access to on-line materials that are harmful to minors as defined in ARS Section 13-3501 (1). Parents should accompany young children to the library, and establish rules and expectations for older children that are in accordance with family values.

IX. LABELING AND COMPLAINTS

- A.** It is sometimes suggested that a label be affixed to library materials indicating a political or social point of view or indicating that an item is questionable or controversial. Such labeling suggests that Americans are incapable of making up their own minds about controversial subjects, and this practice is contrary to the American idea of the free market place of ideas. We do not subscribe to this practice.
- B.** In order to deal with objections to any item in the library a policy and procedure has to be established. No item is to be removed or restricted because of a complaint except in accordance with this policy and procedure.
- C.** All book complaints must be filed in writing with the Library Director, who will then immediately notify the appropriate supervisory personnel and the Public Library Advisory

Committee members. Complaints must be signed by the complaining party and will be placed on the agenda for the next regularly scheduled Public Library Advisory Committee meeting. Public Library Advisory Committee members will then have one month in which to review the complaint and the book. A special meeting will then be set to determine the library action on the complaint. All Public Library Advisory Committee members and the complaining party will be notified at least three days in advance of such meeting. The Public Library Advisory Committee's decision is final.

X. MATERIAL SELECTION POLICY

A. The Elsie S. Hogan Community Library, as part of its material selection policy, subscribes to the following statements published by the American Library Association:

1. Freedom to View
2. Free Access to Libraries for Minors
3. Freedom to Read Statement

XI. MATERIAL SELECTION GUIDELINES

A. Standard Bibliographies:

1. Library Journal
2. School Library Journal
3. Publisher's Weekly
4. Baker and Taylor; Ingram catalogs

B. Review Media:

1. Newspapers
2. Special reviews
3. New York Times Book Review

C. General factors for selection and rejection:

1. Literary quality
2. Cost
3. Balance of collection/need for subject representation in collection
4. Availability of material elsewhere in the community
5. Accessibility through ILL and/or cooperative ventures
6. Background of library patrons
7. Ethnic background of area served
8. Consideration of popular demand

XII. LIBRARY STANDARDS OF ACCEPTABLE BEHAVIOR:

ELSIE S. HOGAN COMMUNITY LIBRARY, A MEMBER CITY LIBRARY OF THE COCHISE COUNTY LIBRARY DISTRICT

Elsie S. Hogan Community Library is funded by the City of Willcox and Cochise County. The library, through its staff, desires to maintain its facility in a clean, pleasant and safe manner. The library is to be

Elsie S. Hogan Community Library is funded by the City of Willcox and Cochise County. The library, through its staff, desires to maintain its facility in a clean, pleasant and safe manner. The library is to be used as a place to read, choose books and other library materials, use computers and the photocopy machine, attend library programs, and request information from library staff.

Occasionally, a library visitor engages in behavior that is unacceptable or dangerous to other patrons, library staff, or volunteers. Unacceptable behavior is defined as any behavior that constitutes a crime, impinges on the rights of others, could result in injury to oneself or others, or could result in damage to or loss of library property. The following listed behaviors are considered by the library to constitute unacceptable behavior. It is the policy of the library to ask people to modify unacceptable behavior or to leave the library premises. In the case of a suspected criminal offense, or refusal to modify unacceptable behavior, the Willcox Department of Public Safety will be contacted.

Criminal behaviors include, but are not limited to the following:

- Theft
- Vandalism to library property (including facilities, equipment or materials)
- Entering the library with any instrument that may be used as a weapon (a weapon is defined as anything that can be used to cause injury and includes, but is not limited to, guns, knives, explosive devices, clubs, or caustic chemicals)
- Physical or verbal fighting (this behavior may be considered to constitute assault or disorderly conduct depending on the severity)
- Use of library computers or Internet in any way that violates Willcox City Ordinances, Arizona or Federal laws
- Exhibitionism or flashing of a sexual nature
- Gambling

Other unacceptable behaviors include, but are not limited to the following:

- Using offensive or abusive language, violent or seriously disrupting behavior, or making unreasonable noise
- Consuming food or drink by library patrons is generally not permitted, except in specific designated areas
- Intoxication of any kind
- Use of tobacco products of any kind
- Use of radios, tape or CD players, or other noise-emitting electronic devices without the use of headphones
- Leaving children younger than seven at the library without appropriate supervision (appropriate supervision means controlling any behavior by young children that could disrupt other library patrons or staff)
- Disciplining children in the library in a manner that injures the child or disrupts others
- Use of cell phones, including camera phones, except in specifically designated areas
- Soliciting for any purpose

XIII. ARIZONA RESOURCE ACCESS AND ATTAINMENT POLICY (AzRAP)

- A. The Elsie S. Hogan Community Library is committed to working with all public, private, academic, school, special and tribal libraries to help all Cochise County residents find the information they need and want, and to attain that material.

B. To assure that result, and in return for access to the Worldwide Cataloging System (WorldCat), unlimited Inter-Library Loan (ILL) fees paid, and batch loading as needed, the Elsie S. Hogan Community Library will:

1. Support the Statewide database project that provides a broad range of topics available to all residents, and to all public and K-12 public and charter school libraries, and if called upon, share costs, **if or when necessary**, with the Cochise County Library District.
2. Support pilot projects allowing this library to test new technologies to meet patrons' needs, such as e-readers, and alternative means, such as purchase-on-demand.
3. Support training for library staff members on Reference Services, including helping patrons find materials through virtual services.
4. Work with patrons, at no charge, to locate materials.
5. Provide specific information on attaining material. The library will offer several options to attain material, including: patron purchase of low-cost materials, such as print-on-demand; library (district) purchase of materials; database and web sources; and inter-library loan.
6. When materials can **only** be attained for a reasonable cost through inter-library loan, the library will offer to secure the materials, with the patron covering the postage costs (capped at \$6 per item), and any fees charged by the lending library. No other fees or charges will be passed on to the patron.
7. Provide materials to other Arizona public, regent, or community college libraries at no charge (fee).
8. Provide the Arizona State Library, Archives and Public Records (ASLAPR) with an electronic copy of this policy each time it is updated.

C. The Elsie S. Hogan Community Library will maintain constant compliance with this policy in order to apply for and receive future Library Services and Technology Act (LSTA) and State Grants-In-Aid (SGIA) Grants.

XIV. ELSIE S. HOGAN COMMUNITY LIBRARY MEETING ROOM POLICY

A. Purpose

The Library Meeting Rooms are for meetings or programs of an educational, philanthropic, cultural, recreational or civic nature, and for other functions, which, in the judgment of the City of Willcox and the Library Director, will benefit the residents of the community.

B. Statement of Policy/Principles

1. Use of a Library meeting room for City of Willcox, Library, Library-affiliated or Library-sponsored/co-sponsored meetings or programs shall have priority over all other requests. Thereafter, requests are considered in the following order:

- a. Federal, State, County, City and Town governments and their committees/agencies.
- b. All other users on a first come, first served basis.
2. The Library reserves the right to relocate or cancel a booking of a Library meeting room, for either City of Willcox business or a Library program, with a 24-hour notice.
3. Scheduling of a meeting or program of a group or organization in the Library does not in any way constitute an endorsement by the Library of the group or organization; its activities; or of the ideas and opinions expressed during the course of meetings or programs held at the Library.
4. The use of the name, address or telephone number of the Elsie S. Hogan Community Library as the address for any group using the Library for meeting purposes is prohibited.

C. Guidelines

1. All requests to use the meeting rooms must be made in advance by a Willcox resident who takes responsibility for the group's compliance with this policy and for protection of all Library property in connection with the meeting.
2. Local non-profit organizations and associations may use a Library meeting room free of charge during Library hours. They must allow the general public access to their meeting, and may not charge admission fees.
3. For-profit groups and businesses may use a Library meeting room for education and training, but may not sell or dispense their product, distribute advertising, or schedule appointments for follow-up sales.
4. No group may transfer use of a Library meeting room to another group.
5. All fees are due upon submission of the application form.

D. Fee Schedule:

	Non-Profits/Associations	For-Profit/Private Use
Use During Library Hours	No Charge	\$35.00
Use Before/After Library Hours + Key Deposit (refundable)	\$25.00 + \$100.00	\$50.00 + \$100.00
Equipment Charge (Reserved in Advance)	No Charge	\$15.00
Food Service Cart Charge (During Library Hours Only)	No Charge	\$15.00
Coffee Maker (ea)	\$2.50	\$5.00
Iced Tea Maker	\$2.50	\$5.00
Microwave	\$2.50	\$5.00
popcorn Machine	\$5.00	\$10.00
Toaster	\$2.50	\$5.00

1. Normal Library Hours are as follows: **Monday, Tuesday, Wednesday, 10 – 6; Thursday, 10 – 7; Friday, 9 – 5; Saturday, 9 – 2; Closed Sundays and Holidays.**
2. Meetings must begin within 15 minutes of our scheduled closing time or an After Library Hours charge will apply. Those starting before 8 AM incur Before Library Hours charge.
3. The Meeting Rooms will **not be available on Sundays and Holidays.**

E. Application Form and Procedure:

1. Reservations are made with the Director of the Library by submission and approval of the Meeting Room Application Form.
2. The person signing the Application Form must be over 18 years of age and in attendance when the Meeting Room is in use. That person shall be responsible for the conduct of their group, payment of fees and for protection of library property in connection with the meeting.
3. Reservations must be made at least seven days prior to the meeting date, in order to allow sufficient time to process the application and to notify the contact person. Applications may be accepted up to 6 months in advance.
4. Any fees are due with the Meeting Room Application.
5. The applicant will be contacted by the Library Director or his/her agent if use of the room is not approved.
6. Cancellation of reservations for meetings is required 10 days in advance for the return of any fees.

F. User Responsibilities:

1. Chairs and tables will be provided, but must be set up by each group. Groups are responsible for returning furniture and equipment to the configuration in which the room was found.
2. Groups and/or individuals using the Meeting Rooms on Fridays and Saturdays must be responsible for disposal of trash on a carry-in/carry-out basis.
3. Groups are responsible for cleaning up after themselves, and for any damage resulting from their use.
4. Lights and equipment must be turned off.
5. Use of the Meeting Rooms when the library is closed requires a meeting with someone on the Library Staff to obtain a key and review alarm procedures.
6. The Kitchen must be cleaned and returned to the condition in which it was found.
7. Smoking is not permitted anywhere on these premises.
8. Failure to abide by any of these rules for meeting room use may be justification for denying the group further use of meeting room.

XV. ARIZONA ADDRESS CONFIDENTIALITY PROGRAM (ACP)

All persons enrolled in this Program by the AZ Secretary of State's office, upon displaying proper documentation to a Library staff member, will be issued a Temporary Patron ID card, with the ten dollar (\$10.00) fee waived. Any and all questions will be referred to either the Library Supervisor or Director.

CITY OF WILLCOX
ELSIE S. HOGAN COMMUNITY LIBRARY
 100 North Curtis Avenue
 Willcox, AZ 85643
 Tel.: (520) 766-4250
 Fax: (520) 384-0126

FOR OFFICE USE ONLY:

Approved Not Approved _____ Initials

Meeting Room - A B C D E

Fee charged: _____ Equip. charged: _____
 Paid: \$ _____ Key Deposit: \$ _____

APPLICATION FOR USE OF PUBLIC LIBRARY MEETING ROOM

Please complete this application and return it to: Director, Elsie S. Hogan Community Library, 100 North Curtis Ave, Willcox, AZ 85643-2150. Phone: (520) 766-4250; Fax: (520) 384-0126.

If the application is incomplete or illegible, it will be returned to you unapproved.

If you already made a tentative telephone reservation and you wish to hold it, you must submit this application on or before _____.

Date(s) of your meeting?

--	--	--	--	--	--	--

What time would you like the room open? _____

What time does your meeting start? _____ What time does it end? _____

Name of your organization? _____

Organization is: Non-Profit Association For-Profit Private Use Government

Purpose of your meeting? _____

Estimated attendance. _____ (Maximum capacity for room is 45)

Number of chairs needed _____ Number of tables needed _____

Equipment requested _____

The undersigned, on behalf of the above named organization, hereby indicates that he/she has read and agrees to comply with the policy and procedures governing the use of a Library meeting room. The undersigned assumes all and exclusive responsibility for the preservation of order and the sole responsibility for any injury to persons, damage to Library facilities or Library or personal property, or loss of Library or personal property that may result from this use. Elsie S. Hogan Community Library will not be held responsible for any materials, equipment, or personal belongings left in the building.

Date of application Signature of applicant Print Name

Email: _____

Contact person _____ Phone _____

Address _____ City _____ State _____

XVI. LIBRARY INTERNET, WIRELESS & COMPUTER USE POLICY (2012)

In accordance with the mission of the Elsie S. Hogan Community Library, public access to the Internet is provided as an integral part of information services. As the Elsie S. Hogan Community Library is a gateway and guide to ideas, information and entertainment, the Library endeavors to develop collections, services and resources to fulfill this mission. In accordance with this mission, one such resource is public access to the Internet, whereby the Library provides free access for all cardholders in good standing, and free WI-FI for customers with their own laptops.

The Internet is a global entity with a highly diverse user population, and library customers use it at their own risk. Internet users should be aware that not all sources on the internet provide accurate, complete or current information. Provision of Internet service does not imply that the Elsie S. Hogan Community Library endorses or approves of any material accessed. **The Library assumes no responsibility for any direct, indirect, or consequential damages resulting from its connections to the Internet, nor can it guarantee privacy of any Internet sessions.**

Child Safety on the Internet

The Elsie S. Hogan Community Library provides Internet access on PCs which are filtered appropriately for youth, to comply with the federal Children's Internet Protection Act (CIPA), and adult areas of the Library. Each PC is labeled to indicate its level of filtering. Even with filtering, some Internet sites that are inappropriate in a library setting may be displayed. Because the Library is a public place, Library staff has the authority to end an Internet session when such material displays, at which time a warning message is sent electronically to the user. The second violation of this policy may result in suspension of their computer use privilege for a period of time.

Parents or guardians, *not* the Library or its staff, are responsible for the Internet information selected and/or accessed by their children, and must grant formal permission for access in writing, through the "Authorization of Internet Access by Minors" form. Wireless Internet service is **not** filtered. Parents are encouraged to discuss the use of the Internet with their children in relation to family values and boundaries, and to monitor their children's use of the Internet. Because there is no age requirement for using PCs in certain areas, and because no filtering software is 100% effective, parents are advised that objectionable material could still be accessible. As a public institution, open to use by minors, the Library restricts access to certain materials as described in the Arizona Harmful to Minors Act, (ARS Title 34, Chapter 5, Sections 13-3501, 13-3506, 13-3507, and 13-3508). Violation of this law is a **Class 6 felony. ACCESS TO OBSCENE, PORNOGRAPHIC, OR SEXUALLY EXPLICIT MATERIALS TO POST, VIEW, READ OR PRINT IS STRICTLY FORBIDDEN.**

The Elsie S. Hogan Community Library reserves the right to suspend a customer's privilege to use the Internet due to illegal or unethical use of the Internet or for any other violation of policy or guidelines, and also to modify this policy and guidelines at any time.

Internet, Wireless and Computer Use Guidelines

The following guidelines have been established to maximize fair usage of the Elsie S. Hogan Community Library computer resources:

1. All workstations are available for use via the automated reservation system or for wireless access login codes, at the front Circulation Desk. Access to computers in the Teen area is limited to young adults ages 14-17. Minors (age 17 and under) may not use the Internet without a proper authorization form on file, signed by their parent or legal guardian.

2. For Internet access using the automated reservation system, users need to be registered Elsie S. Hogan Community Library cardholders in good standing; for out-of-county/state users, a temporary Guest Card may be issued.
3. Users shall not commit fraud by using another patron's library card, name, or identification.
4. Computers are available during normal hours of library operation. Time limits apply. Time limits are managed by Envisionware's PC Reservation module. Each location provides several computers with various initial time periods, from 30 minutes to 1 hr. These limits may be extended by the user in 30 minute increments, up to double the initial time period, if no one is waiting. The last sign-up is 45 minutes before closing and patrons will have only 30 minutes on the computer. The automated computer management system will shut down all public access computers at a designated time each day.
5. Customers may not use their own software programs on the library's computers.
6. Customers may not download any files onto the hard drives of library computers. Downloads should be made directly onto their own floppy disk, CD-R, CD-RW, or are available for purchase. Customers may also bring in a USB flash drive. Headphones are required for sound, and are also available for purchase.

WARNING: Files downloaded from the Internet may contain a virus. When using the wireless service, customers should have virus checking software on their own computer to check downloaded files. The Elsie S. Hogan Community Library is not responsible for damage to a customer's disk or computer, or for any loss of data, damage, or liability that may occur from use of the library's computers or its connection to the Internet.

7. Library staff cannot provide in-depth training or troubleshooting concerning the Internet, wireless Internet access, or the customer's equipment.
8. Material may be printed at a cost of twenty-five cents (\$0.25) per page. Patrons will be charged for all pages printed. It is the responsibility of the patron to properly select pages to print. The automated print management system will give you prompts. Please ask for assistance if needed. The Library does not provide color printers. Regarding the wireless service, printers are not available for use with the customer's equipment. Documents that need to be printed should be saved to a floppy, CD or flash drive and printed from the library's equipment.

WHILE EXPLORING THE INTERNET, PLEASE REMEMBER:

Customers may not always be able to access all the sites they wish for various reasons: the host computer may be out of service or have changed its address, lines to the host computer may be congested, or the Library's connection may be temporarily down.

COMPUTER/INTERNET USER RESPONSIBILITIES:

1. Respect the privacy of other library customers during their computer sessions.
2. Illegal or unethical use of the Internet is prohibited. The Library cooperates fully with authorities wishing to prosecute criminals.
3. Sending lewd, threatening, or unsolicited e-mail/text messages is prohibited.
4. Damaging or altering computer hardware or software is illegal, and perpetrators will be prosecuted.

5. Customers may not attempt to circumvent or compromise the security of any host, network, or account. This includes, but is not limited to, probing the security of other networks, logging into a server or account that the customer is not expressly authorized to access, or masquerading as another person in order to obtain access to their account.
6. The Library makes no guarantees about and is not responsible for the security of information transmitted and received during your wireless Internet session. Wireless signals can be intercepted and cables can be tapped. Only connections to secure web sites are encrypted.
7. While using library computers, customers are expected to abide by policies regarding food, drink, and behavior, as outlined in the Elsie S. Hogan Community Library General Policy.

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item 15
Tab Number 9
Date: 07-02-2012

Date Submitted:

June 18, 2012

Date Requested:

July 2, 2012

Resolution

Ordinance

Formal

Other

Subject: Revision of Lease
of City property for park and
pickup area for **Jacobs**
employees

TO: MAYOR AND COUNCIL

FROM: Jeff Stoddard, Supervisor of Development Services

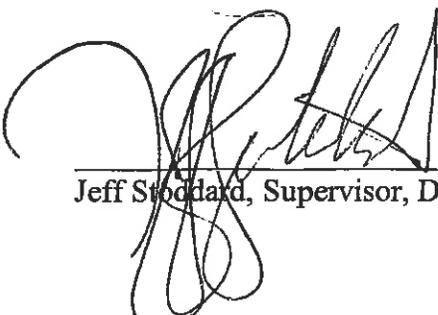
DISCUSSION: **Jacobs Field Services** (Larry Johnston) has asked the City of Willcox if they could revise the rent/lease agreement of Quail Park for the park and pickup area for their employees to a month to month lease agreement (was for 18 months) with a thirty day written notice of cancellation required.

RECOMMENDATION: It is the recommendation of this department to approve revised rental agreement between the **Jacobs Field Services** (Larry Johnston) and the City of Willcox.

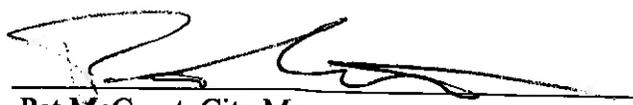
FISCAL IMPACT: The rental amount of this parking area in Quail park would be one thousand dollars (\$1000.00) a month that would go to the General Fund. (As a separate item on the Agenda the City Council will consider allowing a portion of this rent to be paid to the Streets Fund to offset the cost of preparation of the area for use as a parking lot.)

Submitted by:

Approved by:



Jeff Stoddard, Supervisor, Development Services



Pat McCourt, City Manager

**CITY OF WILLCOX, COCHISE COUNTY, ARIZONA
RESOLUTION NO: 2012-61**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA APPROVING AND ADOPTING THE AMENDED PARKING LEASE BETWEEN THE CITY OF WILLCOX [“LESSOR”] AND JACOBS COMPANY [“LESSEE”] FOR PARKING AND PASSENGER PICKUP AREA AT QUAIL PARK ON PARCEL #202-43-015B, AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.

WHEREAS, the Mayor and Council of the City of Willcox shall have control of the finances and property of the corporation pursuant to A.R.S. Section 9-240(A) and Section 9-499.01 et seq.: and

WHEREAS, the LESSOR is authorized pursuant to A.R.S. § 9-241(A) to lease property necessary or proper to carry out the purposes of the corporation, within or without its limits; and

WHEREAS, LESSOR and LESSEE desire to enter into a Lease for specific space to place a **Parking and Passenger Pickup Area** on Parcel #202-43-015B at Quail Park under a Lease Agreement for a month to month term beginning on the date specified in the Lease; and

WHEREAS, the Mayor and Council has determined that it is in the best interest of the City and its citizens to authorize and approve the Amended Lease Agreement as presented; and

WHEREAS, Mayor and Council desire to have this item presented to the Willcox City Council at the next Council Meeting on July 2nd, 2012; and

WHEREAS, it is necessary for the preservation of the peace, health, and safety of the City of Willcox, Cochise County, Arizona, that an emergency be declared to exist to assure timely approval of the Lease, and that this Resolution be effective immediately upon its passage and adoption.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Willcox, Cochise County, Arizona, that the City hereby formally authorizes and approves the Amended Lease with LESSEE on Parcel #202-43-015B as stated above and authorizes the Mayor to execute this Resolution.

BE IT FURTHER RESOLVED by the Mayor and Council that, due to an existing emergency declared herein, the immediate effectiveness of this Resolution is necessary to preserve the peace, health, and safety of the City of Willcox, Cochise County, Arizona, and this Resolution shall therefore be effective upon its passage and adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Willcox, Cochise County, Arizona this _____ day of July, 2012

APPROVED/EXECUTED

MAYOR, ROBERT A. IRVIN

ATTEST:

APPROVED AS TO FORM:

City Clerk, Virginia A. Mefford

City Attorney, Hector M. Figueroa, Esq.

RESOLUTION NO: 2012-61

An Agreement to Lease City land from the City of Willcox

Lease #2012-1

DEFINITIONS:

“Premises”: a defined area of land within the LESSOR’S Property upon which the LESSEE is given permission to erect and maintain a Billboard and its structure.

“Property”: a piece of land owned by the LESSOR upon which a smaller Premise is being defined for **Parking and Passenger Pickup Area.**

LEASE CONTRACT

This lease, made this _____ by and between the **CITY OF WILLCOX**, a municipal corporation, (hereinafter **“LESSOR”**) and **Jacobs Field Services** (hereinafter **“LESSEE”**). The **LESSOR**, for and in consideration of the rent specified to be paid by **LESSEE**, and the covenants and agreements made by the **LESSEE**, hereby leases the following described property: Area located within Quail Park (See Attachments A and B) 801 N. Quail Dr. Willcox, AZ. 85643 Parcel# 202-43-015B

To have and to hold unto said **LESSEE** on the following terms and conditions:

- 1. TERM:** The terms of this lease shall be month to month basis with a thirty (30) day written notice of cancellation. This contract will take effect one (1) week from signed contract by **LESSEE**.
- 2. RENTAL:** The **LESSOR** shall receive from the **LESSEE** (as compensation for the use of the Parking Area) payments in monthly installments of **One Thousand (\$1000.00) Dollars per month due no later than the third day of each month.** If that day falls on a weekend or legal holiday, the rent is due on the next business day. Payments shall be paid by personal check, money order or cashier’s check only, to City of Willcox at, 101 S. Railroad Avenue, Willcox, Arizona 85643.

Full payment is due to the City on or before the third business day of each month. Any payment received after the third business day of the month is considered delinquent and subject to a late charges of **Two Hundred (\$200.00) Dollars**, until the entire outstanding balance is paid. Failure to receive full payment by the **15th day of a month** which is due and owing will be declared to be a default and reason for immediate termination of this agreement. Any payment received will be applied first to any penalties owed. The City Manager (or designee) is authorized to make payment arrangements if the outstanding balance does not exceed two (2) months owed.

3. RENEWAL OPTION. **LESSEE** shall have the right to renew this Lease for additional term upon the same terms and conditions contained herein except for rental which shall be negotiated and agreed upon no less than thirty (30) days prior to the expiration of the original term. Failure of the parties to agree on a mutually acceptable rental shall result in the renewal option automatically terminating.

4. PURPOSES: Said property shall be used for **Vehicle Parking and as a Passenger Pickup Area** and for no other purpose whatsoever without the written consent of City.

5. BUILDINGS AND IMPROVEMENT: LESSEE may, at Lessee's sole cost and expense, make such changes, alterations or improvements (including the construction of buildings) as may be necessary to fit said premises for such use, and all buildings, fixtures and improvements of every kind or nature whatever installed by LESSEE, shall remain the property of LESSEE, who may remove the same upon the termination of the lease, provided, that such removal shall be done in such a manner as not to injure or damage the property; and provided further that should LESSEE fail to remove said buildings, fixtures or improvements as above provided, City at its option may require LESSEE to remove the same. In the event that said LESSEE shall fail to remove said buildings, fixtures and improvements after receipt to notice from LESSOR, City employees may remove the same and dispose of the same as it sees fit, and LESSEE agrees to sell, assign, transfer and set over to City all of Lessee's right, title and interest in and to said buildings, fixtures, improvements and any personal property not removed by LESSEE, for the sum of one dollar (\$1.00). LESSEE further agrees that should LESSOR remove said buildings, fixtures and improvements as above provided, that Lessee will pay the City upon demand, the cost of such removal, plus the cost of transportation and disposition thereof.

6. TAXES: LESSEE shall pay any taxes and assessments upon personal property, buildings, fixtures and improvements belonging to LESSEE and located upon the property, and all leasehold and possessory interest, taxes levied or assessed by any property taxing authority.

7. REPAIRS AND MAINTENANCE: LESSEE represents that LESSEE has inspected and examined the property and accepts the property in its present conditions and agrees that LESSOR shall not be required to make any improvements or repairs whatsoever in or upon the property or any part thereof; LESSEE agrees to make any and all improvements and repairs at Lessee's sole cost and expense, and agrees to keep said properties safe and in good order and condition at all times during the term hereof, and upon expiration of this lease, or any earlier termination thereof, the LESSEE will quit and surrender possession of said premise as quietly and peaceably and in good order and condition as the same was at the commencement of this lease, reasonable wear, tear and damage by the elements excepted; LESSEE further agrees to lease the property, free from all nuisance and dangerous and defective conditions.

8. ASSIGNMENT AND MORTGAGE: Neither the property nor any portion thereof shall be sublet, nor shall this lease, or any interest therein, be assigned, or mortgaged by LESSEE, and any attempted assignment, subletting, or mortgaging shall be of no force or effect, and shall confer no rights upon any assignee, sub-lessee, mortgagee or pledgee. In the event that LESSEE shall become incompetent, bankrupt, or insolvent, or should a guardian, trustee, or receiver be appointed to administer Lessee's business affairs, neither this lease nor any interest herein shall become an asset of such guardian, trustee or receiver, and in the event of the appointment of any such guardian, trustee, or receiver this lease shall immediately terminate and end.

9. INSURANCE and INDEMNIFICATION: LESSEE shall provide LESSOR written evidence that premiums on such policies are paid and that said policy is in full force and LESSEE shall maintain, at Lessee's sole cost and expense, liability insurance for any and all damages resulting in personal injury or property damage in connection with the Parking Area (Attachment A). All equipment and other property placed on the Property by LESSEE and all other occurrences arising out of Lessee's use of the Property. Such insurance shall name LESSOR as an additional insured/loss payee and shall be in

an amount not less than \$ 1,000,000 and shall contain a provision that the policy shall not be terminated, amended or altered except upon 30 days prior written notice to LESSOR. LESSEE shall provide proof of such insurance no less frequently than annually.

LESSEE shall indemnify and hold LESSOR and all of Lessor's affiliated companies, officers, directors and employees (all of such entities collectively being included in the term "LESSOR" for the purposes of this Paragraph) from and against any and all liability arising out of Lessee's use of, or act or omission in connection with, the Premises. Such indemnification shall included but not be limited to reimbursing LESSOR for all damages, costs, fees (including attorneys' fees), expenses and claims made against LESSOR arising out of Lessee's use of the Premises.

The obligation of LESSEE to indemnify LESSOR and hold LESSOR harmless shall survive the termination of this Lease Agreement.

Failure of the LESSEE to maintain insurance is grounds for termination of this Lease by the LESSOR.

10. DENIAL OF WARRANTY CONCERNING TITLE OR CONDITIONS: The LESSOR makes no specific warranties, expressed or implied, concerning the title or condition of the land, including survey, access, or suitability for any use, including those uses authorized by this lease. The Lessee leases the land subject to any and all valid existing rights, covenants, terms, and conditions affecting the Lessor's title to the land in existence on the effective date of this lease

11. MECHANICS LIENS: Lessee agrees that at least five (5) days before any construction work, labor or materials are done, used or expended by LESSEE or on Lessee's behalf by any person, firm or corporation by any contractor, that LESSEE will post and record, or cause to be posted and recorded as provided by law a notice of non-responsibility on behalf of LESSOR, giving notice that the City of Willcox is not responsible for any work, labor or materials used or expended or to be used or expended on the property.

12. TERMINATION BY CITY: LESSOR may terminate this lease at any time if it should be determined by its City Council that public necessity and convenience requires it to do so, by serving upon LESSEE in the manner herein provided a written notice of its election to so terminate, which notice shall be served at least thirty (30) days prior to the date in said notice for such termination.

13. DEFAULT: In the event that LESSEE shall be in default of any rent or in the performance of any of the terms or conditions herein agreed to be kept and performed by LESSEE, then in that event, LESSOR may terminate and end this lease, forthwith, and City officials may enter upon said premises and remove all persons and property thereon, and LESSEE shall not be entitled to any money paid hereunder or any part thereof; in the event LESSOR shall bring a legal action to enforce any of the terms hereof or to obtain possession of the property by reason of any default of Lessee, or otherwise, LESSEE agrees to pay LESSOR all costs of such action, including attorney's fees.

14. HOLDING OVER: In the event that **LESSEE** shall hold over and remain in possession of the property with the written consent of the City Council such holding over shall be deemed to be from month to month only, and upon all of the same rents, terms, covenants and conditions as contained herein.

15. NOTICES: Any notices which are required hereunder or which either **LESSOR** or **LESSEE** may desire to service upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage prepaid, return receipt requested, addressed to **LESSEE** at 333 E. Wetmore Road, Suite 600, Tucson, Arizona, 85705 or to **LESSOR** addressed to City 101 S. Railroad Ave, Suite B., Willcox, AZ. 85643.

16. WAIVER: Waiver by **LESSOR** of any default in performance by **LESSEE** of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

17. CITY MAY ENTER: **LESSEE** agrees that **LESSOR**, its agents or employees, may enter upon the property at any time during the term or any extension hereof for the purposes of inspection, digging test holes, making surveys, taking measurements, and doing similar work necessary for the preparation of plans for the construction of buildings or improvements on said premises, with the understanding that said work will be performed in such a manner as to cause minimal interference with the use of the property by **LESSEE**.

18. SUCCESSORS IN INTEREST: All of the terms, covenants and conditions contained herein shall continue, and bind all successors in interest of **LESSEE** herein.

19. COMPLIANCE WITH LAWS: **LESSEE** agrees to comply with all laws, ordinances, rules and regulations which may pertain or apply to the property or the use thereof.

20. CANCELLATION FOR CONFLICT OF INTEREST. This **CONTRACT** may be cancelled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

21. STATUTORY REQUIREMENTS. E-verify requirements: To the extent applicable under A.R.S. § 41-4401, **LESSEE** warrants compliance, on behalf of itself and any and all subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). **LESSEE'S** breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and the City may terminate the Agreement. The **LESSOR** retains the legal right to inspect the papers of **CONTRACTOR** who works on the Agreement to ensure that **CONTRACTOR** is complying with the above-mentioned warranty.

Scrutinized Business Operations: To the extent applicable under A.R.S. Title 35, Articles 7 through 9, **LESSEE** certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in LAWS 2008 CH. 1 or LAWS 2008 CH. 295, as applicable. If the **LESSOR** determines that any **CONTRACTOR** (working under the terms of this Agreement) submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.

22. 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.

23. MISCELLENEOUS PROVISIONS

- a) The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
- b) No modification, amendment, addition to or termination of Agreement, nor waiver of any of its provisions, shall be valid or enforceable unless in writing and signed by all of the parties, except as herein otherwise provided.
- c) Agreement shall be binding on the parties, their distributees, legal representatives, successors and permitted assigns. Agreement is personal to each of the parties, and neither party may assign nor delegate any of its rights or obligations hereunder without first obtaining the written consent of the other party.
- d) Any and all notices required or permitted to be given under Agreement will be sufficient if furnished in writing, sent by registered mail to the address listed in this Agreement.
- e) In any action or proceeding brought by any party under this Agreement, the prevailing party shall be entitled to recover from the other party attorneys' fees, investigating costs, and other legal expenses and court costs incurred by such prevailing party in such action or proceeding as the court may find to be reasonable.
- f) The Agreement shall be interpreted, construed, and governed according to the laws of the State of Arizona with controlling jurisdiction in the Cochise County Superior Court.
- g) In the event that any one or more of the provisions contained in Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions hereof, and Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
- h) The paragraph or section headings contained in the Agreement are for convenience only and shall in no manner be construed as a part of Agreement.
- i) The Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter of the scope of work contained herein.
- j) Each party (which is a signatory) to the Agreement has full authority to enter into this Agreement.

24. REVIEW BY LEGAL COUNSEL. Legal counsel for the **LESSOR** shall review and approve this **AGREEMENT** as to form as required pursuant to A.R.S. § 11-952(D).

25. NOTICE INFORMATION.

Changes in the respective contact person, contact address, or other contact information to which such notices may be directed may be made from time to time by either party by written notice to the other party in accordance with the provisions of this section.

IN WITNESS WHEREOF, the CITY OF WILLCOX, COCHISE COUNTY, ARIZONA has formally approved this LEASE AGREEMENT and has authorized its execution pursuant to Resolution No. 2012-_____.

LANDLORD - CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

By: _____

_____ Date

Its: _____

Printed Name of Landlord Signatory:

Address: _____

Tel No: () _____

SS or Tax ID No: _____

ATTEST:

APPROVED AS TO FORM:

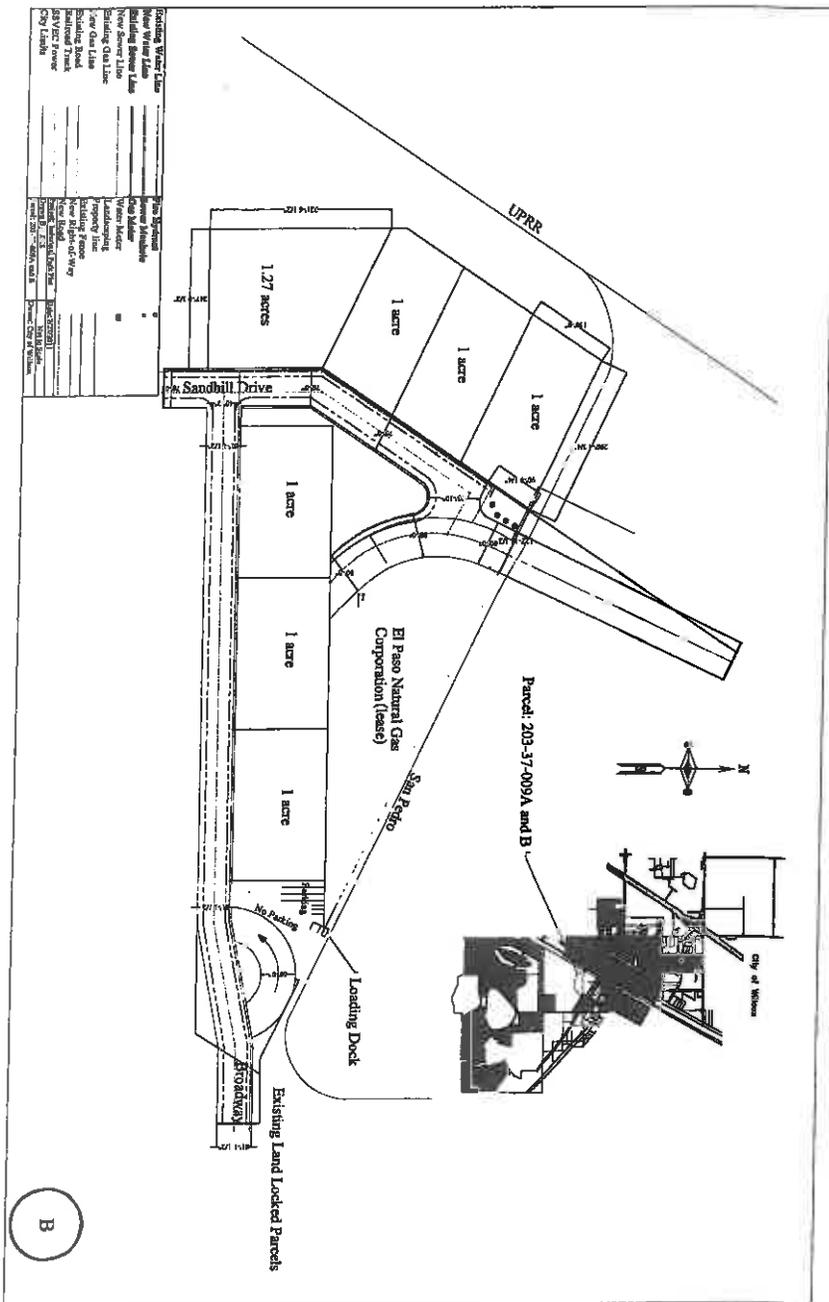
City Clerk, Virginia A. Mefford

City Attorney, Hector M. Figueroa

(Larry Johnston, Jacobs Project Manager)

Date

IN WITNESS WHEREOF, _____ has formally approved this LEASE AGREEMENT and has authorized its execution.



**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 16
Tab Number: 10
Date: 07-02-12

Date Submitted:
6-26-12
Date Requested:
7-02-12

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject: Approval of License with Valley Connections L.L.C. for a cable Television License

TO: MAYOR AND COUNCIL

FROM: City Manager

DISCUSSION: Valley Connections L.L.C. (Valley) took over the Cable Television operations of Cox earlier this year. Valley had an expired license for Cable Television services. The proposed license is in conformance with the City Code, the State Law, and Federal laws and regulations.

The City Council held a Public Hearing as per the Public notices in the Arizona Range News concerning the proposed license earlier this evening.

The license permits Valley to use the City Right of Ways (ROW) to deliver their service. Valley will pay the City a 5% fee (which is permitted to be reduced by any sales tax that they pay to the City for services delivered: i.e. the net effect is a 2% fee) for the use of the public property (ROW).

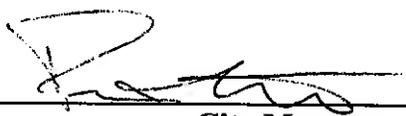
The license has been negotiated between the parties and is mutually acceptable. The term of the license is twenty five (25) years.

RECOMMENDATION: Approve the Agreement which will ratify the existing services and permit the continuation of cable services within the City limits during the term of the agreement.

FISCAL IMPACT: The General Fund does receive approximately \$6000/yr from the licensing fees.

Prepared by: Pat McCourt

Approved by: _____


City Manager

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**CITY OF WILLCOX, COCHISE COUNTY, ARIZONA
RESOLUTION NO: 2012-62**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA RATIFYING AND APPROVING THE EXISTING VALLEY CONNECTIONS LLC (“VALLEY”) CABLE TELEVISION SERVICES LICENSE AND THE FORMER COX CABLE TELEVISION LICENSE (“COX”) UNDER THE SERVICES AGREEMENT (“AGREEMENT”) IN THE CITY OF WILLCOX (“CITY”) AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND DECLARING AN EMERGENCY TO EXIST.

WHEREAS, the CITY is empowered pursuant to A.R.S. § 9-240 (A) and (B) to control the finances and property of the corporation; and

WHEREAS, the CITY is authorized pursuant to A.R.S. § 9-240 (B) to exercise exclusive control over the streets, alleys, avenues and sidewalks of the city and to improve same; and

WHEREAS, the CITY has the authority to issue a License and to regulate the construction, operation and maintenance of cable television systems pursuant to Title 9, Chapter 5, Article 1.1 A.R.S. §§ 9-501; 9-505; 9-506; 9- 507; 9-508; 9-583 and 9-583; and

WHEREAS, the CITY approved and adopted the Transfer of the COX Cable Television Services to VALLEY in order to continue to serve the former COX customers; and

WHEREAS, the CITY desires to Ratify the expired VALLEY License under the existing Cable Television Services and desires to approve the transfer of the former COX Cable Television Services in order to continue to serve the former COX customers; and

WHEREAS, CITY desires to have this item presented to Mayor and Council at its next Council Meeting on July 2nd, 2012; and

WHEREAS, the Mayor and Council of the City of Willcox, Cochise County, Arizona have determined that it is in the best interest of the CITY and its citizens to ratify, approve and adopt the VALLEY License Agreement as presented; and

WHEREAS, it is necessary for the preservation of the peace, health, and safety of the City of Willcox, Cochise County, Arizona, that an emergency be declared to exist to assure timely and immediate implementation and continuation of cable television services, and that this Resolution be effective immediately upon its passage and adoption.

BE IT RESOLVED by the Mayor and Council of the City of Willcox, Cochise County, Arizona, that the City hereby formally ratifies, approves and adopts the Valley License Agreement as presented, authorizes the Mayor to execute this License Agreement and directs the City Manager to carry out the intent of this Resolution.

BE IT FURTHER RESOLVED by the Mayor and Council that, due to an existing emergency declared herein, the immediate effectiveness of this Resolution is necessary to preserve the peace, health, and safety of the City of Willcox, Cochise County, Arizona, and this Resolution shall therefore be effective upon its passage and adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Willcox, Cochise County, Arizona this _____ day of July, 2012

APPROVED/EXECUTED

MAYOR, ROBERT A. IRVIN

ATTEST:

APPROVED AS TO FORM:

City Clerk, Virginia A. Mefford

City Attorney, Hector M. Figueroa, Esq.

RESOLUTION NO: 2012-62

**CITY OF WILLCOX, ARIZONA NONEXCLUSIVE, 2011 CABLE TELEVISION
LICENSE WITH VALLEY CONNECTIONS, L.L.C.**

THIS LICENSE is made and entered into as of the ____ day of _____, 2012 by and between the City of Willcox, a municipal corporation duly organized under the laws of the State of Arizona (hereinafter called "Municipality") and Valley Connections, L.L.C. (hereinafter called "Company"), an Arizona Limited Liability Company with its principal place of business in Willcox, AZ.

WITNESSETH

WHEREAS, Company wishes to continue to provide Cable Service in Municipality and has requested a cable license in order to do same; and

WHEREAS, Municipality is authorized to grant one or more non-exclusive licenses for the provision of Cable Service within Municipality by means of a Cable System; and

WHEREAS, Municipality has reviewed Company's request and has considered the terms and conditions of Municipality's current cable Franchise which took effect on December 10, 1996, and

WHEREAS, Municipality has determined that granting of a license on the terms set forth herein is in the public interest and in the interest of Municipality and its residents and will assist in meeting the cable related needs and interests of the community, and

WHEREAS, Municipality has afforded the public adequate notice and an opportunity for comment on this license.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

DEFINITIONS

1.1 [Reserved].

1.2 Affiliate (and its variants) shall mean any entity controlling, controlled by or under common control with the entity in question.

1.3 Authorized Area shall mean the entire area from time to time within the corporate limits of Municipality.

1.4 Cable Gross Revenues shall mean all cash, credits, property of any kind or nature, or other consideration, less related bad debt not to exceed one and one-half per cent annually, that is received directly or indirectly by Company, its affiliates, subsidiaries or

parent or any person, firm or corporation in which Company has a financial interest or that has a financial interest in Company and that is derived from Company's operation of its Cable System to provide Cable Service in Municipality. Gross revenues include all revenue from charges for Cable Service to Subscribers and all charges for installation, removal, connection or reinstatement of equipment necessary for a Subscriber to receive Cable Service, and any other receipts from Subscribers derived from operating the Cable System to provide Cable Service, including receipts from forfeited deposits, sale or rental of equipment to provide Cable Service, late charges, interest and sale of program guides. Gross revenues also include all income the Company receives from the lease of its facilities located in the public ways, roads and alleys, unless services that the lessee provides over the leased facilities are subject to a transaction privilege tax of Municipality. Gross revenues do not include revenues from commercial advertising on the Cable System, the use or lease of studio facilities of the Cable System, the use or lease of leased access channels or bandwidth, the production of video programming by Company, the sale, exchange, use or cablecast of any programming by Company in Municipality, sales to Company's Subscribers by programmers of home shopping services, reimbursements paid by programmers for launch fees or marketing expense, license fees, taxes or other fees or charges that Company collects and pays to any governmental authority, any increase in the value of any stock, security or asset, or any dividends or other distributions made in respect of any stock or securities.

1.5 Cable Services shall mean only:

1.5.1 The one-way transmission to all Subscribers of

(i) video programming, or

(ii) other programming services, by which is meant information which Company makes available to all Subscribers generally, and

1.5.2 Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming services, and

1.5.3 Where "video programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

1.6 Cable System shall mean a facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Services which is provided to multiple Subscribers within the Authorized Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any Public Way; (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of Section 621(c) of such Act, 47 U.S.C. Section 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (iv) an

open video system that complies with Section 653 of Title VI of the Communications Act of 1934, as amended; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

1.7 Company shall have the meaning set forth in the introduction to this License.

1.8 Drop shall mean the cable or wire that connects the distribution portion of the Cable System to a Subscriber's premises.

1.9 Effective Date shall have the meaning set forth in Part 14.

1.10 "EG" Channels shall have the meaning set forth in Part 5.

1.11 [Reserved].

1.12 FCC shall mean United States Federal Communications Commission.

1.13 License shall mean this document.

1.14 License Fee shall mean the fee set forth in Part 7.

1.15 Indemnities shall have the meaning set forth in Section 6.2.

1.16 Municipality shall have the meaning set forth in the introduction to this License. Any authority specified for Municipality under this License may be exercised by its City Manager or his or her designee, except for those matters which by statute can only be exercised by the City Council.

1.17 Normal Business Hours shall have the meaning set forth in Exhibit 47 CFR §76.309.

1.18 Public Ways shall mean all public rights-of-way, streets, highways and alleys which have been dedicated to the public. "Public Ways" shall also include public rights-of-way, streets, highways, and alleys which have not been dedicated to the public to the extent that despite such non-dedication Municipality has the authority to grant the rights set forth herein.

1.19 Subscriber shall mean persons lawfully receiving Cable Services from Company in the Authorized Area. Where the context so requires it shall include potential Subscribers as well.

1.20 System shall have the same meaning as Cable System.

1.21 [Reserved].

2. GRANT OF RIGHTS

2.1 Permission Granted. Subject to all the terms and conditions contained in this License

and the applicable ordinances of Municipality as from time to time in effect; Municipality hereby grants Company permission to erect, construct, install, operate and maintain a Cable System to provide Cable Services in the Authorized Area. Company agrees throughout the term of this License to (a) erect, construct, install and maintain such a Cable System, and (b) provide Cable Services as set forth herein.

2.2 Nonexclusive. This License and all rights granted hereunder are nonexclusive. Municipality reserves the right to grant such other and future licenses as it deems appropriate. Any privilege claimed under this License by Company in any Public Ways or other public property is subordinate to any (a) prior or subsequent lawful occupancy or use thereof by the Municipality or any other governmental entity, (b) prior lawful occupancy or use thereof by any other Person, and (c) prior easements therein; provided, however, that nothing herein extinguishes or otherwise interferes with property rights established independently of this License.

2.3 Line-Extension.

2.3.1 No line extension charge or comparable charge shall be imposed on any current or potential Subscriber for extensions of the Cable System whenever Company receives a request for service from a potential Subscriber within the Authorized Area and there are at least forty (40) dwelling units within Five Thousand Two Hundred and Eighty feet (5,280) cable bearing strand feet (one mile) of Company's trunk or distribution cable. Company shall extend its Cable System to such potential Subscriber(s) at no cost to said potential Subscriber(s). The preceding figures shall be pro-rated upward or downward for distances more or less than Five Thousand Two Hundred and Eighty (5,280) feet. The Five Thousand Two Hundred and Eighty (5,280)-foot distance or any multiple or fraction thereof shall be measured from the nearest technically feasible point of connection to Company's existing Cable System to the point of service to the potential Subscriber along a technically feasible route which is located within the Public Ways or an existing available easement.

2.3.2 A potential Subscriber located beyond the area where the Cable System is extended free of charge under the preceding provisions may obtain service by paying the fee associated with the construction reasonably necessary to extend the Cable System to a point at which such potential Subscriber is entitled to service without an additional charge for line extensions.

2.4 [Reserved].

2.5 Emergencies. Municipality may remove or damage the Cable System in the case of fire, disaster, or other emergencies threatening life or property. In such event neither Municipality or any agent, contractor or employee thereof shall be liable to Company or its customers or third parties for any damages caused them or the Cable System, such as for, or in connection with, protecting, breaking through, moving, removal, altering, tearing down, or relocating any part of the Cable System.

2.6 Alert System. In accordance with the provisions of FCC Rules and Regulations Part

11, Subpart D, Section 11.51(h)(1), as they may from time to time be amended, Company shall install and maintain an Emergency Alert System and shall transmit all Emergency Act Notifications and Emergency Act Terminations relating to local and state-wide situations as may be designated to be an emergency by the Local Primary, the State Primary and/or the State Emergency Operations Center, as those authorities are identified and defined within FCC Rules and Regulations, Part 11.

2.7 Compliance with Applicable Law. In constructing, maintaining, and operating the Cable System, Company shall act in a good and workmanlike manner, observing high standards of engineering and workmanship and using materials which are of good and durable quality. Company shall comply in all respects with all applicable codes, including the National Electrical Safety Code (latest edition); National Electric Code (latest edition); all standards, practices, procedures and the Federal Communications Commission; the requirements of utilities whose poles and conduits it uses; and all applicable Federal, State, and local laws.

2.8 Maintenance and Repair. Company shall keep and maintain a proper and adequate inventory of maintenance and repair parts for the Cable System and a workforce of skilled technicians for its repair and maintenance.

2.9 Easement Usage. To the extent allowed by applicable State and Federal law, this License authorizes the construction of the Cable System over Public Ways, and through easements, within the Authorized Area and which have been dedicated for compatible uses. In using all easements, Company shall comply with all Federal, State, and local laws and regulations governing the construction, installation, operation, and maintenance of a Cable System. Without limitation, Company shall ensure that:

2.9.1 The safety, functioning and appearance of the property and the convenience and the safety of other persons not be adversely affected by the installation or construction of facilities necessary for the Cable System;

2.9.2 The cost of the installation, construction, operation, or removal of such facilities be borne by Company; and

2.9.3 The owner of the property be justly compensated by Company for any damages caused by the installation, construction, operation, or removal of such facilities by Company.

2.10 [Reserved].

2.11 Performance Bond.

2.11.1 Within thirty (30) days after the Effective Date, Company shall deposit with deliver a Performance Bond to the Municipality in an amount not to exceed twenty-five thousand dollars (\$25,000.00) issued by an insurance company with a rating by the AM Best Company of B or better. The form and substance of said Performance Bond will be

used to assure (a) the faithful performance by Company of all provisions of this License; (b) compliance with all orders, permits, and directions of any agency, commission, board, department, division, or office of the Municipality having jurisdiction over Company's acts or defaults under this License; and (c) Company's payment of any penalties, claims, liens, and taxes due to the Municipality that arise by reason of the construction, operation, or maintenance of the Cable System, including cost of removal or abandonment of any of Company's property.

2.11.2 The Performance Bond may be drawn upon by the Municipality by presentation of a claim to the issuing insurance, accompanied by a written certificate signed by the City Manager certifying that Company has been found, pursuant to Parts 11 and 12 below, to have failed to comply with this License, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to the Municipality with respect to the Performance Bond are in addition to all other rights of the Municipality, whether reserved by this License or authorized by law, and no action proceeding against a Performance Bond will affect any other right the Municipality may have.

3. PUBLIC WAYS

3.1 No Burden on Public Ways. Company shall not erect, install, construct, repair, replace or maintain its Cable System in such a fashion as to unduly burden the present or future use of the Public Ways. If Municipality; consistent with how it treats other utilities including electricity, gas and water, but also taking into account its reasonable ability to act given the differing regulatory regimes for, laws applicable to and claimed rights of different providers; in its reasonable judgment determines that any portion of the Cable System is an undue burden, Company at its expense shall modify its System or take such other actions as Municipality may determine are in the public interest to remove or alleviate the burden, and Company shall do so within the time period established by Municipality.

3.2 Preconstruction Meetings. Company shall attend all preconstruction meetings when provided reasonable advance notice of the same by Municipality.

3.3 Minimum Interference. The Cable System shall be erected and maintained by Company so as to cause the minimum interference with the use of the Public Ways and with the rights or reasonable convenience of property owners who adjoin any of the Public Ways.

3.3.1 Company shall move, at its sole expense and upon the practicable request of a property owner, any pedestals that are placed so as to obstruct or significantly impair the only feasible access points to the property, whether public or private, at the time the property is developed for use.

3.4 Restoration of Property. Company shall immediately restore at its sole cost and expense, in a manner approved by Municipality, any portion of the Public Ways

(including any private property located therein) that is in any way disturbed by the construction, operation, maintenance or removal of the Cable System to at least as good condition as that which existed prior to the disturbance, and shall at its sole cost and expense immediately restore and replace any other property, real or personal, disturbed, damaged or in any way injured by or on account of Company or by its acts or omissions, to at least as good condition as such property was in immediately prior to the disturbance, damage or injury. Such a restoration shall start promptly but no more than fifteen (15) days from Company becoming aware of the problem in question.

3.4.1 Company shall promptly reimburse Municipality for the cost of Municipality repairing any Municipal property harmed by Company should Municipality choose to conduct such repairs at its expense after providing Company with reasonable advanced notice.

3.5 Relocation of Facilities. Company shall at its own cost and expense, protect, support, disconnect or remove from the Public Ways any portion of the Cable System when required to do so by Municipality due to street or other public excavation, construction, repair, grading or traffic conditions; the installation of sewers, drains, water pipes, or municipally-owned facilities of any kind; or the vacation, construction or relocation of streets or any other type of structure or improvement of a public agency or any other type of public improvement necessary for the public health, safety or welfare.

3.6 Emergency Notification. Company shall provide Municipality with a twenty-four (24) Hour emergency telephone number at which a named responsible adult representative of Company (not voicemail or a recording) can be accessed in the event of an emergency.

3.7 Private Property/Zoning. Company shall be subject to all laws and regulations regarding private property in the course of constructing, installing, operating or maintaining the Cable System in Municipality. Company shall comply with all zoning and land use restrictions as may currently exist or may hereafter be enacted or amended.

3.8 Underground Facilities. Unless otherwise provided in this License, all new Company facilities in the Public Ways or in any public or private easement shall be located in accordance with City ordinances, as they may be amended from time to time. Nothing contained in this Section requires Company to construct, operate, and maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, stand-by and other power supplies, network reliability units, pedestals, or other related equipment.

3.8.1 If Company extends new service into an area that already has available overhead utility poles, then Company may use such poles for its facilities, subject to agreement with the pole owner. No underground facilities may be moved to poles. Company may not install any poles. Company's existing overhead facilities may remain on poles subject to the requirements of Section 3.8.2 below.

3.8.2 Company's aerial facilities shall be placed underground as set forth below.

3.8.2.1 Where aerial facilities of other utilities in the same span are placed underground at the cost of such other utility, Company shall concurrently (or earlier) place its existing aerial facilities underground at its own expense.

3.8.2.2 Where aerial facilities of other utilities in the same span are placed underground at the cost of the Municipality or a third party, such as a developer, Company shall concurrently (or earlier) place its existing overhead facilities underground only if (a) the cost of such undergrounding is paid by the Municipality or such third party and (b) Company receives timely notification of the undergrounding of such other utility lines and opportunity to participate in joint trench with such other utility(ies). In the event that Company is not notified and given reasonable opportunity to participate in a joint trench with other utility (ies), Company will not be required to place its facilities underground at a later date unless the cost of such undergrounding in excess of the cost to participate in the joint trench is borne by the entity charged with providing Company notice of the joint trench opportunity.

3.8.3 The Municipality shall provide Company with notice of the issuance of building or development permits for planned commercial/residential developments within the Municipality requiring undergrounding of cable facilities. The Municipality shall require as a condition of issuing any permit for open trenching to any utility or developer, that the utility or developer give Company reasonable access to open trenches for deployment of cable facilities and written notice of the date of availability of trenches. Such notice must be received by Company at least ten business days before availability.

3.8.4 All new underground wires or cable placed by Company after the Effective Date shall be placed in conduit except for service drops.

3.8.5 If a Subscriber requests underground Cable Service to a location currently serviced by aerial drop, Company may in addition charge any Subscriber the differential between the cost of aerial and underground installation of the drop to the Subscriber. This provision shall not apply where undergrounding is required by the terms of this Section

3.9 New Developments. To prevent unnecessary disruption and damage to Public Ways and other property, the installation of Cable System must be accomplished in new subdivisions at the same time and in the same trench as other communications, electric, and other permanent services to structures. Except to the extent that federal law grants them other rights, developers of new residential buildings or mobile homes within a new or undeveloped subdivision, new residential units within new multiple occupancy residential developments, and new commercial and industrial buildings and structures shall treat cable television facilities as they treat other communication facilities, utilities, and other underground facilities, in regards to availability and cost of joint trenching for underground installation. This section shall be subject to the density requirement in Section 2.3.

3.10 Temporary Relocation. Upon fifteen (15) business days' notice Company shall

temporarily raise or lower its wires or other equipment upon the request of any person including without limitation, a person holding a building moving permit issued by Municipality. Company may charge a reasonable rate for this service not to exceed its actual direct costs. Company may require payment in advance.

3.11 Vacation. If a Public Way where Company has facilities is vacated, eliminated, discontinued or closed, Company shall be notified of same and all rights of Company under this License to use same shall terminate and Company shall immediately remove the Cable System from such street or Public Way unless Company obtains all necessary easements from the affected property owners to use the former street or Public Way or a court orders the provision of such easements. Where reasonably possible and to the extent consistent with the treatment of other utility facilities in the former street or Public Way, Municipality shall reserve easements for Company to continue to use the former street or Public Way. Company shall bear the cost of any removal or relocation of the Cable System unless the vacation is primarily for the benefit of a private party, in which case the private party shall bear such costs. Company shall be provided thirty (30) days notice of any proposed vacation proceedings involving its facilities.

3.11. A Permitting.

3.11. A.1 For all permits applied for by Company, the Municipality agrees to act timely and in any event in accordance with any timelines established by the Municipality for permit issuance. Where Company identifies changes after the issuance of a permit and during construction, Company shall apply for a permit revision as required by Municipality guidelines; provided, however, that upon the approval of the City inspector Company may continue construction while waiting for approval of the revised permit.

3.11. A.2 To facilitate coordination with the Municipality on review, prioritizing and issuance of permits, and any payments therefore, Company shall apply for and process permits through a centralized office of Company established for that purpose. When this office identifies to the Municipality a non-emergency but atypically time-sensitive permit that requires processing and issuance more surely or swiftly than under Municipality's customary timelines, Municipality agrees to use its best efforts to review and issue the permit on the expedited basis requested by Company. Company and Municipality agree to coordinate to develop procedures for this expedited process and for regular quarterly, or at other intervals, mutual review of the process, its use and the effects on both parties.

3.11. A.3 Upon the Effective Date the Municipality shall grant to Company a maintenance permit for a period of one year. This maintenance permit shall cover Company's access to its existing facilities within the Authorized Area for the performance of work by Company where no excavation is involved. Work covered by this annual maintenance permit would include, but not be limited to, splicing in existing vaults, installation of underground cables in existing conduit structure, access to aerial facilities including maintenance, repair, replacement of existing cable, aerial splicing, and the placement of new aerial cable and strand in accordance with the terms of this License.

While performing work under this maintenance permit, Company shall comply with all requirements of the Municipality regarding traffic control, notice to the Municipality, and related matters. This annual maintenance permit shall be automatically renewed on each anniversary of the Effective Date.

3.11 .A.4 Upon the Effective Date the Municipality shall grant to Company an emergency permit covering Company's access to its existing facilities within the Authorized Area in order to perform work necessary for the repair of major outages affecting Cable Services. While performing work under this emergency permit, Company shall comply with all requirements of the Municipality regarding traffic control, notice to the Municipality, and related matters. This emergency permit shall be automatically renewed on each anniversary of the Effective Date.

3.12 Discontinuance and Removal of the Cable System. Upon expiration, revocation, or termination of this License for any reason, Company shall have one-hundred eighty (180) days from the date of expiration, revocation, or termination to enter into good faith negotiations with the Municipality or other governmental authority to obtain a license, permit, or other approval or agreement that may then lawfully be required in order to allow Company to continue using Company's facilities in the Public Ways for any lawful service other than Cable Service that Company may then provide over its facilities in the Authorized Area. Upon the total and complete discontinuance of use, Company, at the direction of Municipality, shall remove its Cable System, including all supporting structures, poles, transmission and distribution system and other appurtenances, fixtures or property from the Public Ways, in, over, under, along, or through which they are installed within six (6) months of the revocation, termination, or expiration of this License. Company shall also restore any property, public or private, to the condition in which it existed prior to the installation, erection or construction of its Cable System, including any improvements made to such property subsequent to the construction of its Cable System. Restoration of municipal property including but not limited to the Public Ways shall be in accordance with the directions and specifications of Municipality, and all applicable laws, ordinances and regulations, at Company's sole expense. If such removal and restoration is not completed within six (6) months after the revocation, termination, or expiration of this License, Municipality may obtain a court order compelling such removal and restoration by Company. In the event Company fails or refuses to remove its Cable System or to satisfactorily restore all areas to the condition in which they existed prior to the original construction of the Cable System, Municipality, at its option, may perform such work and collect the costs thereof from Company. No surety on any performance bond or any letter of credit shall be discharged until Municipality has certified to Company in writing that the Cable System has been dismantled, removed, and all other property restored, to the satisfaction of Municipality.

3.13 Underground Street Crossing. Whenever Company must place the Cable System or other facilities beneath the traveled or paved portion of the Public Ways, unless otherwise approved in advance by Municipality, Company shall do so by boring (directional or otherwise) and not by excavation of a trench. Boring (directional or otherwise) shall be done wherever possible so that the excavations necessary for it are not in the paved

portion of any Public Way.

3.14 Maps/Location of Facilities. Company and the Municipality shall at all times make and keep full and complete plans and records showing the exact location of all Cable System and other utility facilities installed or in use in any Public Way, and other places in the Municipality and make them available to the other for review upon request. Upon request, each shall provide the other with route maps or sets of maps drawn to scale, showing the location of their respective underground and above ground facilities. The purpose of these requirements is to facilitate design by Company and review by the Municipality of Company's construction of its facilities, minimize interference with the Municipality's facilities, expedite construction, and minimize financial burdens on both parties. "Route maps" means as-built maps with only the following information removed: information on the number or type of lines or, in the case of Municipality the type of wet facilities, whether the lines are copper or fiber and the nature of any electronics. Concrete pads for pedestals and enclosures for equipment or pedestals shall be shown on route maps. To the extent permitted by law, this information will be considered proprietary in nature and shall not be reproduced or distributed without prior authorization of Company.

3.14.1 Upon reasonable notice, Company or Municipality shall allow the other to review all maps, to any level of detail available, at the relevant place of business. In case of an emergency, such review shall occur within twenty-four (24) hours.

4. CUSTOMER SERVICE

4.1 Customer Service Standards. Company will comply with the customer service rules promulgated by the FCC presently located at 47 CFR §76.309; §76.1602; §76.1603; §76.1619.

4.1.1 As to Company, the parties agree that the signing of this License satisfies the requirement in the FCC Customer Service Rules that the franchising authority must provide affected cable operators ninety (90) days' written notice of its intent to enforce the FCC standards.

4.2 **Reservation.** Municipality reserves the right by ordinance to alter or amend the customer service and consumer protection matters set forth in this Part 4, including adopting ordinances stricter than or covering items not presently set forth in this Part 4. Municipality agrees to meet with Company on the matters in question prior to taking such action, and to provide Company with at least two (2) months notice of such action.

4.3 Free Service. During the term of this License Company shall provide the following in connection with free basic Cable Service:

4.3.1 Company shall provide one (1) free outlet at each of Municipality's buildings (including those set forth on Exhibit C), in each fire and police station and community center, and in each public library. Such outlets shall be used only for Cable Services. If requested, Company will add additional outlets at the preceding locations at its standard charge for same. None of the preceding entities receiving free basic Cable Service and outlets shall be charged any fee during the term of this License for those channels comprising basic service or for additional outlets served. No channels may be

resold.

4.3.2 For the preceding facilities, if the Drop to the facility is more than one-hundred twenty-five (125) feet, Company may charge the owner of the facility only the incremental cost for new Drops or line extensions beyond one-hundred twenty-five (125) feet. Drops or installations of less than one-hundred twenty-five (125) feet shall be free for the facilities described in Section 4.3.1.

4.4 Access to Service. Company shall not deny service, deny access, or otherwise discriminate on the availability or rates, terms or conditions of Cable Services provided to Subscribers on the basis of race, color, creed, religion, ancestry, national origin, gender, disability, age, familial status, marital status, or status with regard to public assistance. Company shall comply at all times with all applicable Federal, State and local laws and regulations relating to nondiscrimination. Company shall not deny or discriminate against any group of actual or potential Subscribers in Municipality on access to or the rates, terms and conditions of Cable Services because of the income level or other demographics of the local area in which such group may be located.

4.5 [Reserved].

4.6 [Reserved].

4.7 [Reserved].

4.8 Municipal Contact. Company shall provide a separate phone number and management level person at Company for Municipality to contact on customer service related matters. Such person and number shall be for the use of Municipality and not for the general public. Any such calls by Municipality to such person shall be returned within one (1) business day. On any complaints related to Cable Services submitted by Municipality to such person Company shall within three (3) business days provide Municipality in writing its plan for resolution of such complaint.

4.9 [Reserved].

4.10 Telephone Access. Company shall maintain a local telephone number or toll-free telephone number for use by Subscribers in compliance with 47 CFR 76.309(c).

4.11 Continuity of Service. Throughout the term of the License, Company shall operate the Cable System and provide Cable Services twenty-four (24) hours per day, seven (7) days per week. Company shall voluntarily interrupt Cable Service in the Municipality only with prior notice to Subscribers, for good cause, and for the shortest time possible except (a) in emergency situations, or (b) as required by the FCC.

4.12 Log of Complaints. Company shall maintain a log of written Subscriber complaints received from Municipality and relating to Cable Service (or an equivalent stored in computer memory and capable of access and reproduction in printed form). Such log shall list the date and time of such complaints, identifying (to the extent allowed by law) the Subscribers and describing the nature of the complaints and when and what actions were taken by Company in response thereto. Such log shall reflect the operations to date

for a period of at least three (3) years. Upon request, Company shall provide Municipality with a copy of the log or summary of it.

4.13 [Reserved].

4.14 Identification. All service personnel of Company who have as part of their normal duties contact with the general public shall produce on request an identification card bearing their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company shall be clearly identified as working for Company, such as by magnetic door signs.

4.15 Disconnection. Company may only disconnect a Subscriber if at least thirty (30) days have elapsed after the due date for payment of the Subscriber's bill and Company has provided at least seven (7) days' written notice (such as in a bill) to the Subscriber prior to disconnection, specifying the effective date after which Cable Services are subject to disconnection; provided, however, notwithstanding the foregoing, Company may disconnect a Subscriber at any time if Company in good faith and on reasonable grounds determines that the Subscriber has tampered with or abused Company's equipment; or is or may be engaged in the theft of Cable Services; or that the Subscriber's premises wiring violates applicable FCC standards. Company may not disconnect a Subscriber for failure to pay amounts due to a bona fide dispute as to the correct amount of the Subscriber's bill.

4.15.1 Company shall promptly disconnect any Subscriber who so requests disconnection. No period of notice prior to requested termination of service may be required of Subscribers by Company. No charge may be imposed upon Subscribers for any Cable Service delivered after the effective date of a disconnect request. If a Subscriber fails to specify an effective date for disconnection, the effective date shall be deemed to be the day following the date the disconnect request is received by Company.

4.16 Late Payment. Each bill shall specify on its face in a fashion emphasizing same (such as bold face type, underlined type or a larger font) the date after which a late payment charge (however denominated or described), if any, shall be added to the Subscriber's bill.

4.17 Privacy & Monitoring. In order to protect Subscriber privacy, Company shall comply with the requirements contained in 47 U.S.C. par 551.A-H.

4.18 [Reserved].

4.19 FCC Technical Standards. Company shall meet or exceed the FCC's technical standards that may be adopted from time to time.

4.19.1 Upon request, Company shall provide Municipality with a report of its testing for compliance with such standards.

4.19.2. Municipality at its expense and with notice to Company may test the Cable System in cooperation with Company for compliance with the FCC technical standards once per year and more often if there are a significant number of Subscriber complaints.

4.20 [Reserved].

4.21 [Reserved].

5. ACCESS TO THE SYSTEM

5.1 EG Channel. Company shall continue to provide on the Cable System in the basic tier of service the channel know as Valley Channel One. Valley Channel One will continue to present community interest programming for the region served by the Cable System. Company will be solely responsible for determining the content to be presented on Valley Channel One. Company shall also provide on the Cable System one (1) channel of noncommercial government programming, which if Municipality so authorizes may be programmed by the Federal government, in the digital programming tier of the Cable System, with such channel known as the "EG Channel" If requested by Company, the EG Channel shall regularly display an unobtrusive logo or other suitable identifier of Company.

5.2 Allocation. Municipality on six (6) months written notice to Company may allocate or reallocate the administration and operation of the EG Channel among and between different non-commercial uses and EG Channel operators. This expressly includes Municipality requiring several different persons to share or jointly use a given EG Channel.

5.3 Company Use. With the mutual consent of both parties, Municipality may from time to time adopt and revise rules and procedures as to when and how Company may use the EG Channels for the provision of video programming when the EG Channel are not being used for their respective purposes. Company will use the EG Channel solely in accordance with such rules and procedures and otherwise shall have no responsibility or control with respect to the operation of such channel except as provided by law.

5.4 Lines and Facilities. The EG Channel shall each originate from a studio designated by the Municipality within the corporate limits of the Municipality. Company shall establish the connection to the Cable System necessary for each of the EG Channel to originate from this location at no cost to the Municipality. If the Municipality elects to relocate the point of origination for any of the EG Channel, the Municipality (or third party, not Company) shall bear the entire cost of such relocation.

6 INDEMNITY AND INSURANCE

6.1 Disclaimer of Liability. Municipality shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of the

construction, maintenance, repair, use, operation, condition or dismantling of the Cable System or Company's provision of Cable Service or other services.

6.2 Indemnification. Company agrees to indemnify, save and hold harmless, and defend Municipality, its officers, boards and employees (collectively, "Indemnities"), from and against (i) any liability for damages that arise out of Company's construction, operation, or maintenance of its Cable System and (ii) any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of Company's construction, operation, or maintenance of its Cable System, including, but not limited to, reasonable attorneys' fees and costs. Notwithstanding the foregoing, Company shall not indemnify Municipality for any damages, liability or claims resulting from the willful misconduct or gross negligence of Municipality. Company shall have the right to participate in or assume control of the defense of any such claim or action, including without limitation the right to select counsel, but may not admit liability as to or settle or compromise any such claim without Municipality's written consent, which will not unreasonably be withheld. If Municipality determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of Municipality.

6.3 Notice, Cooperation and Expenses. Municipality shall give Company prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section. Nothing herein shall be deemed to prevent Municipality from cooperating with Company and participating in the defense of any litigation by Municipality's own counsel.

6.4 Insurance. Company shall maintain in full force and effect, at no cost and expense to the Municipality, during the term of this License, commercial general liability insurance in the amount of one million dollars combined single limit for bodily injury and property damage. Such insurance will not be cancelable except upon thirty (30) days' prior written notice to the Municipality. Company may self-insure the above-described policy coverages if Company or its parent is of sufficient financial standing to provide such insurance.

6.5 Named Insured: All policies, except for worker's compensation policies, shall name "The City of Willcox, a municipal corporation of the State of Arizona and all associated, affiliated, allied and subsidiary entities of Municipality, now existing or hereafter created, and their respective officers, boards, commissions, councils, employees, agents and contractors, as their respective interests may appear" as additional insured (herein referred to as the "Additional Insured").

6.6 Evidence of Insurance: A certificate of insurance evidencing the preceding coverage's is attached as Exhibit D. Certificates of insurance for each insurance policy required to be obtained by Company in compliance with this Section, shall be filed and maintained with Municipality annually during the Term of this License. Company shall immediately advise the Indemnities of any claim or litigation that may result in liability to them.

7. FEES AND PAYMENTS

7.1 License Fee. Company shall pay Municipality throughout the term of this License an amount equal to five percent (5%) of Company's Cable Gross Revenues ("License Fee"). Such payments shall be made quarterly by delivery to the City Manager on or before the thirtieth day of the month following the end of each calendar quarter.

7.1.1 Each License Fee payment shall be accompanied by a written report to Municipality, verified by an authorized representative of Company containing an accurate statement in summarized form of Company's Cable Gross Revenues and the computation of the payment amount.

7.1.2 Municipality may audit Company to verify the accuracy of License Fees paid Municipality; provided, however, that such audit must take place within thirty-six months following the close of Company's fiscal year for which the audit is conducted. Any additional amount due Municipality shall be paid within sixty (60) days of Municipality's submitting an invoice for such sum; provided, however, that Company will not be required to pay such deficiency until thirty (30) days after completion of the administrative hearing process if Company commences such process pursuant to Section 12.2. If such additional amount shall exceed Ten percent (10%) of the total License Fee which the audit determines should have been paid for the audit period, Company shall pay Municipality's cost of the audit as well.

7.2 [Reserved].

7.3 Interest. If License Fees are not paid in accordance with Section 7.1 above, the Municipality may impose interest at a rate equal to the annual base rate of interest published in the Wall Street Journal (Western Edition) from time to time as the "prime rate" (or such other similar publication as Municipality may choose if the Wall Street Journal (Western Edition) ceases to publish such rate) plus one percent commencing from the date payment should have been made in accordance with Section 7.1 above and continuing until the payment is made.

7.4 Other Payments. The preceding fees and payments are in addition to all sums which may be due Municipality for property taxes (real and personal), income taxes, business licenses license fees, taxes or charges which Municipality may from time to time impose.

7.5 Offsets. Company is entitled to offset against License Fees due to the Municipality the following.

7.5.1 Any amounts Company paid to the Municipality during the prior quarter in transaction privilege license taxes; provided, however, that Company is not entitled to offset to the extent that Company made payments of privilege license taxes on any gross income (within the meaning of the privilege license tax ordinance) that is not included in Gross Revenues.

7.5.2 Any amounts Company paid during the prior quarter for repair, renovation,

restoration, or reconstruction to comply with any requirements of the Municipality that exceed the repair and restoration requirements set forth in Part 3.4, including but not limited to repair, renovation, restoration, or reconstruction required by any pavement restoration ordinance or similar ordinance adopted by the Municipality and applicable to Company.

7.5.3 Subject to the requirements set forth in part 3.4, Company is entitled to reductions in payment of License Fees provided in Title 9 of Arizona Revised Statutes.

8. RATES AND REGULATION

8.1 Regulation. Municipality reserves the right to regulate Company, the Cable System, and the provision of Cable Service as expressly permitted by Federal law.

9. TERM

9.1 Term. The term of this License shall be from the Effective Date until September 30, 2026, plus any extensions agreed to by Company and Municipality.

9.2 Termination. It is the right of all Subscribers to continue receiving Cable Service as long as their financial and other obligations to Company are honored. If this License expires or terminates, Company shall cooperate with the Municipality to ensure continuity of Cable Service to all Subscribers for a period not to exceed ninety (90) days. Said period may be extended by written agreement between the Municipality and Company. During such period, Company shall be entitled to the revenues for operating the Cable System.

9.2.1 Should Company propose to cease using the Cable System to provide any service that it is legally entitled to provide and upon mutual agreement of the Company and Municipality, agree to forgo removal of the system (see Section 3.12 above), it shall take all such actions as are necessary to provide an orderly transition of service to a new provider, without interruption in service to Subscribers.

10. TRANSFERS, OWNERSHIP AND CONTROL

10.1 Conditions of Sale.

10.1.1 If a renewal or extension of Company's License is denied or the License is lawfully terminated, and Municipality either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

10.1.2 Company and Municipality agree that in the case of a final determination of a lawful revocation of the License, Company shall be given a reasonable opportunity, which shall be at least 12 months, to effectuate a transfer of its Cable System to a

qualified third party. Furthermore, Company shall be authorized to continue to operate pursuant to the terms of its prior License during such period. If, at the end of that time, Company is unsuccessful in procuring a qualified transferee or assignee of its Cable System that is reasonably acceptable to Municipality, Company and Municipality may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that Company's continued operation of the Cable System during such period shall not be deemed to be a waiver, nor an extinguishment, of any rights of either Municipality or Company.

10.1.3 Transfer of License. Company's right, title, or interest in the License shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with Company, without the prior consent of Municipality, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of Company in the License or Cable System in order to secure indebtedness. Within thirty (30) days after receiving the request for transfer, Municipality shall notify Company in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If Municipality has not taken action on Company's request for transfer within one hundred twenty (120) days after receiving such request then the request shall be deemed granted.

10.2 Consent Required. This License and the Cable System shall not be sold, transferred (as defined below), leased, subleased, assigned, or otherwise encumbered, by operation of law or otherwise, without the prior consent of Municipality, such consent not to be unreasonably withheld. Such consent shall not be required for a transfer in order to secure indebtedness such as a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of Company in the License or Cable System. For the purposes of this License, "transfer" or "transferred" shall mean any change in the identity of the entities, individuals or group which directly or indirectly directs, or has the power to direct, the management and policies of Company, whether through the ownership of voting securities or other equity interest, by contract or otherwise.

10.2.1 The preceding prohibition shall not apply to the replacement or sale of components of the Cable System in the course of ordinary maintenance or day-to-day operation.

11. NOTICE OF VIOLATION; RIGHT TO CURE OR RESPOND

In the event that the Municipality believes that Company has not complied with the terms of this License, the Municipality shall informally discuss the matter with Company. If these discussions do not lead to resolution of the issue, the Municipality shall notify Company in writing of the exact nature of the alleged noncompliance. Company shall have thirty (30) days from receipt of the notice of violation: (a) to respond to the Municipality, contesting the assertion of noncompliance; (b) to cure such default; or (c) if, by the nature of default, such default cannot be cured within the thirty (30)-day period, initiate reasonable steps to remedy such default and

notify the Municipality of the steps being taken and the projected date that they will be completed.

12. PROCEDURAL PROCESS

12.1 Scheduling; Notice. If Company fails to respond to the notice described in Part 11 pursuant to the procedures set forth therein, or if the alleged default is not cured within thirty (30) days after the date projected pursuant to Section 11(c) above, if it intends to continue its assertion of, and investigation into, the alleged default, then the Municipality shall schedule a public hearing to investigate the default. The Municipality shall provide Company at least ten (10) days' prior written notice of such hearing, which notice shall specify the time, place and purpose of such hearing. At such hearing, Company shall be provided a full and fair opportunity to be heard.

12.2 Contesting an Audit. Within fifteen (15) days after notice from Company that it contests an audit determination of License Fees under Section 7.1.2; the City Manager shall schedule an administrative hearing. This shall be a public hearing, and Company shall be afforded full due process of law, including, without limitation, an opportunity to be heard, to present evidence, and to cross examine witnesses. Within fifteen (15) days after the conclusion of such hearing, the Municipality shall issue a determination.

12.3 Enforcement. Subject to applicable federal and state law, if, after the hearing set forth in this Part 12, the Municipality determines that Company is in default of any provision of this License, the Municipality may (a) seek specific performance of any provision that reasonably lends itself to such remedy, as an alternative to damages; (b) commence an action at law for monetary damages or seek other equitable relief; (c) in the case of a substantial default of a material provision of the License, seek to revoke the License in accordance with this Part 12. Company may appeal such determination of the Municipality to an appropriate court, which shall have the power to review the decision of the Municipality de novo if such review is within the jurisdiction of the court.

12.4 Revocation.

12.4.1 Notice; Response. If the Municipality seeks to revoke this License after complying with the procedures set forth in Parts 11 and 12, the Municipality shall give written notice to Company of its intent to revoke this License on the basis of a pattern of noncompliance by Company, which must include one or more instances of substantial noncompliance with a material provision of this License. The notice shall set forth the exact nature of the noncompliance. Company shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. If the Municipality does not receive a satisfactory response from Company, it may then seek termination of this License at a public hearing. The Municipality shall cause to be served upon Company, at least thirty (30) days before such public hearing, a written notice setting forth the time and place of such hearing and stating its intent to revoke this License.

12.4.2 Hearing. At the designated hearing, the Municipality shall give Company a full and fair opportunity to state its position on the matter, including without limitation

the right to introduce evidence, to require the production of evidence, to question witnesses, and to obtain a transcript of the proceeding, after which the Municipality shall determine whether or not this License will be revoked.

12.4.3 Other Action. The Municipality may, at its sole discretion, take any lawful action that it deems appropriate to enforce the Municipality's rights under this License in lieu of revocation of this License.

12.4.4 Appeal. Company may appeal any determination of the Municipality to an appropriate court, which shall have the power to review the decision of the Municipality de novo if such review is within the jurisdiction of the court.

13. PROVISION OF INFORMATION

13.1 Filings. Upon request and reimbursement of expense Company shall provide Municipality with copies of all documents which Company sends to the FCC or to the Arizona Corporation Commission (or successor agencies) and all records required by Company to be maintained under Section 76 of the FCC regulations (47 C.F.R. § 76) or successor sections, upon request of Municipality.

13.2 Books and Records. Municipality may review such of Company's books and records relating to Company's video product offerings during Normal Business Hours and on a non-disruptive basis, as are reasonably necessary to monitor compliance with the terms hereof. Such records shall include, but shall not be limited to, records required to be kept by Company pursuant to the rules and regulations of the FCC, and financial information underlying the summary report pertaining to the License Fee. Notwithstanding anything to the contrary set forth herein, Company is not required to disclose personally identifiable Subscriber information without the Subscriber's consent in recognition of Section 631 of the Cable Act, 47 U.S.C. § 551, regarding the protection of Subscriber privacy; nor shall Company be required to disclose its income tax returns or information underlying the preparation of any such returns. To the extent permitted by law, Municipality agrees to treat on a confidential basis any information disclosed by Company to it under this Section. In so according confidential treatment, to the extent permitted by law, disclosure of Company's records by Municipality shall be upon Company's prior approval and be limited to only those of its employees, representatives and agents that have a need to know, and that are in a confidential relationship with Municipality.

14. GENERAL

14.1 Entire License. This License including the Exhibits attached hereto, contains the entire license between the parties and all prior licenses/Franchises are merged herein and hereby superseded, except that any obligation of Company to indemnify Municipality under Company's 1996 Franchise with Municipality or Municipality's Ordinance NS 193 shall be continuing as to those matters (if any) occurring during the term of said prior license on which Company was obligated to indemnify Municipality. Upon completion of any acquisition the terms of this License shall govern newly merged or acquired Cable

System(s) or cable operation(s).

14.2 Notices. Except as otherwise specified herein, all notices, consents, approvals, requests and other communications (herein collectively "Notices") required or permitted under this License shall be given in writing and mailed by registered or certified first-class mail, return receipt requested addressed as follows:

If to Municipality: City Clerk
City of Willcox
101 S. Railroad Ave Suite B
Willcox Az 85643

With a copy to which is not notice: City Manager
City of Willcox
101 South Railroad Ave, Suite B
Willcox, AZ 85643

If to Company: Valley Connections, L.L.C.
752 E. Maley Street
Willcox, AZ 85606
Attn: CEO/GM

With a copy to which is not notice: Valley Connections, L.L.C.
PO Box 970
Willcox, AZ 85644
Attn: Contracts & Compliance Manager

All Notices shall be deemed given on the day of mailing. Either party to this License may change its address for the receipt of Notices at any time by giving notice hereof to the other as provided in this Section. Any notice given by a party hereunder must be signed by an authorized representative of such party.

14.3 Conferences. The parties hereby agree to meet at reasonable times on reasonable notice to discuss any aspect of this License, the provision of Cable Services or the Cable System during the term of this License.

14.4 Governing Law. This License shall be construed pursuant to the laws of the State of Arizona and the United States of America.

14.5 Waiver of Compliance. No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this License, or to exercise any right, term or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this License, but each and every covenant, agreement, term or condition of this License shall continue in full force and effect with respect to any other

then existing or subsequent breach thereof.

14.6 Independent Contractor Relationship. The relationship of Company to Municipality is and shall continue to be an independent contractual relationship, and no liability or benefits, such as worker's compensation, pension rights or liabilities, insurance rights or liabilities or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agents or employees as a result of the performance of this License, unless expressly stated in this License.

14.7 Severability. If any section, paragraph, or provision of this License shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this License.

14.8 Effective Date. This License shall be effective as of the date of adoption ("Effective Date") This License will replace the TV services portion of Company's License adopted in Resolution 2005-02.

14.9 [Reserved.]

14.10 Captions. All captions are for convenience of use and have no substantive effect, except for those captions in the Definitions section of this License.

14.11 Conflicts. In the event of a conflict or omission between this License and the provisions of Municipality's Ordinance NS 193 the provisions of this License shall control.

14.12 Subsequent Action. If Municipality determines that a material provision of this License is affected by any subsequent action of the State or Federal government, Municipality upon receiving consent from Company, which consent will not be unreasonably denied, shall have the right to modify any of the provisions herein to such reasonable extent as may be necessary to carry out the full intent and purpose of this License. Company shall be given notice of and an opportunity to comment on any such proposed modification.

14.13 License Accepted. Company further acknowledges by acceptance of this License that it has carefully read the terms and conditions of this License and accepts the obligations imposed thereby. As of the Effective Date and without waiving any rights Company may have to challenge the lawfulness or enforceability of this License or municipal ordinances in the future, Company does not contend that any provision of the License is unlawful or unenforceable.

14.14 Non-Waiver, Preemption. Nothing in this License shall be deemed an agreement by Municipality as to any claimed preemptive effect, nor shall it be deemed a waiver of Municipality's right to challenge any claimed preemptive effect, of any subsequent

Federal law, regulation, or court ruling alleged to conflict with, preempt, alter, limit, or replace terms, requirements or conditions of this License in effect as of the Effective Date.

14.15 Reserved Rights. Municipality reserves all rights and powers under its police powers and powers conferred by Federal, State or local law. In particular Municipality reserves the right to alter, amend, or repeal its municipal code and cable ordinance as it determines shall be conducive to the health, safety and welfare of the public, or otherwise in the public interest.

Municipality agrees that by accepting this License, Company has not waived its right to object to the application to it of actions by Municipality pursuant to its reserved rights or police powers. IN WITNESS WHEREOF, the parties have hereto set their hands as of the day and year first above written.

CITY OF WILLCOX:

By: _____
Robert (Bob) A. Irvin Mayor

ATTEST:

By: _____
Virginia A. Mefford, City Clerk

APPROVED AS TO FORM:

By: _____
Hector M. Figueroa, City Attorney

Valley Connections, L.L.C.

By: _____

Steven D. Metts, CEO/GM

STATE OF ARIZONA)
) ss.

County of Cochise

This instrument was acknowledged before me this _____ day of _____, 2012, by .

Notary Public My commission expires:

EXHIBIT A

Not Used

EXHIBIT B

Not Used

EXHIBIT C

**MUNICIPAL BUILDINGS WITH FREE SERVICE FACILITIES THAT CURRENTLY
HAVE CABLE BUILDING ADDRESS:**

City Hall 101 South Railroad Ave;

Police Station 320 North Rex Allen Drive;

City Library 100 North Curtis City;

Council Meeting Building 300 North Rex Allen Drive;

Public Works Building 250 North Railroad Ave;

Community Center West Stewart Ave;

Fire Station #2290 West Rex Allen Drive; and

Fire Station #1501 West Maley Ave.

EXHIBIT D

EVIDENCE OF INSURANCE

Certificate of Insurance attached.

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item 17
Tab Number 11
Date: 7/2/2012

Date Submitted:	Action:	Subject:
June 27, 2012	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal	Lehman Brothers Investment Write-Off Local Govt Investment Pool (LGIP)

TO: MAYOR AND COUNCIL
FROM: Finance Director Ruth Graham

DISCUSSION:

The City participates in the State of Arizona's Local Government Investment Pool (LGIP). The pool maintains its investments in accordance with the City's investment policy. The objectives of the Investment Policy, in order of priority, are Safety, Liquidity, Optimal Yield, and Collateralization. The City's current LGIP investments are in Pool 700, a conservative long-term investment fund created in 2010 that has returns averaging about 1%. The account entitled "Gas Fund" holds investment money for the General Fund, HURF Fund, and the Gas, Water and Sewer Utility Funds.

On August 3, 2009, the City Council approved a write-down in value of the LGIP holdings in Lehman Brothers Holding Inc. to its estimated value at that time. A copy of the History and Fact for that action is attached for your information. The bankruptcy action for Lehman Brothers was administered through the National Century Enterprise (NCFE) bankruptcy as described in the attached May 9, 2012 letters from the Arizona State Treasurer about the settlement. The City has received approximately 53% of the value of the holding in 2008. Litigation continues, and further recovery of funds, if any, will be recorded as current income. Final distribution of the monies recovered is as follows:

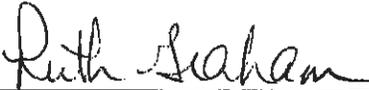
	Gas Fund	Firemen's Pension Fund	Total
Value Segregated 9/2008	\$55,443.42	\$2,221.76	\$55,443.42
Write-down 8/3/2009	<u>(47,265.43)</u>	<u>(1,894.05)</u>	<u>(49,159.48)</u>
Value on Books	\$ 8,177.99	\$ 327.71	\$ 8,505.70
Amount Recovered 5/9/12	<u>(3,598.41)</u>	<u>(152.99)</u>	<u>(3,751.40)</u>
Total FY12 Write-off	<u>\$ 4,579.58</u>	<u>\$ 174.72</u>	<u>\$ 4,754.30</u>

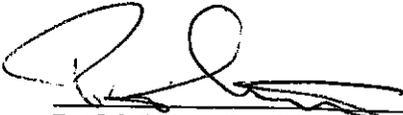
RECOMMENDATION:

Motion to authorize the write-off of the value of the City's investment in the Local Government Investment Pool by \$4,579.58 to be allocated to the FY12 interest income of the General Fund, HURF Fund, and the Gas, Water and Sewer Utility Funds, and \$174.72 in the Firemen's Pension Fund, to be allocated to FY12 interest income, for an overall write-off of \$4,754.30.

FISCAL IMPACT: Investment loss of \$4,579.38 to General Fund, \$174.72 to Firemen's Pension Fund.

Submitted by:


Ruth Graham, Finance Director


Pat McCourt, City Manager

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item _____
Tab Number _____
Date: 08/03/09

Date Submitted: July 28 2009	Action: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal	Subject: Lehman Brothers Investment Write-Down Local Govt Investment Pool (LGIP)
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TO: MAYOR AND COUNCIL
FROM: Finance Director Ruth Graham

DISCUSSION:

The City of Willcox participates in the State of Arizona's Local Government Investment Pool (LGIP). The pool maintains its investments in accordance with the City's investment policy. The objectives of the Investment Policy, in order of priority, are Safety, Liquidity, Optimal Yield, and Collateralization.

LGIP (the Pool) carries a mix of investments. As of September, 2008, the Pool held bonds issued by the Lehman Brothers Holding Inc. valued at approximately 1.2664% of the total. Subsequent to the Lehman Brothers Holding Inc. bankruptcy filing in September, 2008, the Pool segregated 1.2664% of each participant's holdings into a separate account. A claim has been filed with the bankruptcy court on behalf of the Pool to seek restitution to the Pool's participants. The Gas Fund segregated investment totaled \$55,443.42, and the Firemen's Pension Fund segregated investment totaled \$2,221.76. The Gas Fund holds investment money for the General Fund, as well as the Gas, Water and Sewer Utility Funds.

The City of Willcox has maintained the investments at face value. However, we were notified that as of May 30, 2009, the investment is valued at approximately 14.75% of its face value. To fairly reflect the value of the investments, they must be included at current value. The net change to the Gas Fund totals -\$47,265.43, and the net change to the Firemen's Pension Fund is -\$1,894.05, for a combined total write-down of -\$49,159.48. This amount represents approximately 84% of the interest earned on the City's investment in LGIP for Fiscal Year 2008-2009. The City's principal was not reduced despite the severe downturn in the market over the last year.

RECOMMENDATION:

Motion to authorize the write-down of the value of the City's investments in the Local Government Investment Pool by \$47,265.43 in the Gas Fund, and \$1,894.05 in the Firemen's Pension Fund, for an overall write-down of \$49,159.48.

FISCAL IMPACT: Investment loss of \$49,159.48; no loss of principal.

Submitted by:

FOR REFERENCE 7/2/2012
PRIOR COUNCIL ACTION

Ruth Graham

8/3/2009 Pat McCourt, City Manager



OFFICE OF THE
ARIZONA STATE TREASURER



DOUG DUCEY
 TREASURER

May 9, 2012

Ruth Graham
 WILLCOX FIREMEN PENSION
 101 S Railroad Avenue
 Suite B
 Willcox, AZ 85643

Re: Distribution to LGIP Account :

Dear Ruth Graham:

This letter is being sent to you as a Local Government Investment Pool participant affected by the National Century Enterprise (NCFE) bankruptcy. Several distributions have been received from the NPF XII Indenture Trustee. Formal notices were received from the Indenture Trustee for approximately \$377 thousand.

In keeping with our previous practice, the distributions received were deposited in a separate LGIP account and the interest earned was reinvested. As a result of interest earnings, we will be distributing approximately \$377 thousand.

The distribution and interest earned on the account will be deposited to your account effective May 9, 2012 using the same pro-rata basis used to allocate the proportionate share of Pool 55. It will be deposited to the original LGIP account from which the proportionate share of Pool 55 was created. (Please note that the account number shown above is the new assigned account number from our July 2009 conversion to a new investment accounting system.) The amount is comprised as follows:

Distribution Payout	\$19.01
Interest Earned	<u>\$0.00</u>
Total Deposit	<u>\$19.01</u>

To date, 53 percent of the original NCFE investment has been recovered. Your remaining unrecovered balance of Pool 55 is: \$3,104.44.

If you wish to transfer the above amount to another LGIP account or wish the funds to be transferred directly via bank wire to you, please notify our office by phone at 602-604-7832 or by e-mail lgip@aztreasury.gov. (Please note that we may be using standing instructions for transfers to other accounts from prior NCFE distributions.)

Litigation in this case continues and our attorneys expect the case against Credit Suisse First Boston to go to trial within a year.

If you have any other questions, please contact Dale Stomberg at 602-604-7830 or Kim Hodge at 602-604-7829.

Sincerely,

Mark T. Swenson
 Deputy Arizona State Treasurer



OFFICE OF THE
ARIZONA STATE TREASURER



DOUG DUCEY
 TREASURER

May 8, 2012

Ruth Graham
 WILLCOX FIREMEN PENSION
 101 S Railroad Ave
 Suite B
 Willcox, AZ 85643-2135

Re: Distribution to LGIP Account

Dear Ruth Graham:

This letter is being sent to you as a Local Government Investment Pool (LGIP) participant affected by the Lehman Brothers Holdings Inc. bankruptcy in September, 2008. The first distribution payment for approximately \$2.37 million from the Lehman Brothers Holdings Inc. Indenture Trustee was received on April 17, 2012. This represents approximately 6% of the total Lehman Brothers bonds held. Distributions are expected to be made twice a year in March and September with the next scheduled distribution expected on or after September 30, 2012. At this time, after all distributions, total recovery is expected to be about 21.1% according to the Trustee.

Interest from the date the distribution was received until the date the monies were distributed will also be credited to each participant's account. As a result of interest earnings, we will be distributing approximately \$2.37 million.

The distribution and interest earned on the account will be deposited to your account effective May 8, 2012 using the same pro-rata basis used to allocate the proportionate share of Pool 57. It will be deposited to the original LGIP account from which the proportionate share of Pool 57 was created. (Please note that the account number shown above is the new assigned account number from our July 2009 conversion to a new investment accounting system.) The amount is comprised as follows:

Distribution Payout	\$133.98
Interest Earned	<u>\$0.00</u>
Total Deposit	<u>\$133.98</u>

To date, 6 percent of the original Lehman Brothers investment has been recovered. Your remaining unrecovered balance of Pool 57 is: \$2,087.78.

If you wish to transfer the above amount to another LGIP account or wish the funds to be transferred directly via bank wire to you, please notify our office by phone at 602-604-7832 or by e-mail at lgip@aztreasury.gov.

If you have any other questions, please contact Dale Stomberg at 602-604-7830 or Kim Hodge at 602-604-7829.

Sincerely,

Mark T. Swenson
 Deputy Arizona State Treasurer



OFFICE OF THE
ARIZONA STATE TREASURER



DOUG DUCEY
 TREASURER

May 8, 2012

Ruth Graham
 WILLCOX GAS FUND
 101 S Railroad Ave
 Suite B
 Willcox, AZ 85643-2135

Re: Distribution to LGIP Account

Dear Ruth Graham:

This letter is being sent to you as a Local Government Investment Pool (LGIP) participant affected by the Lehman Brothers Holdings Inc. bankruptcy in September, 2008. The first distribution payment for approximately \$2.37 million from the Lehman Brothers Holdings Inc. Indenture Trustee was received on April 17, 2012. This represents approximately 6% of the total Lehman Brothers bonds held. Distributions are expected to be made twice a year in March and September with the next scheduled distribution expected on or after September 30, 2012. At this time, after all distributions, total recovery is expected to be about 21.1% according to the Trustee.

Interest from the date the distribution was received until the date the monies were distributed will also be credited to each participant's account. As a result of interest earnings, we will be distributing approximately \$2.37 million.

The distribution and interest earned on the account will be deposited to your account effective May 8, 2012 using the same pro-rata basis used to allocate the proportionate share of Pool 57. It will be deposited to the original LGIP account from which the proportionate share of Pool 57 was created. (Please note that the account number shown above is the new assigned account number from our July 2009 conversion to a new investment accounting system.) The amount is comprised as follows:

Distribution Payout	\$3,343.53
Interest Earned	\$0.00
Total Deposit	<u>\$3,343.53</u>

To date, 6 percent of the original Lehman Brothers investment has been recovered. Your remaining unrecovered balance of Pool 57 is: \$52,099.79.

If you wish to transfer the above amount to another LGIP account or wish the funds to be transferred directly via bank wire to you, please notify our office by phone at 602-604-7832 or by e-mail at lgip@aztreasury.gov.

If you have any other questions, please contact Dale Stomberg at 602-604-7830 or Kim Hodge at 602-604-7829.

Sincerely,

Mark T. Swenson
 Deputy Arizona State Treasurer



OFFICE OF THE
ARIZONA STATE TREASURER



DOUG DUCEY
 TREASURER

May 9, 2012

Ruth Graham
 WILLCOX GAS FUND
 101 S Railroad Avenue
 Suite B
 Willcox, AZ 85643

Re: Distribution to LGIP Account

Dear Ruth Graham:

This letter is being sent to you as a Local Government Investment Pool participant affected by the National Century Enterprise (NCFE) bankruptcy. Several distributions have been received from the NPF XII Indenture Trustee. Formal notices were received from the Indenture Trustee for approximately \$377 thousand.

In keeping with our previous practice, the distributions received were deposited in a separate LGIP account and the interest earned was reinvested. As a result of interest earnings, we will be distributing approximately \$377 thousand.

The distribution and interest earned on the account will be deposited to your account effective May 9, 2012 using the same pro-rata basis used to allocate the proportionate share of Pool 55. It will be deposited to the original LGIP account from which the proportionate share of Pool 55 was created. (Please note that the account number shown above is the new assigned account number from our July 2009 conversion to a new investment accounting system.) The amount is comprised as follows:

Distribution Payout	\$254.88
Interest Earned	<u>\$0.00</u>
Total Deposit	<u>\$254.88</u>

To date, 53 percent of the original NCFE investment has been recovered. Your remaining unrecovered balance of Pool 55 is: \$41,620.50.

If you wish to transfer the above amount to another LGIP account or wish the funds to be transferred directly via bank wire to you, please notify our office by phone at 602-604-7832 or by e-mail lgip@aztreasury.gov. (Please note that we may be using standing instructions for transfers to other accounts from prior NCFE distributions.)

Litigation in this case continues and our attorneys expect the case against Credit Suisse First Boston to go to trial within a year.

If you have any other questions, please contact Dale Stomberg at 602-604-7830 or Kim Hodge at 602-604-7829.

Sincerely,

Mark T. Swenson
 Deputy Arizona State Treasurer

RESOLUTION NO. 2012-63

A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA ("CITY") APPROVING AND AUTHORIZING THE WRITE-OFF ALLOCATION OF LEHMAN BROTHERS INVESTMENT IN THE LOCAL GOVERNMENT INVESTMENT POOL ("LGIP") FOR GAS FUND AND FIREMEN'S PENSION FUND HOLDINGS, AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST

WHEREAS, the Mayor and Council of the City of Willcox shall have control of the finances and property of the corporation pursuant to A.R.S. Section 9-240(A) and Section 9-499.01 et seq.; and

WHEREAS, local governments in Arizona are authorized to participate in a Local Government Investment Pool (LGIP), established pursuant to A.R.S. Sections 35-326 and 41-177 operated by the State Treasurer of Arizona; and

WHEREAS, the Mayor and Council of the City of Willcox are empowered, through the Treasurer, to invest and reinvest public monies pursuant to A.R.S. Section 9-492 et seq. and desires to participate in the LGIP; and

WHEREAS, the Mayor and Council of the City of Willcox are empowered, through the Treasurer, to invest and reinvest public monies in securities and deposits with a maximum maturity date of five years pursuant to A.R.S. Section 35-323 et seq.; and

WHEREAS, the LGIP Fund allocated the CITY's investment of \$55,443.42 in the Gas Fund, and \$2,221.76 in the Firemen's Pension Fund as it's share of the LGIP investment in the Lehman Brothers Investment Company; and

WHEREAS, the Arizona State Treasurer's Office has notified the CITY that as a result of the Lehman Brothers Investment Company bankruptcy filing in September, 2009 and the recent settlement, the CITY has received approximately 53% of the value of the holdings in 2008; and

WHEREAS, the Mayor and Council desire to have this Resolution presented at the July 2nd, 2012 Council Meeting, and have determined that approval of this Resolution to formally authorize the Write-Down of the CITY's pro-rata investment in the Lehman Brothers Investment through LGIP Pool 700 to reflect current value is in the best interest of the City of Willcox and its residents; and

WHEREAS, it is necessary for the preservation of the peace, health, and safety of the City of Willcox, Cochise County, Arizona, that an emergency be declared to exist, and that this Resolution shall be effective immediately upon its passage and adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, AS FOLLOWS:

Section 1: That the **CITY** formally approves and adopts Resolution No. 2012-63

Section 2: That the **CITY** does hereby authorize the write-down in the respective investment holdings as presented to Mayor and Council

Section 3: That City Staff are directed and authorized to take necessary action to carry-out the intent of this Resolution

Section 4: That the immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage by Mayor and Council of the City of Willcox, Cochise County, Arizona

Section 5: That the Mayor is authorized and empowered to execute this Resolution

PASSED AND ADOPTED by the Council of the City of Willcox, Cochise County, Arizona, this ____ day of July, 2012.

APPROVED/EXECUTED:

MAYOR, ROBERT A. IRVIN

ATTEST:

APPROVED AS TO FORM:

City Clerk, Virginia A. Mefford

City Attorney, Hector M. Figueroa, Esq.

RESOLUTION NO. 2012-63



NOTICE OF EXECUTIVE SESSION

CITY COUNCIL

In accordance with Resolution No. 370 of the City of Willcox, and Section 38-431.01 of the Arizona Revised Statutes **NOTICE IS HEREBY GIVEN** that the **MAYOR AND COUNCIL** of the City of Willcox, County of Cochise, Arizona, will hold an **EXECUTIVE SESSION**, if approved, during the **REGULAR** meeting on **MONDAY**, the **2ND** day of **JULY 2012** at **7:00 p.m.**, in the **CITY COUNCIL CHAMBERS, 300 W. REX ALLEN DRIVE, Willcox, AZ**

Item for Consideration and Discussion are:

A.R.S. §38.431.03A(3) DISCUSSION OR CONSULTATION FOR LEGAL ADVICE WITH THE ATTORNEY OR ATTORNEYS OF THE PUBLIC BODY,
Consideration and/or discussion regarding consultation for legal advice with the Attorney or Attorney's of the public body.

DATED AND POSTED this 27th day of JUNE 2012, at 4:00 P.M.

CITY OF WILLCOX, ARIZONA


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

"Mine, Yours, Ours"

**CITY OF WILLCOX
EXECUTIVE SESSION**

AGENDA

MONDAY, JULY 2, 2012

7:00 p.m.

300 W. REX ALLEN DRIVE

Willcox, Arizona

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. CONSIDERATION PURSUANT TO ARIZONA REVISED STATUTES §38-431.03A(3) DISCUSSION OR CONSULTATION FOR LEGAL ADVICE WITH THE ATTORNEY OR ATTORNEYS OF THE PUBLIC BODY**
Consideration and/or discussion pursuant to Arizona Revised Statutes §38-431.03(A)(3), as stated relating to consultation for legal advice with the attorney(s) of the public body.
- 4. ADJOURN**

"Mine, Yours, Ours"