

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 7th DAY OF JULY 2016**

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

ROLL CALL - Recording Secretary Sherry Van Allen called the roll.

PRESENT

Mayor Robert A. Irvin
Vice Mayor Earl Goolsby
Councilman Elwood A. Johnson
Councilman Gerald W. Lindsey
Councilman William "Bill" Nigh
Councilman Timothy A. Bowlby
Councilman Michael J. Laws

STAFF

City Manager Ted Soltis
Recording Secretary Sherry Lynn Van Allen
City Attorney Ann P. Roberts
Finance Director Crystal Hadfield
Library Director Tom Miner

PLEDGE OF ALLEGIANCE TO THE FLAG - Led by Mayor Irvin

CALL TO THE PUBLIC - Rob Jones stated that he was pleased to read the positive articles in this week's edition of the Arizona Range News. He commended Council for approving the WASA contract. He also thanked staff for all they do.

DECLARATION ON CONFLICT OF INTEREST - None

ADOPTION OF THE AGENDA

MOTION: Vice Mayor Goolsby made a motion to adopt the agenda.

SECONDED: Councilmember Lindsey seconded the motion.

MOTION CARRIED

APPROVAL OF MINUTES OF THE REGULAR MEETING OF JUNE 16, 2016

MOTION: Vice Mayor Goolsby made a motion to approve the minutes as corrected.

SECONDED: Councilmember Laws seconded the motion.

DISCUSSION: Corrections will be made to the last paragraph replacing Mayor Lindsey with Councilmember Laws and to add bracket to the abbreviated (WWTP).

MOTION CARRIED

APPROVAL OF MINUTES OF THE WORK SESSION OF JUNE 23, 2016

MOTION: Councilmember Lindsey made a motion to approve the minutes with a correction to the second paragraph to read City Manager in place of City Attorney.

SECONDED: Councilmember Bowlby seconded the motion.

MOTION CARRIED

APPROVAL OF MINUTES OF THE SPECIAL MEETING OF JUNE 23, 2016

MOTION: Vice Mayor Goolsby made a motion to approve the minutes as presented.

SECONDED: Councilmember Lindsey seconded the motion.

MOTION CARRIED

WORKERS' COMPENSATION COVERAGE RENEWAL - ED BANTEL

Mr. Bantel gave an update on the Workers' Compensation coverage renewal. He, as last year, complemented the City for all of the positive improvements made in relation to the Workers' Compensation program.

MOTION: Vice Mayor Goolsby made a motion to approve the Workers' Compensation coverage renewal.

SECONDED: Councilmember Lindsey seconded the motion.

DISCUSSION: Councilmember Lindsey asked why the losses were so high prior to the last few years. City Manager Soltis responded stating that W/C claims drove the rates, and the City has since implemented new procedures to minimize fraudulent claims from occurring. Mr. Bantel explained how the claims stay on the City's experience rate for three years, and the City will see the e-mod rate continue to decline as the high-claim years are removed.

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MOTION CARRIED

PUBLIC HEARING ON FISCAL YEAR 2016-2017 BUDGET

PUBLIC HEARING OPENED: Mayor Irvin opened the Public Hearing at 6:47p.m.

DISCUSSION: Rachel Garza asked several questions regarding the budget. City Manager Soltis and Finance Director Hadfield responded to her questions.

PUBLIC HEARING CLOSED: Mayor Irvin closed the Public Hearing at 6:50 p.m.

PUBLIC HEARING ON PROPERTY TAXES

PUBLIC HEARING OPENED: Mayor Irvin opened the Public Hearing at 6:50 p.m.

PUBLIC HEARING CLOSED: Mayor Irvin closed the Public Hearing at 6:51 p.m. with no comments.

RESOLUTION 2016-13 - A RESOLUTION ADOPTING THE FINAL BUDGET OF THE CITY OF WILLCOX FOR FISCAL YEAR 2016-2017

MOTION: Councilmember Lindsey made a motion to approve Resolution 2016-13 as presented.

SECONDED: Vice Mayor Goolsby seconded the motion.

DISCUSSION: None heard

MOTION CARRIED: (6 - Aye's: Irvin, Goolsby, Lindsey, Nigh, Bowlby, and Laws; 1 - Nay: Johnson)

RESOLUTION 2016-14 - A RESOLUTION RENEWING THE SOLID WASTE SERVICES CONTRACT WITH SOUTHWEST DISPOSAL

MOTION: Vice Mayor Goolsby made a motion to approve Resolution 2016-14.

SECONDED: Councilmember Laws seconded the motion.

DISCUSSION: Councilmember Lindsey asked questions pertaining to the contract renewal. Finance Director Hadfield responded clarifying that the new contract is the same as had previously been approved.

MOTION CARRIED

CITY MANAGER'S REPORT

- He provided an update on the Quail Park Rodeo grounds grandstands that were damaged last week during a micro-burst. The insurance representatives have been out, and they are moving as quickly as possible to replace them. Councilmember Laws asked how much the deductible was. Soltis responded \$10,000.
- He provided an update on the Waste Water Treatment Plant (WWTP) project. He said it is on track, but there have been some personnel changes in some of the other agencies. Councilmember Lindsey asked about the WWTP having provisions for septic collection. Soltis responded that the provisions are still in place.
- He announced that he will be attending the ACMA conference July 20th - July 22nd.

COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS

- Councilmember Bowlby commented that the 4th of July was very well presented. He expressed his appreciation for the work of the Fire Department. He then commented on the articles in the newspaper.
- Councilmember Laws stated that he enjoyed the fireworks. He also stated he knows the City is working diligently to repair the grandstands at Quail Park. He also reiterated he is proud to be on the City Council and gave a thumbs up to City Manager and staff.
- Vice Mayor Goolsby also stated he enjoyed the 4th of July celebration. He is proud to be a member of the Council that represents the Willcox community.

ADJOURN

With no further business before the Mayor and Council, the meeting was adjourned at 7:04 p.m. by Mayor Irvin.

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the City Council of the City of Willcox held on the 7th day of July 2016. I further certify that the meeting was duly called and held, and that a quorum was present.

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 7th DAY OF JULY 2016**

Dated this 7th day of July 2016

Recording Secretary Sherry L. Van Allen

PASSED, APPROVED AND ADOPTED this 4th day of August 2016.

Mayor Robert A. Irvin

ATTEST:

City Clerk Virginia A. Mefford, CMC



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007
www.azliquor.gov
(602) 542-5141

16 JUN 27 Liq. Lic. PM 2:49
16 JUN 1 Liq. Dept AM 9:07

16 JUN 23 Liq. Dept PM 1:08

Application for Liquor License
Type or Print with Black Ink

SECTION 1 This application is for a:

- Interim Permit (Complete Section 5)
New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
Person Transfer (Complete Section 2, 3, 4, 12, 13, 14, 16)
Location Transfer (Bars and Liquor Stores Only)
Probate/ Will Assignment/ Divorce Decree
Government (Complete Sections 2, 3, 4, 10, 13, 16)
Seasonal

SECTION 2 Type of Ownership:

- J.T.W.R.O.S. (Complete Section 6)
Individual (Complete Section 6)
Partnership (Complete Section 6)
Corporation (Complete Section 7)
Limited Liability Co (Complete Section 7)
Club (Complete Section 8)
Government (Complete Section 10)
Trust (Complete Section 6)
Tribe (Complete Section 6)
Other (Explain)

SECTION 3 Type of license

LICENSE # 09020053

1. Type of License: SERIES 09, LIQUOR STORE

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE

A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 4 Applicants

1. Individual Owner/Agent's Name: ROMERO MAGDALENA
Last First Middle PI076460

2. Owner Name: WILLCOX LIQUORS LLC
(Ownership name for type of ownership checked on section 2) BI056928

3. Business Name: MILO'S LIQUORS
(Exactly as it appears on the exterior of premises) BI005958

4. Business Location Address: 144 S HASKELL WILLCOX AZ 85643 COCHISE
Street City State Zip Code County

5. Mailing Address: 144 S HASKELL WILLCOX AZ 85643
(All correspondence will be mailed to this address) Street City State Zip Code

6. Business Phone: 520-384-2866 Daytime Contact Phone: 520-507-3530

7. Email Address: romero2126@outlook.com

8. Is the Business located within the incorporated limits of the above city or town? Yes No

9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? Yes No

If Yes, what City, Town or Tribal Reservation is this Business located in:

10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) \$ OK OK

Fees: Application \$100.00 Interim Permit Department Use Only Site Inspection \$122.00 Finger Prints \$122.00 Total of All Fees
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? Yes No
Accepted by: Date: 6/27/16 License #: 09020053

16 JUN 27 Lic. Lic. PM 2 49

SECTION 5 Interim Permit

- If you intend to operate business when your application is pending you will need an interim permit pursuant to ARS § 4-203.01
- There **MUST** be a valid license of the same type you are applying for currently issued to the location or for the replacement of a Hotel/Motel license with a Restaurant license pursuant to A.R.S. § 4-203.01.

1. Enter license number currently at the location: _____

2. Is the license currently in use? Yes No If no, how long has it been out of use? _____

Attach a copy of the license currently issued at this location to this application.

I, _____ declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.
 (Print Full Name)

X _____ State of _____ County of _____
 (Signature of CURRENT Individual Owner/Agent) The foregoing instrument was acknowledged before me this _____

My commission expires on: _____ of _____ / _____ / _____
 Date Day Month Year

 Signature of NOTARY PUBLIC

SECTION 6 Individual, Partnership, J.T.W.R.O.S, Trust, Tribe Ownerships

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

Individual

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code

Is any person other than above, going to share in profit/losses of the business? Yes No

If Yes, give name, current address, and telephone number of person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City	State	Zip Code	Phone #

Partnership

Name of Partnership: _____

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

J.T.W.R.O.S (Joint Tenant with Rights of Survivorship)

Name of J.T.W.R.O.S: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 6 - continued

16 JUN 27 149. Lic. # 249

TRUST

Name of Trust: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

TRIBE

Name of Tribal Ownership: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 7 Corporations/ Limited Liability Co

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

Corporation Complete Questions 1, 2, 3, 4, 5, 6, and 7

L.L.C. Complete Questions 1, 2, 3, 4, 5, 6, and 7

1. Name of Corporation/ L.L.C.: WILLCOX LIQUORS LLC

2. Date Incorporated/Organized: 05/12/16 State where Incorporated/Organized: ARIZONA

3. AZ Corporation or AZ L.L.C File No: L2918350 Date authorized to do Business in AZ: 05/16/16

4. Is Corp/L.L.C. Non Profit? Yes No

5. List Directors, Officers, Members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City	State	Zip Code
ROMERO	MAGDALENA		MEMBER	144 S HASKELL	WILLCOX	AZ	85643

(Attach additional sheet if necessary)

6. List all Stockholders / percentage owners who own 10% or more:

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
ROMERO	MAGDALENA		100	144 S HASKELL	WILLCOX	AZ	85643

(Attach additional sheet if necessary)

7. If the corporation/ L.L.C are owned by another entity, attach an Organizational **FLOWCHART** showing the structure of the ownership. Attach additional sheets as needed in order to disclose the Officers, Directors, Members, Managers, Partners, Stockholders and percentage owners of those entities.

SECTION 8 Club Applicants

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

1. Name of Club: _____

2. Is Club non-profit? Yes No

3. List all controlling members (minimum of four (4) requested)

Last	First	Middle	Mailing Address	City	State	Zip Code

(Attach additional sheet if necessary)

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

1. Current Licensee's Name: _____
(Exactly as it appear on the license) Last First Middle

2. Assignee's Name: _____
Last First Middle

3. License Type: _____ License Number: _____

ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE.

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

1. Government Entity: _____

2. Person/Designee: _____
First Last Middle Day time Contact Phone #

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

SECTION 11 Location to Location Transfer: Series 6 Bar, Series 7 Beer & Wine Series 9 Liquor Stores only)

1. Current Business: Name: _____
Address: _____
(Exactly as it appears on license)

2. New Business: Name: _____
Address: _____

3. License Type: _____ License Number: _____

STATE OF ARIZONA
DEPARTMENT OF LIQUOR LICENSES
AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

License 09020053

Issue Date: 9/18/2006

Expiration Date: 6/30/2016

Issued To:
MANUEL ROMERO GAETA, Agent
ROMERO'S LICORES LLC, Owner

Location:
MILO'S LIQUORS
144 S HASKELL
WILCOX, AZ 85643

Mailing Address:
MANUEL ROMERO GAETA
ROMERO'S LICORES LLC
144 S HASKELL
WILCOX, AZ 85643



POST THIS LICENSE IN A CONSPICUOUS PLACE

SECTION 12 Person to Person Transfer

16 JUN 27 Lic. Lic. PM 2 149

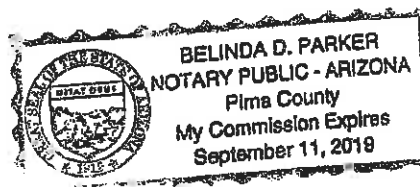
Questions to be completed by Current Licensee (Bar and Liquor Stores Only- Series, 06, 07, and 09)

1. Individual Owner / Agent Name: ROMERO GAETA MANUEL Entity: AGENT
Last First Middle (Individual, Agent, Etc)
2. Ownership Name: ROMERO'S LICORES LLC
(Exactly as it appears on license)
3. Business Name: MILO'S LIQUORS
(Exactly as it appears on license)
4. Business Location Address: 144 S HASKELL WILLCOX AZ 85643
Street City State Zip
5. License Type: SERIES 09, LIQ STORE License Number: 09020053
6. Current Mailing Address: 144 S HASKELL WILLCOX AZ 85643
Street City State Zip
7. Have all creditors, lien holders, interest holders, etc. been notified? Yes No
8. Does the applicant intend to operate the business while this application is pending? Yes No
- If yes, complete Section 5 (Interim Permit) of this application; attach fee, and current license to this application.

9. I, (Print Full Name) MANUEL ROMERO GAETA hereby authorize the department to process this Application to transfer the privilege of the license to the applicant provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, (Print Full Name) MANUEL ROMERO GAETA, declare that I am the **CURRENT OWNER, MEMBER, PARTNER STOCKHOLDER or LICENSEE** of the stated license. I have read the above Section 12 and confirm that all statements are true, correct, and complete.

x *Manuel Romero Gaeta*
 (Signature of CURRENT Individual Owner/Agent)



NOTARY

State of ARIZONA County of PIMA
State County

The foregoing instrument was acknowledged before me this 12th day of MAY, 2016.
Day Month Year

My commission expires on 9-11-2019 *Belinda D Parker*
Day/ Month/Year Signature of NOTARY PUBLIC

BILL OF SALE

16 JUN 1 Liq. Dept AM 9 37

State of Arizona
County of PIMA **\$5,000.00 USD**

16 JUN 23 Liq. Dept AM 11 40

IN CONSIDERATION of the sum of twenty five thousand US dollars (\$5,000.00), paid by Promissory Note, the receipt of which consideration is acknowledged by Manuel Gaeta Romero, member Romero's Licores LLC (the 'Sellers') of 144 S Haskell, Willcox AZ 85643, SELLS AND DELIVERS to Magdalena Romero, member Willcox Liquors LLC (the 'Purchaser') of 250 N PRICKLY PEAR, Benson AZ 85602, the following asset:

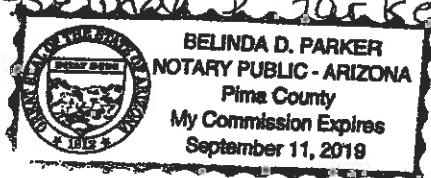
Liquor License # 09020053

The Seller warrants that (1) is/are the legal owner(s) of the Liquor License # 09020053; (2) the Seller has the right to sell the Liquor License #09060008; and (3) the Seller will warrant and defend the title of Liquor License # 09020053 against any and all claims and demands of all persons.

The Seller has given the Purchaser the opportunity to check on the background and current status of the liquor license # 09020053 with the AZ DLLC. Further, the Seller claims to the best of her/his knowledge there are no administrative, court liability actions, or tax liabilities pending against the liquor license # 09020053. Any liabilities discovered after this agreement is signed will be the responsibility of the Seller, if incurred on or before the date of this document.

SIGNED, SEALED AND DELIVERED
this 12th day of May, 2016 in the presence of:

Belinda D. Parker



(seal)

A NOTARY PUBLIC IN AND FOR
THE STATE OF ARIZONA COUNTY
OF PIMA

Notary Expiration Date: 9-11-2019

Belinda D. Parker
Signature of Notary

Manuel Gaeta Romero
Manuel Gaeta Romero, L.L.C. (Seller)

~~*Magdalena Romero*~~
Magdalena Romero (Purchaser)

16 JUN 27 Liq. Lic. M 2 49

Durable Power of Attorney

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS DURABLE POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

Definition of Agent

As used in this document, the term "Agent" shall include all agent(s), attorney(s)-in-fact, attorneys-in-fact / agents, and mandatary or mandataries who are appointed herein.

TO ALL PERSONS, be it known, that I, Manuel Romero Garcia, the undersigned Principal, who resides at 911 Wells Ln, City of Willcox, County of Cochise, State of Arizona, do hereby appoint Magdalena Romero as my Agent, and Graciela Romero Salas as my Agent, who must act jointly may act separately on my behalf.

At the time of the execution of this Durable Power of Attorney, Magdalena Romero resides at 460 W Soto St, City of Willcox, County of Cochise, State of Arizona.

At the time of the execution of this Durable Power of Attorney, Graciela Romero Salas resides at 911 Wells Ln, City of Willcox, County of Cochise, State of Arizona.

If one of my Agents is unable to serve for any reason, I authorize the remaining named Agent to act as my sole Agent OR I designate _____, residing at _____, City of _____, County of _____, State of _____, to serve in that person's place.

If both of my Agents are unable to serve for any reason, I designate _____, residing at _____, City of _____, County of _____, State of _____, as my Successor Agent.

Grant of General Authority

My Agent shall care for, manage, control, and handle all of my business, financial, property and personal affairs in my name, place and stead in as full and complete a manner in which I myself could do, if I were personally present, with respect to the following matters, to the extent that I am permitted by law to act through such a representative and subject to any limitations on or additions to the specified powers inserted after the following:

(NOTICE: The Principal must write his or her initials in the corresponding blank space for each of the subdivisions (A) through (M) below for which the Principal WANTS to give the Agent authority. If the corresponding blank space for any particular subdivision is NOT initialed, NO AUTHORITY WILL BE GRANTED for those matters specified in the subdivision. ALTERNATIVELY, the letter corresponding to each power the Principal wishes to grant has been referenced in subdivision "(N)", and the Principal may initial in the blank space to the left of subdivision "(N)" in order to grant each of the powers so indicated.)

(A) **Real property transactions.** To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, tear down, alter, rebuild, improve, manage, insure, move, rent, lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situated in the State of _____, under such terms and conditions, and under such covenants, as my Agent shall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt.

(B) **Tangible personal property transactions.** To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of the State of _____ or any applicable state, or otherwise hypothecate (pledge), and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent shall deem proper.

(C) **Stock and bond transactions.** To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me.

(D) **Commodity and option transactions.** To buy, sell, exchange, assign, convey, settle and exercise commodities futures contracts and call and put options on stocks and stock indices traded on a regulated options exchange and collect and receipt for all proceeds of any such transactions; establish or continue option accounts for the Principal with any securities or futures broker; and, in general, exercise all powers with respect to commodities and options which the Principal could if present and under no disability.

(E) Banking and other financial institution transactions. To make, receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations. To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill of exchange, check, draft, purchase, contract, note, or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my Agent. To borrow from time to time such sums of money as my Agent may deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part. To have free access at any time or times to any safe deposit box or vault to which I might have access.

(F) Business operating transactions. To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in. To organize or continue and conduct any business which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation in any form, whether as a proprietorship, joint venture, partnership, corporation, trust or other legal entity; operate, buy, sell, expand, contract, terminate or liquidate any business; direct, control, supervise, manage or participate in the operation of any business and engage, compensate and discharge business managers, employees, agents, attorneys, accountants and consultants; and, in general, exercise all powers with respect to business interests and operations which the Principal could if present and under no disability.

(G) Insurance and annuity transactions. To exercise or perform any act, power, duty, right, or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate or change the beneficiary of same; provided, however, that my Agent cannot designate himself or herself as beneficiary of any such insurance contracts, unless the Agent is my spouse or only child.

(H) Estate, trust and other beneficiary transactions. To accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the Principal; assert any interest in and exercise any power over any trust, estate or property subject to fiduciary control; establish a revocable trust solely for the benefit of the Principal that terminates at the death of the Principal and is then distributable to the legal representative of the estate of the Principal; and, in general, exercise all powers with respect to estates and trusts which the Principal could exercise if present and under no disability; provided, however, that the Agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the Principal or require the trustee of any trust for the benefit of the Principal to pay income or Principal to the Agent unless specific authority to that end is given.

(I) Claims and litigation. To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Agent shall deem proper.

(J) **Personal and family maintenance.** To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my Agent shall deem proper.

(K) **Benefits from Social Security, Medicare, Medicaid, or other governmental programs, or military service.** To prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security, unemployment, military service, and governmental benefits, including but not limited to Medicare and Medicaid, which the Principal could exercise if present and under no disability.

(L) **Retirement plan transactions.** To contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan); select and change payment options for the Principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the Principal could if present and under no disability.

(M) **Tax matters.** To prepare, to make elections, to execute and to file all tax, Social Security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to execute, and to file all other papers and instruments which the Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable.

(N) **ALL OF THE MATTERS LISTED ABOVE.** YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

Grant of Specific Authority (Optional)

My Agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your Agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your Agent.)

Create, amend, revoke or terminate an inter vivos trust.

Make a gift.

Create or change rights of survivorship.

Create or change a beneficiary designation.

Authorize another person to exercise the authority granted under this Durable Power of Attorney.

Waive the Principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.

Exercise fiduciary powers that the Principal has authority to delegate.

Disclaim or refuse an interest in property, including a power of appointment.

Limitation on Agent's Authority

An Agent that is not my ancestor, spouse or descendant MAY NOT use my property to benefit the Agent or a person to whom the Agent owes an obligation of support unless I have included that authority in the Special Instructions.

Special Instructions (Optional)

Additional powers, if any, that are not inconsistent with the other provisions of this Durable Power of Attorney:

The powers granted hereinabove shall not include the following powers or shall be modified or limited in the following particulars:

Additional powers, if any, granted to the Agent with respect to any power listed above and not eliminated/struck out by the Principal:

Special Instructions for Gifts

Special instructions applicable to gifts (initial in front of the following sentence to have it apply):

I grant my Agent the power to apply my property to make gifts to individuals, charities, or to the Agent, up to the amount of \$500 per year, per individual or entity, without signature of the Principal, as the Agent determines to be in the Principal's best interest.

Authorization for an Agent to make gifts or transfers of \$500 or more requires the Principal to execute a Major Gifts Rider at the same time as the Durable Power of Attorney document.

I grant my Agent the power to make major gifts and transfers of my property set forth under the Major Gifts Rider.

Nomination of Guardian or Conservator (Optional)

In the event that a court decides that it is necessary to appoint a Guardian of my person or Conservator of my estate, I hereby nominate _____, who resides at _____, City of _____, County of _____, State of _____, to be considered by the court for appointment to serve as my Guardian or Conservator, or in any similar representative capacity.

Effective Date/Durable Provision

This Durable Power of Attorney shall be effective immediately, shall not be affected by any lapse of time, and shall not be affected by the subsequent incapacity of the Principal except as provided by statute in the State of _____, and all acts done by the Agent under the power granted herein during any period of the Principal's disability or incapacity shall have the same effect and inure to the benefit of and bind the Principal and Principal's successors in interest as if the Principal were competent and not disabled.

My Agent hereby accepts this appointment subject to its terms and agrees to act and perform in the said fiduciary capacity and observe the standards of care applicable to trustees as described by relevant _____ statute consistent with my best interests as his, her, or their best discretion deem advisable, and I affirm and ratify all acts so undertaken.

If the Agent is a corporate Agent, the Agent shall not use my assets for its benefit, nor the benefit of its officers or directors.

If this Durable Power of Attorney is revoked or terminated, such revocation or termination for any reason in accordance with law shall be ineffective as to any Agent unless and until actual notice or knowledge of such revocation or termination shall have been received by the Agent.

My subsequent death shall not revoke or terminate the agency granted herein as to my Agent who, without actual knowledge of my death, acts in good faith under this Durable Power of Attorney. Any action so taken, unless otherwise invalid or unenforceable, shall bind my successors in interest.

Notice to Third Parties

To induce any third-party to act hereunder, I hereby agree that any third-party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination shall have been received by such third-party, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third-party from and against any and all claims which may arise against such third-party by reason of such third-party having relied on the provisions of this instrument.

THIS DURABLE POWER OF ATTORNEY MAY BE REVOKED OR AMENDED IN WRITING BY ME AT ANY TIME.

Manuel Romero 5/13/2016 (date)
Manuel Romero Principal

[Signature] 05/13/16 (date)
First Witness

[Signature] 05/13/16 (date)
Second Witness

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Arizona)
COUNTY OF Cochise)

On May 13, 2016, before me, Evelyn Gonzalez Mercado, a Notary Public, personally appeared Manuel Romero, as Principal, and Magdalena Romero, as Witness, and Graciela Romero, as Witness, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

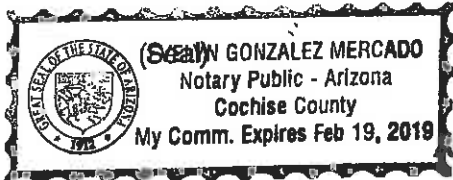
I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Evelyn Gonzalez Mercado
Signature of Notary

Affiant Known Produced ID

Type of ID Drivers License



AGENT'S SIGNATURE AND ACKNOWLEDGMENT

First Agent Acknowledgement

I, Magdalena Romero, am the person identified as the Agent for the Principal named in this document and acknowledge my legal duties.

05/13/16
Date

Magdalena Romero
Signature

Second Agent Acknowledgement (if applicable)

I, Graciela Romero Salas, am the person identified as the Agent for the Principal named in this document and acknowledge my legal duties.

5/13/16
Date

Graciela Romero Salas
Signature

SECTION 13 Proximity to Church or School

Questions to be completed by all in-state applicants **EXCLUDING** those applying for a **Series 5 Government, Series 11 Hotel/Motel, and Series 12 Restaurant Licenses.** JUN 27 11:49 AM '09

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

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

1. Distance to nearest School: 863 ft Name of School: Wesleyan Preschool
 (if less than one (1) mile note footage)

Address: 1515 Curtis Ave. Willcox AZ 85643

2. Distance to nearest Church: 821 ft Name of Church: Willcox United Methodist Church
 (if less than one (1) mile note footage)

Address: 124 Curtis Ave. Willcox AZ 85643

SECTION 14 Business Financials

1. I am the: Lessee Sub-lessee Owner Purchaser Management Company

2. If the premise is leased give lessors: Name: MANUEL ROMERO GAETA
 Address: 911 Wells Ln. Willcox AZ 85643
Street City State Zip

3. Monthly Rent/ Lease Rate: \$ 1,500.00

4. What is the remaining length of the lease? 2 yrs 2 months

5. What is the penalty if the lease is not fulfilled? \$ _____ or other: DEFAULT MOVE-OUT
(Give details-attach additional sheet if necessary)

6. Total money borrowed for the Business not including lease? \$ 0
 Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

7. What type of business will this license be used for (be specific)?
LIQUOR STORE WITH FOOD PRODUCTS

8. Has a license or a transfer license for the premises on this application been denied by the state with in the past (1) year? Yes No If yes, attach explanation.

9. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business? Yes No

10. Is the premises currently license with a liquor license? Yes No

If yes, give license number and licensee's name:
 License #: 09020053 Individual Owner /Agent Name: MANUEL ROMERO GAETA
(Exactly as it appears on license)

SECTION 15 Restaurant or hotel/motel license applicants

- 1. Is there an existing Restaurant or Hotel/Motel Liquor License at the proposed location? Yes No
- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All Restaurant and Hotel/Motel applicants must complete a Restaurant Operation Plan form provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02. (H)(2), a Restaurant is an establishment which derives at least forty (40) percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from sales of food and spirituous liquor on the licensed premises. By applying for this Restaurant Hotel/Motel, I certify that I understand that I must maintain a minimum of forty (40) percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit form with this application.

(Applicant's Signature)

5. I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing; specify why the extension is necessary; and the new inspection date you are requesting.

(Applicant's Initials)

SECTION 16 Diagram of Premises

Check ALL boxes that apply to your business:

- | | | |
|-----------------------------------------------------|-----------------------------------------------------------|---------------------------------------------------|
| <input checked="" type="checkbox"/> Entrances/Exits | <input checked="" type="checkbox"/> Liquor storage areas | Patio: <input type="checkbox"/> Contiguous |
| <input type="checkbox"/> Walk-up windows | <input checked="" type="checkbox"/> Drive-through windows | <input type="checkbox"/> Non Contiguous |

1. Is your licensed premises currently closed due to construction, renovation or redesign? Yes No

If yes, what is your estimated completion date? 31 JULY 2016
Month/Day/Year

- 2. **Restaurants and Hotel/Motel** applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Place for diagram is on section 16 number 6.
- 3. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored on the premises unless it is a restaurant (see # 3 above).
- 4. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises such as parking lots, living quarters, etc.

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

MZ
(Applicant's initials)

SECTION 16 Diagram of Premises – continued

16 JUN 27 Lic. Lic. #12 49

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

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

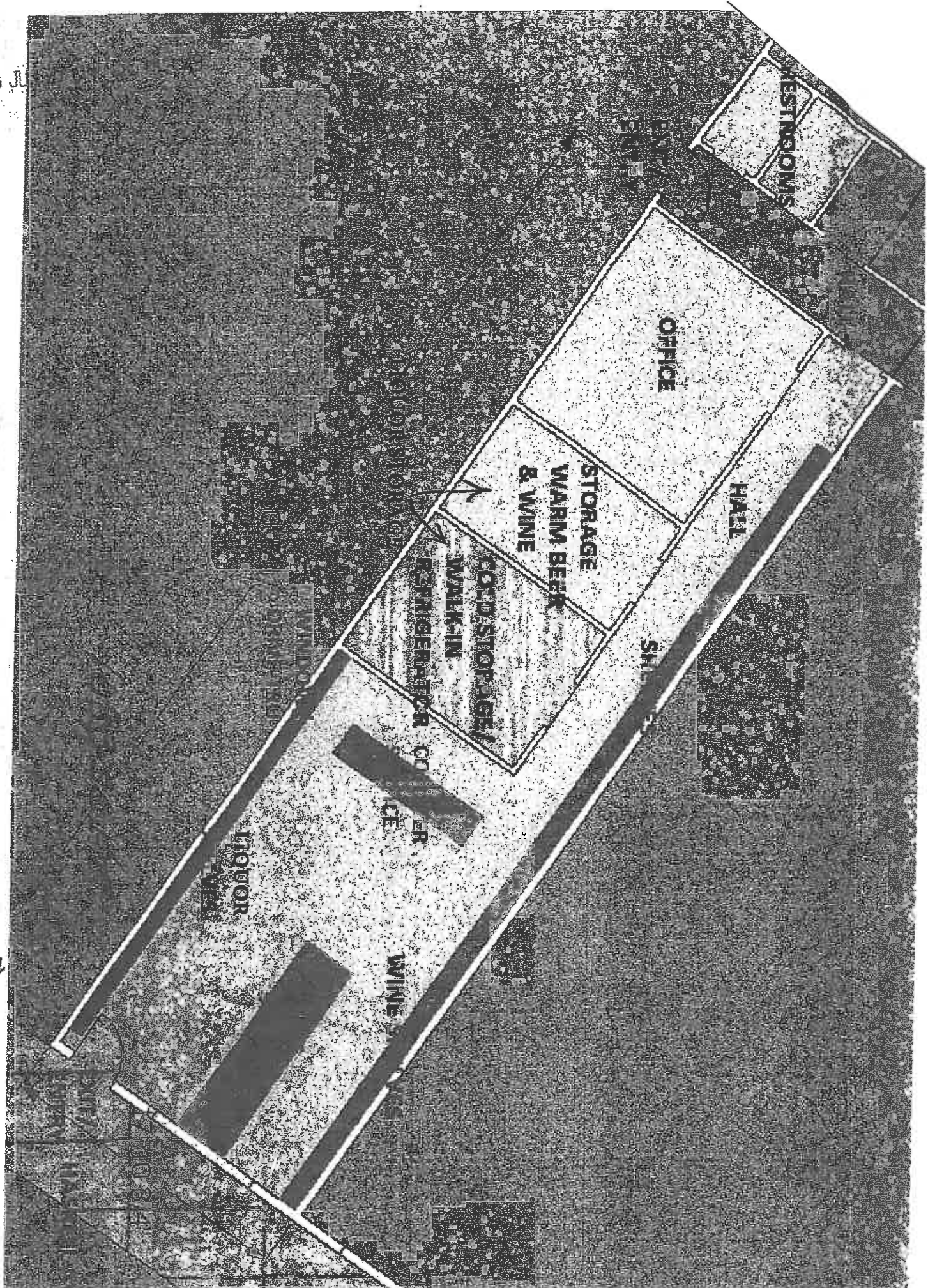
DIAGRAM OF PREMISES

DIAGRAM ATTACHED

16 JUL

Google

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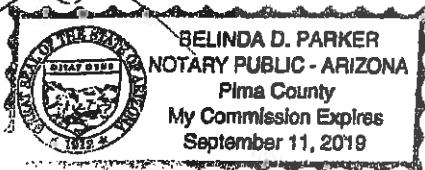


SECTION 17 SIGNATURE BLOCK

16 JUN 27 11:49 Lic. PM 2 49

I, (Print Full Name) MAGDALENA ROMERO, hereby declare that I am the Owner/Agent filing this application as stated in Section 4 # 1. I have read this application and verify all statements to be true, correct and complete.

X (Signature) *Magdalena Romero*



State of ARIZONA County of PIMA

The foregoing Instrument was acknowledged before me this

12th of MAY, 2016

Day Month Year

Belinda D Parker
Signature of NOTARY PUBLIC

My commission expires on: 9-11-2019

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

CITY OF WILLCOX
Request for Council Action

Agenda Item: 3
Tab Number: 10

Meeting Date:
August 4, 2016

Action:
 Resolution
 Ordinance
 Other

Subject: Ordinance NS326 -
Fiscal Year 2016-2017
Primary and Secondary
Property Tax Levies

To: Mayor and City Council

From: Crystal Hadfield – Finance Director

Discussion: As a part of the budget process each year, the Mayor and Council of the City of Willcox determine the City’s primary and secondary property tax levies for the upcoming year. A Public Hearing on the tax levies was held on July 7, 2016.

As presented in the tentative budget for Fiscal Year 2016-2017, the primary property tax levy is \$0.4094 for total revenues of \$77,836. Per A.R.S. §42-17107(A), if the proposed tax levy, excluding amounts that are attributable to new construction, is greater than the amount levied in the preceding tax year, a truth in taxation hearing must be held. The City Council has determined that the maximum allowable primary tax levy, without Truth in Taxation hearings, is sufficient to meet the needs of the City. Each year the City is allowed an increase of 2% over the preceding year’s maximum allowable rate, as determined on current values, without such hearings. The levy rate as established by the Council becomes the “allowable amount” in the following year so the effect is cumulative. Each year the lower amount is assessed, the next year’s allowable levies are reduced as well.

A secondary property tax may be levied to pay the principal and interest charges on General Obligation Bonds. The Fiscal Year 2016-2017 secondary property tax levy of \$0.8363 will generate revenues of \$159,001, an amount sufficient to pay the City’s obligations on bonds in the upcoming year. The bonds were approved by the voters on March 9, 2004 to secure funds totaling \$1,515,000 for improvements to municipal service facilities including a police facility, administrative facilities for the city, library improvements and a community meeting room. The proceeds were borrowed in two installments from the Greater Arizona Development Authority (GADA). In 2004, \$1,200,000 was borrowed and in 2007 the balance of \$315,000 was borrowed to complete the projects.

The combined primary and secondary property tax levy total 1.2457, and will generate combined tax revenues of \$236,837. The combined tax on a home valued at \$100,000 will total \$124.57, an increase of \$3.65 from the prior year. The taxes are assessed on the value of property and the lower valuations increased the property tax levy rates.

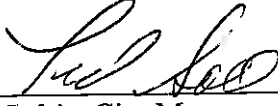
Attached please find a summary of the impact the City of Willcox primary and secondary tax on a Willcox property owner’s tax bill from the County. For a representative 2014 residential property tax bill the City’s portion of the residential owner’s tax bill totaled 7.52% of the total bill; in 2015 it was 8.10%. For a commercial property owner, in 2014 the City’s portion of the property tax bill totaled 6.7% of the total bill; in 2015 it was 7.19%.

As a comparison, we looked at the Willcox tax levy rates from the past. The City's tax levy rate in FY87-88 was 1.33; and in FY97-98 it was 2.0062. The Council reduced the primary property tax levy in FY04-05 and the combined rate was 1.0076 (.3010 and .7066). In FY12-13 it was 1.0063 (.3196 and .6867); FY13-14 was 1.0585 (.3308 and .7277), FY14-15 was 1.1052 (.3507 and .7545), FY15-16 was 1.2092 (.3892 and .8200), and for 2016 is proposed as 1.2457 (.4094 and .8363).

Recommendation: Motion to approve Ordinance.

Fiscal Impact: Primary property tax revenues of \$77,836 at the rate of 0.4094, and secondary property tax revenues of \$159,000, at the rate of 0.8363, for total property tax revenues of \$236,837 at the combined rate of \$1.2457.

Submitted by: 
Crystal Hadfield, Finance Director

Approved by: 
Ted Soltis, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

ORDINANCE NS326

AN ORDINANCE OF THE CITY OF WILLCOX, ARIZONA, LEVYING A PRIMARY AND SECONDARY PROPERTY TAX UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY SUBJECT TO TAXATION, FOR THE FISCAL YEAR ENDING JUNE 30, 2017

WHEREAS, a public hearing was held on July 7, 2016; and

WHEREAS, pursuant to State law, an ordinance levying taxes for the Fiscal Year 2016-2017 is required to be adopted no later than the third Monday in August; and

WHEREAS, the County of Cochise is the assessing and collecting authority for the City of Willcox.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA:

SECTION 1: There is hereby levied \$0.4094 on each one hundred dollars (\$100.00) of the limited assessed valuation of all property, both real and personal, within the corporate limits of the City of Willcox, except such property as may be exempt by law from taxation, a primary tax rate sufficient to raise the amount of \$77,836 as required in the annual budget for the Fiscal Year 2016-2017.

SECTION 2: In addition to the rate set in Section 1, there is hereby levied \$0.8363 on each one hundred dollars (\$100.00) of the unlimited assessed valuation of all property, both real and personal, within the corporate limits of the City of Willcox, except such property as may be exempt by law from taxation, a secondary tax rate sufficient to raise the amount of \$159,001 required in the annual budget for the Fiscal Year 2016-2017.

SECTION 3: The combined tax rate as set forth in Sections 1 and 2 shall equal \$1.2457 per one hundred dollars (\$100.00) of assessed valuation of all property, real and personal, within the corporate limits of the City of Willcox, except such property exempt by law from taxation, a combined tax rate sufficient to raise the amount of \$236,837 required in the annual budget for the Fiscal Year 2016-2017.

SECTION 4: Failure by the county officials of Cochise County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him/her/them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessments or levy of taxes or of the judgment of sale by which the collection of the same may be enforced shall not affect the lien of the City of Willcox upon such property for the delinquent taxes unpaid thereon; overcharge as to part of the taxes or of the costs shall not invalidate any proceedings for the collection of taxes or the foreclosure of

the lien therefore or a sale of the property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6: This Ordinance shall become effective upon adoption.

SECTION 7: The Clerk of the City is directed to transmit a certified copy of this Ordinance to the County Assessor and the Board of Supervisors of Cochise County, Arizona.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA this 4th day of August, 2016.

APPROVED/EXECUTED:

Robert A. Irvin, Mayor

ATTEST:

APPROVED AS TO FORM:

Virginia A. Mefford, City Clerk

Ann P. Roberts, City Attorney

CERTIFICATION

I HEREBY CERTIFY the foregoing Ordinance as duly passed and adopted by the City Council of the City of Willcox, at a regular meeting on August 4, 2016, and that a quorum was present.

Virginia A. Mefford, City Clerk

ORDINANCE NS322
Published in the Arizona Range News on August 10th and 17th
Passed and adopted by ___ Councilmembers
Posted on August 5, 2016
Clerk's Initials VAM

2015 REAL PROPERTY TAX NOTICE COCHISE COUNTY ARIZONA

PARCEL NUMBER: 1320 11.7847 6.0181 AREA: 40,351
 TAX MAP: 073227

2015 TAX SUMMARY

COMMUNITY PROPERTY TAX	4,760.12
STATE AND HOUSING	.00
CITY PROPERTY TAX	4,760.12
COMMUNITY PROPERTY TAX	2,025.20
CHURCH PROPERTY TAX	.00
TOTAL TAX DUE FOR 2015	6,785.32

THIS IS A CALENDAR YEAR TAX NOTICE

PROPERTY CLASS	RATE	AMOUNT	RECORD	TOTAL
UNIMPROVED LAND	2.16 155	18.5%	40,350	0
FIRE EXEMPT	2.16 155	18.5%	40,350	0
PERSONAL PROPERTY				40,350

JURISDICTION

JURISDICTION	2014 TAXES	2015 TAXES
02000 COCHISE COUNTY	1,083.66	1,080.49
02001 STATE SCHOOL TAX EQUALIZATION	208.91	203.66
04167 CITY OF WILCOX	467.38	488.00
07013 WILCOX SD #13	3,600.63	3,413.91
08180 COMMUNITY COLLEGE	838.53	876.02
40281 NO COCHISE CNTY HOSPITAL DIST	611.22	617.14
41800 FIRE DISTRICT ASSISTANCE FUND	41.44	40.23
44900 COCHISE COUNTY LIBRARY DIST	80.17	85.89
45000 COCHISE COUNTY FGD 880-48	107.84	104.80
60000 COCHISE CNTY JOINT TECHNOLOGY DIST	20.72	20.17

PROPERTY DESCRIPTION

TOTALS: 6,831.40 (2014) 6,785.32 (2015)

THERE WILL BE A CHARGE FOR EACH RETURNED CHECK AND YOUR TAXES WILL REVERT TO AN UNPAID STATUS. When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

PAYMENT INSTRUCTIONS: Nov. 02, 2015 First half 2015 taxes due. Delinquent after 5:00 p.m.
 Dec. 31, 2015 Final day to pay 2015 current full year taxes without interest.
 May 02, 2016 Second half taxes due. Delinquent after 5:00 p.m.

Go paperless next year!
 Register at eNoticesOnline.com. Authorization Code:

PLEASE INCLUDE YOUR PARCEL NUMBER ON YOUR CHECK. Make your check payable to and mail to: Catherine L. Trivick, Cochise County Treasurer, P.O. Box 1778, Bisbee AZ 85603-2778

SCHOOL DISTRICT/TAX MAP	PROPERTY TAX RATE	UNIMPROVED LAND	CLASS	IMPROVED LAND	SEMI-IMPROVED LAND	REDUCTION DATE
Wilcox SD #13	0.0969	0.9390			1.4232	

School district budget overrides result from voter approval to exceed a budget, tax, or spending limitation. Class A Bonds are general obligation bonds approved by voters prior to January 1, 1999. Class B Bonds are general obligation bonds approved by voters after December 31, 1998.

2016 1st HALF COUPON

DETACH AND RETURN WITH PAYMENT. PLEASE DO NOT STAPLE OR TAPE CHECK TO PAYMENT COUPON. Make check payable to: Catherine L. Trivick, Cochise County Treasurer. CHECKS MUST BE DRAWN ON A U.S. BANK IN U.S. FUNDS.

2 SECOND HALF DUE BY MAY 2, 2016 **3,392.66**

Parcel Number: _____ Roll Number: _____
 Delinquency Date Second Half Payment: _____
 Penalty for late payment is 16% per year prorated monthly as of the 1st day of the month for payments postmarked after May 2, 2016 at 5:00 P.M. (ARS 42-18052 and ARS 42-18053).

RETURN COUPON AND CHECK TO:
 Cochise County Treasurer
 P.O. Box 1778
 Bisbee AZ 85603-2778

PLEASE INCLUDE YOUR PARCEL NUMBER ON YOUR CHECK.

Security code: _____

2015 FULL PAYMENT or 1st HALF COUPON

DETACH AND RETURN WITH PAYMENT. PLEASE DO NOT STAPLE OR TAPE CHECK TO PAYMENT COUPON. Make check payable to: Catherine L. Trivick, Cochise County Treasurer. CHECKS MUST BE DRAWN ON A U.S. BANK IN U.S. FUNDS.

1 FULL-YEAR DUE BY DEC 31, 2015 **6,785.32**

Due October 1, 2015. Roll Number: _____
 Penalty for late payment is 16% per year prorated monthly as of the 1st day of the month for payments postmarked after November 2, 2015 at 5:00 P.M. (ARS 42-18052 and ARS 42-18053).
 A total property tax notice of \$100 or less must be paid in full using the first payment coupon, no later than December 31, 2015 at 5:00 P.M.
 Remit one full year payment by Dec. 31, 2015 and no interest will be charged for current year. Mail full year payment with 1st half coupon.

RETURN COUPON AND CHECK TO:
 Cochise County Treasurer
 P.O. Box 1778
 Bisbee AZ 85603-2778

PLEASE INCLUDE YOUR PARCEL NUMBER ON YOUR CHECK.

Security code: _____

2015 REAL PROPERTY TAX NOTICE COCHISE COUNTY ARIZONA

PARCEL NUMBER	ASSessed VALUE	NET PROPERTY TAX	TAXABLE NET ASSESSED VALUE
1320	11,7847	5,0181	11,120

THIS IS A CALENDAR YEAR TAX NOTICE 071204

PROPERTY TAX	1,311.57	711.196	10.0%	11,120	0	11,120
LOCAL STATE AID TO EDUCATION	209.86	111.196	10.0%	11,120	0	11,120

	2014	2015
02000 COCHISE COUNTY	282.23	282.21
02001 STATE SCHOOL TAX EQUALIZATION	56.58	56.20
04157 CITY OF WILCOX	132.89	134.45
07013 WILCOX SD #13	737.50	730.67
08180 COMMUNITY COLLEGE	228.05	241.82
40251 NO COCHISE CNTY HOSPITAL DIST	137.15	142.49
41900 FIRE DISTRICT ASSISTANCE FUND	11.12	11.63
44900 COCHISE COUNTY LIBRARY DIST	16.15	16.17
48000 COCHISE COUNTY FCO #80-49	28.67	28.67
90000 COCHISE CNTY JOINT TECHNOLOGY DIST	5.56	5.56

TOTALS	1,634.40	1,659.62
---------------	-----------------	-----------------

When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

PAYMENT INSTRUCTIONS: Nov. 02, 2015 First half 2015 taxes due. Delinquent after 5:00 p.m.
 Dec. 31, 2015 Final day to pay 2015 current full year taxes without interest.
 May 02, 2016 Second half taxes due. Delinquent after 5:00 p.m.

Go paperless next year!
 Register at NoticesOnline.com. Authorization Code: _____

Willcox SD #13	6.0969	0.9390	1.4232
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2015 HALF COUPON DETACH AND RETURN WITH PAYMENT

Due March 1, 2016

PLEASE DO NOT STAPLE OR TAPE CHECK TO PAYMENT COUPON
 Make check payable to:
 Cochise County Treasurer
 P.O. Box 1778
 Bisbee AZ 85603-2778
 CHECKS MUST BE DRAWN ON A U.S. BANK IN U.S. FUNDS

Delinquency Date Second Half Payment
 Penalty for late payment is 16% per year prorated monthly as of the 1st day of the month for payments postmarked after May 2, 2016 at 5:00 P.M.
 (ARS 42-18052 and ARS 42-18053).

Security code: _____

PLEASE INCLUDE YOUR PARCEL NUMBER ON YOUR CHECK.

2015 FULL PAYMENT or 4th HALF COUPON DETACH AND RETURN WITH PAYMENT

Due October 1, 2015

PLEASE DO NOT STAPLE OR TAPE CHECK TO PAYMENT COUPON
 Make check payable to:
 Cochise County Treasurer
 P.O. Box 1778
 Bisbee AZ 85603-2778
 CHECKS MUST BE DRAWN ON A U.S. BANK IN U.S. FUNDS

Delinquency Date First Half Payment
 Penalty for late payment is 16% per year prorated monthly as of the 1st day of the month for payments postmarked after November 2, 2015 at 5:00 P.M.
 (ARS 42-18052 and ARS 42-18053).

Security code: _____

A total property tax notice of \$100 or less must be paid in full using the first payment coupon, no later than December 31, 2015 at 5:00 P.M.
 Remit one full year payment by Dec. 31, 2015 and no interest will be charged for current year. Mail full year payment with 1st half coupon.

PLEASE INCLUDE YOUR PARCEL NUMBER ON YOUR CHECK.

Security code: _____

CITY OF WILLCOX
Council Action Form

Agenda Item: 4
Tab Number: 11

Meeting Date:

August 4, 2016

Action:

Resolution
 Ordinance
 Other

Subject: Resolution 2016-14
Utilities accounts
uncollectable write-offs

To: Mayor and City Council

From: Finance Director: Crystal Hadfield

Discussion: When a customer account is delinquent, we work with customers to make reasonable payment arrangements. If those arrangements are not honored and services are disconnected, full payment is required to reconnect services. When an account is closed, a termination billing is sent. Follow-up letters are sent at 30 and 40 days. We maintain a record of unpaid accounts; if a previous customer comes in to open new services we collect the past balance due. Either payment must be made in full before new services are connected, or an arrangement is made not to exceed 90 days to satisfy the past due balance.

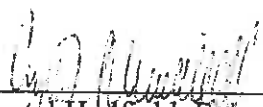
Per Resolution 2013-61, we have sent closed accounts with balances to the State Debt Set-Off Program. If a person files a tax return with the State and is due a refund or has State lottery winnings, their debt with the City is paid directly to the City minus a \$9.00 service fee. The State Debt Set-Off Program has been very successful with the City recovering over 23% of what has been submitted. This percentage is much higher than any collection agency has recovered for the City. We anticipate recovering more as tax season approaches.

The current request for a write-off is for accounts that are under \$50.00 (the threshold of what can be sent to the State) from 2013, 2014, and 2015. This also includes a few accounts with insufficient information to send to the State. Council approval is requested to write-off terminated utility accounts closed with unpaid outstanding balances totaling \$2,104.60.

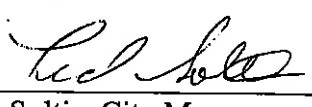
Recommendation: Motion to approve the write-off of uncollectible utility accounts in the amount of \$2,104.60.

Fiscal Impact: Reduce Utilities accounts receivable balances through June 30, 2016 by \$2,104.60.

Submitted by:


Crystal Hadfield, Finance Director

Approved by:


Ted Soltis, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2016-14

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE WRITE-OFF OF TERMINATED UTILITY ACCOUNTS THAT HAVE BECOME NON-COLLECTIBLE

WHEREAS, the City, through the State Debt Set-Off Program, has undertaken actions to collect unpaid balances on terminated utility accounts; and

WHEREAS, the City has determined there are utility account balances with insufficient information to send to the State deemed uncollectible and/or not economically feasible to pursue collection actions; and

WHEREAS, the total write-off amount is \$2,104.60: \$410.08 for gas, \$343.90 for water, \$559.52 for sewer, \$448.00 for refuse, and associated taxes and fees in the amount of \$.71 for superfund taxes, \$223.34 for shut-off fees, \$74.38 for sales taxes, and \$44.67 for penalties; and

WHEREAS, the Mayor and Council of the City of Willcox have determined that it is in the best interest of the City and its residents to approve and authorize the write-off of the uncollectable account balances.

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 authorize and approve the write-off of uncollectable utility accounts with insufficient information to send to the State deemed uncollectable and/or not economically feasible to pursue collection action in the amount of \$2,104.60.

SECTION 2: The City Manager is authorized and directed to take all action necessary and required to write-off the uncollectable utility accounts.

SECTION 3: The Mayor is authorized and empowered to execute this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 4th day of August, 2016.

APPROVED/EXECUTED:

ROBERT A. IRVIN, Mayor

APPROVED AS TO FORM:

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

ANN P. ROBERTS, City Attorney

CITY OF WILLCOX
Request for Council Action

Agenda Item: 5

Tab Number: 12

Meeting Date:

August 4, 2016

Action:

Resolution
 Ordinance
 Other

Subject: Resolution 2016-15 -
Arizona Department of
Revenue IGA Amendments

To: Mayor and City Council

From: Finance Director Crystal Hadfield


Discussion: The City of Willcox entered into an inter-governmental agreement (IGA) with the Arizona Department of Revenue (ADOR) to collect the City's Transaction Privilege Tax. Local Transaction Privilege Tax (TPT) administration is governed by A.R.S. § 42-6001. This statute requires ADOR to administer the transaction privilege and use taxes imposed by all cities and towns in the state of Arizona.

The latest amendments to the IGA are included in your packet.

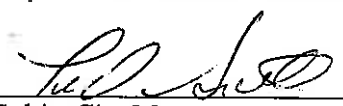
Recommendation: Approve Resolution 2016-15.

Fiscal Impact: N/A

Submitted by:


Crystal Hadfield, Finance Director

Approved by:


Ted Soltis, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2016-15

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY ARIZONA APPROVING AND ADOPTING AMENDMENTS TO THE INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF WILLCOX AND ARIZONA DEPARTMENT OF REVENUE FOR THE COLLECTION AND ADMINISTRATION OF THE CITY TRANSACTION PRIVILEGE TAX

WHEREAS, A.R.S. 42-6001 provides that the Arizona Department of Revenue may collect and administer any transaction privilege license or use tax imposed by any city or town; and

WHEREAS, the Arizona Department of Revenue entered into intergovernmental agreements to provide a uniform method of administration, collection, audit, and licensing of transaction privilege taxes imposed by cities and towns; and

WHEREAS, the Mayor and Council of the City of Willcox have determined that it is in the best interest of the City and its residents to approve amendments to the Intergovernmental Agreement with the Arizona Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Willcox, Cochise County, Arizona, as follows:

SECTION 1: Approves and adopts the amendments to the Intergovernmental Agreement (IGA) between the City of Willcox and the Arizona Department of Revenue, presented herewith as Exhibit "A."

SECTION 2: The Mayor is authorized and empowered to execute this resolution.

SECTION 3: The City Manager is authorized to execute and implement the provisions of the Agreement on behalf of the City of Willcox.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 4th day of August, 2016.

APPROVED/EXECUTED:

ROBERT A. IRVIN, Mayor

ATTEST:

APPROVED AS TO FORM:

VIRGINIA A. MEFFORD, City Clerk

ANN P. ROBERTS, City Attorney

SUMMARY OF CHANGES TO THE IGA FOR TRANSACTION PRIVILEGE TAX COLLECTION BY THE ARIZONA DEPARTMENT OF REVENUE

The attached "Modification to Intergovernmental Agreement Between the State of Arizona And City/Town" incorporates five agreed upon changes into the existing intergovernmental agreement between the city/town and the Department related to the collection of the city/town transaction privilege tax. Below is a summary of the intent and impact of each change by section.

1) 9.6 Adjustments to Reported Taxes

The addition of this new section addresses an issue that came up during the past year. In some cases, the Department knew there was an error by the taxpayer in identifying which city or town was supposed to receive the tax, but there was no mechanism allowing them to hold the distribution while the error was being corrected. As a result there were instances when the DOR had to send funds to a city or town knowing it was incorrect, only to pull those funds back in a subsequent distribution after the error had been resolved. This change allows the Department to avoid these incorrect distributions and recoveries when they are aware of a problem from the outset.

2) 9.7 Taxpayer Rulings and Uniformity

The addition of this new section provides for municipal input in the drafting of rulings and interpretations that impact the Model City Tax Code, including interpretations of State statute that flow through to the MCTC because the Model language matches the State language. Under current statute, the DOR is responsible for addressing all taxpayer written requests for rulings, even when the question is based on the Model City Tax Code. This section allows the cities to have some influence over issues raised by taxpayers that have a direct impact on local tax imposition and interpretation, without disrupting the normal course of business within the Department on routine matters.

3) 10. Financing Collection of Taxes

This section is being amended by adding the second sentence. This addition recognizes that the cities and towns have agreed to a statutory financial obligation to contribute to the State for the operation of the DOR, and this obligation is not in conflict with the Department's TPT collection and administration efforts being financed through the State general fund appropriation.

4) 28.1 (relating to automatic annual renewal of the agreement)

This section has been changed to remove the specific years in the original document, so this section will not need to be changed annually. Also, this section added a provision stating any agreed upon changes that arise from the annual review in Section 28.5 are retroactive to July 1st of each year. The agreement automatically renews without any action unless there are modifications agreed upon in any given year, and if so, you only need to adopt the modifications.

5) 28.5 (relating to annual review of the IGA)

This section has been changed to state the review period begins on June 1st, rather than requiring the review being completed by March 1st. The March 1st deadline was simply unrealistic given the legislative session responsibilities of many of the typical reviewers.

**MODIFICATION TO INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA AND CITY/TOWN**

WHEREAS, The Arizona Department of Revenue, hereinafter referred to as Department of Revenue and City of Willcox, hereinafter referred to as City, have entered into an Intergovernmental Agreement regarding the administration of taxes imposed by the State or City dated January 15, 2015, hereinafter referred to as the IGA, and

WHEREAS, the Department of Revenue and the City/Town intend to continue with the IGA for an additional one year term in order to determine whether the general terms of the IGA meet the parties' needs, with the exception of the modifications set forth below.

The parties agree to modify the IGA as follows effective July 1, 2016:

1. Add the following new subsection to Section 9, Collection of Municipal Taxes:

9.6 Adjustments to Reported Taxes: If the Department of Revenue determines that a payment remitted by a taxpayer incorrectly identifies the city or town to which the payment should be made, the Department of Revenue may temporarily hold the payment until the distribution of the payment is corrected so that the appropriate city or town receives the payment.

2. Add the following new subsection to Section 9, Collection of Municipal Taxes:

9.7 Taxpayer Rulings and Uniformity: Recognizing taxpayer written requests for interpretation of the statutes and/or the Model City Tax Code, as well as guidance regarding uniform application and interpretation of the statutes and the Model City Tax Code impact all taxing jurisdictions, and further recognizing responsibility for such rulings and interpretation of the Model City Tax Code had previously been the sole domain of the municipalities, the Department shall include at least two representatives of the municipalities as regular members of any group established to respond to such taxpayer ruling requests and to issue such uniform interpretations and guidance promulgated by the Department. Participation by the two representatives of the municipalities on any such group is limited to instances when there is an issue raised that solely involves the Model City Tax Code and/or presents an issue of first impression, including requests for private taxpayer rulings. The municipal representatives may also be consulted by the Department on information letters, or when issuing statements of general guidance. Written requests involving common questions or issues that have previously been addressed, whether unique to the Model City Tax Code or not, may be handled in the regular course of Department processes without consulting the representatives of the municipalities.

3. Amend Section 10, Financing Collection of Taxes as follows:

10. Financing Collection of Taxes.

The costs incurred by the Department in administering this Agreement shall be financed through the State general fund appropriation to the Department. This provision does not relieve City/Town of any financial obligation imposed by statute.

4. Amend subsection 28.1 of Section 28, Duration, relating to automatic renewal of the agreement as follows:

28.1 The term of this Agreement shall be from July 1 through June 30 of each year. This Agreement shall automatically be renewed for successive one year terms thereafter unless either party shall terminate this Agreement by notice, in writing, no later than sixty calendar days prior to the expiration of the term then in effect. Any agreed upon modifications to the terms and conditions of this agreement shall be incorporated to be effective during the term identified by the review committee provided for in section 28.5.

5. Amend subsection 28.5 of Section 28, Duration, relating to annual review of the agreement as follows:

28.5 During the term of this Agreement, the terms and conditions of this Agreement will undergo an annual review to be initiated no later than June 1st of each year. The review will be performed by a committee made up of equal parts representatives of the Department and representatives of the municipal taxing jurisdictions entering into an IGA with the Department for the administration and collection of Municipal Taxes.

Signature Authority.

By signing below, the signer certifies that he or she has the authority to enter into this Agreement and has read the foregoing and agrees to accept the provisions herein. This modification may be executed in counterparts.

Signature	Date	Signature	Date
		Robert A. Irvin, Mayor	
	Typed Name and Title	Typed Name and Title	City of Willcox
	Entity Name	Entity Name	

RESERVED FOR THE ATTORNEY GENERAL:	RESERVED FOR CITY ATTORNEY:
<p>Attorney General no. _____, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General.</p> <p style="text-align: center;">MARK BRNOVICH The Attorney General</p> <hr/> <p style="text-align: center;">Signature Assistant Attorney General</p> <p>Date: _____</p>	<p>APPROVED AS TO FORM AND AUTHORITY:</p> <p>BY: _____ Ann P. Roberts, City Attorney</p> <p>Date: _____</p>

Proclamation

CHILD SUPPORT AWARENESS MONTH

WHEREAS, the City of Willcox joins the State of Arizona in recognizing August 2016 as Child Support Awareness Month; and

WHEREAS, the City of Willcox promotes a thriving, productive, proactive and engaging community; and

WHEREAS, a child who received emotional and financial support is more likely to feel safe and secure and is better equipped with courage to be their very best in life; and

WHEREAS, child support awareness month salutes the diligent working parents who spend time with their children and who make regular child support payments, to safeguard their children's future.

NOW THEREFORE, I Robert A. Irvin, Mayor of the City of Willcox, do hereby proclaim August 2016 as, CHILD SUPPORT AWARENESS MONTH.

Dated this 4th day of August 2016

Robert A. Irvin

Mayor, Robert A. Irvin

Attest: *Virginia A. Mefford*

City Clerk, Virginia A. Mefford

