

## CITY OF WILLIAMS CITY COUNCIL

**REGULAR MEETING  
MAY 12, 2022  
7:00 P.M.**

**CITY COUNCIL CHAMBERS  
113 S. FIRST STREET  
WILLIAMS, ARIZONA**

### **AGENDA**

**PLEASE HELP THE CITY IN FOLLOWING THE CDC'S GUIDELINES BY LIMITING  
YOUR EXPOSURE.**

PURSUANT TO A.R.S. #38-431.02, NOTICE IS HEREBY GIVEN TO THE MEMBERS OF THE CITY COUNCIL AND THE GENERAL PUBLIC THAT THE CITY COUNCIL WILL HOLD A MEETING OPEN TO THE PUBLIC **THURSDAY, MAY 12, 2022, AT 7:00 P.M.** IN THE CITY COUNCIL CHAMBERS, 113 S. FIRST STREET, WILLIAMS, ARIZONA. THE COUNCIL MAY, BY MOTION, RECESS INTO EXECUTIVE SESSION FOR (A) LEGAL ADVICE IN ACCORDANCE WITH A.R.S. §38-431.03(A)(3), OR (B) DISCUSSION OR CONSIDERATION OF RECORDS EXEMPT BY LAW FROM PUBLIC INSPECTION IN ACCORDANCE WITH A.R.S. §38-431.03(A)(2), TO DISCUSS AND CONSIDER ANY ITEM CONTAINED IN THIS AGENDA. THE COUNCIL WILL DISCUSS AND MAY TAKE ACTION ON THE FOLLOWING MATTERS:

#### **I. PROCEDURES**

- A. Call to Order
- B. Pledge of Allegiance and Invocation
- C. Roll Call
  - \_\_\_\_\_ Mayor Moore
  - \_\_\_\_\_ Vice-Mayor Dent
  - \_\_\_\_\_ Councilmember Fritsinger
  - \_\_\_\_\_ Councilmember McNelly
  - \_\_\_\_\_ Councilmember Cowen
  - \_\_\_\_\_ Councilmember Hiemenz
  - \_\_\_\_\_ Councilmember Payne
- D. Approval of Minutes for April 28, 2022
- E. Adopt Agenda

#### **II. PRESENTATIONS –**

#### **III. PUBLIC PARTICIPATION**

The Council cannot act upon items presented during the public participation portion of the agenda. Individual Council members may ask questions of the public or may respond to any criticisms. Still, the open meeting law prohibits the members from discussing or considering the items among themselves until the matter is officially placed on the agenda. However, the open meeting law allows the City Council to ask staff to review a case or place it on a future Council agenda. A person has a five-minute time period to speak. If a person has a written presentation that requires more than five minutes to present verbally, they should indicate the estimated time required on the sign-up sheet. The presiding officer may grant additional time if the agenda for the meeting is not too full. A registered spokesperson for a recognized community organization shall be afforded ten minutes, provided other members of the same organization agree beforehand to withhold their comments on the same subject.

#### *Certification of Posting*

The undersigned hereby certifies that a copy of this notice was duly posted at Williams City Hall interior board and exterior board in accordance with the statement filed by the City Council with the City Clerk.

Date: \_\_\_\_\_ Time: Before 5 p.m. By: \_\_\_\_\_  
City Clerk Pamela Galvan

## **CITY OF WILLIAMS CITY COUNCIL**

**REGULAR MEETING  
MAY 12, 2022  
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**CITY COUNCIL CHAMBERS  
113 S. FIRST STREET  
WILLIAMS, ARIZONA**

### **AGENDA**

#### **IV. CONSENT AGENDA ITEMS –**

- A. Approval of check register for the month ending April 30, 2022.

#### **V. NON-CONSENT AGENDA ITEMS**

- B. Consideration and action with a third and final reading of Ord No. 990 regarding fiber optics and internet services in Williams.
- C. Consideration and action regarding Telcom fiber optic franchise agreement.
- D. Consideration and action with the first reading of Ordinance No 991, levying upon the assessed valuation of the property within the City of Williams.
- E. Consideration and action with the first reading Ordinance No 992, levying upon the assessed valuation of the property within the Williams Community Facilities District.
- F. Consideration and action with an amended and restated Resolution No. 1416 Call to Election and Home Rule.

#### **RECESS TO PUBLIC HEARING**

*Pursuant to A.R.S. 41-563.01, the public may be heard on the question of an alternative expenditure limitation – the home rule option that will appear on the ballot at the primary election to be held on August 2, 2022. (First of two hearings on this matter.)*

#### **RECONVENE TO REGULAR MEETING**

- G. Consideration and action with an application for an extension of premises/patio permit at the World-Famous Sultana Bar for the American Legion Car Show, held on June 10 and 11, 2022.

#### **VI. REPORTS, CURRENT EVENTS, AND INFORMATION ITEMS**

Mayor and Council

Staff

#### **VII. ADJOURN**

CITY OF WILLIAMS CITY COUNCIL

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APRIL 28, 2022  
COUNCIL ACTION

***I. PROCEDURES***

**A. Call to Order 7:01 PM**

Mayor Moore called the meeting to order.

**B. Pledge of Allegiance and Invocation**

The pledge of allegiance was recited, and Kerry-Lynn Moede provided the invocation.

**C. Roll Call**

**Present: Mayor Moore, Vice-Mayor Don Dent, Councilmember Mike Cowen, Councilmember Craig Fritsinger, Councilmember Bernie Hiemenz, Councilmember Frank McNelly, and Councilmember Lee Payne**

Present from City Staff, City Manager Tim Pettit, Finance Director Barbara Bell, Police Chief Tad Wygal, and City Clerk/HR Director Pamela Galvan.

**D. Approval of Minutes for April 14, 2022.**

**Motion:** *To approve the Minutes for April 14, 2022.*

**Action:** *Approved*

**Moved by** *Councilmember Fritsinger, Seconded by Councilmember Hiemenz*

**Motion passed unanimously.**

**E. Adopt Agenda**

**Motion:** *To approve the agenda as presented.*

**Action:** *Adopted*

**Moved by** *Councilmember Hiemenz, Seconded by Councilmember Payne*

**Motion passed unanimously.**

***II. PRESENTATIONS – Heather Herman of Front Burner Media presented current marketing updates to the council.***

Heather presented the April 2022 Marketing Updates, which included, Marketing, Public Relations, Canyon Coaster assistance, and additional items such as Governor's Conference on Tourism and working on the FY 22/23 plan to incorporate a message of: "Visit, enjoy, and help us preserve our area for generations to come."

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**III. PUBLIC PARTICIPATION –**

Rick Gonzales of the "Little Chicken Spot" is asking for direction from the city in which the areas of the city he may place his food truck to continue to provide the community with his service.

Seth Hester expressed his concerns with the amount of trash on the on and off-ramps to the city and where there is building going on.

Mayor addressed the on and off-ramps: long distant drivers, he explained how these areas of trash fall on ADOT, and we have addressed it with them, and they assisted last year, but we continue to work with them.

The Police Chief noted that they check on them daily and do ticket them, but it is difficult to contain; they pass through and may never return, but we're continuing to try and curtail it.

**IV. CONSENT AGENDA ITEMS – None**

**V. NON-CONSENT AGENDA ITEMS**

**A. Consideration and second reading of Ord No. 990 regarding fiber optic and internet service in Williams.**

*The City Clerk provided the second reading by number and title only  
Ordinance No. 990*

**B. Consideration and action of Resolution No 1418 to correct previously adopted Resolution No 1417.**

This Resolution 1418 has the updated codes noted in the resolution replacing the old referenced codes in 1417.

*The City Clerk read Resolution No 1418 by number and title only.*

**Motion:** To approve Resolution No. 1418 read by number and title only.

**Action:** Approved

**Moved by** Councilmember Payne, **Seconded by** Vice Mayor Dent.

**Motion passed unanimously**

**C. Consideration and action regarding approval of a #12 Restaurant liquor license for Patrick Follett, agent for Canyon Coasters Williams Adventure Park, located at 700 E. Route 66.**

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APRIL 28, 2022  
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Mayor inquired about the posting, and the Clerk noted it was posted the required amount of time, not receiving any comments for or against it.

***Motion:*** To approve a #12 Restaurant liquor license for Patrick Follett for Canyon Coasters with Canyon Coasters Williams Adventure Park, located at 700 E. Route 66

***Action:*** Approved

***Moved by*** Councilmember Payne, ***Seconded by*** Councilmember Hiemenz.  
***Motion passed unanimously***

**D. Consideration and action with the City's electric rate increase.**

The City Council voted on April 14, 2022, to increase the City's Electric Rates after researching the rates over several years. There are many components to the city's rates, and the Staff would like to get clarification for moving forward.

- City Manager Tim Pettit explained that the Residential Classis (E-10) and APS Discount Program (E-3) would merge with the Residential Standard (E-12), making one Residential Rate.
- To merge the Summer and Winter rates into one rate.
- The Power Cost Adjuster (PCA) will be reviewed annually. The PCA will be implemented (if applicable) at the start of the following calendar year after the review.
- Customers with payment arrangements made by APS will be honored by the city if the customer is in good standing at the time of the transition.
- Budget billing will be made available in the city's billing software if it is capable. Staff will be following up with its software provider on this process. This will be for residential customers only.
- Electric billing will begin in July 2022 due to internal delays at APS.

*Jeff Woner of KR Saline gave a brief background of when the city took over the system from APS; the city adopted the current APS rates for our customers.*

*Tim noted that the rate would be reviewed annually along with CPI, and that rate will be implemented in the following year, not the fiscal.*

*If anomalies in power costs come up, the city can adjust at that time before the annual.*

CITY OF WILLIAMS CITY COUNCIL

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APRIL 28, 2022  
COUNCIL ACTION

***Motion:*** To approve the city's electric rate changes 1 through 6.

***Action:*** Approved

***Moved by*** Councilmember McNelly, ***Seconded by*** Councilmember Fritsinger.

***Motion passed unanimously***

**E. Consideration and action Resolution No. 1419 regarding execution and delivery of the SPPA Project Contract No. 2021-2 (Power Purchase Agreement. J Woner of KR Saline**

*Jeff Worner's presentation included information relating to items E, F, G, and H; they are all interconnected. Asking you to approve four agreements, two of which are administrative changes that you've already signed, the administrative and scheduling agreement; all that is being done with it is adding two new entities (The Tohono O'odham Utility Authority and the Town of Wickenburg) to SPPA; anytime a new member comes in all members sign to approve it.*

*Next is the second amended and restated power purchase agreement between Mesquite and the SPPA buyers. The city was initially at a 2-megawatt level. Last May, it stepped up to 5 megawatts. Part of the whole RFP process that the SPPA group went through resulted in the solar agreements. They also asked for RFPs on Thermal energy. They received two responses; one is from our existing partner Mesquite, the foundation of the SPPA group. This agreement is what has replaced our APS power.*

*The following two agreements are related to large-scale solar agreements; they have received over 100 responses for separate solar and solar battery agreements. The SPPA board selected the BrightNight entity to build the (Box Canyon project); built down towards Coolidge, AZ.*

*Jon proceeds to go through some of the other pages within his presentation.*

Mayor Moore asked the Clerk to read Resolution No. 1419 by number and title only.

*The City Clerk read Resolution No. 1419 by number and title only.*

***Motion:*** To approve Resolution No. 1419 regarding execution and delivery of the SPPA Project Contract No. 2021-2 (Power Purchase Agreement).

***Action:*** Approved

***Moved by*** Vice Mayor Dent, ***Seconded by*** Councilmember Hiemenz.

CITY OF WILLIAMS CITY COUNCIL

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APRIL 28, 2022  
COUNCIL ACTION

***Motion passed unanimously***

**F. Consideration and action with Resolution No. 1420 regarding execution and delivery of the Box Canyon Resale Agreement.**

Mayor Moore asked the Clerk to read Resolution No. 1420 by number and title only.

*The City Clerk read Resolution No. 1420 by number and title only.*

***Motion:*** To approve Resolution No 1420 as presented.

***Action:*** Approved

***Moved by*** Councilmember Payne, ***Seconded by*** Councilmember McNelly.

***Motion passed unanimously***

**G. Consideration and action with Resolution No. 1421 regarding the execution and delivery of the Fourth Amendment to the Administration and Scheduling Agreement and the Second Amendment to the Amended and Restated Power Purchase Agreement.**

Mayor Moore asked the Clerk to read Resolution No. 1421 by number and title only.

*The City Clerk read Resolution No. 1421 by number and title only.*

***Motion:*** To approve Resolution No 1421 as presented.

***Action:*** Approved

***Moved by*** Vice Mayor Dent, ***Seconded by*** Councilmember Hiemenz.

***Motion passed unanimously***

**H. Consideration and action with Resolution No. 1422 regarding the appointment of Tim Pettit as Williams designated director for SPPA and Julie Walker as the alternate director for the Southwest Public Power Agency, Inc.**

Mayor Moore asked the Clerk to read Resolution No. 1422 by number and title only.

*The City Clerk read Resolution No. 1422 by number and title only.*

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***Motion:*** To approve Resolution No 1422 as presented.

***Action:*** Approved

***Moved by*** Councilmember Payne, ***Seconded by*** Councilmember Fritsinger.

***Motion passed unanimously***

**I. Consideration and action regarding the continuation or discontinuance of COVID pay.**

There was a discussion about how people will be paid if they are sick with COVID, etc., with their accrued time.

***Motion:*** To approve the discontinuation of the COVID pay.

***Action:*** Approved

***Moved by*** Councilmember McNelly, ***Seconded by*** Councilmember Payne.

***Motion passed unanimously***

**J. Consideration and action with Airport Helipad and Taxiway A Sections 10, 1 inch AC Overlay and Pavement Markings.**

We already agreed and approved this project, applied for the grant, got it done, and we need to take action on it. The cost is \$705,000 and our cost is \$10%, \$70,500.00. This action is necessary so that the authorities can move forward.

***Motion:*** To approve the work at H. A. Clark Memorial Field for the Airport Helipad, Taxiway A Sections 10, 1-inch overlay, and pavement markings in the amount the city is responsible for, \$70,500.

***Action:*** Approved

***Moved by*** Vice Mayor Dent, ***Seconded by*** Councilmember Fritsinger.

***Motion passed unanimously***

**VI. REPORTS, CURRENT EVENTS, AND INFORMATION ITEMS**

**Mayor and Council**

- Mayor mentioned the Coaster Park.
- Going to try to do some clean-up project soon.
- Funding to fix Hwy 64/Tim Pettit noted that ADOT had given us directly with an application, and NACOG is moving monies over to us. We are looking to do a mill and overlay starting by Sept/Oct this year.
- Councilmember Payne noted the girls' softball championship signs up around town.



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**APRIL 28, 2022  
COUNCIL ACTION**

**Staff** *None*

**VII. ADJOURN – 8:07 PM**

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Mayor John W. Moore

**ATTEST:**

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City Clerk Pamela Galvan

DRAFT

**CITY OF WILLIAMS CITY COUNCIL**

**ANNOTATED MINUTES  
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**APRIL 28, 2022  
COUNCIL ACTION**

**CERTIFICATION**

State of Arizona,     )  
  )     ss.  
Coconino County,     )

I, PAMELA GALVAN, do hereby certify that I am the City Clerk of the City of Williams, County of Coconino, State of Arizona and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Williams held on April 28, 2022. I further certify that the Meeting was duly called and held and that a quorum was present.

Dated this 2nd day of May 2022.

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City Clerk Pamela Galvan



| Check Issue Date | Check Number | Payee                          | Description                           | Invoice GL Account | Amount    |
|------------------|--------------|--------------------------------|---------------------------------------|--------------------|-----------|
| 04/07/2022       | 104736       | A QUALITY WATER CO LLC         | SYSTEMS OPERATION 4/1/22-4/15/22      | 60-000-4430.000    | 11,524.00 |
| 04/07/2022       | 104737       | APPLIED INGENUITY, LLC         | ADDITIONAL SHROUD MATERIALS           | 60-000-4475.000    | 58,720.20 |
| 04/07/2022       | 104738       | ARIZONA DEPT OF PUBLIC SAFETY  | NCJ FINGERPRINT SUBMISSION            | 01-900-4380.000    | 22.00     |
| 04/07/2022       | 104739       | ARIZONA GENERATOR TECHNOLOGY   | ANNUAL MAINTENANCE FORTAG #8815 CAT   | 60-000-4470.000    | 8,262.86  |
| 04/07/2022       | 104740       | ARIZONA POWER AUTHORITY        | MARCH 2022 SCHEDULE D2 SERVICE        | 55-000-5503.000    | 7,161.75  |
| 04/07/2022       | 104741       | ARIZONA PUBLIC SERVICE         | FEB 2022 CUSTOMER CALL CENTER         | 55-000-5502.000    | 56,293.69 |
| 04/07/2022       | 104742       | AT&T MOBILITY                  | POLICE COMMUNICATION                  | 01-930-4340.009    | 344.25    |
| 04/07/2022       | 104743       | Babbitt Ford                   | MIRROR ASY                            | 01-970-4320.000    | 388.00    |
| 04/07/2022       | 104744       | BAKER & TAYLOR BOOKS           | BOOK PUCHASES                         | 01-900-5140.000    | 39.64     |
| 04/07/2022       | 104745       | BUREAU OF RECLAMATION          | PARKER DAVIS PROJECT ADVANCE/JUNE 2   | 55-000-5503.000    | 2,944.72  |
| 04/07/2022       | 104746       | CASELLE                        | MONTHLY SUPPORT MAY 2022              | 01-840-4470.000    | 4,230.00  |
| 04/07/2022       | 104747       | CASEY & KENNETH BOWEN          | REFUND FOR PORT A STALLS #1765989 & 1 | 01-000-2290.000    | 200.00    |
| 04/07/2022       | 104748       | CENTRAL ARIZONA SUPPLY         | SUPPLIES                              | 01-890-4480.000    | 116.19    |
| 04/07/2022       | 104749       | CENTURYLINK COMMUNICATIONS     | SERVICE CHARGES                       | 01-930-4340.009    | 1,616.49  |
| 04/07/2022       | 104750       | CITY OF WILLIAMS               | 9718621000                            | 60-000-4361.000    | 38,957.02 |
| 04/07/2022       | 104751       | COCONINO COUNTY                | IGA AGREEMENT                         | 01-830-4430.000    | 19,977.88 |
| 04/07/2022       | 104752       | COPPER STATE BOLT & NUT CO     | SUPPLIES                              | 60-000-4480.000    | 135.04    |
| 04/07/2022       | 104753       | DANA KEPNER CO INC             | SUPPLIES                              | 60-000-4480.000    | 7,073.41  |
| 04/07/2022       | 104754       | EMPIRE SOUTHWEST               | PARTS                                 | 01-970-4320.000    | 528.50    |
| 04/07/2022       | 104755       | ESO SOLUTIONS, INC             | FIRE DEPARTMENT PACKAGE               | 01-940-4340.000    | 4,667.71  |
| 04/07/2022       | 104756       | EXECUTIVE MEDIA GLOBAL, LP     | ROVA ADVENTURE TWENTY-NINE FEB-MAR    | 02-010-5202.000    | 2,340.00  |
| 04/07/2022       | 104757       | FRONT BURNER MEDIA LLC         | MARKETING                             | 02-010-5202.000    | 6,225.28  |
| 04/07/2022       | 104758       | HILLYARD FLAGSTAFF             | SUPPLIES                              | 01-890-4400.000    | 159.63    |
| 04/07/2022       | 104759       | HOLTZ INDUSTRIES               | FREIGHT FOR INV 606443                | 65-000-5510.000    | 75.40     |
| 04/07/2022       | 104760       | HOSPITALITY INTEGRATED SERVICE | STREETS                               | 05-100-4340.000    | 2,079.83  |
| 04/07/2022       | 104761       | IMPACT PHOTOGRAPHICS INC       | VC INVENTORY                          | 02-030-4600.000    | 2,191.83  |
| 04/07/2022       | 104762       | MADDEN PREPRINT MEDIA LLC      | GENERAL LEISURE                       | 02-010-5202.000    | 333.33    |
| 04/07/2022       | 104763       | MANGUM WALL STOOPS & WARDEN    | GENERAL PROFESSIONAL SERVICES         | 01-840-5030.000    | 6,650.00  |
| 04/07/2022       | 104764       | MISSION LINEN SUPPLY           | VC MATS                               | 02-030-4470.000    | 34.94     |
| 04/07/2022       | 104765       | OFFICE DEPOT                   | TONER                                 | 55-000-4380.000    | 638.86    |
| 04/07/2022       | 104766       | OLD TRAILS                     | Golf Course                           | 70-000-5271.000    | 5,898.24  |
| 04/07/2022       | 104767       | PHOENIX WELDING SUPPLY CO      | NITROGEN/HELIUM                       | 60-000-4330.000    | 54.69     |
| 04/07/2022       | 104768       | PLAYING CARDS PLUS, LLC        | VC INVENTORY                          | 02-030-4600.000    | 1,661.40  |
| 04/07/2022       | 104769       | PRESCOTT LAW GROUP, PLC        | PUBLIC DEFENDER CONTRACT              | 01-840-5030.000    | 2,500.00  |
| 04/07/2022       | 104770       | PUBLIC SAFETY RESEARCH GROUP   | STUDY ON CHANGING THE FIRE FROM VOL   | 01-940-4430.000    | 6,993.00  |
| 04/07/2022       | 104771       | RIGHT STUFF MEDIA LLC          | SEARCH ENGINE OPTIMIZATION            | 02-010-5202.000    | 2,990.00  |
| 04/07/2022       | 104772       | RURAL ARIZONA GROUP HEALTH TR  | APRIL 2022 EMPLOYEE HEALTH INS        | 01-000-2320.000    | 66,878.26 |
| 04/07/2022       | 104773       | RUTH ALVARADO                  | TRANSLATION FEES                      | 01-840-4430.000    | 100.00    |
| 04/07/2022       | 104774       | RWC INTERNATIONAL              | FRONT ALIGNMENT                       | 01-960-4320.000    | 87.09     |
| 04/07/2022       | 104775       | SAN DIEGO POLICE EQUIPMENT CO  | AMMUNITION                            | 01-930-5130.000    | 589.98    |
| 04/07/2022       | 104776       | SEDONA NOW MEDIA LLC           | ADVERTISING/AIRTIME APRIL 2022        | 02-010-5202.000    | 3,049.00  |
| 04/07/2022       | 104777       | SIMPLOT TURF & HORTICULTURE    | Increase in Pricing                   | 01-922-4330.000    | 4,643.90  |
| 04/07/2022       | 104778       | SPARKLETTS                     | DRINKING WATER/PD                     | 01-930-4380.000    | 169.69    |
| 04/07/2022       | 104779       | SUPERIOR PROPANE               | SHORT PAID INV #4049 W FINANCE CHARG  | 70-000-4420.000    | 859.98    |
| 04/07/2022       | 104780       | TREASURE CHEST BOOKS           | VC INVENTORY\FREIGHT                  | 02-030-4601.000    | 265.73    |
| 04/07/2022       | 104781       | U S BANK                       | WILLIAMS AZ EXCISE TAX 2017           | 60-000-5100.000    | 1,200.00  |
| 04/07/2022       | 104782       | U S DEPARTMENT OF ENERGY       | PARKER DAVIS TRANS SERV ADVANCE MAY   | 55-000-5503.000    | 5,017.87  |
| 04/07/2022       | 104783       | USA BLUEBOOK                   | SUPPLIES/EQUIPMENT                    | 61-000-4490.000    | 3,755.85  |
| 04/07/2022       | 104784       | VICTORIA PEYGHAMBARIAN         | RUFUND FOR ELECTRIC ACCOUNT #044493   | 55-000-1150.000    | 292.70    |
| 04/07/2022       | 104785       | WELLS FARGO FINANCIAL LEASING  | RENTAL PAYMENT/PD                     | 01-930-4470.000    | 690.83    |
| 04/07/2022       | 104786       | WESTWAYS                       | MARKETING SPRING 2022                 | 02-010-5202.000    | 4,250.00  |
| 04/07/2022       | 104787       | WILLIAMS AUTO SUPPLY           | Golf Course                           | 70-000-5274.000    | 2,636.85  |
| 04/13/2022       | 104788       | RON HOWARD                     | DIRECT DEPOSIT R. HOWARD CK 4/2/22    | 01-000-2022.000    | 250.00    |
| 04/14/2022       | 104789       | BDP INDUSTRIES                 | WASTE WATER SUPPLIES                  | 61-000-4480.000    | 1,475.43  |
| 04/14/2022       | 104790       | BROWNOLD, THOMAS               | DEPOSIT FOR HISTORIC PHOTOGRAPHY P    | 22-000-8950.106    | 3,563.33  |
| 04/14/2022       | 104791       | CENTURY LINK                   | 635-5989-792B                         | 70-000-4340.000    | 1,428.85  |
| 04/14/2022       | 104792       | CITY OF WILLIAMS               | 8855501000                            | 60-000-4360.000    | 101.38    |
| 04/14/2022       | 104793       | COCONINO COUNTY RECORDER       | S.CARDENAS/DEED CEMETERY PLOT         | 01-840-4430.000    | 15.00     |

| Check Issue Date | Check Number | Payee                          | Description                           | Invoice GL Account | Amount    |
|------------------|--------------|--------------------------------|---------------------------------------|--------------------|-----------|
| 04/14/2022       | 104794       | DANA KEPNER CO INC             | SUPPLIES                              | 60-000-4480.000    | 1,488.20  |
| 04/14/2022       | 104795       | GRAND CANYON AUTO SUPPLY       | AUTO PARTS                            | 70-000-5272.000    | 396.79    |
| 04/14/2022       | 104796       | HOMCO LUMBER & HARDWARE        | PARKS SUPPLIES                        | 01-922-4480.000    | 82.99     |
| 04/14/2022       | 104797       | IMPACT PHOTOGRAPHICS INC       | VC INVENTORY                          | 02-030-4600.000    | 496.10    |
| 04/14/2022       | 104798       | INTERSTATE BILLING SERVICES    | SHOP SUPPLIES                         | 01-970-4320.000    | 75.43     |
| 04/14/2022       | 104799       | MISSION LINEN SUPPLY           | VC MATS                               | 02-030-4470.000    | 34.94     |
| 04/14/2022       | 104800       | OFFICE DEPOT                   | TONER                                 | 01-840-4380.000    | 103.96    |
| 04/14/2022       | 104801       | OUTSIDE INTERACTIVE, INC.      | FULL PAGE AD GRAND CANYON JOURNAL     | 02-010-5202.000    | 2,998.00  |
| 04/14/2022       | 104802       | PRUDENTIAL OVERALL SUPPLY      | UNIFORM EXPENSES                      | 70-000-4510.000    | 1,556.24  |
| 04/14/2022       | 104803       | SEDONA NOW MEDIA LLC           | ADVERTISING/TRAVELER TV AIRTIME LAS V | 02-010-5202.000    | 7,550.00  |
| 04/14/2022       | 104804       | SHORE POWER INC                | BATTERIES FOR FIRE DEPT               | 01-940-4380.000    | 22.24     |
| 04/14/2022       | 104805       | SMITH SOUTHWESTERN             | VC INVENTORY/FREIGHT                  | 02-030-4601.000    | 1,463.89  |
| 04/14/2022       | 104806       | SPARKLETT'S                    | DRINKING WATER/CITY HALL              | 01-840-4380.000    | 191.43    |
| 04/14/2022       | 104807       | STATE OF ARIZONA               | WQL WATER QUALITY-WWTP                | 61-000-4410.000    | 500.00    |
| 04/14/2022       | 104808       | WASTE MANAGEMENT OF ARIZONA-F  | BILLING - MARCH 2022                  | 61-000-5260.000    | 26,376.68 |
| 04/14/2022       | 104809       | WILDLIFE ARTISTS               | VC FREIGHT AND CONTAINER FREIGHT      | 02-030-4601.000    | 1,305.71  |
| 04/14/2022       | 104810       | WILLIAMS GRAND CANYON NEWS     | GOLF COURSE ADVERTISING MONTHLY       | 01-840-4310.000    | 1,457.18  |
| 04/22/2022       | 104811       | A QUALITY WATER CO LLC         | SYSTEMS OPERATION 4/16/22-4/30/22     | 60-000-4430.000    | 11,524.00 |
| 04/22/2022       | 104812       | ALARM ELECTRONICS AND          | QUARTERLY ALARM MONITORING            | 01-840-4430.000    | 73.08     |
| 04/22/2022       | 104813       | ALD TELECOM                    | 00001032260                           | 01-840-4340.000    | 24.61     |
| 04/22/2022       | 104814       | ANDY WORTHINGTON               | WATER DEPOSIT REFUND #2056001         | 99-000-1075.000    | 75.42     |
| 04/22/2022       | 104815       | ASPEN VETERINARY CLINIC        | NITRO PHYSICAL EXAM & VACCINE         | 01-930-5055.000    | 139.00    |
| 04/22/2022       | 104816       | ATOMIC PEST CONTROL LLC        | SEMI-ANNUAL SERVICE FOREST SERVICE B  | 23-000-4480.000    | 180.00    |
| 04/22/2022       | 104817       | BEST APPROACH                  | ANNUAL LICENSE & HOSTING FEE FOR CO   | 70-000-4410.000    | 1,000.00  |
| 04/22/2022       | 104818       | BUFFALO FENCE & BARN CO        | SPLIT POST AND RAIL                   | 01-960-4380.000    | 483.63    |
| 04/22/2022       | 104819       | BURCHAM, SALLY ANN             | ELECTRIC OVERPAYMENT #5438960000      | 55-000-1150.000    | 13.32     |
| 04/22/2022       | 104820       | CATERPILLAR FINANCIAL SERVICES | STATE TAX APRIL 2022 PAVER            | 05-100-5120.000    | 5,071.56  |
| 04/22/2022       | 104821       | CATHERINE ROBERTSON            | UTILITY REFUND #1491901               | 99-000-1075.000    | 67.76     |
| 04/22/2022       | 104822       | CENTER LINE SUPPLY INC         | STREET PAINTING SUPPLIES              | 05-100-7130.000    | 1,321.76  |
| 04/22/2022       | 104823       | CESAREO & KRISTINE VASQUEZ     | UTILITY REFUND #1755501               | 99-000-1075.000    | 37.00     |
| 04/22/2022       | 104824       | CITY OF WILLIAMS UTILITY       | 820 W ROUTE 66 - PUBLIC RESTROOMS     | 01-890-4520.000    | 4,939.19  |
| 04/22/2022       | 104825       | COCONINO COUNTY                | 2ND QTR 2022 FACILITIES BILLING       | 01-830-5060.000    | 2,890.35  |
| 04/22/2022       | 104826       | DANA KEPNER CO INC             | SUPPLIES                              | 60-000-4480.000    | 3,005.25  |
| 04/22/2022       | 104827       | DIRECTV                        | SUBSCRIPTION - GOLF COURSE            | 70-000-4350.000    | 239.98    |
| 04/22/2022       | 104828       | DISCOUNTELL, INC               | POLICE DEPARTMENT SUPPLIES            | 01-930-7020.000    | 858.48    |
| 04/22/2022       | 104829       | FLAGSTAFF PUBLISHING CO        | DIRECT IMPRESSIONS BROCHURE MAILING   | 02-010-5202.000    | 1,864.09  |
| 04/22/2022       | 104830       | FRONT BURNER MEDIA LLC         | DIGITAL ADS AND GEOFENCING            | 02-010-5202.000    | 2,810.00  |
| 04/22/2022       | 104831       | HINTON BURDICK CPAS & ADVISORS | AUDIT-PROGRESS BILLING FY 2021        | 01-880-5010.000    | 2,960.00  |
| 04/22/2022       | 104832       | HOMCO LUMBER & HARDWARE        | SUPPLIES                              | 01-890-4490.000    | 1,044.20  |
| 04/22/2022       | 104833       | HOSPITALITY INTEGRATED SERVICE | POLICE DEPT OFFICE                    | 01-930-4340.009    | 1,728.48  |
| 04/22/2022       | 104834       | HUNTINGTON NATIONAL BANK       | ROLLER INTEREST                       | 30-000-9021.000    | 4,721.80  |
| 04/22/2022       | 104835       | IMPACT PHOTOGRAPHICS INC       | VC INVENTORY/FREIGHT                  | 02-030-4601.000    | 419.52    |
| 04/22/2022       | 104836       | INNER BASIN ENVIRONMENTAL LLC  | WASTE WATER TESTING                   | 61-000-5230.000    | 2,030.00  |
| 04/22/2022       | 104837       | KR SALINE & ASSOCIATES         | MULTIPLE PROJECTS                     | 55-000-4430.000    | 18,032.44 |
| 04/22/2022       | 104838       | LAMAR AIRPORT ADVERTISING CO   | DIGITAL BULLETINS                     | 02-010-5202.000    | 750.00    |
| 04/22/2022       | 104839       | MISSION LINEN SUPPLY           | VC MATS                               | 02-030-4470.000    | 69.88     |
| 04/22/2022       | 104840       | OFFICE DEPOT                   | VISITOR CENTER SUPPLIES               | 02-030-4380.000    | 43.24     |
| 04/22/2022       | 104841       | PATTON ELECTRIC LLC            | INSTALLATION OF FLOCCULATION EQUIPM   | 60-000-4480.000    | 9,750.00  |
| 04/22/2022       | 104842       | PHOENIX WELDING SUPPLY CO      | NITROGEN/HELIUM                       | 61-000-4330.000    | 64.49     |
| 04/22/2022       | 104843       | PRI MANAGEMENT GROUP           | RECORDS MANAGEMENT TRAINING           | 01-930-4500.000    | 518.00    |
| 04/22/2022       | 104844       | R & R PRODUCTS INC             | GOLF COURSE EQUIPMENT/PARTS           | 70-000-5272.000    | 2,217.58  |
| 04/22/2022       | 104845       | RHINEHART OIL CO. LLC          | STREET SUPPLIES                       | 05-100-4320.000    | 25,575.63 |
| 04/22/2022       | 104846       | SHORT EQUIPMENT, INC.          | SHOP PARTS                            | 01-970-4320.000    | 3,580.39  |
| 04/22/2022       | 104847       | SMITH SOUTHWESTERN             | VC INVENTORY/FREIGHT                  | 02-030-4601.000    | 230.23    |
| 04/22/2022       | 104848       | SOJERN, INC                    | DISPLAY-CPM WILLIAMS AZ TRAVEL        | 02-010-5202.000    | 10,000.00 |
| 04/22/2022       | 104849       | SOUTHWEST TURF SUPPORT INC     | GOLF COURSE TURF SUPPLIES             | 70-000-4330.000    | 2,655.49  |
| 04/22/2022       | 104850       | T MOBILE                       | MOBILE INTERNET                       | 22-900-8930.053    | 286.20    |
| 04/22/2022       | 104851       | THE ARIZONA REPUBLIC           | AOT 2021-22 RUAL CAMPAIGN             | 02-010-5202.000    | 3,750.00  |

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| 04/22/2022       | 104852       | THE WANDER MEDIA GROUP, LLC    | FULL PAGE AD SPRING 2022             | 02-010-5202.000    | 4,050.00   |
| 04/22/2022       | 104853       | TOUCH MEDIA S.R.O.             | FULL PAGE AD- RTE 66 PASSPORT        | 02-010-5202.000    | 349.50     |
| 04/22/2022       | 104854       | UNISOURCE ENERGY SERVICES      | Central Garage - 1/2                 | 05-100-4420.000    | 2,679.21   |
| 04/22/2022       | 104855       | WELLS FARGO FINANCIAL LEASING  | RENTAL PAYMENT/LIBRARY               | 01-900-4470.000    | 409.35     |
| 04/22/2022       | 104856       | WILLIAMS CITY COURT            | MARCH 2022 BANK FEES                 | 01-830-5100.000    | 76.16      |
| 04/22/2022       | 104857       | WILLIAMS GRAND CANYON NEWS     | 2 YEAR SUBSCRIPTION                  | 01-840-4350.000    | 60.00      |
| 04/07/2022       | 104858       | SECURITY BENEFIT               | SECURITY BENEFIT 457 CONTRIBUTIONS   | 01-000-2065.000    | 50.00      |
| 04/21/2022       | 104859       | SECURITY BENEFIT               | SECURITY BENEFIT 457 CONTRIBUTIONS   | 01-000-2065.000    | 50.00      |
| 04/21/2022       | 104860       | WILLIAMS FIRE DEPT P&R FUND    | Fire Dept Retirement CONTRIBUTIONS   | 01-000-2300.000    | 1,181.78   |
| 04/29/2022       | 104861       | Babbitt Ford                   | AUTO PARTS                           | 01-970-4320.000    | 195.11     |
| 04/29/2022       | 104862       | BAKER & TAYLOR BOOKS           | BOOK PUCHASES                        | 01-900-5140.000    | 2,971.24   |
| 04/29/2022       | 104863       | CITY OF FLAGSTAFF              | APR-2022 LANDFILL FEES               | 65-000-5260.000    | 1,591.19   |
| 04/29/2022       | 104864       | CITY OF WILLIAMS               | 4737271916                           | 01-922-4360.000    | 35.14      |
| 04/29/2022       | 104865       | COLONIAL                       | BCN E3123882/APRIL 2022 PREMIUM      | 01-000-2050.000    | 2,527.06   |
| 04/29/2022       | 104866       | CYCLONE SEPTIC LLC             | PORT A POTTY RENTAL AND WASH STATION | 01-940-4380.000    | 490.00     |
| 04/29/2022       | 104867       | DANA KEPNER CO INC             | FIRE HYDRANT WRENCH                  | 60-000-4490.000    | 241.83     |
| 04/29/2022       | 104868       | EMPIRE SOUTHWEST               | PARTS                                | 01-970-4320.000    | 792.70     |
| 04/29/2022       | 104869       | FLAG STAMP AND ENGRAVING LLC   | NAME TAGS FOR VC                     | 02-030-4510.000    | 27.11      |
| 04/29/2022       | 104870       | FRONT BURNER MEDIA LLC         | LODGING FOR BEACH FAMILY             | 02-010-5202.000    | 866.38     |
| 04/29/2022       | 104871       | GOLIGHTLY TIRES                | PD TIRE SERVICE                      | 01-930-4480.000    | 2,233.27   |
| 04/29/2022       | 104872       | GOVERNOR'S OFFICE OF HIGHWAY S | GOHS 2022 CONFERENCE-OFFICER WHITE   | 01-930-4500.000    | 300.00     |
| 04/29/2022       | 104873       | GRAND CANYON AUTO SUPPLY       | PARTS                                | 70-000-5272.000    | 60.90      |
| 04/29/2022       | 104874       | HAZEL FULLER                   | UTILITY REFUND #1066003              | 99-000-1075.000    | 33.31      |
| 04/29/2022       | 104875       | IMPACT PHOTOGRAPHICS INC       | VC INVENTORY/FREIGHT                 | 02-030-4601.000    | 890.25     |
| 04/29/2022       | 104876       | INTERSTATE BILLING SERVICES    | SHOP SUPPLIES                        | 01-970-4320.000    | 192.52     |
| 04/29/2022       | 104877       | JUSTIN SANDOVAL                | FIREWORKS MODULE AND SLAT            | 01-940-5370.000    | 6,000.00   |
| 04/29/2022       | 104878       | MISSION LINEN SUPPLY           | VC MATS                              | 02-030-4470.000    | 34.94      |
| 04/29/2022       | 104879       | NEW CHINA RESTAURANT           | UTILITY REFUND #1536901              | 99-000-1075.000    | 762.98     |
| 04/29/2022       | 104880       | NILES RADIO COMMUNICATIONS     | INSTALLATION                         | 01-930-4340.000    | 92.81      |
| 04/29/2022       | 104881       | PHOENIX MAGAZINE               | 2022-06 MAY/JUN PM/FULL PAGE         | 02-010-5202.000    | 8,058.76   |
| 04/29/2022       | 104882       | PHOENIX WELDING SUPPLY CO      | COMPRESSED NITROGEN                  | 60-000-4330.000    | 70.06      |
| 04/29/2022       | 104883       | PLAYING CARDS PLUS, LLC        | VC INVENTORY                         | 02-030-4600.000    | 1,282.50   |
| 04/29/2022       | 104884       | PRAXAIR DISTRIBUTION INC       | SHOP SUPPLIES                        | 01-970-4490.000    | 875.33     |
| 04/29/2022       | 104885       | R & R PRODUCTS INC             | GOLF COURSE EQUIPMENT/PARTS          | 70-000-5272.000    | 1,139.85   |
| 04/29/2022       | 104886       | SMITH SOUTHWESTERN             | VC INVENTORY/FREIGHT                 | 02-030-4601.000    | 598.91     |
| 04/29/2022       | 104887       | SNAP ON CREDIT, LLC            | SOFTWARE SUBSCRIPTION FOR SHOP       | 01-970-4490.000    | 76.20      |
| 04/29/2022       | 104888       | SOUTHWEST TURF SUPPORT INC     | GOLF COURSE TURF SUPPLIES            | 70-000-4330.000    | 2,014.54   |
| 04/29/2022       | 104889       | TOM HENDAL                     | DAMAGE TO HIS VEHICLE BY SNOW PLOW   | 05-100-4480.000    | 851.33     |
| 04/29/2022       | 104890       | ULINE                          | VC SUPPLIES                          | 02-030-4380.000    | 92.16      |
| 04/29/2022       | 104891       | VERIZON WIRELESS BELLEVUE      | Water Dept                           | 60-000-4340.000    | 2,556.52   |
| 04/29/2022       | 104892       | WINZER                         | SHOP SUPPLIES/PARTS                  | 01-970-4380.000    | 560.60     |
| 04/29/2022       | 104893       | YAVAPAI-APACHE SAND & ROCK     | GOLF COURSE-MORTAR SAND              | 70-000-5270.000    | 984.18     |
| 04/07/2022       | 40720221     | ARIZONA STATE RETIREMENT       | ASRS RETIREMENT CONTRIBUTIONS        | 01-000-2300.000    | 26,164.67  |
| 04/07/2022       | 40720222     | HEALTH EQUITY INC              | HEALTH EQUITY FEES                   | 01-840-4130.000    | 6,468.90   |
| 04/07/2022       | 40720223     | NATIONWIDE RETIREMENT          | NATIONWIDE 457 CONTRIBUTIONS         | 01-000-2065.000    | 75.00      |
| 04/07/2022       | 40720224     | PAYCOM PAYROLL HOLDINGS LLC    | PAYCOM CASH REQUIREMENTS             | 01-000-2022.000    | .00        |
| 04/07/2022       | 40720225     | PUBLIC SAFETY CANCER INSURANC  | PSPRS RETIREMENT CONTRIBUTIONS       | 01-000-2310.000    | .00        |
| 04/07/2022       | 40720226     | PUBLIC SAFETY CANCER INSURANC  | PSPRS RETIREMENT CONTRIBUTIONS       | 01-000-2310.000    | 8,532.85   |
| 04/21/2022       | 42120221     | ARIZONA STATE RETIREMENT       | ASRS RETIREMENT CONTRIBUTIONS        | 01-000-2300.000    | 29,672.90  |
| 04/21/2022       | 42120222     | HEALTH EQUITY INC              | HEALTH EQUITY CONTRIBUTIONS          | 01-000-2360.000    | 1,070.11   |
| 04/21/2022       | 42120223     | NATIONWIDE RETIREMENT          | NATIONWIDE 457 CONTRIBUTIONS         | 01-000-2065.000    | 75.00      |
| 04/21/2022       | 42120224     | PAYCOM PAYROLL HOLDINGS LLC    | PAYCOM CASH REQUIREMENTS             | 01-000-2022.000    | 134,637.74 |
| 04/21/2022       | 42120225     | PSPRS                          | PSPRS RETIREMENT CONTRIBUTIONS       | 01-000-2310.000    | 8,746.10   |
| 04/25/2022       | 59780425     | JPMORGAN CHASE BANK NA         | JIMMY JOHNS - 2737                   | 01-930-4500.000    | .00        |
| 04/29/2022       | 59780429     | JPMORGAN CHASE BANK NA         | JIMMY JOHNS - 2737                   | 01-930-4500.000    | 20,586.90  |
| 04/07/2022       | 40720227     | PAYCOM PAYROLL HOLDINGS LLC    | PAYCOM CASH REQUIREMENTS             | 01-000-2022.000    | 159,323.58 |

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| Grand Totals:    |              |       |             |                    | 982,256.76 |

Dated: \_\_\_\_\_

City Council: \_\_\_\_\_

## **ORDINANCE NO. 990**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF WILLIAMS ARIZONA, AMENDING CHAPTER 115 BY THE ADDITION OF SECTION §115.04, GRANTING THE NONEXCLUSIVE TELECOMMUNICATIONS SYSTEM LICENSE TO USE, OPERATE, MAINTAIN, CONSTRUCT AND INSTALL, CABLES, CONDUIT, APPURTENANCES, AND RELATED FACILITIES, COLLECTIVELY KNOWN AS A "NETWORK" IN, UNDER, ALONG, OVER AND ACROSS THE PUBLIC RIGHTS-OF-WAY AND EASEMENTS OF THE CITY OF WILLIAMS.**

**WHEREAS**, the City of Williams has authority pursuant to A.R.S. § 9-501 and A.R.S. § 9-581 *et. seq.*, to issue licenses to use the public rights-of-way and easements within the City for a telecommunications system; and

**WHEREAS**, Licensee has applied to the City of Williams for a license for the use, installation, placement, operation, and maintenance of wireless communications facilities in, on, under, upon, along, and across certain public rights-of-way and easements within the City of Williams; and

**WHEREAS**, the issuance of such a Telecommunications System License to Licensee will benefit residents of the City of Williams;

**NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLIAMS, AS FOLLOWS:**

**1.     LICENSE GRANTED.**

1.1     License Area. There is hereby granted by the City to Licensee a revocable, non-exclusive license to use, construct, install, operate and maintain a telecommunication system network, including all necessary cables, conduit, appurtenances, and related facilities (collectively referred to herein as "Network") in, under, along, over and across the public rights-of-way and easements of the City of Williams as depicted in the attached **Exhibit A**, which is attached hereto and incorporated herein by this reference, subject to the terms and conditions of this License, the Williams Municipal Code and any amendments thereto, the City's police powers and taxing authority, together with all applicable federal and state laws and regulations. For the purpose of this License, the Network does not include a cable system, open video system, or any other system providing multichannel video service, all as defined in Title VI of the Federal Communications Act of 1934. This is not a business license, zoning approval, nor is it a permit to engage in construction activities in the right-of-way of the City. Any such business license, zoning approval, and construction permit must be obtained separately from the City. Licensee must obtain zoning approval under the Williams Municipal Code and any work in the public right-of-way must be permitted under the Williams Municipal Code, as may be amended from time to time. This License does not authorize the construction or placement of any poles in the public rights-of-way.



1.2 Others' Facilities. Licensee may use or lease facilities of other persons as part of its Network, provided, however, that such facilities are lawfully constructed, installed, operated, and maintained in the public rights-of-way in compliance with the Williams Municipal Code, state law, and any other applicable laws. Licensee shall provide the City with the current name of the person and responsible officer thereof, local business address, and telephone number, and a general description and location of the other persons' facilities that will be used as part of the Licensee's Network. Nothing herein shall be construed to grant any person other than Licensee a telecommunications or fiber optics communications system license.

1.3. Service Routes. Licensee's Service Routes shall consist of those routes identified in **Exhibit A**. Licensee may construct a Network including facilities, cables, and appurtenances along the Routes generally depicted in **Exhibit A**, and as will be more specifically depicted on Construction and As-Built Drawings provided to the City by Licensee.

1.4. Expanded Service Routes. At any time during the term of this License, Licensee may apply to the City Engineer and having complied with the terms and conditions of this License and having received City Engineer's or City Managers approval, which shall not be unreasonably withheld or delayed, Licensee may expand or extend (construct, install, upgrade and operate) its Network within the City of Williams. Any expansions or extensions shall be at all times governed by the terms and conditions of this License. Licensee shall immediately prepare a new Exhibit A to this License showing all service routes, including the expansions, which shall be attached to this License and replace the existing Exhibit A, upon receiving the City Engineer's approval of the new routes.

1.5 Inter-State Services. If in the future, Licensee offers inter-state services in the City of Williams, this License will automatically be converted to a dual license for an inter-state and intra-state telecommunications network. In that event, the parties agree that the City may amend the License as may be permitted by and consistent with state laws and City ordinances, following good faith negotiations with Licensee, within a reasonable time. Licensee shall notify the City at least one hundred twenty (120) days before commencement of offering inter-state telecommunications services in the City of Williams.

## 2. CONDITIONS RELATED TO MANAGEMENT OF PUBLIC RIGHTS-OF-WAY AND EASEMENTS.

2.1 Williams Rights-of-Way Regulations. Licensee shall comply with all requirements of the Williams Municipal Code, as may be amended from time to time, and any other ordinances related to work in the public rights-of-way and easements, in addition to all terms and conditions of this License.

2.2 Plans; Construction Schedule. Construction of the Initial Service Routes shall commence within twelve (12) months from the effective date of this License. Plans and Construction schedules shall be addressed as required under the Williams Municipal Code.

2.3 Underground Installation. Except as otherwise provided herein or permitted by the City, all of the Licensee's networks within the City shall be underground and shall meet the standard specifications and reasonable requirements of the City.

2.4. Coordination of Underground Installation. Licensee shall coordinate its installations with developers and other utilities to install facilities underground in a common trench and at the same time, per Williams Municipal Code. All installations shall be in conduit approved by the City Engineer. Any expenses for trenching or conduit other than that required for Licensee's use will be shared pro-rata among all parties located in the trench or conduit, with payment and other terms and conditions of said joint occupancy to be agreed upon by the parties.

2.5. Reimbursement for Reduction in Service Life. Upon completion of construction and prior to the release of any performance bond posted for construction purposes, Licensee agrees to reimburse the City for all reasonable costs arising from the reduction in the service life of any public road, resulting from pavement cuts of the Licensee considering the criteria set forth in the Williams Municipal Code is amended to require such reimbursement.

2.6. Arizona 811 (Blue Stake); As-Built Drawings; Local Agent. Licensee shall participate as a member of Arizona Blue Stake Center and other organizations to assist with the proper location and identification of its underground facilities and shall comply with Arizona Revised Statutes Section 40-360.21 et. seq. Licensee shall maintain As-Built Drawings of its facilities located within the public rights-of-way and easements of the City, and furnish a copy of the same to the City upon request. Licensee shall maintain a local agent within Coconino County, who is familiar with Licensee's facilities and is able to assist the City and others using the public rights-of-way and easements in obtaining accurate information regarding Licensee's facilities.

2.7. Electronic Mapping. (Reserved)

2.8. Emergencies.

2.8.1 In case of a public emergency posing an immediate threat to the lives or property of City residents, City reserves the right to perform work in the public rights-of-way and easements, which work may damage or destroy Licensee's facilities, without any prior notice to Licensee, if such action is deemed reasonably necessary by the City Manager, Fire Chief, Police Chief, City Engineer,

Public Works Director, and/or any of their designees. Licensee shall be responsible for costs of repair of any of its facilities damaged in such an emergency event. If Licensee is required to make repairs of an emergency nature, Licensee will notify the city prior to such repairs, if practicable, and will obtain necessary permits in a reasonable time after notification.

2.8.2 A public emergency shall be any condition which, in the opinion of any of the officials named in Paragraph 2.8.1, poses an immediate threat to the lives or property of any person in the City, caused by any natural or man-made disaster, including, but not limited to storms, floods, fire, accidents, explosions, major water main breaks, hazardous material spills.

### 3. PERFORMANCE BOND.

3.1 At least thirty (30) days before commencing any construction work under this License, the Licensee shall post a performance bond in the amount of \$ \_\_\_\_\_ in favor of the City as security for the Licensee's faithful performance of all provisions of this License, including but not limited to the payment of any claims, liens, taxes due, penalties, cost of removal or abandonment of any property by Licensee. This bond shall remain in effect during the construction of the Licensee's Initial Service Routes. After completion of the Initial Service Routes, upon written approval of the City, provided there are no outstanding claims against Licensee resulting from said construction, the Licensee may replace the bond in the amount of \$ \_\_\_\_\_ with a bond in the amount of \$ \_\_\_\_\_ as security for the Licensee's faithful performance of all provisions of this License, including but not limited to the payment of any claims, liens, taxes due, penalties, cost of removal or abandonment of any property by Licensee. The city may request an additional bond in the same or greater amount during construction by Licensee in the Expanded Service Routes. Upon written approval of the City, the performance bond may be canceled no later than ninety (90) days after the expiration of the term of this License, provided there is no outstanding default on the part of the Licensee.

3.2 City may draw upon the performance bond if, after giving Licensee thirty (30) days' notice and an opportunity to cure any default under this License, Licensee fails to cure any default. Within thirty (30) days after notice to Licensee that any amount has been withdrawn from the bond, Licensee shall restore the bond to its initial amount. A performance bond shall not be construed to limit the liability of the Licensee.

### 4. INSURANCE.

4.1 Minimum Insurance. Licensee shall at all times during the term hereof, at its own cost and expense, carry and maintain, for the mutual benefit of the City and Licensee, the following minimum insurance:

4.1.1. Commercial General Liability. Commercial general liability insurance with an unimpaired limit of One Million Dollars (\$1,000,000) for each occurrence and a One Million Dollar (\$1,000,000) general aggregate limit per policy year. The policy shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, bodily injury, advertising injury, and liability assumed under an "insured contract" including this License. The policy will cover the Licensee's liability under the indemnity provisions of this License. The protection under the policy shall at a minimum meet or exceed Insurance Service Office, Inc. Form CG 00 01 10 93. (The policy does contain a "separation of insureds" clause.)

4.1.2. Automobile Liability. Commercial business automobile liability insurance with a limit of One Million Dollars (\$1,000,000) for each occurrence covering any and all owned, hired, and non-owned vehicles assigned to or used in any way in connection with the Licensee's use of the License Area. Coverage must be at least as broad as Insurance Service Office, Inc. Policy Form CA00 01 12 93. (Such insurance does cover hazards of a motor vehicle used for loading and off-loading.)

4.1.3. Workers' Compensation. Such workers' compensation and similar insurance as is required by law and employer's liability insurance with a minimum limit of Five Hundred Thousand Dollars (\$500,000) for each employee, One Million Dollars (\$1,000,000) policy limit.

4.1.4. Other Insurance. Any other insurance City may reasonably require before approval and related to the construction of any Expanded Service Routes for the protection of City and City's agents, officials, representatives, officers, directors, and employees (collectively "Additional Insureds"), the License Area, surrounding property, Licensee, or the activities carried on or about the License Area. Such insurance shall be limited to insurance a reasonable person owning, leasing, designing, constructing, occupying, or operating similar facilities could reasonably purchase.

4.2 Form of Insurance. All insurance policies shall meet the following requirements:

4.2.1. All policies except workers' compensation must name the City, its agents, officials, representatives, officers, and employees as Additional Insureds. Licensee shall cause coverage for Additional Insureds to be incorporated into each insurance policy via endorsement equivalent to Insurance Services Office, Inc. Commercial General Liability Additional Insured, Form B. The city may give the Licensee notice of City's election from time to time that any or all the Additional Insureds not be named as Additional Insureds with respect to specific insurance coverages.

4.2.2. All policies must provide City with thirty (30) days prior notice of any cancellation, reduction, or other change in coverage.

4.2.3. All policies shall require that notices be given to City as provided for notices to City under this License.

4.2.4. The insurer's duty to notify the City of changes in coverage shall not include phrases such as "endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives."

4.2.5. All policies must clearly show, by formal endorsement or otherwise, that all coverage required by this License is provided.

4.2.6. All insurance policies shall contain a waiver of any transfer rights of recovery (subrogation) against City and all other Additional Insureds. No deductible or "self-insured" amount shall exceed Two Hundred Fifty Thousand Dollars (\$250,000). Licensee shall be solely responsible for any self-insurance amount of deductible. The city may require Licensee from time to time to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

4.3. Insurance Certificates. Licensee shall evidence all insurance by furnishing to City certificates of insurance. Certificates must evidence that the policy referenced by the certificate is in full force and effect and that the policy satisfies each requirement of this License applicable to the policy. For example, certificates must indicate that City and the other Additional Insureds are additional insureds. Certificates must be in a form acceptable to the city. All certificates are in addition to the actual policies and endorsements required. The licensee shall provide City with a renewal certificate of the required insurance coverage at least ten (10) days prior to any expiration date.

4.4. Acceptable Insurers. All insurance policies shall be issued by insurers acceptable to the City. At a minimum, all insurers shall be duly licensed (or qualified unlicensed non-admitted insurers) by the State of Arizona, Department of Insurance. At a minimum, all insurers shall have and maintain an A.M. Best, Inc. rating of A IX, and all insurance maintain a rating of A-.

4.5. Primary Insurance. Licensee's insurance shall be the primary insurance. Any insurance or self-insurance maintained by the City shall not contribute to Licensee's insurance.

4.6. Insurance to be provided by others. Any contractors or other persons occupying, working on or about, or using the License Area pursuant to this License must also provide for the protection of the City and all other Additional

Insureds and maintain in effect all of the insurance and indemnification required by this License.

5. INDEMNIFICATION.

5.1. Indemnity. In addition to all other obligations hereunder, to the full extent permitted by law, throughout the term of this License and until all obligations and performances under or related to this License are satisfied and all matters described in this paragraph are completely resolved, Licensee and all other persons using, acting, working or claiming through or for Licensee or this License shall jointly and severally pay, indemnify, defend and hold harmless City and all other Additional Insureds from and against any and all claims or harm resulting from Licensee's acts or omissions related to its use of the License Area and this License. Without limitation, such claims include any and all allegations, demands, proceedings, liabilities, obligations, suits, actions, claims (including without limitation, claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all reasonable attorney fees, court costs, and the cost of appellate proceedings) which may arise out of any use by Licensee of the License Area or City's property related to this License or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this License, including any injury or damages or cause claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents or other persons upon or using the License Area or surrounding areas related to this License except to the extent such claims, liability, harm or damages are caused by City or any other Additional Insured.

5.2 City expressly disclaims any representation that required insurance is adequate to protect any person or property against any risks related to the License Area. Licensee's obligations to indemnify do not diminish in any way Licensee's obligations to insure, and Licensee's obligations to insure do not diminish in any way Licensee's obligations to indemnify. Licensee's obligations to indemnify and provide insurance are in addition to and do not limit, any and all other liabilities or obligations of Licensee under or connected with this License.

5.3 The indemnity obligations of this License shall survive any termination or expiration of this License.

6. RISK OF LOSS.

The city is not required to carry any insurance covering or affecting the License Area or use of the City's property related to this License. Licensee assumes the risk of any and all loss, damage, or claims related to Licensee's use of the Licensed Area or City's or Licensee's property throughout the term hereof, except as set forth in Paragraph 5. Nothing herein shall be construed to waive any of the Licensee's rights to pursue claims against third parties.

7. INSPECTION OF RECORDS.

Licensee's books and records relevant to this License shall be subject to inspection by duly authorized officers or representatives of the City at reasonable times.

8. COMPENSATION.

8.1 Costs. Pursuant to §153.04 Fiber Optic Internet Franchise, of the Williams Municipal Code, Licensee shall pay an application fee of \$2500.00 payable in cash, certified or cashier's check, wire transfer, or any other method acceptable to the City Manager, in addition to all other fees and amounts the City is permitted by law to charge for or related to this License, including without limitation, lawful right of way permit fees, and reasonable costs associated with restoration of damage caused to public rights-of-ways and easements. The parties recognize that new services and technology are evolving rapidly. In the event that in the future Licensee desires to offer services over its Network not defined as "telecommunications" under A.R.S. § 9-581 *et. seq.*, Licensee agrees to pay for use of the public rights-of-way and easements owned by the City to the extent allowed by law and the parties agree to negotiate in good faith to amend this License accordingly. Notwithstanding the above, Licensee shall not be required to pay any fees or costs not assessed against other similar telecommunications companies in the City, consistent with the requirements of the 1996 Telecommunications Act.

8.2 Annual Fee (Intra-state Telecommunications). Licensee shall pay to the City an Annual Fee of \$\_\_\_\_\_ per linear foot of trench in the public rights-of-way and/or public utility easements owned by City, in which Licensee has placed facilities ("Lineal Feet") adjusted by the Consumer Price Index ("CPI") as set forth in Paragraph 8.2.3.

8.2.1 The first Annual Fee owed, if any, shall be calculated based on the number of Lineal Feet constructed as part of the Initial Service Routes identified in Exhibit A. Thereafter, the Annual Fee shall be calculated based on the number of Lineal Feet depicted in the As-Built Drawings, including any Expanded Routes, less any distance removed or abandoned during the prior year.

8.2.2 The Annual Fee shall be due and payable within thirty (30) days after the effective date of this License, and on the same date in every year thereafter. If the Annual Fee is not paid on or before the due date, the interest of one percent (1.0%) per month will accrue on the amount due and owing to City.

8.2.3 CPI Adjustment. The charge per Lineal Foot used in calculating the Annual Fee shall be adjusted on July 1<sup>st</sup> of each year by an amount equal to the percentage change in the U.S. Department of Labor, Bureau of Labor

Statistics (Western Region Consumer Price Index ("CPI") for all Urban Customers 1993-1995=100) from the previous year (date of July 1<sup>st</sup>). In the event that such publication is discontinued, the Parties will agree upon an inflation index that most closely resembles the Western Region CPI.

8.2.4 Auditing. The City shall have the right upon ten (10) days advance notice and during Licensee's normal business hours to inspect the Licensee's records related to this License and shall have the right to audit any amount determined to be payable under Paragraph 8.2, provided, however, that such audit shall take place within 36 months following the date the Annual Fee is due and payable. Any additional amount due to the City as a result of the audit shall be paid within thirty (30) days following written notice to the Licensee by City, said notice shall include a copy of the audit report; provided, however, that Licensee shall not be required to pay such deficiency until thirty (30) days after completion of an administrative review process agreed upon by the parties or non-binding outside arbitration procedure under Paragraph 19.2.

8.3 Transaction Privilege Taxes. Licensee shall pay all transaction privilege taxes owed to City.

9. TERM OF LICENSE.

The right, privilege, and License granted herein shall continue and exist for a period of \_\_\_\_ ( ) years from the effective date hereof and shall be renewed for an additional term of \_\_\_\_ ( ) years unless sooner terminated under Paragraph 13, below (Termination of License). Renewal shall not be unreasonably withheld or denied by the City.

10. NON-EXCLUSIVE LICENSE.

This License is not exclusive, and shall not be construed to prevent the City from granting other like or similar licenses, grants or privileges to any other person, firm, or corporation, or to deny or lessen the powers and privileges granted City under the Constitution and laws of the State of Arizona.

11. NON-ASSIGNMENT.

11.1. Licensee shall provide City with sixty (60) days prior written notice of any proposed assignment or transfer of this License. This License shall not be assigned or transferred, except upon written consent of the City Council, which consent shall not be unreasonably withheld or delayed; provided, however, that Licensee may assign or transfer the License without such notice or consent to a financially viable parent, subsidiary, successor or affiliate, or a commercial lending institution as security for financing purposes. For purposes of determining whether an assignment or transfer has occurred, a change in ownership of fifty-one percent (51%) of the stock or membership ownership of the Licensee shall constitute an



assignment, and a change in actual working control shall constitute a transfer. In the event of any proposed transfer for which consent of the City Council is required, Licensee agrees to reimburse the City for its reasonable expenses incurred in reviewing such proposed transfer or assignment, which shall not exceed the amount of Two Thousand Five Hundred Dollars (\$2,500).

11.2. The City Council may review the financial and technical abilities of the prospective assignee or transferee to carry out the remaining term of this License.

11.3. Licensee shall provide written notice of any assignment or transfer to the City, which shall include a written acceptance of Licensee's obligations hereunder by the assignee or transferee.

11.4 Licensee may sell, lease, grant an Indefeasible Right to Use ("IRU") or otherwise transfer all or any portion of its Network without consent from the City Council, provided that Licensee remains responsible for all of the terms and conditions of this License for the Network unless and until consent for assignment or transfer from the City Council is obtained.

## 12. LIQUIDATED DAMAGES.

The city reserves the right, as a condition of any future construction permit issued under the Williams Municipal Code, to require liquidated damages for any delay or non-performance in the construction of the Network where the City Engineer reasonably determines that such penalties are reasonably required to ensure timely performance of construction work. No liquidated damages shall apply in the event of delay or nonperformance caused by an emergency as defined in paragraph 2.8.2.

## 13. TERMINATION OF LICENSE.

13.1. Grounds for Termination. The License granted hereunder may be terminated prior to its expiration date by the City if the City Council finds that Licensee has failed to comply with the material terms and conditions of this License. Repeated failure and/or unreasonable delay in taking corrective action requested by the city is also grounds for termination of this License.

13.2. Opportunity for Cure. The City Manager or City Engineer will provide Licensee with written notice of any failure to comply with the material terms and conditions of this License, and demand cure of such default. The city may request a cure within a specified reasonable time. If Licensee fails to cure such default within the specified reasonable time or within sixty (60) days when no reasonable time has been specified, the City Manager may place a request for termination of this License upon the next regular City Council meeting agenda for a public hearing on the matter. Following a public hearing, the City Council may

declare the License is terminated for just cause, suspend the operation of the License pending cure, or may set a reasonable period of time for the cure of any default.

14. SERVICE OF NOTICE.

All notices required under this License shall be in writing and will be deemed served when delivered to the persons listed below during ordinary business hours or on the date of delivery when served by U.S. mail, registered or certified return receipt requested, or another person hereafter designated by notice to the other party:

To the Licensee:

With a Copy to:

General Counsel

Right of Way Manager

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To the City:

With a Copy to:

City Manager  
City of Williams  
113 South 1<sup>st</sup> Street  
Williams, AZ 86046

Mangum, Wall, Stoops & Warden  
Attn: City Attorney  
112 N. Elden Street  
Flagstaff, AZ 86001

15. CONDEMNATION BY CITY.

There is hereby reserved to the City the right to acquire the property of the Licensee utilized in the conduct of this License by the exercise of the right of eminent domain in accordance with the conditions set forth in the Arizona Revised Statutes. Nothing herein shall be construed to limit any rights of eminent domain of Licensee.

16. ACCEPTANCE OF LICENSE TERMS AND CONDITIONS.

This License shall become effective when written acceptance thereof has been filed by Licensee with the City Clerk of the City of Williams. By accepting this License, the Licensee covenants and agrees to perform and be bound by each and all of the terms and conditions imposed by Williams Municipal and this License.

17. REMOVAL AND RESTORATION OBLIGATIONS RELATING TO ABANDONMENT.

In the event abandonment of Licensee's Facilities or any portion thereof occurs, Licensee shall remove all of the Licensee's Facilities (which may include subgrade facilities and foundations) at the Licensee's sole cost and expense as determined by City. Licensee's removal and restoration obligations under this Section shall occur immediately but in no event later than seven (7) calendar days from the date of abandonment.

18. RECONNECTION.

In the event of an emergency, maintenance, accident, or condition that causes the City to replace or remove a Licensee's Facilities, the Licensee at its sole expense shall be responsible for the reconnection to a utility.

19. REMOVAL OR RELOCATION FOR CITY PROJECT.

Licensee understands and acknowledges that the City may require Licensee to remove or relocate Licensee's Facilities and any portion thereof from the ROW, and Permittee shall, at the City Engineer's direction, remove or relocate the same at Licensee's sole cost and expense, whenever the City Engineer reasonably determines that the relocation or removal is needed for the construction, completion, repair, widening, relocation, or maintenance of, or use in connection with, any City construction or maintenance project. In such a case, the City shall use reasonable efforts to afford Licensee a reasonably equivalent and available alternate location as determined by City. If Licensee fails to remove or relocate the Licensee's Facilities or any portion thereof as requested by the City Engineer within ninety (90) calendar days of Licensee receipt of the request, the City shall be entitled to remove the Licensee's Facilities and any portion thereof at Licensee's sole cost and expense without further notice to Licensee. Licensee shall, within thirty (30) calendar days following issuance of invoice for the same, reimburse the City for the City's actual expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Licensee's Facilities and any portion thereof. In the event the City requires relocation under this Section, the Licensee shall obtain any necessary third-party approvals at its sole cost and expense.

20. REMOVAL OR RELOCATION REQUIRED BY CITY ENGINEER.

At Licensee's sole cost and expense, Licensee shall promptly disconnect, remove, or relocate the applicable Licensee's Facilities and any portion thereof within the time frame and in the manner required by the City Engineer if the City Engineer reasonably determines that the disconnection, removal, or relocation of any part of Licensee's Facilities (a) is necessary to protect the public health, safety, welfare, or City property, (b) Licensee's Facilities or any portion thereof is adversely affecting the proper operation of streetlights or City property, or (c) Licensee fails to obtain all applicable permits, permits, and certifications required

by law relating to its Licensee's Facilities or for any unauthorized facilities or attachments. The failure of the City to act to remove any unauthorized facilities shall not constitute permission or a de facto license in any manner, nor shall subsequent issuance of a license operate retroactively. If the City Engineer reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Licensee's Facilities at the Licensee's sole cost and expense. The City Engineer shall provide to Licensee thirty (30) calendar days written notice prior to the removal unless there is imminent danger to the public health, safety, or welfare. Licensee shall reimburse City for the City's actual costs of removal under this Section within sixty (60) calendar days of receiving the City's invoice. In the event the City requires relocation under this Section, the Licensee shall obtain any necessary third-party approvals at its sole cost and expense. The obligations herein shall survive the termination, expiration, or revocation of the License.

21. REMOVAL OR ABANDONMENT AT EXPIRATION.

Upon the expiration, cancellation, or termination of this License, Licensee at its own expense shall remove its Network facilities, cables, and appurtenances located in the public rights-of-way and easements within the City to City's satisfaction, except nothing herein, shall require Licensee to remove any facilities, cables or appurtenances that are a part of another person's system and otherwise lawfully permitted to remain in place under any current license to use the public rights-of-way. In lieu of removal which the city is entitled to require hereunder, City at its option may permit the improvements to be abandoned in place pursuant to the directions and specifications of the City Engineer. Unless rejected by City, any such facilities which the City is entitled to require to be removed hereunder and which are not removed within one hundred twenty (120) days, automatically shall become the property of the City.

22. WAIVER.

Neither party shall be excused from complying with any of the terms and conditions of this License by any failure of the other party upon any one or more occasions to insist or to seek compliance with any such terms or conditions.

23. LEGAL ACTION; ARBITRATION.

19.1 This agreement is governed by Arizona law. In the event any legal proceeding is brought to construe any term or provision of this License, to enforce the terms of this License, to collect any money due, or to obtain any money damages or equitable relief for breach, the venue shall be Coconino County Superior Court or the District Court for the District of Arizona, and the prevailing party shall be entitled to recover, in addition to any other available remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation, and other related expenses.

19.2 If any dispute arises between the parties regarding the amount of construction permit fees and/or the Annual Fee owed to the City by the Licensee for its use of the public rights-of-ways within the License Area, the City shall establish a non-binding outside arbitration procedure to attempt to resolve disputes over the amount of such fees due before the dispute is submitted to a court for resolution. The arbitrator selected will be mutually agreeable to both parties, and each party will bear its own expenses.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WILLIAMS, ARIZONA, this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
John Moore

MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Mangum, Wall, Stoops & Warden, PLLC  
City Attorneys

ACCEPTANCE:

LICENSEE

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_ day of \_\_\_\_\_,  
2022, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

TELECOMMUNICATIONS SYSTEM  
LICENSE AGREEMENT  
(City of Williams and Telcom West LLC.)

This License is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **City of Williams**, a political subdivision of the State of Arizona ("City" or "Licensor"), and **Telcom West LLC**, ("Licensee").

WHEREAS, the City of Williams has authority pursuant to A.R.S. § 9-501 and A.R.S. § 9-581 *et. seq.*, to issue licenses to use the public rights-of-way and easements within the City for a telecommunications system; and

WHEREAS, Licensee has applied to the City of Williams for a license for the use, installation, placement, operation and maintenance of wireless communications facilities in, on, under, upon, along and across certain public rights-of-way and easements within the City of Williams; and

WHEREAS, the issuance of such a Telecommunications System License to Licensee will benefit residents of the City of Williams;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILLIAMS, ARIZONA, ISSUES A TELECOMMUNICATIONS SYSTEM LICENSE TO LICENSEE, A TELECOMMUNICATIONS COMPANY, UNDER THE TERMS AND CONDITIONS SET FORTH HEREIN.

1. LICENSE GRANTED.

1.1 License Area. There is hereby granted by the City to Licensee a revocable, non-exclusive License to use, construct, install, operate and maintain a telecommunication system network, including all necessary cables, conduit, appurtenances and related facilities (collectively referred to herein as "Network") in, under, along, over and across the public rights-of-way and easements of the City of Williams as depicted in the attached **Exhibit A**, which is attached hereto and incorporated herein by this reference, subject to the terms and conditions of this License, the Williams Municipal Code and any amendments thereto, the City's police powers and taxing authority, together with all applicable federal and state laws and regulations. For the purpose of this License, the Network does not include a cable system, open video system, or any other system providing multichannel video service, all as defined in Title VI of the Federal Communications Act of 1934. This is not a business license, zoning approval, nor is it a permit to engage in construction activities in the right-of-way of City. Any such business license, zoning approval and construction permit must be obtained separately from the City. Licensee must obtain zoning approval under the Williams Municipal Code and any work in the public right-of-way must be

permitted under the Williams Municipal Code, as may be amended from time to time. This License does not authorize the construction or placement of any poles in the public rights-of-way.

1.2 Others' Facilities. Licensee may use or lease facilities of other persons as part of its Network, provided however, that such facilities are lawfully constructed, installed, operated and maintained in the public rights-of-way in compliance with the Williams Municipal Code, state law, and any other applicable laws. Licensee shall provide the City with the current name of the person and responsible officer thereof, local business address, and telephone number, and a general description and location of the other persons' facilities that will be used as part of Licensee's Network. Nothing herein shall be construed to grant any person other than Licensee a telecommunications or fiber optics communications system license.

1.3. Service Routes. Licensee's Service Routes shall consist of those routes identified in **Exhibit A**. Licensee may construct a Network including facilities, cables, and appurtenances along the Routes generally depicted in **Exhibit A**, and as will be more specifically depicted on Construction and As-Built Drawings provided to the City by Licensee.

1.4. Expanded Service Routes. At any time during the term of this License, Licensee may apply to the City Engineer and having complied with the terms and conditions of this License and having received City Engineer's or City Managers approval, which shall not be unreasonably withheld or delayed, Licensee may expand or extend (construct, install, upgrade and operate) its Network within the City of Williams. Any expansions or extensions shall be at all times governed by the terms and conditions of this License. Licensee shall immediately prepare a new Exhibit A to this License showing all service routes, including the expansions, which shall be attached to this License and replace the existing Exhibit A, upon receiving the City Engineer's approval of the new routes.

1.5 Inter-State Services. If in the future, Licensee offers inter-state services in the City of Williams, this License will automatically be converted to a dual license for an inter-state and intra-state telecommunications network. In that event, the parties agree that the City may amend the License as may be permitted by and consistent with state laws and City ordinances, following good faith negotiations with Licensee, within a reasonable time. Licensee shall notify the City at least one hundred twenty (120) days before commencement of offering inter-state telecommunications services in the City of Williams.

2. CONDITIONS RELATED TO MANAGEMENT OF PUBLIC RIGHTS-OF-WAY AND EASEMENTS.

2.1 Williams Rights-of-Way Regulations. Licensee shall comply with all requirements of the Williams Municipal Code, as may be amended from time to time, and any other ordinances related to work in the public rights-of-way and easements, in addition to all terms and conditions of this License.

2.2 Plans; Construction Schedule. Construction of the Initial Service Routes shall commence within twelve (12) months from the effective date of this License. Plans and Construction Schedule shall be addressed as required under the Williams Municipal Code.

2.3 Underground Installation. Except as otherwise provided herein or permitted by the City, all of Licensee's Network within the City shall be underground and shall meet the standard specifications and reasonable requirements of the City.

2.4. Coordination of Underground Installation. Licensee shall coordinate its installations with developers and other utilities to install facilities underground in a common trench and at the same time, per Williams Municipal Code. All installations shall be in conduit approved by the City Engineer. Any expenses for trenching or conduit other than that required for Licensee's use will be shared pro-rata among all parties located in the trench or conduit, with payment and other terms and conditions of said joint occupancy to be agreed upon by the parties.

2.5. Reimbursement for Reduction in Service Life. Upon completion of construction and prior to the release of any performance bond posted for construction purposes, Licensee agrees to reimburse City for all reasonable costs arising from reduction in service life of any public road, resulting from pavement cuts of the Licensee considering the criteria set forth in the Williams Municipal Code if amended to require such reimbursement.

2.6. Arizona 811 (Blue Stake); As-Built Drawings; Local Agent. Licensee shall participate as a member of Arizona Blue Stake Center and other organizations to assist with the proper location and identification of its underground facilities, and shall comply with Arizona Revised Statutes Section 40-360.21 et. seq. Licensee shall maintain As-Built Drawings of its facilities located within the public rights-of-way and easements of the City, and furnish a copy of the same to the City upon request. Licensee shall maintain a local agent within Coconino County, who is familiar with Licensee's facilities and is able to assist the City and others using the public rights-of-way and easements in obtaining accurate information regarding Licensee's facilities.

2.7. Electronic Mapping. (Reserved)



## 2.8. Emergencies.

2.8.1 In case of a public emergency posing an immediate threat to the lives or property of City residents, City reserves the right to perform work in the public rights-of-way and easements, which work may damage or destroy Licensee's facilities, without any prior notice to Licensee, if such action is deemed reasonably necessary by the City Manager, Fire Chief, Police Chief, City Engineer, Public Works Director, and/or any of their designees. Licensee shall be responsible for costs of repair of any of its facilities damaged in such an emergency event. If Licensee is required to make repairs of an emergency nature, Licensee will notify the City prior to such repairs, if practicable, and will obtain necessary permits in a reasonable time after notification.

2.8.2 A public emergency shall be any condition which, in the opinion of any of the officials named in Paragraph 2.8.1, poses an immediate threat to the lives or property of any person in the City, caused by any natural or man-made disaster, including, but not limited to storms, floods, fire, accidents, explosions, major water main breaks, hazardous material spills.

## 3. PERFORMANCE BOND.

3.1 At least thirty (30) days before commencing any construction work under this License, Licensee shall post a performance bond in the amount of \$50,000.00 in favor of the City as security for the Licensee's faithful performance of all provisions of this License, including but not limited to the payment of any claims, liens, taxes due, penalties, cost of removal or abandonment of any property by Licensee. This bond shall remain in effect during construction of Licensee's Initial Service Routes. After completion of the Initial Service Routes, upon written approval of the City, provided there are no outstanding claims against Licensee resulting from said construction, Licensee may replace the bond in the amount of \$50,000.00 with a bond in the amount of \$25,000.00 as security for the Licensee's faithful performance of all provisions of this License, including but not limited to the payment of any claims, liens, taxes due, penalties, cost of removal or abandonment of any property by Licensee. City may request an additional bond in the same or greater amount during construction by Licensee in the Expanded Service Routes. Upon written approval of the City, the performance bond may be canceled no later than ninety (90) days after expiration of the term of this License, provided there is no outstanding default on the part of Licensee.

3.2 City may draw upon the performance bond if, after giving Licensee thirty (30) days notice and an opportunity to cure any default under this License, Licensee fails to cure any default. Within thirty (30) days after notice to

Licensee that any amount has been withdrawn from the bond, Licensee shall restore the bond to its initial amount. A performance bond shall not be construed to limit the liability of Licensee.

4. INSURANCE.

4.1 Minimum Insurance. Licensee shall at all times during the term hereof, at its own cost and expense, carry and maintain, for the mutual benefit of the City and Licensee, the following minimum insurance:

4.1.1. Commercial General Liability. Commercial general liability insurance with an unimpaired limit of One Million Dollars (\$1,000,000) for each occurrence and a One Million Dollars (\$1,000,000) general aggregate limit per policy year. The policy shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, bodily injury, advertising injury and liability assumed under an "insured contract" including this License. The policy will cover Licensee's liability under the indemnity provisions of this License. The protection under the policy shall at a minimum meet or exceed Insurance Service Office, Inc. Form CG 00 01 10 93. (The policy does contain a "separation of insureds" clause.)

4.1.2. Automobile Liability. Commercial business automobile liability insurance with a limit of One Million Dollars (\$1,000,000) for each occurrence covering any and all owned, hired, and non-owned vehicles assigned to or used in any way in connection with Licensee's use of the License Area. Coverage must be at least as broad as Insurance Service Office, Inc. Policy Form CA00 01 12 93. (Such insurance does cover hazards of motor vehicle use for loading and off-loading.)

4.1.3. Workers' Compensation. Such workers' compensation and similar insurance as is required by law and employer's liability insurance with a minimum limit of Five Hundred Thousand Dollars (\$500,000) for each employee, One Million Dollars (\$1,000,000) policy limit.

4.1.4. Other Insurance. Any other insurance City may reasonably require before approval and related to construction of any Expanded Service Routes for the protection of City and City's agents, officials, representatives, officers, directors, and employees (collectively "Additional Insureds"), the License Area, surrounding property, Licensee, or the activities carried on or about the License Area. Such insurance shall be limited to insurance a reasonable person owning, leasing, designing, constructing, occupying, or operating similar facilities could reasonably purchase.

4.2 Form of Insurance. All insurance policies shall meet the following requirements:

4.2.1. All policies except workers' compensation must name the City, its agents, officials, representatives, officers, and employees as Additional Insureds. Licensee shall cause coverage for Additional Insureds to be incorporated into each insurance policy via endorsement equivalent to Insurance Services Office, Inc. Commercial General Liability Additional Insured, Form B. City may give Licensee notice of City's election from time to time that any or all the Additional Insureds not be named as Additional Insureds with respect to specific insurance coverages.

4.2.2. All policies must provide City with thirty (30) days prior notice of any cancellation, reduction or other change in coverage.

4.2.3. All policies shall require that notices be given to City as provided for notices to City under this License.

4.2.4. The insurer's duty to notify City of changes in coverage shall not include phrases such as "endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."

4.2.5. All policies must clearly show, by formal endorsement or otherwise, that all coverage required by this License is provided.

4.2.6. All insurance policies shall contain a waiver of any transfer rights of recovery (subrogation) against City and all other Additional Insureds. No deductible or "self-insured" amount shall exceed Two Hundred Fifty Thousand Dollars (\$250,000). Licensee shall be solely responsible for any self-insurance amount of deductible. City may require Licensee from time to time to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

4.3. Insurance Certificates. Licensee shall evidence all insurance by furnishing to City certificates of insurance. Certificates must evidence that the policy referenced by the certificate is in full force and effect and that the policy satisfies each requirement of this License applicable to the policy. For example, certificates must indicate that City and the other Additional Insureds are additional insureds. Certificates must be in a form acceptable to the City. All certificates are in addition to the actual policies and endorsements required. Licensee shall provide City with a renewal certificate of the required insurance coverage at least ten (10) days prior to any expiration date.

4.4. Acceptable Insurers. All insurance policies shall be issued by insurers acceptable to the City. At a minimum, all insurers shall be duly licensed (or qualified unlicensed non-admitted insurer) by the State of Arizona, Department of Insurance. At a minimum, all insurers shall have and maintain an A.M. Best, Inc. rating of A IX, and all insurance maintain a rating of A-.

4.5. Primary Insurance. Licensee's insurance shall be the primary insurance. Any insurance or self-insurance maintained by the City shall not contribute to Licensee's insurance.

4.6. Insurance to be provided by others. Any contractors or other persons occupying, working on or about, or using the License Area pursuant to this License must also provide for the protection of City and all other Additional Insureds and maintain in effect all of the insurance and indemnification required by this License.

## 5. INDEMNIFICATION.

5.1. Indemnity. In addition to all other obligations hereunder, to the full extent permitted by law, throughout the term of this License and until all obligations and performances under or related to this License are satisfied and all matters described in this paragraph are completely resolved, Licensee and all other persons using, acting, working or claiming through or for Licensee or this License shall jointly and severally pay, indemnify, defend and hold harmless City and all other Additional Insureds from and against any and all claims or harm resulting from Licensee's acts or omissions related to its use of the License Area and this License. Without limitation, such claims include any and all allegations, demands, proceedings, liabilities, obligations, suits, actions, claims (including without limitation, claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all reasonable attorney fees, court costs, and the cost of appellate proceedings) which may arise out of any use by Licensee of the License Area or City's property related to this License or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this License, including any injury or damages or cause claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents or other persons upon or using the License Area or surrounding areas related to this License except to the extent such claims, liability, harm or damages are caused by City or any other Additional Insured.

5.2 City expressly disclaims any representation that required insurance is adequate to protect any person or property against any risks related to the License Area. Licensee's obligations to indemnify do not diminish in any way

Licensee's obligations to insure; and Licensee's obligations to insure do not diminish in any way Licensee's obligations to indemnify. Licensee's obligations to indemnify and provide insurance are in addition to, and do not limit, any and all other liabilities or obligations of Licensee under or connected with this License.

5.3 The indemnity obligations of this License shall survive any termination or expiration of this License.

6. RISK OF LOSS.

City is not required to carry any insurance covering or affecting the License Area or use of City's property related to this License. Licensee assumes the risk of any and all loss, damage or claims related to Licensee's use of the License Area or City's or Licensee's property throughout the term hereof, except as set forth in Paragraph 5. Nothing herein shall be construed to waive any of Licensee's rights to pursue claims against third parties.

7. INSPECTION OF RECORDS.

Licensee's books and records relevant to this License shall be subject to inspection by duly authorized officers or representatives of the City at reasonable times.

8. COMPENSATION.

8.1 Costs. Pursuant to §153.04 Fiber Optic Internet Franchise, of the Williams Municipal Code, Licensee shall pay an application fee of \$2500.00 payable in cash, certified or cashier's check, wire transfer or any other method acceptable to the City Manager, in addition all other fees and amounts the City is permitted by law to charge for or related to this License, including without limitation, lawful right of way permit fees, and reasonable costs associated with restoration of damage caused to public rights-of-ways and easements. The parties recognize that new services and technology are evolving rapidly. In the event that in the future Licensee desires to offer services over its Network not defined as "telecommunications" under A.R.S. § 9-581 *et. seq.*, Licensee agrees to pay for use of the public rights-of-way and easements owned by the City to the extent allowed by law and the parties agree to negotiate in good faith to amend this License accordingly. Notwithstanding the above, Licensee shall not be required to pay any fees or costs not assessed against other similar telecommunications companies in the City, consistent with the requirements of the 1996 Telecommunications Act.

8.2 Annual Fee (Intra-state Telecommunications). Licensee shall pay to the City an Annual Fee of \$0.05 per linear foot of trench in the public rights of-way and/or public utility easements owned by City, in which Licensee has placed facilities ("Lineal Feet") adjusted by the Consumer Price Index ("CPI") as set forth in Paragraph 8.2.3.

8.2.1 The first Annual Fee owed, if any, shall be calculated based on the number of Lineal Feet constructed as part of the Initial Service Routes identified in Exhibit A. Thereafter, the Annual Fee shall be calculated based on the number of Lineal Feet depicted in the As Built Drawings, including any Expanded Routes, less any distance removed or abandoned during the prior year.

8.2.2 The Annual Fee shall be due and payable within thirty (30) days after the effective date of this License, and on the same date in every year thereafter. If the Annual Fee is not paid on or before the due date, interest of one percent (1.0%) per month will accrue on the amount due and owed to City.

8.2.3 CPI Adjustment. The charge per Lineal Foot used in calculating the Annual Fee shall be adjusted on July 1<sup>st</sup> of each year by an amount equal to the percentage change in the U.S. Department of Labor, Bureau of Labor Statistics (Western Region Consumer Price Index ("CPI") for all Urban Customers 1993-1995=100) from the previous year (date of July 1<sup>st</sup>). In the event that such publication is discontinued, the Parties will agree upon an inflation index that most closely resembles the Western Region CPI.

8.2.4 Auditing. The City shall have the right upon ten (10) days advance notice and during Licensee's normal business hours to inspect the Licensee's records related to this License and shall have the right to audit any amount determined to be payable under Paragraph 8.2, provided, however, that such audit shall take place within 36 months following the date the Annual Fee is due and payable. Any additional amount due to the City as a result of the audit shall be paid within thirty (30) days following written notice to the Licensee by City, said notice shall include a copy of the audit report; provided, however, that Licensee shall not be required to pay such deficiency until thirty (30) days after completion of an administrative review process agreed upon by the parties or non-binding outside arbitration procedure under Paragraph 19.2.

8.3 Transaction Privilege Taxes. Licensee shall pay all transaction privilege taxes owed to City.

9. TERM OF LICENSE.

The right, privilege and License granted herein shall continue and exist for a period of Ten (10) years from the effective date hereof and shall be renewed for an additional term of five (5) years, unless sooner terminated under Paragraph 13, below (Termination of License). Renewal shall not be unreasonably withheld or denied by the City.

10. NON-EXCLUSIVE LICENSE.

This License is not exclusive, and shall not be construed to prevent the City from granting other like or similar licenses, grants or privilege to any other person, firm or corporation, or to deny or lessen the powers and privileges granted City under the Constitution and laws of the State of Arizona.

11. NON-ASSIGNMENT.

11.1. Licensee shall provide City with sixty (60) days prior written notice of any proposed assignment or transfer of this License. This License shall not be assigned or transferred, except upon written consent of the City Council, which consent shall not be unreasonably withheld or delayed; provided, however, that Licensee may assign or transfer the License without such notice or consent to a financially viable parent, subsidiary, successor or affiliate, or a commercial lending institution as security for financing purposes. For purposes of determining whether an assignment or transfer has occurred, a change in ownership of fifty-one percent (51%) of the stock or membership ownership of Licensee shall constitute an assignment, and a change in actual working control shall constitute a transfer. In the event of any proposed transfer for which consent of the City Council is required, Licensee agrees to reimburse the City for its reasonable expenses incurred in reviewing such proposed transfer or assignment, which shall not exceed the amount of Two Thousand Five Hundred Dollars (\$2,500).

11.2. The City Council may review the financial and technical abilities of the prospective assignee or transferee to carry out the remaining term of this License.

11.3. Licensee shall provide a written notice of any assignment or transfer to the City, which shall include a written acceptance of Licensee's obligations hereunder by the assignee or transferee.

11.4 Licensee may sell, lease, grant an Indefeasible Right to Use ("IRU") or otherwise transfer all or any portion of its Network without consent from the City Council, provided that Licensee remains responsible for all of the terms and conditions of this License for the Network unless and until consent for assignment or transfer from the City Council is obtained.

12. LIQUIDATED DAMAGES.

City reserves the right, as a condition of any future construction permit issued under the Williams Municipal Code, to require liquidated damages for any delay or non performance in construction of the Network where the City Engineer reasonably determines that such penalties are reasonably required to ensure timely performance of construction work. No liquidated damages shall apply in the event of delay or nonperformance caused by an emergency as defined in paragraph 2.8.2.

13. TERMINATION OF LICENSE.

13.1. Grounds for Termination. The License granted hereunder may be terminated prior to its expiration date by the City if the City Council finds that Licensee has failed to comply with the material terms and conditions of this License. Repeated failure and/or unreasonable delay in taking corrective action requested by the City is also grounds for termination of this License.

13.2. Opportunity for Cure. The City Manager or City Engineer will provide Licensee with written notice of any failure to comply with the material terms and conditions of this License, and demanding cure of such default. The City may request cure within a specified reasonable time. If Licensee fails to cure such default within the specified reasonable time or within sixty (60) days when no reasonable time has been specified, the City Manager may place a request for termination of this License upon the next regular City Council meeting agenda for a public hearing on the matter. Following a public hearing, the City Council may declare the License is terminated for just cause, suspend operation of the License pending cure, or may set a reasonable period of time for cure of any default.

14. SERVICE OF NOTICE.

All notices required under this License shall be in writing and will be deemed served when delivered to the persons listed below during ordinary business hours or on the date of delivery when served by U.S. mail, registered or certified return receipt requested, or other person hereafter designated by notice to the other party:



To the Licensee:

General Counsel

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

With a Copy to:

Right of Way Manager

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To the City:

City Manager  
City of Williams  
113 South 1<sup>st</sup> Street  
Williams, AZ 86046

With a Copy to:

Mangum, Wall, Stoops & Warden  
Attn: City Attorney  
112 N. Elden Street  
Flagstaff, AZ 86001

15. CONDEMNATION BY CITY.

There is hereby reserved to the City the right to acquire the property of Licensee utilized in the conduct of this License by the exercise of the right of eminent domain in accordance with the conditions set forth in the Arizona Revised Statutes. Nothing herein shall be construed to limit any rights of eminent domain of Licensee.

16. ACCEPTANCE OF LICENSE TERMS AND CONDITIONS.

This License shall become effective when written acceptance thereof has been filed by Licensee with the City Clerk of the City of Williams. By accepting this License, Licensee covenants and agrees to perform and be bound by each and all of the terms and conditions imposed by the Williams Municipal and this License.

17. REMOVAL AND RESTORATION OBLIGATIONS RELATING TO ABANDONMENT.

In the event abandonment of Licensee's Facilities or any portion thereof occurs, Licensee shall remove all of the Licensee's Facilities (which may include subgrade facilities and foundations) at the Licensee's sole cost and expense as determined by City. Licensee's removal and restoration obligations under this

Section shall occur immediately, but in no event later than seven (7) calendar days from the date of abandonment.

18. RECONNECTION.

In the event of an emergency, maintenance, accident or condition that causes the City to replace or remove a Licensee's Facilities, the Licensee at its sole expense shall be responsible for the reconnection to a utility.

19. REMOVAL OR RELOCATION FOR CITY PROJECT.

Licensee understands and acknowledges that the City may require Licensee to remove or relocate Licensee's Facilities and any portion thereof from the ROW, and Permittee shall, at the City Engineer's direction, remove or relocate the same at Licensee's sole cost and expense, whenever the City Engineer reasonably determines that the relocation or removal is needed for the construction, completion, repair, widening, relocation, or maintenance of, or use in connection with, any City construction or maintenance project. In such a case, the City shall use reasonable efforts to afford Licensee a reasonably equivalent and available alternate location as determined by City. If Licensee fails to remove or relocate the Licensee's Facilities or any portion thereof as requested by the City Engineer within ninety (90) calendar days of Licensee receipt of the request, the City shall be entitled to remove the Licensee's Facilities and any portion thereof at Licensee's sole cost and expense without further notice to Licensee. Licensee shall, within thirty (30) calendar days following issuance of invoice for the same, reimburse the City for the City's actual expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Licensee's Facilities and any portion thereof. In the event the City requires relocation under this Section, Licensee shall obtain any necessary third party approvals at its sole cost and expense.

20. REMOVAL OR RELOCATION REQUIRED BY CITY ENGINEER.

At Licensee's sole cost and expense, Licensee shall promptly disconnect, remove, or relocate the applicable Licensee's Facilities and any portion thereof within the time frame and in the manner required by the City Engineer if the City Engineer reasonably determines that the disconnection, removal, or relocation of any part of Licensee's Facilities (a) is necessary to protect the public health, safety, welfare, or City property, (b) Licensee's Facilities or any portion thereof is adversely affecting proper operation of streetlights or City property, or (c) Licensee fails to obtain all applicable permits, permits, and certifications required by law relating to its Licensee's Facilities or for any unauthorized facilities or attachments. The failure of the City to act to remove any unauthorized facilities shall not constitute permission or a de facto license in any manner, nor shall

subsequent issuance of a license operate retroactively. If the City Engineer reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Licensee's Facilities at the Licensee's sole cost and expense. The City Engineer shall provide to Licensee thirty (30) calendar days written notice prior to the removal, unless there is imminent danger to the public health, safety, or welfare. Licensee shall reimburse City for the City's actual costs of removal under this Section within sixty (60) calendar days of receiving the City's invoice. In the event the City requires relocation under this Section, Licensee shall obtain any necessary third party approvals at its sole cost and expense. The obligations herein shall survive the termination, expiration or revocation of the License.

21. REMOVAL OR ABANDONMENT AT EXPIRATION.

Upon the expiration, cancellation or termination of this License, Licensee at its own expense shall remove its Network facilities, cables, and appurtenances located in the public rights-of-way and easements within the City to City's satisfaction, except nothing herein shall require Licensee to remove any facilities, cables or appurtenances that are a part of another person's system and otherwise lawfully permitted to remain in place under any current license to use the public rights-of-way. In lieu of removal which the City is entitled to require hereunder, City at its option may permit the improvements to be abandoned in place pursuant to the directions and specifications of the City Engineer. Unless rejected by City, any such facilities which the City is entitled to require to be removed hereunder and which are not removed within one hundred twenty (120) days, automatically shall become the property of City.

22. WAIVER.

Neither party shall be excused from complying with any of the terms and conditions of this License by any failure of the other party upon any one or more occasions to insist or to seek compliance with any such terms or conditions.

23. LEGAL ACTION; ARBITRATION.

19.1 This agreement is governed by Arizona law. In the event any legal proceeding is brought to construe any term or provision of this License, to enforce the terms of this License, to collect any money due, or to obtain any money damages or equitable relief for breach, the venue shall be Coconino County Superior Court or the District Court for the District of Arizona, and the prevailing party shall be entitled to recover, in addition to any other available remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation, and other related expenses.

19.2 If any dispute arises between the parties regarding the amount of construction permit fees and/or the Annual Fee owed to City by Licensee for its use of the public rights-of-ways within the License Area, the City shall establishing a non-binding outside arbitration procedure to attempt to resolve disputes over the amount of such fees due before the dispute is submitted to a court for resolution. The arbitrator selected will be mutually agreeable to both parties, and each party will bear its own expenses.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WILLIAMS, ARIZONA, this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
John Moore  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Mangum, Wall, Stoops & Warden, PLLC  
City Attorneys

ACCEPTANCE:

LICENSEE

By: \_\_\_\_\_

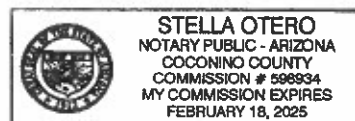
Its: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME this 4<sup>th</sup> day of may,  
2022, by Russell Sutton JR.

\_\_\_\_\_  
Stella Otero  
Notary Public

My Commission Expires:

2/18/2025





## **ORDINANCE NO. 991**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLIAMS, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF WILLIAMS, ARIZONA, SUBJECT TO TAXATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING SUMS FOR VARIOUS FUND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTERESTS UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING THE 30<sup>TH</sup> DAY OF JUNE, 2023.**

**WHEREAS**, by the provision of State Law, the Ordinance levying taxes for the fiscal year 2022-2023 is required to be finally adopted not later than the third Monday in August; and

**WHEREAS**, the County of Coconino is the assessing and collecting authority for the City of Williams, the Clerk is hereby directed to transmit a certified copy of this ordinance to the County Assessor and the Board of Supervisors of the County of Coconino, Arizona.

**NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLIAMS, AS FOLLOWS:**

**Section 1.** There is hereby levied upon each One Hundred (\$100.00) Dollars of the assessed value of all properties, both real and personal, within the corporate limits of the City of Williams, except such property as may be made by law exempt from taxation, a primary property tax rate of **1.0751** for the fiscal year ending on the 30<sup>th</sup> day of June, 2023. If such sums exceed the maximum levy allowed by law, the Board of Supervisors of the County of Coconino is hereby authorized to reduce the levy to the maximum allowable by law after providing notice to the City.

**Section 2.** Failure by the county officials of Coconino County, Arizona, to properly return the delinquent list, any irregularity in assessment or omissions in the same, or any irregularity in any proceeding shall not invalidate such failure or neglect of any officer of officers to timely perform any of the duties assigned to him, or to them, shall not affect the lien of the City of Williams upon such property for the delinquent taxes unpaid thereon; overcharges as to part of the collection of taxes or of cost shall not invalidate any proceedings for the collection of taxes or the foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

**Section 3.** All ordinances and parts of ordinances in conflict herewith are hereby repealed.

**Section 4.** That the immediate operations of the provisions of this ordinance are necessary for the public peace, health and safety of the residents of the City of Williams, that an

Emergency is, therefore, declared to exist; and that this ORDINANCE SHALL BE IN FULL FORCE AND EFFECT IMMEDIATELY UPON ITS PASSAGE AND ADOPTION BY THE COUNCIL OF THE CITY OF WILLIAMS.

**PASSED, APPROVED AND ADOPTED** by the Mayor and Council of the City of Williams, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2022, by a vote of \_\_\_\_ in favor, and \_\_\_\_ opposed.

CITY OF WILLIAMS  
AN ARIZONA CORPORATION

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John W. Moore, Mayor

ATTEST:

---

Pam Galvan, City Clerk

APPROVED AS TO FORM:

---

Mangum, Wall, Stoops and Warden, P.L.L.C  
City Attorney

## **ORDINANCE NO. 992**

**AN ORDINANCE LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE WILLIAMS COMMUNITY FACILITIES DISTRICT, WILLIAMS, ARIZONA, SUBJECT TO TAXATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2023.**

**WHEREAS**, by the provision of State Law, the Ordinance levying taxes for fiscal year 2022-2023 is required to be finally adopted not later than the third Monday in August; and

**WHEREAS**, the County of Coconino is the assessing and collecting authority for the Williams Community Facilities District, the Clerk is hereby directed to transmit a certified copy of this ordinance to the County Assessor and the Board of Supervisors of the County of Coconino, Arizona.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF WILLIAMS, AS FOLLOWS:**

**Section 1.** There is hereby levied upon each One Hundred (\$100.00) Dollars of the assessed value of all properties, both real and personal, within the limits of the Williams Community Facilities District, except such property as may be made by law exempt from taxation, a primary property tax rate sufficient to raise the sum of Seven Thousand five hundred and 00/100 (\$7,500.00) Dollars for the fiscal year ending on the 30th day of June, 2023. If such sums exceed the maximum levy allowed by law, the Board of Supervisors of the County of Coconino is hereby authorized to reduce the levy to the maximum allowable by law after providing notice to the City.

**Section 2.** Failure by the county officials of Coconino County, Arizona, to properly return the delinquent list, any irregularity in assessment or omissions in the same, or any irregularity in any proceeding, shall not invalidate such failure or neglect of any officer or officers to timely perform any of the duties assigned to him, or to them, shall not affect the lien of the City of Williams upon such property for the delinquent taxes unpaid thereon; overcharges as to part of the collection of taxes or of cost shall not invalidate any proceedings for the collection of taxes or the foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

**Section 3.** All ordinances and parts of ordinances in conflict herewith are hereby repealed.

**Section 4.** That the immediate operations of the provisions of this ordinance is necessary for the public peace, health and safety of the residents of the Williams Community Facilities District, that an Emergency is, therefore, declared to exist; and that this ORDINANCE SHALL BE IN FULL FORCE AND EFFECT IMMEDIATELY UPON ITS PASSAGE AND ADOPTION BY THE COUNCIL OF THE CITY OF WILLIAMS.



**PASSED APPROVED AND ADOPTED**, by the Mayor and Council of the City of Williams, Arizona this \_\_\_\_ day of \_\_\_\_\_, 2022, by a vote of \_\_\_\_ in favor and \_\_\_\_ opposed.

\_\_\_\_\_  
John W. Moore, Mayor

ATTEST:

\_\_\_\_\_  
Pam Galvan, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Mangum, Wall, Stoops and Warden, P.L.L.C  
City Attorney

## **AMENDED & RESTATED RESOLUTION No. 1416**

**A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF WILLIAMS, COUNTY OF COCONINO, ARIZONA, DESIGNATING THE ELECTION DATE FOR THE 2022 ELECTION(S), PURPOSE OF ELECTION(S), THE DEADLINE FOR VOTER REGISTRATION, THE PLACE AND LAST DATE FOR CANDIDATES TO FILE NOMINATION PAPERS (AS AMENDED AND RESTATED FROM RESOLUTION NO. 1416 PASSED ON FEBRUARY 24, 2022).**

**WHEREAS**, the Council of the City of Williams approved Resolution No. 1416 on February 24, 2022 but a scrivener's error occurred regarding the years applicable to the local alternative expenditure limit, and

**WHEREAS**, publication of the resolution is necessary as part of the election pamphlet to be published making it necessary to amend and restate Resolution No. 1416 to avoid confusion by the voters while reconfirming the approval of the other sections of Resolution No. 1416 as passed on February 24, 2022.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Williams as follows:

### **Section 1 Designation of Election Dates, Purposes**

That August 2, 2022, has been set as the time for holding the Primary Election in the City of Williams, Arizona, for the following purposes:

1. Nominating candidates for Mayor and three (3) City Council Seats, whose names shall appear on the ballot at the General Election to be held on November 8, 2022. Any candidate receiving a majority of all the votes cast at the Primary Election will be declared elected without running at the General Election; and

2. Adopting a proposal for a local alternative expenditure limitation – home rule option will be considered.

|           |              |           |              |
|-----------|--------------|-----------|--------------|
| 2023-2024 | \$14,326,575 | 2025-2026 | \$14,259,932 |
| 2024-2025 | \$14,058,614 | 2026-2027 | \$14,416,936 |

### **Section 2 Designating Deadline for Voter Registration**

Coconino County registration and voting lists will be used for the municipal election. To be qualified to vote, one must be registered by July 5, 2022 (29 days before the primary election).

### **Section 3 Designating Date and Place to File Candidate Nomination Forms**

Candidates seeking municipal office may obtain nomination papers and other materials that the candidate must complete and may begin filing at City Hall, starting March 5, 2022. Candidates must return their completed nomination petitions along with all other nomination forms by 5:00 p.m. on April 4, 2022, at City Hall for their names to appear on the Primary Election ballot.

**PASSED, APPROVED, AND ADOPTED**, as amended and restated, by the Mayor and Council of the City of Williams, Arizona, on this 12th of May, 2022, by a vote of \_\_\_\_ in favor and \_\_\_\_ opposed, with the original passage date of February 24, 2022 reconfirmed.

\_\_\_\_\_  
Mayor John W. Moore

ATTEST:

\_\_\_\_\_  
City Clerk Pamela Galvan



Arizona Department of Liquor Licenses and Control  
800 W Washington 5th Floor  
Phoenix, AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

**DLLC USE ONLY**

|        |
|--------|
| CSR:   |
| Log #: |

**APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT**

**\*OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR\***

**\*\*Notice: Allow 30-45 days to process permanent change of premises\*\***

☐ Permanent change of area of service. A non-refundable \$50. Fee will apply. Specific purpose for change:

☒ Temporary change (No Fee) for date(s) of: 6/10/22 through 6/11/22 list specific purpose for change:

AMERICAN LEGION CAR SHOW

1. Licensee's Name: NATIONS, AMY License #: 06030046  
Last First Middle
2. Mailing address: PO BOX 2502 CHANDLER AZ 85244  
Street City State Zip Code
3. Business Name: WORLD FAMOUS SULTANA BAR
4. Business Address: 301 W RT 66 WILLIAMS Arizona 86046  
Street City State Zip Code
5. Email Address: LIQUORLICENSE@AZLIC.COM
6. Business Phone Number: 9286352021 Contact Phone Number: 4807302675
7. Is extension of premises/patio complete?  
If no, what is your estimated completion date?     /    /
8. Do you understand Arizona Liquor Laws and Regulations?  
☒ Yes ☐ No
9. Does this extension bring your premises within 300 feet of a church or school?  
☐ Yes ☒ No
10. Have you received approved Liquor Law Training?  
☒ Yes ☐ No
11. What security precautions will be taken to prevent liquor violations in the extended area? AREA WILL BE  
ENCLOSED AND UNDER CONSTANT EMPLOYEE OBSERVATION.

12. **IMPORTANT:** Attach the revised floor plan, clearly depicting your licensed premises along with the new extended area outlined in black marker or ink, **if the extended area is not outlined and marked "extension" we cannot accept the application.**

☐ Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption:

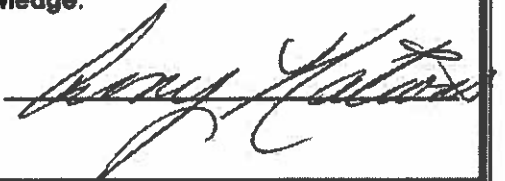
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\_\_\_\_\_

☐ Approval ☐ Disapproval by DLLC: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**NATIONS, AMY**

I, (Print Full Name) NATIONS, AMY hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: \_\_\_\_\_



#### GOVERNING BOARD

After completion, and **BEFORE submitting to the Department of Liquor**, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

☐ Approval

☐ Disapproval

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Date

#### DLLC USE ONLY

Investigation Recommendation: ☐ Approval ☐ Disapproval by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Director Signature required for Disapprovals: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

