TAB 1

THE MINUTES OF THE REGULAR MEETING SESSION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ HELD ON THIS 17TH DAY OF JUNE 2013

CALL TO ORDER by Mayor Irvin at 7:00pm and welcomed all in attendance.

ROLL CALL by City Clerk Virginia A. Mefford

PRESENT
Mayor Robert Irvin
~~Vice Mayor Bill Holloway~~
~~Councilman Gerald Lindsey~~
Councilman Elwood Johnson
Councilwoman Monika Cronberg
Councilman Earl Goolsby
~~Councilman Bill Nigh~~

STAFF
City Manager Tedmond Soltis
City Clerk Virginia A. Mefford
City Attorney Ann P. Roberts
Finance Director Ruth Graham
Interim Public Safety Director Glenn Childers
Library Director Tom Miner
Development Services Jeff Stoddard

ABSENT
Vice Mayor Bill Holloway
Councilman Bill Nigh- Excused
Councilman Gerald Lindsey-Excused

PLEDGE OF ALLEGIANCE TO THE FLAG led by Mayor Irvin

CALL TO THE PUBLIC –
Alfred Tellez- Addressed the Council -1st is having a farmers market in the park area. The farmers were told they would need a permits and the Museum would like to carry them or waive their permits. This would happen on Saturday to bring more people into the downtown area. 2nd item is regarding reserving the parks. There has been controversy on this and I would like a policy or see a policy on how this. In 2004 to now and in 2012 it was reserved under the Museum and it got a bit cross ways and I know it is under the RAD for the next five years. I would like to address the policy. I know RAD does have some things for the Museum I would like to have clarification on this. I would like for the reservation to stay with the organization not the person reserving it. Thank you.
Rob Jones- Addressed the Council and stated he commends the Council with whom they are recommending as the new City Manager: This is a great opportunity for the City and Council to work together and move forward. I would like to commend some of the business that are already in business here in the community, for example, KT Market we should be doing a big fan fare on this and also Serra lumber for all the upgrades they have done. I noticed that the council didn't open with a word of prayer I would like for the Council to look into doing this for the future.
Chamber of Commerce Alan Baker- Presented Mr. McCourt with a Plaque for his accomplishments he has given to the community. RAD and RAM had a discussion last week to address the issues in the previous call to the public regarding the parks; they would like to meet with the new City Manager to see if this can be resolved before presenting it to the Council.

DECLARATION ON CONFLICT OF INTEREST
None Declared

ADOPTION OF THE AGENDA
MOTION: Councilman Cronberg moved to adopt the agenda as presented.
SECONDED: Councilmember Goolsby **CARRIED**

CONSENT AGENDA
MOTION: Councilmember Cronberg moved to adopt the agenda as presented.
SECONDED: Councilmember Goolsby **CARRIED**

The following minutes:

6a. Approval of Special Meeting Minutes of May 29, 2013
6b. Approval of Regular Meeting Minutes June 3, 2013
6c. Approval of Special Meeting Minutes June 6, 2013

THE MINUTES OF THE REGULAR MEETING SESSION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ HELD ON THIS 17TH DAY OF JUNE 2013

6d. Approval of Special Meeting Minutes June 10, 2013

REGARDING WILLCOX ELKS LODGE IS REQUESTING FEES BE WAIVED FOR AN EVENT AT THE POOL.
MOTION: Councilman Johnson moved to approve Willcox Elks Lodge is requesting fees be waived for an event at the pool.
SECONDED: Councilmember Cronberg **CARRIED**

RESOLUTION NO.. 2013-39 APPROVING AND ADOPTING THE AGREEMENT BETWEEN THE CITY OF WILLCOX AND BLUE CROSS BLUE SHIELD FOR MEDICAL INSURANCE BENEFITS FOR THE FISCAL YEAR JULY 1, 2013 THROUGH JUNE 30, 2014; AUTHORIZING THE MAYOR TO EXECUTE SUCH BENEFITS CONTRACT AS PRESENTED AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION
MOTION: Councilman Johnson moved to approve Resolution No. 2013-39 approving and adopting the agreement between the city of Willcox and Blue Cross Blue Shield for medical insurance benefits for the fiscal year July 1, 2013through June 30, 2014
SECONDED: Councilmember Cronberg **CARRIED**

RESOLUTION NO. 2013-40 APPROVING AND ADOPTING THE AGREEMENT BETWEEN THE CITY OF WILLCOX AND METLIFE FOR LIFE INSURANCE BENEFITS FOR THE FISCAL YEAR JULY 1, 2013 THROUGH JUNE 30, 2014; AUTHORIZING THE MAYOR TO EXECUTE SUCH BENEFITS CONTRACT AS PRESENTED AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION.
MOTION: Councilman Johnson moved to approve Resolution No. 2013-40 approving and adopting the agreement between the City of Willcox and MetLife for life insurance benefits for the Fiscal Year July 1, 2013 through June 30, 2014
SECONDED: Councilmember Cronberg **CARRIED**

RESOLUTION NO. 2013-41 APPROVING AND ADOPTING THE AGREEMENT BETWEEN THE CITY OF WILLCOX AND THE ARIZONA RANGE NEWS FOR ADVERTISING AND PUBLICATION SERVICES FOR THE FISCAL YEAR JULY 1, 2013 THROUGH JUNE 30, 2014; AUTHORIZING THE MAYOR TO EXECUTE SUCH CONTRACTS AS PRESENTED AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION.
MOTION: Councilman Johnson moved to approve Resolution No. 2013-41 approving and adopting the agreement between the City of Willcox and the Arizona Range News for advertising and publication services for the Fiscal Year July 1, 2013 through June 30, 2014 **SECONDED:** Councilmember Cronberg **CARRIED**

RESOLUTION NO. 2013-42 APPROVING THE EQUIPMENT LEASE PURCHASE AGREEMENT BETWEEN OKLAHOMA STATE BANK, LESSOR, AND CITY OF WILLCOX, LESSEE, FOR THE ASPHALT ZIPPER PURCHASE APPROVED BY RESOLUTION 2013-06 ON JANUARY 22, 2013; AUTHORIZING THE MAYOR TO EXECUTE THE LEASE, AND DIRECTING CITY OFFICERS AND AGENTS TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION
MOTION: Councilmember Goolsby moved to approve Resolution No. 2013-42 approving the equipment lease purchase agreement between Oklahoma State
Bank, lessor, and City of Willcox, lessee, for the Asphalt Zipper purchase approved by resolution 2013-06 on January 22, 2013
SECONDED: Councilmember Cronberg **DISCUSSION:** On the previous resolution it was a different finance company and that is why it is back on the agenda and it saves the City about $500.00 **CARRIED**

RESOLUTION NO. 2013-43 APPROVING THE SERVICE CONTRACT FOR PURCHASE OF RECREATIONAL AND EDUCATIONAL SERVICES, "SERVICE CONTRACT", BETWEEN THE CITY OF WILLCOX, "CITY", AND WILLCOX AGAINST SUBSTANCE ABUSE, "WASA", AND AUTHORIZING THE MAYOR TO EXECUTE THE THIS RESOLUTION AND THE SERVICE CONTRACT.
MOTION: Councilwoman Cronberg moved to **table** Resolution No. 2013-43 approving the Service Contract for purchase of recreational and educational Services, "Service Contract", Between the City of Willcox, "City", And Willcox Against Substance Abuse, "WASA", councilwoman stated not all the back information was in the proper area in her Council book .
SECONDED: Councilmember Johnson **CARRIED**

RESOLUTION NO. 2013-44 APPROVING AND ADOPTING THE FY2013-2014 AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WILLCOX, "CITY" AND THE WILLCOX UNIFIED SCHOOL DISTRICT #13, "SCHOOL", FOR THE PURPOSE OF CONTINUING A SCHOOL SAFETY PROGRAM, AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND THE IGA

THE MINUTES OF THE REGULAR MEETING SESSION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ HELD ON THIS 17TH DAY OF JUNE 2013

MOTION: Councilmember Cronberg moved to approve Resolution No. 2013-44 approving and adopting the FY 2013-2014 Amendment to the Intergovernmental Agreement between the City of Willcox, "City" And the Willcox Unified School District #13, "School", For The Purpose Of Continuing a School Safety Program
SECONDED: Councilmember Goolsby **DISCUSSION:** Ms Cronberg asked from what fund is from comes form. Mr. McCourt sated is comes from the General fund Councilwoman Cronberg asked if this was reflected on the current budget. Mr. McCourt stated yes it is. **CARRIED**

RESOLUTION NO. 2013-45 THE TENTATIVE BUDGET OF THE CITY OF WILLCOX FOR FISCAL YEAR 2013-2014, AUTHORIZING AND DIRECTING PUBLICATION OF STATEMENTS AND SCHEDULES OF THE TENTATIVE BUDGET AND SETTING THE DATES FOR THE PUBLIC HEARINGS ON THE TENTATIVE BUDGET BEFORE FINAL ADOPTION.
MOTION: Councilmember Goolsby moved to approve Resolution No. 2013-45 the tentative budget of the city of Willcox for Fiscal Year 2013-2014, authorizing and directing publication of statements and schedules of the tentative budget and setting the dates for the public hearings on the tentative budget before final adoption.
SECONDED: Councilmember Cronberg **DISCUSSION:** Ms. Graham gave a presentation form the budget from the Councilmember's Council books, and indicated a small correction to reallocate funds in the. All the numbers do stay the same. Our taxes represent about 10 % of the property tax. Mr. McCourt asked if the secondary taxes were voter approved. Ms. Graham stated yes they were. This FY13-14 Budget Draft are the totals of the 2013 budget and this coming year will be a bit more due to the magistrate court and we have had turnover and it has reduced the wages and lowered our overtime. She went line by line on the budget of the impact of the budget. Ms. Graham asked the council to approve the tentative budget tonight. Councilwoman Cronberg asked if this budgets councilman Johnson asked on the General fund expenditures then is form 13 to 14 953, 2014 in the stated of Arizona we do an estimate this year we are hoping on special revenue funds did we expend all the golf course money. Ms Graham stated there is about $8200 in their budget. 3 Ayes- Mayor Irvin, councilmember's Cronberg and Goolsby one nay Councilman Johnson **CARRIED**

RESOLUTION NO. 2013-46 APPROVING AND AUTHORIZING THE BASE CONTRACT FOR THE SALE AND PURCHASE OF NATURAL GAS WITH SEMINOLE ENERGY COMPANY; DIRECTING AUTHORIZED CITY OFFICERS AND AGENTS TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION; AND, DECLARING AN EMERGENCY TO EXIST.
MOTION: Councilmember Goolsby moved to approve Resolution No. 2013-46 approving and authorizing the base contract for the sale and purchase of natural gas with Seminole Energy Company; directing authorized city officers and agents to carry out the purposes and intent of this resolution
SECONDED: Councilmember Johnson DISCUSSION: Mr. Bowen stated BP went up 6 cents and we checked with other companies but Serra Southwest he came back with 3 cents less and were back to 2001 price. **CARRIED**

CITY MANAGER REPORTS

- **General-** City Manager officially retires on July 08, 2013. City doesn't anticipate any difficulties; Mr. Soltis anticipates starting on July 1, 2013 and Ms. Graham agreed to fill in until until he arrives.
- **Mayor/Manager Luncheon-** Thursday, June 20. 2013 at Douglas
- **League of Cities and Towns** Annual conference August 27-30, 2013 at El Conquistador, Tucson please let City Clerk, know if you are planning to attend. She has secured 6 rooms for this conference; we will have to book in the overflow if we have more who would like to attend. Parade of Flags on August 28 at 9:00 am and Booth at 6 pm. We will have to make a decision at the next Council meeting on whom carry the flag and booth cost. City Clerk has the contact information for Nature Sweet to get the donation of tomatoes.
- **City Manager-** has contacted the new City Manager Tedmond Soltis and has welcomed him.
- **Arizona Office of Tourism**-The Marketing Cooperative FY 2014 Affidavit to Support of Application was signed and sent to Ms. Gussie Motter.
- **LTSA-** was granted for $17,829.00 and was approved by Resolution 2013-13.

COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS
Councilman Goolsby stated in anticipation to this being City Manager's last meeting I would like to wish him the best and thank you for helping me along with being a new council member.
ika would like to wish you well.
nson Good luck to you and Gwen.
Mayor Irvin stated I would like to say I appreciate what you have done for the City and would like to add he plays dominoes with as much passion as he runs the city.

EXECUTIVE SESSION FOR DISCUSSION/CONSIDERATION REGARDING THE HIRING OF THE CITY MANAGER AND CONSULTATION FOR LEGAL ADVICE WITH THE ATTORNEY OF THE PUBLIC BODY

THE MINUTES OF THE REGULAR MEETING SESSION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ HELD ON THIS 17TH DAY OF JUNE 2013

MOTION: Councilmember Cronberg moved to entering into an Executive Session pursuant to A.R.S. §38-431.03(A) (1) and (A)(3), for the purpose of Discussion or consideration of employment.
SECONDED: Councilmember Johnson **CARRIED**

RECESS TO EXECUTIVE SESSION, IF APPROVED: at 7:45 pm.

RECONVENE FROM EXECUTIVE SESSION: at 8:25 pm

RESOLUTION NO. 2013-47 APPROVING THE EMPLOYMENT AGREEMENT WITH TEDMOND J. SOLTIS; APPOINTING TEDFORD J. SOLIS TO THE POSITION OF CITY MANAGER AND, AUTHORIZING THE MAYOR TO EXECUTE THE EMPLOYMENT AGREEMENT AS PRESENTED AND THIS RESOLUTION
MOTION: Councilmember Cronberg moved to table Resolution No. 2013-47 approving the employment agreement with Tedmond J. Soltis; appointing Tedmond J. Soltis to the position of City Manager
SECONDED: Councilmember Johnson **DISCUSSION:** Ms. Roberts stated we can table that and finalize it at the next Council meeting. **CARRIED**

MOTION: Councilmember Cronberg moved to approve contract amount of $90.000 annually initial term three years, effective July 1, 2013; contract terms include: six month severance pay, up to $5000 moving and relocation cost, 160 hours of annual vacation, and annual review/evaluation by 15th of December. The contract will be formally presented for council ratification on July 1st at the next Council meeting. **Second:** Councilmember Johnson

MOTION: Councilman Johnson made a motion to recess for five minutes **SECONDED**: Councilwoman Cronberg **CARRIED at** 8: 34 pm.
Reconvene from recess at 8:50 pm.

Ms. Roberts stated there is a motion on the floor. Mayor Irvin called for the vote: **CARRIED**

~~**REGARDING DIRECTION FROM CITY COUNCIL TO CITY ATTORNEY ON HOW TO PROCEED WITH THE HIRING CONTRACT OF TEDMOND J. SOLTIS AS CITY MANAGER**~~
~~Council gave City Attorney Ms. Roberts direction to proceed with the hiring contract of Tedmond J. Solis as City Attorney~~

ADJOURN- with no further discussion at 8:51 PM

CERTIFICATION
I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the special meeting of the City Council of the City of Willcox held on the 17th day of June 2013. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 17th day of June 2013

City Clerk Virginia A. Mefford

PASSED, APPROVED AND ADOPTED this 1st day of July 2013.

MAYOR ROBERT A IRVIN

Signed_____

ATTEST:

City Clerk Virginia A. Mefford

THB 2

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 a **REGULAR** meeting, on **MONDAY,** the **1ST** day of **JULY**, 2013 at **7:00 p.m.,** in the **CITY COUNCIL CHAMBERS, 300 W. REX ALLEN DRIVE, WILLCOX, AZ.**

Public Hearing on:

FISCAL YEAR 2013-2014 BUDGET

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

DATED AND POSTED this 1ST day of JULY 2013 AT 3:00 P.M.

CITY OF WILLCOX, ARIZONA

/s/Virginia A. Mefford .
City Clerk

agenda/FY2013/142013\PHFY2013/14budget

PUBLIC NOTICE OF HEARINGS

NOTICE IS HEREBY GIVEN that the Mayor and Council of the City of Willcox will hold Public Hearings on Monday, July 1st and Monday, July 15th at 7:00 p.m. at the City Council Chambers, 300 W Rex Allen Dr, Willcox, AZ 85643, for the purposes of hearing public comment and/or views regarding the

Fiscal Year 2013-2014 Annual Budget
Including Primary and Secondary Tax Levies

Copies of the proposed FY14 Annual Budget are available for review on our website at www.cityofwillcox.com, at the Library or at City Hall. All members of the public are invited to attend such public hearings and submit written comments. Persons unable to attend but desiring to comment may submit written comments to the Office of the City Clerk, 101 S. Railroad Ave Ste B, Willcox, AZ 85643 or by e-mail at vmefford@willcoxcity.org prior to 4:00 pm on the day(s) of the public hearing(s).

Publish: Arizona Range News
6/19/13 and 6/26/13

CITY OF W[illegible]X

Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2014

FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES* 2013	ACTUAL EXPENDITURES/ EXPENSES** 2013	FUND BALANCE/ NET POSITION*** July 1, 2013**	PROPERTY TAX REVENUES 2014	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2014	OTHER FINANCING 2014		INTERFUND TRANSFERS 2014		TOTAL FINANCIAL RESOURCES AVAILABLE 2014	BUDGETED EXPENDITURES/ EXPENSES 2014
						SOURCES	<USES>	IN	<OUT>		
1. General Fund	$ 4,623,209	$ 3,709,053	$ 1,798,718	Primary: $ 72,404	$ 3,159,888	$	$	$ 593,699	$ 384,400	$ 5,239,309	$ 4,753,837
2. Special Revenue Funds	2,391,752	1,228,399	525,903	Secondary: 160,313	2,058,562			89,336	85,836	2,748,278	2,228,749
3. Debt Service Funds Available	163,000	160,079	156,335							156,335	156,513
4. Less: Amounts for Future Debt Retirement											
5. Total Debt Service Funds	163,000	160,079	156,335							156,335	156,513
6. Capital Projects Funds	254,900	36,185	42,482					380,900		423,382	423,382
7. Permanent Funds	11,770	13,263	227,487		11,785					239,272	11,785
8. Enterprise Funds Available	15,681,437	2,877,150	3,544,025		3,398,025	10,000,000		362,903	956,602	16,348,351	13,934,256
9. Less: Amounts for Future Debt Retirement											
10. Total Enterprise Funds	15,681,437	2,877,150	3,544,025		3,398,025	10,000,000		362,903	956,602	16,348,351	13,934,256
11. Internal Service Funds											
12. TOTAL ALL FUNDS	$ 23,136,068	$ 8,024,134	$ 6,294,950	$ 232,717	$ 8,627,260	$ 10,000,000	$	$ 1,406,838	$ 1,406,838	$ 25,154,927	$ 21,518,522

EXPENDITURE LIMITATION COMPARISON

	2013	2014
1. Budgeted expenditures/expenses	$ 23,136,068	$ 21,518,522
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	23,136,068	21,518,522
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	$ 23,136,068	$ 21,518,522
6. EEC or voter-approved alternative expenditure limitation	$ 36,424,294	$ 36,859,494

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts in this column represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

CITY OF WILLCOX
Tax Levy and Tax Rate Information
Fiscal Year 2014

	2013	2014
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$ 72,443	$ 72,404
2. Amount received from primary property taxation in the **current year** in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$	
3. Property tax levy amounts		
A. Primary property taxes	$ 72,443	$ 72,404
B. Secondary property taxes	157,300	160,313
C. Total property tax levy amounts	$ 229,743	$ 232,717
4. Property taxes collected*		
A. Primary property taxes		
(1) **Current** year's levy	$ 71,001	
(2) Prior years' levies	3,485	
(3) Total primary property taxes	$ 74,486	
B. Secondary property taxes		
(1) **Current** year's levy	$ 156,486	
(2) Prior years' levies	7,518	
(3) Total secondary property taxes	$ 164,004	
C. Total property taxes collected	$ 238,490	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	0.3196	0.3306
(2) Secondary property tax rate	0.6867	0.7277
(3) Total city/town tax rate	1.0063	1.0583

B. Special assessment district tax rates

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating no special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

CITY OF WILLCOX
Revenues Other Than Property Taxes
Fiscal Year 2014

SOURCE OF REVENUES	ESTIMATED REVENUES 2013	ACTUAL REVENUES* 2013	ESTIMATED REVENUES 2014
GENERAL FUND			
Local taxes			
City Sales Tax	$ 1,516,845	$ 1,486,522	$ 1,562,350
Occupancy Tax	160,000	142,963	160,000
Law Agency Tax	300	1,462	725
Licenses and permits			
Franchise Fees	110,000	156,458	134,000
Licenses and Permits	201,237	209,068	211,150
Intergovernmental			
State - Sales and Income Tax	682,188	668,390	743,782
County - Auto In Lieu	150,000	152,478	172,757
County Contribution - Humane	28,669	28,669	28,669
Charges for services			
Services	32,200	35,488	32,500
Fines and forfeits			
Court Fines	1,000	2,320	1,000
Library Fines	5,000	6,034	5,500
Interest on Investments			
Interest Income	20,000	27,720	16,607
Contributions			
Voluntary contributions			
Miscellaneous			
Miscellaneous	131,694	56,738	77,218
Rents	23,600	9,951	12,630
Sale of property		189,576	
Total General Fund	$ 3,062,733	$ 3,173,837	$ 3,158,888
SPECIAL REVENUE FUNDS			
HURF - City Sales Tax	$ 745,259	$ 753,427	$ 772,836
HURF Revenue	239,091	235,274	251,065
Interest Income	1,000	5,706	4,186
Miscellaneous			
	$ 985,350	$ 994,407	$ 1,028,087
Grants	$ 1,162,023	$ 279,828	$ 974,505
Other	58,970	49,949	55,970
	$ 1,220,993	$ 329,777	$ 1,030,475
Total Special Revenue Funds	$ 2,206,343	$ 1,324,184	$ 2,058,562

CITY OF WILLCOX
Revenues Other Than Property Taxes
Fiscal Year 2014

SOURCE OF REVENUES	ESTIMATED REVENUES 2013	ACTUAL REVENUES* 2013	ESTIMATED REVENUES 2014
DEBT SERVICE FUNDS			
	$	$	$
Total Debt Service Funds	$	$	$
CAPITAL PROJECTS FUNDS			
Repair and Demolition	$ 100,000	$	$
Interest Income		32	
Grant Revenue		14,208	
Total Capital Projects Funds	$ 100,000	$ 14,240	$
PERMANENT FUNDS			
Magistrate Court	$ 9,370	$ 11,717	$ 4,735
Firemen's Pension Fund	7,050	4,624	7,050
Total Permanent Funds	$ 16,420	$ 16,341	$ 11,785
ENTERPRISE FUNDS			
Gas Fund	$ 1,294,173	$ 856,163	$ 1,307,948
Water Fund	778,089	635,974	672,294
Sewer Fund	755,491	842,676	753,861
Refuse Fund	668,654	618,003	663,922
Total Enterprise Funds	$ 3,496,407	$ 2,952,816	$ 3,398,025
TOTAL ALL FUNDS	$ 8,881,903	$ 7,481,418	$ 8,627,260

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF WILLCOX
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2014

FUND	OTHER FINANCING 2014 SOURCES	OTHER FINANCING 2014 <USES>	INTERFUND TRANSFERS 2014 IN	INTERFUND TRANSFERS 2014 <OUT>
GENERAL FUND				
Administrative Charges	$	$	$ 593,699	$
Capital Improvements				384,400
Total General Fund	$	$	$ 593,699	$ 384,400
SPECIAL REVENUE FUNDS				
HURF Fund Capital	$	$	$ 65,836	$ 65,836
Special Revenue funds			3,500	
Total Special Revenue Funds	$	$	$ 69,336	$ 65,836
DEBT SERVICE FUNDS				
	$	$	$	$
Total Debt Service Funds	$	$	$	$
CAPITAL PROJECTS FUNDS				
Capital Projects	$	$	$ 380,900	$
Total Capital Projects Funds	$	$	$ 380,900	$
PERMANENT FUNDS				
	$	$	$	$
Total Permanent Funds	$	$	$	$
ENTERPRISE FUNDS				
Gas Fund - Admin - Capital	$	$	$ 130,089	$ 346,084
Water Fund - Admin - Capitl			165,447	281,500
Sewer Fund - Financing - Admin - Capital	10,000,000		67,367	188,852
Refuse Fund - Admin Charge - GF Loan				140,166
Total Enterprise Funds	$ 10,000,000	$	$ 362,903	$ 956,602
TOTAL ALL FUNDS	$ 10,000,000	$	$ 1,406,838	$ 1,406,838

CITY OF WILLCOX
Expenditures/Expenses by Fund
Fiscal Year 2014

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2013	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2013	ACTUAL EXPENDITURES/ EXPENSES* 2013	BUDGETED EXPENDITURES/ EXPENSES 2014
GENERAL FUND				
General Government	$ 1,090,728	$	$ 944,827	$ 1,103,936
Community Programs	217,000		115,313	160,000
Public Safety	1,721,790		1,477,416	1,758,355
City Services	292,498		218,364	292,498
Public Works	1,072,793		921,839	1,054,648
Transfers to Capital Projects	228,400		31,299	384,400
Total General Fund	$ 4,623,209	$	$ 3,709,058	$ 4,753,837
SPECIAL REVENUE FUNDS				
Highway Users Fund	$ 1,048,678	$	$ 887,387	$ 1,110,453
Grants	1,172,344		281,483	974,505
Other	170,730		59,529	143,791
Total Special Revenue Funds	$ 2,391,752	$	$ 1,228,399	$ 2,228,749
DEBT SERVICE FUNDS				
Debt Service	$ 163,000	$	$ 160,079	$ 166,513
Total Debt Service Funds	$ 163,000	$	$ 160,079	$ 166,513
CAPITAL PROJECTS FUNDS				
Capital Improvement Projects	$ 164,900	$	$ 29,674	$ 123,382
Repair & Demolition Fund	100,000		6,511	300,000
Total Capital Projects Funds	$ 264,900	$	$ 36,185	$ 423,382
PERMANENT FUNDS				
Magistrate Court	$ 9,370	$	$ 10,239	$ 4,735
Firemen's Pension	2,400		3,024	7,050
Total Permanent Funds	$ 11,770	$	$ 13,263	$ 11,785
ENTERPRISE FUNDS				
Gas Fund	$ 1,384,684	$	$ 799,073	$ 1,527,162
Water Fund	794,174		673,553	921,944
Sewer Fund	12,833,098		788,133	10,821,228
Solid Waste/Refuse Fund	669,481		616,391	663,922
Total Enterprise Funds	$ 15,681,437	$	$ 2,877,150	$ 13,934,256
TOTAL ALL FUNDS	$ 23,136,068	$	$ 8,024,134	$ 21,518,522

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF WI[illegible]OX
Full-Time Employees and Personnel Compensation
Fiscal Year 2014

FUND	Full-Time Equivalent (FTE) 2014	Employee Salaries and Hourly Costs 2014	Retirement Costs 2014	Healthcare Costs 2014	Other Benefit Costs 2014	Total Estimated Personnel Compensation 2014
GENERAL FUND	85	$ 1,933,025	$ 305,986	$ 335,115	$ 238,843	= $ 2,812,969
SPECIAL REVENUE FUNDS						
STREETS	8	$ 221,401	$ 25,147	$ 45,475	$ 51,592	= $ 343,615
Total Special Revenue Funds	8	$ 221,401	$ 25,147	$ 45,475	$ 51,592	= $ 343,615
DEBT SERVICE FUNDS						
Total Debt Service Funds		$	$	$	$	= $
CAPITAL PROJECTS FUNDS						
Total Capital Projects Funds		$	$	$	$	= $
PERMANENT FUNDS						
MAGISTRATE COURT	1	$ 27,068	$	$	$ 2,319	= $ 29,387
Total Permanent Funds	1	$ 27,068	$	$	$ 2,319	= $ 29,387
ENTERPRISE FUNDS						
GAS FUND	3	$ 101,660	$ 11,732	$ 23,609	$ 13,421	= $ 150,422
WATER FUND	4	136,000	15,694	32,969	18,935	203,598
SEWER FUND	3	108,848	12,561	23,609	14,980	159,998
Total Enterprise Funds	10	$ 346,508	$ 39,987	$ 80,187	$ 47,336	= $ 514,018
TOTAL ALL FUNDS	104	$ 2,528,002	$ 371,120	$ 460,777	$ 340,090	= $ 3,699,989

SCHEDULE G

THG 3

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2013-47

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, "CITY", FOR THE PURPOSE OF APPROVING THE EMPLOYMENT AGREEMENT WITH TEDMOND J. SOLTIS; APPOINTING TEDMOND J. SOLTIS TO THE POSITION OF CITY MANAGER; AUTHORIZING THE MAYOR TO EXECUTE THE EMPLOYMENT AGREEMENT AS PRESENTED AND THIS RESOLUTION; AND DECLARING AN EMERGENCY TO EXIST.

WHEREAS, the CITY is empowered pursuant to Title 9, A.R.S. §9-271(3), §9-303, §9-499.01, to create the office of City Manager and further, pursuant to Title I, Chapter 7, Article A, Section 1-7A-2 of the Willcox City Code, to appoint a person to serve in such position as City Manager; and,

WHEREAS, CITY and Tedmond J. Soltis have negotiated the terms and conditions of his employment as City Manager and said terms and conditions of such employment are set forth in the Employment Agreement, attached hereto and by reference, incorporated herein as Exhibit "A"; and,

WHEREAS, CITY desires to appoint Tedmond J. Soltis as City Manager with his employment to begin on July 1, 2013 and shall set his gross annual salary at $90,000.00 per year; and,

WHEREAS, the Mayor and City Council of the City of Willcox desire to have this Resolution presented at its July 1, 2013 Council Meeting for the purpose of approving the appointment and the Mayor and Council have determined that formal action on this Resolution is in the best interest of the CITY, its citizens and its municipal system; and,

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 approve the terms and conditions of employment for Tedmond J. Soltis, as City Manager for the City of Willcox, as set forth in the Employment Agreement, attached hereto and by reference incorporated herein as Exhibit "A";

SECTION 2: The Mayor and City Council hereby appoint Tedmond J. Soltis as City Manager effective July 1, 2013;

SECTION 3: The Mayor is authorized and empowered to execute Soltis' Employment Agreement, attached hereto and by reference incorporated herein as Exhibit "A", as presented; and,

SECTION 4: The Mayor is authorized and empowered to execute the Resolution as presented; and,

SECTION 5: That the immediate operation of the provisions of this Resolution are necessary for the preservation of the public peace, health and safety, therefore 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 1th day of July, 2013.

APPROVED/EXECUTED

_____

ROBERT A. IRVIN, MAYOR

ATTEST:

_____

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

_____

ANN P. ROBERTS, City Attorney

RESOLUTION 2013-47

CITY OF WILLCOX **CONTRACT:** CITY MANAGER **APPOINTEE:** TEDMOND J. SOLTIS **AMOUNT:** $90,000.00 per year **CONTRACT PERIOD:** July 1, 2013 through June 30, 2016	(STAMP HERE)

CITY MANAGER EMPLOYMENT AGREEMENT

TABLE OF CONTENTS

Employment Agreement

This Agreement, made and entered into this 17th day of June, 2013, by and between the **CITY OF WILLCOX**, Arizona, an Arizona body politic, hereinafter referred to as "City", and **TEDMOND J. SOLTIS**, hereinafter referred to as "Manager", acting in his individual capacity, both of whom agree as follows:

Section 1: Term

The duration of Manager's employment as City Manager shall be three (3) years from the date of formal City Council approval of this Agreement. Thereafter, upon reaffirmation of Manager's employment as City Manager by a majority of the then elected Council, said agreement shall be renewed upon the terms and conditions negotiated by and between the Mayor and City Council and Manager.

Section 2: Duties and Authority

City agrees to employ TEDMOND J. SOLTIS as City Manager to perform the functions and duties specified in the applicable Arizona Revised Statutes, including but not limited to Arizona Revised Statues §9-303, the Code of the City of Willcox, and to perform other legally permissible and proper duties and functions as directed by the Mayor and City Council.

Section 3: Compensation

A. Base Salary: City agrees to pay Manager an annual base salary of Ninety Thousand ($90,000.00) Dollars, payable in installments at the same time that the other employees of the City are paid.

B. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the City's compensation policies. The City agrees that consideration shall be given on an annual basis to increase the compensation of the Manager dependent upon the results of a formal performance evaluation conducted under the provisions of Section 12 of this Agreement.

C. At a minimum, City agrees to increase the compensation each year by the minimum increase or cost of living, if any, granted to other employees of the City.

Section 4: Health, Disability and State Retirement Insurance Benefits

The City agrees to provide Manager and his dependents all of the benefits accruing to regular City employees, including but not limited to, participation in the Arizona State Retirement System, holiday pay, vacation, sick leave, short term and long term disability coverage, and health and life insurance, in the same manner as provided for all other employees of the City of Willcox.

Section 5: Vacation and Sick Leave

A. Upon commencing employment, the Manager shall be credited with one hundred sixty (160) hours of annual vacation leave for the first year. Thereafter, the Manager shall accrue annual vacation leave at a rate of ten (10) hours per month, which amounts to 4.62 hours per pay period. The Manager must complete three (3) months of employment prior to using any vacation time without approval of the Mayor.

B. The Manager shall accrue sick leave in the same manner as provided for all other employees of the City of Willcox.

C. The Manager is entitled to accrue all unused leave, subject to personnel policy limits. In the event the Manager's employment is terminated, either voluntarily or involuntarily, the Manager shall be compensated for all accrued vacation time to date subject to personnel policy limits.

Section 6: Automobile and Telephone

City shall provide Manager with an automobile, provided at the City's cost, with such vehicle to be used exclusively for City business by Manager. The City shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the purchase (or lease), operation, maintenance, repair, and regular replacement of a full-size automobile. City shall provide Manager with a cellular telephone, provided at the City's cost.

Section 7: Retirement

The City agrees to enroll the Manager into the applicable state retirement system and to make the appropriate City contributions.

Section 8: General Business Expenses

A. City agrees to budget for and to pay for professional dues and subscriptions of the Manager necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Manager's continued professional participation, growth, and advancement, and for the good of the City.

B. City agrees to budget for and to pay for travel and subsistence expenses of Manager for professional and official travel, meetings, and occasions to adequately continue the professional development of Manager and to pursue necessary official functions for City, including but not limited to the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Manager serves as a member.

C. City also agrees to budget for and to pay for travel and subsistence expenses of Manager for short courses, institutes, and seminars that are necessary for the Manager's professional development and for the good of the City with pre-approval by the City Council.

D. City recognizes that certain expenses of a non-personal but job related nature are incurred by Manager, and agrees to reimburse or to pay said general expenses. The City Clerk is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

E. The City acknowledges the value of having Manager participate and be directly involved in local civic clubs or organizations. Accordingly, City shall pay for the reasonable membership fees and/or dues to enable the Manager to become an active member in local civic clubs or organizations.

F. Manager shall be provided with an office with all necessary modern equipment to function as City Manager.

Section 9: Termination

For the purpose of this agreement, termination shall occur when:

A. The majority of the governing body votes to terminate the Manager at a duly authorized public meeting pursuant to Arizona Revised Statutes §9-303(C) and the City Code.

B. If the City, citizens or legislature acts to amend any provisions of the code, pertaining to the role, powers, duties, authority, responsibilities of the Manager's position that substantially changes the form of government, the Manager shall have the right to declare that such amendments constitute termination.

C. If the City reduces the base salary, compensation or any other financial benefit of the Manager, unless applied in no greater percentage than the average reduction of all department heads; such action shall constitute a breach of this agreement and will be regarded as a termination.

D. If the Manager resigns following an offer of resignation made by the City as a result of a majority vote of the City Council to accept resignation, then the Manager may declare a termination as of the date of the suggestion.

E. Breach of contract declared by either party with a thirty (30) day cure period for either Employee or City. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 18.

Section 10: Severance

A. Severance shall be paid to the Manager when employment is terminated as defined in Section 9.

B. If the Manager is terminated, the Employer shall provide a maximum severance payment equal to six months (6) months' salary at the current rate of pay and Manager shall also be compensated for all accrued vacation time. This severance shall be paid in a lump sum unless otherwise agreed to by the City and the Manager.

C. For a maximum period of six months (6) months following termination, the City shall pay the cost to continue health insurance for the employee and all dependents.

D. In the event that the Manager is terminated for the conviction of a felony, City is not obligated to pay severance under the terms of this Agreement.

Section 11: Resignation

In the event that the Manager voluntarily resigns his position with the City, the Manager shall provide a minimum of ninety (90) days notice unless the parties agree otherwise and the Manager shall not be entitled to any severance payment as set forth in Section 10.

Section 12: Performance Evaluation

City shall annually provide a written performance review of the Manager to be completed on or before December 15th of each year, subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the City and Manager. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Manager within thirty (30) days of the evaluation meeting.

Section 13: Hours of Work

A. Manager shall be required to maintain office hours at City Hall from 8:00 a.m. until 5:00 p.m. with one (1) hour provided for lunch, taking exception for absences during which City Manager is conducting business outside of City Hall.

B. As a requirement of Manager's salaried position, Manager shall be required to attend City Council Meetings, Work Sessions and other functions requiring representation of behalf of the City of Willcox beyond the business day subject to approved absences by the Mayor.

C. City recognizes that the Manager must devote a great deal of time outside the normal office hours on business for the City, and to that end Manager shall be entitled to elect appropriate compensatory time off during normal working hours subject to the Mayor's approval.

Section 14: Outside Activities

The employment provided for by this Agreement shall be the Manager's sole employment unless exception is made by the City Council upon application by the Manager, with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

Section 15: Moving and Relocation Expenses

A. Manager agrees to establish residence within the corporate boundaries of the local government, within three (3) months of employment, and thereafter to maintain residence within the corporate boundaries of the local government.

B. City shall pay up to a sum of Five Thousand ($5,000.00) Dollars to the Manager to cover relocation costs. Relocation costs shall be reimbursed when receipts are submitted to the City Clerk by Manager. Relocation costs shall include the expenses of moving Manager and his family and personal property from Kremmling, Colorado to Arizona. Said moving expenses include packing, moving, unpacking, and actual lodging and meal expenses for his family en route from Kremmling, Colorado to Willcox, Arizona, and mileage costs for moving two personal automobiles at the current IRS allowable rate per mile.

C. City shall also reimburse Manager for air fares and interim housing related to the transition and relocation process provided total relocation and interim housing costs do not exceed Five Thousand ($5,000.00).

D. In the event that Manager should resign prior to one (1) year of employment, Manager hereby agrees to reimburse City for all paid relocation fees and interim housing costs.

Section 16: Indemnification

Beyond that required under Federal, State or Local Law, City shall defend, save harmless and indemnify Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Manager's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The City shall indemnify Manager against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and

expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Manager in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this Section, to be available.

Section 17: Other Terms and Conditions of Employment

The City, only upon agreement with Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, or any other law.

Section 18: Notices

A. Notice pursuant to this Agreement shall be given by depositing the same in the custody of the United States Postal Service, postage prepaid, to the addresses listed on the signature page for the City and Manager.

B. Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 19: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the City and the Manager relating to the employment of the Manager by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the City and the Manager as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on July 1, 2013.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Dated this _____ day of June, 2013.

_____
TEDMOND J. SOLTIS

Formally approved by the Mayor and City Council this _____ day of July, 2013.

_____
ROBERT A. IRVIN, MAYOR

ATTEST:

_____
VIRGINIA A. MEFFORD, CITY CLERK

APPROVED AS TO FORM:

_____
ANN P. ROBERTS, CITY ATTORNEY

Address for notification purposes:

CITY OF WILLCOX
101 S Railroad Ave Suite B
Willcox, Arizona 85643
(520) 384-4271

TEDMOND J. SOLTIS
_____
_____
_____

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2013-17
(Amended)

AMENDED RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, ARIZONA, APPROVING THE REQUEST FOR A TWO YEAR EXTENSION OF THE LOAN AGREEMENT WITH THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA (WIFA); DIRECTING THE EXECUTION AND DELIVERY OF SUCH REQUEST TO THE WIFA BOARD AND ANY OTHER SUPPORTING DOCUMENTATION IN CONNECTION THEREWITH; AUTHORIZING CITY ADMINISTRATORS AND STAFF TO EXECUTE ALL DOCUMENTATION AND TAKE ALL NECESSARY ACTION TO IMPLEMENT THE LOAN EXTENSION AND DIRECTING THE MAYOR TO EXECUTE THIS RESOLUTION AS PRESENTED.

WHEREAS, pursuant to authority of Title 9, Article 5, Arizona Revised Statutes, the City of Willcox, Arizona ("CITY") operates a sewer system ("System"); and,

WHEREAS, pursuant to authority of Resolution No. 2010-92, adopted by the Mayor and Council on August 30, 2010, the CITY approved a One Million ($1,000,000.00) line of credit from the Water Infrastructure Finance Authority of Arizona (WIFA") pursuant to Section 9-571, Arizona Revised Statutes, for the purpose of construction of CITY'S Wastewater Treatment Facility and said line of credit was originally for a period of three (3) years with a closing date of July 1, 2013; and,

WHEREAS, due to delays in the construction of the CITY'S Wastewater Treatment Facility, construction of the facility is not scheduled to begin until May of 2014 and as such, it would be in the best interest of the CITY if the closing date on the approved a One Million ($1,000,000.00) line of credit were extended for an additional two (2) years scheduling the new closing date as July 1, 2015; and,

WHEREAS, if such extension request is granted by WIFA, CITY anticipates that permanent financing will be secured by loans and/or grants from the United States Department of Agriculture – Rural Development and/or the Boarder Environmental Cooperation Commission upon completion of the Wastewater Treatment Facility repaying all debt from the WIFA line of credit; and,

WHEREAS, the Mayor and City Council believed that requesting an extension on the line of credit from WIFA was in the best interest of the citizens of the City of Willcox and this item was originally presented for consideration and approved by the

Mayor and City Council at their Regular Council Meeting scheduled for April 1, 2013; and,

WHEREAS, additional specific language granting the authority to implement the loan extension to City administrators and staff has been required by WIFA therefore, this Resolution is being amended to include such language and presented for consideration and approval by the Mayor and City Council at their regular Council Meeting scheduled for July 1, 2013.

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 for the CITY to request an extension to the WIFA Loan Agreement until July 1, 2015, providing for financing of the Wastewater Treatment Facility, all of which is found in furtherance of the purposes of the City, its citizens and in the public interest; and,

SECTION 2: CITY Administrators and staff are authorized and directed to submit to the WIFA Board a letter requesting an extension to the WIFA Loan Agreement until July 1, 2015; and,

SECTION 3: CITY Administrators and staff are authorized and directed to execute all documentation and take any necessary action required to implement such extension to the WIFA Loan Agreement until July 1, 2015; and,

SECTION 4: The Mayor is authorized and empowered to execute the Resolution as presented.

PASSED AND ADOPTED AS AMENDED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 1st day of July, 2013.

APPROVED/EXECUTED:

_____

ROBERT A. IRVIN, MAYOR

ATTEST:

_____

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

_____

ANN P. ROBERTS, City Attorney

Original Resolution passed and adopted on April 4, 2013 and the Amended Resolution was presented for consideration by the Mayor and Council on July 1, 2013.

CERTIFICATE

I, Virginia A. Mefford, the duly appointed City Clerk of the City of Willcox, Arizona, do hereby certify that the above and foregoing Amended Resolution No. 2013-17 was duly passed and adopted by the Mayor and Council of the City of Willcox, Arizona, at a regular meeting held on July 1, 2013, and the vote was ___ yes and ___ nays and that the Mayor and all Council Members were present there at.

VIRGINIA A. MEFFORD, City Clerk
City of Willcox, Arizona

CITY OF WILLCOX
Request for Council Action

Agenda Item: 10
Tab Number: 4
Date: 7-1-2013

Date Submitted:
June 17, 2013
Date Requested:
July 1, 2013

Action:
___ **Resolution**
___ **Ordinance**
___ **Formal**
X **Other**

Subject: The Chiricahuaa Trails Fire Department would like fees waived for a fundraising event at the Community Center.

To: **Honorable Mayor and City Council**

From: Public Services and Works, Streets Section

Discussion: The Chiricahua Trails Volunteer Fire Department is requesting the waiver of fees for a fundraiser/flea market on July 19th and 20th from 7:00 am until 5:00 pm at the Community Center.

Recommendation: Staff recommends that the Mayor and Council grant permission for the waiver of fees. The Fire Department is trying to raise funds to purchase new equipment.

Fiscal Impact: 200.00

Prepared By: Kate Schwartz
Kate Schwartz, Public Works

Approved By: _____
John Bowen, Director Public Works

Approved By: _____
Pat McCourt, City Manager

CITY OF WILCOX, GREENLEE COUNTY, ARIZONA
Facilities Use Agreement

This Agreement made this 31st day of May, 2013 between Chiricahua Fire Dept (PARTICIPANT) and the City of Willcox through the City Public Works Department ("CITY") for the use of the City owned facilities by a private organization.

ARTICLE I --- TERM OF AGREEMENT:

The term of this agreement shall be July 12, 20___, through July 13, 20___, unless earlier terminated by either party.

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

700 am (start time) 500 pm (end time)

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

ARTICLE II --- CITY OWNED FACILITIES:

This agreement shall be for the use of Community Bldg (facility and area/s),

to be used for Fund RAISER - Flea market (type of event)

to be used by Chiricahua Trails Volunteer Fire Dept (example: public, family, friends)

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

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

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

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

ARTICLE III --- INDEMNIFICATION AND INSURANCE

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

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

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

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

ARTICLE IV — MISC. PROVISIONS:

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

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

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

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

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

If to the PARTICIPANT:

Name: Alvin Levine

E-Mail Address: Chiricahuatrailsfire@Gmail.com

Organization: Chiricahua Trails Volunteer Fire Dept

Contact Phone Number(s): (520) 253 0339 (520) 384 5784

Mailing Address: 6475 S. Jefferds TRS Willcox 85643
City State Zip Code

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

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

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

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

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

Signature

5-31-13
Date

Oscar Hudson
Printed Name

Facilities & Parks Supervisor
Title

PARTICIPANT

Chief
Signature

5-31-13
Date

Al Levine
Printed Name

Title

Attachment "A"

Community Center Checklist

The City of Willcox Facilities & Maintenance section of Public Services & Works will perform the following:

General

- ☐ ☐ Issue 25 Tables (18 - 4 x 8, 9 -- 4 x 4 - available).
- ☐ ☐ Issue 40 Chairs (100 – folding, 32 – padded - available).
- ☐ ☐ Review Restroom Cleaning Requirements.
- ☐ ☐ Review Operation of Lighting.
- ☐ ☐ Review Operation of Heating & AC.
- ☐ ☐ Review Cleaning Requirements.

Ballroom

- ☐ ☐ Provide AG1 Key.

Dining Room

- ☐ ☐ Provide AG___ Key.

Lounge

- ☐ ☐ Provide AG4 Key.

Kitchen

- ☐ ☐ Provide AG5 Key.
- ☐ ☐ Review Operation of Lighting.
- ☐ ☐ Review Operation of Range.
- ☐ ☐ Review Operation of Range Hood.
- ☐ ☐ Review Operation of Ansul System.
- ☐ ☐ Review Operation of Dishwasher.
- ☐ ☐ Review Operation of Refrigerator.
- ☐ ☐ Review Operation of Freezer.
- ☐ ☐ Review Operation of Warmer.
- ☐ ☐ Review Operation of Ice Maker.
- ☐ ☐ Review Cleaning Requirements.

Sound System

- ☐ ☐ Issue Sound Room "X" Key.
- ☐ ☐ Review Operation of Sound System.

Unless otherwise specified trash cans are emptied, restrooms are cleaned and restocked on a daily basis during weekdays.

Arrangements for additional tasks may be requested by speaking with the Facilities and Maintenance Supervisor or the Public Services & Works Director.

Special Arrangements:

_____

_____

_____

_____

_____

_____

The "Participant" is responsible for establishing control of the area(s) requested for use.
The City of Willcox is not responsible for loss due to acts of God or vandalism or by actions of others not affiliated with the City of Willcox.

Attachment "B"

Community Center Checklist

The Participant agrees to perform the following tasks:

General

- ☐ ☐ Verify Count of Tables Issued.
- ☐ ☐ Verify Count of Chairs Issued.
- ☐ ☐ Obtain appropriate keys one business day prior to the event by 3:30 P.M.
- ☐ ☐ Return keys within two (2) business days of event conclusion.
- ☐ ☐ Fold Tables and Place along N Wall of Ballroom.
- ☐ ☐ Fold Chairs and Place along N wall of Ballroom.
- ☐ ☐ Fold Tables and Place on W Wall of Lounge.
- ☐ ☐ Fold Chairs and Place on W Wall of Lounge.
- ☐ ☐ Fold Tables and Place on N Wall of Dining Room.
- ☐ ☐ Fold Chairs and Place on N Wall of Dining Room.

Vendor(s)

- ☐ ☐ Request to waive requirement for all vendors to have individual permits.

Cleaning

Cleaning consists of removing decorations, sweeping and mopping and tying up garbage bags and place in dumpster. All areas should be left in the same or better condition as received.

- ☐ ☐ Clean Restrooms
- ☐ ☐ Clean Kitchen
- ☐ ☐ Clean Ballroom
- ☐ ☐ Clean Dining Room
- ☐ ☐ Clean Lounge
- ☐ ☐ Clean Stage Area

If Serving Alcohol

- ~~☐ ☐ Obtain Special Event Liquor License with the Arizona Department of Liquor.~~
- ~~☐ ☐ Provide Liquor Liability Insurance in the amount of $1,000,000 naming the City of Willcox as additionally insured.~~
- ~~☐ ☐ Provide Security approved by Willcox Public Safety Department.~~

Waive Vendor fees

- If your event includes decoration the facility please keep in mind that any damage from placing or removal may result in surrendering deposits.
- It is the responsibility of the Participant to verify that all furnishings included in the reservation agreement are in place and in good repair at the conclusion of the event. Replacement cost for missing or damaged items will be based on current replacement cost. Restitution must be made within five (5) business days of the event.
- All equipment or personal items belonging to the "Participant" shall be removed by 8:00 a.m. on the day following the event or additional rental fees may be charged.
- Premises shall be left clean and in good repair or deposit will be surrendered. Others charges may be assessed if significant damage occurs.
- City of Willcox officials reserve the right to enter / inspect the premises during the event.
- The "Participant" is responsible for establishing control of the area(s) requested for use. The City of Willcox is not responsible for loss due to acts of God or vandalism or by actions of others not affiliated with the City of Willcox.

Contact information:

Public Services & Works ---------- 766-4213
Facilities & Park Maintenance --------- 507-0442
On-call ---------- 766-2701

Attachment "C"
Community Center Fee Schedule

Deposit and Rental Fees

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

	Fee Description	Fee Amount	Number of Days	Subtotal	Cash Rec'd.	Check#	Rcpt. #
X	Reservation Fee	$50.00		$50.00			
X	Cleaning and Damage Deposit	$150.00		$150.00			
	Main Hall	$150.00					
	Fireplace Room	$40.00					
	Dining Room	$40.00					
	Kitchen	$80.00					
	Main Hall & Fireplace Room	$170.00					
	Main Hall & Dining Room	$170.00					
	Main Hall & Kitchen	$190.00					
	Main Hall, Fireplace Room & Kitchen	$210.00					
	Main Hall, Dining Room & Kitchen	$210.00					
	Main Hall, Fireplace Room & Dining Room	$190.00					
	Main Hall, Fireplace Room, Dining Room & Kitchen	$230.00					
	Fireplace Room & Dining Room	$60.00					
	Fireplace Room & Kitchen	$60.00					
	Fireplace Room, Dining Room & Kitchen	$120.00					
	Dining Room & Kitchen	$100.00					
*	Public Event Fees are waived						
*	Community Event		Divide by 2				
			Total Fees Due				

- Request to waive fees through City Council. YES
- ~~The City of Willcox reserves the right to refuse reservations.~~
- Must be at least 21 years of age to reserve the facilities.
- Participant may reserve one (1) day prior to the event to set up for the event without an additional charge for the day providing another event is not already scheduled.
- Under normal circumstances; fees and certificate of insurance must be remitted ten (10) days prior to the scheduled use.
- All fees must be paid prior to the issuance of keys.
- Cancellation of reservation within five (5) days of the activity will result in surrender of ½ of rental fees.
- Returned checks are subject to a twenty-five dollar ($25.00) fee.
- *Unless these are profit making events.

request all fees are waived

Condition Verification

I have inspected the condition of the facilities specified under this agreement and have found them to be in ____ Satisfactory ____ Unsatisfactory condition.

I recommend that ____All ____ None ____ Other____ of the deposit be returned.

____Significant damage has occurred directly related to this event.

Damages are estimated to cost _____ which must be remitted within five (5) days.

CITY OF WILLCOX
Request for Council Action

Agenda Item: 11
Tab Number: 5
Date: 7-1-2013

Date Submitted:
June 12, 2013
Date Requested:
July 1, 2013

Action:
___**Resolution**
___**Ordinance**
___ **Formal**
_X_**Other**

Subject:
Waiver of vendor permits.

To: Honorable Mayor and City Council

From: John Bowen, Director, of Public Services and Works

Discussion: The Chiricahua Trail Volunteer Fire Department is requesting to waive the requirement for all vendors to have individual permits for an event on July 12th and July 13th, 2013 from 7:00 am until 5:00 pm at the Community Center.

Recommendation: Staff recommends that the Mayor and Council require vendors to have business permits to insure all vendors pay appropriate fees.

Fiscal Impact: $0.00

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

Approved By: _____
John Bowen, Director, Public Services and Works

Approved By: _____
Pat McCourt, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA
Facilities Use Agreement

This Agreement made this 31st day of May, 2013 between Chiricahua Fire Dept ("PARTICIPANT") and the City of Willcox through the City Public Works Department ("CITY") for the use of the City owned facilities by a private organization.

ARTICLE I --- TERM OF AGREEMENT:

The term of this agreement shall be July 12, 20___, through July 13 20___, unless earlier terminated by either party.

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

700 am (start time) 500 pm (end time)

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

ARTICLE II --- CITY OWNED FACILITIES:

This agreement shall be for the use of Community Bldg (facility and area/s),

to be used for FUND RAISER - Flea market (type of event)

to be used by Chiricahua Trails Volunteer Fire Dept. (example: public, family, friends)

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

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

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

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

ARTICLE III --- INDEMNIFICATION AND INSURANCE

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

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

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

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

ARTICLE IV — MISC. PROVISIONS:

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

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

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

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

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

If to the PARTICIPANT:

Name: Alvin Levine

E-Mail Address: ChiricahuaTrailsFire@GMail.com

Organization: Chiricahua Trails Volunteer Fire Dept

Contact Phone Number(s): (520) 253 0339 (520) 384 5784

Mailing Address: 6475 S. Jefferds Trs Willcox 85643
City State Zip Code

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

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

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

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

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

Signature

5-31-13
Date

Oscar Hudson
Printed Name

Facilities & Parks Supervisor
Title

PARTICIPANT

Chief
Signature

5-31-13
Date

Al Levine
Printed Name

Title

Attachment "A"

Community Center Checklist

The City of Willcox Facilities & Maintenance section of Public Services & Works will perform the following:

General

- ☐ ☐ Issue 25 Tables (18 - 4 x 8, 9 – 4 x 4 - available).
- ☐ ☐ Issue 40 Chairs (100 – folding, 32 – padded - available).
- ☐ ☐ Review Restroom Cleaning Requirements.
- ☐ ☐ Review Operation of Lighting.
- ☐ ☐ Review Operation of Heating & AC.
- ☐ ☐ Review Cleaning Requirements.

Ballroom

- ☐ ☐ Provide AG1 Key.

Dining Room

- ☐ ☐ Provide AG___ Key.

Lounge

- ☐ ☐ Provide AG4 Key.

Kitchen

- ☐ ☐ Provide AG5 Key.
- ☐ ☐ Review Operation of Lighting.
- ☐ ☐ Review Operation of Range.
- ☐ ☐ Review Operation of Range Hood.
- ☐ ☐ Review Operation of Ansul System.
- ☐ ☐ Review Operation of Dishwasher.
- ☐ ☐ Review Operation of Refrigerator.
- ☐ ☐ Review Operation of Freezer.
- ☐ ☐ Review Operation of Warmer.
- ☐ ☐ Review Operation of Ice Maker.
- ☐ ☐ Review Cleaning Requirements.

Sound System

- ☐ ☐ Issue Sound Room "X" Key.
- ☐ ☐ Review Operation of Sound System.

Unless otherwise specified trash cans are emptied, restrooms are cleaned and restocked on a daily basis during weekdays.

Arrangements for additional tasks may be requested by speaking with the Facilities and Maintenance Supervisor or the Public Services & Works Director.

Special Arrangements:

_____

_____

_____

_____

_____

_____

The "Participant" is responsible for establishing control of the area(s) requested for use.
The City of Willcox is not responsible for loss due to acts of God or vandalism or by actions of others not affiliated with the City of Willcox.

Attachment "B"

Community Center Checklist

The Participant agrees to perform the following tasks:

General

- ☐ ☐ Verify Count of Tables Issued.
- ☐ ☐ Verify Count of Chairs Issued.
- ☐ ☐ Obtain appropriate keys one business day prior to the event by 3:30 P.M.
- ☐ ☐ Return keys within two (2) business days of event conclusion.
- ☐ ☐ Fold Tables and Place along N Wall of Ballroom.
- ☐ ☐ Fold Chairs and Place along N wall of Ballroom.
- ☐ ☐ Fold Tables and Place on W Wall of Lounge.
- ☐ ☐ Fold Chairs and Place on W Wall of Lounge.
- ☐ ☐ Fold Tables and Place on N Wall of Dining Room.
- ☐ ☐ Fold Chairs and Place on N Wall of Dining Room.

Vendor(s)

- ☐ ☐ Request to waive requirement for all vendors to have individual permits.

Cleaning

Cleaning consists of removing decorations, sweeping and mopping and tying up garbage bags and place in dumpster. All areas should be left in the same or better condition as received.

- ☐ ☐ Clean Restrooms
- ☐ ☐ Clean Kitchen
- ☐ ☐ Clean Ballroom
- ☐ ☐ Clean Dining Room
- ☐ ☐ Clean Lounge
- ☐ ☐ Clean Stage Area

If Serving Alcohol

- ~~☐ ☐ Obtain Special Event Liquor License with the Arizona Department of Liquor.~~
- ~~☐ ☐ Provide Liquor Liability Insurance in the amount of $1,000,000 naming the City of Willcox as additionally insured.~~
- ~~☐ ☐ Provide Security approved by Willcox Public Safety Department.~~

Waive Vendor fees

- If your event includes decoration the facility please keep in mind that any damage from placing or removal may result in surrendering deposits.
- It is the responsibility of the Participant to verify that all furnishings included in the reservation agreement are in place and in good repair at the conclusion of the event. Replacement cost for missing or damaged items will be based on current replacement cost. Restitution must be made within five (5) business days of the event.
- All equipment or personal items belonging to the "Participant" shall be removed by 8:00 a.m. on the day following the event or additional rental fees may be charged.
- Premises shall be left clean and in good repair or deposit will be surrendered. Others charges may be assessed if significant damage occurs.
- City of Willcox officials reserve the right to enter / inspect the premises during the event.
- The "Participant" is responsible for establishing control of the area(s) requested for use. The City of Willcox is not responsible for loss due to acts of God or vandalism or by actions of others not affiliated with the City of Willcox.

Contact information:

Public Services & Works ---------- 766-4213
Facilities & Park Maintenance ---------- 507-0442
On-call ---------- 766-2201

Attachment "C"
Community Center Fee Schedule

Deposit and Rental Fees

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

	Fee Description	Fee Amount	Number of Days	Subtotal	Cash Rec'd.	Check#	Rcpt. #
X	Reservation Fee	$50.00		$50.00			
X	Cleaning and Damage Deposit	$150.00		$150.00			
	Main Hall	$150.00	1				
	Fireplace Room	$40.00					
	Dining Room	$40.00					
	Kitchen	$80.00					
	Main Hall & Fireplace Room	$170.00					
	Main Hall & Dining Room	$170.00					
	Main Hall & Kitchen	$190.00					
	Main Hall, Fireplace Room & Kitchen	$210.00					
	Main Hall, Dining Room & Kitchen	$210.00					
	Main Hall, Fireplace Room & Dining Room	$190.00					
	Main Hall, Fireplace Room, Dining Room & Kitchen	$230.00					
	Fireplace Room & Dining Room	$60.00					
	Fireplace Room & Kitchen	$60.00					
	Fireplace Room, Dining Room & Kitchen	$120.00					
	Dining Room & Kitchen	$100.00					
*	Public Event Fees are waived						
*	Community Event		Divide by 2				
			Total Fees Due				

☒ request all fees are waived

- Request to waive fees through City Council. YES
- ~~The City of Willcox reserves the right to refuse reservations.~~
- Must be at least 21 years of age to reserve the facilities.
- Participant may reserve one (1) day prior to the event to set up for the event without an additional charge for the day providing another event is not already scheduled.
- Under normal circumstances; fees and certificate of insurance must be remitted ten (10) days prior to the scheduled use.
- All fees must be paid prior to the issuance of keys.
- Cancellation of reservation within five (5) days of the activity will result in surrender of ½ of rental fees.
- Returned checks are subject to a twenty-five dollar ($25.00) fee.
- *Unless these are profit making events.

Condition Verification

I have inspected the condition of the facilities specified under this agreement and have found them to be in _____ Satisfactor _____ Unsatisfactory condition.

I recommend that _____All _____ None _____ Other_____ of the deposit be returned.

_____Significant damage has occurred directly related to this event.

Damages are estimated to cost _____ which must be remitted within five (5) days.

CITY OF WILLCOX
Request for Council Action

Agenda Item: 12
Tab Number: 6
Date: 7-1-2013

Date Submitted:
June 17, 2013
Date Requested:
July 1, 2013

Action:
___ **Resolution**
___ **Ordinance**
___ **Formal**
X **Other**

Subject: Waiver of fees for the Willcox Chamber of Commerce.

To: **Honorable Mayor and City Council**

From: Public Services and Works, Streets Section

Discussion: The Willcox Chamber of Commerce and Agriculture is requesting the waiver of fees for the use of Railroad Park on August 31, 2013 from 7:30 am until 12:00 pm. The Chamber of Commerce and Agriculture is sponsoring a bike race and would like to use Railroad Park for the reception. All proceeds go to the Willcox schools scholarship program.

Recommendation: Staff recommends that the Mayor and Council grant permission for waiving the fees for Railroad Park.

Fiscal Impact: 50.00

Prepared By: Kate Schwartz
Kate Schwartz, Public Works

Approved By: _____
John Bowen, Director Public Works

Approved By: _____
Pat McCourt, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA
Facilities Use Agreement

This Agreement made this 29 day of MAY, 20 13 between Willcox Chamber of Commerce & Agriculture ("PARTICIPANT") and the City of Willcox through the City Public Works Department ("CITY") for the use of the City owned facilities by a private organization.

ARTICLE I --- TERM OF AGREEMENT:

The term of this agreement shall be 31 August, 20 13, through 1 September 20 13, unless earlier terminated by either party.

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

0730 (start time) 12pm NOON (end time)

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

ARTICLE II --- CITY OWNED FACILITIES:

This agreement shall be for the use of Rail Road Park (facility and area/s),

to be used for Magic Circle Bike Race Reception (type of event)

to be used by PUBLIC (example: public, family, friends).

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

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

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

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

ARTICLE III --- INDEMNIFICATION AND INSURANCE

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

SEVERABILITY

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

ENTIRE AGREEMENT

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

GOVERNING LAW

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

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

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

Signature

6-13-13
Date

Oscar Hudson
Printed Name

Facilities & Parks Supervisor
Title

PARTICIPANT

Signature

29 May, 2013
Date

Alan Baker
Printed Name

Executive Director
Title

Attachment "A"

Railroad Park

The City of Willcox Facilities & Maintenance section of Public Services & Works will perform the following:

- ☑ ☐ Discontinue Irrigation on 30 AUGUST, 2013
- ☑ ☐ Provide Electrical Key, Master 0873
- ☑ ☐ Provide Electrical Key, Ace CH ELEC M1
- ☑ ☐ Provide Electrical Key, Ace C0266

Unless otherwise specified trash cans are emptied, restrooms are cleaned and restocked on a daily basis during weekdays.

Arrangements for additional tasks may be requested by speaking with the Facilities and Maintenance Supervisor or the Public Services & Works Director.

Special Arrangements:

_____

_____

_____

_____

_____

_____

_____

[illegible] is [illegible]

Attachment "C"

Railroad Park Fee Schedule

Deposit and Rental Fees

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

	Fee Description	Fee Amount	Number of Days	Subtotal	Cash Rec'd.	Check#	Rept. #
X	Reservation Deposit	$50.00		$50.00			
			Total Fees Due				

☒ Request to waive fees through City Council. proceeds go to Small town, Big Dreams money goes to Willcox Schools scholarship program

- The City of Willcox reserves the right to refuse reservations.
- Must be at least 21 years of age to reserve facilities.
- Participant may reserve one (1) day prior to the event to set up for event without additional charge for the day providing another event is not already scheduled.
- Under normal circumstances; fees and certificate of insurance must be remitted ten (10) days prior to the scheduled use.
- All fees must be paid prior to the issuance of keys.
- Cancellation of reservation within five (5) days of the activity will result in surrender of $50.00 deposit and ½ of rental fees.
- Returned checks are subject to a twenty-five dollar ($25.00) fee.

Condition Verification

I have inspected the condition of the facilities specified under this agreement and have found them to be in _____ Satisfactory _____ Unsatisfactory condition.

I recommend that _____All _____ None _____ Other_____ of the deposit be returned.

_____Significant damage has occurred directly related to this event.

Damages are estimated to cost _____ which must be remitted within five (5) days.

_____ _____

City of Willcox Representative Signature Date

CITY OF WILLCOX
Request for Council Action

Agenda Item: 13
Tab Number: 7
Date: 7-1-2013

Date Submitted:
June 17, 2013
Date Requested:
July 1, 2013

Action:
___**Resolution**
___**Ordinance**
_X_ **Formal**
___ **Other**

Subject:
Rex Allen Days is requesting permission to have the streets closure

To: Honorable Mayor and City Council

From: John Bowen, Director of Public Services and Works

Discussion: The Rex Allen Days Inc. is requesting a street closure for the Rex Allen Day Parade. The parade will start at Maley and Austin then will proceed N. to Fremont from Fremont to Haskell. S. on Haskell to Stewart. E. on Stewart to Railroad to Maley. W. on Maley to Haskell then S. on Haskell to end at McCourt Ave.,

This event is scheduled to be held on October 5, 2013 from 6:00 am until 1:00 pm. RAD Inc. will obtain all necessary barricades and signage. City crews will place and remove the barricades the morning of the event.

Recommendation: Staff recommends that the Mayor and Council approve the street closure for Rex Allen Days Inc.

Fiscal Impact: $0.00

Prepared By: _____
Kate Schwartz, Administrative Assistant

Approved By: _____
John Bowen, Public Services & Works Director

Approved By: _____
Pat McCourt, City Manager

Street Closure Request Form

Name of Applicant: Rex Allen Days

Date of Request: 6-14-13

Address: PO Box 429

Phone Number: (520) 678-6544

Event or Event Sponsor for Street Closure: Rex Allen Days

Date(s) Requested for Street Closure: 10-5

Times for Street Closure: 6:00 - 1:00 pm

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

Start; Maley + Austin North to Fremont, Turn E. on Fremont to Haskell, Turn S. on Haskell to Stewart, Turn E on Stewart to Railroad, Turn S. on Railroad to Maley. Turn W on Maley to Haskell, Turn S on Haskell to McCourt. End at McCourt

The applicant understands that a certificate of liability insurance for $1,000,000 naming the City of Willcox as additionally insured must be supplied with this application in order for the request to be fully executed and processed. Additionally, the City of Willcox requests that all adjacent property owners be notified of the intent to close the street and offered and opportunity to make comments to the Mayor and City Council. Comments may be submitted to the City Clerk prior to the council meeting or may be stated in the public meeting.

Michael Clark - Pres
Applicant Signature

6-14-2013
Date

Kathy Sho
Received By

6/14/13
Date

Glenn Childers Police Chief Interim

Date

Gary A. Adams
Gary Adams Streets Supervisor

6-14-13
Date

PETITION TO CLOSE STREETS FOR REX ALLEN DAYS PARADE.

ON OCTOBER 5TH, 2013

FROM 8:00 AM TO 12:00 PM

FOR THE PURPOSE OF THE REX ALLEN DAYS PARADE.

Mustangs, ok to close _____

Dairy Queen, ok to close _____

St. Vincent de Paul, ok to close _____

Compass Bank, ok to close _____

Edward Jones, ok to close _____

Orlando's Barber Shop, ok to close _____

BK Auto, ok to close _____

Grants Transmissions, ok to close _____

AA Affordable Computer, ok to close _____

Godbe Drilling, ok to close _____

NAPA Auto Parts, ok to close _____

CHASE BANK, ok to close _____

Micks, ok to close _____

Lollicoy Masonic Lodge #410, ok to close _____ W.M. Master

Andrew Terry PC, ok to close _____
WORLDWIDE HOBBIES

PETITION TO CLOSE STREETS FOR REX ALLEN DAYS PARADE.

ON OCTOBER 5TH, 2013

FROM 8:00 AM TO 12:00 PM

FOR THE PURPOSE OF THE REX ALLEN DAYS PARADE.

ReMax High Desert Realty, ok to close S Owens

Big Tex BBQ, ok to close _____

SSVEC, ok to close _____

Red Nine Salon, ok to close _____

Joe's Car Care, ok to close [illegible]

Cochise Credit Union, ok to close Shelley Thompson

La Unica, ok to close _____

DiPeso Realty, ok to close Carmen Teeter

AZ Range News, ok to close (Never done this before) [illegible]

Rix's Tavern, ok to close _____

Willcox Laundry, ok to close _____

Lowell Jensen, Attorney, ok to close Lowell A Jensen, Jr

Oberreuter Accounting, ok to close [illegible]

GDMA, ok to close _____

need to clr up trash after parade
more rest rooms

PETITION TO CLOSE STREETS FOR REX ALLEN DAYS PARADE.

ON OCTOBER 5TH, 2013

FROM 8:00 AM TO 12:00 PM

FOR THE PURPOSE OF THE REX ALLEN DAYS PARADE.

ReMax High Desert Realty, ok to close _____

Big Tex BBQ, ok to close _____

SSVEC, ok to close _____

Red Nine Salon, ok to close _____

Joe's Car Care, ok to close _____

Cochise Credit Union, ok to close _____

La Unica, ok to close _____

DiPeso Realty, ok to close _____

AZ Range News, ok to close _____

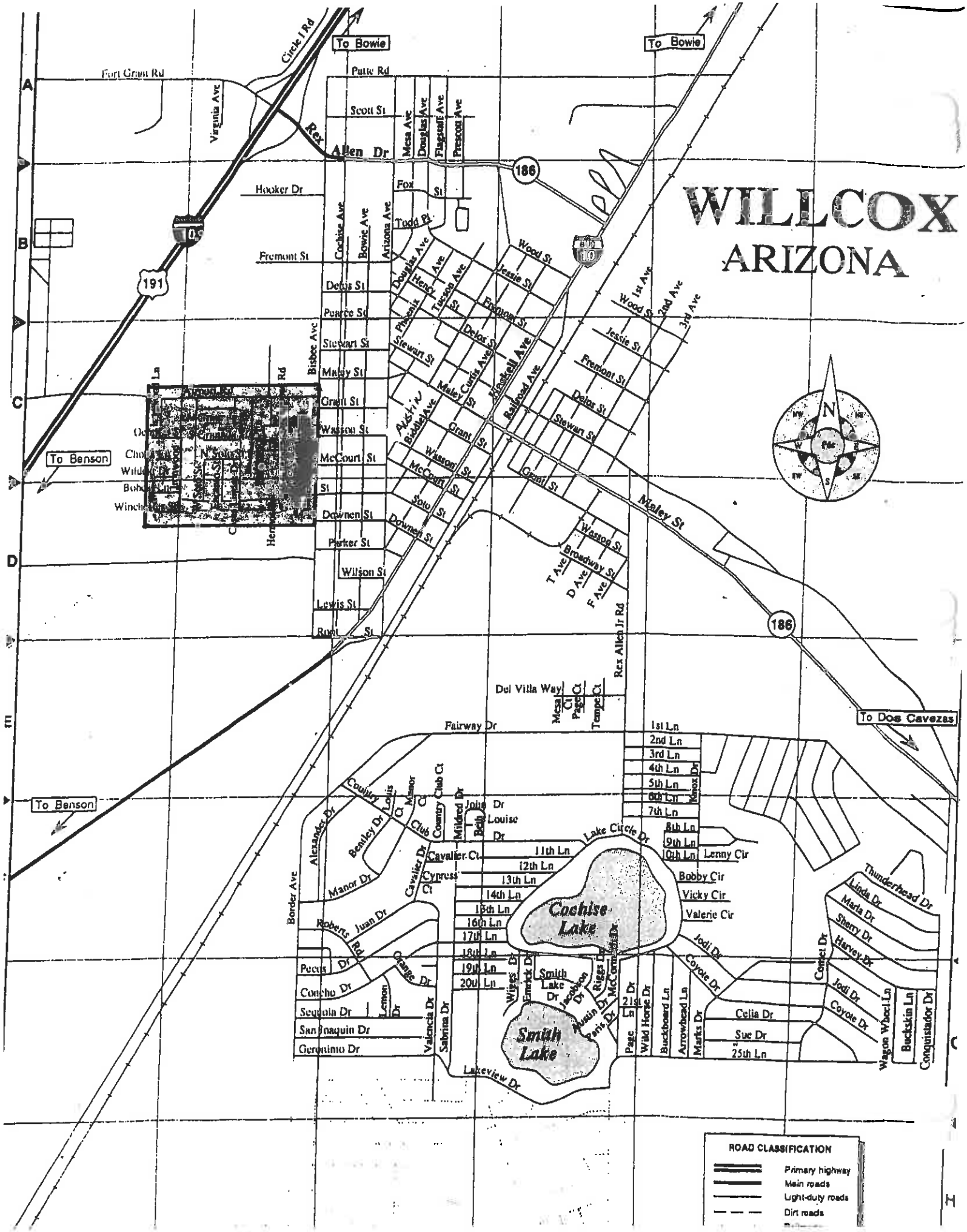
Rix's Tavern, ok to close _____

Willcox Laundry, ok to close_____

Lowell Jensen, Attorney, ok to close _____

Oberreuter Accounting, ok to close_____

GDMA, ok to close _____


WILLCOX
ARIZONA
To Bowie
To Bowie
To Benson
To Benson
To Dos Cavezas
Fort Grant Rd
Circle J Rd
Virginia Ave
Rex Allen Dr
Patte Rd
Scott St
Mesa Ave
Douglas Ave
Flagstaff Ave
Prescott Ave
Hooker Dr
Fox St
Todd Pl
Fremont St
Cochise Ave
Bowie Ave
Arizona Ave
Douglas Ave
Henry Ave
Tucson Ave
Phoenix St
Wood St
Jessie St
Fremont St
Delos St
Stewart St
Maley Curtis Ave
Hinsdell Ave
Railroad Ave
Austin Ave
Biddle Ave
Grant St
Wasson St
McCourt St
Soto St
Downen St
Parker St
Wilson St
Lewis St
Bisbee Ave
Maley St
1st Ave
2nd Ave
3rd Ave
T Ave
Broadway St
D Ave
F Ave
Rex Allen Jr Rd
Del Villa Way
Mesa Ct
Page Ct
Tempe Ct
Fairway Dr
1st Ln
2nd Ln
3rd Ln
4th Ln
5th Ln
6th Ln
7th Ln
8th Ln
9th Ln
10th Ln
Knox Dr
Lake Circle Dr
Lenny Cir
Bobby Cir
Vicky Cir
Valerie Cir
Jodi Dr
Coyote Dr
Cochise Lake
Smith Lake
Smith Lake Dr
Lakeview Dr
11th Ln
12th Ln
13th Ln
14th Ln
15th Ln
16th Ln
17th Ln
18th Ln
19th Ln
20th Ln
21st Ln
25th Ln
Celia Dr
Sue Dr
Country Club Ct
Mildred Dr
John Dr
Beth Louise Dr
Cavalier Ct
Cavalier Dr
Cypress Ct
Manor Dr
Manor Ct
Louis Ct
Bentley Dr
Alexander Dr
Border Ave
Roberts Rd
Juan Dr
Orange Dr
Lemon Dr
Pecos Dr
Concho Dr
Sequoia Dr
San Joaquin Dr
Geronimo Dr
Valencia Dr
Sabrina Dr
Wiggs Dr
Emrick Dr
Jacobson Dr
Riggs Dr
McCormick Dr
Austin Dr
Paris Dr
Page Dr
Wild Horse Dr
Buckboard Ln
Arrowhead Ln
Marks Dr
Thunderhead Dr
Linda Dr
Marla Dr
Sherry Dr
Harvey Dr
Comet Dr
Jodi Dr
Coyote Dr
Wagon Wheel Ln
Buckskin Ln
Conquistador Dr
Circle Dr
Hernandez Rd
Ocotillo St
Chollita Dr
Wilder Dr
Bobcat Ln
Winchester St
Sunset Dr
N Soto St
Cypress St
Alamo St
Grant St
N
NE
E
SE
S
SW
W
NW
Pec
ROAD CLASSIFICATION
Primary highway
Main roads
Light-duty roads
Dirt roads

CITY OF WILLCOX
Request for Council Action

Agenda Item: 14
Tab Number: 8
Date: 7-1-2013

Date Submitted:
June 18, 2013
Date Requested:
July 1, 2013

Action:
___ **Resolution**
___ **Ordinance**
___ **Formal**
X__ **Other**

Subject: Rex Allen Days would like a street closure from Railroad Ave from Stewart to Maley.

To: **Honorable Mayor and City Council**

From: Public Services and Works, Streets Section

Discussion: The Rex Allen Day Committee is requesting a street closure on Railroad Ave from Stewart St to Maley St. for Rex Allen Days. The dates for the closure are October 5th and 6th, 2013 from 1 :00 pm (Oct. 5th) until 5:00 pm (Oct. 6th)

Recommendation: Staff recommends that the Mayor and Council grant permission for the closure of Railroad Ave.

Fiscal Impact: 0.00

Prepared By: _____
Kate Schwartz, Public Works

Approved By: _____
John Bowen, Director Public Works

Approved By: _____
Pat McCourt, City Manager

Street Closure Request Form

Name of Applicant

Rex Allen Davis

Date of Request

5/13/13

Address

PO Box 429 Willcox

Phone Number

Event or Event Sponsor for Street Closure

RAD.

Date(s) Requested for Street Closure

10/5/13 & 10/6/13.

Times for Street Closure

8:00Am - 500pm

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

Railroad Ave

Stewart to Maley

Street dance

The applicant understands that a certificate of liability insurance for $1,000,000 naming the City of Willcox as additionally insured must be supplied with this application in order for the request to be fully executed and processed. Additionally, the City of Willcox requests that all adjacent property owners be notified of the intent to close the street and offered and opportunity to make comments to the Mayor and City Council. Comments may be submitted to the City Clerk prior to the council meeting or may be stated in the public meeting.

Applicant Signature — Date: 5/13/13

Received By — Date: 5/13/13

PETITION TO CLOSE RAILROAD AVENUE, BETWEEN

ON 10/5/13 + 10/6/13
DATE(S)

FROM 8:00 Am TO midnight
START TIME END TIME

FOR THE PURPOSE OF RAD
EVENT

Willcox Commercial, ok to close _____

Rex Allen Museum, ok to close Gladys Olsen

Rex Allen Theater, ok to close Corey Clement

Rodney's, ok to close [illegible]

~~Palace Saloon, ok to close~~ _____

~~Desert Moon Gifts, ok to close~~ _____

Old West Mercantile, ok to close [illegible]

Friends of Marty Robbins, ok to close [illegible]

_____, ok to close _____

_____, ok to close _____

_____, ok to close _____

_____, ok to close _____

TAB 9

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix, Arizona 85007-2934
(602) 542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = $25.00 per day for 1-10 day events only
A service fee of $25.00 will be charged for all dishonored checks (A.R.S.§ 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW **10** BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY
LICENSE #

1. Name of Organization: REX ALLEN DAYS INC
2. Non-Profit/I.R.S. Tax Exempt Number: 51-0166786
3. The organization is a: (check one box only)
   - ☑ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)
   - ☐ Civic ☐ Religious ☐ Political Party, Ballot Measure, or Campaign Committee
4. What is the purpose of this event? ☑ on-site consumption ☐ off-site consumption (auction) ☐ both

   FUND RAISING EVENT
5. Location of the event: 312 N STEWART (Address of physical location (Not P.O. Box)) WILLCOX (City) COCHISE (County) 85643 (Zip)

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. **Applicant:** LUCKE (Last) MARK (First) (Middle) (Date of Birth)
7. Applicant's Mailing Address: PO BOX 429 (Street) WILLCOX (City) AZ (State) 85644 (Zip)
8. Phone Numbers: (520) 384-4626 (Site Owner #) ( ) (Applicant's Business #) ( ) (Applicant's Home #)
9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	OCTOBER 5, 2013	SATURDAY	12:00 PM	11:00 PM
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

*Disabled individuals requiring special accommodations, please call (602) 542-9027

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☑ NO (attach explanation if yes)

11. This organization has been issued a special event license for 9 days this year, including this event (not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☑ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name REX ALLEN DAYS — 100% Percentage

Address PO BOX 429, WILLCOX, AZ 85644

Name _____ — _____ Percentage

Address _____
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

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

____ # Police ☑ Fencing
2 # Security personnel ☐ Barriers

_____

_____

_____

16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☑ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☐ YES ☐ NO
(ATTACH COPY OF AGREEMENT)

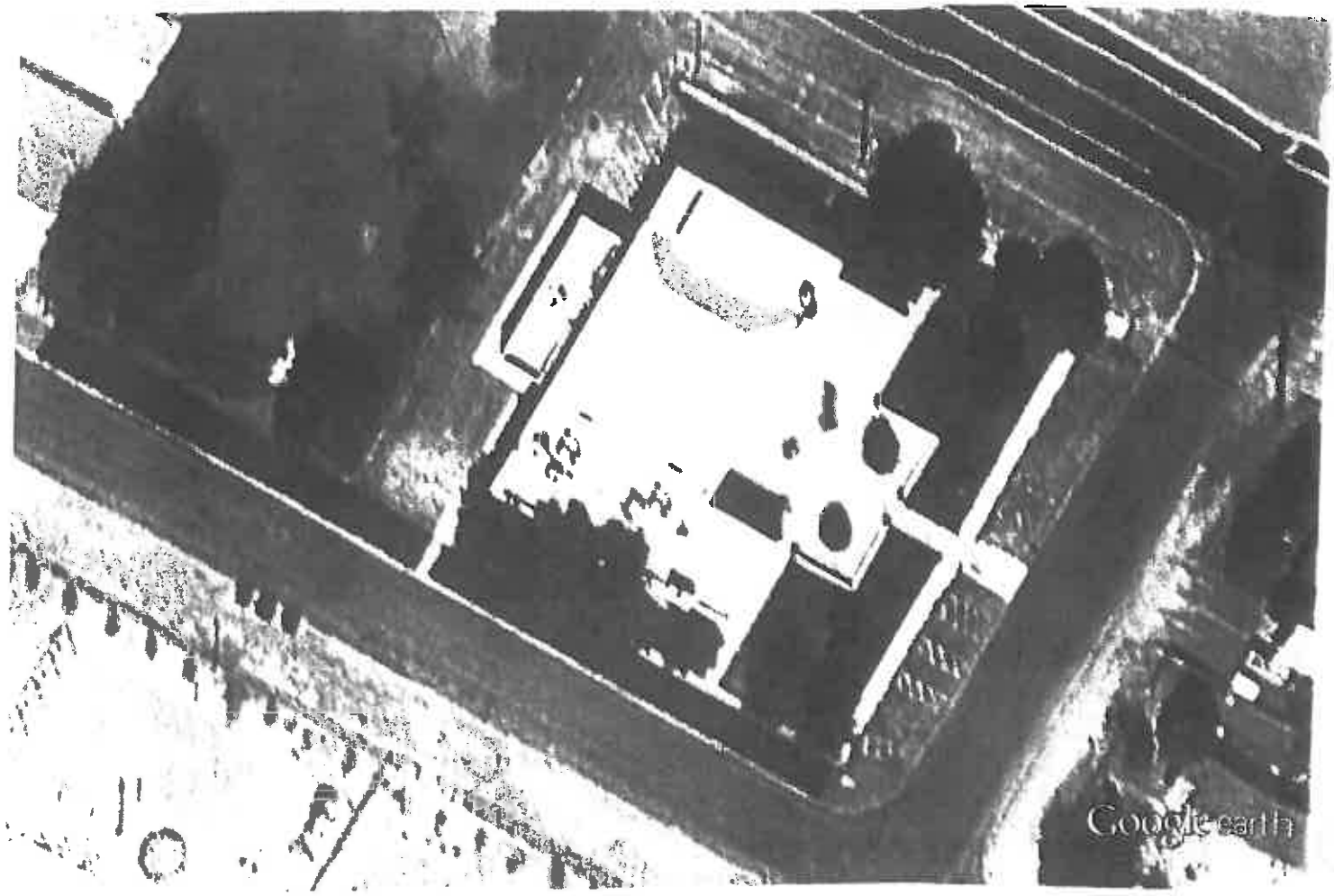
_____ Name of Business — (___) _____ Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.

N↑



Google earth

miles 40
km 60

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, MARKE LUCKE (Print full name) declare that I am an **Officer/Director/Chairperson** appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X _____ (Signature) VP (Title/Position) 6-14-13 (Date) (520)384 4626 (Phone #)

JOSE LUNA
Notary Public - Arizona
Cochise County
My Comm. Expires Oct 6, 2015

State of Arizona County of Cochise

The foregoing instrument was acknowledged before me this 14 (Day) June (Month) 2013 (Year)

My Commission expires on: Oct 6 2015 (Date)

_____ (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, MARK LUCKE (Print full name) declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X _____ (Signature)

JOSE LUNA
Notary Public - Arizona
Cochise County
My Comm. Expires Oct 6, 2015

State of Arizona County of Cochise

The foregoing instrument was acknowledged before me this 14 (Day) June (Month) 2013 (Year)

My commission expires on: Oct 6 2015 (Date)

_____ (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County *MUST* recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ (Government Official) _____ (Title) hereby recommend this special event application on behalf of _____ (City, Town or County) _____ (Signature of OFFICIAL) _____ (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____

_____ (Employee) _____ (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

_____ (Title) _____ (Date)

SERIES: **15 SPECIAL EVENT LICENSE (Temporary)**

Non-transferable

On-sale retail privileges

PURPOSE:

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county (where the special event is to take place) for approval or disapproval. Some local governing bodies may require approximately 60 days prior notice.

If the application is approved by the local authority, and the event meets the requirements for granting the license, the Director will issue a special event license to the qualifying organization.

Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.

The qualified organization must receive at least twenty-five percent (25 %) of the gross revenues of the special event liquor sales.

A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale; *except that,* in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.

AVERAGE APPROVAL TIME: One (1) to seven (7) days.

PERIOD OF ISSUANCE:

Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location or additional licenses will be required.

FEES: $25.00 per day.

ARIZONA STATUTES AND REGULATIONS:

ARS 4-203.02, 4-244, 4-261; Rule R19-1-228, R19-1-235, R19-1-309.

Disabled individuals requiring special accommodations please call (602) 542-9027

REX ALLEN DAYS INC

1363

DATE June 24, 2013

91-574/1221
41304

PAY TO THE ORDER OF State of Arizona

$ 25.00

Twenty Five and NO/100 DOLLARS

Security Features Details on Back.

Compass Bank
Willcox, Arizona

FOR liquor license

Judy L. Clement - Treas.

TSE 10

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix, Arizona 85007-2934
(602) 542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = $25.00 per day for 1-10 day events only
A service fee of $25.00 will be charged for all dishonored checks (A.R.S.§ 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW **10** BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY
LICENSE #

1. Name of Organization: REX ALLEN DAYS INC
2. Non-Profit/I.R.S. Tax Exempt Number: 51-0166786
3. The organization is a: (check one box only)

   ☑ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)

   ☐ Civic ☐ Religious ☐ Political Party, Ballot Measure, or Campaign Committee

4. What is the purpose of this event? ☑ on-site consumption ☐ off-site consumption (auction) ☐ both

   FUND RAISING EVENT

5. Location of the event: RAILROAD AVENUE (Address of physical location (Not P.O. Box)) WILLCOX (City) COCHISE (County) 85643 (Zip)

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. **Applicant**: LUCKE (Last) MARK (First) (Middle) (Date of Birth)
7. Applicant's Mailing Address: PO BOX 429 (Street) WILLCOX (City) AZ (State) 85644 (Zip)
8. Phone Numbers: (520) 384-4626 (Site Owner #) ( ) (Applicant's Business #) ( ) (Applicant's Home #)
9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	OCTOBER 5, 2013	SATURDAY	12:00 PM	11:00 PM
Day 2:	OCTOBER 6, 2013	SUNDAY	1:00 PM	5:00 PM
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

***Disabled individuals requiring special accommodations, please call (602) 542-9027**

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☑ NO (attach explanation if yes)

11. This organization has been issued a special event license for 9 days this year, including this event (not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☑ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name REX ALLEN DAYS 100% Percentage

Address PO BOX 429, WILLCOX, AZ 85644

Name _____ _____ Percentage

Address _____
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

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

____ # Police ☑ Fencing
8 # Security personnel ☐ Barriers

_____

_____

_____

16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☑ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☐ YES ☐ NO
(ATTACH COPY OF AGREEMENT)

_____ ( ) _____
Name of Business Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.

N↑

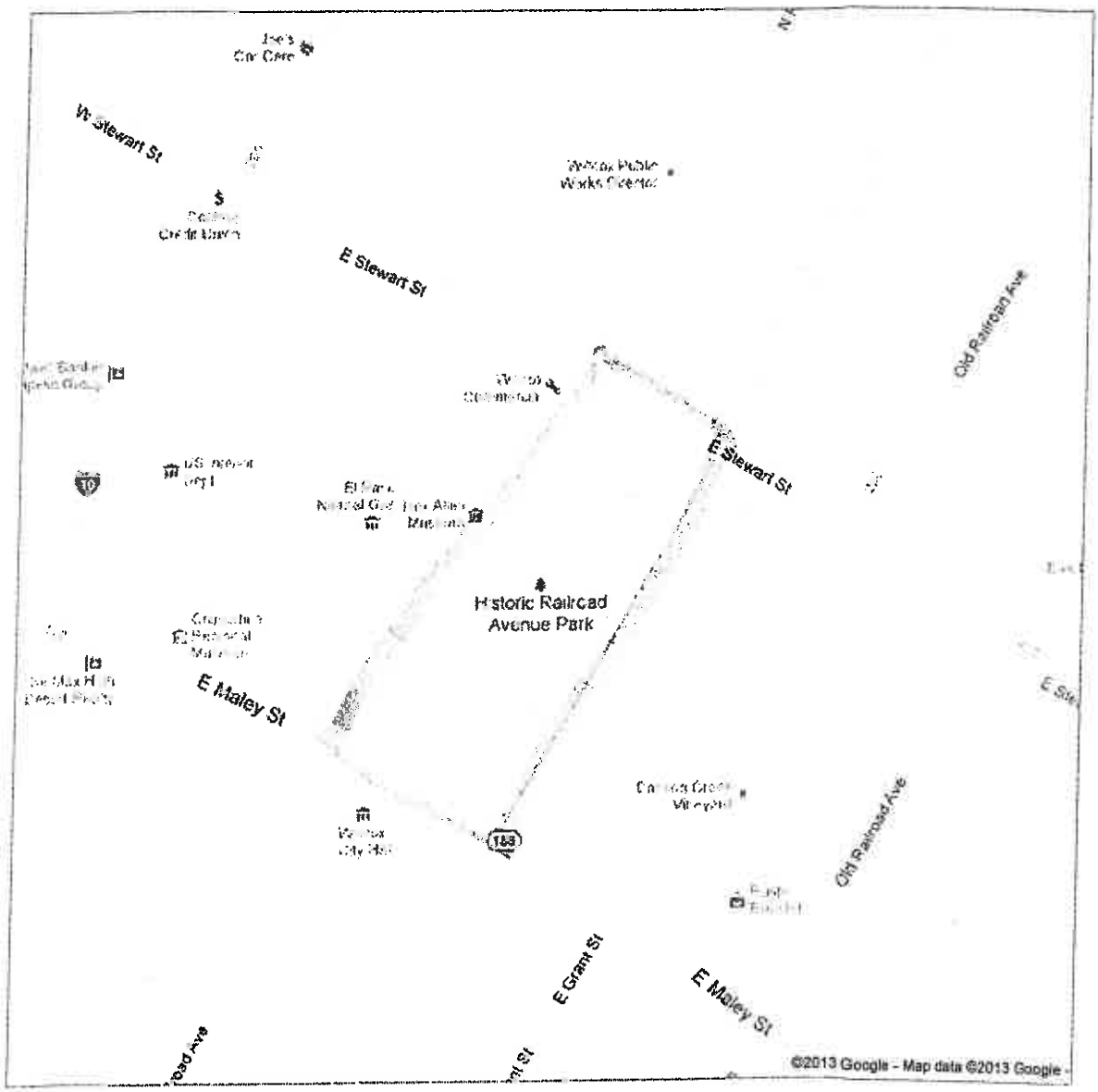
Street Closure for Railroad Avenue from Maley to Stewart Applied for.

Liquor Area would include Street as well as Railroad Avenue Park.

See Attached map

Google

Address Railroad Ave
Willcox, AZ 85643



THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, MARKE LUCKE (Print full name) declare that I am an **Officer/Director/Chairperson** appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X _____ (Signature) VP (Title/Position) 6-14-13 (Date) (529) 384-4624 (Phone #)

JOSE LUNA
Notary Public - Arizona
Cochise County
My Comm. Expires Oct 6, 2015

State of Arizona ~~Cochise~~ County of Cochise

The foregoing instrument was acknowledged before me this 14 (Day) June (Month) 2013 (Year)

My Commission Expires on: Oct 6 2015 (Date) _____ (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, MARK LUCKE (Print full name) declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X _____ (Signature)

JOSE LUNA
Notary Public - Arizona
Cochise County
My Comm. Expires Oct 6, 2015

State of Arizona County of Cochise

The foregoing instrument was acknowledged before me this 14 (Day) June (Month) 2013 (Year)

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You must obtain local government approval. City or County *MUST* recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ (Government Official) _____ (Title) hereby recommend this special event application on behalf of _____ (City, Town or County) _____ (Signature of OFFICIAL) _____ (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____

_____ (Employee) _____ (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

_____ (Title) _____ (Date)

SERIES: **15 SPECIAL EVENT LICENSE (Temporary)**

Non-transferable

On-sale retail privileges

PURPOSE:

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county (where the special event is to take place) for approval or disapproval. Some local governing bodies may require approximately 60 days prior notice.

If the application is approved by the local authority, and the event meets the requirements for granting the license, the Director will issue a special event license to the qualifying organization.

Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.

The qualified organization must receive at least twenty-five percent (25 %) of the gross revenues of the special event liquor sales.

A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale; *except that,* in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.

AVERAGE APPROVAL TIME: One (1) to seven (7) days.

PERIOD OF ISSUANCE:

Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location or additional licenses will be required.

FEES: $25.00 per day.

ARIZONA STATUTES AND REGULATIONS:

ARS 4-203.02, 4-244, 4-261; Rule R19-1-228, R19-1-235, R19-1-309.

REX ALLEN DAYS INC
PO BOX 429
WILLCOX, AZ 85644

1364

DATE June 24, 2013

91-574/1221
41304

PAY TO THE ORDER OF State of Arizona $ 25.00

Twenty Five and No/100 DOLLARS

Security Features Details on Back.

Compass Bank
Willcox, Arizona

FOR Liquor license

Jody L. Clement-Treas

11

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix, Arizona 85007-2934
(602) 542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = $25.00 per day for 1-10 day events only
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DLLC USE ONLY
LICENSE #

1. Name of Organization: REX ALLEN DAYS INC
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3. The organization is a: (check one box only)

   ☑ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)

   ☐ Civic ☐ Religious ☐ Political Party, Ballot Measure, or Campaign Committee

4. What is the purpose of this event? ☑ on-site consumption ☐ off-site consumption (auction) ☐ both

   FUND RAISING EVENT

5. Location of the event: 801 N QUAIL DRIVE (Address of physical location (Not P.O. Box)) WILLCOX (City) COCHISE (County) 85643 (Zip)

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. **Applicant**: LUCKE (Last) MARK (First) (Middle) (Date of Birth)
7. Applicant's Mailing Address: PO BOX 429 (Street) WILLCOX (City) AZ (State) 85644 (Zip)
8. Phone Numbers: (520) 384-4626 (Site Owner #) ( ) (Applicant's Business #) ( ) (Applicant's Home #)
9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

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***Disabled individuals requiring special accommodations, please call (602) 542-9027**

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☐ YES ☑ NO (attach explanation if yes)

11. This organization has been issued a special event license for 9 days this year, including this event (not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☑ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name REX ALLEN DAYS 100% Percentage

Address PO BOX 429, WILLCOX, AZ 85644

Name _____ _____ Percentage

Address _____
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

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"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

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(List type and number of security/police personnel and type of fencing or control barriers if applicable)

____ # Police ☑ Fencing
2 # Security personnel ☐ Barriers

_____

_____

_____

16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☑ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☐ YES ☐ NO
(ATTACH COPY OF AGREEMENT)

_____ ( ) _____
Name of Business Phone Number

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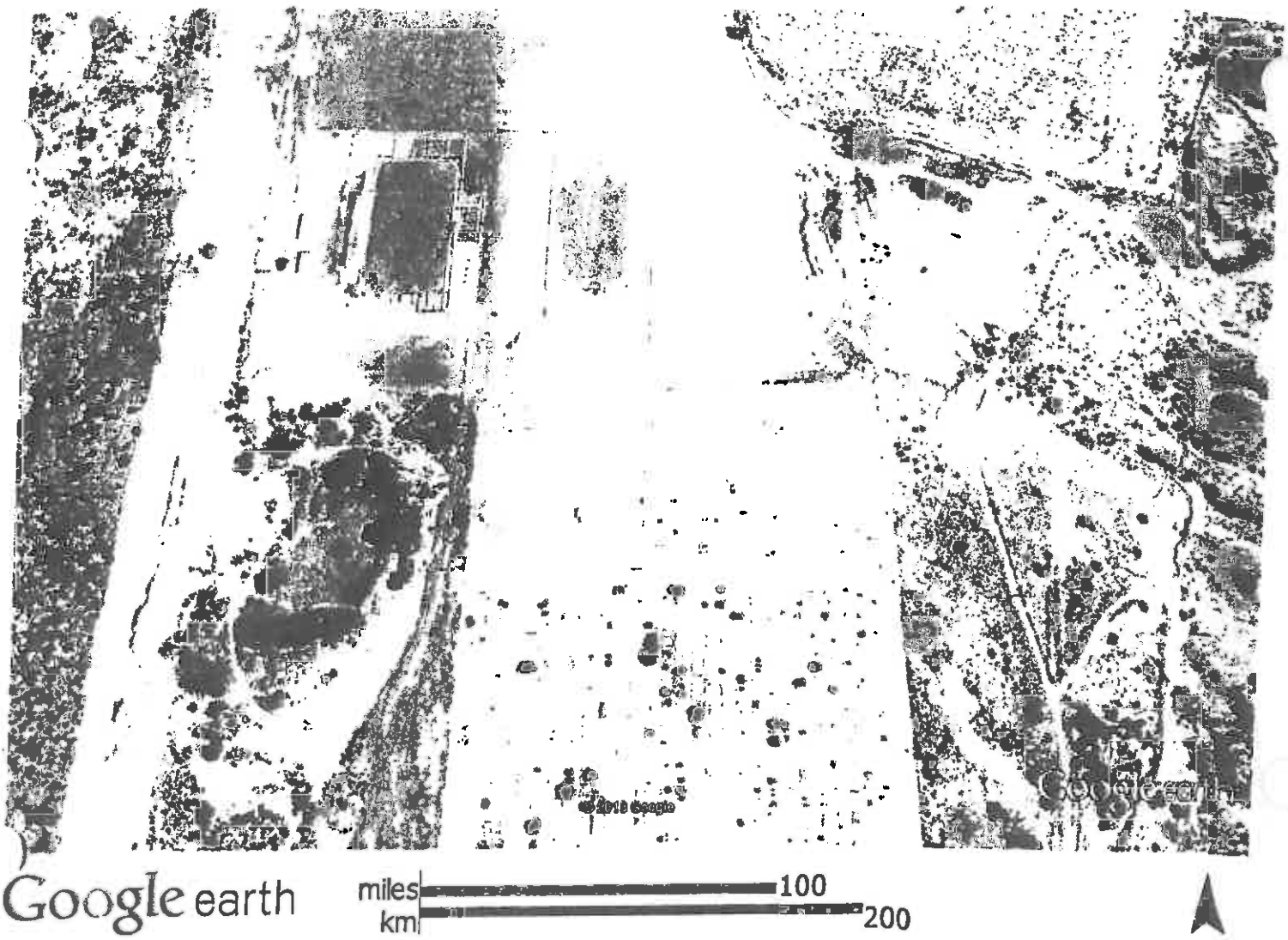
SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.

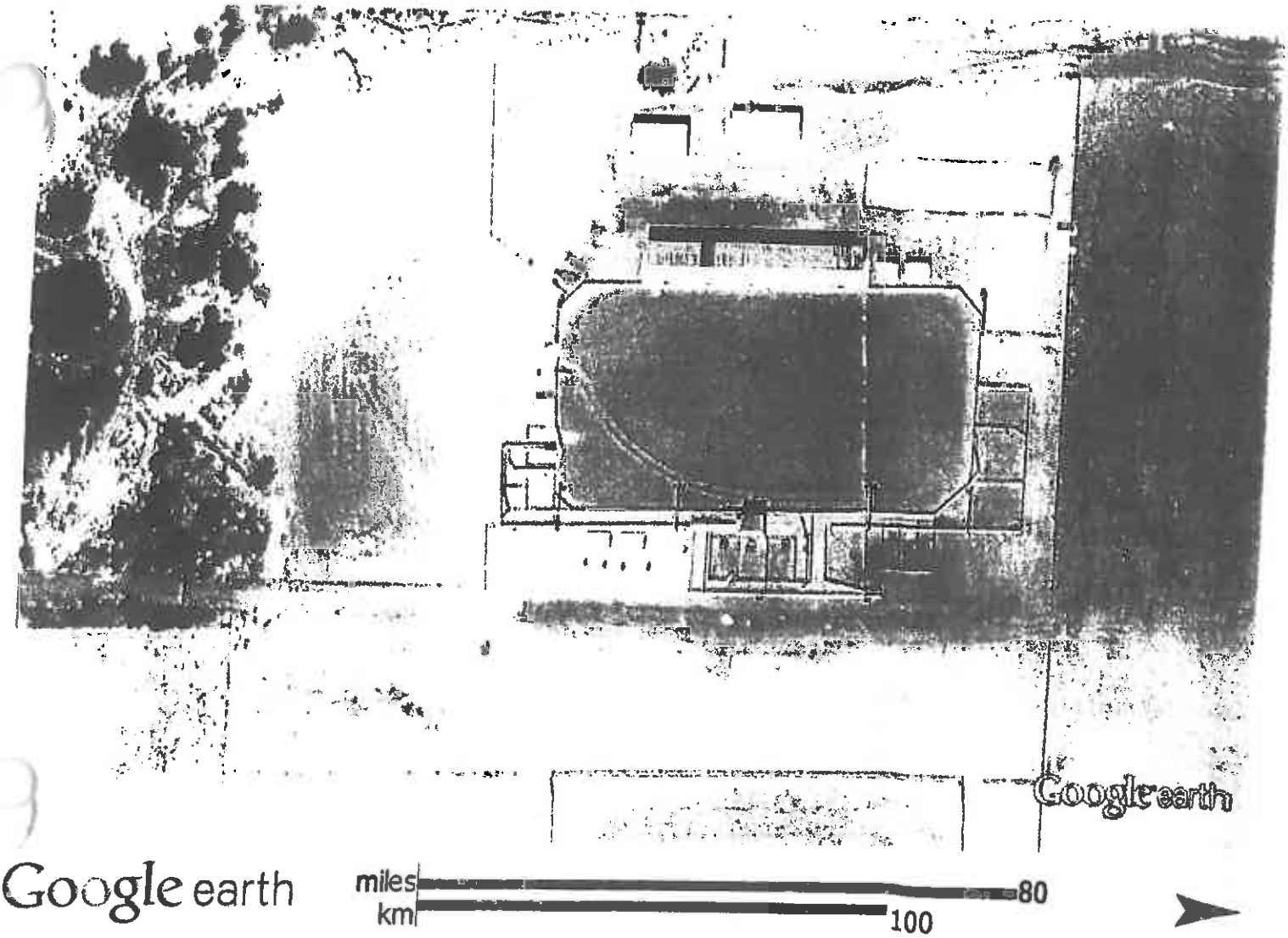
N↑



Google earth

miles 100

km 200



Google earth

miles 80

km 100

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, MARKE LUCKE (Print full name) declare that I am an **Officer/Director/Chairperson** appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X _____ (Signature) VP (Title/Position) 6-14-13 (Date) (520) 384-4626 (Phone #)

JOSE LUNA
Notary Public - Arizona
Cochise County
My Comm. Expires Oct 6, 2015

State of Arizona County of Cochise

The foregoing instrument was acknowledged before me this 14 (Day) June (Month) 2013 (Year)

My commission expires on: Oct 6 2015 (Date) _____ (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, MARK LUCKE (Print full name) declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X _____ (Signature)

State of Arizona County of Cochise

The foregoing instrument was acknowledged before me this 14 (Day) June (Month) 2013 (Year)

JOSE LUNA
Notary Public - Arizona
Cochise County
My Comm. Expires Oct 6, 2015

My commission expires on: Oct 6 2015 (Date) _____ (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County *MUST* recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ (Government Official) _____ (Title) hereby recommend this special event application on behalf of _____ (City, Town or County) _____ (Signature of OFFICIAL) _____ (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____

_____ (Employee) _____ (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

_____ (Title) _____ (Date)

SERIES: **15 SPECIAL EVENT LICENSE (Temporary)**

Non-transferable

On-sale retail privileges

PURPOSE:

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county (where the special event is to take place) for approval or disapproval. Some local governing bodies may require approximately 60 days prior notice.

If the application is approved by the local authority, and the event meets the requirements for granting the license, the Director will issue a special event license to the qualifying organization.

Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.

The qualified organization must receive at least twenty-five percent (25 %) of the gross revenues of the special event liquor sales.

A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale; *except that,* in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.

AVERAGE APPROVAL TIME: One (1) to seven (7) days.

PERIOD OF ISSUANCE:

Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location or additional licenses will be required.

FEES: $25.00 per day.

ARIZONA STATUTES AND REGULATIONS:

ARS 4-203.02, 4-244, 4-261; Rule R19-1-228, R19-1-235, R19-1-309.

Disabled individuals requiring special accommodations please call (602) 542-9027

REX ALLEN DAYS INC

1365

4

DATE June 24, 2013

91-574/1221
41304

PAY TO THE ORDER OF State of Arizona $ 25.00

Twenty Five and No/100 DOLLARS

Security Features Details on Back.

Compass Bank
Willcox, Arizona

FOR liquor license

Jodyn L. Clement - Texas
Steven Bull

CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION

Agenda Item: 18
Tab Number: 12
Date: 7-1-2013

Date Submitted: 06-25-2012 Date Requested: 07-01-2013	Action: _____ Resolution _____ Ordinance __X_ Formal ____ Other	Subject: Discussion/Decision regarding attendance and participation at the League of Arizona Cities & Towns Annual Conference in Tucson, AZ

TO: MAYOR AND COUNCIL

FROM: City Clerk

DISCUSSION: The 2013 League of Arizona Cities and Town Annual Conference begin on August 27 to August 30, 2013 in Tucson, AZ. The questions to be answered are: first, relative to who may be able to attend the League Conference. I believe this Conference provides the Council an excellent opportunity to receive training from experts in the area of City govererance. I also believe the Conference provides the Council members an opportunity to talk with other elected officials from various communities throughout the State and see what types of concerns and solutions they have found to better govern their communities. If you do plan to attend I strongly urge you to notify the City Clerk, who has secured 6 rooms. Second, there is a Parade of Cities, during which each community has a representative carry in the City flag. The flags are then displayed throughout the Conference. Mayor Lindsey has carried the Willcox City flag in the last couple of years. Does the Council wish to designate a representative?
Third, the participation in the Showcase of Cities and Towns program during the conference needs to be decided. The Showcase of Cities and Towns is where individual communities can rent space in the display area and "showcase" their community: the City of Willcox has participated in the past. The cost of a booth space without electricity is $195.00; the cost with Electricity is $260.00. The City has had one booth space in the past with no electricity. Representative from the City of Willcox usually volunteer to staff the space on the night of the Showcase of Cities. Materials have been donated for distribution.
Fourth, the City of Willcox has a seat on the Resolutions Committee. The Mayor normally fills this position. Mayor Lindsey has filled this seat in the past couple of years; it may be any elected member from the Council, does the Council wish to designate a representative.
Fifth, voting rights at the Business meeting during the Conference on behalf of the City of Willcox should be designated to a representative. The City receives the right to have one (1) vote. Mayor Lindsey has carried this vote in the past for the City, does the Council wish to designate a member to carry the vote.

RECOMMENDATION: Individual Council members should check on their ability to schedule attendance and if available notify the City Clerk immediately.
The Council should decide if they wish to participate in the Parade of Flags and indicate who will be the Council representative to carry the flag.

Council should direct staff to reserve the space if Council wishes to participate in the Showcase of Cities and Towns
If the Mayor does not or cannot participate on the Resolutions Committee, the Council may wish to appoint a member to represent the City.
If the Mayor does not or cannot participate in the Business meeting, the Council may wish to appoint a member to vote on behalf of the City.

FISCAL IMPACT: The Costs for registration, meals and travel varies, based on number of Council members who are able to attend. Registration fee is a flat fee for the Conference.
The cost for the Showcase of Cities and Towns is a cost for the space with or without electricity.
There is no cost for the Parade of Flags or the Resolution Committee, or the Business meeting.
The cost for these charges is against the Mayor and Council's travel Budget in the General Fund.
If other Staff attends the cost of their travel is charged to their Department Budget.

Prepared by: _____
Virginia Mefford, City Clerk

Approved by: _____
Patrick McCourt, City Manager

2013 LEAGUE CONFERENCE
EXTRA EVENTS

Wednesday, August 28

9:00 am **Annual Parade of Flags**
Event Cost: **Free**
Parade of Flags Registration

6:00 pm **City/Town Booth at the Showcase of Cities and Towns**
City/Town Booth Cost: **$195/$260**
City/Town Booth at Showcase of Cities Registration

CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION

Agenda Item: 19
Tab Number: 13
Date: 7-1-2013

Date Submitted: 6-24-13 Date Requested: 7-1-13	Action: _____ Resolution _____ Ordinance _____ Formal _X_ Other	Subject: Approval Letter for Inde Motorsports Ranch updated Master Plan

TO: MAYOR AND COUNCIL
FROM: Development Services Department

DISCUSSION/DECISION/DIRECTION: Approval letter for the Inde Motorsports Ranch (IMR) updated Master Plan located in Cochise County (see attached Approval letter and Master Plan).

Inde Motorsports Ranch (IMR) is an existing private motorsports club located north of Interstate 10 off of Airport Road, west of the Willcox city limits. Since the initial conditional approval for a Special Use Permit in 2008, the owners have worked diligently to create an innovative mixed-use development that respects the rural nature of the site and surrounding properties. The purpose of the proposed Master Development Plan (MDP) is to satisfy the long-term development goals at IMR which include enhancements to the existing use and expansion of member services. The following are some of the proposed additions:

- ☐ New 2-Mile Road Course Circuit, Control Tower and Paddock
- ☐ Airplane hangars and tie down area
- ☐ Member only clubhouse, lounge and locker room
- ☐ Privately owned casitas (12-36 units)
- ☐ Privately owned single family residential homes (4-5 homes)
- ☐ Private Garages

The MPD will likely be phased in over a period of 15-20 years in order to provide the flexibility needed to determine the expansion of the current use based on member demand.

RECOMMENDATION: Staff recommends that we approve of the Inde Motorsports Ranch updated Master Plan.

FISCAL IMPACT: Would create jobs for the construction of these future projects and bring Economic Development to the Willcox area in the near future.

Prepared by: Jeff Stoddard

Approved by: _____ **Approved by:** _____
Development Services **City Manager**

WILLCOX DEVELOPMENT SERVICES
300 W. Rex Allen Drive
WILLCOX, AZ. 85643
(520)384-4271

DATE: July 1, 2013

To: Cochise County Planning and Zoning Committee,

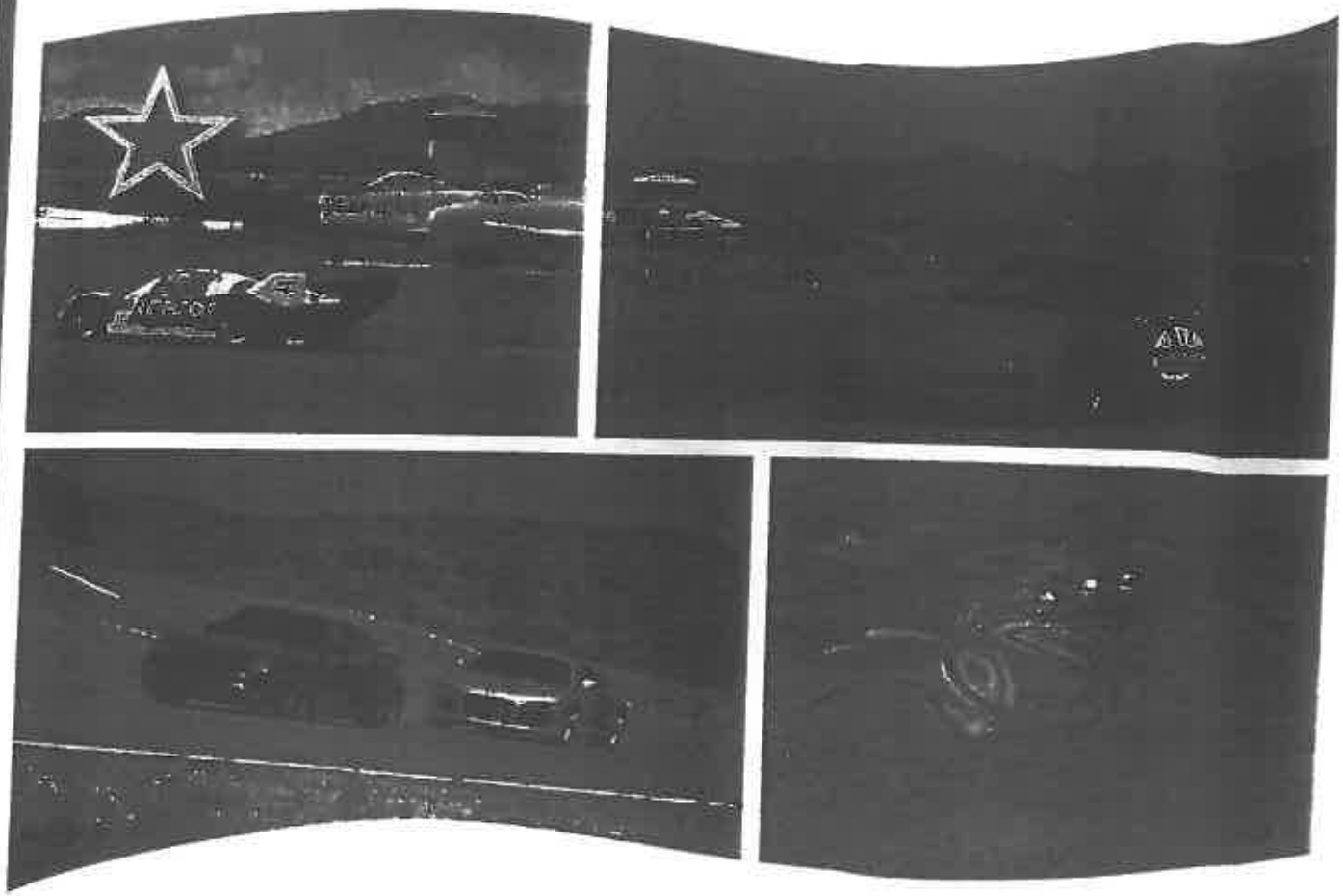
We write you today to offer our enthusiastic support for the Inde Motorsports Ranch Master Development Plan and ask that you support the adoption of this plan. We believe the New Master Development Plan will benefit the City of Willcox and Cochise County with a possible increase in real estate values, increases local retail sales, and dining establishments that will benefit our Community and Cochise County in many important ways.

City Of Willcox is a proud community supporter of the Inde Motorsports Ranch Master Development Plan and their efforts to help make our Community a better place to live through the adoption and implementation of the Inde Motorsports Ranch Master Development Plan. Thank you in advance for your yes vote on behalf of this plan.

Sincerely

_____

Mayor City of Willcox



Inde Motorsports Ranch

Master Development Plan

Airport Road / Cochise County

May 2013

INDE

Inde Motorsports Ranch
Master Development Plan

Submitted to:

COCHISE COUNTY
Planning and Zoning Department
1415 Melody Lane, Building E
Bisbee, Arizona 85603

Prepared for:

INDE MOTORSPORTS RANCH, L.L.C.
9301 West Airport Road
Willcox, Arizona 85643
Phone: 520-384-0796

Prepared by:

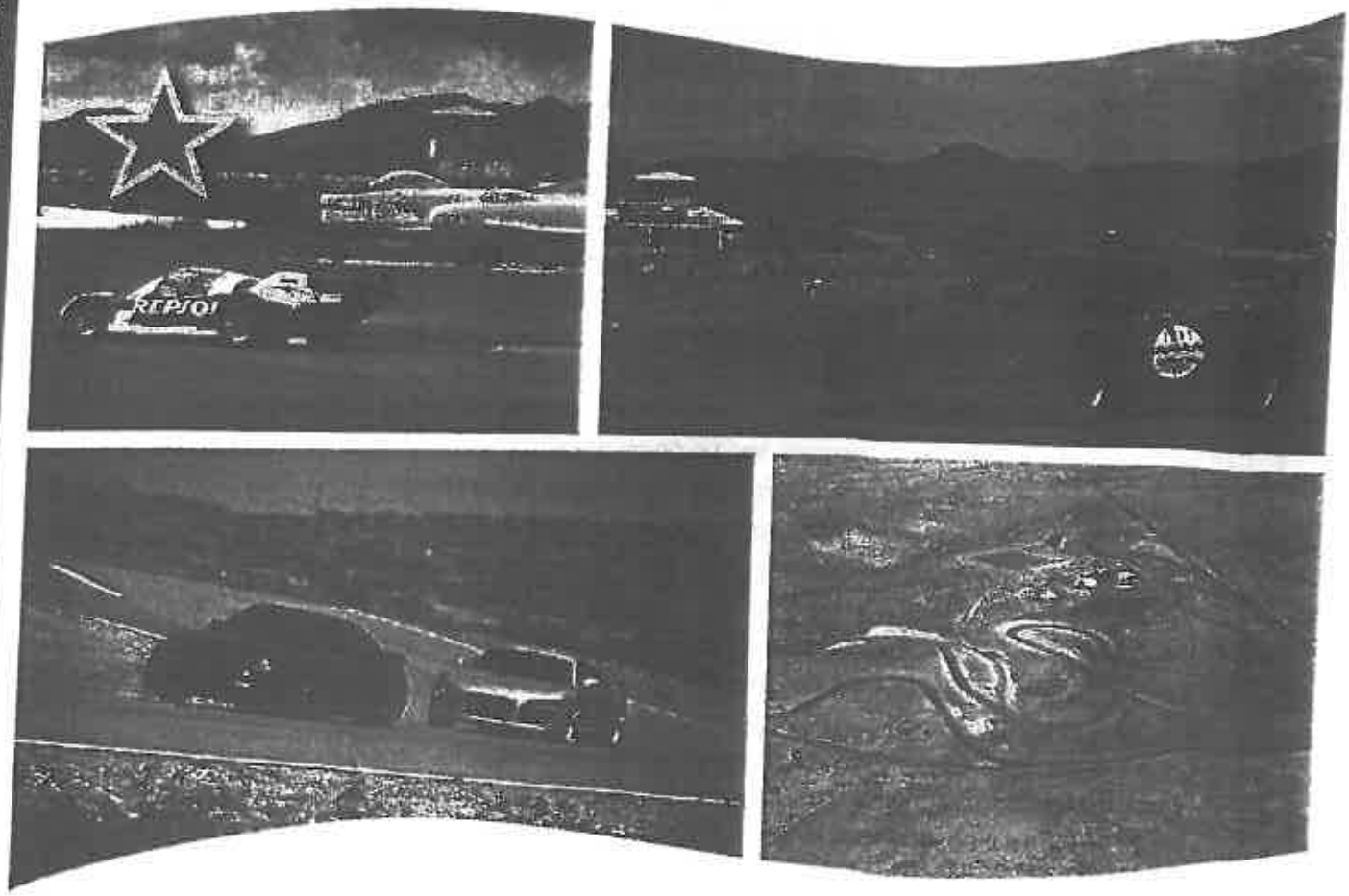
THE PLANNING CENTER
110 South Church Avenue, Suite 6320
Tucson, Arizona 85701
Phone: 520-623-6146

With assistance from:

PERRY ENGINEERING
100 East Sixth Street
Tucson, Arizona 85705
Phone: 520-820-4355

May 2013

List of Exhibits



Introduction

A. *Executive Summary*

Inde Motorsports Ranch (IMR) is an existing private motorsports club located north of Interstate 10 off of Airport Road, west of the Willcox city limits. Since the initial conditional approval for a Special Use Permit in 2008, the owners have worked diligently to create an innovative mixed-use development that respects the rural nature of the site and surrounding properties. As shown on the concept plan, the MDP allows for sufficient setbacks to Airport Road through designated open space area. Additionally, buffer areas will be provided around the perimeter of the site adjacent to surrounding properties to mitigate any development impacts. The purpose of the proposed Master Development Plan (MDP) is to satisfy the long-term development goals at IMR which include enhancements to the existing use and expansion of member services. The following are some of the proposed additions:

- New 2-Mile Road Course Circuit , Control Tower and Paddock
- Airplane hangars and tie down area
- Member only clubhouse, lounge and locker room
- Privately owned casitas (12-36 units)
- Privately owned single family residential homes (4-5 homes)
- Private Garages

The MPD will likely be phased in over a period of 15-20 years in order to provide the flexibility needed to determine the expansion of the current use based on member demand. Included in this MDP is a concept plan showing the potential areas for future development and areas that will remain as open space. Development Areas A, B and C indicate areas where development may occur, and conceptual land uses include:

- Development Area A – seasonal and permanent housing including a few single-family residential homes (4-5) and options for smaller casita housing (12-36 units).
- Development Area B - new 2-mile road course and accessory uses (which may include, but are not limited to: private garages, airplane hangars, paddock and control tower), and
- Development Area C - member clubhouse, which may include restaurant, lounge and locker room facilities.

The Master Development Plan is organized into three sections. The first section, Introduction, addresses the regional and local context of the site.

The second section, Site Analysis, identifies and describes on-site and off-site conditions that affect the development of the site.

The third section, Land Use and Development Capability, presents the proposed development and addresses how the design of the project accounts for those on-site and off-site conditions.

Appendix A, Citizen Review Report, compiles required information as outlined in the Cochise County Planning Department Citizen Review Process including:

- Copies of notices sent to property owners;
- Responses, concerns, and questions raised by the public during the notification process;
- Applicant's responses to concerns raised by the public; and

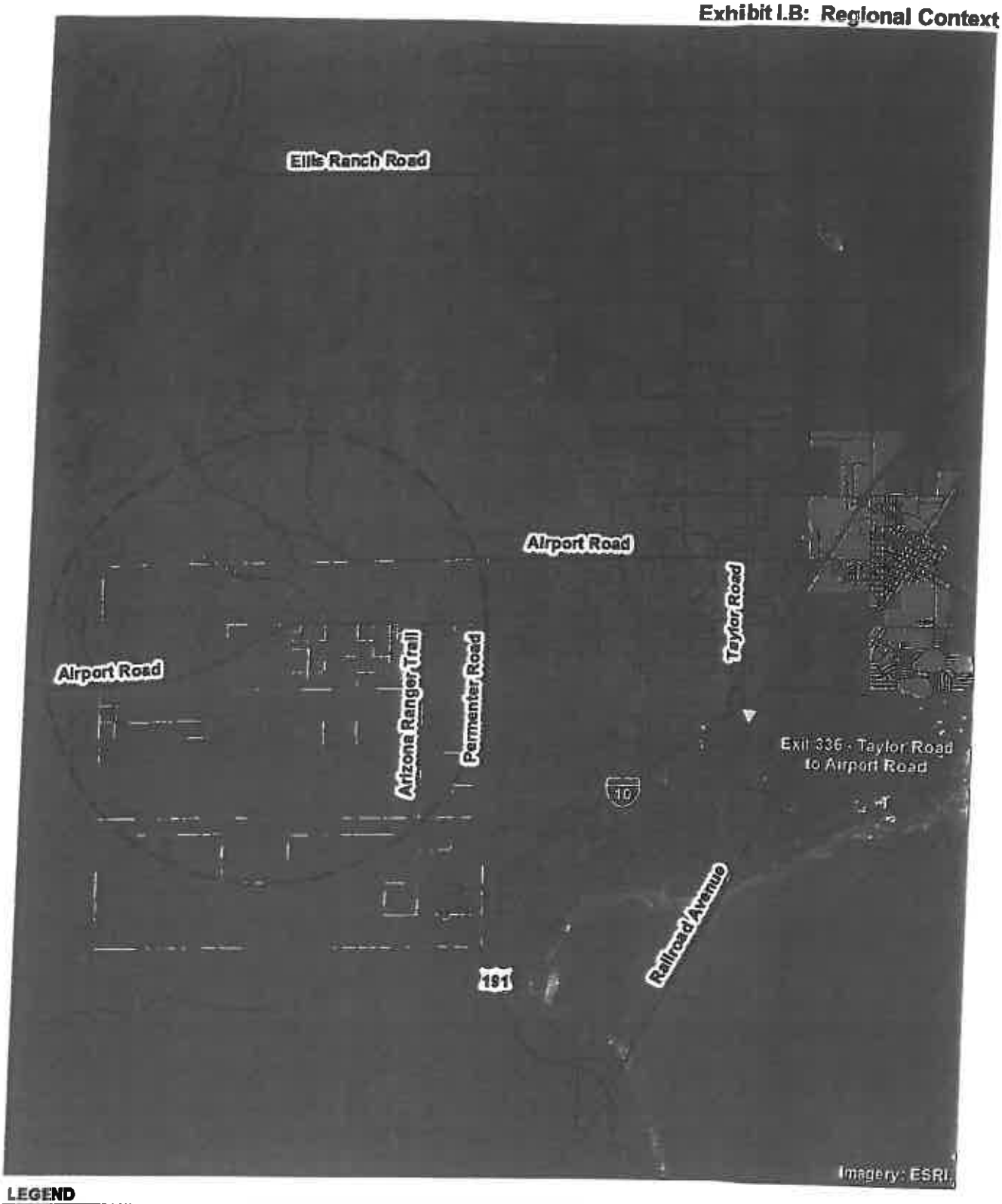
B. Regional Context

Inde Motorsports Ranch is situated on approximately 458 acres north of Interstate 10 in Cochise County, Arizona within Sections 09 and 10 of Township 14 South, Range 23 East. The subject property is located toward the northwest portion of Cochise County approximately 8 miles west of the City of Willcox. Cochise County is primarily a rural community with a mixture of urban and small community lifestyles. The county has a strong history of livestock production, farming and mining throughout most of the county, which continues today. The major urban communities in the county include Benson, Willcox, Sierra Vista-Huachuca City, Douglas and Bisbee. The current population estimate (2011) is 133,289 people.

The primary land ownership in Cochise County is privately held (40%); however, the Arizona State Land Trust holds approximately 35% of all the land in the county. The U.S. Forest Service holds approximately 13%, while the Bureau of Land Management holds approximately 10% of the county land. There is no distinct land ownership pattern in the county; however, the majority of the private land is in central portions of the county, while the State Trust land is primarily in the northwestern, western and southeastern portions of the county. The project site is adjacent to the private and state trust land categories mentioned above.

See Exhibit I.B: Regional Context.

Exhibit I.B: Regional Context



LEGEND

- Master Development Plan Boundary
- City of Willcox
- Parcels
- 3-mile Radius
- Interstate
- Roads

NORTH 0' 6000' 12000'

FILE NAME: reg_context_6x8_IMR-01.mxd
SOURCE: Cochise County GIS, 2013

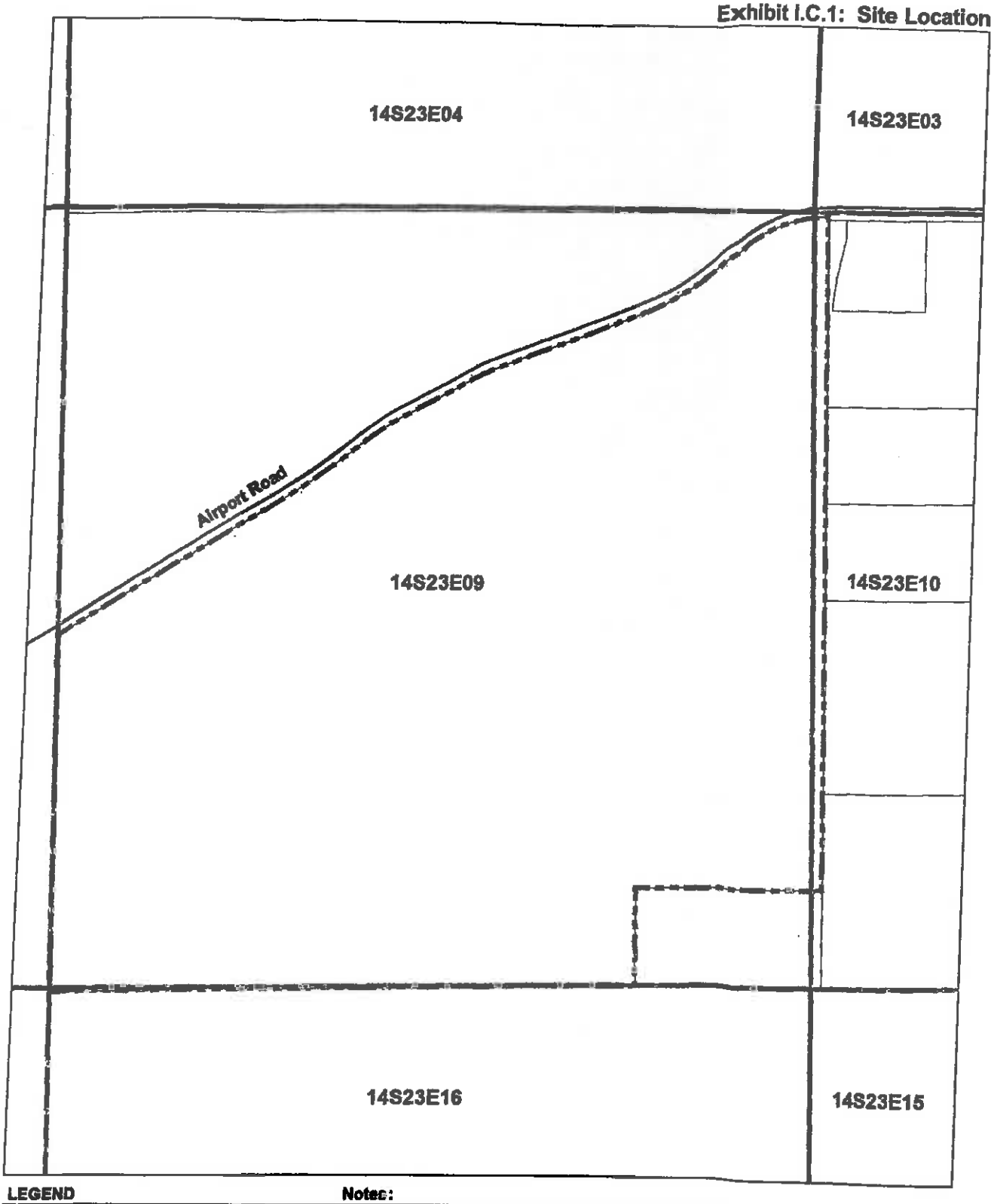
C. Site Location

The proposed Inde Motorsports Ranch Master Development Plan is located approximately 5.5 miles west of the Cochise County Airport and 7 miles west of the Taylor Road exit off Interstate 10. Specifically, the site is located in Township 14 South Range 23 East, and Sections 09 and 10. The project site is approximately 458 acres.

The legal description of the Master Development Plan area is Assessor's Parcel Number 209-86-006B, Cochise County, Arizona, comprising approximately 457.58 acres. The street address is 9301 W. Airport Road, Willcox, Arizona 85643. The site can be described further as that portion of Section 9, lying southerly of the southern boundary of the county road known as "Cascabel and/or Airport", as the road existed on February 5, 1975 in Township 14 South, Range 23 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, except the south half of the southeast quarter of the southeast quarter.

See Exhibit I.C.1: Site Location and Exhibit I.C.2: Aerial Imagery.

Exhibit I.C.1: Site Location



LEGEND

- Master Development Plan Boundary
- Township, Range & Section

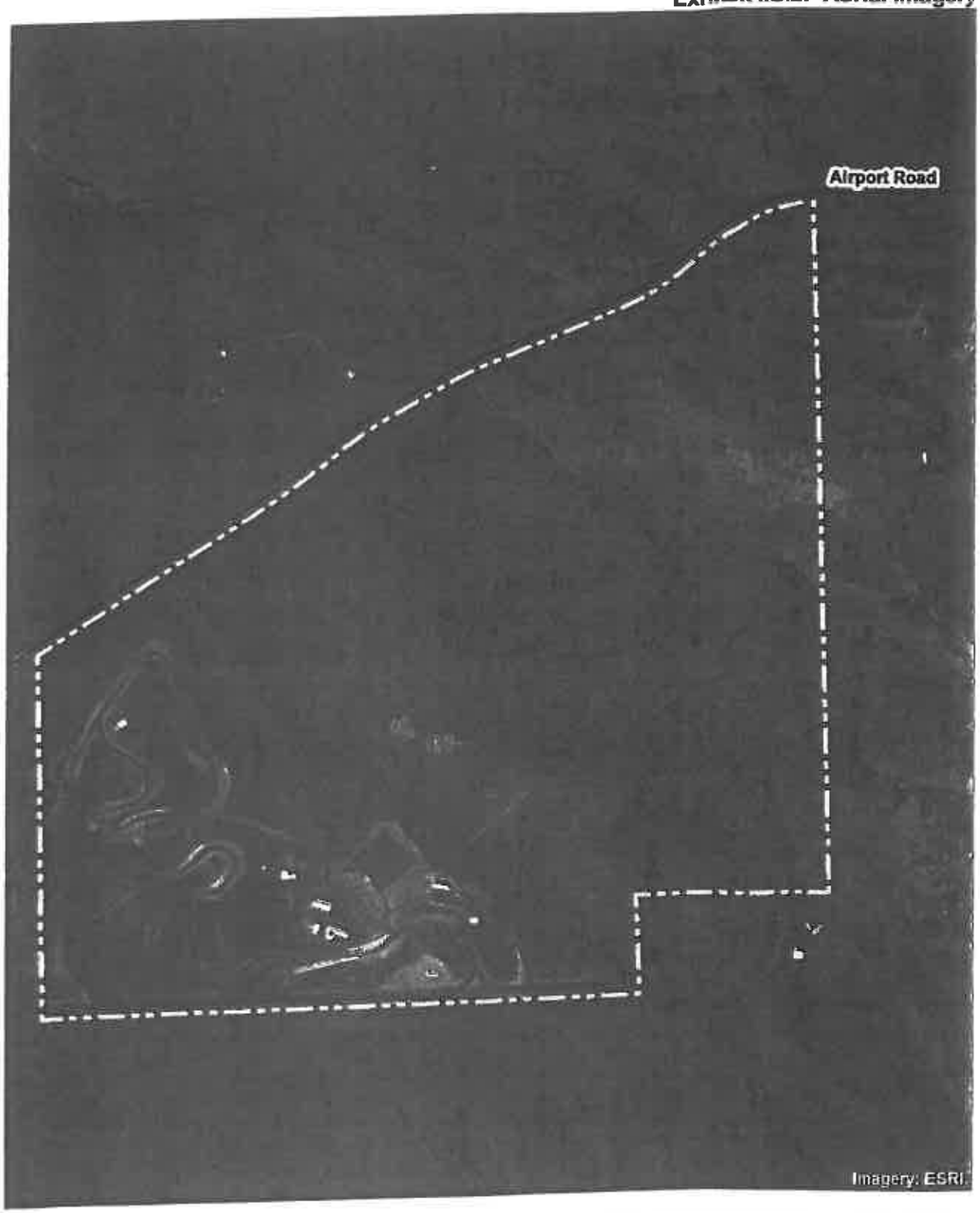
Notes:

Project Site is located at:
Township 14S, Range 23E, and Sections 09 & 10
Site Acreage: Approx. 458 AC
Parcel ID #: 209-86-006B

NORTH 0' 500' 1000'

FILE NAME: location_6x8_IMR-01.mxd
SOURCE: Cochise County GIS, 2013

Exhibit I.C.2: Aerial Imagery



LEGEND

Roads

Master Development Plan Boundary

NORTH 0' 500' 1000'

FILE NAME: aerial_location_6x8_IMR-01.mxd
SOURCE: Cochise County GIS, 2013

D. *Adjacent Land Ownership*

1. Private

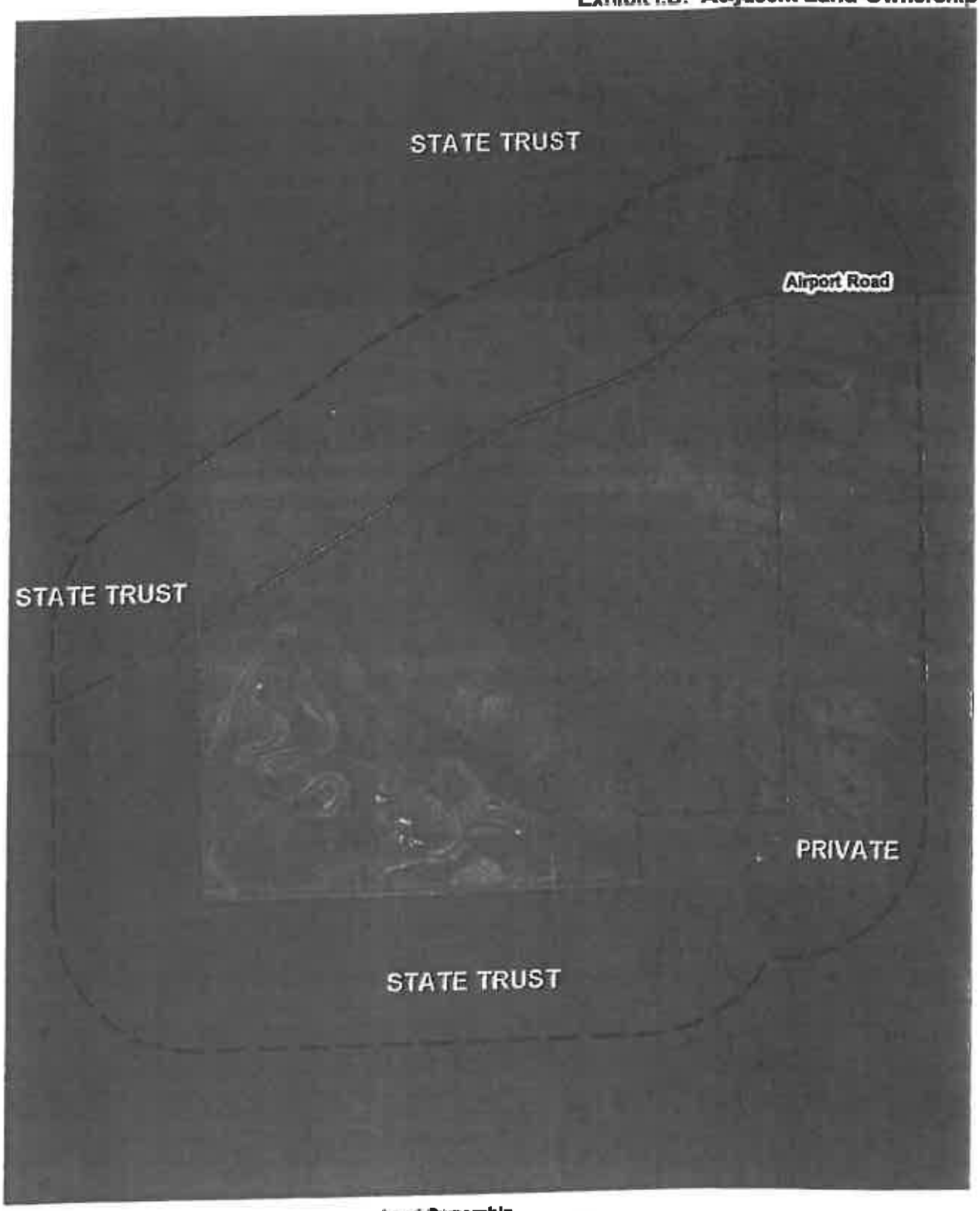
There is private property east and north of the project site as shown in Exhibit I.D: Adjacent Land Ownership. There is also State Trust Land to the north and adjacent to the northeast corner of the project area. The property to the south is primarily State Trust Land with one private single-family residence located near the southeast corner of the site. The existing Inde Motorsports Ranch road course facilities along the western boundary of the Master Development Plan area are bordered by State Trust Land to the west. More information on existing land uses adjacent to the site is included in Section II.C.

2. State Land

The State of Arizona owns land directly south and west of the project site. The goal of the Arizona State Land Department is to provide for Arizona's growth, open space, and State Trust resources through responsible land management strategies. The State Trust Land parcels are currently vacant.

See Exhibit I.D: Adjacent Land Ownership.

Exhibit I.D: Adjacent Land Ownership



LEGEND

- Master Development Plan Boundary
- 1/4-mile Radius
- Roads

Land Ownership

- Private
- State Trust

NORTH 0' 675' 1350'

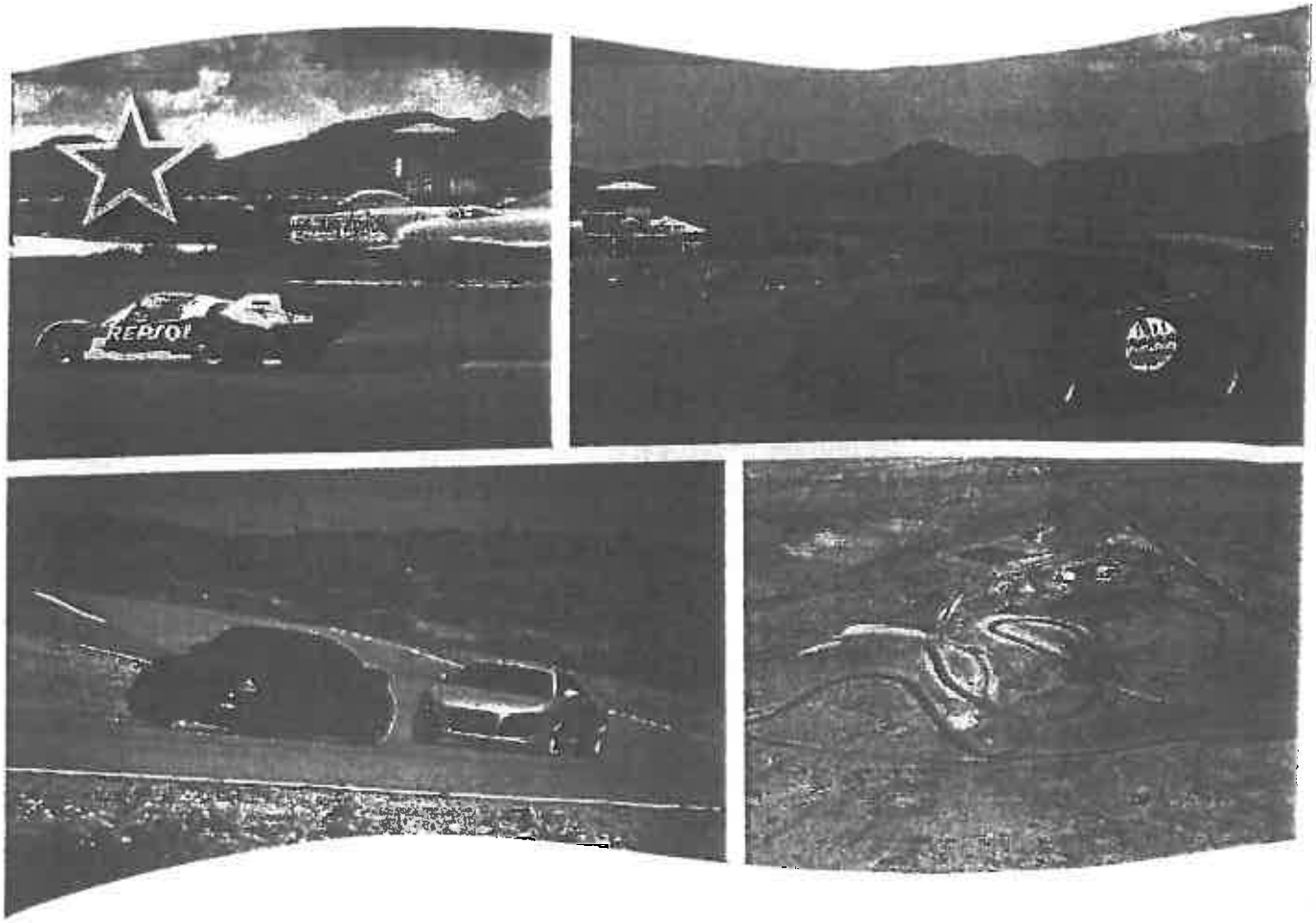
FILE NAME: land_own_6x8_IMR-01.mxd
SOURCE: Cochise County GIS, 2013

E. History

The existing road course area and ancillary facilities for Inde Motorsports Ranch were constructed as the result of a November 12, 2008 conditional approval for a Special Use Permit on the property. The Special Use Permit was approved with the following conditions:

- Noise levels must be kept at 65 decibels or below along the eastern property boundary for any 30-minute continuous period of operation for the track
- Subscription or contract with a fire suppression operation and an emergency medical care provider to provide emergency services to the site must be fulfilled
- Fire suppression and emergency medical care equipment must be kept on-site
- Obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations

Over a year later, on December 12, 2009, Inde Motorsports Ranch opened for business and began welcoming members from all over the world. Since then, motorsports enthusiasts have been enjoying the existing 2.75 mile circuit with its numerous blind corners, hairpin turns and over 200 feet of elevation changes; all designed to take advantage of the natural topography of the land and the breathtaking views of the surrounding mountains.



Site Analysis

JNDE

THE PLANNING CENTER
a division of TPC Group, Inc

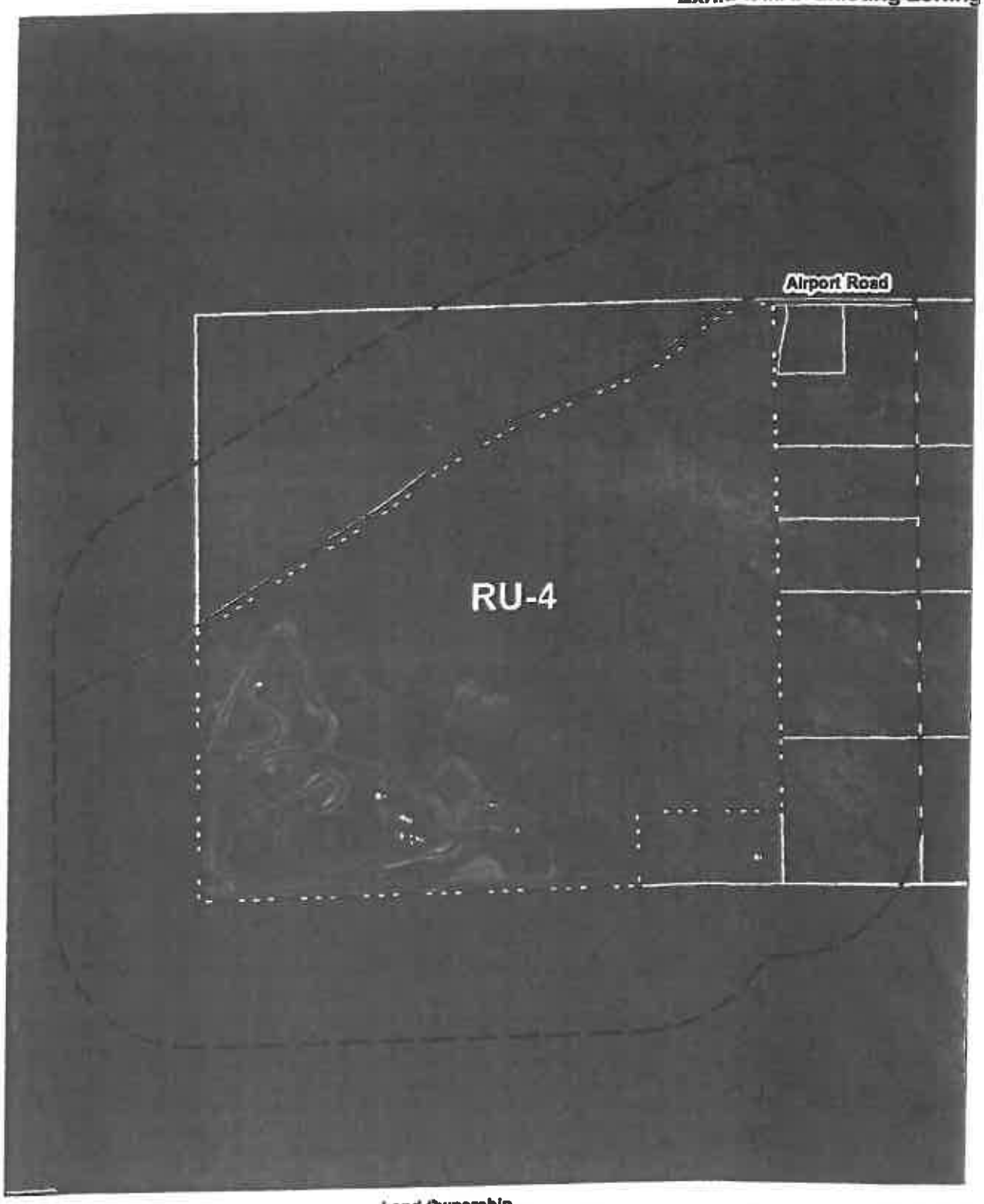
A. *Existing Zoning*

The existing zone on the property is RU-4, which is intended for general rural land uses. Rural zoning districts are primarily used for residential purposes, but do allow non-residential and non-agricultural activities as well as recreational support services that are compatible with rural living. The density allowed by the RU-4 designation is one dwelling per 4 acres.

The zoning designation adjacent to the project site on all sides and within one-quarter mile is also RU-4 (Rural).

See Exhibit II.A: Existing Zoning.

Exhibit II.A: Existing Zoning



LEGEND

- Master Development Plan Boundary
- 1/4-mile Radius
- Parcels
- Roads

Land Ownership

- Private
- State Trust

NOTE: RU-4 zoning covers entire map area

NORTH 0' 675' 1350'

FILE NAME: zoning_6x8_IMR-01.mxd
SOURCE: Cochise County GIS, 2013

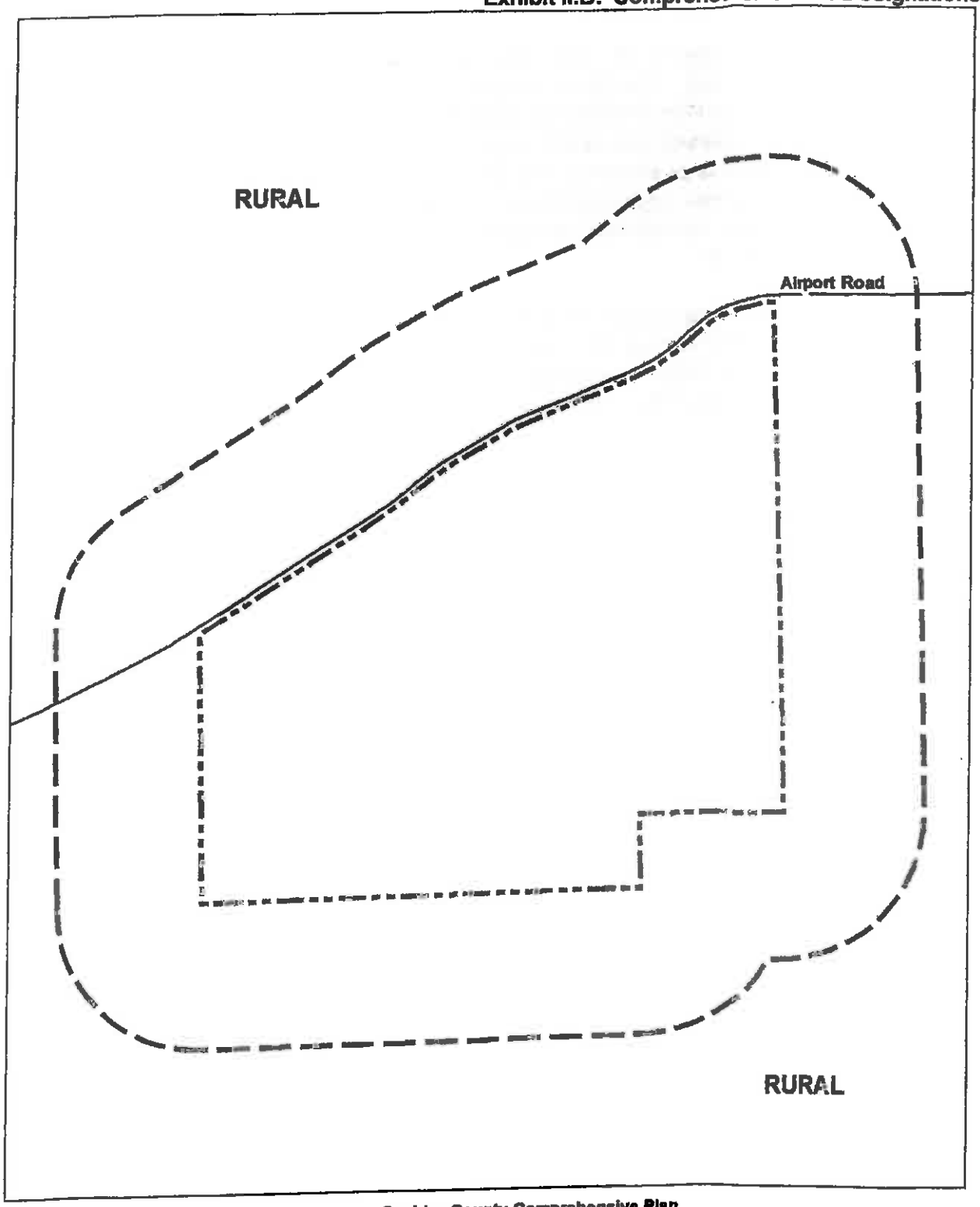
B. *Comprehensive Plan Designation*

The project site lies in an area designated as "Rural" under the Cochise County Comprehensive Plan. The Rural designation is also considered a Category D (Rural) Growth Area. The Plan identifies this designation as having one or more of the following characteristics: sparsely populated; larger lot sizes; agricultural production or grazing; availability of sites large enough for intensive industrial uses that cannot be accommodated in other growth areas; large expanses of private and public lands; and/or have developed and undeveloped recreational resources. The property surrounding the site is also designated as Rural.

Upon approval of the master development plan, and the change in zoning to Planned Development (PD), the site for Inde Motorsports Ranch will be changed to a Master Development Plan (MDP) Comprehensive Plan designation. At that time, the Cochise County Comprehensive Plan map will be amended.

See Exhibit II.B: Comprehensive Plan Designations.

Exhibit II.B: Comprehensive Plan Designations



LEGEND

- Master Development Plan Boundary
- 1/4-mile Radius
- Roads

Cochise County Comprehensive Plan

RURAL

NOTE: The RURAL Comprehensive Plan designation covers entire map area

NORTH 0' 675' 1350'

FILE NAME: comp_plan_6x8_IMR-01.mxd
SOURCE: Cochise County GIS, 2013

C. *Existing Land Uses*

The majority of the property is currently vacant with the exception of the existing Inde Motorsports Ranch road course and facilities. Table II.C lists the buildings on-site, their square footages and building heights in number of stories. An existing unnamed paved road enters the site from Airport Road near the northwest corner of the site and serves the existing road course and associated facilities (See Exhibit II.C: Existing Land Uses). All washes on-site and within a one-quarter mile radius are shown on Exhibit II.D.2: Hydrology. Additionally, there is a chip sealed portion of road that extends south from Airport Road approximately halfway down the eastern property line until it crosses onto the site and connects to the existing paved roadway.

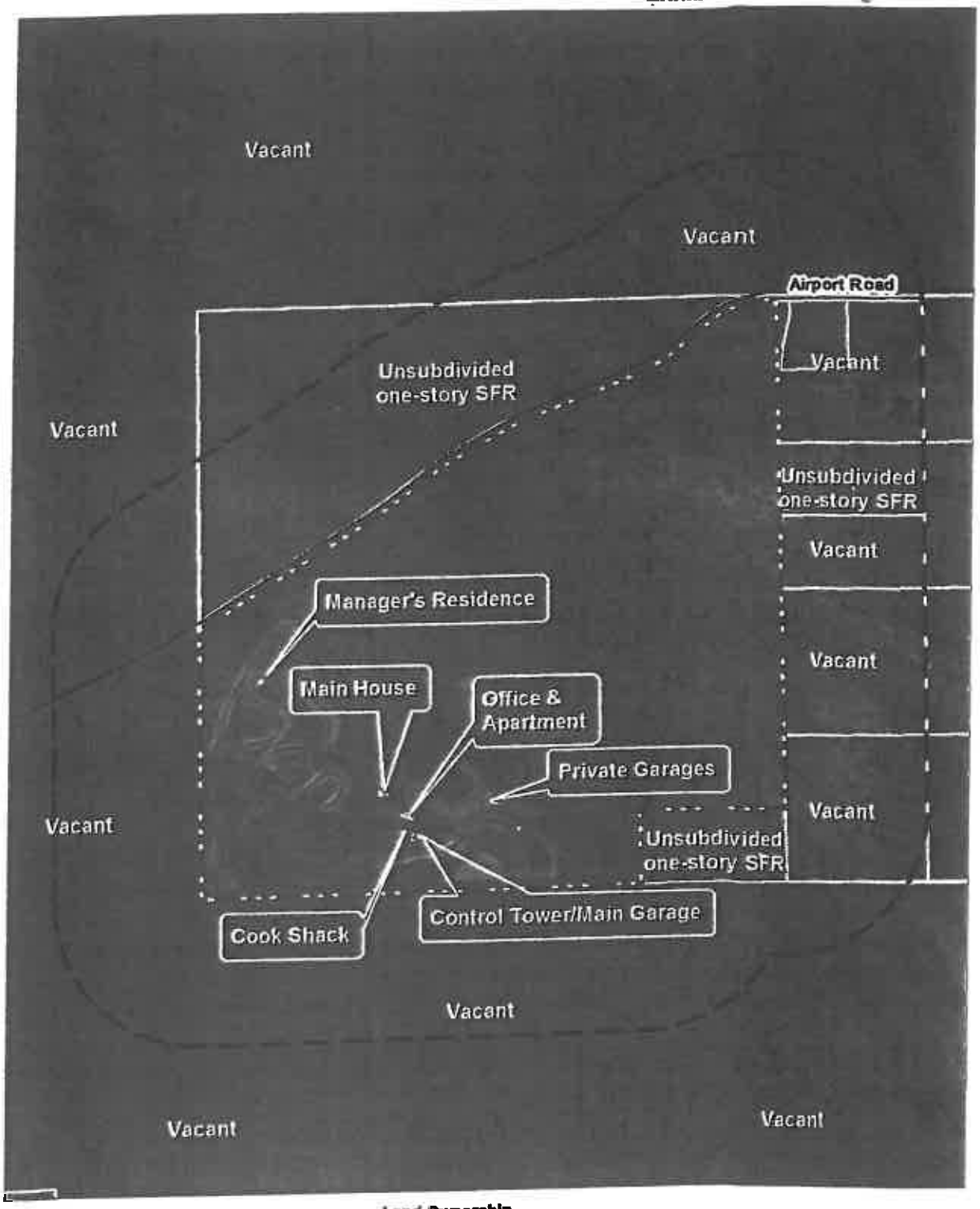
Table II.C: Building Inventory

Existing Building	Current Square Footage	Building Height (Stories)
main house	2,550	1
office & apartment	2,869	1
cook shack	1,446	1
control tower & main garage	6,500	3
private garages	3 at 3,000	1
manager's residence	1,000	1

The property to the north of the site is private land that is primarily vacant with the exception of one single-story single-family residence, associated utilities and accessory structures. Further north is Arizona State Trust Land that is currently vacant. There are privately owned parcels along the eastern property boundary that are vacant except for one single-story single-family residence on approximately 20-acres near the middle of the eastern property line. A final single-story single-family residence on approximately 20-acres is located near the southeast corner of the property. All other land south and west of the project area is vacant Arizona State Trust Land.

See Exhibit II.C: Existing Land Uses.

Exhibit II.C: Existing Land Uses



LEGEND

- Master Development Plan Boundary
- 1/4-mile Radius
- Parcels
- Roads

Land Ownership

- Private
- State Trust

NOTE: RU-4 zoning covers entire map area

NORTH 0' 675' 1350'

FILE NAME: ex_cond_8x8_IMR-01.mxd
SOURCE: Cochise County GIS, 2013

D. *Topography and Drainage*

The general topography of the site consists of undulating hills with shallow arroyos separated by well weathered, non-distinct ridges, which are oriented from the northwest of the site toward the southeast of the site. There is a small mountain located on-site that is over 4,700 feet in elevation. No significant elevation changes occur throughout the rest of the site, but the elevation generally increases in northern and northeastern portions of the property. The highest site elevation is approximately 4,540 feet in the northwestern-most point of the property near the ranch entrance, while the lowest site elevation is approximately 4,450 feet at the southeastern corner of the site. Exhibit II.D has been provided which shows 10-foot elevation contours on the property.

Watersheds contributing to the subject parcel are shown on the Hydrology Exhibit and were defined using USGS Topographic Mapping featuring 20-foot contour intervals. Four watersheds were defined as having significant contributing drainage to the subject parcel. Watersheds are labeled as Drainage Areas 1 through 4 (DA1, DA2, DA3, and DA4), and proceed from southwest to northeast through the subject area. Estimates of the contributing drainage areas were measured from USGS maps, and 100-year peak discharges were determined from Figure D-1 contained in the Arizona State Standard 2-96 for a Level 1 analysis per the Cochise County Floodplain Ordinance. This Level 1 analysis only considers the total drainage area, and consists of an envelope curve drawn on a logarithmic scale. This method will result in conservative estimates of 100-year peak discharges.

DA1 features the watercourse that essentially bisects (from northwest to southeast) the existing road course area. This watercourse flows westerly around the existing road course and consists of an area of about 630 acres (1.0 square miles) with a 100 year peak discharge of about 3,900 cfs.

DA2 will be the primary watercourse to consider for development of the Casitas subdivision, and its runoff flows form a wash that will require an engineered crossing on the proposed east/west road that will connect the new development features to the existing ones. A culvert crossing will be constructed under the east/west road in order to pass runoff flows of the 10 year storm event magnitude. Larger storm events will be allowed to cross over the road within a dip crossing at a maximum 100 year flow depth of less than one foot. For this watercourse, a contributing drainage area of about 130 acres (0.20 square miles) was measured, and 700 cfs as a peak discharge determined. This channel is generally at the western base of the mountain feature on the property, and appears to be well incised. It is also anticipated to feature a relatively narrow floodplain.

DA3 will feature the channel/floodplain on the east side of the mountain feature. It will impact the eastern portions of development within the Master Development Plan area. This watershed was measured at about 210 acres (0.33 square miles), with an estimated 1,200 cfs peak discharge. Another culvert crossing will be placed at the confluence of this watercourse and the east/west road.

DA4 does impact the northeast corner of the property, but is not expected to impact the proposed development. It measured at 620 acres (1 square mile), and 3,900 cfs.

See Exhibit II.D.1: Topography and Exhibit II.D.2: Hydrology.

Exhibit II.D.1: Topography

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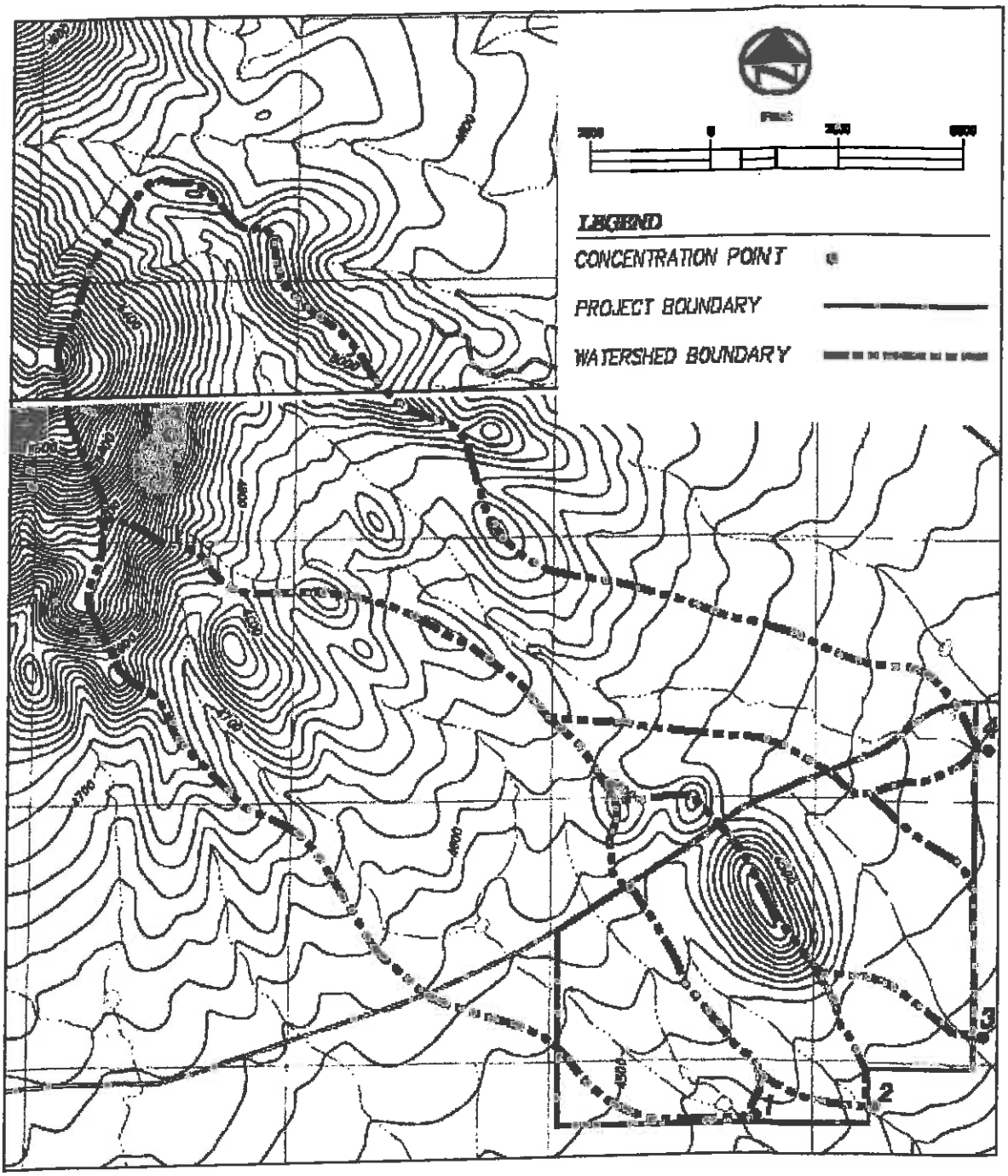
Awaiting Site Topography

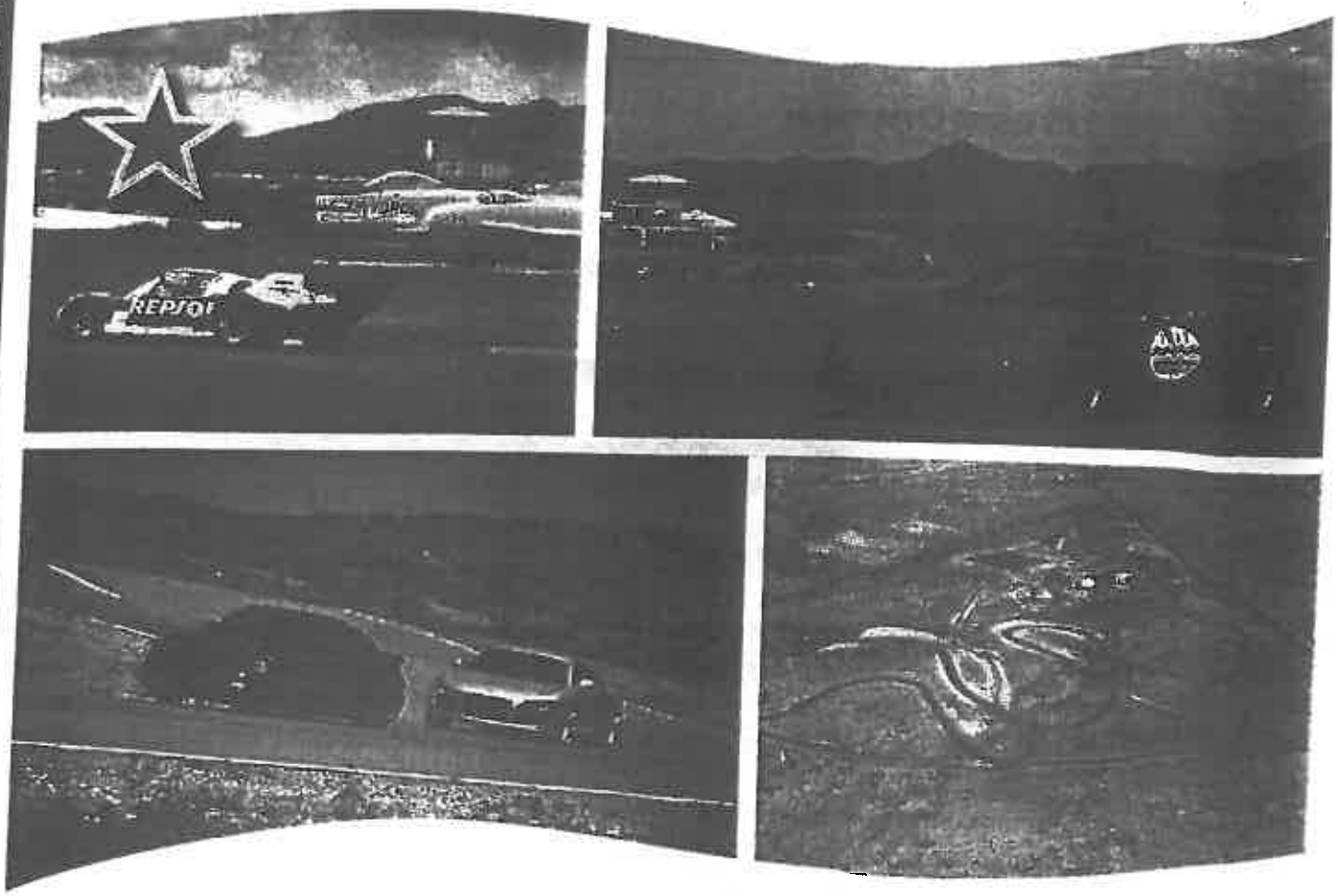
Exhibit II.D.2: On-Site Hydrology



PERRY ENGINEERING

100 EAST SIXTH STREET
TUCSON, AZ 85705
CONTACT: KEN PERRY, P.E.
PHONE: 520.820.4355

HYDROLOGY MAP EXHIBIT
FOR
INDE MOTORSPORTS RANCH



Land Use & Development Capability

J N D E

THE PLANNING CENTER

A. *Project Overview*

1. Requested Zoning

The zoning request for the proposed Inde Motorsports Ranch development is PD (Planned Development).

2. Relationship to Adopted Plans

The proposed rezoning to PD is in conformance with the current Cochise County Comprehensive Plan designation (D-Rural).

B. *Land Use Concept Plan*

The Land Use Concept Plan for Inde Motorsports Ranch is distinguished by its integrated character of land use and preserved open space. The proposal includes setting aside a large portion, approximately 146 acres or 31 percent, of the site. As shown on Exhibit III.A: Land Use Concept Plan, land uses in each of the three development areas (Development Area A, B and C) are connected by a network of roads that branch out from the existing entrance into Inde Motorsports Ranch. Each development area differs in size and will offer varied uses. The northern portion of the property will primarily consist of desert open space left in a natural state. The remaining land within Development Areas A, B and C allow for all Planned Development (PD) uses in accordance with Section 1502: Permitted Uses of the Cochise County Zoning Code. The following is a summary of uses anticipated for each area.

Development Area A: This designation is approximately 80 acres in the middle of the site located south of designated open space. The primary use is anticipated for residential uses to provide a buffer and accommodate road course members for seasonal and permanent housing. Conceptual plans include but are not limited to: privately owned two-story casitas (+/-12-36 units, 3,600 SF lots), privately owned single-family residential homes (+/-4-5 homes, 36,000 SF lots) and private garages (+/- 21,000 SF or 7 buildings each 3,000-12,000 SF). Depending on market conditions, this area may also be used for an RV Park.

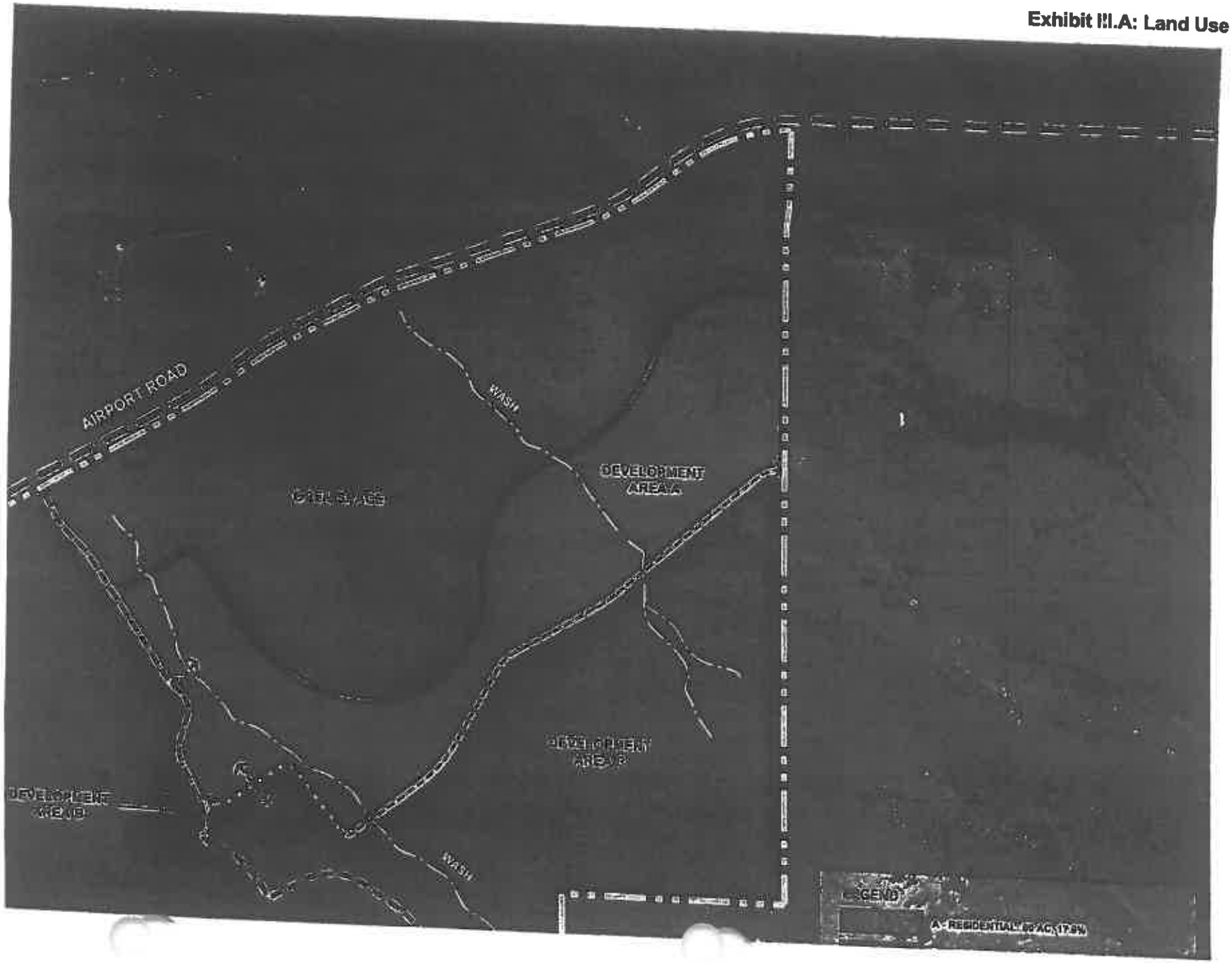
Development Area B: Situated in proximity to the existing road course and Development Area A, this designation is approximately 2 acres of commercial area anticipated to cater to members. Land uses may include but not limited to: restaurant, clubhouse, locker room, and lounge.

Development Area C is approximately 230 acres consisting of the existing and proposed road courses and may include the following associated uses: garages, lounge, snack bar, locker room, control tower and paddock, airplane hangars and tie down area. Additional uses may include an area set aside for fuel reserves.

Exhibit II.A is an example of proposed project areas on the site. This layout is only an example of the general location and type of uses on the subject property. Further

engineering studies will be needed to determine the final layout of lots and building envelopes.

Exhibit III.A: Land Use Concept Plan



C. *Support Data for the Land Use Concept Plan*

1. Landscape & Screening

The overall goal of screening and buffering methods used in Inde Motorsports Ranch is to maintain a natural desert theme incorporating plant materials indigenous to, and blending in with, the natural desert. A 40-foot natural undisturbed open space buffer shall be provided along the perimeters of the property to screen the proposed development from off-site properties. In addition, all proposed non-residential uses shall consist of a minimum 10-foot wide landscape buffer and 5-foot decorative masonry wall when developed adjacent to proposed residential uses.

2. Open Space

The main goal of the project is to preserve the natural beauty of the land by conserving a large majority of the project area as common and/or private natural open space. Detailed studies have been undertaken to understand topography, washes, wildlife corridors and other natural features. These studies will be utilized to protect natural open space resources and to ensure that open space elements are situated where they belong at the individual parcel level and the entire site level. Areas that will be considered for conservation set aside include wash corridors, FEMA floodplains, hillsides with slopes greater than 30%, significant wildlife areas and corridors, and significant stands of unspoiled vegetation.

A minimum of 30 percent or more of the property will be preserved as natural open space. All vegetation will be protected by fencing off during construction activities, and wash crossings will be minimized through open space areas designated to provide habitat connectivity. The master developer will maintain all open space and common areas on-site.

3. Pedestrian Circulation

Pedestrian paths will be incorporated into the project. Paths will be located from Development Area B (commercial area) containing the clubhouse activities to the Development Area A (residential area) as well as Development Area C (road course/associated uses). Pedestrian paths may also follow spine roads and consist of decomposed granite and/or left natural.

4. Utilities

As shown on Exhibit III.A, there is an existing main north/south entrance road serving the existing facilities on the west side of the Master Development Plan area. A second main spine road is proposed to be aligned in the east/west direction to connect the planned improvements. This road is currently planned to be a chip sealed two-lane road, one lane in each direction, with an overall width of 24 feet. This new roadway will possess culvert crossings over the major drainageways that will pass runoff flows from a 10 year storm event under the roadway. During phase IV (described below) of infrastructure improvements, the east/west road is to

connect to the existing north/south chip sealed road along the east side of the Master Development Plan.

Water Service

For water service, there are three wells on the site as shown on Exhibit III.C.4: Utilities Map. Each is capable of producing around 30 gallons per minute. The existing improvements are served by two of these wells. Proposed water service improvements will also be served by the two wells to the west and by an improved existing well to the east. New piping will be provided between the wells and the proposed improvements. Storage tanks, if needed, will be provided in order to meet future calculated peak domestic water flow requirements. The developer is in discussion with ADWR as to whether or not Adequate Water Supply provisions are required for the proposed improvements in the MPD area. Should they be required, an Adequate Water Supply study will be conducted.

Fire

Existing and proposed fire protection is to be provided through a letter of understanding with the Willcox Fire Department. There is currently a trailer mounted water tank with pumping and hose along with multiple fire extinguishers at the road course.

Wastewater

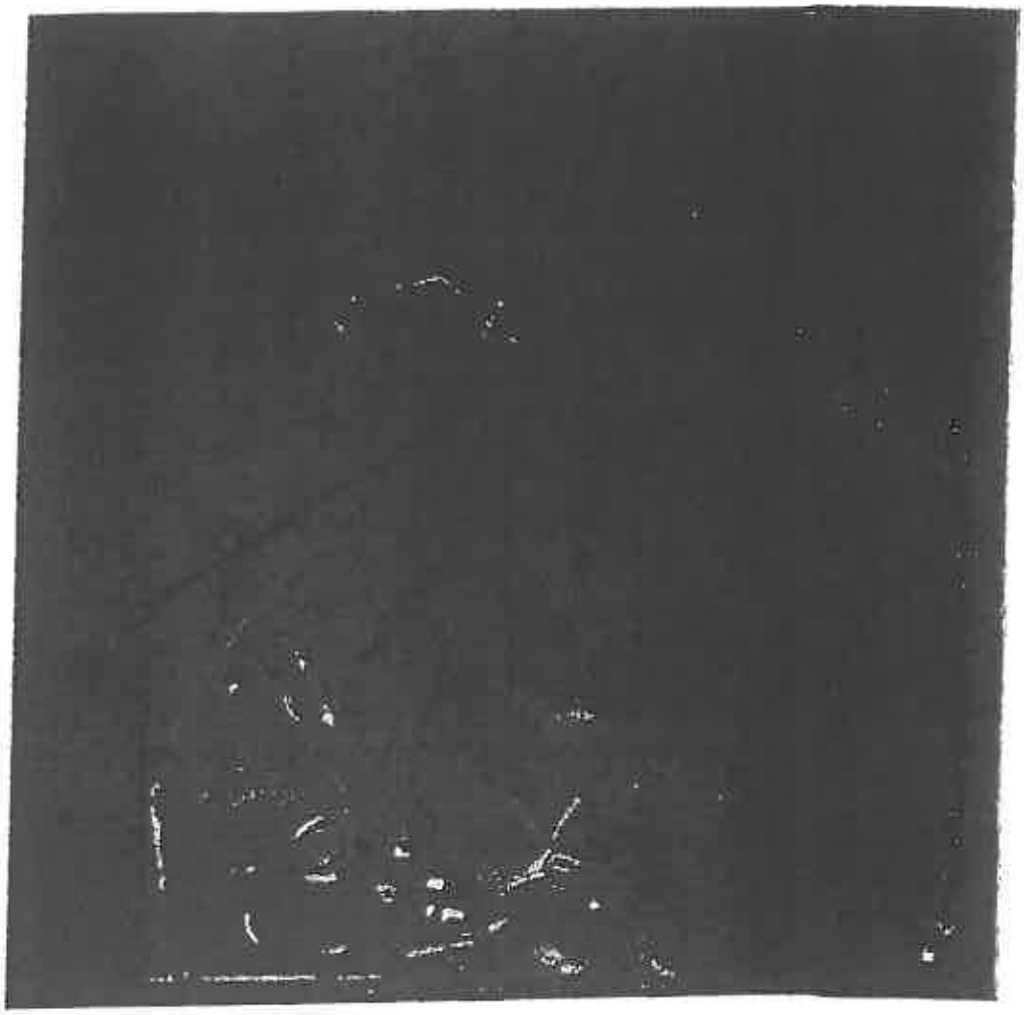
Wastewater treatment for the existing facilities is achieved with septic tanks and leach fields. Sewer service for the future improvements will most continue to be provided by septic tanks and leach fields, especially for the improvements which aren't residential housing. Housing developments are to be platted subdivisions and will be served by community wastewater treatment facilities. It is anticipated six residential housing units will be built at a time, and a septic system or other alternative treatment facility will be adequately sized to serve the six units. The wastewater facilities will be constructed entirely within the Common Areas of the subdivisions, and will be maintained and permitted with ADEQ by the Homeowner's Association (HOA). At the time another six units are constructed, another wastewater treatment facility will be added in the Common Area to be maintained by the HOA. The developer has had several discussions with ADEQ in regards to the wastewater treatment facilities.

Electric Service

Electric service will be provided by Sulphur Springs Valley Electric Coop (SSVEC). Discussions with SSVEC have taken place and the developer is working with the power provider to determine projected loads and the capability of the existing electrical transmission lines to serve the Master Development Plan improvements. Presently, it appears a significant portion of the future amenities can be constructed before any upgrades to onsite or offsite electrical facilities will be required. The actual power needs are to be determined when each improvement is to be started and each phase of development may need to be modified to suit both onsite and

offsite power supply/demand. In addition, phone service and cable TV service will be provided by satellite or other wireless services and will not be hard wired.

Exhibit III.C.4: Utilities Map



LEGEND

PROJECT BOUNDARY

EXISTING OHE SSVEC LINE ----- OHE -----

WELL LOCATION

PERRY ENGINEERING

100 EAST SIXTH STREET
TUCSON, AZ 85705
CONTACT: KEN PERRY, P.E.
PHONE: 520.820.4355

EXISTING UTILITY MAP
FOR
INDE MOTORSPORTS RANCH

5. Phasing for Amenities

To preserve the rural nature of the site, the site amenities will be provided as needed for Development Area A, B and C. Pedestrian circulation will consist of pedestrian paths (decomposed granite) to minimize the additional concrete, roadways will maintain the rural feel without a requirement for curb and gutter, and street lighting will be minimal to preserve the "Dark skies" Ordinance. Open Space will be dedicated within phase 1 development. The park/recreational facilities will be provided by enhancing the road course facilities. A preliminary phasing plan is shown below and subject to change; however all necessary infrastructure will be provided to accommodate the phasing of the development. The following is a conceptual phasing plan for MDP infrastructure improvements separated into four stages:

Phase I:

- Open Space dedication
- North/South Spine Road improvements
- 6 casitas in the 24-unit project area.
- 4 garage buildings (identical to the existing 3).
- Member locker room with showers and restrooms.

Phase II:

- 6 casitas in the 24-unit project area.
- 4 garage buildings (identical to the existing 3 to the southeast of the existing road course).
- New road course with associated buildings to include timing and scoring building, classroom, and restroom.

Phase III:

- 6 casitas in the 24-unit project area.
- 4 garage buildings (Identical to the existing 3).
- 8,000 sq ft member clubhouse with restrooms and dining area/kitchen.
    - Pedestrian paths from clubhouse to residential and road course areas
- 4 single-family homes.

Phase IV:

- 6 casitas in the overall 24-unit project.
- 4 garage buildings (Identical to the existing 3).
- 4 single family homes.
- 20 Private Garages and Casitas to the northeast of the proposed road course.
- East/West Spine Road improvements

6. Development Standards

The following development standards apply to all development areas (Development Areas A, B and C).

	Commercial and Industrial Uses	Residential Uses
[redacted]	None	
[redacted]	None	
[redacted]	None	85 percent
[redacted]	None	
[redacted]	50 feet	
[redacted]	Per Building Code	
[redacted]	N/A	Front: 18 feet Rear: 5 feet Side: Per Building Code
[redacted]	40 feet	
[redacted]	• 10 feet from any interior property line unless adjacent to non-residential uses	

7. Parking

Residential parking shall be accommodated for within individual garages and driveways. Nonresidential parking shall be subject to the required parking by the Cochise County Zoning Code, Section 1804: Off-Street Parking and Loading. Considering the site hosts a member-only road course and will be subject to member and employees only, the road course parking should be calculated as follows:

- Existing Road Course shall have a minimum of 40 parking spaces, 2 of which must be handicapped spaces in accordance with ADA requirements from the 2006 IDC, Chapter 11 and ICC/ANSI 117.1, 2003 Edition.
- Proposed Road Course and control tower (approximate building square footage of 1,000 sf) shall have a minimum of 10 parking spaces.
- During special events, the existing paddock area (approximately 2-acres) shall be used for parking. The Inde Motorsports Ranch will be in charge of maintaining and enforcing this area during special events.

8. Development Impact

The existing population associated with the existing facilities is one full time resident, three part time residents, and four part time workers. The part time workers commute to the site. The existing improvements have little to no impact to community services or facilities. Furthermore, since water and sewer services are private, the only use of public utilities is electric from Sulphur Springs Valley Electric Coop.

The projected population is going to be a seasonal one, and therefore year round population numbers are difficult to predict. It is anticipated each new residential unit will have an average of 1.5 residents per unit. With the proposed ultimate number of dwelling units to be around 52, this would represent a full time additional population of 78 residents. Staffing needs for the ultimate build out will add approximately three full-time equivalent workers. However, since these are seasonal residents and the staff is minimal, the impact to regional and community facilities will be small. The impact to the electrical service will be upgraded and improved if needed to avoid negative impacts to other users in the area.

9. Water Supply

Per ongoing discussions with the Arizona Department of Water Resources, an analysis of Adequate Water Supply may not be required for the improvements proposed within the Master Development Plan area. Should an Adequate Water Supply become necessary per ADWR, an Adequate Water Supply study will be conducted and status determined.

10. Trip Generation

The Master Planned Development site is located in a remote, rural area and the lone access is provided by a paved two-lane road, Airport Road. The owners of the property improved Airport Road with chip sealing and a widening for a left-turn lane at the entrance to the Inde Motorsports Ranch at the time the existing road course, clubhouse, garages and other facilities were constructed. Though existing traffic counts are not available through the county or City of Willcox for Airport Road, it is believed the average daily trips (ADT) are low, particularly in the vicinity of the site.

Almost all traffic coming and going to the site is from the east, off Interstate 10. Because it is anticipated most of the vehicular traffic is originating from the more heavily populated areas to the west of Willcox, it is imagined most traffic on Airport

Road coming to and leaving the Ranch uses Airport Road and Taylor Road to gain access to and from I-10.

Existing offsite traffic data appears to be unavailable. Existing onsite traffic is comes from two residences and the road course. Currently about 15 cars visit the road course on weeks when there are no special events. Weekends with planned activities can yield up to 100 cars.

Projected future traffic is to come from both residents and from those visiting the road courses and garages. Residential traffic can be computed at about 8 average daily trips per residence. With the ultimate buildout, there are approximately 52 homes planned, for daily average, if not seasonal, of 416 trips per day. Seasonal traffic would generate traffic counts lower than this figure. Staff would account for another 10 trips per day as they come and go to work. The recreational use currently generates a small number of trips and the future road course is not anticipated to generate many additional trips.

11. Water Conservation

The use of drought tolerant and native vegetative species will be strongly encouraged in landscaping within both the common and private areas, except in limited rear-yard areas. The use of low water irrigation systems, such as drip irrigation will be strongly encouraged among the residents of the community. Design Guidelines and Sustainability Standards will promote the installation of water conservation features such as gray water systems, low flow appliances, water harvesting systems and resident awareness of water conservation methods. Every effort will be made to ensure that all water used in this development is done in a manner which is prudent and which will minimize waste of this precious resource.

12. Soil Analysis

Information on the soils comprising these watersheds was observed using the NRCS web soil survey at www.websoilsurvey.nrcs.uda.gov. According to the soils identified therewith, the major portion of the proposed development area lies within what's known as the Stronghold-McAllister-Elgin soil complex complex, which is rated at "medium" to "high" corrosivity, but does not appear to be especially erosive.

13. Development Statement

It is the intent of the developer to submit a subdivision plat within one year of rezoning approval.

Bibliography

Aerial Photographs, ESRI, DigitalGlobe, 2009-2012.

Cochise County Comprehensive Plan, adopted 1984.

FEMA Flood Insurance Rate Map

Institute of Transportation Engineers, Trip Generation Manuals, 7th Edition, Volumes 1 & 3, 2003

Cochise County Zoning Regulations, Article 4: Master Development, Article 15: Planned Development Districts, and Article 18: Site Development Standards.

United States Department of Agriculture, Natural Resources Conservation Service, NRCS http://websoilsurvey.nrcs.usda.gov/app/HomePage.htm

Appendix A: Citizen Review Report

Copy of Notice Sent to Property Owners

Inde Motorsports Ranch
9301 W Airport Rd
Willcox, AZ 85643

Re: Master Planned Development at Inde Motorsports Ranch

Dear Neighbor:

This letter is to inform you of a proposed Master Planned Development (MPD) on approximately 450 acres located at the Inde Motorsports Ranch (IMR). IMR is an existing private motorsports club located north of Interstate 10 off of Airport Road, west of the Willcox city limits. The purpose of the MPD is to satisfy our long-term development goals at IMR. The long term goals include enhancements to the existing use and expansion of member services, including some of the following additions:

- New 2-Mile Road Course Circuit , Control Tower and Paddock
- Airplane hangars and tie down area
- Member only clubhouse, lounge and locker room
- Privately owned casitas (12-36 units)
- Privately owned single family residential homes (4-5 homes)
- Private Garages

The MPD will likely be phased in over a period of 15-20 years and provide us with flexibility to determine the expansion of our current use based on member demand. Attached is a concept plan showing the potential areas for future development and areas that will remain as open space. Development Areas A, B and C indicate areas where development may occur, and conceptual land uses include:

- It is envisioned that Development Area A would be developed to provide housing for members. We are anticipating that there would be a need for a few single family residential homes (4-5) and options for smaller casita housing (12-36 units).
- Development Area B is proposed for a new 2-mile road course track and accessory uses (which may include, but not limited to: private garages, airplane hangars, paddock, control tower, etc.), and
- Development Area C is anticipated to have a member clubhouse, which will include restaurant, lounge and locker room facilities.

As shown on the concept plan, the MDP allows for sufficient setbacks to Airport Road through designated open space area, and buffer areas will be provided around the perimeter of the site adjacent to surrounding properties to mitigate any development impacts.

We will be submitting our application to Cochise County on May 29th which would place us on the July 10th Planning and Zoning Commission meeting docket. We would greatly appreciate your support and input. Please feel free to call me directly at (818) 620-3938 or via email at cdorland@indemotorsports.com should you have any questions or would like to schedule a meeting to discuss the proposed project.

Sincerely,

CJ Dorland
President
Inde Motorsports Ranch

Summary of Concerns, Questions and Comments

- The letter was sent out on May 13, 2013. No comments have been received to date.