



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** meeting, on **MONDAY**, the **18th** day of **MARCH**, 2013 at **7:00 p.m.**, in the **CITY COUNCIL CHAMBERS, 300 W. REX ALLEN DRIVE, WILLCOX, AZ.**

Public Hearing on:

APPLICATION FOR LIQUOR LICENSE
SERIES #13 FLYING LEAP VINEYARDS, INC
NEW LICENSE
100 N. RAILROAD AVENUE
WILLCOX, AZ.

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 18TH day of MARCH 2013 AT 3:00 P.M.

CITY OF WILLCOX, ARIZONA


Virginia A. Mefford.
CITY CLERK

RECEIVED
Arizona Department of Liquor Licenses and Control
COCHISE COUNTY BOARD OF SUPERVISORS
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141
2013 FEB -4 P 1: 13

13 JAN 23 Liq. Dept #1 45
RECEIVED

FEB 14 2013

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

OFFICE OF CITY MANAGER

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- MORE THAN ONE LICENSE
- INTERIM PERMIT Complete Section 5
- NEW LICENSE Complete Sections 2, 3, 4, 13, 14, 15, 16
- PERSON TRANSFER (Bars & Liquor Stores ONLY) Complete Sections 2, 3, 4, 11, 13, 15, 16
- LOCATION TRANSFER (Bars and Liquor Stores ONLY) Complete Sections 2, 3, 4, 12, 13, 15, 16
- PROBATE/WILL ASSIGNMENT/DIVORCE DECREE Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
- GOVERNMENT Complete Sections 2, 3, 4, 10, 13, 15, 16

SECTION 2 Type of ownership:

- J.T.W.R.O.S. Complete Section 6
- INDIVIDUAL Complete Section 6
- PARTNERSHIP Complete Section 6
- CORPORATION Complete Section 7
- LIMITED LIABILITY CO. Complete Section 7
- CLUB Complete Section 8
- GOVERNMENT Complete Section 10
- TRUST Complete Section 6
- OTHER (Explain)

SECTION 3 Type of license and fees LICENSE #(s): 13023030

1. Type of License(s): Series 13
2. Total fees attached: \$ 100 Department Use Only

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Beres Mark Walter
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: Flying Leap Vineyards, Inc. 81048777
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Flying Leap Vineyards 81049206
(Exactly as it appears on the exterior of premises)
4. Principal Street Location 100 N. Railroad Ave. Willcox Cochise 85643
(Do not use PO Box Number) City County Zip
5. Business Phone: (520) 954-2935 Daytime Phone: (520) 954-2935 Email: markberes@msn.com
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: 16500 S. Creosote View Ln. Vail Arizona 85641
City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type \$ Type \$

DEPARTMENT USE ONLY

Fees: Application 100 Interim Permit Site Inspection Finger Prints \$ 100
TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: SG Date: 1/30/13 Lic. # 13023030

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01. 13 JAN 23 Liq. Dept #1 24
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. _____
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
 MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

State of _____ County of _____

X _____
(Signature)

The foregoing instrument was acknowledged before me this

_____ day of _____, _____
 Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						

) Y R A S S E C E N F I T

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO
 If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

- CORPORATION **Complete questions 1, 2, 3, 5, 6, 7, and 8.**
 L.L.C. **Complete 1, 2, 4, 5, 6, 7, and 8.**

1. Name of Corporation/L.L.C.: Flying Leap Vineyards, Inc. 713 JAN 23 Lic. Dept PH 1 46
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 11/15/10 State where Incorporated/Organized: Arizona
3. AZ Corporation Commission File No.: 1640095-9 Date authorized to do business in AZ: 11/17/10
4. AZ L.L.C. File No.: _____ Date authorized to do business in AZ: _____
5. Is Corp./L.L.C. Non-profit? YES NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
Beres, Mark	Walter		President	16500 S. Creosote View Ln., Vail, AZ 85641	
Moeller, Marc	Oliver		VP, Sec, Tr	10475 E. George Tolman Ln., Tucson, AZ 85747	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
Moeller, Marc	Oliver		54%	10475 E. George Tolman Ln., Tucson, AZ 85747	
Kitchens, Thomas	Grant		16%	6908 35th Ave. SW Unit B, Seattle, WA 98126	
Beres, Mark	Walter		14%	16500 S. Creosote View Ln., Vail, AZ 85641	
No One Else Owns 10% or More			-	-	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
 (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? YES NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
2. Assignee's Name: _____
Last First Middle ~~13 JAN 23 14~~ ~~14~~
3. License Type: _____ License Number: _____ Date of Last Renewal: _____
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

1. Governmental Entity: _____
2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by **CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).**

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
3. Current Business Name: _____
(Exactly as it appears on license)
4. Physical Street Location of Business: Street _____
City, State, Zip _____
5. License Type: _____ License Number: _____
6. If more than one license to be transferred: License Type: _____ License Number: _____
7. Current Mailing Address: Street _____
(Other than business) City, State, Zip _____
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
9. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.
10. I, _____, hereby authorize the department to process this application to transfer the
(print full name)
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.
I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me

Day Month Year

(Signature of NOTARY PUBLIC)

My commission expires on: _____

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: Name _____
(Exactly as it appears on license) Address _____
2. New Business: Name _____
(Physical Street Location) Address _____
3. License Type: _____ License Number: _____
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 2112 ft. Name of school Willcox Elementary School
Address 501 West Delos St., Willcox AZ 85643
City, State, Zip _____
2. Distance to nearest church: 1056 ft. Name of church Willcox United Methodist Church
Address 124 South Curtis Ave., Willcox, AZ 85643
City, State, Zip _____
3. I am the: Lessee Sublessee Owner Purchaser (of premises)
4. If the premises is leased give lessors: Name Raven McReynolds
Address 5575 S. Butterfield Rd., Willcox, AZ 85643
City, State, Zip _____
- 4a. Monthly rental/lease rate \$ 250.00 What is the remaining length of the lease 2 yrs. 0 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ 0.00 or other _____
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0.00
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
Pioneer Title (Land Mortgage)			\$171,200	363 W. 4th St., Benson, AZ	85602	
Moeller, Helmut			\$37,600	5393 Belardo Dr., San Diego, CA	92124	
John Deere Credit			\$28,600	P.O. Box 4450, Carol Stream, IL	60197	
Great Western Bank			\$343,900	2955 E. Grant Rd., Tucson, AZ	85716	
Bank of the West			\$11,700	P.O. Box 4024, Alameda, CA	94501	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? DFW, Internet Sales, Tasting Room & Sales, Wine Festivals

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: Name 13 JAN 23 Lic. Dept #146
(Exactly as it appears on license) Address _____
2. New Business: Name _____
(Physical Street Location) Address _____
3. License Type: _____ License Number: _____
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: _____ ft. Name of school _____
Address _____
City, State, Zip _____
2. Distance to nearest church: _____ ft. Name of church _____
Address _____
City, State, Zip _____
3. I am the: Lessee Sublessee Owner Purchaser (of premises)
4. If the premises is leased give lessors: Name _____
Address _____
City, State, Zip _____
- 4a. Monthly rental/lease rate \$ _____ What is the remaining length of the lease ___ yrs. ___ mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ _____ or other _____
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ _____
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
Mueller, Tim			\$499,000	P. O. Box 345, Sonoita, AZ	85637-0345	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? _____

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.

8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO

9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:

License # _____ (exactly as it appears on license) Name _____

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
If yes, give the name of licensee, Agent or a company name:

_____ and license #: _____
Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your business:

- Entrances/Exits Liquor storage areas Patio: Contiguous
- Service windows Drive-in windows Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
If yes, what is your estimated opening date? 03/01/2013

month/day/year

3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.

4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).

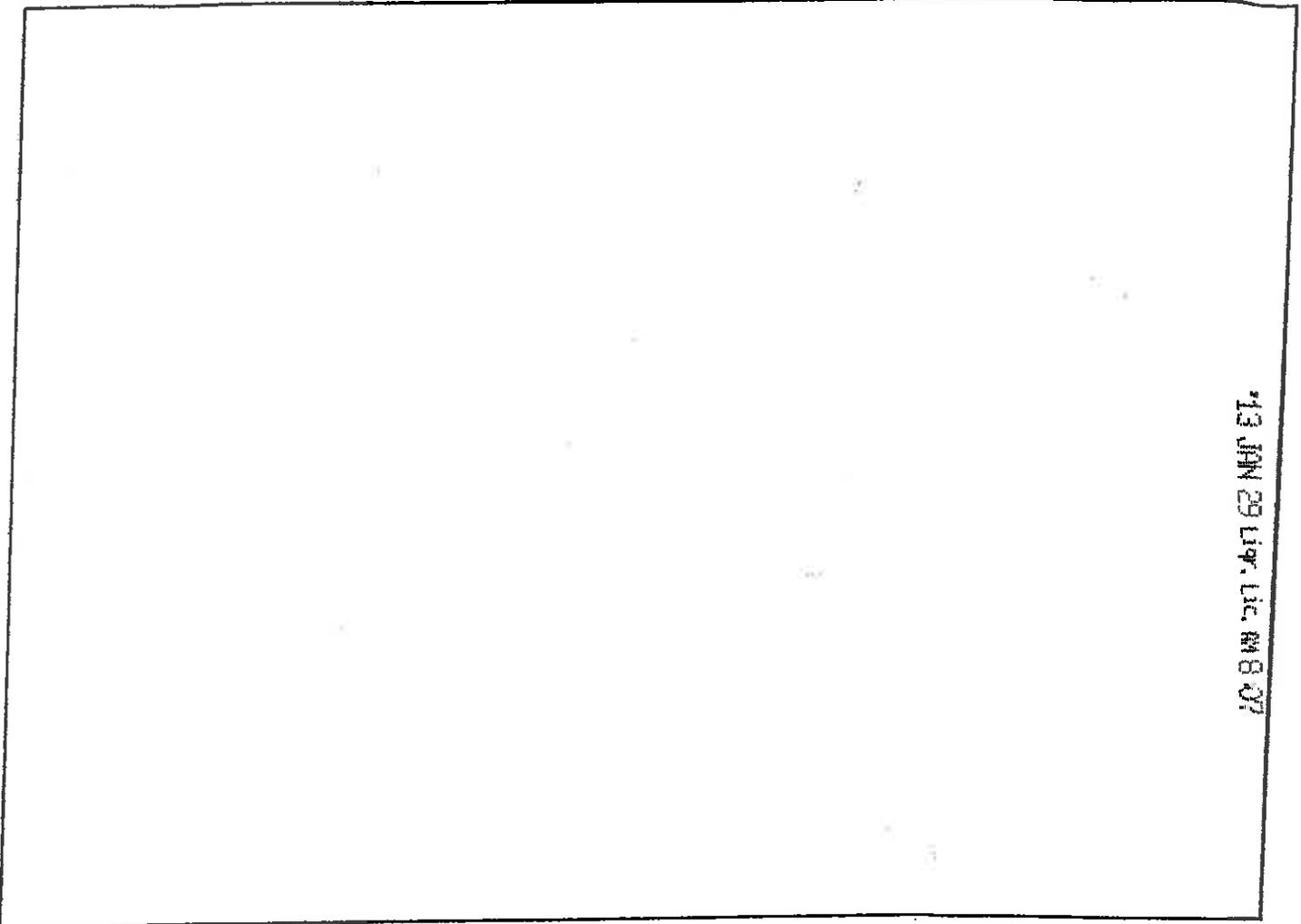
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

OM
applicants initials

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consume dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



13 JAN 29 11:41 Lic. RM 8 07

SECTION 16 Signature Block

AMENDMENT

I, MARK WALTER BERES, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

(print full name of applicant)

X _____
(signature of applicant listed in Section 4, Question 1)

State of _____ County of _____

The foregoing instrument was acknowledged before me this

_____ of _____
Day Month Year

My commission expires on _____
Day Month Year

signature of NOTARY PUBLIC

SECTION 15 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

DIAGRAM ATTACHED

SECTION 16 Signature Block

I, MARK W. BERES, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

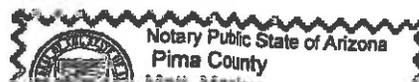
X [Signature]
(signature of applicant listed in Section 4, Question 1)

State of Arizona County of Pima

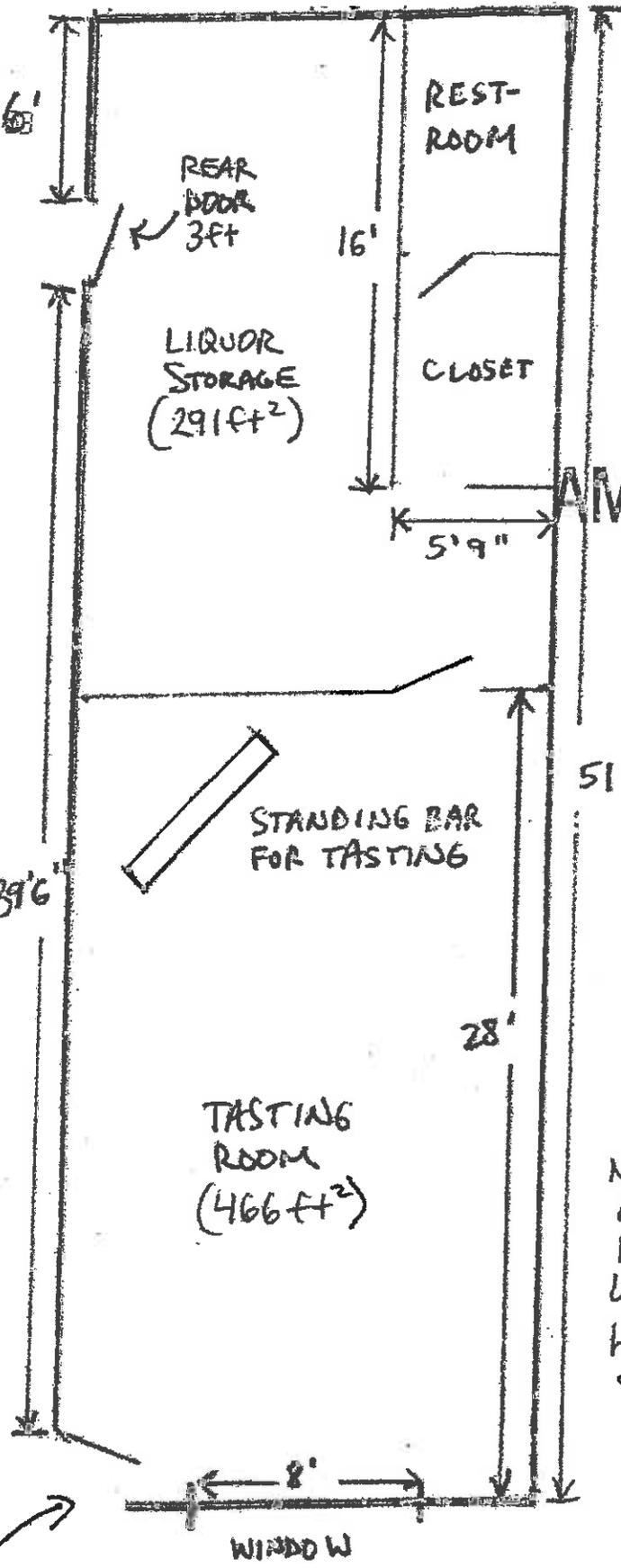
The foregoing instrument was acknowledged before me this 21st of January, 2013
Day Month Year

[Signature]
signature of NOTARY PUBLIC

My commission expires on : 20 July 2013
Day Month Year



13 JAN 25 Lique. Lic. # 368



AMENDMENT

Flying Leap Vineyards
100 N. Railroad Ave.
Willcox, AZ 85643

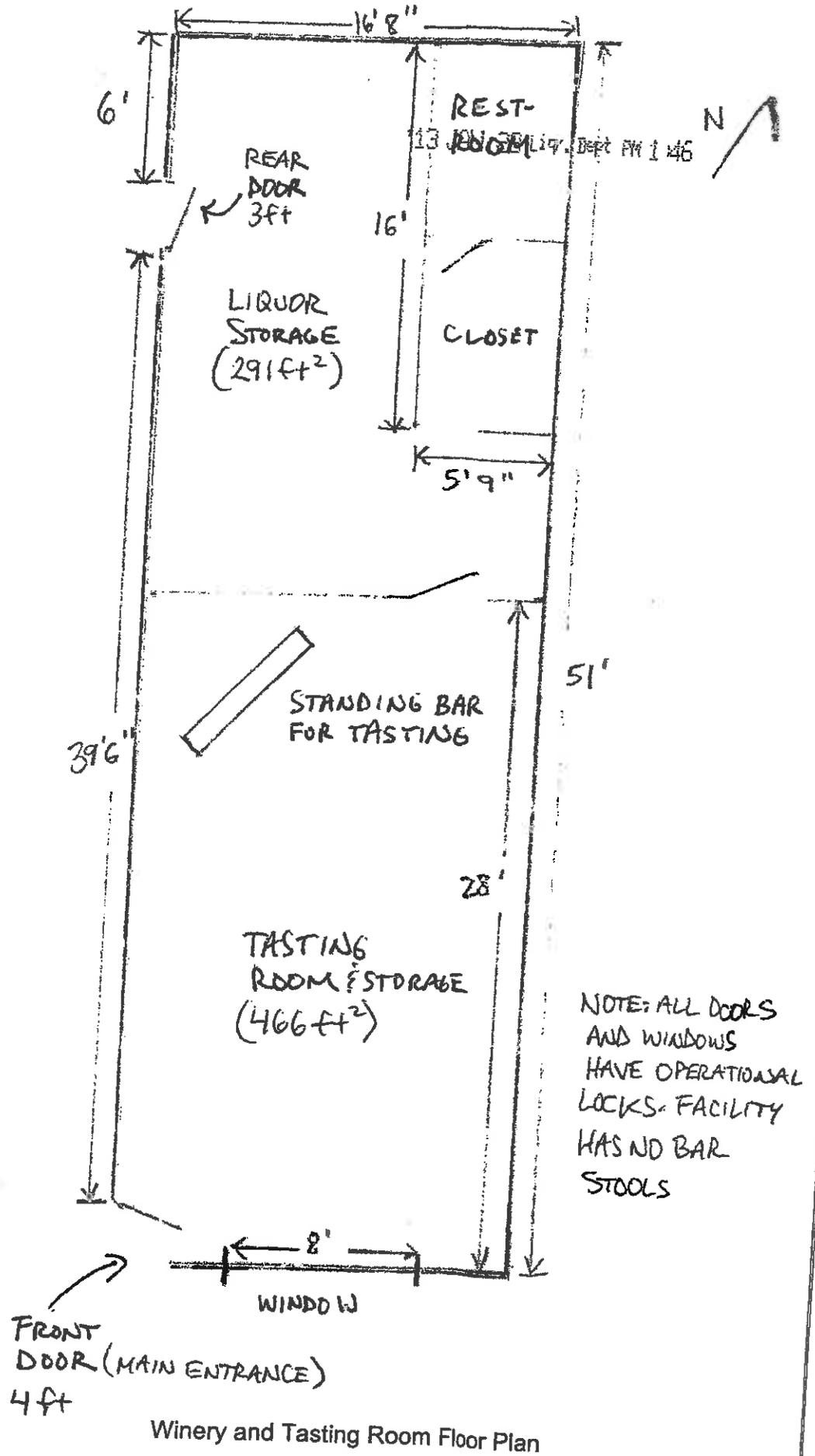
TOTAL
SQUARE FOOTAGE
850 ft²

NOTE: ALL DOORS
AND WINDOWS
HAVE OPERATIONAL
LOCKS. FACILITY
HAS NO BAR
STOOLS

FRONT
DOOR (MAIN ENTRANCE)
4 ft

Winery and Tasting Room Floor Plan

Flying Leap Vineyards
100 N. Railroad Ave.
Willcox, AZ 85643



CITY OF WILLCOX
Request for Council Action

Agenda Item: 9
Tab Number: 3
Date: 03/13/2013

Date Submitted:

3/07/13

Action:

Resolution
 Ordinance
 Formal
 Other

Subject:

City Manager
advertisements and
tentative hiring
timeframe.

To: Honorable Mayor and City Council
From: Sherry Lynn Van Allen, Human Resources

Discussion:

I have received the notification letter of retirement from City Manager McCourt. In order to assist the Mayor and Council with task of replacing our City Manager, I have created a tentative timeline for advertising the position as well as a tentative schedule for completing the hiring process.

The ads will be placed on the International City Managers Association (ICMA) website, the League of Arizona Cities and Towns website, a national website devoted to Public Sector Jobs (www.jobsavailable.net), the Arizona Range News, and the City website. Ads will be placed on all Public City Bulletin boards as well. The cost of the advertising will be approximately \$875.00.

Upon approval the ads will begin to go live on March 12, 2013 and the application process will close on Friday, April 19, 2013. This will allow over 30 days of advertising and should provide interested parties sufficient time to complete all of the required paperwork for completing the application process. The tentative schedule for review and candidate selection is based on the steps that were used for the 2008 hiring process.

Please keep in mind the schedule for review and interviews is subject to change due to applicants, candidate locations and council direction. I will be available to assist you in making this process as smooth as possible.

Fiscal Impact: \$875.00 Advertising Expenses - Candidates travel expenses currently unknown.

Prepared By:


Sherry Lynn Van Allen, Human Resources

Approved by:


Pat McCourt, City Manager

CITY OF WILLCOX
City Manager



101 S Railroad Ave Ste B
Willcox, Arizona 85643-2198
(520) 384-4271 Fax: (520) 384-2590
pmccourt@willcoxcity.org

March 6, 2013

City Council
101 S. Railroad Ave. Suite B
Willcox AZ 85643

Ref: Resignation form position of City Manager City of Willcox

I want to thank you for the opportunity of servicing the people of Willcox for the last four and one half years. I have enjoyed the challenge and I hope I have fulfilled the expectations of the community.

I feel it is time for me to pursue a new path in life and therefore I am submitting my notice of resignation from the City of Willcox position as City Manager.

While my last day in the office will be June 26, 2013, for the purposes of using up leave time the last official day will be July 6, 2013.

I look forward to continuing to provide services to the Mayor and Council, and the community up to that time.

Sincerely,

A handwritten signature in black ink, appearing to read "Pat McCourt", with a long horizontal flourish extending to the right.

Pat McCourt,
City Manager

Memo

To: Mayor and Council
From: Sherry Lynn Van Allen – Human Resources
CC: Pat McCourt
Date: 3/14/2013
Re: Update City Manager Ads

Please find an update on the status of the City Manager advertising process.

Placed on City website: http://www.cityofwillcox.org/human_resources/careers.shtml

Placed on League:
<http://www.azleague.org/Jobs.aspx?Uniqueld=96&From=All&CommunityJobs=False&JobID=Willcox-City-of-Manager-1224>

Placed on ICMA:
http://icma.org/en/icma/career_network/JobAd/102337/City_Manager

Placed with Government Jobs Available publication to be mailed nationally March 26, 2013.... Modified ad per request is attached.

Ad will publish in the Arizona Range News on March 27 and April 03, 2013

If you have any questions please give me a call.

Thanks and have a great day!

520-766-4204 – Direct Line

svanallen@willcoxcity.org



CITY MANAGER

City of Willcox, Arizona

Salary: \$75,000 to \$95,000 DOE with an Excellent Benefit Package. The City of Willcox is located in Southeastern Arizona on Interstate 10 approximately 80 miles southeast of Tucson. The City is seeking a talented energetic individual to replace the existing manager who is retiring.

Duties will include, but not limited to management and direction of administration of city government in accordance with policies set forth by City Council. Appoints department heads, and supervises activities of all city departments. Prepares annual budget, and plans for future development. Keeps supervisory personnel informed of changes of laws, codes, programs, policies or procedures. Serves as ex-officio board member of various civic organizations.

Master's degree (M.P.P.A. or M.B.A.) in Public Administration or equivalent; or four to teen years related experience and/or training; or equivalent combination of education and experience. See official job description for additional requirements.

Interested parties should visit our website at: <http://www.cityofwillcox.org> Closing deadline for applications is Friday, April 19, 2013 at 4:00 p.m. Mail to: Human Resources 101 S. Railroad Ave. Willcox, AZ 85643. Complete application, resume and letter of intent is required. Questions 520-384-4271x4204.

City Manager Selection Process:

- Applications Close - April 19, 2013
- Applications to Council - Monday April 22, 2013
- Application Review - Monday April 29th
- Supplemental Questions Requested – Friday, May 3rd
- Supplemental Question deadline – Thursday, May 9th
- Supplemental Questions Sent to Council – Monday, May 13th
- Phone Interviews Scheduled – Week of May 20th
- Phone Interviews Held – Tuesday, May 28th 4:30 -9:00
- Final Candidates Selected – Monday, June 3rd
- Final Candidates Scheduled – Week of June 3rd
- Interview Final Candidates – Monday, June 10rd
- Decide and negotiate contract by Monday June 24th
- Start Date – Aug 01, 2013

Final Interview Process:

- Candidates arrive – Sunday, June 9th
- Interview Day – Monday, June 10th
 - Tour of Community 9:00 – 10:30 am
 - Lunch with Council – Noon -1:30 pm
 - Community and staff meet and greet 2:00 – 4:00 pm
 - Council Interviews 5:00 – 10:00 pm

All times are tentative depending on applications received and candidate locations.

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 10
Tab Number: 4
Date: 3-18-2013

Date Submitted:
3-13-13
Date Requested:
3-18-13

Action:
 Resolution
 Ordinance
 Formal
 Other

**Subject: Approval Letter
for 51 MW Wind Energy
Power Plant Project
located in Cochise
County**

TO: MAYOR AND COUNCIL

FROM: Development Services Department

DISCUSSION/DECISION/DIRECTION: Approval letter for the 51 MW Wind Energy Power Plant Project located in Cochise County (see attached Approval letter and Development Review Package).

RECOMMENDATION: Staff recommends that we approve of the constructing of the 51 MW Wind Energy Power Plant Project located 13 miles west of Willcox.

FISCAL IMPACT: Would create 50 jobs for the construction of this project and 4 jobs for the operation of 51 MW Wind Energy Power Plant. Possibly bring other industries related to this project to the Willcox area in the near future.

Prepared by: Jeff Stoddard

Approved by: _____
Development Services

Approved by:  _____
City Manager



**City of Willcox
101 S. Railroad Ave
Willcox, AZ 85643
520-384-4271**

Date: March 13, 2013

Project: 51 MW Wind Energy Power Plant Project

Property Location: Nine sections of land located 13 miles west of Willcox

To: Cochise County Planning and Zoning Commission,

Based on the information contained in the Cochise County Development Review Transmittal letter/Special Use Permit the City of Willcox recommends the Approval of this Special Use Permit for the construction of the 51 MW Wind Energy Power Plant Project located 13 miles West of Willcox.

Robert Irvin
City of Willcox
Major

Date



COCHISE COUNTY COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

DEVELOPMENT REVIEW TEAM TRANSMITTAL LETTER

DATE: February 27, 2013

APPLICANT: Red Horse Wind 2, LLC, Torch Renewable Energy, Inc., Agent

PROJECT: 51 MW Wind Energy Power Plant

SITE LOCATION: Nine sections of land located approximately 13 miles west of the City of Willcox.

NOTES: Special Use request for up to 28 turbines with accessory uses, including underground and overhead transmission lines, substation and operation facility.

FROM: Michael Turisk, Planning Manager (mturisk@cochise.az.gov; 520.432.9240)

COMMENTS DUE BY: March 25, 2013

**FAILURE TO SUBMIT WRITTEN COMMENTS/CONDITIONS/PERMITS BY DUE DATE WILL
RESULT IN AUTOMATIC APPROVAL FROM YOUR DEPARTMENT**

- | | |
|---|---|
| <input type="checkbox"/> 1 st Administrative Review - 10 Business Days | <input type="checkbox"/> 1 st Substantive Review - 40 Business Days Option 1 |
| <input type="checkbox"/> 2 nd Administrative Review - 10 Business Days | <input type="checkbox"/> 2 nd Substantive Review - 40 Business Days Option 1 |
| OR | |
| <input type="checkbox"/> 1 st Administrative Review - 10 Business Days | <input type="checkbox"/> 1 st Substantive Review - 40 Business Days Option 2 |
| <input type="checkbox"/> 2 nd Administrative Review - 10 Business Days | <input type="checkbox"/> 2 nd Substantive Review - 30 Business Days Option 2 |
| | <input type="checkbox"/> 3 rd Substantive Review - 20 Business Days Option 2 |

Please advise this department in writing by March 25, 2013 of any concerns your department or agency has regarding this request. This Special Use request will be considered by the Cochise County Planning and Zoning Commission at their regular meeting on April 10, 2013. Please relate specific information, which may affect this use, or any issues you want considered in our report.

Karen Lamberton, Transportation Planner Jack Holden, Building Official Rick Corley, Zoning Administrator Lola Pregler, Rural Addressing Martin McCarthy, ADEQ Matt Walsh, Chief, Strategic Planning Office, Ft. Huachuca Jim North, Chief, PAIO, Ft. Huachuca Jodi Jerich, Arizona Corporation Commission Tim Bolton, AZ State Lands Dept. Gordon Taylor, AZ State Lands Dept. Kristin Terpening, AZ Game & Fish Ginger Ritter, AZ Game & Fish Bill Werner, Renewable Energy Coordinator, USFWS David Mathews, Willcox/San Simon NRCD	TAX PARCEL #: 209-69-001 & State Land PERMIT TYPE: Special Use TOWNSHIP: 13 RANGE: 22 SECTIONS: 15;16;17;20;21;22;27;28;29 ZONING: RU-4 FLOOD: Zone X, 2141F, 8/28/08 GROWTH AREA: D COMP. PLAN DESIGNATION: Rural ACCESS: Airport Rd. to Muleshoe Rd. to Warbonnet Rd. CLEARING LAND: ~330 acres PERMIT NO.: SU-13-04
--	--

PLEASE FIND: SUP Application & Exhibits
Conceptual Design Plans
State ROW Application
ACC Correspondence

cc: Richard Searle, District 3 Supervisor
Jim Lynch, Chairman, Planning and Zoning Commission
Jim Martzke, Planning and Zoning Commissioner, District 3
Carmen Miller, Planning and Zoning Commissioner, District 3
Gary Brauchla, Planning and Zoning Commissioner, District 3
James E. Vlahovich, Deputy County Administrator
Karen Riggs, Interim Community Development Director
Beverly Wilson, Deputy Director, Planning Division
Rick Corley, Zoning Administrator
Dora Flores, Customer and Commercial Permit Coordinator



T O R C H
RENEWABLE ENERGY, LLC

February 21, 2013

Michael Turisk, Planning Manager
Cochise County Community Development
1415 Melody Lane, Building E
Bisbee, Arizona 85603

Mike Turisk,

Torch Renewable Energy, LLC (TRE) on behalf of Red Horse Wind 2, LLC and its wholly subsidiaries are submitting a Special Use Application (SUP) for the development of the Red Horse Wind 2 Wind Farm. The attached materials include a completed SUP application form and Exhibits to elaborate on sections of the SUP application. Section 1822 from the zoning regulations was reviewed to verify compliance with County Regulations. The existing conceptual design will aim to comply with zoning regulation 1822: Wind Energy Systems.

On-site data collection, coupled with a desktop analysis has indicated that this location is viable for wind energy development. TRE has begun discussions with Arizona State Game and Fish Department (AGFD) and are in the process of conducting avian and bat studies. All studies are being completed in accordance with recent U.S. Fish and Wildlife Service (USFWS) Land-Based Wind Energy Guidelines recommendations (USFWS March 2012), USFWS Draft Eagle Conservation Plan Guidance (USFWS August 2012, and the Arizona Game and Fish Department's (AGFD Guidelines for Reducing Impacts to Wildlife from Wind Energy Development in Arizona (guidelines; AGFD October 2012). Reports on Avian and Bat Studies for the winter 2012-13 and spring 2013 will be completed by November 2013. A complete cultural resource study will be completed in the next few months and the final turbine array will be based on information attained from archeological and environmental studies.

The wind energy facility will be mostly located on Arizona State Land. A small portion of the project may be located on land owned by the Larry and JoAnne Revocable Trust (Todd's). TRE has submitted a Right-of-Way application to the Arizona State Land Department to utilize the specified State Lands for purposes of developing a wind farm. A copy of this application is attached in Exhibit C. A Special Land Use Permit was received from the State to install two met towers.

1331 LAMAR, SUITE 1450
HOUSTON, TX 77010-3039



T O R C H
RENEWABLE ENERGY, LLC

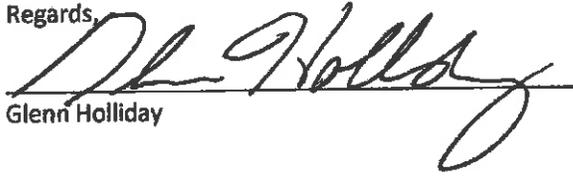
In addition, the Todd's have indicated that they are supportive of this project. TRE is in currently in negotiations with Todd's to come to a final agreement. Once this agreement is reached a copy of the agreement will be provided.

Two letters describing the project and the intent to proceed have been sent. The letters were sent to the Larry and JoAnne Revocable Trust and Dale & Louise Henderson. Copies of these letters are included in Exhibit F. There has been no response from the land owners.

Lastly, a contractor has not yet been selected. Once a contractor is selected proof of a commercial contractor licensed in the State of Arizona will be supplied.

As we have mentioned, we are on a tight development schedule and hope that the contents of this application are sufficient to be on the meeting agenda for April 10th, 2013. If there is any further information you need to assist with the processing of this application please let us know. A \$300.00 application fee is attached.

Regards,


Glenn Holliday

2/21/2013
Date

1331 LAMAR, SUITE 1450
HOUSTON, TX 77010-3039



**COCHISE COUNTY
COMMUNITY DEVELOPMENT**

"Public Programs...Personal Service"

**COCHISE COUNTY PLANNING DEPARTMENT
COMMERCIAL USE/BUILDING PERMIT/SPECIAL USE PERMIT QUESTIONNAIRE
(TO BE PRINTED IN INK OR TYPED)**

TAX PARCEL NUMBER 20969001 and Arizona State Land as on Exhibit A.

APPLICANT Red Horse Wind 2, LLC on behalf of Torch Renewable Energy,LLc

ADDRESS 1331 Lamar Ave. Houston, TX 77010

CONTACT TELEPHONE NUMBER 713-753-1287

EMAIL ADDRESS: Glenn.Holliday@teai.com

PROPERTY OWNER (IF OTHER THAN APPLICANT) AZ. State Larry and JoAnne Revocable Trust

ADDRESS Arizona State Land Department (ASLD): 1616 West Adams; Pheonix, Az 85007

Larry and JoAnne Revocable Trust: 6120 W. Warbonnet Rd. Willcox, Az 85643-3641

DATE SUBMITTED 2/21/2013

Special Use Permit Public Hearing Fee (if applicable)	\$ <u>300.00</u>
Building/Use Permit Fee	\$ <u> </u>
Total paid	\$ <u>300.00</u>

PART ONE - REQUIRED SUBMITTALS

1. Cochise County Joint Application (attached).
2. Questionnaire with all questions completely answered (attached).
3. A minimum of (6) copies of a site plan drawn to scale and completed with all the information requested on the attached Sample Site Plan and list of Non-residential Site Plan Requirements. (Please note that **nine (9) copies will be required for projects occurring inside the Uniform Building Code enforcement area. In addition, if the site plan is larger than 11 by 17 inches, please provide one reduced copy.**)
4. Proof of ownership/agent. If the applicant is not the property owner, provide a notarized letter from the property owner stating authorization of the Commercial Building/Use/Special Use Application.
5. Proof of Valid Commercial Contractor's License. (Note: any building used by the public and/or employees must be built by a Commercial Contractor licensed in the State of Arizona.)

6. Hazardous or Polluting Materials Questionnaire, if applicable.

OTHER ATTACHMENTS THAT MAY BE REQUIRED DEPENDING ON THE SCOPE OF THE PROJECT

1. Construction Plans (possibly stamped by a licensed Engineer or Architect)
2. Off-site Improvement Plans
3. Soils Engineering Report
4. Landscape Plan
5. Hydrology/Hydraulic Report
6. Traffic Impact Analysis (TIA): **Where existing demonstrable traffic problems have already been identified such as high number of accidents, substandard road design or surface, or the road is near or over capacity, the applicant may be required to submit additional information on a TIA.**
7. Material Safety Data Sheets
8. Extremely Hazardous Materials Tier Two Reports
9. Detailed Inventory of Hazardous or Polluting Materials along with a Contingency Plan for spills or releases

The Commercial Permit Coordinator/Planner will advise you as soon as possible if and when any of the above attachments are required.

PART TWO - QUESTIONNAIRE

In the following sections, thoroughly describe the proposed use that you are requesting. **Attach separate pages if the lines provided are not adequate for your response.** Answer each question as completely as possible to avoid confusion once the permit is issued.

SECTION A - General Description (Use separate sheets as needed)

1. What is the existing use of the property? Agriculture/Ranch Land

2. What is the proposed use or improvement? Exhibit A

3. Describe all activities that will occur as part of the proposed use. In your estimation, what impacts do you think these activities will have on neighboring properties? _____
Exhibit B.

4. Describe all intermediate and final products/services that will be produced/offered/sold.
Wind Turbines will generate electricity which will be sold to Tucson Electric Power.

5. What materials will be used to construct the building(s)? (Note, if an existing building(s), please list the construction type(s), i.e., factory built building, wood, block, metal)

Metal, concrete, wood

6. Will the project be constructed/completed within one year or phased? One Year yes
Phased if phased, describe the phases and depict on the site plan.

7. Provide the following information (when applicable):

A. Days and hours of operation: Days: 7 Hours (from 12 AM to 12 PM)

B. Number of employees: Initially: 50 Future: 4
Number per shift Seasonal changes 2 on-site per shift

C. Total average daily traffic generated:

(1) How many vehicles will be entering and leaving the site.
During construction there will be the delivery of supplies, equipment and materials. Post construction there will be up to 2 employees on site, and periodic maintenance of turbines.

(2) Total trucks (e.g., by type, number of wheels, or weight)
The total number of trucks and types are unknown at this time. Most traffic will occur during construction.

(3) Estimate which direction(s) and on which road(s) the traffic will travel from the site?
The site will be accessed via Airport Rd. to Mulshoe Rd. and Warbonnet Ranch Rd. Traffic will be in both directions.

(4) If more than one direction, estimate the percentage that travel in each direction
Travel is expected to be equal in direction since staff and delivery trucks will enter and exit the site via the same route.

(5) At what time of day, day of week and season (if applicable) is traffic the heaviest
Traffic will be heaviest during construction. Most traffic will occur during daylight hrs.

Circle whether you will be on public water system or private well. If private well, show the location on the site plan. If a well is drilled it will be near the O&M Facility

D. Estimated total gallons of water used: per day 200 per year 73000

Will you use a septic system? Yes No If yes, is the septic tank system existing?
Yes No Show the septic tank, leach field and 100% expansion area on the site plan.

Septic will be located adjacent to the O&M facility. Exact location to be determined.

- G. Does your parcel have permanent legal access*? Yes ___ No if no, what steps are you taking to obtain such access?

TRE submitted a Right-of-Way (ROW) application to the State of Arizona for the authorization to build a wind farm on the subject land on January 18, 2013. A copy of this application is show in Exhibit C.
Once approved this ROW will provide TRE legal access for the life of the wind farm.

*Section 1807.02A of the Cochise County Zoning Regulations stipulates that no building permit for a non-residential use shall be issued unless a site has permanent and direct access to a publicly maintained street or street where a private maintenance agreement is in place. Said access shall be not less than twenty (20) feet wide throughout its entire length and shall adjoin the site for a minimum distance of twenty (20) feet. If access is from a private road or easement provide documentation of your right to use this road or easement and a private maintenance agreement.

- H. For Special Uses only - provide deed restrictions that apply to this parcel if any.
Attached _____ NA

8. Identify how the following services will be provided:

Service	Utility Company/Service Provider	Provisions to be made
Water	Well Water	Well to be drilled and/or water to be delivered
Sewer/Septic	Septic On-site for O&M	Temporary provisions during construction
Electricity	Tucson Electric Power (TEP)	TEP will be contacted to set up Electricity
Natural Gas	N/A	N/A
Telephone	Qwest	Phone will be connected once project is on-line
Fire Protection	TBD	Likely City of Wilcox

SECTION B - Outdoors Activities/Off-site Impacts

1. Describe any activities that will occur outdoors.

Construction of wind farm and maintenance of wind turbines. See Exhibit A.

2. Will outdoor storage of equipment, materials or products be needed? Yes No if yes, show the location on the site plan. Describe any measures to be taken to screen this storage from neighboring properties. There will be outside storage on the 4 acre construction base periodically throughout

construction. There will be no outside storage upon completion of construction.

3. Will any noise be produced that can be heard on neighboring properties? Yes No if yes, describe the level and duration of this noise. What measures are you proposing to prevent this noise from being heard on neighboring properties? Modern Turbines are generally very quiet, "generating

primarily broad-band sound levels no higher than those of a moderately quiet room." The most

substantial noise will be produced during construction and will be short in duration.

4. Will any vibrations be produced that can be felt on neighboring properties? Yes ___ No if yes; describe the level and duration of vibrations. What measures will be taken to prevent vibrations from impacting neighboring properties? _____

5. Will odors be created? Yes ___ No If yes, what measures will be taken to prevent these odors from escaping onto neighboring properties? _____

6. Will any activities attract pests, such as flies? Yes ___ No If yes, what measures will be taken to prevent a nuisance on neighboring properties? _____

7. Will outdoor lighting be used? Yes No ___ If yes, show the location(s) on the site plan. Indicate how neighboring properties and roadways will be shielded from light spillover. Please provide manufacturer's specifications. Lighting was assigned by the FAA. See Exhibit A for lighting schemes.

8. Do signs presently exist on the property? Yes ___ No If yes, please indicate type (wall, freestanding, etc.) and square footage for each sign and show location on the site plan.

A. _____ B. _____ C. _____ D. _____

9. Will any new signs be erected on site? Yes No ___ If yes, show the location(s) on the site plan. Also, draw a sketch of the sign to scale, show the copy that will go on the sign and **FILL OUT A SIGN PERMIT APPLICATION** (attached). Signs to be determined but will be of minimum visual effect.

10. Show on-site drainage flow on the site plan. Will drainage patterns on site be changed?
Yes ___ No Drainage will be mildly impacted. Exhibit D shows the a preliminary drainage analysis.

If yes, will storm water be directed into the public right-of-way? Yes ___ No

Will washes be improved with culverts, bank protection, crossings or other means?

Yes No ___ If any washes are disturbed they will be restored or improved.

If yes to any of these questions, describe and/or show on the site plan.

11. What surface will be used for driveways, parking and loading areas? (i.e., none, crushed aggregate, chipseal, asphalt, other)

Locally sourced crushed aggregate will be used. If local is not available, it will be outsourced.

12. Show dimensions of parking and loading areas, width of driveway and exact location of these areas on the site plan. (See site plan requirements checklist.) Parking at the Substation and O&M facility will be located directly adjacent to the buildings. Construction parking will consist of a 4 acre area that will include an area for a trailer, storage, and parking. Proposed Construction parking is shown on site plan.

13. Will you be performing any off-site construction (e.g., access aprons, driveways, and culverts)?
Yes No If yes, show details on the site plan. **Note: The County may require off-site improvements reasonably related to the impacts of the use such as road or drainage improvements.** Off-site construction will be limited to road improvements for construction access, unloading and loading of equipment and supplies.

SECTION C - Water Conservation and Land Clearing

1. If the developed portion of the site is one acre or larger, specific measures to conserve water on-site must be addressed. Specifically, design features that will be incorporated into the development to reduce water use, provide for detention and conserve and enhance natural recharge areas must be described. The Planning Department has prepared a *Water Wise Development Guide* to assist applicants. This guide is available upon request. If the site one acre or larger, what specific water conservation measures are proposed? Describe here or show on the site plan submitted with this application.

Measures will be taken to minimize water waste during construction and operation.

The only water needed for the operations phase will be for staff at the O&M Facility.

2. How many acres will be cleared? ~330 acres
If more than one acre is to be cleared describe the proposed dust and erosion control measures to be used (Show on site plan if appropriate.) A drainage and erosion control plan has yet to be developed. Dust control measures would consist of dust control through use of water trucks and possible chemical applications around residences as needed throughout the course of work.
Erosion and sedimentation control measures would be taken in accordance with the SWPP and best management practices issued in the NOI/MPDES application.

SECTION D - Hazardous or Polluting Materials

Some businesses involve materials that can contaminate the soil, air, water, waste disposal system or environment in general. Precautions must be taken to protect the environment when such products are distributed to or from the site, stored, manufactured, processed, disposed of, or released as raw materials, products, wastes, emissions, or discharges (When sold or incorporated in a product these materials are required to have Material Safety Data Sheets (MSDS) supplied by the manufacturer.) Examples of such products include but are not limited to paint, solvents, chemicals and chemical wastes, oil, pesticides, herbicides, fertilizers, radioactive materials, biological wastes etc.

Does the proposed use have any activities involving such materials?

Yes No If yes, complete the attached *Hazardous or Polluting Materials Use Questionnaire*.

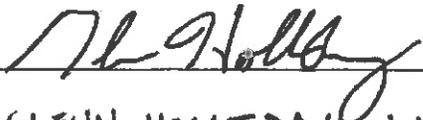
Note: Depending on quantities, this question does not apply to ordinary household or office products or wastes such as cleansers, waxes or office supplies. Answer YES only if the materials are involved in the commercial or special use process or if landscaping or maintenance chemicals (pesticides, fertilizers, paints, etc.) will be present in quantities greater than 50 pounds (solids) or 25 gallons (liquids).

If you answer NO to this question but in the County's experience, the type of business proposed typically uses such materials, you will be asked to complete the *Hazardous or Polluting Materials Questionnaire* prior to processing this Commercial Use/ Building/ Special Use Permit.

Applications that involve hazardous or polluting materials may take a longer than normal processing time due to the need for additional research. The Arizona Department of Environmental Quality Compliance Assistance Program can address questions about Hazardous Materials (1-800-234-5677, ext. 4333).

SECTION E - Applicant's Statement

I hereby certify that I am the owner or duly authorized owner's agent and all information in this questionnaire, in the Joint Permit Application and on the site plan is accurate. I understand that if any information is false, it may be grounds for revocation of the Commercial Use/ Building/ Special Use Permit.

Applicant's Signature 

Print Applicant's Name GLENN HOLLIDAY, LAND MANAGER

Date signed 2/21/2013

Concept Plan Instructions for Special Uses

Sometimes, an applicant will seek approval for a particular special use or uses on a piece of property well ahead of actual construction or operation of that use. Often the exact dimensions of structures or configuration of uses on the property are not known yet until the uses have been approved and the applicant has invested resources into site planning. The Zoning Regulations (Section 1716.02.K.2) allow for the submittal of a "Concept Plan" in lieu of a site plan in the case of phased special uses on one property or a special use where construction is not anticipated within one year. However, if the use(s) are approved by the Planning and Zoning Commission, then a detailed site plan meeting the requirements of Section 1705 of the Zoning Regulations will be required for each use or phase, and shall be in substantial conformance with the approved special use. If the site plan is not within substantial conformance with the approved use and concept plan, then the special use will need to be reviewed, in a public hearing, by the Commission once again to modify the original proposal. **Note: any anticipated waivers of site development standards such as setbacks, screening, landscaping or parking spaces must be requested, justified, and approved by the Commission prior to the issuance of a building permit.**

In order to adequately review the proposed special use(s) on a piece of property, a Concept Plan must include at a minimum the following information:

- Parcel boundaries and adjacent roads;
- The general location, size and height of all structures and uses (existing and proposed), including minimum setbacks from parcel boundaries, washes and road travelways;
- The general location and minimum number of parking spaces to be provided, including proposed surface and width of driveways;
- Proposed screening and landscaping;
- Any significant topographical features (washes, hills, rock outcroppings, wetlands) and cultural features of the property and adjacent parcels;
- If applicable, project phasing (approximate schedule of uses and construction) and any other information deemed necessary to effectively review the Special Use.

Exhibit A. Project Description and Proposed Use.



T O R C H
RENEWABLE ENERGY, LLC

Exhibit A

“PROJECT DESCRIPTION AND PROPOSED USE”

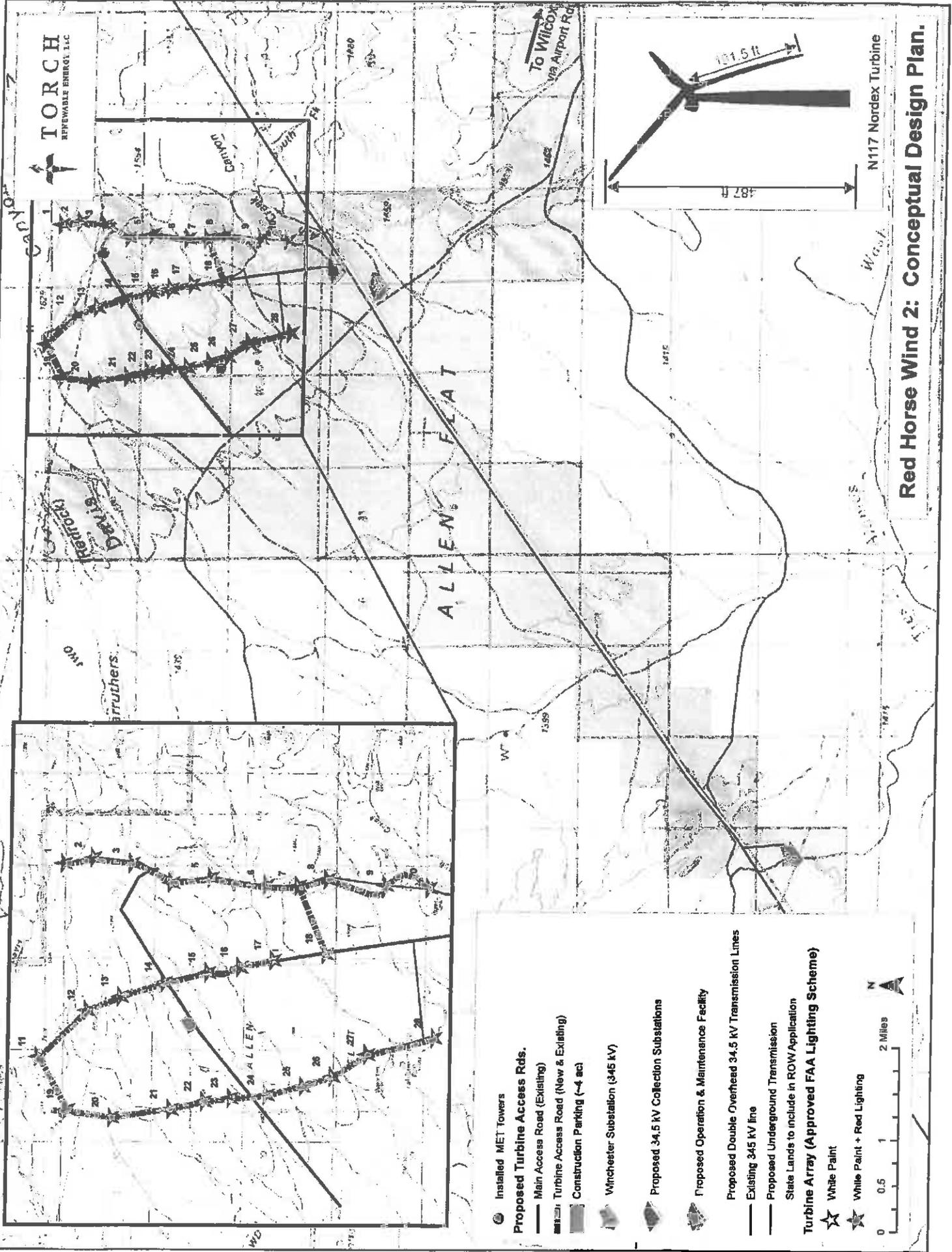
Torch Renewable Energy (TRE) is proposing to construct and operate a wind energy generation facility (Wind Farm) with 51 MW nameplate capacity. The Wind Farm will consist of up to 28 Wind Turbines, underground and overhead transmission lines, a collection substation and an operation and maintenance facility. The wind turbines will be up to 487 feet in total height, with a blade diameter of 191.5 feet. The wind turbines will be located on Arizona State Trust Lands and Private Lands. The Substation and Operations & Maintenance Facility will be located on Arizona State Trust Lands. Six copies of the Conceptual Site Plan are attached.

The wind farm will create electricity with zero emissions and zero water usage in an arid region. The identified location is remote and therefore has very limited view-shed consequences.

The project will create up to 50 direct jobs to Arizona during construction and hundreds of indirect jobs and revenue for the local economy from out of town consultants during the construction phase. The wind farm will create up to 4 long-term jobs for permanent residents in Cochise County.

TRE has secured a long-term Power Purchase Agreement (PPA) with Tucson Electric Power Company (TEP). Construction is expected to begin in the 4th Quarter of 2013 and commercial operations should commence by the end of 2014.

TRE submitted notice of proposed construction for the Wind Farm on January 18, 2013. All turbine locations were found to have a “determination of no-hazard,” and therefore are approved by the FAA. The Aeronautical Study Number is 2013-WTW-312-OE.



Red Horse Wind 2: Conceptual Design Plan.

- Installed MET Towers
- Proposed Turbine Access Rds.**
 - Main Access Road (Existing)
 - Turbine Access Road (New & Existing)
 - Construction Parking (~4 ac)
- Winchester Substation (345 kV)
- Proposed 34.5 kV Collection Substations
- Proposed Operation & Maintenance Facility
- Proposed Double Overhead 34.5 kV Transmission Lines**
 - Existing 345 kV line
 - Proposed Underground Transmission
- State Lands to include in ROW Application
- Turbine Array (Approved FAA Lighting Scheme)**
 - ☆ White Paint
 - ☆ White Paint + Red Lighting



Exhibit B

“ACTIVITIES AND IMPACTS FOR PROPOSED USE”

The Construction Phase will include: new road construction for turbine access roads; existing road repair and improvement; trenching for underground collection and fiber-optic lines to the 34.5 kV substation; excavation and possible blasting for turbine foundations; installation of wind turbines on Arizona State Land and private land; an operating and maintenance facility (~2,400 ft²); construction of a 34.5 kV substation; construction of 2-34.5 kV overhead transmission lines that will run from the 34.5 kV substation to the existing Winchester Substation. The new overhead transmission lines will run parallel to the existing Tucson Electric Power transmission line. The new road construction for turbine access setup and maintenance will consist of 16-ft wide aggregate roads with temporary 10-ft compacted shoulders. The shoulders will be de-compacted after installation of the turbines and reclaimed to their existing condition. The turbine model will be one of the following: Vestas V100 or Nordex N117. The majority of the impact to neighboring property owners will occur during construction which is expected to be completed in less than 1 year.

Operations will include: generation of renewable wind energy including on-site operation and periodic maintenance and repairs of the entire generating facility components including roadways, underground conduits, and overhead transmission facilities over and across the lands defined in Exhibit A, in accordance with the law of the State of Arizona and the rules of the State Land Department.

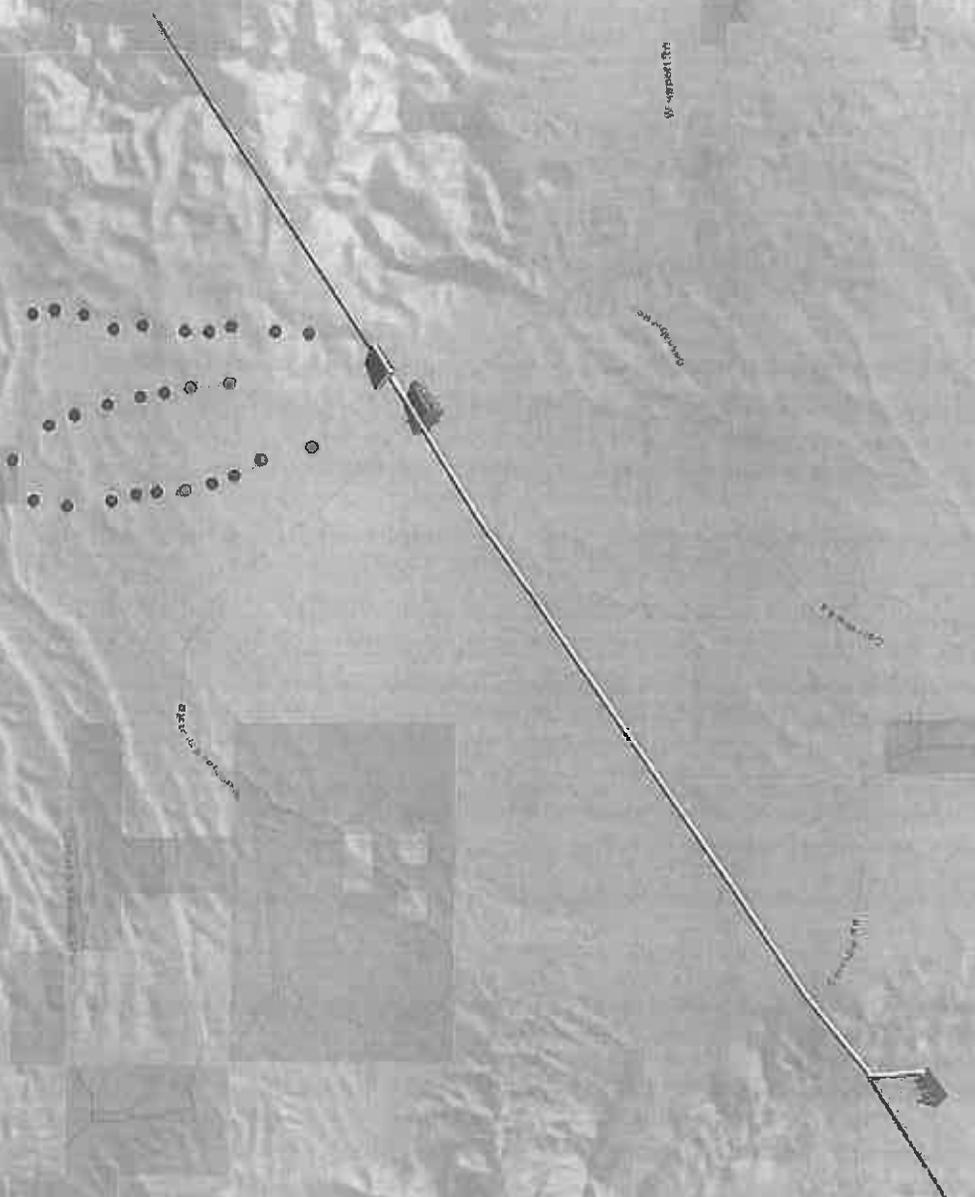
We anticipate there will be up to 4 full time employees. There will be 2 employees on site from 24 hours a day, 7 days a week. The operations and maintenance provider will be selected at a later date.

The impact to neighboring property owners will be minimal. The majority of the land surrounding the site is owned by the State of Arizona and is sparsely populated. There are a few adjacent property owners west, and the Larry and JoAnne Revocable Trust (Todd's) to the North. The Todd's have a lease on the Arizona State Land being used for this project to graze cattle. The Todd's have indicated that they are supportive of this project and may house a turbine on their land. TRE is currently in negotiations with Todd's to come to a final agreement. Once this agreement is reached a partially redacted copy of the agreement can be confidentially provided upon request.

The nearest property owner to the west of the project is more than 2 miles from the farthest west wind turbine. The attached map identifies the private, state, and federal lands in the vicinity of the project.

Once the wind farm is fully operational traffic to and from, and within the site, will be minimal. Employees will access the site via Airport Road and park at the designated parking at the Operations & Maintenance Facility.

Exhibit B. Land Ownership.



● Proposed Turbine Array

◆ Winchester Substation (345 KV)

■ Proposed 34.5 kV Collection Substations

■ Proposed Operation & Maintenance Facility

— Existing 345 KV line

— Proposed Double Overhead 34.5 KV Transmission Lines

Arizona State Lands Ownership Database

BLM

Forest

Private

State Trust



ATTACHMENT A

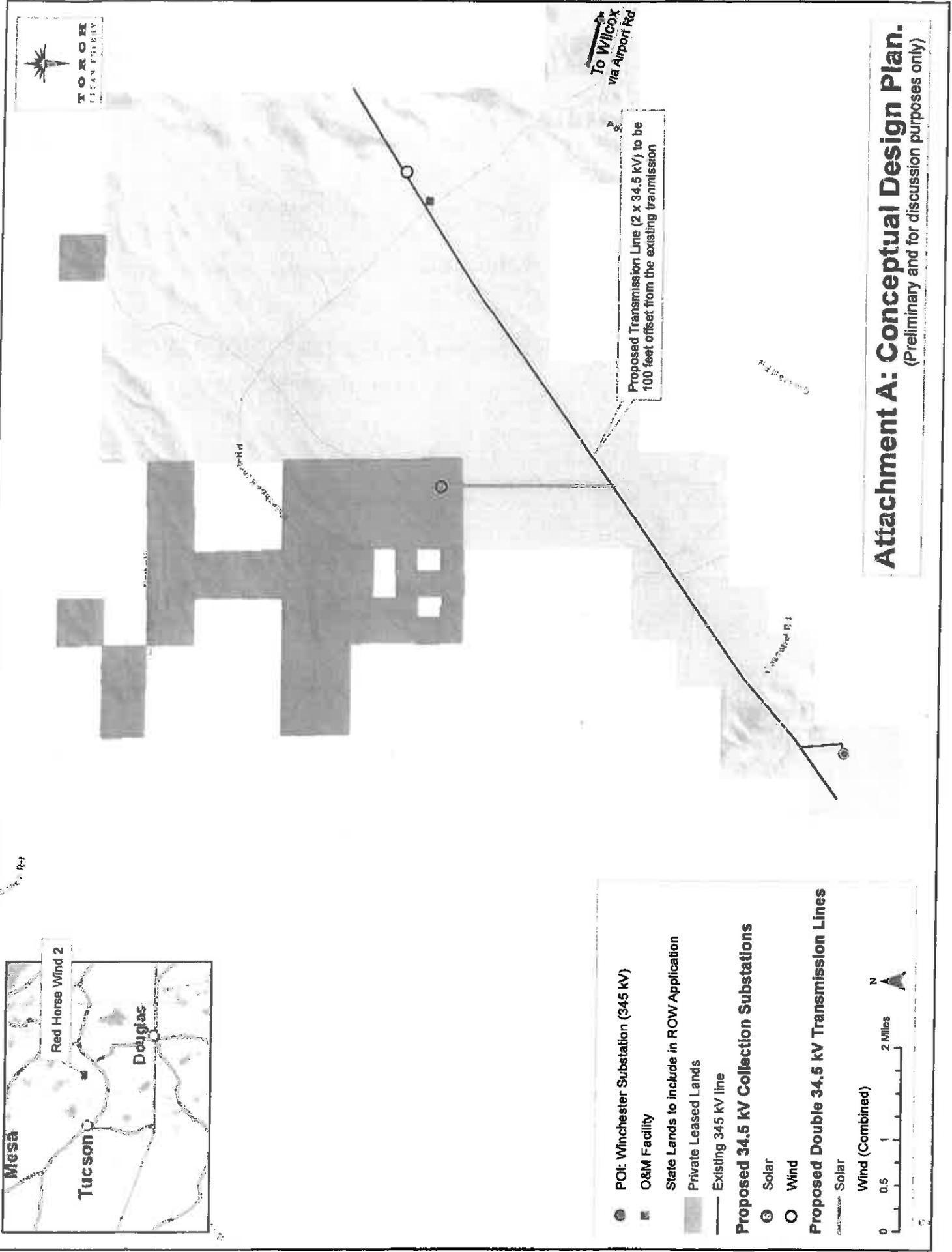
“REQUEST FOR RIGHT OF WAY”

APPLICANT: RED HORSE WIND 2, LLC

3. REQUEST FOR RIGHT OF WAY: Applicant hereby makes Right of Way application under A.R.S § 37-461, for purpose of “Constructing and Operating a wind energy generation facility with 50.4 MW nameplate capacity. Use of ASLD Lands includes the Construction and Operation Phases of the facility.

The Construction Phase will include: new road construction; existing road repair and improvement; trenching for underground collection and fiber-optic lines to the 34.5 kV substation; excavation and possible blasting for turbine foundations; installation of wind turbines on Arizona State Land and private land; an operating and maintenance facility; construction of a 34.5 kV substation; construction of 2-34.5 kV overhead transmission lines that will run from the 34.5 kV substation to the existing Winchester Substation. The turbine model will be one of the following: Vestas V100, GE 1.6-100, Nordex N117, Siemens SWT 2.3, Repower MM92, or similar wind turbine model with pitch regulated, three bladed, horizontal-axis turbine employing blade pitch control to regulate rotor speed, yaw control to steer turbine direction, and asynchronous power electronic converter system.

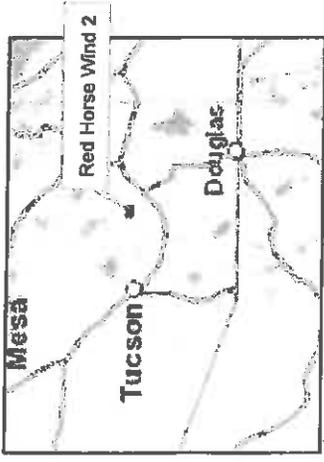
The Operations Phase will include: Generation of renewable wind energy including on-site operation and periodic maintenance and repairs of the entire generating facility components including roadways, underground conduits, and overhead transmission facilities over and across the lands defined in Attachment B, in accordance with the law of the State of Arizona and the rules of the State Land Department.



To Wilcox
via Airport Rd

Proposed Transmission Line (2 x 34.5 kV) to be
100 feet offset from the existing transmission

Attachment A: Conceptual Design Plan.
(Preliminary and for discussion purposes only)



- POI: Winchester Substation (345 kV)
- O&M Facility
- State Lands to include in ROW Application
- Private Leased Lands
- Existing 345 kV line

Proposed 34.5 kV Collection Substations

- ⊗ Solar
- Wind

Proposed Double 34.5 kV Transmission Lines

- Solar
- Wind (Combined)

0 0.5 1 2 Miles

N

RETURN TO:

ARIZONA STATE LAND DEPARTMENT
PUBLIC COUNTER
1616 WEST ADAMS
PHOENIX, ARIZONA 85007

SUBMIT NON-REFUNDABLE FILING FEE:

New/Renewal: \$500
Amend: \$100

DEPARTMENTAL USE ONLY			ROLODEX # _____	
ACCOUNTING	T&C		RECOMMENDATION/INITIAL	DATE
Filing Fee:			Approve _____	_____
New/Renewal: \$500	Exam: _____		Deny _____	_____
	Exam #: _____		Reject _____	_____
Amend: \$100	Int Title: _____		Withdraw _____	300.00
N(34) R(35) A(23)	App Entry: _____			

APPLICATION FOR RIGHT OF WAY

Type or print in ink.

APPLICATION NO. _____ - _____

Complete ALL questions, SIGN and SUBMIT application with appropriate NON-REFUNDABLE FILING FEE.

1. APPLICANT:

Red Horse Wind 2, LLC

Name

300.00

Mailing Address

Houston TX 77010

City

State

Zip

Glenn Holliday

713.753.1287

Contact Person

Phone No.

glenn.holliday@teai.com

Email Address for Contact Person

2. TYPE OF APPLICATION:

NEW

RENEW

AMEND

Reason for amendment:

Exhibit A

3. REQUEST FOR RIGHT OF WAY: Applicant hereby makes Right of Way application under A.R.S. § 37-461, for the purpose of See Attachment A _____ over and across the lands hereinafter described for a term of 50

years, in accordance with the laws of the State of Arizona and the rules of the State Land Department.

4. LEGAL DESCRIPTION: (Complete below and attach metes and bounds legal description, maps, surveys & plans)

TWN.	RNG.	SEC.	LEGAL DESCRIPTION	ACRES	COUNTY	SLD USE ONLY		
						CTY	GRT	PARCEL
_____	_____	_____	See Attachment B	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____

5. CONSTRUCTION SCHEDULE:

- a. If construction is required, when is the proposed construction anticipated to begin? Dec. 1, 2013
- b. Typical processing time for an application is 12-16 months. Does your construction schedule allow for this processing time? No Yes If no, please complete R/W Supplement "RW-CO" Conditional Right of Way Supplement.

6. TYPE OF RIGHT OF WAY – REQUIRED SUPPLEMENTS: (Complete supplement for each use marked)
Required supplements are available at 1616 W. Adams or online at www.land.state.az.us

a. Municipal/Utility Rights of Way

- Public Roadway & Underground Utilities – (Complete supplement "RW-RU")
- Public Roadway – (Complete supplement "RW-R")
- Drainage Easement – (Complete supplement "RW-D")
- Service Road – (Complete supplement "RW-R")
- Underground Utility Easement – (Complete supplement "RW-U")
- Water Line, Reservoir or Lift Station – (Complete supplement "RW-U")
- Sewer Line or Lift Station – (Complete supplement "RW-U")
- Electrical Line or Substation – (Complete supplement "RW-U")
- Gas Line – (Complete supplement "RW-U")
- Temporary Construction Easement – (Complete supplement "RW-T")
- Other, Please specify _____

b. Telecommunications Rights of Way

- Communication Line – Distribution Line – (Complete supplement "RW-C")
- Communication Line – Single User – Transmission Corridor – (Complete supplement "RW-C")
- Communication Line – Multiple User – Transmission Corridor – (Complete supplement "RW-C")
- Service Road – (Complete supplement "RW-R")
- Temporary Construction Easement – (Complete supplement "RW-T")
- Other, Please specify _____

c. Private Individuals & Entities

- Non-Exclusive Access Road – (Complete supplement "RW-R")
- Haul Road – (Complete supplement "RW-R")
- Service Road – (Complete supplement "RW-R")
- Temporary Construction Easement – (Complete supplement "RW-T")
- Other, Please specify _____

Drainage will be mildly impacted. Exhibit D shows the a preliminary drainage analysis.

7. BASIS FOR APPLICATION:

a. Why are you applying for this right of way? (Mark all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Public Works Project | <input type="checkbox"/> Pending Sale |
| <input type="checkbox"/> Pending Private Development | <input type="checkbox"/> Loss of Alternative Access |
| <input type="checkbox"/> Required by City, County, etc. | <input checked="" type="checkbox"/> Other, Please specify: |
| <input checked="" type="checkbox"/> Necessary to provide infrastructure | Construct, operate, and |
| <input checked="" type="checkbox"/> Necessary to provide access | maintain a wind farm. |
| <input type="checkbox"/> Trespass/Encroachment | <u>(see 6.c. above)</u> |

b. Does this right of way serve a specific property?

- No If no, complete R/W Supplement "RW-2" (Easement in Gross Supplement)
 Yes If yes, complete R/W Supplement "RW-1" (Dominant Estate Supplement)

c. Is the proposed right of way to be used in conjunction with any application for a state lease, permit or sale (commercial, mineral, etc.)? No Yes If yes, provide the application number: 14-107748

8. EXISTING LESSEE – IMPROVEMENTS:

a. Are there any improvements that would be disturbed if this application is approved (water tanks, wells, fences, building, etc.)? No Yes If yes, list below:

Range improvements will be relocated if disturbed.

b. If approved, will the construction and the maintenance of the right of way interfere with or intrude upon the existing lessee's rights under any existing lease? No Yes If yes, describe in detail:

Slight reduction in carrying capacity.

c. Have you contacted the Lessee to discuss this application? No Yes N/A

9. JURISDICTIONAL WASHES:

a. Will the right of way cross any known washes, waterways, or other Waters of the U.S.? No Yes If yes, list the numbered washes or indicate "unnamed wash" below:

There are ephemeral washes within the project area. If there are impacts to these washes they will be temporary.

If any of these washes are deemed waters of the US, then a 404 permit from the Corps will be obtained.

10. APPLICANT COMPLETE AND SIGN PAGE 4.

CERTIFICATION: Pursuant to A.R.S. Title 37 and the Rules of the Arizona State Land Department, A.A.C. Title 12, Chapter 5, you must complete the following information pertinent to you and/or the organization you represent and sign the certification or your application will not be processed. **NOTE:** Applicant must complete item #1.

1. Is this application made in the name of: (Applicant must check one) _____ Individual(s) _____ Husband & Wife
 _____ Corporation _____ Partnership _____ Ltd. Partnership _____ Estate _____ Trust _____ Ltd. Liability Co.
 _____ Joint Venture _____ Municipality _____ Political Subdivision _____ Other (specify) _____

2. INDIVIDUAL(S) OR HUSBAND & WIFE: Complete the following for each applicant:
- | NAME | AGE | MARITAL STATUS |
|-------|-------|----------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

3. CORPORATION: Complete the following:
 (A) Do you have authority from the Arizona Corporation Commission to do business in the State of Arizona? Yes ___ No ___
 (B) Is the corporation presently in good standing with the Arizona Corporation Commission? Yes ___ No ___
 (C) In what state are you incorporated? _____
 (D) Is the legal corporate name and Arizona business address the same as stated in this application? Yes ___ No ___
 If no, state the Legal Corporate Name: _____
 Address: _____
 (Street or Box Number) (City) (State) (Zip)

4. LIMITED LIABILITY COMPANY: Complete the following:
 (A) If an out-of-state limited liability company: Have you filed for a Certificate of Registration with the Arizona Corporation Commission?
 Yes ___ No ___
 (B) If an Arizona limited liability company: Have you filed Articles of Organization with the Arizona Corporation Commission?
 Yes ___ No ___
 (C) Are you authorized by the Arizona Corporation Commission to transact business in Arizona? Yes ___ No ___

5. PARTNERSHIP OR JOINT VENTURE: Complete the following for each authorized partner or principal in the partnership or joint venture:
- | NAME | BUSINESS ADDRESS | AGE | MARITAL STATUS |
|-------|------------------|-------|----------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

6. LIMITED PARTNERSHIP: Is this Limited Partnership on file with the Arizona Secretary of State? Yes No
 Complete the following for the authorized general partner(s) only:
- | GENERAL PARTNER(S) NAME | BUSINESS ADDRESS |
|-------------------------|------------------|
| _____ | _____ |
| _____ | _____ |

7. ESTATE: Complete the following and attach a copy of the court or estate document(s):
 Name of the court-appointed administrator or personal representative: _____
 List the type and date of issuance of the court or Estate document: _____
 (Date issued) (Type of Document)

8. TRUST: (A) Complete the following pursuant to A.R.S. § 33-404, for each beneficiary of the Trust:
- | NAME | ADDRESS | AGE | MARITAL STATUS |
|-------|---|-------|----------------|
| _____ | Arizona State Land Department (ASLD): 1816 West Adams; Phoenix, Az 85007 | _____ | _____ |
| _____ | Lary and JoAnne Revocable Trust 6120 W. Warbonnet Rd. Wilcox, Az 85643-3641 | _____ | _____ |

or (B) Identify the Trust document by title, document number, and county where document is recorded: _____

9. I HEREBY CERTIFY, UNDER PENALTY OF PERJURY, THAT THE INFORMATION AND STATEMENTS CONTAINED HEREIN, TOGETHER WITH ALL EXHIBITS AND ATTACHMENTS ARE TRUE, CORRECT AND COMPLETE AND THAT I/WE HAVE AUTHORITY TO SIGN THIS DOCUMENT.

Red Horse Wind 2, LLC
 (Name of Corporation, Partnership, etc.) Date Signature of Applicant (Individual) Date
 Signature Title Signature of Applicant (Individual) Date

Rocky Ray

RIGHTS-OF-WAY APPLICATION ADDENDUM

NOTE: READ CAREFULLY

1. Completed supplemental forms (available on ASLD website) and the Application Addendum signed and dated by a Right of Way Administrator, or Section Manager, or Division Director, must accompany any new application for a Right of Way or Right of Entry. If such forms do not accompany the application, or if the Application Addendum is not signed and dated, or if the application is not submitted within 90 days of the Preliminary Application Conference date, the application shall be rejected.
2. Preliminary Application Conferences shall be set up by an administrator of the Right of Way Section (602) 542-4098. The Conference may be with the proposed applicant or a party representing the applicant. Preliminary Application Conferences shall be by appointment, may be in person or by phone, and shall be scheduled for a minimum thirty (30) minute time period, unless an administrator personally arranges otherwise.
3. An appointment for a Preliminary Application Conference must be set up at least ten (10) working days in advance. The potential applicant must provide a completed Application Addendum and any supplemental forms for the specific use at the time the Preliminary Application Conference is scheduled. The completed Application Addendum and supplemental forms may be mailed, hand delivered, faxed or provided electronically. In addition to the Application Addendum, it is highly recommended that a surface ownership map showing the proposed alignment be provided by the applicant. If the Preliminary Application Conference is conducted by telephone, it is the responsibility of the potential applicant or representative to make sure the Application Addendum, supplemental forms and any maps are delivered to the administrator prior to the Preliminary Application Conference. The administrator shall not schedule the Preliminary Application Conference if the potential applicant fails to provide the completed Application Addendum prior to scheduling the Preliminary Application Conference.
4. Administrators will be assigned to Preliminary Application Conferences on a basis established by the Right of Way Section Manager.
5. When the Preliminary Application Conference is concluded, the administrator shall return the signed and dated Application Addendum to the potential applicant or his representative to submit with the application if one is filed, and retain a copy.

ACCEPTANCE OF THE APPLICATION SUBSEQUENT TO COMPLETION OF THE ADDENDUM DOES NOT CONSTITUTE A FINAL DETERMINATION BY THE DEPARTMENT OF THE MERITS OF THE APPLICATION.

**ARIZONA STATE LAND DEPARTMENT
REAL ESTATE DIVISION
ADDENDUM TO APPLICATION
REQUIRED PRELIMINARY APPLICATION INFORMATION**

This completed form, signed and dated by the Real Estate Division, must accompany every New Right of Way or Right of Entry Application. The Department will not accept an application for a right of way or a right of entry without this form being completed.

APPLICANT INFORMATION

Applicant Name: Red Horse Wind 2, LLC
Contact Name: Glenn Holliday
Mailing Address: 1331 Lamar St. Ste 1450
City: Houston
State & Zip Code: Texas; 77010
Phone: 713.753.1287 Fax: _____
E-Mail: Glenn.Holliday@teai.com

PARCEL INFORMATION

Section/Township/Range: Attachment B
Political Jurisdiction: Unincorporated Cochise County
Existing Zoning: RU-4, Category D
General Plan Designation: T13S/R22E and T13S/24E are Rural. The remainder is Agricultural.
Existing Adjacent Land Uses: Ranch Land
North: Ranch Land
East: Ranch Land
South: Ranch Land
West: Ranch Land

Proposed Project Description, purpose and/or need for the requested right of way?
See Attachment A and associated Conceptual Design Plan.

What is your opinion of the value of the right-of-way you wish to acquire the rights to, per acre, and if appropriate, per square foot?

To be determined.

What are the funding mechanisms that will assist and or pay for this right of way? Are there constraints, stipulations or deadlines with the funding?

TRE will receive 100% of its funding for this right of way, and other early and mid stage development activities from TEAL. TEAL is well capitalized and has a successful 30 year track record, having acted as both a principal and investment manager for over US\$3.0 billion of energy transactions. Torch Renewable Energy (TRE) is a wholly owned subsidiary of a privately held energy project developer and manager, Torch Energy Advisors, Inc. (TEAI). This stage of funding will be free and clear of constraints, stipulations or deadlines.

Is access an improved dedicated public street? Yes No

Describe access and identify road names: Muleshoe Ranch Road will be used to access existing dirt roads throughout the site. Turbine access roads to be built to utilized for the installation and maintenance of the turbines.

Are there any drainage and/or flood plain constraints or requirements for the use or proposed project? If yes, what are the proposed plans to address them and how or will they impact the proposed use?

There are no drainage or floodplain constraints. Turbines and maintenance roads will be located to avoid impacts to drainage and floodplains.

Are there any waterways/washes in along or within the project area? If yes, what are the sizes and what constraints and/or issues may they generate?

There are ephemeral washes within the project area. If there are impacts to these washes they will be temporary. If any of these washes are deemed waters of the US, then a 404 permit from the Corps will be obtained.

Has the proposed use or proposed project been presented and/or vetted through the local, State or Federal jurisdiction? If yes, what was the jurisdiction's position? Please include any letter of support and/or stipulations imposed on the project.

The project is currently being discussed with Local, State, and Federal Entities. Letters of compliance and permits will be submitted as they become available.

Are there any pending projects associated with this use or proposed project? If yes, do they require other rights of ways or acquisitions to complete the project? Please explain.

No.

Are there any extraordinary issues affecting the use or proposed project that you are aware of, such as the existence of endangered species, cultural resources, topographic constraints, etc.?

None identified in a desktop analysis. We engaged a consultant to begin avian studies on December 7, 2012. A native plant survey and a cultural resource survey will be conducted within the next couple months.

What, local, State or Federal approvals, if any, are necessary for this use or proposed project? If a Certificate of Environmental Compatibility (CEC) by the Arizona Corporation Commission is required, when are you planning to file the application? If filed, please provide a copy of the application.

Cochise County Building permit; Determination of No Hazard from the FAA;

Section 404 Permit for any wash crossing deemed jurisdictional by the Corps;

Cochise County Special Use Permit; A CEC is not required

Why are you requesting that this parcel be encumbered with a right of way at this time? Please provide supporting data.

See Attachment A.

For Real Estate Division Use Only

Preliminary Application Conference Took Place with:

M. E. Kelly, Ray

Real Estate Division Signature:

[Signature]

1/10/13

(Date)

OK to accept KE 14

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 11
Tab Number: 5
Date: 3-18-2013

Date Submitted:
3-7-13
Date Requested:
3-18-13

Action:
 Resolution
 Ordinance
 Formal
 Other

**Subject: Draft of
Cemetery Maintenance
Ordinance (Cemetery
Perpetual Care Fund)**

TO: MAYOR AND COUNCIL

FROM: City Manager

DISCUSSION: Here is my first draft of a proposed addition to the City Code to put in place a "Cemetery Maintenance Fund" also known as a Perpetual Care Fund for the Sunset cemetery. This was discussed briefly at the 3-4-13 workshop.

The draft has been reviewed by the City Finance Director and the City Attorney.

If the Council wishes to proceed then staff will set up the schedule for hearings and put in form for an adoption by Ordinance, with the accompanying Resolution to establish the rates associated with the Cemetery maintenance Fund.

RECOMMENDATION: Provide direction to the Staff

FISCAL IMPACT: If the Council ultimately adopts the Ordinance establishing the Cemetery Maintenance Fund this would begin a long term (80 + year) process to develop a sufficient endowment fund to pay for the maintenance of the Sunset Cemetery after all the plots have been sold. There would be required contributions from the City General Fund to the Cemetery Maintenance Fund, the amount of contribution would vary depending on balances, interest earned and the fees charged. Please see attached material from the 3-4-13 workshop.

Prepared by: Pat McCourt

Approved by:


City Manager

3-30 Cemetery Maintenance Fund

3-20-1 Definitions:

ARS; shall mean the Arizona Revised Statutes as they now exist and as they may be modified in the future.

Cemetery Maintenance Fund; A Fund of the City of Willcox to hold and safeguard monies to be used to maintain the Sunset Cemetery: also known as a Perpetual Care Fund.

City Contribution; an annual contribution to the Endowment account to assure t5he amount in the Endowment Account reaches a goal of \$5,000,000 by the time 95% of the plots in the Sunset Cemetery are sold.

Endowment Account; a location on the financial records where the amount of money contributes is aggregated. The principle amount within the Endowment Account may not be reduced or drawn down for any purpose.

3-30-2 Purpose and Scope:

The purpose of this chapter is to:

- A. Provide for the long term maintenance and care of the Sunset Cemetery.
- B. Authority of the City of Willcox to establish such a fund is embodied in ARS 9-220.5 and ARS 9-453.
- C. Establish the necessary steps to build and maintain the Cemetery Maintenance Fund so that at the time all plots have been sold and the Sunset Cemetery is full the amounts of money in the Cemetery Maintenance Fund should be adequate to earn interest in an amount to pay for the normal maintenance of the Sunset Cemetery without additional payments from the City General Fund.

3-20-3 Establishment of a Fund:

There is hereby established a Trust fund for the purpose of collecting monies and making payments for the operation of the Cemetery Maintenance Fund. Such Fund shall be operated as a "Trust Fund" as that term is defined by the Government Finance Officers Association (GFOA).

3-20-4 State Regulations Adopted:

The laws and regulation promulgated and published by the State of Arizona which include the authority to regulate the City of Willcox operation of a cemetery, along with subsequent revisions and amendments are adopted by reference and made a part of this chapter.

3-20-4 General Regulations:

- A. All monies collected from the purchasers of lots and all contributions made by the City of Willcox shall be placed in an account called "Endowment", which shall not be diminished through expenditures for operations or capital.

- B. Contributions from other individuals and entities will be accepted and may be placed in the Endowment Account.
- C. Amounts in the Endowment Account shall be invested so as to; protect the principal, earn interest, and provide sufficient liquidity for current operations, as permit by State Law for municipal monies.
- D. Interest earned on the Endowment Account shall be deposited into the Endowment account at the time of receipt, until ninety five percent (95%) of the available plots within the Sunset Cemetery are sold and the monies have been received and deposited in the Endowment Account.
- E. Interest earned on the Endowment Account may be used only; after 95% of the Plots within the Sunset Cemetery are sold, the payment has been received, and placed in the Endowment Account; for any and all expenses pertaining to repair and maintenance of only the Sunset Cemetery. Any interest earned and not used in the Fiscal year credited for repair and maintenance of the Sunset Cemetery shall be placed in the Endowment Account at the close of that Fiscal Year.
- F. After 95% of the plots in the Sunset Cemetery have been sold and the proceeds placed in the Endowment Account; the City Council shall adopt an annual operating budget for the Sunset Cemetery to be funded from the interest earnings of the Endowment Account and any other monies from any other legal sources.

3-20-5 Reserved

3-20-6 Establishment of amounts to be charged per plot sold.

- A. The City Council shall review the estimated expenses, incomes, reserves, City Contributions, and Fund Balance annually in April for the Fiscal year to begin the next July 1.
- B. The City Council shall set such fees, by Resolution, that shall produce the estimated revenues so that the combination of Fund balance, revenues, interest, General Fund contributions, and any other deposits to the Endowment Account shall produce an aggregate estimated amount of not less than five million dollars (\$5,000,000) at the time 95% of the plots are sold within Sunset Cemetery.
- C. The City Council shall not waive any fees established under this Chapter. The Council may pay such fees from any other legal source or may accept payment of the fees from any other legal source in lieu of receiving them directly from the purchaser of the plot.
- D. The City Council shall increase the fees charged by at least a Cost of Living (COL) each year.
- E. The City Council shall make an annual General Fund contribution to the Endowment Account each Fiscal year in an amount necessary to ensure the Endowment Account reaches the amount of \$5,000,000 by the time 95% of the plots in the Sunset Cemetery are sold.

- F.** If the amount estimated to be accrued in the Endowment Account appears that it will exceed \$5,000,000 by the time 95% of the plots are sold, the City Council may reduce the General Fund contribution to the Endowment Account.
- G.** Other accounts as may be appropriate may be established in the Cemetery maintenance Fund to properly record activities.
- H.** The City Manager, or such other official as named by the City Council by Resolution, shall be charged with preparing such reports and projections the City Council may need to analysis the amounts in and estimated to be in the Endowment Account. This official shall present the analysis to the City Council each year, with a recommendation on the fees to be charged and the General Fund contribution for the next Fiscal Year.

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: _____

Tab Number: _____

Date: 3-04-2013 _____

Date Submitted: 1-31-13 Date Requested: 03-04-13

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

Subject: Discussion/direction on establishing a Cemetery Maintenance Fund (Perpetual Care Fund) for Sunset Cemetery.
--

TO: MAYOR AND COUNCIL

FROM: City Manager

DISCUSSION: Currently the City owns and operates two cemeteries: Sunset Cemetery, which is active, and the Historical Cemetery which is not active. The operation and maintenance of the cemeteries is paid from the City General Fund. Cemetery Operations are included in the General Fund i.e. are a “Governmental Operation” not an “Enterprise Operation”.

The fee structure is set by the City Council.

Current fee structure does not generate sufficient funds to pay for the cost of operation of the Sunset Cemetery. (Currently budgeted operations are \$112,000/yr and income is approximately \$18,000/yr). The Cemetery fee structure also does not generate the cost for expansion of the existing developed area.

The City sells two (2) types of plots in the Cemetery; one for “Desert Area” and one for “Grass area” (maintained area - both areas receive maintenance but at different levels).

Most private cemeteries are required to have a Perpetual Care fund established. The purpose for this fund is so that once all plots in the cemetery are sold and there is no income from sales there will be a Trust Fund which will generate interest income sufficient to pay for the maintenance of the Cemetery forever. The City is not required to have such a Fund, but is permitted to have such a fund; and if such a fund is established, then there are laws on how the “Cemetery Maintenance Fund” (ARS 9-453) shall be operated.

The rationale for establishing such a Fund would be to relieve the burden on future taxpayers of the cost of maintenance on the cemetery when it is full. Since the families are “buying the plots” they should be also buying the perpetual maintenance on the plots.

There are two (2) types of plots so presumably the cost of the perpetual care would be different for each type of plot.

The rationale for not establishing the Fund would be to reduce the cost to the families of providing for burial of the deceased at this time.

RECOMMENDATION: If the Council feels the establishment of a Cemetery Maintenance Fund would be appropriate then the staff can prepare the necessary Ordinances to put such a Fund into existence and initiate the collection of revenue and maintenance of the Fund.

FISCAL IMPACT: Based upon the plots remaining available, the maintenance of only the Sunset Cemetery, assuming the current rate of sales, that the cost to maintain a "Desert Area" is 1/3 the cost to maintain a "Grassed Area", the Fund will earn an average return of 3% on the Fund balance, and the cost to maintain the Sunset Cemetery is currently estimated at \$56,000/yr. and in the future would be \$145,687, therefore the Cemetery Maintenance fund would need to have approximately \$4,856,243 in it to generate \$145,687 per year. The suggested cost for Desert Plot would be \$425 (\$400 current plus \$25) and Grass Plot \$675 (\$600 current plus \$75). The actual performance of the Fund and assumptions stated above would need to be reviewed periodically to assure the Fund would actually meet its goal of accumulating sufficient principal to provide maintenance upon the filling of the Sunset Cemetery.

Prepared by: Pat McCourt

Approved by: _____
City Manager

Cemetery Perpetual Fund Projections
Date of this Sheet 2-25-13

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
0	\$9,000	\$18,420	\$28,277	\$38,589	\$49,374	\$60,652	\$72,442	\$84,764	\$97,641	\$111,094	\$125,147	\$139,822	\$155,146	\$171,143	\$187,840
Income (new)	\$5,150	\$5,305	\$5,464	\$5,628	\$5,796	\$5,970	\$6,149	\$6,334	\$6,524	\$6,720	\$6,921	\$7,129	\$7,343	\$7,563	\$7,790
Contributions	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
Interest	\$0	\$270	\$553	\$848	\$1,158	\$1,481	\$1,820	\$2,173	\$2,543	\$2,929	\$3,333	\$3,754	\$4,195	\$4,654	\$5,134
Ending FB	\$9,000	\$18,420	\$28,277	\$38,589	\$49,374	\$60,652	\$72,442	\$84,764	\$97,641	\$111,094	\$125,147	\$139,822	\$155,146	\$171,143	\$187,840
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
0	\$205,265	\$223,446	\$242,414	\$262,199	\$282,832	\$304,085	\$326,238	\$349,326	\$373,387	\$398,456	\$424,574	\$451,780	\$480,116	\$509,626	\$540,355
Income (new)	\$8,024	\$8,264	\$8,512	\$8,768	\$9,031	\$9,301	\$9,581	\$9,868	\$10,164	\$10,469	\$10,783	\$11,106	\$11,440	\$11,783	\$12,136
Contributions	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
Interest	\$6,158	\$6,703	\$7,272	\$7,866	\$8,485	\$9,123	\$9,787	\$10,480	\$11,202	\$11,954	\$12,737	\$13,553	\$14,403	\$15,289	\$16,211
Ending FB	\$223,446	\$242,414	\$262,199	\$282,832	\$304,085	\$326,238	\$349,326	\$373,387	\$398,456	\$424,574	\$451,780	\$480,116	\$509,626	\$540,355	\$572,348
41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56
0	\$925,786	\$972,934	\$1,021,957	\$1,072,926	\$1,125,913	\$1,180,994	\$1,238,246	\$1,297,751	\$1,359,591	\$1,424,774	\$1,492,406	\$1,561,591	\$1,632,338	\$1,703,756	\$1,775,856
Income (new)	\$15,374	\$15,835	\$16,310	\$16,799	\$17,303	\$17,823	\$18,357	\$18,908	\$19,475	\$20,059	\$20,659	\$21,275	\$21,906	\$22,552	\$23,214
Contributions	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
Interest	\$27,774	\$29,188	\$30,659	\$32,188	\$33,777	\$35,430	\$37,147	\$38,933	\$40,787	\$42,719	\$44,719	\$46,784	\$48,914	\$51,106	\$53,362
Ending FB	\$972,934	\$1,021,957	\$1,072,926	\$1,125,913	\$1,180,994	\$1,238,246	\$1,297,751	\$1,359,591	\$1,424,774	\$1,492,406	\$1,561,591	\$1,632,338	\$1,703,756	\$1,775,856	\$1,848,518
49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64
0	\$1,359,591	\$1,423,854	\$1,490,629	\$1,560,009	\$1,632,091	\$1,706,973	\$1,784,759	\$1,865,557	\$1,949,475	\$2,036,630	\$2,127,140	\$2,221,127	\$2,318,719	\$2,420,048	\$2,512,484
Income (new)	\$19,475	\$20,059	\$20,661	\$21,281	\$21,920	\$22,577	\$23,254	\$23,952	\$24,671	\$25,411	\$26,173	\$26,958	\$27,767	\$28,600	\$29,479
Contributions	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
Interest	\$40,788	\$42,716	\$44,719	\$46,800	\$48,963	\$51,209	\$53,543	\$55,967	\$58,484	\$61,099	\$63,814	\$66,634	\$69,562	\$72,601	\$75,750
Ending FB	\$1,423,854	\$1,490,629	\$1,560,009	\$1,632,091	\$1,706,973	\$1,784,759	\$1,865,557	\$1,949,475	\$2,036,630	\$2,127,140	\$2,221,127	\$2,318,719	\$2,420,048	\$2,512,484	\$2,608,169
65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80
0	\$2,707,214	\$2,809,734	\$2,915,848	\$3,025,681	\$3,139,359	\$3,257,015	\$3,378,785	\$3,504,810	\$3,635,235	\$3,770,212	\$3,909,896	\$4,054,447	\$4,204,032	\$4,358,824	\$4,518,999
Income (new)	\$17,303	\$17,823	\$18,357	\$18,908	\$19,475	\$20,059	\$20,661	\$21,281	\$21,920	\$22,577	\$23,254	\$23,952	\$24,671	\$25,411	\$26,173
Contributions	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
Interest	\$81,216	\$84,292	\$87,475	\$90,770	\$94,181	\$97,710	\$101,364	\$105,144	\$109,057	\$113,106	\$117,297	\$121,633	\$126,121	\$130,765	\$135,570
Ending FB	\$2,809,734	\$2,915,848	\$3,025,681	\$3,139,359	\$3,257,015	\$3,378,785	\$3,504,810	\$3,635,235	\$3,770,212	\$3,909,896	\$4,054,447	\$4,204,032	\$4,358,824	\$4,518,999	\$4,684,742

Assumes 80 years to fill the Cemetery. Assumes average 50 plots per year are sold - 25 Maintained & 25 Desert. City is currently selling at a lower rate than this.
 Assumes that the current yearly operating cost (for maintenance only) would be approximately \$57,000. Assumes Operating cost in the future (80 years) would be \$145,687
 Assumes an average of 3% is earned on the Opening Fund Balance (OFB) each year.
 Assumes Contributions from other sources (Probably City General Fund) each year. This is likely to be where the adjustment would be made every few years to keep on target.
 Assumes Fee for Perpetual care is \$75 for maintained and \$25 for Desert: 3% increase each year built into projections. Currently \$600 - Maintained & \$400 - Desert.
 Assumes there are 4000 total plots available in Sunset Cemetery, at 50 sales per year, this would mean 80 years before filled.

CITY OF WILLCOX
Request for Council Action

Agenda Item: 12
Tab Number: 6
Date: 3/18/2013

Date Submitted:

March 12, 2013

Action:

- Resolution
 Ordinance
 Formal
 Other

Subject:

Fire Department
Fund Raiser

To: Honorable Mayor and City Council
From: Ruth Graham, Director of Finance

Discussion:

The City of Willcox Volunteer Fire fighters are requesting permission to run a fund-raising raffle for the benefit of the fire department.

The 'turnout' protective wear used by the firefighters has a limited effective lifetime per OSHA standards. Many sets of protective wear used by the Willcox firefighters are at or near their expiration dates. Each set of turnouts has a replacement cost of over \$2,000.

The Volunteer Firefighters are hoping to run a raffle to raise funds to purchase replacement turnout sets and other safety equipment. The proposed raffle ("Dress a Firefighter") may allow the City to raise as much as \$40,000 through ticket sales during a 5-month period. The monies raised will be collected by the City and allocated to raffle revenue account in Fund 17, Special Revenue Funds. The funds will then be available for use by the fire department.

The hope is that the prize will be of interest to many outside the Willcox area and the aim is to target firefighters, law enforcement personnel and military personnel within 100 miles using flyers, webpages and on-line purchasing capabilities.

The "prize" was initially expected to be purchased from ticket sales. When the owners of Inde Motorsports were approached for their approval they generously donated the First prize and more.

Attached is a rough draft of the proposed flyer that will also be a webpage with PayPal links for ticket purchases. The raffle will also be advertised on the City website.

Potential benefits:

- money for new turnouts
- positively promote Willcox
- morale booster for current volunteer firefighters
- create interest in volunteering as firefighter

Recommendation:

Approve Resolution No. 2013-____ authorizing the City of Willcox Volunteer Fire Department to run a raffle to raise funds to purchase replacement turnout sets and other safety equipment for the fire department.

Fiscal Impact:

Benefit - theoretically up to \$40,000.

Liability - no expected cost to City.

A sponsor has committed to covering up to \$1,000 of incidental costs should there be insufficient ticket sales to cover out-of-pocket expenses for items such as printing of raffle tickets, posters etc.

Additional Benefit:

Increased traffic to the City website and positive exposure for the City.

Prepared By:



Ruth Graham, Finance Director

Approved by:



Pat McCourt, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2013-15

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING A FUND RAISER TO BE SPONSORED BY THE CITY OF WILLCOX FOR THE BENEFIT OF THE CITY OF WILLCOX VOLUNTEER FIRE DEPARTMENT FOR THE PURPOSE OF REPLACING TURNOUTS AND OTHER SAFETY EQUIPMENT OWNED BY THE CITY OF WILLCOX; DIRECTING AUTHORIZED CITY OFFICERS AND CITY STAFF TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION; AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION.

WHEREAS, the CITY being organized pursuant to Arizona Revised Statutes, Title 9, Section §9-101, as a political subdivision of the State of Arizona, is authorized with the authority to exercise governmental powers for the benefit of the local public and as such is classified as a charitable organization exempt from federal income tax; and,

WHEREAS, the CITY pursuant to Arizona Revised Statutes, Title 9, Section §9-240, is authorized with establishing and regulating a fire department for the protection of the citizens of the City of Willcox; and,

WHEREAS, the CITY, for the benefit of the Volunteer Fire Department, desires to conduct a fund raiser for the purpose of purchasing replacement turnout and other safety equipment that will be owned by the CITY; and,

WHEREAS, said fund raiser shall be conducted in accordance with Arizona Revised Statutes, Title 44, Section §44-6551, et. seq., and as such the CITY is exempt from registration with the Secretary of State pursuant to §44-6553; and,

WHEREAS, all funds raised will be collected by the CITY and allocated to the raffle revenue account in FUND 17, Special Revenue Funds, and will be ear marked and available for the use only by the CITY Volunteer Fire Department; and,

WHEREAS, the Mayor and City Council have determined that formal action on this Resolution is in the best interest of the CITY and its citizens and the Mayor and Council desire to have this item presented on March 18, 2013, at the Regular Council Meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, as follows:

Section 1. The Mayor and City Council hereby find and determine that it will be beneficial to the citizens of the City of Willcox to conduct a raffle for the benefit of the Volunteer Fire Department, the purpose of purchasing replacement turnouts and other safety equipment that will be owned by the CITY; and,

Section 2. Mayor and Council direct that all funds collected by the CITY will be allocated to the raffle revenue account in FUND 17, Special Revenue Funds, and will be earmarked and available for the use only by the CITY Volunteer Fire Department; and,

Section 3. The Mayor is authorized and directed to execute this Resolution and City staff are hereby authorized and directed to take all actions necessary or reasonably required to carry out the intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 18th day of March, 2013.

APPROVED/EXECUTED:

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2013-15

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item 13
Tab Number 7
Date: 03-18-2013

Date Submitted:
March 6, 2013
Date Requested:
March 18, 2013

Resolution
 Ordinance
 Formal
 Other

Subject: Lease of City
Billboard Lots

TO: MAYOR AND COUNCIL

FROM: Jeff Stoddard, Supervisor of Development Services

DISCUSSION/DECISION/DIRECTION;

Subject: Request for Proposal (RFP) and Long Term Lease Agreements on Willcox Billboard Permit Areas:

The City of Willcox has four (4) billboard permits located along westbound I-10 (see attachment A RFP (pages 9, 10 and 11)). This Lease agreement (attachment B) is for Companies/Businesses to lease these areas and to build a billboard to suit for their purpose/use. The Lease agreement will be a long term agreement (ten years with an option of five additional years), when agreement has concluded its term the billboard will then become the property of the City. The Development Services Department is asking Council to approve this standard RFP and Lease agreement for the Willcox Billboard Permit areas.

RECOMMENDATION: It is the recommendation of this department to approve this standard Request for Proposal (RFP) and Willcox Billboard Lease Contract.

FISCAL IMPACT: The Billboard Lease Agreement would add to the General Fund per billboard: a minimum of \$2,400.00 per year for the first five years, two hundred (\$200.00) dollars a month. \$3,000.00 per year for the second five years, two hundred and fifty (\$250.00) dollars a month. Renewal see paragraph 4 of Lease agreement.

For one (1) ten (10) year billboard lease agreement, this would bring a minimum of twenty-seven thousand (\$27,000.00) dollars to the General Fund.

Submitted by:

Approved by:

Jeff Stoddard, Supervisor, Development Services



Pat McCourt, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2013-14

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, ARIZONA, APPROVING THE REQUEST FOR PROPOSALS FOR THE CITY OF WILLCOX BILLBOARD PERMIT AREAS; DIRECTING AUTHORIZED CITY OFFICERS, AGENTS AND CITY STAFF TO RECEIVE PROPOSALS AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION.

WHEREAS, the CITY is empowered pursuant to Arizona Revised Statutes, Title 9, Section §9-240(A), to have control of the finances and the property of the corporation and further, authorized pursuant to Section §9-241, to lease real property of the CITY to carry out the purposes of the corporation; and,

WHEREAS, the CITY presently has four (4) Billboard locations along westbound Interstate 10 that have been permitted by the State of Arizona and CITY wishes to make such locations available for the construction and lease of Billboards for advertising; and,

WHEREAS, CITY wishes to advertise the proposed Request for Proposals, which is attached hereto as Exhibit "A" and receive proposals for the construction and lease of Billboards on the four (4) CITY locations; and,

WHEREAS, the Mayor and City Council have determined that formal action on this Resolution is in the best interest of the CITY and its citizens and the Mayor and Council desire to have this item presented on March 18, 2013, at the Regular Council Meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, as follows:

Section 1. The Mayor and City Council hereby find and determine that it will be beneficial to the citizens of the City of Willcox to make available for construction and lease, the four (4) Billboard locations permitted by the State of Arizona on westbound Interstate 10; and,

Section 2. The Mayor and City Council hereby approve the Request for Proposals, which is attached hereto as Exhibit "A" and direct City staff to advertise and receive proposals for the construction and lease of Billboards on the four (4) CITY locations; and,

Section 3. The Mayor and City staff are hereby authorized and directed to take all actions necessary or reasonably required to carry out the intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 18th day of March, 2013.

APPROVED/EXECUTED:

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2013-14

ATTACHMENT A

REQUEST FOR PROPOSAL (RFP)

For

Lease of Commercial Property owned by the City of Willcox

**Parcel 202-72-006
Billboard Area A
AZ Permit No. #05746**

March 18, 2013

**RFP FORM
CITY OF WILLCOX
CITY HALL
101 SOUTH RAILROAD AVE. SUITE B
WILLCOX, AZ**

RFP For:	Lease of City of Willcox Billboard Areas
	<p>Location: AZ_Permit #05746 Billboard Area A, located on Parcel # 202-72-006 which is located on west bound side of I-10 Northeast of Exit 340 , see maps (pages 10 and 11) and area descriptions (page 9).</p> <p>Billboard Area Size: 60ft x 60ft</p> <p>Permit: AZ Billboard Permit #05746</p> <p>Utilities: Electricity Approx. 1300 ft. nearest</p>

The undersigned, having fully informed themselves regarding the accuracy of the statements made herein certified that:

(1) The proposal has been arrived at by the proponent independently and has been submitted without collusion with, and without any agreement understanding, or planned common course of action with, any other proponent for the Lease of the property described in the Request for Proposals, designed to limit independent competition.

PROPERTY LOCATION	MINIMUM AMOUNT	RFP AMOUNT	Legal Name of Proponent
Location: AZ Permit #05746 Billboard Area A, located on Parcel # 202-72-006 which is located on west bound side of I-10, see maps (pages 10 and 11) and area descriptions (page 9). Lot Size: 60ft x 60ft Permit: AZ Billboard Permit #05746 Utilities: Electricity Approx. 1300 ft. nearest	\$200.00 per month/\$2,400.00 <u>See Billboard Lease Agreement Section 3. Rental (page 2)</u>		
TOTAL RFP		\$ _____	<u>Telephone Number</u>
TOTAL RFP IN WORDS:			

Signature of Authorized Representative: _____

SHALL BE SUBMITTED WITH RFP

STANDARD TERMS AND CONDITIONS

RFP SUBMISSION INSTRUCTIONS:

Proposals are to be submitted in a sealed envelope. The sealed envelope must have the proponent's name and address in the upper left-hand corner and the words "RFP DOCUMENT for: **Lease of City of Willcox Billboard Areas**. In lower left corner City Clerk will stamp date received.

RFP documents will be received no later than 3:00pm Arizona time, April 26, 2013 . All proposals received will be presented to City Council at the 1st meeting of the following Month. If the RFP is accepted/rejected the proponent will be notified within two (2) weeks of Council decision.

RFP must be completed, submitted and signed in the full legal name of proponent, and must be fully and properly executed by an authorized person.

RFP received after the time and date specified shall not be considered and shall be returned unopened.

Amendments to or withdrawal of RFP received later than the time and date set for the RFP opening will not be considered.

Proponents or their representatives may be present at the RFP opening.

CONDITIONS OF LEASE:

1. Lessee shall execute a Lease Agreement.
2. The minimum acceptable all cash proposal for Billboard Permit Area A located on parcel 202-72-006, Permit #05746 is a minimum of Two Hundred Dollars (\$200.00) per month or twenty-four hundred dollars (\$2,400.00) a year, See Billboard Lease Agreement Section 3. Rental (page 2). With the submittal of Lessee RFP, a RFP Surety deposit of ten percent (10%) is required. Balance to be paid: Balance paid in full at signing of lease.
3. The RFP Surety deposit for each lease will be applied to the lease price for that Billboard Area. If, after the acceptance of RFP for the lease by the City Council, the City refuses or is unable to consummate the lease, the deposit will be refunded to the Lessee. If, after the acceptance of RFP for the lease by the City Council, the Lessee refuses or is unable to consummate the lease, the City will retain the initial deposit. The Lessee acknowledges that the initial deposit shall constitute the liquidated damages to the City in the event of default by the Lessee.
4. The City Council reserves the right to reject any and all proposals.
5. The initial signing period shall be for a maximum period of ninety (90) days and shall be deemed to have commenced the next business day following the date of City Council approval and acceptance of RFP of the land lease and may be extended for three (3) consecutive thirty (30) day periods by mutual agreement. For each thirty (30) day extension, the Lessee shall pay to the City an amount equal to 1% of the original Lease price. Funds received by the City for extensions of time will be applied to the lease price. Further, funds received for extensions of time are not refundable should the Lessee allow the signing time to expire or the lessee cause the cancellation of the RFP. Funds received for extensions of time will be refunded should the City cause the cancellation of the Lease Agreement. In the event of cancellation or the expiration of the original term of the lease or any extension thereof, the lease shall terminate without further action.
6. The Lease of City-owned property does not constitute an endorsement or approval of any development plans. The Lessee understands the Property will be subject to requirements for development per the City of Willcox Municipal Code.
7. The Lessee acknowledges that the City, its employees, agents and representatives have made no representations or warranties, written or oral, express or implied, with respect to the Property. The Lessee is relying upon his own expertise and upon his own investigation of the Property with respect to its suitability for Lessee's intended use. The Lessee shall acquire the Property AS IS and WITH ALL FAULTS.

LIQUIDATED DAMAGES:

The successful proponent, upon their failure or refusal to close when requested, shall forfeit to the City, as liquidated damages for such failure or refusal, an amount equal to the surety deposited with their RFP. Such forfeiture shall not be considered a penalty, but as liquidated damages to compensate the City for the loss or deprivation of the Lease.

AWARD:

The Mayor & Council reserves the right to make an award on the RFP which, by the Council's judgment best meets the specifications and is deemed to be in the best interest of the City of Willcox.

The Mayor & Council further reserves the right to reject any or all Proposals, in whole or in part, to award any part or parts, or total bid, and to waive informality or technical defects, if, in their judgment, the best interests of the City of Willcox will so be served.

No award will be made to any corporation, firm or individual who is in arrears to the City by debt or contract, or who is in default as security or otherwise by any obligation to the City of Willcox, Arizona.

ADDITIONAL INFORMATION:

For additional information contact:

Jeff Stoddard
Development Services Department
300 W. Rex Allen Drive, Willcox, AZ 85643
Telephone: (520) 766-4224
Fax: (520) 384-2705

INSTRUCTIONS TO PROPONENTS

READ ALL DOCUMENTS

Receipt and Opening of RFP:

The City of Willcox, Arizona, (herein called the "City"), invites proposals on the forms attached hereto, all blanks of which shall be appropriately filled in. Separate, sealed proposals will be received by the City Clerk, or authorized Representative, City Hall, 101 S. Railroad Ave, Suite B, Willcox, Arizona 85643 until the time and date stated in the Request for Proposals. Proposals shall then be publicly opened and read aloud.

All proposals shall be submitted in sealed envelopes clearly labeled with the proponent's name, address, and the words "RFP Document" must appear on the envelope with the time and date to be opened. If mailed, the sealed, envelope containing the RFP, marked as described above, shall be enclosed in another envelope properly addressed for mailing. No responsibility will be attached to any City Representative or employee for the premature opening of a RFP not properly addressed and identified.

Preparation of the Proposal:

Each proposal shall be submitted on the RFP form attached hereto. Proposals shall be signed by the proponent and all blank spaces shall be filled in, in ink or typewritten, both in words and figures. No change shall be made in the phraseology of the RFP or in the items mentioned therein. All proposals shall be prepared in conformity with and shall be based upon and submitted subject to all requirements of the specifications together with all addendum (or addenda) thereof.

Method of RFP:

The City may make such investigations as it deems necessary to determine the ability of the proponent to perform the service, and the proponent shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any RFP if the evidence submitted by, or investigation of such proponent fails to satisfy the City that such proponent is properly qualified to carry out the obligations. Conditional proposals will not be accepted.

Addenda and Interpretations:

No interpretation of the meaning of the specifications or other Contract Documents will be made to any proponent orally. Every request for such interpretation should be in writing, addressed to:

Jeff Stoddard,
Development Services
City of Willcox
300 W. Rex Allen Drive
Willcox, Arizona 85643

And, to be given consideration, interpretation requests must be received at least five (5) working days prior to the date fixed for the opening of proposals. Any and all such interpretations and any supplementary instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by Certified Mail to all prospective proponents at the respective address furnished for such purpose, not later than three (3) working days prior to the date fixed for the opening of proposals. Failure of any proponent to receive such addenda or interpretation shall not relieve any proponent from any obligations under his/her RFP as submitted.

Withdrawal of RFP:

Proposals may be withdrawn personally or on written or fax or telegraphic request dispatched by the proponent in time for delivery in the normal course of business prior to the time fixed for opening, provided that written confirmation is placed in the mail and postmarked prior to the time set for RFP opening. Negligence on the part of the proponent in preparing the RFP confers no right of withdrawal or modification of the RFP after such bid has been opened. The fax number is (520)384-2590, Attention: City Clerk.

Special Considerations:

The City reserves the right to reject any or all proposals and may waive any informality. The City reserves the right to correct any award erroneously made as a result of a clerical error. Corrections: Erasures or other changes in the RFP shall be explained or noted over the signature of the proponent.

Obligation of Proponent:

(a) At the time of the opening of Proposals, each proponent will be presumed to have read and to be thoroughly familiar with the specifications and other Contract Documents (including all addendum or addenda). The failure or omission of any proponent to receive or examine any form, instrument or document which has been sent to the address given by such proponent, or the failure of the proponent to familiarize themselves with the conditions relating to the specifications shall in no way relieve any proponent from any obligation in respect to the RFP.

(b) The proponent is responsible for submitting a RFP that will conform to all existing Federal, State of Arizona, statutes and regulations as well as City of Willcox ordinances and resolutions. Right to Reject Bid: The City of Willcox reserves the right to reject any and all proposals or quotations, to waive any discrepancies in the proposals, quotations, or specifications, when deemed to be in the best interest of the City and also to award any part, all or none of the service(s) specified.

Non-Collusive Proposal Statement:

All proponents shall be required to provide a signed non-collusive statement with all the public proposals as follows:

The RFP has been arrived at by the proponent independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other proponent for the Lease of the property described in the Request for Proposals, designed to limit independent bidding or competition.

No Representations Made:

The City of Willcox makes no representations as to the condition, value or marketability of the real property described in the Request for Proposals. The City of Willcox makes no representations as to the said real property's compliance with Federal, State or Local laws or regulations. The property is conveyed "AS IS" with no representations made as to their validity.

Attachment B

City of Willcox

BILLBOARD LEASE

LEASE # _____

This Agreement is made this ____ day of _____, 2013, by and between, the City of Willcox, an Arizona municipal corporation, hereinafter called "LESSOR" and _____, hereinafter called "LESSEE".

DEFINITIONS:

"Line of Sight" shall be defined by an imaginary triangular shaped plane. The starting point of the plane is the lowest and the most distant corner of the face of the billboard. Extend a line the shortest distance to the Right of Way (ROW) of I-10 with the altitude of the line ending at the surface of the pavement of the closest travel lane, this end point will constitute the second point of the triangle. Starting at the second point follow the ROW for 1,000 feet away from the face of the billboard maintaining the elevation of the driving surface of I-10, this end point is the third point of the triangle. From the third point extend a line to the stating point; the resulting triangular shaped plane is the lowest level of the LOS. If the LOS plane extends beyond the City owned Land, the LOS outside of City land is excluded from the LOS as described herein. The Tenant may maintain the area above the LOS and one (1) foot below the LOS free from obstructions.

"Premises" shall be defined as an area of land and its structure.

"Real Property" shall be defined as any property that is attached directly to land, as well as the land itself. Real property not only includes buildings and other structures, but also rights and interests. Real property can be either rental or residential.

TERMS:

1. **PREMISES.** LESSOR does hereby lease to LESSEE space for outdoor advertising purposes a portion of the real property located on Tax Parcel No. 202-72-006, Willcox, Arizona, otherwise known as Billboard _____ site, AZ Permit No. _____, a location mutually agreeable to the parties, such designated area hereinafter being called the "Premises".

2. **TERM.** The term of this Lease shall be ten (10) years beginning on the ____ day of _____, 2013, and end on the ____ day of _____, 2013, subject to the conditions of Paragraph 3 hereof.

3. **RENTAL.** LESSEE shall pay to the LESSOR rental amounts that shall be determined under **one** the following formulas, **whichever shall produce the greatest rental amount to LESSOR:**

a. **Annual Base Rental Amount:** The base rental amount for Billboard site shall be \$ _____ per year, for the first five (5) years of the ten (10) year rental term. After the first five years of the rental term, the base rental amount shall increase fifty dollars (\$50.00) a month, being \$ _____ per year, for the remaining lease term of years six (6) through ten (10); or,

b. **Annual Subleasing Rental Amount:** In the event that the LESSEE shall sublease the Billboard site subject to the conditions of Paragraph 8, LESSEE'S annual rental payment shall be calculated upon a percentage of the revenue generated by LESSEE'S sublet of the Billboard site. To determining the rental amount due, LESSEE shall be required to provide to LESSOR an annual accounting of all revenues generated by the billboard and LESSEE shall owe to LESSOR a rental payment representing twenty percent (20%) of the annual revenues generated. For example, if one year of revenue generated by the Billboard site for LESSEE totaled seventy five thousand dollars (\$75,000.00), then LESSEE shall be required to pay the City of Willcox, fifteen thousand dollars (\$15,000.00), which would be calculated as twenty percent (20%) of seventy five thousand dollars which equals fifteen thousand dollars (\$15,000.00), as the Annual Subleasing Rental Amount.

4. **RENEWAL OPTION.** LESSEE shall have the right to renew this Lease for one (1) additional five (5) year term upon the same terms and conditions as contained herein, except for Rental Amount, which shall be negotiated and agreed upon by LESSOR and LESSEE no less than thirty (30) days prior to the expiration of the original ten (10) year lease term. Failure of the parties to agree on a mutually acceptable Rental Amount shall result in Lease termination.

5. **USE.** The Premises is leased for the sole purpose of construction, operations and maintenance of outdoor advertising display(s). LESSEE, subject to the conditions contained herein, shall have the sole and exclusive right to display advertising copy on the Premises unless otherwise specified in this Lease Agreement. The LESSEE shall have the right to erect, place and maintain advertising sign structures and equipment on the premises to and to post, paint, illuminate and maintain advertisements on such structures. The LESSEE will maintain area for line of sight (LOS). The LESSOR will designate an area for the LESSEE to access to the outdoor advertising structure. All personal property built upon said Premises by the LESSEE shall become part of the real property of LESSOR, and may not be removed by the LESSEE.

6. **CONSTRUCTION.** Construction of the outdoor advertising structures shall be comprised exclusively of approved materials lasting fifty (50) years. The LESSOR will define all utility easements for outdoor advertising structures. All construction shall be performed by LESSEE or LESSEE'S agents, at LESSEE'S sole cost and expense, in strict conformity with all applicable federal, state and local laws, rules and regulations.

7. **INSURANCE and INDEMNIFICATION.** 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 erection, servicing, maintenance, removal, replacement of the sign structure(s), equipment and other property placed on the Premises by LESSEE and all other occurrences arising out of LESSEE'S use of the Premises. Such insurance shall name LESSOR as an additional insured/loss

payee and shall be in an amount not less than \$ _____ and shall contain a provision that the policy shall not be terminated, amended or altered except upon thirty (30) days prior written notice to LESSOR. LESSEE shall provide proof of such insurance no less frequently than annually on the anniversary date of this Lease agreement.

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.

8. SUBLEASING. LESSEE shall have the right to sublease the Premises under the terms and conditions contained herein subject to LESSOR'S prior written consent, such consent not to be unreasonably withheld. In the event of such subleasing, LESSEE shall remain fully liable for all obligations under this Lease Agreement, such subleasing having no effect on LESSEE'S obligations hereunder.

9. TERMINATION. LESSEE shall have the right to cancel this Lease Agreement upon thirty (30) days prior written notice to LESSOR if any of the following occur:

a. LESSEE'S signs or structures on the Premises are or become entirely or substantially obscured or destroyed through no fault of LESSEE and LESSEE chooses not to repair said signs, LESSEE to make such determination within thirty (30) days after the event causing the destruction or obscuration. Failure to make such determination shall be deemed a waiver by LESSEE of such right to cancel. In the event a determination has been made to cancel this contract after thirty (30) days it will be the LESSEE'S sole responsibility to remove the sign or structures which have been damaged or obscured on the Premises;

b. The Premises are or become unsafe for maintenance of LESSEE'S signs or structures, through no fault, act or omission of LESSEE;

c. A permanent diversion of change of traffic occurs along the street or streets adjacent to, or leading past the Premises; or,

d. LESSEE is prevented by a present or future law, regulation or ordinance from constructing or maintaining such signs on the Premises.

10. CONDITIONS PRECEDENT TO LEASE'S EFFECTIVENESS. This Lease Agreement shall become effective and rental due hereunder only upon LESSEE'S signing of this contract. LESSEE shall obtain all necessary permits for the erection or maintenance of such signs as LESSEE may desire to construct or maintain on the Premises; provided however, if such permits are not obtained within sixty (60) days following the commencement of this Lease, LESSOR shall have the unconditional

right to terminate this Lease Agreement upon notice to LESSEE. Once such permits have been obtained, if they should subsequently be lost due to a failure of LESSEE or a desired change of use of the sign, structures or Premises by LESSEE, rental shall continue and shall not be abated.

11. LESSOR'S COVENANTS. LESSOR covenants to LESSEE that:

- a. It has the authority to make this Lease;
- b. It will not permit any other billboards to be erected on the Premises; or,
- c. It will not permit any shrubs, trees, vines, buildings, or other signs or billboards to be planted or erected on the Premises which would obstruct or materially impair the visibility of LESSEE'S structure(s).

12. LESSEE'S COVENANTS. LESSEE covenants to LESSOR that it will:

- a. Promptly pay rental as due pursuant under the terms of this Lease Agreement and abide by all of its terms and conditions;
- b. Keep all signs, structures, billboard, equipment and related property placed on the Premises by LESSEE in good repair;
- c. Use reasonableness in its cutting and trimming of trees, bushes, brush or other vegetation upon the Premises;
- d. Use its best efforts to promptly attempt to procure all permits necessary for construction and maintenance of advertising structures on the Premises, all at LESSEE'S sole cost and expense;
- e. Comply with all laws, regulations, ordinances and rules including but not limited to any and all environmental laws, rules and regulations, applicable to the construction, erection, maintenance, replacement and removal of signs, sign structures and equipment used or placed on the Premises;
- f. Not place in or on, nor bring in or on to the Premises, any hazardous substance, as such term is defined under state or federal law (whichever definition being more expansive).
- g. Not accept or place any advertising in or on any structure on the Premises for any entity or activity which competes with LESSOR or any affiliated entity of LESSOR.

13. LESSOR'S RIGHT TO LEASE STRUCTURE(S). LESSOR shall have the unconditional right, but not the obligation to lease the structure(s) which LESSEE is to place on the Premises on the same terms and conditions as any other licensee or tenant of LESSEE, however the rental for the use of such structure(s) shall be fixed at \$_____/month when and if LESSOR does rent such structure(s).

14. **MISCELLANEOUS.** The use of gender shall include all genders. The singular number shall include the plural, or the plural the singular, as the context may require. This Agreement shall be binding on the respective successors and to the extent assignable on the assigns or nominees of the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. This Agreement may be recorded in any public office or repository. In case any one or more of the provisions contained in this Agreement, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement constitutes the complete, final and exclusive agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties in connection with this subject matter. This Agreement and the terms and conditions herein may not be modified except by a writing and signed by all parties hereto. LESSOR may freely assign, hypothecate, transfer and convey any or all of its rights, privileges, duties and obligations hereunder. LESSEE shall not assign any of its rights, privileges, duties or obligations hereunder however; LESSEE may sublease the Premises provided it is in strict conformity with Paragraph 8 above. This Agreement may be executed in counterparts with each copy having the full force and effect as if it were one agreement as executed. This Agreement may be executed via facsimile with the same force and effect as if one agreement were executed concurrently by all parties in person.

15. **NOTICES.** Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to LESSOR or LESSEE, as the case may be, at the addresses set forth or, in the alternative, via hand delivery or any recognized overnight delivery service.

LESSOR:
City of Willcox
101 S. Railroad Avenue, Suite B
Willcox, Arizona 85643

LESSEE:

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be signed by their duty authorized representatives.

APPROVED: LESSEE

Date

By:

CITY OF WILLCOX
APPROVED: LESSOR

Date

ROBERT A. IRVIN, MAYOR

ATTEST:

APPROVED AS TO FORM:

VIRGINIA A. MEFFORD, City Clerk

ANN P. ROBERTS, City Attorney

Consent to Billboard Lease Given by Record Title Owner:

BY: _____

City of Willcox
Billboard Locations

Billboard A:

AZ Outdoor Advertising Permit # 05746

At present: Has 4'x 8' Billboard, may be replaced with larger billboard

Parcel: 202-72-006

Address: 1510 N. Circle I Rd. Willcox, AZ, 85643

Property Owner: City of Willcox

Must maintain 500 ft. from existing billboard on same property per AZ statutes.

Electricity: 1300 ft. to nearest

Billboard E:

AZ Outdoor Advertising Permit # 05754

At present: Has 4'x 8' Billboard, may be replaced with larger billboard

Parcel: 202-43-015B

Address: 801 N. Quail Dr. Willcox, AZ, 85643

Property Owner: City of Willcox

Must maintain 500 ft. from existing billboard on same property per AZ statutes.

Electricity: 180 ft. Southwest of Billboard 2 site

Billboard F:

AZ Outdoor Advertising Permit # 05755

At present: Has 4'x 8' Billboard, may be replaced with larger billboard

Parcel: 202-43-015B

Address: 801 N. Quail Dr. Willcox, AZ, 85643

Property Owner: City of Willcox

Must maintain 500 ft. from existing billboard on same property per AZ statutes.

Electricity: 320 ft. Northeast of Billboard 3 site

Billboard G:

AZ Outdoor Advertising Permit # 05753

At present: Has 4'x 8' Billboard, may be replaced with larger billboard

Parcel: 202-43-015B

Address: 801 N. Quail Dr. Willcox, AZ, 85643

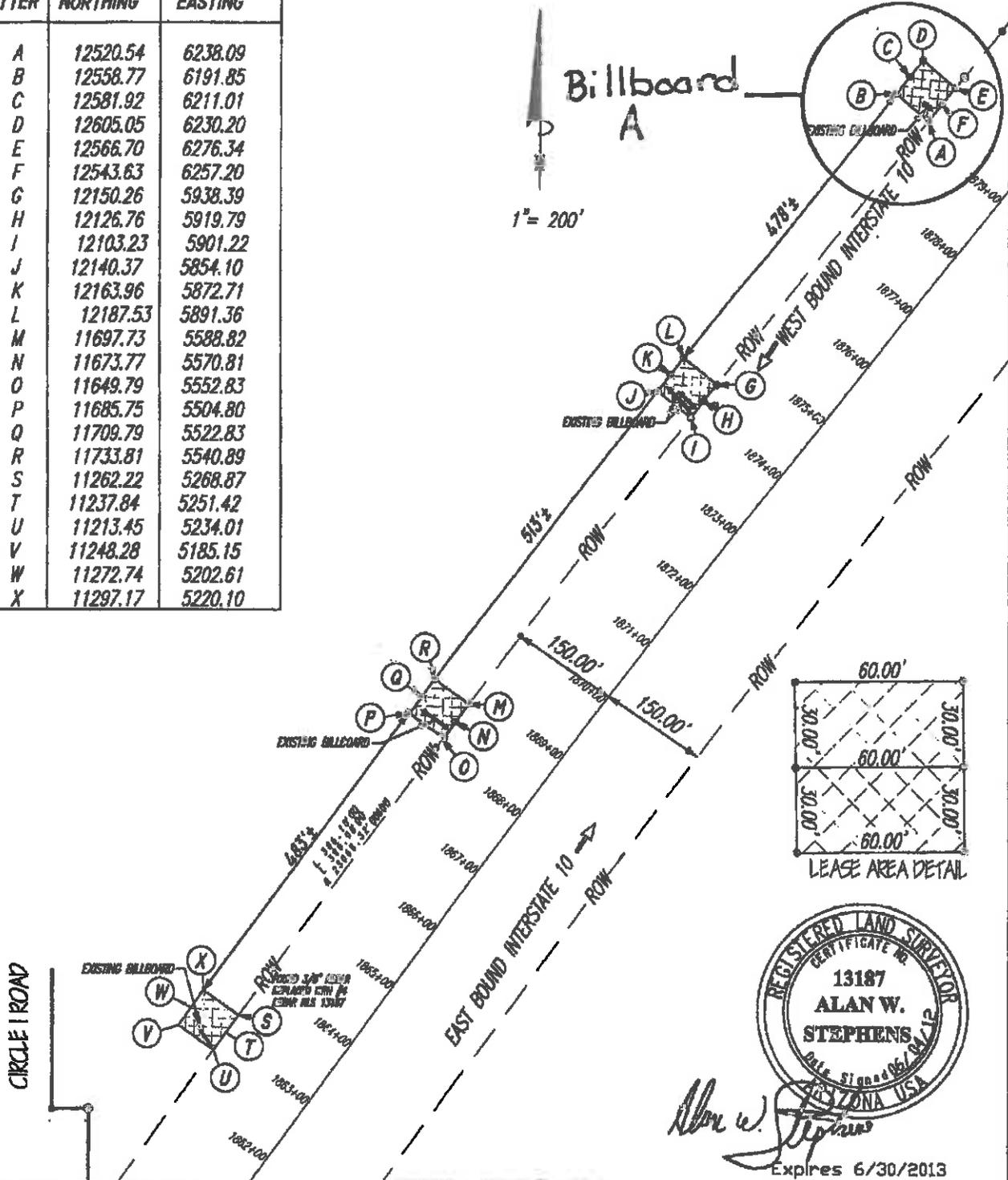
Property Owner: City of Willcox

Must maintain 500 ft. from existing billboard on same property per AZ statutes.

Electricity: 820 ft. Northeast of Billboard 4 site

COORDINATE TABLE

LETTER	NORTHING	EASTING
A	12520.54	6238.09
B	12558.77	6191.85
C	12581.92	6211.01
D	12605.05	6230.20
E	12566.70	6276.34
F	12543.63	6257.20
G	12150.26	5938.39
H	12126.76	5919.79
I	12103.23	5901.22
J	12140.37	5854.10
K	12163.96	5872.71
L	12187.53	5891.36
M	11697.73	5588.82
N	11673.77	5570.81
O	11649.79	5552.83
P	11685.75	5504.80
Q	11709.79	5522.83
R	11733.81	5540.89
S	11262.22	5268.87
T	11237.84	5251.42
U	11213.45	5234.01
V	11248.28	5185.15
W	11272.74	5202.61
X	11297.17	5220.10



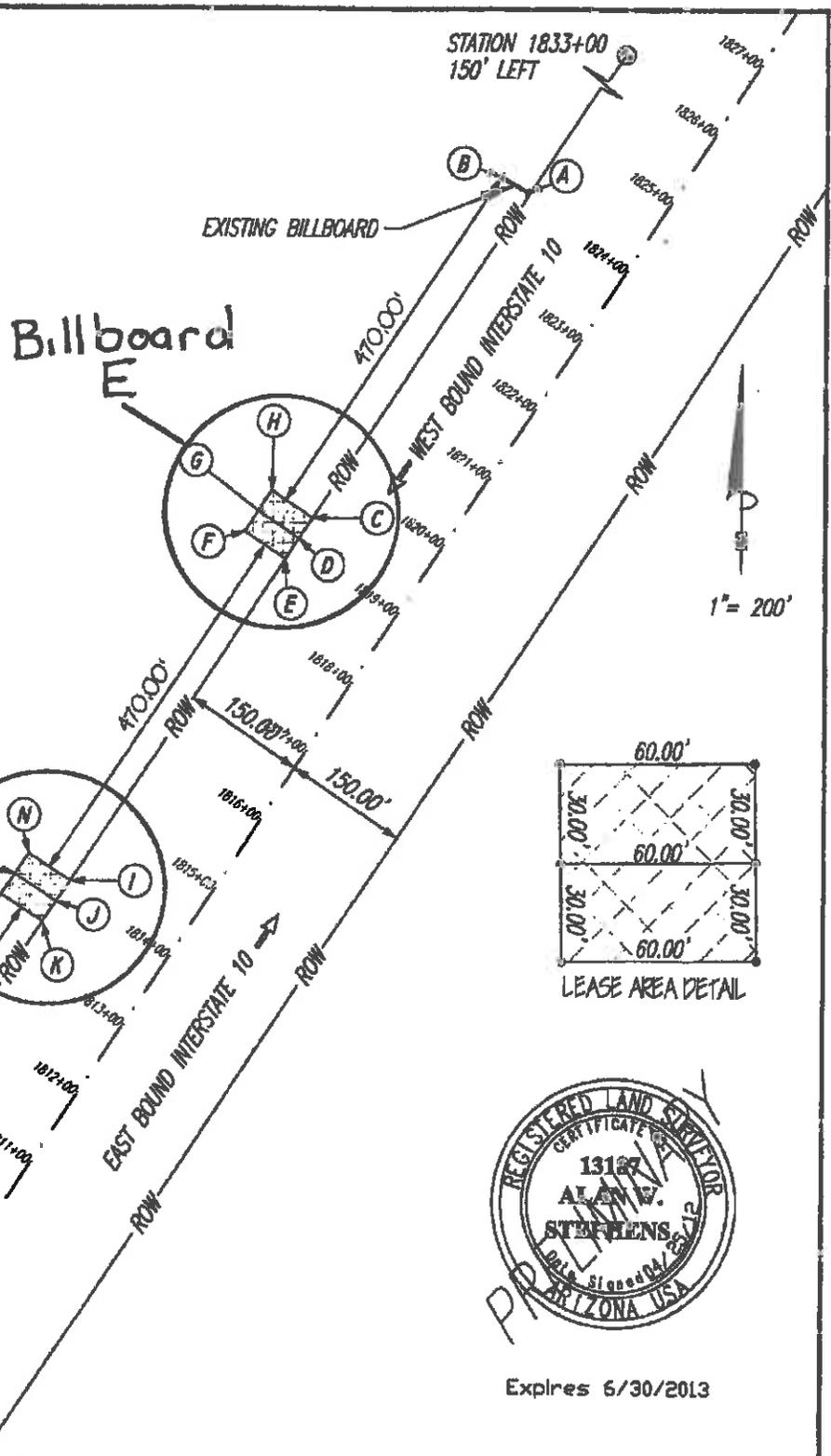
DRAWN BY: T.M.S.
 DATE: 6/4/12
 DWG. NO.: 12029T
 APPROVED BY: A.W.S.

LEASE EXHIBIT
 PROPOSED LEASE PARCELS ALONG THE WESTBOUND RIGHT OF WAY OF INTERSTATE 10 NORTH OF FORT GRANT INTERCHANGE.

SHT. NO.

COORDINATE TABLE

LETTER	NORTHING	EASTING
A	7988.69	3081.35
B	8006.90	3049.80
C	7593.22	2823.36
D	7568.20	2806.82
E	7543.17	2790.27
F	7576.26	2740.22
G	7601.28	2756.76
H	7626.31	2773.31
I	7151.09	2531.09
J	7126.06	2514.55
K	7101.04	2498.01
L	7134.13	2447.95
M	7159.15	2464.50
N	7184.18	2481.04
O	6708.96	2238.83
P	6683.93	2222.28
Q	6658.91	2205.74
R	6691.99	2155.69
S	6717.02	2172.23
T	6742.05	2188.77



DRAWN BY: T.M.S.
 DATE: 4/25/12
 DWG. NO.: 12029T
 APPROVED BY: A.W.S.

LEASE EXHIBIT
 PROPOSED LEASE PARCELS ALONG THE WESTBOUND RIGHT
 OF WAY OF INTERSTATE 10 SOUTH OF FORT GRANT
 INTERCHANGE.

SHT. NO.

CITY OF WILLCOX
Request for Council Action

Agenda Item: 14
Tab Number: 8
Date: 3/18/2013

Date Submitted:

March 12, 2013

Action:

- Resolution
 Ordinance
 Formal
 Other

Subject:

Arizona
OpenBooks
Program

To: Honorable Mayor and City Council
From: Ruth Graham, Director of Finance

Discussion:

The City of Willcox is required to participate in the Arizona OpenBooks Program, a part of the financial transparency project. The program is a financial reporting tool administered by the Arizona Department of Administration (ADOA) to allow government agencies to comply with current state statutes. On February 27, 2013, ADOA and the Arizona League of Cities and Towns (League) held a meeting to present the information to the cities and towns.

Pursuant to Arizona Revised Statutes Article 41, Section 725, a copy of which is attached for your information, on or before January 1, 2013, each local government shall establish and maintain an official internet website that is accessible to the public at no cost and that contains a comprehensive reporting of all revenues and expenditures over five thousand dollars of local monies. If a local government has a comprehensive annual financial report (CAFR) of a budget unit that has been presented with a certificate of achievement for excellence in financial reporting by the governmental finance officers association, the local government may post such a financial report to satisfy the requirements of this subsection. The data shall be updated no less frequently than every three months and may be updated as new data becomes available. The data shall be retained and accessible online for at least three fiscal years. ADOA will provide and maintain the website; the City will be responsible for uploading information to the site. The first reporting period is for the third quarter of FY13 (Jan-Mar 2013). Reports are due by the end of the month following the close of each quarter (i.e. April 30th for the quarter ended March 31).

When this legislation was proposed in 2011, the City was not preparing an annual CAFR. When we looked into taking on the expense involved with a CAFR we were advised that it was not the best alternative as it would not satisfy the ongoing requirements of the new law. According to the current information we received from the ADOA and the League that information was correct and a CAFR would have been a temporary fix. Participation in the Arizona OpenBooks reporting program will be the best alternative.

Caselle, our software provider, provides a report that we can use to upload the information to the OpenBooks site. There will be an ongoing fee of \$15.00 per month for the service.

The OpenBooks Program requires that the City establish an account with ADOA. There is a \$2,000.00 initial setup fee, as well as an ongoing operations fee of \$3,000.00 per calendar year. ADOA indicated that as more entities sign up for the program, ongoing operations costs will be adjusted to cover expenses, and costs are expected to go down. The state, counties, cities and towns with more than 2,500 residents, community college districts, school districts with more than 600 students, and state universities are subject to the financial reporting requirements.

For calendar year 2013, the City will incur a \$2,000.00 set up fee and a \$3,000.00 operations fee. The State acknowledges that budgets were set before the need for the service was known, and the \$5,000.00 fee will be due after July 1, 2013. For FY 2013-2014, the City will incur an additional operations fee for calendar year 2014. After that, the City will incur one annual operations fee. Staff will include the costs in the budget that is being prepared for FY14.

In order to participate, the City will be required to enter into the ADOA-GAO OpenBooks Interagency Service Agreement. The Agreement is attached for your information. Staff is asking the Mayor and Council to appoint the City Clerk and the Finance Director as Entity Administrators and Entity Users, and to appoint the Account Clerk II as an Entity User. The Entity Users will be able to access the site and upload information as necessary.

Recommendation:

Approve Resolution No. 2013-____ authorizing the City of Willcox to enter into the ADOA-GAO OpenBooks Interagency Service Agreement, to participate in the Arizona OpenBooks Program, and to name the Entity Administrators and Entity Users authorized to act on behalf of the City. Fees associated with such participation include a \$2,000.00 setup fee and a \$3,000.00 operations fee for calendar year 2013, as well as a \$3,000.00 operations fee for calendar year 2014. All will be due and payable after July 1, 2013.

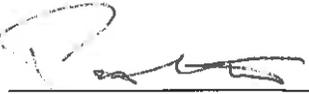
Fiscal Impact: Cost of \$8,000.00 for Fiscal Year 2014 for mandated participation in the Arizona OpenBooks Program.

Prepared By:



Ruth Graham, Finance Director

Approved by:



Pat McCourt, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2013-16

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, ARIZONA, APPROVING PARTICIPATION OF THE CITY OF WILLCOX IN THE ARIZONA OPEN BOOKS PROGRAM TO BE ADMINISTERED BY THE ARIZONA DEPARTMENT OF ADMINISTRATION, APPROVING THE ADOA-GAO OPENBOOKS INTERAGENCY SERVICE AGREEMENT AND NAMING ENTITY ADMINISTRATORS AND USERS TO ACT ON BEHALF OF CITY; DIRECTING AUTHORIZED CITY OFFICERS AND CITY STAFF TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION; AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION.

WHEREAS, the CITY is empowered pursuant to Arizona Revised Statutes, Title 9, Section §9-240(A), to have control of the finances of the corporation and to carry out the purposes of the corporation; and,

WHEREAS, the CITY, pursuant to Arizona Revised Statutes, Title 41, Sections §41-703, 41-711 and 41-725, is required to participate in the Arizona Openbooks Program, Arizona's official financial transparency website program, which involves the hosting and publication of local government financial data; and,

WHEREAS, CITY desires to enter into an Interagency Service Agreement with the Arizona Department of Administration, General Accounting Office (ADOA-GAO), to provide local government data hosting, publication and support services in connection with CITY'S financial data being published on Openbooks; and,

WHEREAS, pursuant to the Interagency Service Agreement with ADOA-GOA, CITY must designate Entity Administrators and Entity Users which will be able to access the site and upload information as necessary and CITY staff is requesting the Mayor and Council appoint the City Clerk and the Finance Director as Entity Administrators and Entity Users, and to appoint the Account Clerk II as an Entity User; and,

WHEREAS, the Mayor and City Council have determined that formal action on this Resolution is in the best interest of the CITY and its citizens and the Mayor and Council desire to have this item presented on March 18, 2013, at the Regular Council Meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, as follows:

Section 1. The Mayor and City Council hereby find and determine that it will be beneficial to the citizens of the City of Willcox to enter into an Interagency Service Agreement with the ADOA-GAO to provide local government data hosting, publication and support services in connection with CITY'S participation in the Openbooks program; and,

Section 2. The Mayor and City Council hereby approve the Interagency Service Agreement with the ADOA-GAO, which is attached hereto as Exhibit "A" and direct the Mayor to execute the same as presented; and,

Section 3. The Mayor and City Council hereby appoint City Clerk and the Finance Director as Entity Administrators and Entity Users, and to appoint the Account Clerk II as an Entity User which will be able to access the site and upload information as necessary on behalf of the CITY; and,

Section 4. The Mayor and City staff are hereby authorized and directed to take all actions necessary or reasonably required to carry out the intent of this Resolution; and,

Section 5. That the immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, and 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.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 18th day of March, 2013.

APPROVED/EXECUTED:

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2013-16

[ADD TITLE PAGE](#) [NEXT DOCUMENT](#) [PREVIOUS DOCUMENT](#)

41-725. Comprehensive database of receipts and expenditures of state monies; local reporting; definition

A. The department shall establish and maintain an official internet website that is electronically searchable by the public at no cost and that contains a comprehensive database of receipts and expenditures of state monies. The database shall include the information as prescribed in the comprehensive annual financial report of a budget unit that has been made by a certified public accountant or public accountant who is currently licensed by the Arizona state board of accountancy and who is not an employee of the department. The report shall be made in accordance with generally accepted auditing standards and shall contain financial statements that are in conformity with generally accepted accounting principles. If the department has a comprehensive annual financial report of a budget unit that has been presented with a certificate of achievement for excellence in financial reporting by the governmental finance officers association, the department may post such a financial report to satisfy the requirements of this subsection.

B. The department must present information in the database in a manner that is intuitive to members of the general public, including graphical representations. The database must allow users to:

1. Search and aggregate payments by individual budget units and programs.
2. Search and aggregate payments by individual vendors, including the total amount of state funding awarded by all budget units to individual vendors.
3. Download information yielded by a search of the database.
4. Access electronic versions of contracts that relate to expenditures.

C. The database shall include the following information:

1. Annual receipts of revenues, including:
 - (a) Receipts or deposits by each state budget unit into funds established in the state treasury.
 - (b) Taxes.
 - (c) Earnings by each budget unit, including amounts collected for merchandise sold, services performed and licenses, certifications and permits issued.
 - (d) Revenue from the use of publicly owned money or property, including leases and licenses.
 - (e) Gifts, donations and grants received, including amounts received from the federal government.
 - (f) Any other type of public revenue, however denominated or derived, deposited into the state treasury.
2. Annual expenditures and disbursements of state revenues by each state budget unit from funds established in the state treasury, as applicable, including:
 - (a) Bond payments, debt service and redemption charges and fees.
 - (b) Contractual services and cooperative agreements.
 - (c) Commodities.
 - (d) Capital outlay.
 - (e) Revenue sharing and other aid to other levels of government, including tribal governments.
 - (f) Any other expenditure or disbursement of state revenue from the state treasury, however denominated or structured.

D. Expenditure data shall list:

1. The manner of payment, including check or warrant or credit, debit or other purchase card.
2. The funding source, including categorical codes and the state accounts the expenditure is appropriated from.
3. A standardized descriptive title of the type and purpose of the transaction.
4. The date and amount of each payment.
5. The state agency or budget unit making the payment.
6. The name of the person or entity receiving the payment, including to the extent practical a parent entity of the recipient if the recipient is owned by another entity.
7. The primary location of performance under the contract, including the county, city or town and legislative district.

E. The database shall not include:

1. Tax payment or refund data that include confidential taxpayer information.

2. Data relating to payments of state assistance to individual recipients.
3. Payees' addresses or telephone numbers, but the department may allow public access in the database to information identifying the county in which the payee is located.
4. Work product in anticipation of litigation or information subject to attorney-client privilege.
5. Any other information that is designated by law as confidential or preapproved as confidential by the department pursuant to rule. The department and any officer or employee of the department:
 - (a) May rely on a determination made by a budget unit regarding confidentiality of information relating to the budget unit's expenditures.
 - (b) Are immune from civil liability for posting confidential information under this section if the posting is in reliance on the budget unit's determination relating to confidentiality.
- F. Each budget unit shall cooperate with the department as necessary to implement and administer this section. Each budget unit shall provide to the department any additional data in a manner and schedule prescribed by the department that are required to be included in the database. The database shall be updated within thirty days after the end of each fiscal year and may be updated as new data become available. The data shall be retained in the database for at least ten full fiscal years.
- G. The governor, secretary of state, state treasurer and legislature shall include a link to the database under this section in their individual official websites. Each budget unit that maintains a generally accessible internet website, or for which a generally accessible website is maintained, shall include a link on that website to the database under this section.
- H. On or before January 1, 2013, each local government shall establish and maintain an official internet website that is accessible to the public at no cost and that contains a comprehensive reporting of all revenues and expenditures over five thousand dollars of local monies in as nearly as practicable the same manner and consistent with the provisions of subsections B through E. The database shall include the information as prescribed in the comprehensive annual financial report of a budget unit that has been made by a certified public accountant or public accountant who is currently licensed by the Arizona state board of accountancy and who is not an employee of the local government. The report shall be made in accordance with generally accepted auditing standards and shall contain financial statements that are in conformity with generally accepted accounting principles. If a local government has a comprehensive annual financial report of a budget unit that has been presented with a certificate of achievement for excellence in financial reporting by the governmental finance officers association, the local government may post such a financial report to satisfy the requirements of this subsection. A link to this data shall be displayed in a prominent place on the local government's official internet website or on a website of an association of cities and towns for cities and towns that do not have official websites and on the department's official internet website as prescribed in this section. The data shall be updated no less frequently than every three months and may be updated as new data becomes available. The data shall be retained and accessible online for at least three fiscal years.
- I. For the purposes of this section "local government" means:
 1. A county, city or town with a population of more than twenty-five hundred persons.
 2. Any community college district and school district having a student count of more than six hundred pupils.
 3. A state university.

ARIZONA OPENBOOKS INTERAGENCY SERVICE AGREEMENT

Janice K. Brewer
Governor



Brian C. McNeil
Director

ARIZONA DEPARTMENT OF ADMINISTRATION
GENERAL ACCOUNTING OFFICE
100 NORTH FIFTEENTH AVENUE • SUITE 302
PHOENIX, ARIZONA 85007

ADOA-GAO OPENBOOKS INTERAGENCY SERVICE AGREEMENT **Number**

In accordance with Arizona Revised Statutes, Sections (A.R.S. §§) 41-703 and 41-711, this Agreement is entered into by and between **CITY OF WILLCOX**, a **Local Governmental** body (hereinafter referred to as "**LOCAL GOVERNMENT**"), and the **Arizona Department of Administration, General Accounting Office** (hereinafter referred to as "**ADOA-GAO**"), governing the hosting and publication of **LOCAL GOVERNMENT** data on **ADOA-GAO's** website established under A.R.S. § 41-725 and called OpenBooks.az.gov, Arizona's official financial transparency web site hereinafter "**OPENBOOKS**"), and shall be effective as indicated in Section 1 - Term of Agreement.

1. Term of Agreement

This Agreement shall be effective upon the date the last party signs this Agreement through **December 31, 2017**. This Agreement may be terminated in accordance with Section 4.

2. Scope of Services

The **LOCAL GOVERNMENT** is requesting that **ADOA-GAO** provide **LOCAL GOVERNMENT** data hosting, publication and support services (**SERVICES**) in connection with the **LOCAL GOVERNMENT** having its financial data published on **OPENBOOKS** managed by **ADOA-GAO**.

To effectively provide these **SERVICES** both **ADOA-GAO** and the **LOCAL GOVERNMENT** agree to perform their respective responsibilities set forth in **SCHEDULE A** attached to this agreement.

3. Fees

LOCAL GOVERNMENT shall pay **ADOA-GAO** an **INITIAL SETUP FEE** of two thousand dollars (\$2,000) in advance of the first calendar year of **SERVICES** and an **ANNUAL FEE FOR OPERATING COSTS** for each calendar year **SERVICES** are to be provided. The **ANNUAL FEE FOR OPERATING COSTS** for the calendar year ending

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December 31, 2013, is three thousand dollars (\$3,000), payable in advance. Each subsequent year's **ANNUAL FEE FOR OPERATING COSTS**, also payable in advance, shall be in the amount communicated by **ADOA-GAO** to the **LOCAL GOVERNMENT** by way of an Amendment **not later than ninety (90) days before the beginning of the year to which it applies.**

4. Termination

Either party may terminate this Agreement upon sixty (60) calendar days written notice to the other party. If the termination is initiated by **ADOA-GAO**, **ADOA-GAO** shall refund to the **LOCAL GOVERNMENT** any unamortized **ANNUAL FEE FOR OPERATING COSTS** at the time the termination becomes effective. If the termination is initiated by the **LOCAL GOVERNMENT**, no refund shall be forthcoming.

If a termination is initiated by the **LOCAL GOVERNMENT** and, with the prior consent of the **LOCAL GOVERNMENT**, the **ADOA-GAO** has acquired capital equipment or resources necessary to fulfill the **ADOA-GAO's** responsibilities to the **LOCAL GOVERNMENT** as set forth in the Scope of Services, the **LOCAL GOVERNMENT** shall be responsible to reimburse the **ADOA-GAO** for any unamortized or unrecovered costs on or before the date the contract is terminated.

This agreement may be terminated by either party in accordance with A.R.S. § 38-511.

5. Force Majeure

- (a) Either party shall be excused for delay or failure to perform its obligations under this Agreement, in whole or in part, when and to the extent that such delay or failure is a result of causes beyond the control and without the fault or negligence of the party unable to perform. Such causes include, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, or embargoes.
- (b) The party whose performance is so affected shall promptly notify the other party of all pertinent facts and take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof.
- (c) It is understood and agreed that settlement of strikes or other labor disputes shall be at the sole discretion of the party encountering the strike or other dispute and that the inability of **ADOA-GAO** or its Subcontractors to meet the requirements of this Agreement as a result of labor strikes or disputes shall not be deemed to be a Force Majeure.

6. Indemnification

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to



STATE OF ARIZONA-GENERAL ACCOUNTING OFFICE
**OpenBooks Local Government Access Request &
 Entity User Authorization Form**



This form is to be used by Local Governments (LGs) in requesting authority to upload its jurisdiction's financial and financial-related data to Arizona OpenBooks (OpenBooks), the State of Arizona's Official Transparency Website, managed by the Arizona Department of Administration, General Accounting Office (ADOA-GAO); this form is also used to remove such authority that has previously been granted. Access is granted solely to those LGs that have entered into an OpenBooks Service Agreement (Agreement) with the ADOA-GAO governing such services. ADOA-GAO reserves the right --at its sole discretion --to grant, deny, modify or revoke access to or privileges within OpenBooks, the OpenBooks Administrative Tool, or any of the other tools, systems or technical environments that support OpenBooks, in accordance that Agreement.

Approval of this request by the ADOA-GAO will grant the Entity User access to both OpenBooks and Arizona Secure Account Services (SAS), a web service that facilitates access to websites operated by the State of Arizona.

An LG Entity Administrator may appoint one or more Entity User(s). An Entity User may request access, edit an entity's profile, upload a file and view and reset batch statuses (active/inactive). It is recommended that each LG have as many (up to 10) or as few Entity Users as practical under the circumstances.

This form must be completed and forwarded to ADOA-GAO, as directed below, before accessing OpenBooks, the Administrative Tool or Arizona SAS.

LOCAL GOVERNMENT NAME: CITY OF WILLCOX		LOCAL GOVERNMENT TYPE: Cities and Towns					
ENTITY ADMINISTRATOR							
NAME: RUTH GRAHAM		TITLE: FINANCE DIRECTOR					
BUSINESS EMAIL ADDRESS: rgraham@willcoxcity.org		PHONE #: 520-766-4202					
EXT:		EXT:					
REQUEST ENTITY USER(S):							
DELETE ROW	ACTION	REGION	NAME	TITLE	BUSINESS EMAIL ADDRESS	PHONE #	EXT
	Activate	<input checked="" type="checkbox"/> TEST <input checked="" type="checkbox"/> PRODUCTION	Virginia Mefford	City Clerk	vmefford@willcoxcity.org	520-766-4203	
	Activate	<input checked="" type="checkbox"/> TEST <input checked="" type="checkbox"/> PRODUCTION	Ruth Graham	Finance Director	rgraham@willcoxcity.org	520-766-4202	
	Activate	<input type="checkbox"/> TEST <input type="checkbox"/> PRODUCTION	Alma Osuna	Account Clerk II	aosuna@willcoxcity.org	520-766-4205	

CERTIFICATION:

By submitting this form, I authorize and appoint the above-named individual(s) as Entity User(s). (This form must be sent from the LG Entity Administrator's business email address. Use the SUBMIT by Email button or save this form and send as an email attachment to OpenBooks@azdoa.gov).



STATE OF ARIZONA-GENERAL ACCOUNTING OFFICE
**OpenBooks Local Government Access Request &
 Entity Administrator Authorization Form**



This form is to be used by Local Governments in requesting authority to upload its jurisdiction's financial and financial-related data to Arizona OpenBooks (OpenBooks), the State of Arizona's Official Transparency Website, managed by the Arizona Department of Administration, General Accounting Office (ADOA-GAO); this form is also used to remove such authority that has previously been granted. Access is granted solely to those Local Governments that have entered into an OpenBooks Service Agreement (Agreement) with the ADOA-GAO governing such services. ADOA-GAO reserves the right --at its sole discretion --to grant, deny, modify or revoke access to or privileges within OpenBooks, the OpenBooks Administrative Tool, or any of the other tools, systems or technical environments that support OpenBooks, in accordance that Agreement.

Approval of this request by the ADOA-GAO will grant the Entity Administrator access to both OpenBooks and Arizona Secure Account Services (SAS), a web service that facilitates access to websites operated by the State of Arizona.

The official authorized by the Local Government may appoint one or more Entity Administrator(s) (up to 5), who, in turn, may appoint one or more Entity User(s). An Entity User may request access, edit an entity's profile, upload a file and view and reset batch statuses (active/inactive). An Entity Administrator has all the rights and privileges of an Entity User plus may approve Entity Users' access to the Administrative Application of OpenBooks.

It is recommended that each Local Government have at least two Entity Administrators (primary and backup) and as many (up to 10) or as few Entity Users as practical under the circumstances. A CEO may designate him- or herself as one of the Entity Administrators. An Entity Administrator, possessing all the rights and privileges of an Entity User, need not designate him- or herself as an Entity User.

This form must be completed and forwarded to ADOA-GAO, as directed below, before accessing OpenBooks, the Administrative Tool or Arizona SAS.

LOCAL GOVERNMENT NAME: CITY OF WILLCOX		LOCAL GOVERNMENT TYPE: Cities and Towns				
AUTHORIZED OFFICIAL						
NAME: ROBERT A. IRVIN		TITLE: MAYOR				
BUSINESS EMAIL ADDRESS: Rlvin@vtc.net		PHONE #: 520-766-4203				
REQUEST ENTITY ADMINISTRATOR(S) (EA#):						
DELETE ROW	ACTION	NAME	TITLE	BUSINESS EMAIL ADDRESS	PHONE #	EXT
	Activate	Virginia A. Mefford	City Clerk	vmefford@willcoxcity.org	520-766-4203	
	Activate	Ruth E. Graham	Finance Director	rgraham@willcoxcity.org	520-766-4202	

CERTIFICATION:

By submitting this form, I certify that I am the official authorized by my Local Government. I authorize and appoint the above-named individual(s) as Entity Administrator(s). (This form must be sent from the Local Government authorized official's business email address. Use the SUBMIT by Email button or save this form and send as an email attachment to OpenBooks@azdoa.gov.)

SERVICE AGREEMENT GAOISA Number

SCHEDULE A (Continued from Preceding Page)

LOCAL GOVERNMENT Responsibilities:

- Provide ADOA-GAO with required information for posting to OPENBOOKS in accordance with A.R.S. § 41-725 subsections (C) through (E).
- Accept and properly execute the ISA and any annual ADDENDUM or Amendment prepared by ADOA-GAO in a timely manner, but no more than ninety (90) days.
- The LOCAL GOVERNMENT chief executive officer shall designate, using the processes and forms prescribed by ADOA-GAO, one or more Entity Administrators.
- The Entity Administrator shall designate, using the processes and from prescribed by the ADOA-GAO, one or more Entity Users.
- The LOCAL GOVERNMENT Entity Administrator(s) and User(s) shall be authorized to interface and liaise with ADOA-GAO personnel.
- Obtain administrative login access via SAS.
- Request and maintain authorized user roles for Entity Administrator and Entity User.
- Notify ADOA-GAO of any Administrator or User changes within 48 hours of such changes.
- Adhere to the data specification (file layout).
- Adhere to the guidance in the LOCAL GOVERNMENT User Guide.
- Adhere to State of Arizona Security requirements.
- Review data to assure compliance with confidentiality requirements, including those in A.R.S. § 41-725.
- Make payments in accordance the ISA and any Amendments.
- Upload the LOCAL GOVERNMENT data into the system as directed.
- Update and administer content data.
- Take reasonable measures to maintain the timeliness and accuracy of the LOCAL GOVERNMENT data presented on OpenBooks.az.gov.
- Notify ADOA-GAO of any required file deletions as soon as practicable.
- Cooperate with ADOA-GAO in the identification, diagnosis and resolution of issues/problems with the OPENBOOKS software application, Transparency Application Database, OpenBooks.az.gov website, and technology infrastructure.

SCHEDULE A (Remainder of Page Intentionally Left Blank)

SERVICE AGREEMENT GAOISA Number

Between the Arizona Department of Administration General Accounting Office
And LOCAL GOVERNMENT

SCHEDULE A

Roles and Responsibilities

The respective roles of ADOA-GAO and a LOCAL GOVERNMENT related to that service are outlined in the section below.

ADOA-GAO Responsibilities:

- Provide consultation with the LOCAL GOVERNMENT project team member concerning the requirements of the A.R.S. § 42-725, confidentiality issues, file layout and overall process.
- Provide main point of contact for all communications related to the project.
- Prepare and provide LOCAL GOVERNMENT timely written notice of any ISA ADDENDUM.
- Confirm and communicate schedules.
- Notify the appropriate contacts of issues that require resolution.
- Coordinate the change process.
- Oversee content and maintenance of the OpenBooks.az.gov website (PROD).
- Provide an LOCAL GOVERNMENT User Guide on the use of the Administrative Tool and the Secure Account Service (SAS) Login Utility.
- Define LOCAL GOVERNMENT's system roles (Entity Administrator and Entity User).
- Authorize and maintain LOCAL GOVERNMENT's access to the system via SAS.
- Evaluate and grant or deny LOCAL GOVERNMENT requests for access to or roles in OPENBOOKS; activate and deactivate accounts.
- Provide and maintain technological infrastructure.
- Host and maintain Transparency Application Databases containing the State of Arizona and LOCAL GOVERNMENT data.
- Provide diagnosis of and initialize efforts to correct issues/problems with OPENBOOKS software application, Transparency Application Database, OpenBooks.az.gov website and technology infrastructure within three (3) business days of the discovery of such problems.
- Maintain two Transparency Application databases (PROD and TEST).
- Delete LOCAL GOVERNMENT incorrect postings within three (3) business days of receiving notification by email from LOCAL GOVERNMENT.
- Comply with all laws, statutes, ordinances, rules and regulations applicable to any Arizona State government body or authority;
- Diligently complete SERVICES.

ADOA-GAO Does NOT Have the Responsibility to:

- Defend LOCAL GOVERNMENT's compliance with A.R.S. § 41-725 subsections (C) through (E).
- Respond to the LOCAL GOVERNMENT's constituency about the LOCAL GOVERNMENT's data or the use of OPENBOOKS.

SCHEDULE A (Continued on Next Page)

THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE UNDERSTANDING BETWEEN THE PARTIES, AND IT SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER DOCUMENTS OR COMMUNICATIONS BETWEEN THE PARTIES RELATIVE TO THE SUBJECT MATTER HEREIN COVERED, UNLESS SUCH DOCUMENTS OR COMMUNICATIONS ARE SPECIFICALLY INCLUDED BY REFERENCE.

IN WITNESS WHEREOF, the parties have executed this Agreement:

LOCAL GOVERNMENT:

City of Willcox

By: _____
Robert A. Irvin, Mayor

Date: _____

ADOA:

Arizona Department of Administration

By: _____
Brian C. McNeil, Director

Date: _____

LOCAL GOVERNMENT:	
City of Willcox 101 S Railroad Ave Ste B Willcox, AZ 85643	ATTN: Virginia Mefford City Clerk Phone Number: 520-766-4203 Fax Number: 520-384-2590

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required by A.R.S. § 12-1518. The laws of the State of Arizona shall govern any interpretation of this Agreement and venue shall be in Maricopa County, Arizona.

- (b) This Agreement shall be governed and interpreted by the laws of the State of Arizona. Purchases made in furtherance of this Agreement are subject to the Arizona Procurement Code (A.R.S. § 41-2501, et seq.) and the administrative rules promulgated thereunder (AAC R2-7-101, et seq.).
- (c) Any amendments to this Agreement must be in writing and signed by both parties.
- (a) All requests for additional services shall be in writing and signed by both parties and subject to current established **ADOA-GAO** billing rates.
- (b) Additional capital equipment or other resources to be acquired by the **ADOA-GAO** to fulfill its responsibilities to the **LOCAL GOVERNMENT** as set forth in the Scope of Services and for which the **LOCAL GOVERNMENT** may be required to reimburse the **ADOA-GAO** shall be agreed to in writing by the **LOCAL GOVERNMENT**.
- (c) **ADOA-GAO** reserves the right, at its sole reasonable discretion, to deny access as Entity Administrator or Entity User.
- (d) This agreement is subject to the provisions of A.R.S. § 38-511.
- (e) The parties to this agreement certify compliance with the requirements in A.R.S. §§ 35-391.06 and 35-393.06.
- (f) All notices pertaining to this Agreement shall be addressed or faxed to the parties respectively as follows:

ADOA-GAO:	
Arizona Department of Administration General Accounting Office (GAO) 100 N. 15th Avenue, Suite 302 Phoenix, AZ 85007	ATTN: Joanna Greenaway Systems Support & Projects Manager Phone Number: 602-542-5106 Fax Number: 602-542-5749
LOCAL GOVERNMENT:	
City of Willcox 101 S Railroad Ave, Ste B Willcox, AZ 85643	ATTN: Ruth Graham Finance Director Phone Number: 520-766-4202 Fax Number: 520-384-2590

GAOISA Number

as "**CLAIMS**") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such **CLAIMS**, which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

7. Confidentiality

- (a) A.R.S. § 41-725, which is incorporated by reference, defines certain information as confidential and not to be released to the public by way of publication on **OPENBOOKS**. By virtue of this Agreement, **ADOA-GAO** and **LOCAL GOVERNMENT**, their employees, and agents may have access to certain confidential and/or proprietary information of the other party, as defined below. **ADOA-GAO** and **LOCAL GOVERNMENT** agree to use Confidential Information received from the other Party only as expressly permitted in the Agreement and in furtherance of the purposes expressed in the Agreement. Neither **ADOA-GAO** nor **LOCAL GOVERNMENT** will disclose to any third party the other party's Confidential Information, in whole or in part, except as otherwise herein provided.
- (b) **LOCAL GOVERNMENT** may provide, intentionally or otherwise, confidential data as described in A.R.S. § 41-725, the Health Insurance Portability and Accountability Act or other relevant federal or state laws or local ordinances, ostensibly for posting on **OPENBOOKS**. **ADOA-GAO** is not responsible for reviewing **LOCAL GOVERNMENT** data for confidentiality purposes and is held harmless by **LOCAL GOVERNMENT** for any damages arising from **ADOA-GAO's** posting such confidential information on **OPENBOOKS**.

8. Limitation of Liability

ADOA-GAO shall under no circumstances be liable for:

- (a) Posting or displaying on **OPENBOOKS** confidential, sensitive, incorrect, inaccurate, misleading, libelous, pejorative information provided by **LOCAL GOVERNMENT**.
- (b) Providing access in response to the **LOCAL GOVERNMENT's** direction to any Entity Administrator or Entity User.
- (c) Failure to revoke access to any Entity Administrator or Entity User at the request of the **LOCAL GOVERNMENT** provided that the revocation is effected within three (3) business days.

9. Miscellaneous

It is mutually agreed by the parties that:

- (a) In the event of a dispute, the parties agree to use arbitration to the extent