



AGENDA

6:00 P.M.

SPECIAL CITY COUNCIL MEETING

MONDAY, JANUARY 26, 2015

MEETING LOCATION: SAFFORD LIBRARY PROGRAM ROOM ♦ 808 S 7TH AVENUE, SAFFORD, ARIZONA

*Pursuant to Section 2.04.100 of the City of Safford Municipal Code, the Council may meet in a Council Special Meeting which shall be open to the general public. **No call to the public shall be authorized.***

▪ *A copy of agenda background material provided to Council members, with the exception of material relating to possible executive sessions, is available for public inspection at the City Clerk's Office, 717 Main Street; Monday – Thursday 7:00 a.m. – 6:00 p.m. and on the City's website at: www.cityofsafford.us*

1. **WELCOME AND CALL TO ORDER:** (Reminder: Please turn off cell phones)
2. **ROLL CALL:**
3. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Mayor Gibbs will lead the Pledge of Allegiance to the Flag.
4. **OPENING PRAYER:**
5. **PUBLIC HEARING:** Pursuant to *Arizona Revised Statutes §38-431.01*, Mayor Gibbs will open a Public Hearing for the purpose of taking public comment relating to a request for three (3) Interim Permit/New License, Series 10 Beer and Wine applications submitted by Roger Kenneth Burton on behalf of: 1) Giant Store #644, located at 1780 W. Hwy 70; 2) Giant Store #670 located at 105 East Hwy 70; and, 3) Giant Store #674 located at 750 8th Avenue, Safford, Arizona. When the hearing concludes the Mayor and Council shall take action to make recommendation to the Arizona State Liquor Board to approve or deny the applications.
6. **CLOSE PUBLIC HEARING:** Mayor Gibbs will close the Public Hearing.
7. **NEW/OLD BUSINESS:**
 1. Recommendation to the State Liquor board approving or denying applications for three (3) Interim Permit/New License, Series 10 Beer and Wine applications submitted by Roger Kenneth Burton on behalf of: 1) Giant Store #644, located at 1780 W. Hwy 70; 2) Giant Store #670 located at 105 East Hwy 70; and, 3) Giant Store #674 located at 750 8th Avenue, Safford, Arizona. (Staff, Georgia Luster)
INFORMATION/DISCUSSION/ACTION
 2. Request for the Mayor and Council to approve the placement of a monument on the newly constructed bump-out area on the north side of the corner of Main Street and 8th Avenue. (Staff, Dustin Welker)
INFORMATION/DISCUSSION/ACTION
 3. Request for the Mayor and Council to approve a request for sponsorship from the 2015 Gila Valley Health, Safety and Science Festival. (Staff, Dustin Welker)
INFORMATION/DISCUSSION/ACTION



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6:00 P.M.

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MONDAY, JANUARY 26, 2015

MEETING LOCATION: SAFFORD LIBRARY PROGRAM ROOM ♦ 808 S 7TH AVENUE, SAFFORD, ARIZONA

In accordance with Section 2.04.120 of the City Code of the City of Safford, and Arizona Revised Statutes §§38-431.01 et seq., and 38-431.02 et seq., notice is hereby given to the general public that the City of Safford will hold the above stated Special City Council Meeting open to the public on the date and time specified above at the Safford Library Program Room, 808 South 7th Avenue, Safford, Arizona. Members of the City of Safford Council may attend either in person or by telephone conference call. If authorized by a majority vote of the Common Council of the City of Safford, and pursuant to Arizona Revised Statutes, §38-431.03 et seq., the Council may adjourn the meeting at any time and move into Executive Session for consultation with the attorneys of the public body. Executive Session will not be open to the public.

4. Request for the Mayor and Council to authorize the City Manager to enter into an agreement with the Birdno Family Trust to purchase two parcels of land. These parcels are Graham County Assessor's Parcels 102-17-026 (5.95 acres) and 102-17-012A (0.9 acres). (Staff, Randy Petty) **INFORMATION/DISCUSSION/ACTION**
5. Request for the Mayor and Council to approve and adopt Resolution Number 15-005, (A) Revoking Resolutions Number's 14-038 and 14-039 adopted on December 22, 2014, and (B) (1) Providing for the sale and execution and delivery pursuant to a first excise tax trust agreement (Tax-Exempt Series A) of an excise tax revenue refunding obligation (Tax-Exempt), Series 2015 A, evidencing all of the interests of the holder thereof in installment payments of the purchase price to be paid by the City of Safford, Arizona, pursuant to a first excise tax purchase agreement (Tax-Exempt Series A); (2) Authorizing the completion, execution and delivery with respect thereto of agreements necessary or appropriate as part of the refinancing and paying related financing costs; (3) Delegating to the Mayor, the City Manager and the Finance Director certain authority with respect to the purposes hereof; (4) Adopting post-issuance tax compliance procedures in connection with issuance of obligations of the city; (5) Authorizing the Finance Director to expend all necessary funds therefor and (6) Declaring an emergency. (Staff, Terry Quest) **INFORMATION/DISCUSSION/ACTION**
6. Request for the Mayor and Council to approve and adopt Resolution Number 15-006, (1) Providing for the sale and execution and delivery pursuant to a second excise tax trust agreement (Tax-Exempt Series B) of an excise tax revenue refunding obligation (Tax-Exempt), Series 2015B, evidencing all of the interests of the holder thereof in installment payments of the purchase price to be paid by the city of Safford, Arizona, pursuant to a second excise tax purchase agreement (tax-exempt series b); (2) Authorizing the completion, execution and delivery with respect thereto of agreements necessary or appropriate as part of the refinancing and paying related financing costs; (3) Delegating to the mayor, the city manager and the finance director certain authority with respect to the purposes hereof; (4) Authorizing the finance director to expend all necessary funds therefor and (5) Declaring an emergency. (Staff, Terry Quest) **INFORMATION/DISCUSSION/ACTION**
7. Request for the Mayor and Council to approve and adopt Resolution Number 15-007 (1) Providing for the sale and execution and delivery pursuant to a third excise tax trust agreement (Taxable Series C) of an excise



AGENDA

6:00 P.M.

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MONDAY, JANUARY 26, 2015

MEETING LOCATION: SAFFORD LIBRARY PROGRAM ROOM ♦ 808 S 7TH AVENUE, SAFFORD, ARIZONA

▪ *The City Council reserves the right to take action upon any item on the agenda.*

▪ *Pursuant to Title II of the Americans with Disabilities Act (ADA), persons with a disability may request reasonable accommodations by contacting City Hall at (928)432-4000, forty-eight (48) hours prior to the meeting.*

tax revenue refunding obligation (Taxable), Series 2015C, evidencing all of the interests of the holder thereof in installment payments of the purchase price to be paid by the city of Safford, Arizona, pursuant to a third excise tax purchase agreement (Taxable Series C); (2) Authorizing the completion, execution and delivery with respect thereto of agreements necessary or appropriate as part of the refinancing and paying related financing costs; (3) Delegating to the mayor, the city manager and the finance director certain authority with respect to the purposes hereof; (4) Authorizing the finance director to expend all necessary funds therefor and (5) Declaring an emergency. (Staff, Terry Quest) **INFORMATION/DISCUSSION/ACTION**

8. Request for the Mayor and Council to approve and adopt Resolution Number 15-008 (1) Providing for the sale and execution and delivery pursuant to a fourth excise tax trust agreement (Tax-Exempt Series D) of an excise tax revenue new money obligation (Tax-Exempt), Series 2015 D, evidencing all of the interests of the holder thereof in installment payments of the purchase price to be paid by the city of Safford, Arizona, pursuant to a fourth excise tax purchase agreement (Tax-Exempt Series D); (2) Authorizing the completion, execution and delivery with respect thereto of agreements necessary or appropriate as part of the refinancing and paying related financing costs; (3) Delegating to the mayor, the city manager and the finance director certain authority with respect to the purposes hereof; (4) Authorizing the finance director to expend all necessary funds therefor and (5) Declaring an emergency. (Staff, Terry Quest) **INFORMATION/DISCUSSION/ACTION**

9. Update on the Territorial Settlement Agreement between the City of Safford and Graham County Electric Cooperative. (Staff, Eric Buckley) **INFORMATION**

8. **ANNOUNCEMENTS/MEETINGS/ACTIVITIES HELD OR TO BE HELD BY COUNCIL OR CITY STAFF:**

- Monday, February 9, 2015 Regular Council Meeting
- Monday, February 23, 2015 Council Work Session

9. **COUNCIL OR STAFF REQUESTS FOR AGENDA ITEMS:**

10. **ADJOURN:**



CITY COUNCIL COMMUNICATION

TO: Mayor and Council
FROM: Georgia Luster, City Clerk
SUBJECT: PUBLIC HEARING - Three Liquor License Applications
DATE: Monday, January 26, 2015 at 6:00 p.m.

Purpose and Recommended Action:

This is a Public Hearing for the purpose of taking public comment relating to a request for three (3) Interim Permit/New License, Series 10 Beer and Wine applications submitted by Roger Kenneth Burton on behalf of: 1) Giant Store #644, located at 1780 W. Hwy 70; 2) Giant Store #670 located at 105 East Hwy 70; and, 3) Giant Store #674 located at 750 8th Avenue, Safford, Arizona.

Background:

Roger Kenneth Burton, Owner/Agent, (Western Refining Retail, LLC) is requesting an Interim Permit/New License for a Series 10 Beer and Wine Store, through the Arizona Department of Liquor Licenses and Control. There are three applications for three Stores.

Staff is recommending the Mayor and City Council approve the recommendation to the Arizona State Liquor Board.

Attachments: Applications

Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor

Phoenix, Arizona 85007

www.azliquor.gov

602-542-5141

AMENDMENT

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees LICENSE #(s): 10053030

- 1. Type of License(s): Series 10 Beer and Wine Store
2. Total fees attached: \$ 100.00 Department Use Only

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

SECTION 4 Applicant

- 1. Owner/Agent's Name: Mr. Burton Roger Kenneth
2. Corp./Partnership/L.L.C.: Western Refining Retail, LLC
3. Business Name: Giant Store # 644
4. Principal Street Location: 1780 W. Hwy 70 Safford Graham 85546
5. Business Phone: 928-428-2853 Daytime Phone: 602-286-1922 Email: mariann.mattia@wnr.com
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: 1250 W. Washington Street # 101, Tempe, AZ 85281
8. Price paid for license only bar, beer and wine, or liquor store: Type \$ Type \$

DEPARTMENT USE ONLY

Fees: 100.00 Application Interim Permit Site Inspection Finger Prints \$ 100.00 TOTAL OF ALL FEES

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

Accepted by: SG Date: 12/12/14 Lic. # 10053030

14 DEC 15 11:49 AM '14

Phoenix, Arizona 85007

www.azliquor.gov

602-542-5141

14 NOV 20 11:49 Dept RM1037

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees LICENSE #(s): 10053030

1. Type of License(s): Series 10 Beer and Wine Store
2. Total fees attached: \$ 100⁰⁰ Department Use Only

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

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Burton Roger Kenneth
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: Western Refining Retail, LLC P1058532
(Exactly as it appears on Articles of Inc. or Articles of Org.) B1053642
3. Business Name: Giant Store # 644 B1037432
(Exactly as it appears on the exterior of premises)
4. Principal Street Location: 1780 W. Thatcher Blvd. Safford Graham 85546
(Do not use PO Box Number) City County Zip
5. Business Phone: 928-428-2853 Daytime Phone: 602-286-1922 Email: mariann.mattia@wnr.com
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: 1250 W. Washington Street # 101, Tempe, AZ 85281
City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type _____ \$ _____ Type _____ \$ _____

14 DEC 19 11:49 Dept RM 8142

DEPARTMENT USE ONLY

Fees: <u>100⁰⁰</u>	_____	_____	_____	_____	\$ <u>100⁰⁰</u>
Application	Interim Permit	Site Inspection	Finger Prints		TOTAL OF ALL FEES

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

2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. _____
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

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

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

State of _____ County of _____

X _____
(Signature)

The foregoing instrument was acknowledged before me this

_____ day of _____, _____ Year
 Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

14 DEC 15 11:47 AM Dept #18 8 1/2

SECTION 6 Individual or Partnership Owners:

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

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

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

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

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

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

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

SECTION 7 Corporation/Limited Liability Co.:

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

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

AMENDMENT

1. Name of Corporation/L.L.C.: Western Refining Retail, LLC
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 9/25/14 State where Incorporated/Organized: Delaware
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: R-1954747-6 Date authorized to do business in AZ 10/2/2014
5. Is Corp./L.L.C. Non-profit? YES NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
Western Refining Southwest, Inc.			sole Member	1250 W. Washington Street # 101, Tempe, AZ	85281

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Last	First	Middle	% Owned	Mailing Address	City State Zip
Western Refining Southwest, Inc.			100	1250 W. Washington Street # 101, Tempe, AZ	85281

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 8 Club Applicants:

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

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

Last	First	Middle	Title	Mailing Address	City State Zip

14 DEC 15 09:39 AM '14

L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.

1. Name of Corporation/L.L.C.: Western Refining Retail, LLC
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 9/16/2014 State where Incorporated/Organized: Delaware
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: R-1954747-6 Date authorized to do business in AZ: 09/25/2014
5. Is Corp./L.L.C. Non-profit? YES NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City	State	Zip
Western Refining Southwest, Inc.			Sole Memb	1250 W. Washington Street # 101, Tempe, AZ 85281			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Last	First	Middle	% Owned	Mailing Address	City	State	Zip
Western Refining Southwest, Inc.			100	1250 W. Washington Street #101, Tempe, AZ 85281			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 8 Club Applicants:

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

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? YES NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City	State	Zip

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Western Refining Southwest, Inc.

Sole Member of Western Refining Retail, LLC

*The following officers are officers of:
Western Refining Retail, LLC and Western Refining Southwest, Inc.*

Robert C. Sprouse, Vice President-Retail
1250 W. Washington St., # 101, Tempe, AZ 85281

Gary R. Dalke, Chief Financial Officer
1250 W. Washington St., # 101, Tempe, AZ 85281

William R. Jewell, Chief Accounting Officer
1250 W. Washington St., # 101, Tempe, AZ 85281

Mark J. Smith, President – Refining and Marketing
1250 W. Washington St., # 101, Tempe, AZ 85281

Giant Industries, Inc.

100% stockholder of Western Refining Southwest, Inc.

Western Refining, Inc. (NYSE: WNR) – Publicly Traded Company

100% stockholder of Giant Industries, Inc.

*The following officers are officers of:
Giant Industries, Inc. and Western Refining, Inc.*

Gary R. Dalke, Chief Financial Officer
1250 W. Washington St., # 101, Tempe, AZ 85281

William R. Jewell, Chief Accounting Officer
1250 W. Washington St., # 101, Tempe, AZ 85281

Mark J. Smith, President – Refining and Marketing

14 DEC 15 11:49:19 AM '03

2. Assignee's Name: _____
Last First Middle
3. License Type: _____ License Number: _____ Date of Last Renewal: _____
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

14 NOV 20 11:41 AM DEPT RM1037

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

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

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

SECTION 11 Person to Person Transfer:

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

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
3. Current Business Name: _____
(Exactly as it appears on license)
4. Physical Street Location of Business: Street _____
City, State, Zip _____
5. License Type: _____ License Number: _____
6. If more than one license to be transferred: License Type: _____ License Number: _____
7. Current Mailing Address: Street _____
(Other than business) City, State, Zip _____
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
9. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

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10. I, _____, hereby authorize the department to process this application to transfer the
(print full name)
 privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
 STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

State of _____ County of _____

This instrument was acknowledged before me this _____

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)
 APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

AMENDMENT

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

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

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

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

1. Distance to nearest school: 1,056 ft. Name of school Gila Preparatory Academy Middle School
 Address 1976 W. Thatcher Blvd., Safford, AZ 85546
 City, State, Zip

2. Distance to nearest church: 2,112 ft. Name of church Kingdom Hall- Jehovah's Witness
 Address 3610 W. Church Street, Thatcher, AZ 85546
 City, State, Zip

3. I am the: Lessee Sublessee Owner Purchaser (of premises)

4. If the premises is leased give lessors: Name ARCP WS Portfolio 1- C/O American Realty Capital Properties, Inc.
 Address 2325 E. Camelback Rd. # 1100. Phoenix, AZ 85016
 City, State, Zip

4a. Monthly rental/lease rate \$ 256,718.75 What is the remaining length of the lease 20 yrs. 0 mos.

4b. What is the penalty if the lease is not fulfilled? \$ _____ or other Lose Site
 (give details - attach additional sheet if necessary)

5. What is the total business indebtedness for this license/location excluding the lease? \$ 0
 Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

14 DEC 15 11:41 AM '03

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

14 NOV 20 11:49 AM 1037

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

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

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

1. Distance to nearest school: 1,056 ft. Name of school Gila Preparatory Academy Middle School
 Address 1976 W. Thatcher Blvd., Safford, AZ
 City, State, Zip _____

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2. Distance to nearest church: 2,112 ft. Name of church Kingdom Hall- Jehovah's Witness
 Address 3610 W. Church Street, Thatcher, AZ
 City, State, Zip _____

3. I am the: Lessee Sublessee Owner Purchaser (of premises)

4. If the premises is leased give lessors: Name ARCP WS Portfolio 1- C/O American Realty Capital Properties, Inc.
 Address 2325 E. Camelback Rd. # 1100. Phoenix, AZ 85016
 City, State, Zip _____

4a. Monthly rental/lease rate \$ 256,718.75 What is the remaining length of the lease 20 yrs. _____ mos.

4b. What is the penalty if the lease is not fulfilled? \$ _____ or other Lose Site
 (give details - attach additional sheet if necessary)

5. What is the total business indebtedness for this license/location excluding the lease? \$ 0

Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

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

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

License # 10053018 (exactly as it appears on license) Name Rodney Scott Herbert

SECTION 14 Restaurant or hotel/motel license applicants:

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

_____ and license #: _____
Last First Middle

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

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

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

applicant's signature

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

applicants initials

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

1. Check ALL boxes that apply to your business:

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

2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
If yes, what is your estimated opening date? _____
month/day/year

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

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

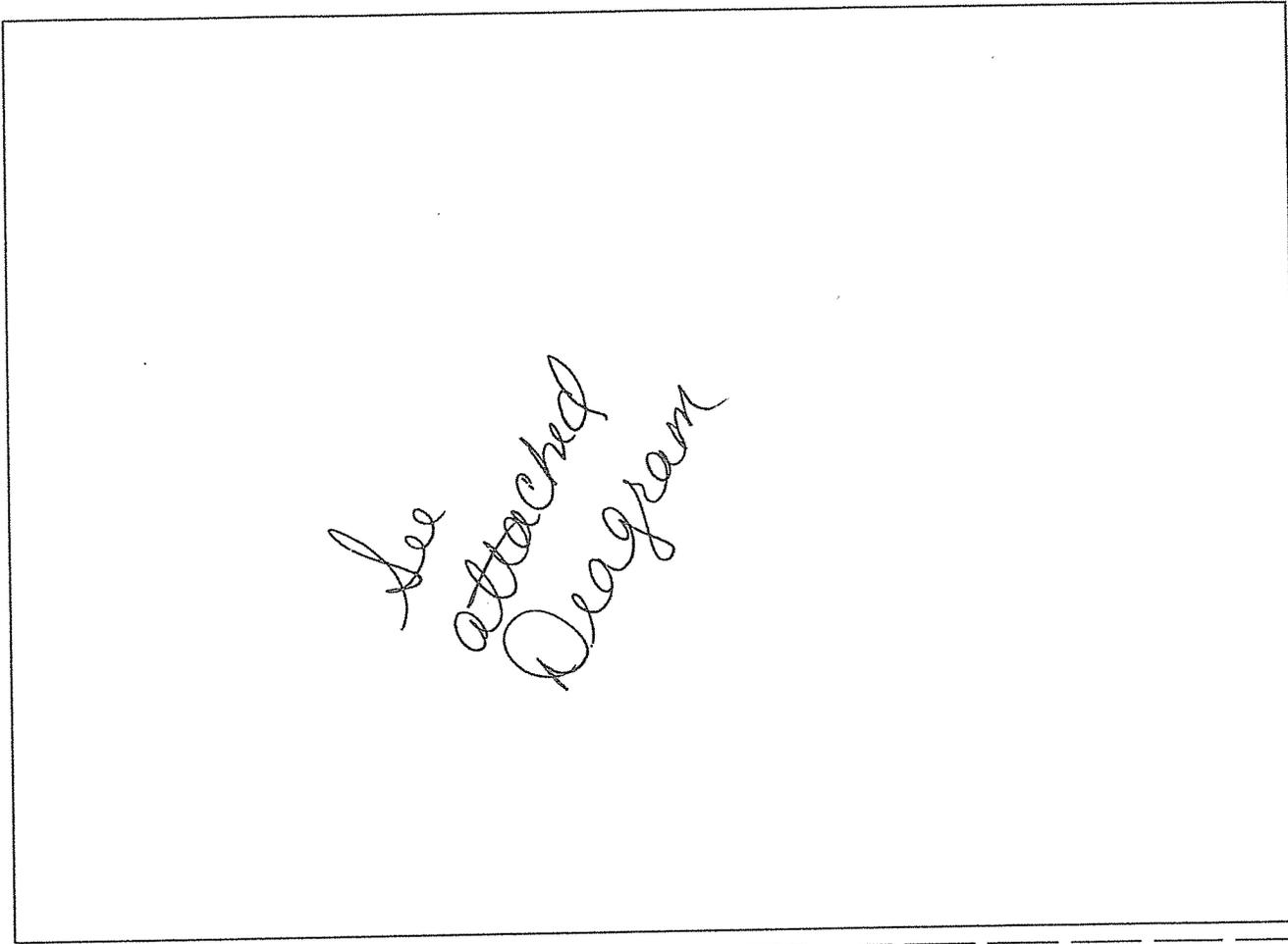
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

responsibility to notify the Department of Liquor Licenses

14 NOV 20 11:49 AM Dept M10537

14 DEC 15 11:49 AM Dept M843

include parking lots, living quarters, etc. when completing diagram.
If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



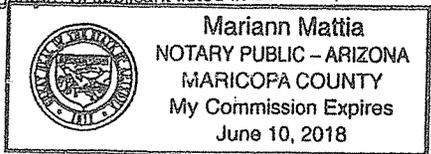
14 NOV 20 11:47 AM 81037

14 DEC 15 11:47 AM 81043

SECTION 16 Signature Block

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

X Roger Kenneth Burton
(signature of applicant listed in Section 4, Question 1)



State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 14 of November, 2014
Month Year

Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

AMENDMENT

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

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

10053034

1. Type of License(s): Series 10 Beer and Wine

2. Total fees attached:

Department Use Only
\$ 100.00

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

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Burton Roger Kenneth
 Ms. (insert one name ONLY to appear on license) Last First Middle

2. Corp./Partnership/L.L.C.: Western Refining Retail, LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: Giant Store # 670
(Exactly as it appears on the exterior of premises)

4. Principal Street Location: 105 E. Hwy 70 Safford Graham 85546
(Do not use PO Box Number) City County Zip

5. Business Phone: 928-428-0255 Daytime Phone: 602-286-1922 Email: mariann.mattia@wnr.com

6. Is the business located within the incorporated limits of the above city or town? YES NO

7. Mailing Address: 1250 W. Washington Street # 101, Tempe, AZ 85281
City State Zip

8. Price paid for license only bar, beer and wine, or liquor store: Type \$ Type \$

DEPARTMENT USE ONLY

Fees: Application 100.00 Interim Permit Site Inspection Finger Prints \$ 100.00
TOTAL OF ALL FEES

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

Accepted by: SG Date: 12/16/14 Lic. # 10053034

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

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

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees LICENSE #(s): 10053034

1. Type of License(s): Series 10 Beer and Wine

2. Total fees attached:

Department Use Only
\$ 100.00

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

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Burton Roger Kenneth
(Insert one name ONLY to appear on license) Last First Middle

2. Corp./Partnership/L.L.C.: Western Refining Retail, LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: Giant Store # 670
(Exactly as it appears on the exterior of premises)

4. Principal Street Location 105 E. Hwy 70 Safford Graham 85543
(Do not use PO Box Number) City County Zip

5. Business Phone: 928-428-0255 Daytime Phone: 602-286-1922 Email: mariann.mattia@wnr.com

6. Is the business located within the incorporated limits of the above city or town? YES NO

7. Mailing Address: 1250 W. Washington Street # 101, Tempe, AZ 85281
City State Zip

8. Price paid for license only bar, beer and wine, or liquor store: Type _____ \$ _____ Type _____ \$ _____

DEPARTMENT USE ONLY

Fees: 100.00 Application Interim Permit Site Inspection Finger Prints \$ 100.00
TOTAL OF ALL FEES

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

Accepted by: SL Date: 12/10/14 Lic. # 10053034

14 NOV 20 11:41 AM Dept RM1030
B1058532
B1053642
B100767B
14 DEC 11 09:05 AM RM1030

SECTION 5 Interim Permit:

14 DEC 12 Lic. Lic. AM1034

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

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

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

State of _____ County of _____

X _____
 (Signature)

The foregoing instrument was acknowledged before me this

My commission expires on: _____

_____ day of _____, _____
 Day Month Year

 (Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

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

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

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

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

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

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

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

SECTION 7 Corporation/Limited Liability Co.:

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

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

AMENDMENT

1. Name of Corporation/L.L.C.: Western Refining Retail, LLC
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 9/25/14 State where Incorporated/Organized: Delaware
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: R-1954747-6 Date authorized to do business in AZ 10/2/2014
5. Is Corp./L.L.C. Non-profit? YES NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
Western Refining Southwest, Inc.			Sole Member	1250 W. Washington Street # 101, Tempe, AZ	85281

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Last	First	Middle	% Owned	Mailing Address	City State Zip
Western Refining Southwest, Inc.			100	1250 W. Washington Street # 101, Tempe, AZ	85281

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 8 Club Applicants:

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

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

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 7 Corporation/Limited Liability Co.:

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

CORPORATION **Complete questions 1, 2, 3, 5, 6, 7, and 8.**

L.L.C. **Complete 1, 2, 4, 5, 6, 7, and 8.**

1. Name of Corporation/L.L.C.: Western Refining Retail, LLC
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)

2. Date Incorporated/Organized: 9/16/2014 State where Incorporated/Organized: Delaware

3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____

4. AZ L.L.C. File No: R-1954747-6 Date authorized to do business in AZ: 09/25/2014

5. Is Corp./L.L.C. Non-profit? YES NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City	State	Zip
Western Refining Southwest, Inc.			Sole Memb	1250 W. Washington Street # 101, Tempe, AZ 85281			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Last	First	Middle	% Owned	Mailing Address	City	State	Zip
Western Refining Southwest, Inc.			100	1250 W. Washington Street # 101, Tempe, AZ 85281			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 8 Club Applicants:

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

1. Name of Club: _____ Date Chartered: _____
 (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? YES NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

14 NOV 20 14:14 PM 1030

14 NOV 20 14:14 PM 1030

Western Refining Southwest, Inc.

Sole Member of Western Refining Retail, LLC

*The following officers are officers of:
Western Refining Retail, LLC and Western Refining Southwest, Inc.*

Robert C. Sprouse, Vice President-Retail
1250 W. Washington St., # 101, Tempe, AZ 85281

Gary R. Dalke, Chief Financial Officer
1250 W. Washington St., # 101, Tempe, AZ 85281

William R. Jewell, Chief Accounting Officer
1250 W. Washington St., # 101, Tempe, AZ 85281

Mark J. Smith, President – Refining and Marketing
1250 W. Washington St., # 101, Tempe, AZ 85281

Giant Industries, Inc.

100% stockholder of Western Refining Southwest, Inc.

Western Refining, Inc. (NYSE: WNR) – Publicly Traded Company

100% stockholder of Giant Industries, Inc.

*The following officers are officers of:
Giant Industries, Inc. and Western Refining, Inc.*

Gary R. Dalke, Chief Financial Officer
1250 W. Washington St., # 101, Tempe, AZ 85281

William R. Jewell, Chief Accounting Officer
1250 W. Washington St., # 101, Tempe, AZ 85281

Mark J. Smith, President – Refining and Marketing
1250 W. Washington St., # 101, Tempe, AZ 85281

14 NOV 15 14:01:31

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

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

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

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

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

SECTION 11 Person to Person Transfer:

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

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
3. Current Business Name: _____
(Exactly as it appears on license)
4. Physical Street Location of Business: Street _____
City, State, Zip _____
5. License Type: _____ License Number: _____
6. If more than one license to be transferred: License Type: _____ License Number: _____
7. Current Mailing Address: Street _____
(Other than business) City, State, Zip _____
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
9. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, _____, hereby authorize the department to process this application to transfer the privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

(Signature of CURRENT LICENSEE)

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

Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

14 NOV 20 14:47:30 Dept #M1030

14 DEC 15 14:47:30 #M1030

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)
APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

AMENDMENT

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

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

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

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

1. Distance to nearest school: 1,056 ft. Name of school Triumphant Learning Center
 Address 201 E. 6th Street, Safford, AZ 85546
 City, State, Zip

2. Distance to nearest church: 208 ft. Name of church Stafford Seventh- Day Adventist
 Address 301 E. 6th Street Safford 85546
 City, State, Zip

3. I am the: Lessee Sublessee Owner Purchaser (of premises)

4. If the premises is leased give lessors: Name ARCP WS Portfolio 1- C/O American Realty Capital Properties, Inc.
 Address 2325 E. Camelback Rd. # 1100, Phoenix, AZ 85016
 City, State, Zip

4a. Monthly rental/lease rate \$ 256,718.75 What is the remaining length of the lease 20 yrs. 0 mos.

4b. What is the penalty if the lease is not fulfilled? \$ _____ or other Lose Site
 (give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0
 Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Gas Station/Convenience Store

14 FEB 16 10:41 AM '05

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

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

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

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

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

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

1. Distance to nearest school: 1,056 ft. Name of school Triumphant Learning Center
Address 201 E. 6th Street, Safford, AZ
City, State, Zip _____

2. Distance to nearest church: 208 ft. Name of church Stafford Seventh- Day Adventist
Address 301 E. 6th Street Safford, AZ
City, State, Zip _____

3. I am the: Lessee Sublessee Owner Purchaser (of premises)

4. If the premises is leased give lessors: Name ARCP WS Portfolio 1- C/O American Realty Capital Properties, Inc.
Address 2325 E. Camelback Rd. # 1100. Phoenix, AZ 85016
City, State, Zip _____

4a. Monthly rental/lease rate \$ 256,718.75 What is the remaining length of the lease 20 yrs. ___ mos.

4b. What is the penalty if the lease is not fulfilled? \$ _____ or other Lose Site
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

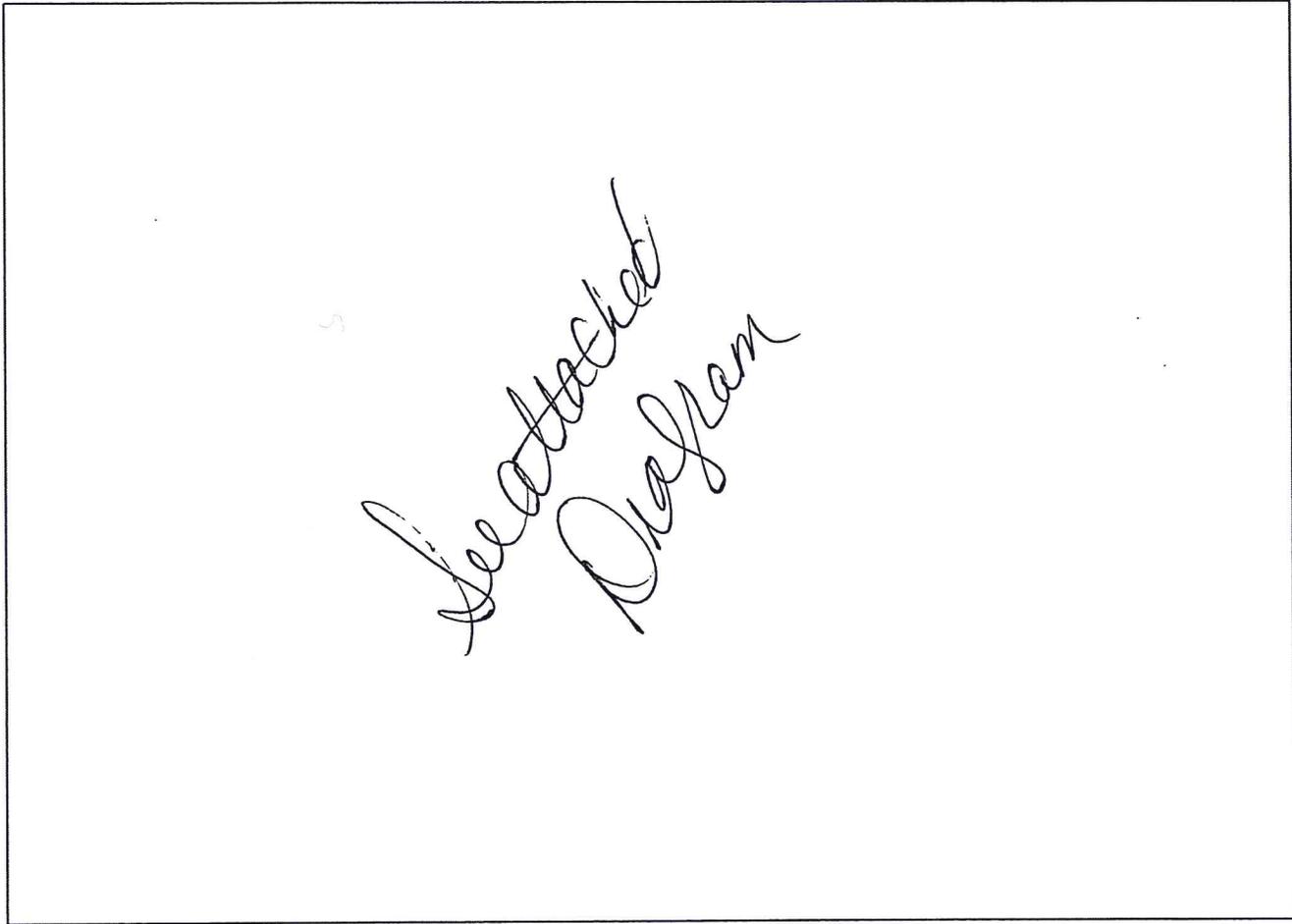
6. What type of business will this license be used for (be specific)? Gas Station/Convenience Store

14 NOV 20 11 AM '10
 DEPT. OF REVENUE
 14 DEC 16 11 AM '10

SECTION 15 Diagram of Premises

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

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



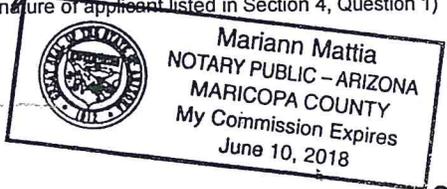
14 NOV 20 1:49 PM 410:30

14 DEC 16 1:49 PM 410:55

SECTION 16 Signature Block

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

X Roger Kenneth Burton
(signature of applicant listed in Section 4, Question 1)



State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 14th of November, 2014

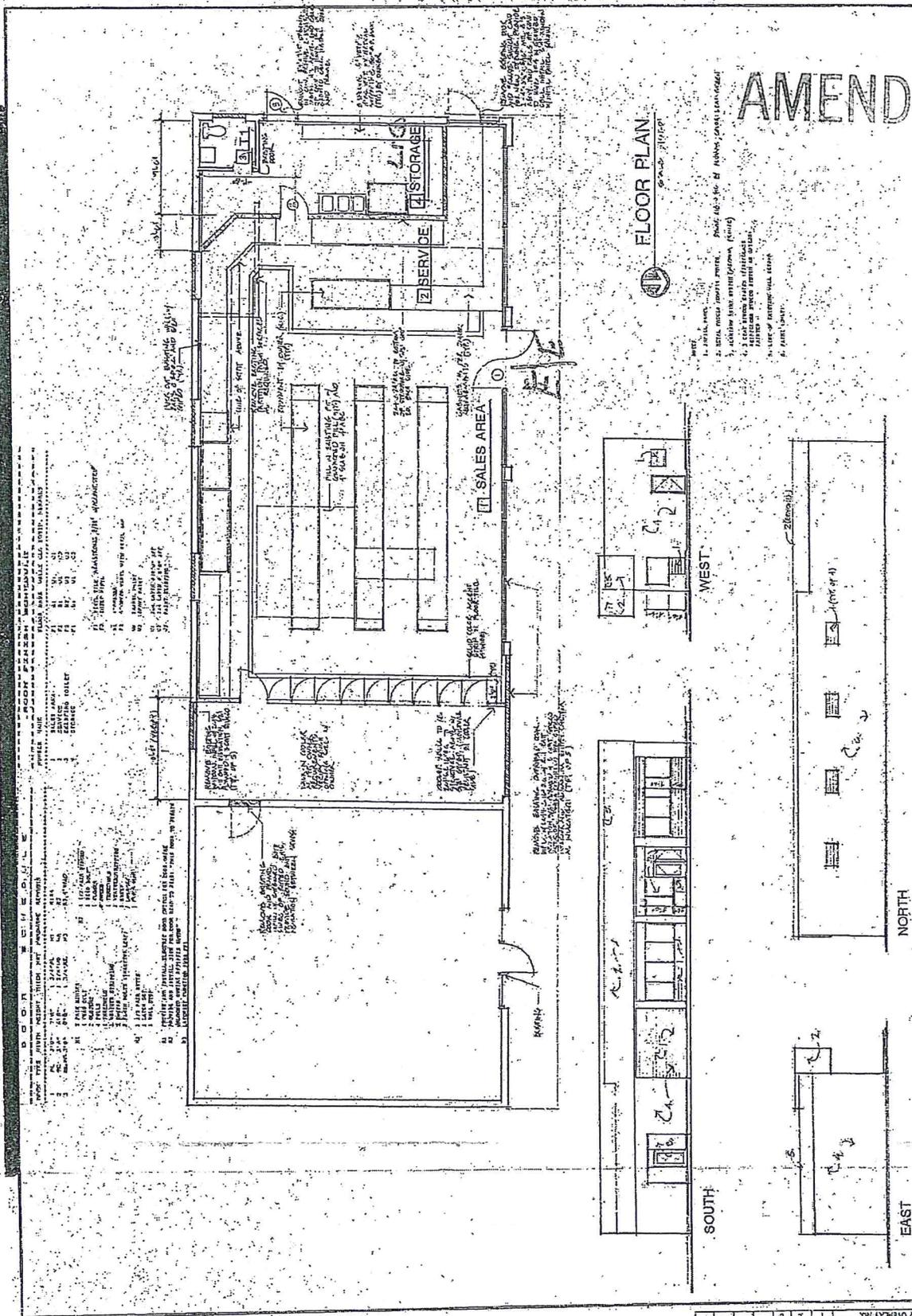
Mariann Mattia
signature of NOTARY PUBLIC

My commission expires on : 10 06 2018
Day Month Year

6070 31360 SF

PROJECT NO. 5931	CLIENT MINT MARKET SAFFORD	ARCHITECTS BURTON	SHEET NO. 2
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AMENDMENT

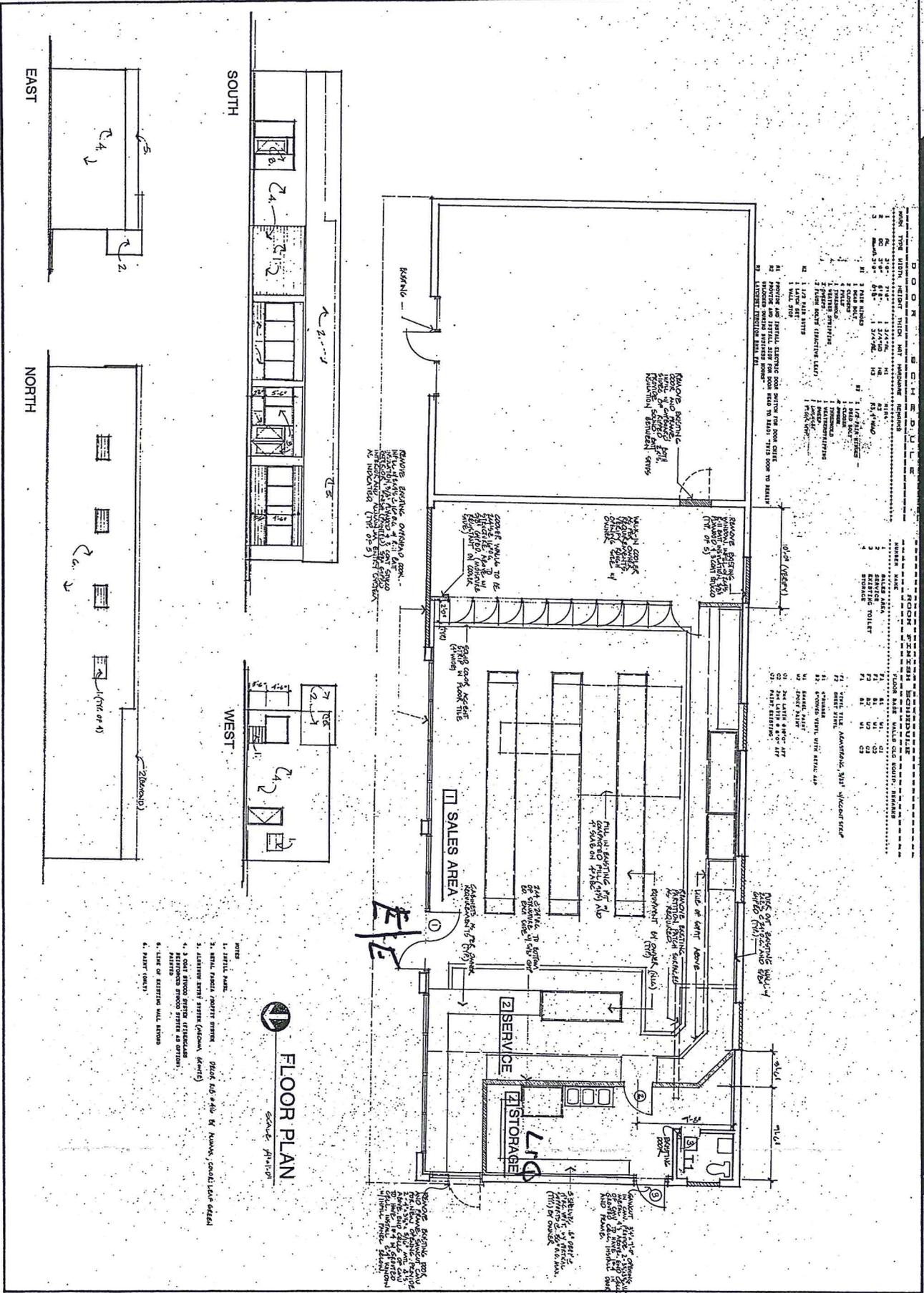


- DOWN SCHEDULE**
- 1. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE B.C.A. CODES AND STANDARDS.
 - 2. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE B.C.A. CODES AND STANDARDS.
 - 3. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE B.C.A. CODES AND STANDARDS.
 - 4. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE B.C.A. CODES AND STANDARDS.
 - 5. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE B.C.A. CODES AND STANDARDS.
 - 6. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE B.C.A. CODES AND STANDARDS.
 - 7. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE B.C.A. CODES AND STANDARDS.
 - 8. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE B.C.A. CODES AND STANDARDS.
 - 9. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE B.C.A. CODES AND STANDARDS.
 - 10. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE B.C.A. CODES AND STANDARDS.
 - 11. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE B.C.A. CODES AND STANDARDS.
 - 12. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE B.C.A. CODES AND STANDARDS.
 - 13. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE B.C.A. CODES AND STANDARDS.
 - 14. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE B.C.A. CODES AND STANDARDS.
 - 15. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE B.C.A. CODES AND STANDARDS.
 - 16. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE B.C.A. CODES AND STANDARDS.
 - 17. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE B.C.A. CODES AND STANDARDS.
 - 18. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE B.C.A. CODES AND STANDARDS.
 - 19. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE B.C.A. CODES AND STANDARDS.
 - 20. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE B.C.A. CODES AND STANDARDS.
 - 21. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE B.C.A. CODES AND STANDARDS.
 - 22. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE B.C.A. CODES AND STANDARDS.
 - 23. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE B.C.A. CODES AND STANDARDS.
 - 24. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE B.C.A. CODES AND STANDARDS.
 - 25. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE B.C.A. CODES AND STANDARDS.
 - 26. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE B.C.A. CODES AND STANDARDS.
 - 27. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE B.C.A. CODES AND STANDARDS.
 - 28. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE B.C.A. CODES AND STANDARDS.
 - 29. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE B.C.A. CODES AND STANDARDS.
 - 30. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE B.C.A. CODES AND STANDARDS.

REVISION	DATE	BY	CHKD
1			
2			
3			
4			
5			

14 DEC 16 1994, LDC 941025

SCREEN VALUE	1				
COMPOSITE INSTRUCTIONS	T	Z	B		
BASE / OVERLAY NO.	T	Z	B		



DOOR SCHEDULE

NO.	TYPE	FINISH	SWING	MARKING
1	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
2	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
3	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
4	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
5	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
6	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
7	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
8	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
9	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
10	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
11	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
12	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
13	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
14	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
15	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
16	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
17	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
18	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
19	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
20	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
21	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
22	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
23	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
24	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
25	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
26	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
27	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
28	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
29	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
30	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
31	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
32	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
33	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
34	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
35	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
36	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
37	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
38	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
39	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
40	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
41	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
42	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
43	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
44	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
45	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
46	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
47	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
48	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
49	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
50	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
51	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
52	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
53	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
54	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
55	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
56	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
57	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
58	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
59	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
60	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
61	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
62	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
63	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
64	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
65	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
66	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
67	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
68	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
69	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
70	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
71	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
72	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
73	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
74	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
75	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
76	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
77	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
78	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
79	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
80	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
81	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
82	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
83	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
84	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
85	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
86	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
87	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
88	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
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92	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
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94	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
95	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
96	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
97	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
98	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"
99	6'0" x 8'0"	1/2" x 1/2" x 1/2"	R	1/2"
100	6'0" x 8'0"	1/2" x 1/2" x 1/2"	L	1/2"

14 # 1070 #1055

14 NOV 20 10:49 AM

BURTON and Associates ARCHITECTS
 555 EAST RIVER ROAD SUITE 300
 TUCSON, ARIZONA 85704
 (520) 888-3175



MINIT MARKET SAFFORD

project no	8901
date	
drawn	
checked	
revisions	
revisions	

SHEET NO 2

Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor

Phoenix, Arizona 85007

www.azliquor.gov

602-542-5141

AMENDMENT

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

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

1. Type of License(s): Series 10 Beer and Wine

2. Total fees attached:

Department Use Only \$ 100.00

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

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

- Owner/Agent's Name: Mr. Burton Roger Kenneth Ms. Last First Middle
Corp./Partnership/L.L.C.: Western Refining Retail, LLC (Exactly as it appears on Articles of Inc. or Articles of Org.)
Business Name: Giant Store # 674 (Exactly as it appears on the exterior of premises)
Principal Street Location: 750 8th Ave. Safford Graham 85546 (Do not use PO Box Number) City County Zip
Business Phone: 925-428-5550 Daytime Phone: 602-286-1922 Email: mariann.mattia@wnr.com
Is the business located within the incorporated limits of the above city or town? YES NO
Mailing Address: 1250 W. Washington Street # 101, Tempe, AZ 85281 City State Zip
Price paid for license only bar, beer and wine, or liquor store: Type \$ Type \$

DEPARTMENT USE ONLY

Fees: Application 100.00 Interim Permit Site Inspection Finger Prints \$ 100.00 TOTAL OF ALL FEES

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

Accepted by: [Signature] Date: 12/15/14 Lic. # 10053033

14 DEC 16 11:41 AM '14

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

14 NOV 20 11:49 AM 101033

APPLICATION FOR LIQUOR LICENSE
 TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees LICENSE #(s): 10053033

1. Type of License(s): Series 10 Beer and Wine

2. Total fees attached: \$ 100.00 Department Use Only

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

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Burton Roger Kenneth P1059532
(Insert one name ONLY to appear on license) Last First Middle

2. Corp./Partnership/L.L.C.: Western Refining Retail, LLC B1053642
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: Giant Store # 674 B1007672
(Exactly as it appears on the exterior of premises)

4. Principal Street Location: 750 8th Ave. Safford Graham 85546
(Do not use PO Box Number) City County Zip

5. Business Phone: 925-428-5550 Daytime Phone: 602-286-1922 Email: mariann.mattia@wnr.com

6. Is the business located within the incorporated limits of the above city or town? YES NO

7. Mailing Address: 1250 W. Washington Street # 101, Tempe, AZ 85281
City State Zip

8. Price paid for license only bar, beer and wine, or liquor store: Type _____ \$ _____ Type _____ \$ _____

14 DEC 16 11:49 AM 101033

DEPARTMENT USE ONLY				
Fees:	<u>100.00</u>			
Application	Interim Permit	Site Inspection	Finger Prints	\$ <u>100.00</u>
				TOTAL OF ALL FEES
Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				
Accepted by: <u>SG</u>	Date: <u>12/15/14</u>	Lic. #:	<u>10053033</u>	

SECTION 5 Interim Permit:

14 DEC 12 Lic. Lic. #1034

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

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

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

(Print full name)

State of _____ County of _____

X _____
(Signature)

The foregoing instrument was acknowledged before me this

My commission expires on: _____

____ day of _____, _____
Day Month Year

(Signature of NOTARY PUBLIC)

14 DEC 16 Lic. Dept #18338

SECTION 6 Individual or Partnership Owners:

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

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

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

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

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

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

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

14 DEC 2 19 44 PM '08

SECTION 7 - Corporation/Limited Liability Co.:

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

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

AMENDMENT

1. Name of Corporation/L.L.C.: Western Refining Retail, LLC
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 9/25/14 State where Incorporated/Organized: Delaware
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: R-1954747-6 Date authorized to do business in AZ 10/2/2014
5. Is Corp./L.L.C. Non-profit? YES NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
			<u>Sole Member</u>	<u>1250 W. Washington Street # 101, Tempe, AZ</u>	<u>85281</u>

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Last	First	Middle	% Owned	Mailing Address	City State Zip
			<u>100</u>	<u>1250 W. Washington Street # 101, Tempe, AZ</u>	<u>85281</u>

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 8 Club Applicants:

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

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? YES NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

14 DEC 16 09:49:09 PM '08

SECTION 7 Corporation/Limited Liability Co.:

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

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

1. Name of Corporation/L.L.C.: Western Refining Retail, LLC
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 9/16/2014 State where Incorporated/Organized: Delaware
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: R-1954747-6 Date authorized to do business in AZ: 09/25/2014
5. Is Corp./L.L.C. Non-profit? YES NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
Western Refining Southwest, Inc.			Sole Memb	1250 W. Washington Street # 101, Tempe, AZ	85281

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Last	First	Middle	% Owned	Mailing Address	City State Zip
Western Refining Southwest, Inc.			100	1250 W. Washington Street # 101, Tempe, AZ	85281

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 8 Club Applicants:

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

1. Name of Club: _____ Date Chartered: _____
 (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? YES NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

14 NOV 20 149. Dept RM1033

14 DEC 16 149. Dept RM 833

Western Refining Southwest, Inc.

Sole Member of Western Refining Retail, LLC

*The following officers are officers of:
Western Refining Retail, LLC and Western Refining Southwest, Inc.*

Robert C. Sprouse, Vice President-Retail
1250 W. Washington St., # 101, Tempe, AZ 85281

Gary R. Dalke, Chief Financial Officer
1250 W. Washington St., # 101, Tempe, AZ 85281

William R. Jewell, Chief Accounting Officer
1250 W. Washington St., # 101, Tempe, AZ 85281

Mark J. Smith, President – Refining and Marketing
1250 W. Washington St., # 101, Tempe, AZ 85281

Giant Industries, Inc.

100% stockholder of Western Refining Southwest, Inc.

Western Refining, Inc. (NYSE: WNR) – Publicly Traded Company

100% stockholder of Giant Industries, Inc.

*The following officers are officers of:
Giant Industries, Inc. and Western Refining, Inc.*

Gary R. Dalke, Chief Financial Officer
1250 W. Washington St., # 101, Tempe, AZ 85281

William R. Jewell, Chief Accounting Officer
1250 W. Washington St., # 101, Tempe, AZ 85281

Mark J. Smith, President – Refining and Marketing
1250 W. Washington St., # 101, Tempe, AZ 85281

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

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

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

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

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

SECTION 11 Person to Person Transfer:

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

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
3. Current Business Name: _____
(Exactly as it appears on license)
4. Physical Street Location of Business: Street _____
City, State, Zip _____
5. License Type: _____ License Number: _____
6. If more than one license to be transfered: License Type: _____ License Number: _____
7. Current Mailing Address: Street _____
(Other than business) City, State, Zip _____
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
9. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, _____, hereby authorize the department to process this application to transfer the
(print full name)
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

(Signature of CURRENT LICENSEE)

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

Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

14 NOV 20 11:49: Dept RM1033

14 DEC 16 11:49: Dept RM 8 53

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

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

AMENDMENT

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

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

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

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

14 DEC 16 11:47 AM '03

- 1. Distance to nearest school: 1,584 ft. Name of school Safford Middle School
Address 698 W. 11th Street, Safford, AZ 85546
City, State, Zip
- 2. Distance to nearest church: 446 ft. Name of church Harvest Tabernacle
Address 700 S. 7th Ave. Safford, AZ 85546
City, State, Zip
- 3. I am the: Lessee Sublessee Owner Purchaser (of premises)
- 4. If the premises is leased give lessors: Name ARCP WS Portfolio 1- C/O American Realty Capital Properties, Inc.
Address 2325 E. Camelback Rd. # 1100. Phoenix, AZ 85016
City, State, Zip
- 4a. Monthly rental/lease rate \$ 256,718.75 What is the remaining length of the lease 20 yrs. 0 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ _____ or other Lose Site
(give details - attach additional sheet if necessary)
- 5. What is the total business indebtedness for this license/location excluding the lease? \$ 0
Please list lenders you owe money to:

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

- 6. What type of business will this license be used for (be specific)? Gas Station/Convenience Store

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

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

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

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

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

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

1. Distance to nearest school: 1,584 ft. Name of school Safford Middle School
Address 698 W. 11th Street, Safford, AZ
City, State, Zip _____

2. Distance to nearest church: 446 ft. Name of church Harvest Tabernacle
Address 700 S. 7th Ave. Safford, AZ
City, State, Zip _____

3. I am the: Lessee Sublessee Owner Purchaser (of premises)

4. If the premises is leased give lessors: Name ARCP WS Portfolio 1- C/O American Realty Capital Properties, Inc.
Address 2325 E. Camelback Rd. # 1100. Phoenix, AZ 85016
City, State, Zip _____

4a. Monthly rental/lease rate \$ 256,718.75 What is the remaining length of the lease 20 yrs. 0 mos.

4b. What is the penalty if the lease is not fulfilled? \$ _____ or other Lose Site
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Gas Station/Convenience Store

14 NOV 20 14:49:24

14 DEC 16 14:49:24

SECTION 13 - continued

- 7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
- 8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
- 9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:
 License # 10051004 (exactly as it appears on license) Name Rodney Scott Herbert

SECTION 14 Restaurant or hotel/motel license applicants:

- 1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:
 ----- and license #: -----
Last First Middle
- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

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

applicants initials

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

- 1. Check ALL boxes that apply to your business:
 Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous
- 2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? _____
month/day/year
- 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

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

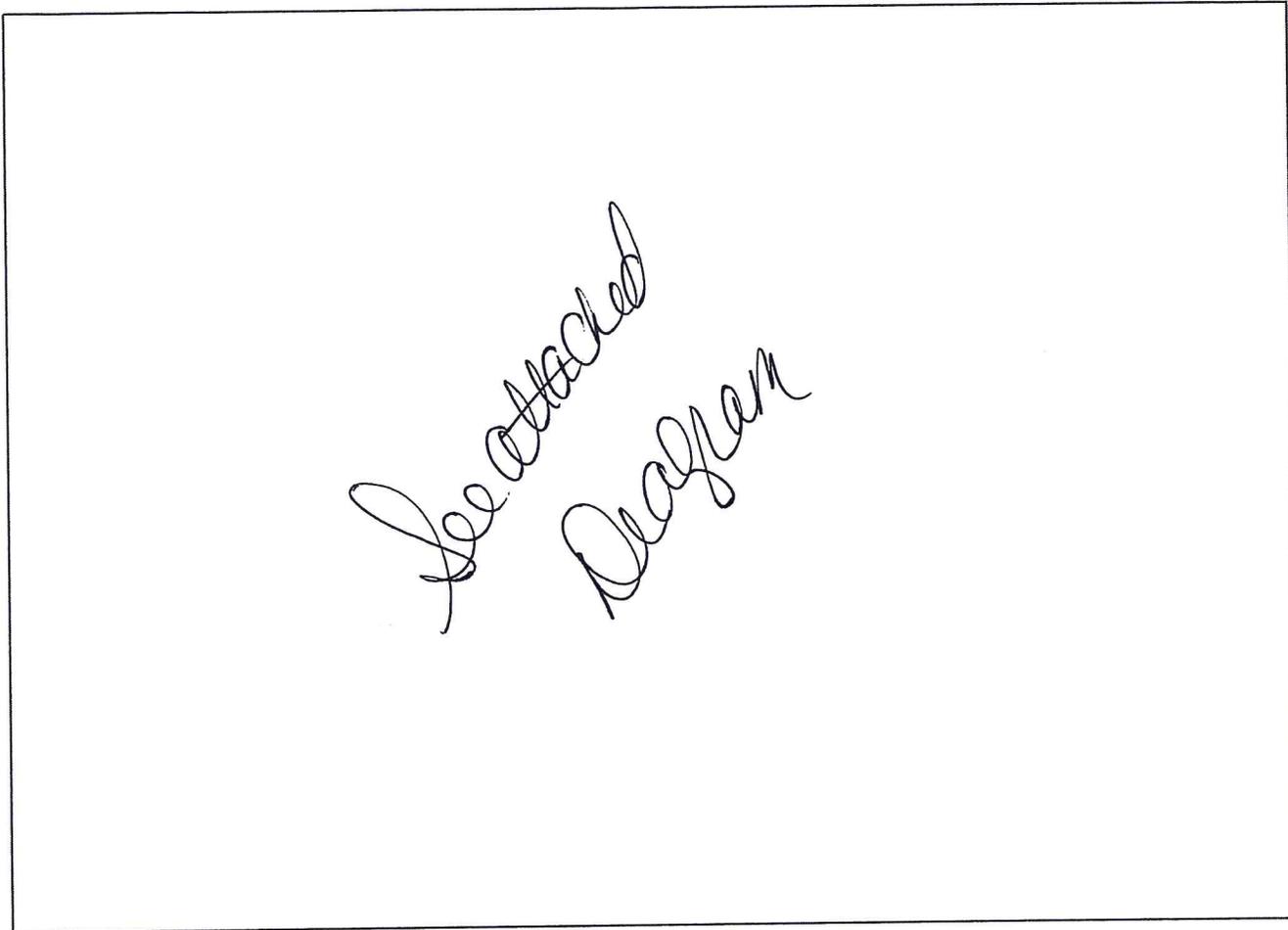
RKB
applicants initials

14 NOV 20 11:49 AM 10053
14 DEC 16 11:49 AM 8 38

SECTION 15 Diagram of Premises

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

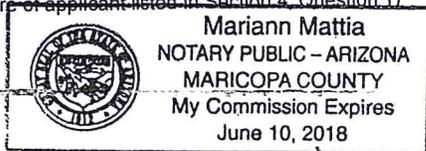
If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

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

X Roger Kenneth Burton
(signature of applicant listed in Section 4, Question 1)



State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 14th of November 2014
Day Month Year

Mariann Mattia
signature of NOTARY PUBLIC

My commission expires on: 10 08 2018
Day Month Year

Project No.	8713
Scale	AS SHOWN
Date	1/13/83
Drawn	MS
Checked	MS
Revised	

MINIT MART
FOR: GORDON REAY
SAFORD ARIZONA



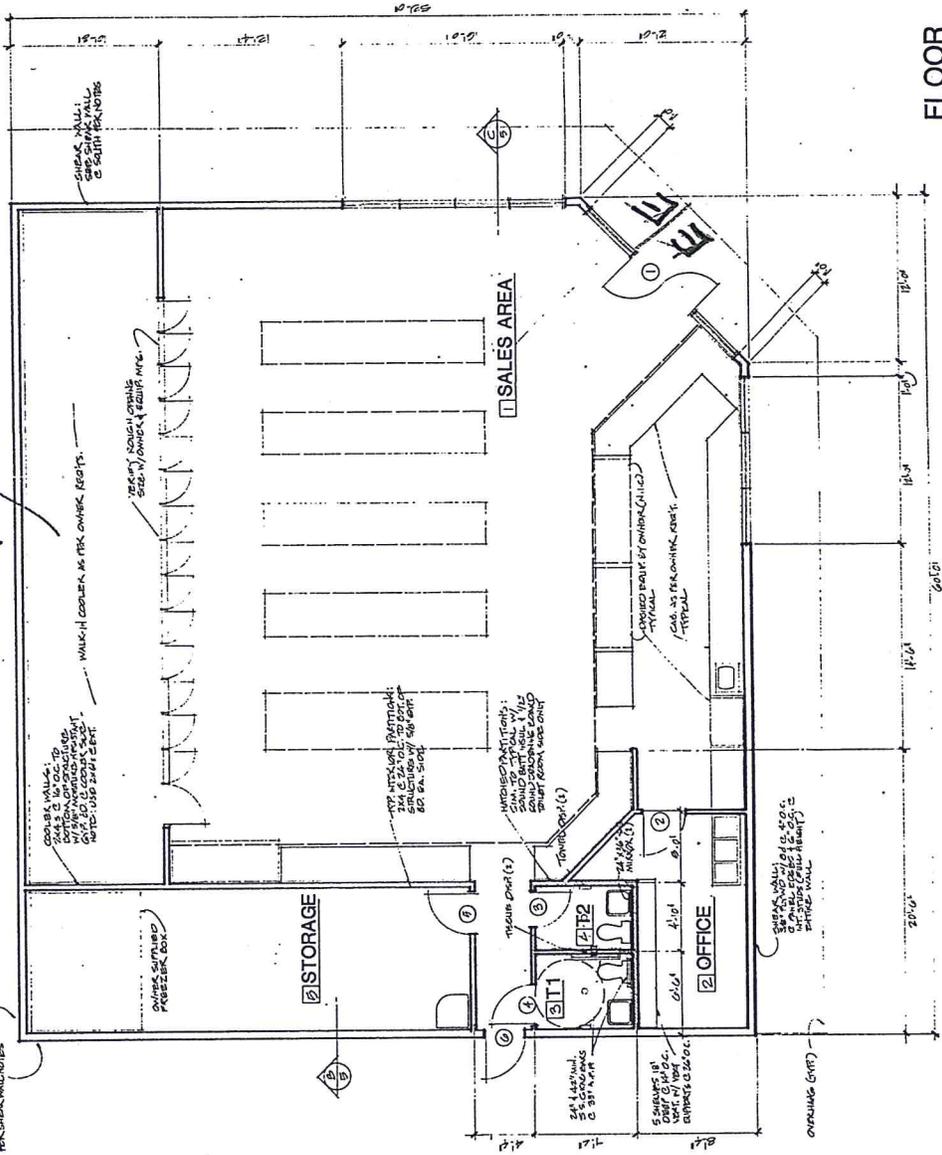
BURTON
Architects
555 EAST AVE. ROAD SUITE 200
TUCSON, ARIZONA 85704
4021-888-3773

Sheet No. 3
of 7

FLOOR PLAN

FLOR # 679 F

Liquid Storage



14 NOV 20 1979. Dept RM1023

14 DEC 16 1979. Dept RM 8 89

NUMBER	DESCRIPTION	QUANTITY	REMARKS
1	1/2" X 1/2" BRICK	1	FOR SIGN
2	1/2" X 1/2" BRICK	1	FOR SIGN
3	1/2" X 1/2" BRICK	1	FOR SIGN
4	1/2" X 1/2" BRICK	1	FOR SIGN
5	1/2" X 1/2" BRICK	1	FOR SIGN
6	1/2" X 1/2" BRICK	1	FOR SIGN
7	1/2" X 1/2" BRICK	1	FOR SIGN
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96	1/2" X 1/2" BRICK	1	FOR SIGN
97	1/2" X 1/2" BRICK	1	FOR SIGN
98	1/2" X 1/2" BRICK	1	FOR SIGN
99	1/2" X 1/2" BRICK	1	FOR SIGN
100	1/2" X 1/2" BRICK	1	FOR SIGN

SCREEN VALUE

COMPOSITE INSTRUCTIONS

BASE / OVERLAY NO.



CITY COUNCIL COMMUNICATION

TO: Mayor and Council
FROM: Georgia Luster, City Clerk
SUBJECT: Liquor License Applications
DATE: Monday, January 26, 2015 at 6:00 p.m.

Purpose and Recommended Action:

Recommendation to the State Liquor board approving or denying applications for three (3) Interim Permit/New License, Series 10 Beer and Wine applications submitted by Roger Kenneth Burton on behalf of: 1) Giant Store #644, located at 1780 W. Hwy 70; 2) Giant Store #670 located at 105 East Hwy 70; and, 3) Giant Store #674 located at 750 8th Avenue, Safford, Arizona.

INFORMATION/DISCUSSION/ACTION

Staff is recommending the Mayor and City Council approve recommendation to the Arizona State Liquor Board.

Attachments: Applications – See Item #5



CITY COUNCIL COMMUNICATION

TO: Mayor and Council

FROM: Dustin Welker, Planning and Community Development Director

SUBJECT: Placement of Monument on Main Street

DATE: Monday, January 26, 2015 at 6:00 p.m.

Purpose and Recommended Action: This is a request for the Mayor and Council to approve the placement of a monument on the newly constructed bump-out area on the north side of the corner of Main Street and 8th Avenue.

Background: The Gila Valley Leadership Group (GVLG) as part of their yearly project has raised sufficient funding from numerous entities to purchase a monument as a memorial to children who have been victims of child abuse (see picture of monument attached). The monument depicts two children sitting on a bench reading a book together and there would be a plaque on the monument stating its purpose. The GVLG has requested permission for the installation of the monument at the northeast corner of Main Street and 8th Avenue.

Analysis: Monuments such as this are common in pedestrian downtown areas and we feel it would be appropriate for the area. With the newly constructed bump-outs, there is plenty of space for the monument and we feel it would be pleasing aesthetically.

Recommendation: Staff is recommending that the City Council approve the placement of a monument on the newly constructed bump-out area on the northeast corner of Main Street and 8th Avenue.



WORLD OF BRONZE
EST. 1967



CITY COUNCIL COMMUNICATION

TO: Mayor and Council

FROM: Dustin Welker, Planning and Community Development Director

SUBJECT: 2015 Gila Valley Health, Safety and Science Festival

DATE: Monday, January 26, 2015 at 6:00 p.m.

Purpose and Recommended Action: This is a request for the Mayor and Council to approve a request for sponsorship from the 2015 Gila Valley Health, Safety and Science Festival. The Festival is will be held on the EAC campus on February 26-28, 2015 and is an expansion of the traditional health fair offered by Mt. Graham Regional Medical Center. It features hands-on science activities for families and the general public that showcase innovation and technology in the Gila Valley. Please see the attached letter of request from the SciTech Gila Valley Festival Committee.



SPONSOR COMMITMENT

Name of Sponsor : _____

Mailing Address: _____ City/State/Zip _____

Contact Person: _____ Phone #: _____

Email Address: _____

Sponsor Benefits:

- Logo on Festival web site (hosted by EAC)**
- Sponsor Organization Name mentioned in Murray Communication radio ads**
- Logo on Facebook Page (hosted and managed by EAC)**
- Logo on Festival posters to be distributed at Graham County schools and in community**

Support levels:

- Gold \$1,000 or more
- Silver \$500→\$999
- Copper \$200→\$499
- Turquoise \$50→\$100

*Thank you for helping make the
Gila Valley Health, Safety & Science Festival possible.*

Please complete form and return no later than January 31, 2015!

Mail to:

Mt. Graham Regional Medical Center
1600 S 20th Ave., Safford, Arizona 85546
C/O Ryan Rapier





January 21, 2015

To: Safford City Council
Re: Festival Sponsorship

Dear Council members:

We are pleased to announce the 2015 Gila Valley Health, Safety and Science Festival! The 2015 Festival is February 26-28, 2015 and is an expansion of the traditional health fair offered by Mt. Graham Regional Medical Center. It features hands-on science activities for families and the general public that showcase innovation and technology in the Gila Valley. We will offer opportunities to learn what it takes to be successful in many science-related careers and interact with Valley organizations and EAC students enrolled in science degree programs. We will also feature local food and music performances during our three-day event, which takes place at Eastern Arizona College's North and Discovery Park Campuses. This Festival is offered free to the public and features a drawing for science-related prizes to those who complete a number of activities.

I am writing to ask the City to help bring this event to local families at a Silver sponsor level or level of your choosing. Other cash sponsors include Graham County, Freeport-McMoran, Graham County Chamber of Commerce, and the National Science Foundation. In-kind sponsors include Mt. Graham Regional Medical Center, CMI Printing, Arizona SciTech Festival, and Eastern Arizona College. A list of activities and a sponsor form are included for your reference.

The Gila Valley is home to many who are doing cutting-edge work in the sciences of manufacturing, energy, medicine, agriculture, mining and the outdoor environment. This Festival celebrates what is already here and entices students to become involved in science careers which will bring further innovation to the Valley economy going forward, ensuring a successful future. The inaugural Festival has been awarded "signature event" status by the Arizona SciTech organization. Our event url is: <http://www.eac.edu/SciTechFestival>

The 2015 Gila Valley Festival is being produced by a collaboration of community leaders who make up our planning committee and in alliance with Graham County Schools. If you have any questions, contact Ryan Rapier at 928-348-3748 or Joe Goodman at 928-428-0410. We look forward to partnering with you and hope to see you at the Festival!

Sincerely,

Angie Laskarides
Senior Program Coordinator, ASU Lodestar Center, and
Gila Valley Health, Safety & Science Festival Chair

Enclosures (2)

Gila Valley Health, Safety, and Science Festival

February 26-28, 2015

1. Student Activities Center: Health Screenings, Blood Draws, Vendor Showcase and all traditional Mt. Graham Regional Medical Center Health Fair Activities
2. Helicopter – **Taz Brinkerhoff and Mark Kempton** – Lawn outside the Activities Center
3. Gila Valley Farming Technology – **Bill Brandau/Cindy Pearson** – U of A Cooperative Extension

Additional Activities on Saturday, February 28

4. Crash Scene – **Mark Madsen** with the Town of Thatcher Police Department
5. Thermite/Elephant Toothpaste – **Joel Shelton** – Sand Volleyball Court
 - Witness some exciting exothermic chemical demonstrations.
6. Bowling Ball Swing – **Madhuri Bapat** – Trees by the canal
 - Explore physics concepts with a bowling ball swing and a bed of nails
7. Water quality analysis of Tap water vs. Canal Water – **Dave Henson** – Bridge over the canal
 - A look at the composition of water chemistry using high tech digital hydrolab equipment. Tests for pH, DO₂, EC, Temp., salinity, and TDS. Explore how the earth serves as a natural filter for well and aquifer water.
8. Trebuchet – **Tom Palmer** – Lawn area west of the Math/Science Building
 - Learn engineering skills using a custom trebuchet machine to launch projectiles in a challenge that will test distance, accuracy and power!
9. Solar Telescopes – **David Morris** – Lawn area west of the Math/Science Building
 - Safely view the sun with a solar telescope
10. Welding Demonstrations – **Dee Lauritzen** – West Entrance to the Math/Science Building
 - Simple welding techniques will be demonstrated
11. Plastic Injection Molding Machine – **Dee Lauritzen** – West Entrance to Math/Science Building
 - Create simple medallions for key rings with this injection molding machine
12. Electricity and Magnetism – **Dee Lauritzen** – MS-101
13. 3-D Printer – **Dee Lauritzen** – MS-103
14. Green Screen Video – **Dee Lauritzen** – MS-105
15. Rangoli Art or Physics Activity – **Madhuri Bapat** – MS-109
16. Planetary Science Activity – **David Morris** – MS-316
 - This activity will involve using the vacuum pump to create ‘boiling cold water’ and demonstrate other properties of air and atmospheres in general.
17. Rock and Mineral Properties and Identification – **David Morris** – MS-316
 - A rock and mineral properties and identification demonstration suitable for all ages.
18. The Amazing Body – **Tammy Gillespie** – MS-312

- Come and experiment with the wonderful, yet sometimes puzzling, things about our bodies. Like why I can't taste things when I have a cold; or why my kids won't eat broccoli; or what are those lights I see when I push on my closed eyes. So much to learn and explore!
19. Fighting Pathogens and Sickness – **Willis Haws** – MS-412
 - Find out how hand washing, a technique that we need to do better on, can stop the spread of pathogens and sickness.
 20. DNA Fingerprinting – **Michael McCarthy** – MS-420
 - Find the criminal or the true father of that baby. The use of DNA fingerprinting is used on every crime show on TV. Daytime shows confirm the paternity of the baby using DNA. How does that work? Come to the biology department and learn the characteristics of DNA that allow it to be used to identify these people. See a demonstration of how DNA fingerprinting works.
 21. Cartesian Divers – **Duane DeSpain** – MS-401
 - Learn about Cartesian Divers - a Make-&-Take Activity
 22. Silvering Bottles and Christmas Ornaments – **Joel Shelton** – MS-407
 - Mix chemicals to create a beautiful silver bottle or ornament.
 23. The Expansion of Matter - **Rebecca Bell** –MS-402
 - Compete to create the quickest Film Canister Popper and use an Alcohol cannon to shoot a Nerf ball into a basketball hoop.
 24. Blood and Bones – **Carolyn McCormies** –MS-404
 - Draw blood from a mannequin and create a finger cast as you learn some exciting nursing skills.
 25. Rolling River Floodplain – Bill Brandau/Cindy Pearson – U of A Cooperative Extension
 26. Leaky House Water Conservation - Bill Brandau/Cindy Pearson – U of A Cooperative Extension

North Campus Presentations

- 11:00** A Mutualistic Symbiotic Relationship: Partnering with Eastern Arizona College on STEM Based Projects – **Dave Henson**
- 11:30** Size and Age of the Universe – **David Morris** –Explore the size and age of the Universe through a visually driven query and response roundtable.
- 12:00** Solar System activity – **David Morris** - Community members learn the relative scale of our solar system by creating a pocket sized scale model. This activity is for all ages.
- 12:30 (open)**
- 1:00** Chemistry Magic Show – Watch chemistry come alive with some exciting chemistry demonstrations – **Organic Chemistry Students**

EAC Discovery Park Campus - Saturday, February 28, 2015

4:00pm EAC Discovery Park Campus open to public

4:00pm – 6:30pm Student musicians performing in the Grand Kiva (*Schedule still pending*)

4:00pm – 4:30pm Pima High School Choir – *Mr. Bradley*
4:30pm – 5:00pm Pima High School Band – *Mrs. Bennett*
5:00pm – 5:30pm Thatcher Middle School Choir – *Mrs. Smith*
5:30pm – 6:00pm Thatcher High School Instrumental – *Ms. Sundt*
6:00pm – 6:30 pm Thatcher High School Choir – *Mrs. Brown*
6:30pm – 7:00pm the Gila Valley String Quartet – *Franklin Alvarez*

4:00pm – 6:00pm Seed project at greenhouse - Gila Watershed Partnership

4:00pm – 6:00pm Freeport-McMoRan Owl pellet activity in conjunction with Science City

6:30pm – 8:30pm Star gazing with Desert SkyGazers Astronomy Club EAC Astronomy

6:30pm – 8:30pm Galleries, Polaris Shuttle Simulator, Video in Jupiter Room

9:00pm Festival Closes



CITY COUNCIL COMMUNICATION

TO: Mayor and Council

FROM: Randy Petty, P.E.
City Engineer

SUBJECT: Purchase of Real Property – Birdno Family Trust
1424 W. Thatcher Blvd and adjoining 5.95 Acres

DATE: January 26, 2015 at 6:00 p.m.

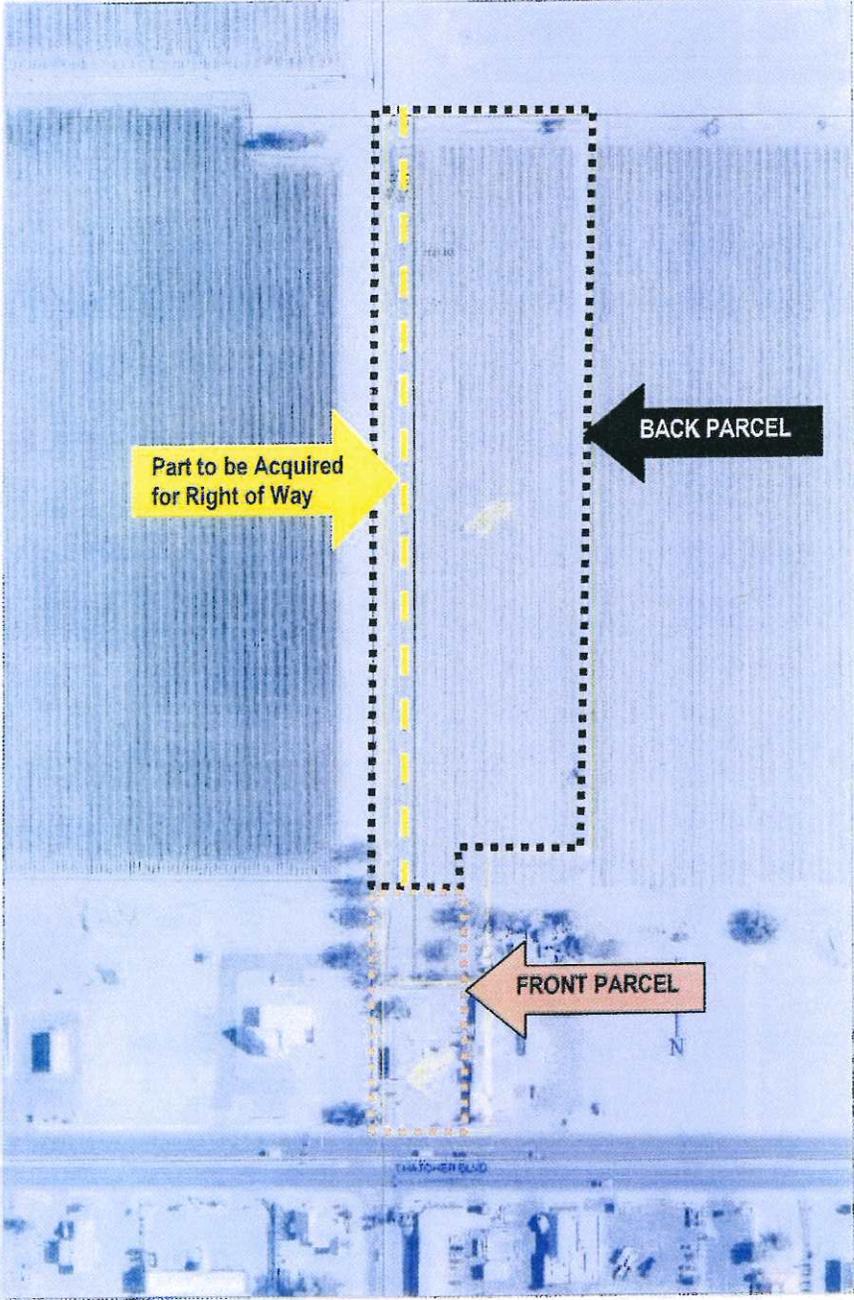
Purpose and Recommended Action: City Staff is requesting approval from the Mayor and Council for the City Manager to enter into an agreement with the Birdno Family Trust to purchase two parcels of land. These parcels are Graham County Assessor’s Parcels 102-17-026 (5.95 acres) and 102-17-012A (0.91 acres) (See Attached map).

Background: This property came up for sale last year and the City desires to purchase this property for future use. The property was appraised by Southwest Appraisal Associates, Inc. of Tucson, Arizona and the date of value opinion is December 11, 2014. This appraised opinion of value for the total 6.86 acres is \$810,000. Through our negotiations with the Trust, the two parties have agreement on a price of \$665,000. Staff is requesting approval from the Mayor and Council to purchase the entire 6.86 acres (both parcels) for that amount.

Analysis:

**SUBJECT PROPERTY
AERIAL VIEW**

Attachment to Purchase of
Real Property - Birdno Family
Trust



Depiction Approximate, Not To Scale



CITY COUNCIL COMMUNICATION

TO: Mayor and Council

FROM: Terry Quest, Finance Director

SUBJECT: Resolution Number 15-005 Series A Tax-Exempt; Resolution Number 15-006 Series B Tax-Exempt; Resolution Number 15-007 Series C Taxable; and Resolution Number 15-008 Series D Tax-Exempt.

DATE: Monday, January 26, 2015 at 6:00 p.m.

Purpose and Recommended Action:

Consideration and possible adoption of multiple resolutions providing for all matters necessary for the sale and execution and delivery of multiple series of excise tax revenue and revenue refunding obligations, each series evidencing all of the interest of the holder of the applicable installment payments of the purchase price to be paid pursuant to the corresponding excise tax purchase agreement; delegating certain authority with respect to the purposes thereof; adopting post-issuance tax compliance procedures and declaring an emergency in the case of each resolution. (Staff, Terry Quest)

INFORMATION/DISCUSSION/ACTION

Background:

Analysis:

RESOLUTION NUMBER 15-005
(SERIES A TAX-EXEMPT)

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAFFORD, GRAHAM COUNTY, ARIZONA (A) **REVOKING RESOLUTIONS NO.S 14-038 AND 14-039 ADOPTED ON DECEMBER 22, 2014**, AND (B)(1) PROVIDING FOR THE SALE AND EXECUTION AND DELIVERY PURSUANT TO A FIRST EXCISE TAX TRUST AGREEMENT (TAX-EXEMPT SERIES A) OF AN EXCISE TAX REVENUE REFUNDING OBLIGATION (TAX-EXEMPT), SERIES 2015A, EVIDENCING ALL OF THE INTERESTS OF THE HOLDER THEREOF IN INSTALLMENT PAYMENTS OF THE PURCHASE PRICE TO BE PAID BY THE CITY OF SAFFORD, ARIZONA, PURSUANT TO A FIRST EXCISE TAX PURCHASE AGREEMENT (TAX-EXEMPT SERIES A); (2) AUTHORIZING THE COMPLETION, EXECUTION AND DELIVERY WITH RESPECT THERETO OF AGREEMENTS NECESSARY OR APPROPRIATE AS PART OF THE REFINANCING AND PAYING RELATED FINANCING COSTS; (3) DELEGATING TO THE MAYOR, THE CITY MANAGER AND THE FINANCE DIRECTOR CERTAIN AUTHORITY WITH RESPECT TO THE PURPOSES HEREOF; (4) ADOPTING POST-ISSUANCE TAX COMPLIANCE PROCEDURES IN CONNECTION WITH ISSUANCE OF OBLIGATIONS OF THE CITY; (5) AUTHORIZING THE FINANCE DIRECTOR TO EXPEND ALL NECESSARY FUNDS THEREFOR AND (6) DECLARING AN EMERGENCY

WHEREAS, the Mayor and Council of the City of Safford, Arizona (the "City"), have previously adopted Resolutions No.s 14-038 and 14-039 (hereinafter referred to as the "Prior Resolutions") to provide to prepay certain amounts due pursuant to certain project lease/purchase agreements (the "Hangar Leases") entered into between the City and The Stockmans Bank for the purpose of financing the costs of hangars at the airport of the City and prepay a portion of the amounts due pursuant to the Loan Repayment Agreement, dated as of March 1, 2006 (the "First Loan Repayment Agreement"), entered into between the City and the Greater Arizona Development Authority for the purpose of financing the costs of street improvements in and for the City (hereinafter referred to, collectively, as the "Prior Projects") and prepay certain amounts due pursuant to the Hangar Leases entered into between the City and The Stockmans Bank for the purpose of financing the costs of the Airport Prior Projects; and

WHEREAS, the Mayor and Council of the City have now determined to deal with refinancing the costs of the Prior Projects differently as well as to finance an additional project; and

WHEREAS, the Mayor and Council of the City have in that regard determined to prepay a portion of the amounts due pursuant to the Loan Repayment Agreement, dated as of March 1, 2006 (the “First Loan Repayment Agreement”), entered into between the City and the Greater Arizona Development Authority for the purpose of financing the costs of street improvements in and for the City (hereinafter referred to as the “GADA Prior Project”) by entering into a First Excise Tax Purchase Agreement (Tax-Exempt Series A), to be dated as of the first day of the month of the dated date of the hereinafter described Series 2015A Obligation (hereinafter referred to as the “Purchase Agreement”), in substantially the form presented at the meeting at which this Resolution was adopted, by which the City will agree to purchase a certain portion of the GADA Prior Project; and

WHEREAS, the acquisition of such portion of the GADA Prior Project will be financed through the sale and execution and delivery of all of the interests (hereinafter referred to as the “Series 2015A Obligation”) in the Purchase Agreement pursuant to, and secured by, a First Excise Tax Trust Agreement (Tax-Exempt Series A), to be dated as of the date of the Purchase Agreement (hereinafter referred to as the “Trust Agreement”), from the City to a trustee appointed as provided herein (including any successor appointed and acting in such capacity, hereinafter referred to as the “Trustee”), in substantially the form presented at the meeting at which this Resolution was adopted; and

WHEREAS, the Mayor and Council of the City will receive a proposal from Stifel, Nicolaus & Company, Incorporated, serving in the capacity of and designated as the placement agent (hereinafter referred to as the “Placement Agent”), and not acting as a municipal advisor as defined in the “Registration of Municipal Advisors” rule promulgated by the United States Securities and Exchange Commission, and has determined that the Series 2015A Obligation should be placed by the Placement Agent and pursuant to the Strategic Alliance of Volume Expenditures (SAVE) Cooperative Response Proposal #C-007-1213; and

WHEREAS, the Placement Agent will submit such proposal to place the Series 2015A Obligation pursuant to a standard form of placement agent agreement, to be dated the date of placement of the 2015 Obligation (hereinafter referred to as the “Placement Contract”), by and between the City and the Placement Agent; and

WHEREAS, pursuant to the Internal Revenue Code of 1986, as amended (hereinafter referred to as the “Code”), and the regulations promulgated thereunder (hereinafter referred to as the “Regulations”), issuers of obligations, the interest on which is intended to be excludable from the gross income of the owners thereof for federal income tax purposes (hereinafter referred to as “Tax-Exempt Obligations”), are required to establish policies and procedures to ensure compliance with the applicable provisions of the Code and the Regulations; and

WHEREAS, it is further also determined that procedures should be adopted in order to ensure that Tax-Exempt Obligations issued by the City comply with the provisions of the Code and the Regulations (hereinafter referred to as the “Procedures”); and

WHEREAS, there have been presented to the Mayor and Council of the City at the meeting at which this Resolution was considered (i) the proposed form of the Purchase Agreement; (ii) the proposed form of the Trust Agreement and (iii) the proposed form of the Procedures; and

WHEREAS, the City has the requisite power and authority to execute and deliver the Purchase Agreement and to cause the sale and execution and delivery of the Series 2015A Obligation, and all acts, conditions and things required by the Constitution and laws of the State of Arizona and the requirements of the City to happen, exist and be performed precedent to and as a condition to the adoption of this Resolution have happened, exist and been performed in the time and manner required to make the Purchase Agreement a valid and binding limited, special obligation of the City;

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

Section 1. Revocation of Resolutions No.s 14-039 and 14-039. The Prior Resolutions are revoked for all purposes, retroactive to the date of their adoption.

Section 2. Authorization and Execution and Delivery of Documents and Obligation.

(a) For the purpose of providing funds to finance the costs of the acquisition of certain portions of the GADA Prior Project and the related costs of the sale and execution and delivery of the Series 2015A Obligation, the Series 2015A Obligation shall be sold and executed and delivered. The Series 2015A Obligation shall be dated the date of its initial authentication and delivery and shall be issued in such form and denomination, shall be executed in such manner and shall have such other provisions as set forth in the form of the Trust Agreement, with such additions, deletions and modifications consistent with this Resolution as shall be approved by the officers of the Trustee executing and delivering the same on behalf of the Trustee, the execution and delivery thereof to constitute conclusive evidence of their approval and of such additions, deletions or modifications. The identity of the Trustee, the aggregate principal amount of the Series 2015A Obligation (but not to exceed \$6,000,00) and the dates the same shall be payable and prepayable, the period over which the Series 2015A Obligation shall become payable (but not later than July 1, 2030), the payment dates and payment amounts of the First Loan Repayment Agreement to be prepaid, the date on and price at which the Series 2015A Obligation shall be sold (including provisions for any premium or discount) and the entity to which the Series 2015A Obligations shall be sold and the rates of interest the Series 2015A Obligation shall bear (but, except in the case of default or an event of taxability, not greater than six percent) and the dates the same shall be payable shall be determined by the Mayor, the City Manager or the Finance Director of the City or the designees of any of them (hereinafter referred to as, collectively, the "Authorized Representatives") to which such authority is hereby delegated. (The First Loan Repayment Agreement shall be prepaid on the earliest available date.)

(b) The Mayor or, in the absence thereof, the Vice Mayor are hereby authorized to execute, and the Clerk is hereby authorized to attest and deliver, respectively, the Purchase Agreement, the Trust Agreement and the Placement Contract as well as, if necessary, a standard form of escrow trust agreement, to be dated as of the first day of the month of the dated date of the Series 2015A Obligation (hereinafter referred to as the "Escrow Trust Agreement"), between the Trustee in its separate capacity as escrow trustee (hereinafter referred to as the "Escrow Trustee"), and the City, for the establishment, if necessary, of an escrow to pay principal of and interest on the First Loan Repayment Agreement and to prepay amounts due pursuant to the First Loan Repayment Agreement which are hereby approved, with such additions, deletions and

modifications as shall be approved by those officers executing and delivering the same on behalf of the City, the execution and delivery thereof to constitute conclusive evidence of their approval, and of such additions, deletions and modifications.

(c) The Trustee is hereby requested to execute and deliver the Series 2015A Obligation, the Purchase Agreement and the Trust Agreement to accomplish the purposes hereof. The Escrow Trustee is hereby requested to execute and deliver the Escrow Trust Agreement to accomplish the purposes hereof.

(d) The Authorized Representatives are hereby authorized to cause the sale and execution and delivery of the Series 2015A Obligation pursuant to the Placement Contract and are hereby delegated the authority to complete any information missing in, or necessary for the consummation of the transactions contemplated by, the Purchase Agreement, the Trust Agreement, the Escrow Trust Agreement and the Placement Contract. The Finance Director is hereby authorized to receive and expend such funds as necessary to accomplish the purposes of this Resolution, including payment of installment payments related to debt service on the Series 2015A Obligation.

Section 3. Procedures in Connection with Tax-Exempt Obligations. The Procedures are hereby adopted to establish policies and procedures in connection with Tax-Exempt Obligations issued by the City to ensure that all applicable post-issuance requirements of the Code and the Regulations needed to preserve the status of such Tax-Exempt Obligations are met. The right to use discretion as necessary and appropriate to make exceptions or request additional provisions with respect to the Procedures as may be determined is hereby reserved. The right to change the Procedures from time to time, without notice, is also reserved.

Section 4. Severability. All actions of the officers, employees and agents of the City including the Council which conform to the purposes and intent of this Resolution and which further the issuance and sale of the Series 2015A Obligation as contemplated by this Resolution, whether taken before or after adoption of this Resolution, are hereby ratified, confirmed and approved. The proper officers and agents of the City are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this Resolution.

Section 5. Ratification of Actions. All actions of the officers, employees and agents of the City including the Council conform to the purposes and intent of this Resolution and which further the actions contemplated by this Resolution, whether taken before (except the Prior Resolutions) or after adoption of this Resolution, are hereby ratified, confirmed and approved. The proper officers and agents of the City are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this Resolution.

Section 6. Emergency. The immediate operation of this Resolution is necessary for the preservation of the public health and welfare, particularly to be able to finance the capital needs of the City on the most advantageous terms presently available, and an emergency is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage and approval

by the Mayor and Council of the City, as required by law, and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED, ADOPTED, AND APPROVED this 26th day of January, 2015.

Wyn "Chris" Gibbs, Mayor
City of Safford, Arizona

ATTEST:

Georgia Luster, MMC. City Clerk
City of Safford, Arizona

APPROVED AS TO FORM:

William J. Sims, III, Interim City Attorney
City of Safford, Arizona

CERTIFICATION

I hereby certify that the foregoing Resolution Number 15-005 was duly passed and adopted by the Mayor and Council of the City of Safford, Arizona, at a regular meeting held on the 26th day of January, 2015, and the vote was ayes and nays and that the Mayor and Councilmembers were present thereat.

Georgia Luster, MMC, City Clerk
City of Safford, Arizona

RESOLUTION NUMBER 15-006
(**SERIES B TAX-EXEMPT**)

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAFFORD, GRAHAM COUNTY, ARIZONA (1) PROVIDING FOR THE SALE AND EXECUTION AND DELIVERY PURSUANT TO A SECOND EXCISE TAX TRUST AGREEMENT (TAX-EXEMPT SERIES B) OF AN EXCISE TAX REVENUE REFUNDING OBLIGATION (TAX-EXEMPT), SERIES 2015B, EVIDENCING ALL OF THE INTERESTS OF THE HOLDER THEREOF IN INSTALLMENT PAYMENTS OF THE PURCHASE PRICE TO BE PAID BY THE CITY OF SAFFORD, ARIZONA, PURSUANT TO A SECOND EXCISE TAX PURCHASE AGREEMENT (TAX-EXEMPT SERIES B); (2) AUTHORIZING THE COMPLETION, EXECUTION AND DELIVERY WITH RESPECT THERETO OF AGREEMENTS NECESSARY OR APPROPRIATE AS PART OF THE REFINANCING AND PAYING RELATED FINANCING COSTS; (3) DELEGATING TO THE MAYOR, THE CITY MANAGER AND THE FINANCE DIRECTOR CERTAIN AUTHORITY WITH RESPECT TO THE PURPOSES HEREOF; (4) AUTHORIZING THE FINANCE DIRECTOR TO EXPEND ALL NECESSARY FUNDS THEREFOR AND (5) DECLARING AN EMERGENCY

WHEREAS, the Mayor and Council of the City of Safford, Arizona (the "City"), have determined to prepay amounts due pursuant to certain project lease/purchase agreements (the "Hangar Leases") entered into between the City and The Stockmans Bank for the purpose of financing the costs of hangars at the airport of the City and not the subject of any other resolution adopted on the date of adoption of this Resolution (hereinafter referred to, collectively, as the "Tax-Exempt Airport Prior Projects") by entering into a Second Excise Tax Purchase Agreement (Tax-Exempt Series B), to be dated as of the first day of the month of the dated date of the hereinafter described Series 2015B Obligation (hereinafter referred to as the "Purchase Agreement"), in substantially the form presented at the meeting at which this Resolution was adopted, by which the City will agree to purchase a certain portion of the Tax-Exempt Airport Prior Projects; and

WHEREAS, the acquisition of such portion of the Tax-Exempt Airport Prior Projects will be financed through the sale and execution and delivery of all of the interests (hereinafter referred to as the "Series 2015B Obligation") in the Purchase Agreement pursuant to, and secured by, a Second Excise Tax Trust Agreement (Tax-Exempt Series B), to be dated as of the date of the Purchase Agreement (hereinafter referred to as the "Trust Agreement"), from the City to a trustee appointed as provided herein (including any successor appointed and acting in such capacity, hereinafter referred to as the "Trustee"), in substantially the form presented at the meeting at which this Resolution was adopted; and

WHEREAS, the Mayor and Council of the City will receive a proposal from Stifel, Nicolaus & Company, Incorporated, serving in the capacity of and designated as the placement agent (hereinafter referred to as the “Placement Agent”), and not acting as a municipal advisor as defined in the “Registration of Municipal Advisors” rule promulgated by the United States Securities and Exchange Commission, and has determined that the Series 2015B Obligation should be placed by the Placement Agent and pursuant to the Strategic Alliance of Volume Expenditures (SAVE) Cooperative Response Proposal #C-007-1213; and

WHEREAS, the Placement Agent will submit such proposal to place the Series 2015B Obligation pursuant to a standard form of placement agent agreement, to be dated the date of placement of the 2015 Obligation (hereinafter referred to as the “Placement Contract”), by and between the City and the Placement Agent; and

WHEREAS, there have been presented to the Mayor and Council of the City at the meeting at which this Resolution was considered (i) the proposed form of the Purchase Agreement and (ii) the proposed form of the Trust Agreement; and

WHEREAS, the City has the requisite power and authority to execute and deliver the Purchase Agreement and to cause the sale and execution and delivery of the Series 2015B Obligation, and all acts, conditions and things required by the Constitution and laws of the State of Arizona and the requirements of the City to happen, exist and be performed precedent to and as a condition to the adoption of this Resolution have happened, exist and been performed in the time and manner required to make the Purchase Agreement a valid and binding limited, special obligation of the City;

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

Section 1. Authorization and Execution and Delivery of Documents and Obligation.

(a) For the purpose of providing funds to finance the costs of the acquisition of certain portions of the Tax-Exempt Airport Prior Projects and the related costs of the sale and execution and delivery of the Series 2015B Obligation, the Series 2015B Obligation shall be sold and executed and delivered. The Series 2015B Obligation shall be dated the date of its initial authentication and delivery and shall be issued in such form and denomination, shall be executed in such manner and shall have such other provisions as set forth in the form of the Trust Agreement, with such additions, deletions and modifications consistent with this Resolution as shall be approved by the officers of the Trustee executing and delivering the same on behalf of the Trustee, the execution and delivery thereof to constitute conclusive evidence of their approval and of such additions, deletions or modifications. The identity of the Trustee, the aggregate principal amount of the Series 2015B Obligation (but not to exceed \$300,000) and the dates the same shall be payable and prepayable, the period over which the Series 2015B Obligation shall become payable (but not later than July 1, 2023), which of the Hangar Leases are to be prepaid, the payment dates and payment amounts of the Hangar Leases to be prepaid, the date on and price at which the Series 2015B Obligation shall be sold (including provisions for any premium or discount) and the entity to which the Series 2015B Obligations shall be sold and the rates of interest the Series 2015B Obligation shall bear (but, except in the case of default or an event of taxability, not greater than

six percent) and the dates the same shall be payable shall be determined by the Mayor, the City Manager or the Finance Director of the City or the designees of any of them (hereinafter referred to as, collectively, the “Authorized Representatives”) to which such authority is hereby delegated. (The Hangar Leases shall be prepaid on the earliest available date.)

(b) The Mayor or, in the absence thereof, the Vice Mayor are hereby authorized to execute, and the Clerk is hereby authorized to attest and deliver, respectively, the Purchase Agreement, the Trust Agreement and the Placement Contract as well as, if necessary, a standard form of escrow trust agreement, to be dated as of the first day of the month of the dated date of the Series 2015B Obligation (hereinafter referred to as the “Escrow Trust Agreement”), between the Trustee in its separate capacity as escrow trustee (hereinafter referred to as the “Escrow Trustee”), and the City, for the establishment, if necessary, of an escrow to pay principal of and interest on the Hangar Leases and to prepay amounts due pursuant to the Hangar Leases which are hereby approved, with such additions, deletions and modifications as shall be approved by those officers executing and delivering the same on behalf of the City, the execution and delivery thereof to constitute conclusive evidence of their approval, and of such additions, deletions and modifications.

(c) The Trustee is hereby requested to execute and deliver the Series 2015B Obligation, the Purchase Agreement and the Trust Agreement to accomplish the purposes hereof. The Escrow Trustee is hereby requested to execute and deliver the Escrow Trust Agreement to accomplish the purposes hereof.

(d) The Authorized Representatives are hereby authorized to cause the sale and execution and delivery of the Series 2015B Obligation pursuant to the Placement Contract and are hereby delegated the authority to complete any information missing in, or necessary for the consummation of the transactions contemplated by, the Purchase Agreement, the Trust Agreement, the Escrow Trust Agreement and the Placement Contract. The Finance Director is hereby authorized to receive and expend such funds as necessary to accomplish the purposes of this Resolution, including payment of installment payments related to debt service on the Series 2015B Obligation.

Section 2. Severability. All actions of the officers, employees and agents of the City including the Council which conform to the purposes and intent of this Resolution and which further the issuance and sale of the Series 2015B Obligation as contemplated by this Resolution, whether taken before or after adoption of this Resolution, are hereby ratified, confirmed and approved. The proper officers and agents of the City are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this Resolution.

Section 3. Ratification of Actions. All actions of the officers, employees and agents of the City including the Council conform to the purposes and intent of this Resolution and which further the actions contemplated by this Resolution, whether taken before or after adoption of this Resolution, are hereby ratified, confirmed and approved. The proper officers and agents of the City are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this Resolution.

Section 4. Emergency. The immediate operation of this Resolution is necessary for the preservation of the public health and welfare, particularly to be able to finance the capital needs of the City on the most advantageous terms presently available, and an emergency is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage and approval by the Mayor and Council of the City, as required by law, and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED, ADOPTED, AND APPROVED this 26th day of January, 2015.

Wyn "Chris" Gibbs, Mayor
City of Safford, Arizona

ATTEST:

Georgia Luster, MMC, City Clerk
City of Safford, Arizona

APPROVED AS TO FORM:

William J. Sims, III, Interim City Attorney
City of Safford, Arizona

CERTIFICATION

I hereby certify that the foregoing Resolution Number 15-006 was duly passed and adopted by the Mayor and Council of the City of Safford, Arizona, at a regular meeting held on the 26th day of January, 2015, and the vote was ayes and nays and that the Mayor and Councilmembers were present thereat.

Georgia Luster, MMC, City Clerk
City of Safford, Arizona

RESOLUTION NUMBER 15-007
(SERIES C TAXABLE)

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAFFORD, GRAHAM COUNTY, ARIZONA (1) PROVIDING FOR THE SALE AND EXECUTION AND DELIVERY PURSUANT TO A THIRD EXCISE TAX TRUST AGREEMENT (TAXABLE SERIES C) OF AN EXCISE TAX REVENUE REFUNDING OBLIGATION (TAXABLE), SERIES 2015C, EVIDENCING ALL OF THE INTERESTS OF THE HOLDER THEREOF IN INSTALLMENT PAYMENTS OF THE PURCHASE PRICE TO BE PAID BY THE CITY OF SAFFORD, ARIZONA, PURSUANT TO A THIRD EXCISE TAX PURCHASE AGREEMENT (TAXABLE SERIES C); (2) AUTHORIZING THE COMPLETION, EXECUTION AND DELIVERY WITH RESPECT THERETO OF AGREEMENTS NECESSARY OR APPROPRIATE AS PART OF THE REFINANCING AND PAYING RELATED FINANCING COSTS; (3) DELEGATING TO THE MAYOR, THE CITY MANAGER AND THE FINANCE DIRECTOR CERTAIN AUTHORITY WITH RESPECT TO THE PURPOSES HEREOF; (4) AUTHORIZING THE FINANCE DIRECTOR TO EXPEND ALL NECESSARY FUNDS THEREFOR AND (5) DECLARING AN EMERGENCY

WHEREAS, the Mayor and Council of the City of Safford, Arizona (the “City”), have determined to prepay amounts due pursuant to certain project lease/purchase agreements (the “Hangar Leases”) entered into between the City and The Stockmans Bank for the purpose of financing the costs of hangars at the airport of the City and not the subject of any other resolution adopted on the date of adoption of this Resolution (hereinafter referred to, collectively, as the “Taxable Airport Prior Projects”) by entering into a Third Excise Tax Purchase Agreement (Taxable Series C), to be dated as of the first day of the month of the dated date of the hereinafter described Series 2015C Obligation (hereinafter referred to as the “Purchase Agreement”), in substantially the form presented at the meeting at which this Resolution was adopted, by which the City will agree to purchase a certain portion of the Taxable Airport Prior Projects; and

WHEREAS, the acquisition of such portion of the Taxable Airport Prior Projects will be financed through the sale and execution and delivery of all of the interests (hereinafter referred to as the “Series 2015C Obligation”) in the Purchase Agreement pursuant to, and secured by, a Third Excise Tax Trust Agreement (Taxable Series C), to be dated as of the date of the Purchase Agreement (hereinafter referred to as the “Trust Agreement”), from the City to a trustee appointed as provided herein (including any successor appointed and acting in such capacity, hereinafter referred to as the “Trustee”), in substantially the form presented at the meeting at which this Resolution was adopted; and

WHEREAS, the Mayor and Council of the City will receive a proposal from Stifel, Nicolaus & Company, Incorporated, serving in the capacity of and designated as the placement agent (hereinafter referred to as the “Placement Agent”), and not acting as a municipal advisor as defined in the “Registration of Municipal Advisors” rule promulgated by the United States Securities and Exchange Commission, and has determined that the Series 2015C Obligation should be placed by the Placement Agent and pursuant to the Strategic Alliance of Volume Expenditures (SAVE) Cooperative Response Proposal #C-007-1213; and

WHEREAS, the Placement Agent will submit such proposal to place the Series 2015C Obligation pursuant to a standard form of placement agent agreement, to be dated the date of placement of the 2015 Obligation (hereinafter referred to as the “Placement Contract”), by and between the City and the Placement Agent; and

WHEREAS, there have been presented to the Mayor and Council of the City at the meeting at which this Resolution was considered (i) the proposed form of the Purchase Agreement and (ii) the proposed form of the Trust Agreement; and

WHEREAS, the City has the requisite power and authority to execute and deliver the Purchase Agreement and to cause the sale and execution and delivery of the Series 2015C Obligation, and all acts, conditions and things required by the Constitution and laws of the State of Arizona and the requirements of the City to happen, exist and be performed precedent to and as a condition to the adoption of this Resolution have happened, exist and been performed in the time and manner required to make the Purchase Agreement a valid and binding limited, special obligation of the City;

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

Section 1. Authorization and Execution and Delivery of Documents and Obligation.

(a) For the purpose of providing funds to finance the costs of the acquisition of certain portions of the Taxable Airport Prior Projects and the related costs of the sale and execution and delivery of the Series 2015C Obligation, the Series 2015C Obligation shall be sold and executed and delivered. The Series 2015C Obligation shall be dated the date of its initial authentication and delivery and shall be issued in such form and denomination, shall be executed in such manner and shall have such other provisions as set forth in the form of the Trust Agreement, with such additions, deletions and modifications consistent with this Resolution as shall be approved by the officers of the Trustee executing and delivering the same on behalf of the Trustee, the execution and delivery thereof to constitute conclusive evidence of their approval and of such additions, deletions or modifications. The identity of the Trustee, the aggregate principal amount of the Series 2015C Obligation (but not to exceed \$1,000,000) and the dates the same shall be payable and prepayable, the period over which the Series 2015C Obligation shall become payable (but not later than July 1, 2023), which of the Hangar Leases are to be prepaid, the payment dates and payment amounts of the Hangar Leases to be prepaid, the date on and price at which the Series 2015C Obligation shall be sold (including provisions for any premium or discount) and the entity to which the Series 2015C Obligations shall be sold and the rates of interest the Series 2015C Obligation shall bear (but, except in the case of default, not greater than six percent) and the dates

the same shall be payable shall be determined by the Mayor, the City Manager or the Finance Director of the City or the designees of any of them (hereinafter referred to as, collectively, the “Authorized Representatives”) to which such authority is hereby delegated.

(b) The Mayor or, in the absence thereof, the Vice Mayor are hereby authorized to execute, and the Clerk is hereby authorized to attest and deliver, respectively, the Purchase Agreement, the Trust Agreement and the Placement Contract as well as, if necessary, a standard form of escrow trust agreement, to be dated as of the first day of the month of the dated date of the Series 2015C Obligation (hereinafter referred to as the “Escrow Trust Agreement”), between the Trustee in its separate capacity as escrow trustee (hereinafter referred to as the “Escrow Trustee”), and the City, for the establishment, if necessary, of an escrow to pay principal of and interest on the Hangar Leases and to prepay amounts due pursuant to the Hangar Leases which are hereby approved, with such additions, deletions and modifications as shall be approved by those officers executing and delivering the same on behalf of the City, the execution and delivery thereof to constitute conclusive evidence of their approval, and of such additions, deletions and modifications.

(c) The Trustee is hereby requested to execute and deliver the Series 2015C Obligation, the Purchase Agreement and the Trust Agreement to accomplish the purposes hereof. The Escrow Trustee is hereby requested to execute and deliver the Escrow Trust Agreement to accomplish the purposes hereof.

(d) The Authorized Representatives are hereby authorized to cause the sale and execution and delivery of the Series 2015C Obligation pursuant to the Placement Contract and are hereby delegated the authority to complete any information missing in, or necessary for the consummation of the transactions contemplated by, the Purchase Agreement, the Trust Agreement, the Escrow Trust Agreement and the Placement Contract. The Finance Director is hereby authorized to receive and expend such funds as necessary to accomplish the purposes of this Resolution, including payment of installment payments related to debt service on the Series 2015C Obligation.

Section 2. Severability. All actions of the officers, employees and agents of the City including the Council which conform to the purposes and intent of this Resolution and which further the issuance and sale of the Series 2015C Obligation as contemplated by this Resolution, whether taken before or after adoption of this Resolution, are hereby ratified, confirmed and approved. The proper officers and agents of the City are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this Resolution.

Section 3. Ratification of Actions. All actions of the officers, employees and agents of the City including the Council conform to the purposes and intent of this Resolution and which further the actions contemplated by this Resolution, whether taken before or after adoption of this Resolution, are hereby ratified, confirmed and approved. The proper officers and agents of the City are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this Resolution.

RESOLUTION NUMBER 15-008
(SERIES D TAX-EXEMPT)

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAFFORD, GRAHAM COUNTY, ARIZONA (1) PROVIDING FOR THE SALE AND EXECUTION AND DELIVERY PURSUANT TO A FOURTH EXCISE TAX TRUST AGREEMENT (TAX-EXEMPT SERIES D) OF AN EXCISE TAX REVENUE NEW MONEY OBLIGATION (TAX-EXEMPT), SERIES 2015D, EVIDENCING ALL OF THE INTERESTS OF THE HOLDER THEREOF IN INSTALLMENT PAYMENTS OF THE PURCHASE PRICE TO BE PAID BY THE CITY OF SAFFORD, ARIZONA, PURSUANT TO A FOURTH EXCISE TAX PURCHASE AGREEMENT (TAX-EXEMPT SERIES D); (2) AUTHORIZING THE COMPLETION, EXECUTION AND DELIVERY WITH RESPECT THERETO OF AGREEMENTS NECESSARY OR APPROPRIATE AS PART OF THE REFINANCING AND PAYING RELATED FINANCING COSTS; (3) DELEGATING TO THE MAYOR, THE CITY MANAGER AND THE FINANCE DIRECTOR CERTAIN AUTHORITY WITH RESPECT TO THE PURPOSES HEREOF; (4) AUTHORIZING THE FINANCE DIRECTOR TO EXPEND ALL NECESSARY FUNDS THEREFOR AND (5) DECLARING AN EMERGENCY

WHEREAS, the Mayor and Council of the City of Safford, Arizona (the “City”), have determined to acquire certain interests in real property known as the “Birdno Property” (hereinafter referred to as the “Project”) by entering into a Fourth Excise Tax Purchase Agreement (Tax-Exempt Series D), to be dated as of the first day of the month of the dated date of the hereinafter described Series 2015D Obligation (hereinafter referred to as the “Purchase Agreement”), in substantially the form presented at the meeting at which this Resolution was adopted, by which the City will agree to purchase a certain portion of the Prior Projects; and

WHEREAS, the acquisition of the Project will be financed through the sale and execution and delivery of all of the interests (hereinafter referred to as the “Series 2015D Obligation”) in the Purchase Agreement pursuant to, and secured by, a Fourth Excise Tax Trust Agreement (Tax-Exempt Series D), to be dated as of the date of the Purchase Agreement (hereinafter referred to as the “Trust Agreement”), from the City to a trustee appointed as provided herein (including any successor appointed and acting in such capacity, hereinafter referred to as the “Trustee”), in substantially the form presented at the meeting at which this Resolution was adopted; and

WHEREAS, the Mayor and Council of the City will receive a proposal from Stifel, Nicolaus & Company, Incorporated, serving in the capacity of and designated as the placement agent (hereinafter referred to as the “Placement Agent”), and not acting as a municipal advisor as defined in the “Registration of Municipal Advisors” rule promulgated by the United States

Securities and Exchange Commission, and has determined that the Series 2015D Obligation should be placed by the Placement Agent and pursuant to the Strategic Alliance of Volume Expenditures (SAVE) Cooperative Response Proposal #C-007-1213; and

WHEREAS, the Placement Agent will submit such proposal to place the Series 2015D Obligation pursuant to a standard form of placement agent agreement, to be dated the date of placement of the 2015 Obligation (hereinafter referred to as the “Placement Contract”), by and between the City and the Placement Agent; and

WHEREAS, there have been presented to the Mayor and Council of the City at the meeting at which this Resolution was considered (i) the proposed form of the Purchase Agreement and (ii) the proposed form of the Trust Agreement; and

WHEREAS, the City has the requisite power and authority to execute and deliver the Purchase Agreement and to cause the sale and execution and delivery of the Series 2015D Obligation, and all acts, conditions and things required by the Constitution and laws of the State of Arizona and the requirements of the City to happen, exist and be performed precedent to and as a condition to the adoption of this Resolution have happened, exist and been performed in the time and manner required to make the Purchase Agreement a valid and binding limited, special obligation of the City;

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

Section 1. Authorization and Execution and Delivery of Documents and Obligation.

(a) For the purpose of providing funds to finance the costs of the acquisition of the Project and the related costs of the sale and execution and delivery of the Series 2015D Obligation, the Series 2015D Obligation shall be sold and executed and delivered. The Series 2015D Obligation shall be dated the date of its initial authentication and delivery and shall be issued in such form and denomination, shall be executed in such manner and shall have such other provisions as set forth in the form of the Trust Agreement, with such additions, deletions and modifications consistent with this Resolution as shall be approved by the officers of the Trustee executing and delivering the same on behalf of the Trustee, the execution and delivery thereof to constitute conclusive evidence of their approval and of such additions, deletions or modifications. The identity of the Trustee, the aggregate principal amount of the Series 2015D Obligation (but not to exceed \$750,000) and the dates the same shall be payable and prepayable, the period over which the Series 2015D Obligation shall become payable (but not later than July 1, 2027), the date on and price at which the Series 2015D Obligation shall be sold (including provisions for any premium or discount) and the entity to which the Series 2015D Obligations shall be sold and the rates of interest the Series 2015D Obligation shall bear (but, except in the case of default or an event of taxability, not greater than six percent) and the dates the same shall be payable shall be determined by the Mayor, the City Manager or the Finance Director of the City or the designees of any of them (hereinafter referred to as, collectively, the “Authorized Representatives”) to which such authority is hereby delegated.

(b) The Mayor or, in the absence thereof, the Vice Mayor are hereby authorized to execute, and the Clerk is hereby authorized to attest and deliver, respectively, the Purchase Agreement, the Trust Agreement and the Placement Contract which are hereby approved, with such additions, deletions and modifications as shall be approved by those officers executing and delivering the same on behalf of the City, the execution and delivery thereof to constitute conclusive evidence of their approval, and of such additions, deletions and modifications.

(c) The Trustee is hereby requested to execute and deliver the Series 2015D Obligation, the Purchase Agreement and the Trust Agreement to accomplish the purposes hereof.

(d) The Authorized Representatives are hereby authorized to cause the sale and execution and delivery of the Series 2015D Obligation pursuant to the Placement Contract and are hereby delegated the authority to complete any information missing in, or necessary for the consummation of the transactions contemplated by, the Purchase Agreement, the Trust Agreement and the Placement Contract. The Finance Director is hereby authorized to receive and expend such funds as necessary to accomplish the purposes of this Resolution, including payment of installment payments related to debt service on the Series 2015D Obligation.

Section 2. Severability. All actions of the officers, employees and agents of the City including the Council which conform to the purposes and intent of this Resolution and which further the issuance and sale of the Series 2015D Obligation as contemplated by this Resolution, whether taken before or after adoption of this Resolution, are hereby ratified, confirmed and approved. The proper officers and agents of the City are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this Resolution.

Section 3. Ratification of Actions. All actions of the officers, employees and agents of the City including the Council conform to the purposes and intent of this Resolution and which further the actions contemplated by this Resolution, whether taken before or after adoption of this Resolution, are hereby ratified, confirmed and approved. The proper officers and agents of the City are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this Resolution.

Section 4. Emergency. The immediate operation of this Resolution is necessary for the preservation of the public health and welfare, particularly to be able to finance the capital needs of the City on the most advantageous terms presently available, and an emergency is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage and approval by the Mayor and Council of the City, as required by law, and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED, ADOPTED, AND APPROVED this 26th day of January, 2015.

Wyn "Chris" Gibbs, Mayor
City of Safford, Arizona

ATTEST:

Georgia Luster, MMC, City Clerk
City of Safford, Arizona

APPROVED AS TO FORM:

William J. Sims, City Attorney
City of Safford, Arizona

CERTIFICATION

I hereby certify that the foregoing Resolution Number 15-008 was duly passed and adopted by the Mayor and Council of the City of Safford, Arizona, at a regular meeting held on the 26th day of January, 2015, and the vote was ayes and nays and that the Mayor and Councilmembers were present thereat.

Georgia Luster, MMC, City Clerk
City of Safford, Arizona

Section 4. Emergency. The immediate operation of this Resolution is necessary for the preservation of the public health and welfare, particularly to be able to finance the capital needs of the City on the most advantageous terms presently available, and an emergency is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage and approval by the Mayor and Council of the City, as required by law, and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED, ADOPTED, AND APPROVED this 26th day of January, 2015.

Wyn "Chris" Gibbs, Mayor
City of Safford, Arizona

ATTEST:

Georgia Luster, MMC, City Clerk
City of Safford, Arizona

APPROVED AS TO FORM:

William J. Sims, III, Interim City Attorney
City of Safford, Arizona

CERTIFICATION

I hereby certify that the foregoing Resolution Number 15-007 was duly passed and adopted by the Mayor and Council of the City of Safford, Arizona, at a regular meeting held on the 26th day of January, 2015, and the vote was ayes and nays and that the Mayor and Councilmembers were present thereat.

Georgia Luster, MMC, City Clerk
City of Safford, Arizona

WRITTEN POLICIES AND PROCEDURES FOR TAX-ADVANTAGED OBLIGATIONS

The City of Safford, Arizona (the “Issuer”), has issued and may in the future issue tax-exempt obligations (including, without limitation, bonds, notes, loans, leases and certificates) (together, “tax-advantaged obligations”) that are subject to certain requirements under the Internal Revenue Code of 1986, as amended (the “Code”).

The Issuer has established the policies and procedures contained herein (the “Procedures”) as of April 22, 2014, in order to ensure that the Issuer complies with the requirements of the Code that are applicable to its tax-advantaged obligations. The Procedures, coupled with requirements contained in the arbitrage and tax certificate or other operative documents (the “Tax Certificate”) executed at the time of issuance of the tax-advantaged obligations, are intended to constitute written procedures for ongoing compliance with the federal tax requirements applicable to the tax-advantaged obligations and for timely identification and remediation of violations of such requirements.

A. GENERAL MATTERS.

1. Responsible Officer. The Finance Director of the Issuer will have overall responsibility for ensuring that the ongoing requirements described in the Procedures are met with respect to tax-advantaged obligations (the “Responsible Officer”).
2. Establishment of Procedures. The Procedures will be included with other written procedures of the Issuer.
3. Identify Additional Responsible Employees. The Responsible Officer shall identify any additional persons who will be responsible for each section of the Procedures, notify the current holder of that office of the responsibilities, and provide that person a copy of the Procedures. (For each section of the Procedures, this may be the Responsible Officer or another person who is assigned the particular responsibility.)
 - a. Upon employee or officer transitions, new personnel should be advised of responsibilities under the Procedures and ensure they understand the importance of the Procedures.
 - b. If employee or officer positions are restructured or eliminated, responsibilities should be reassigned as necessary to ensure that all Procedures have been appropriately assigned.

4. Training Required. The Responsible Officer and other responsible persons shall receive appropriate training that includes the review of and familiarity with the contents of the Procedures, review of the requirements contained in the Code applicable to each tax-advantaged obligation, identification of all tax-advantaged obligations that must be monitored, identification of all facilities (or portions thereof) financed with proceeds of tax-advantaged obligations, familiarity with the requirements contained in the Tax Certificate or other operative documents contained in the transcript, and familiarity with the procedures that must be taken in order to correct noncompliance with the requirements of the Code in a timely manner.
5. Periodic Review. The Responsible Officer or other responsible person shall periodically review compliance with the Procedures and with the terms of the Tax Certificate to determine whether any violations have occurred so that such violations can be timely remedied through the “remedial action” regulations or the Voluntary Closing Agreement Program available through the Internal Revenue Service (“IRS”) (or successor guidance). Such periodic review shall occur at least annually.
6. Change in Terms. If any changes to the terms of the tax-advantaged obligations are contemplated, bond counsel should be consulted. Such modifications could jeopardize the status of tax-advantaged obligations.

B. IRS INFORMATION RETURN FILING. The Responsible Officer will confirm that bond counsel has filed the applicable information reports (such as Form 8038-G) for such issue with the IRS on a timely basis, and maintain copies of such form including evidence of timely filing as part of the transcript of the issue. The Responsible Officer shall file the IRS Form 8038-T relating to the payment of rebate or yield reduction payments in a timely manner as discussed in Section G.12. below. The Responsible Officer shall also monitor the extent to which the Issuer is eligible to receive a refund of prior rebate payments and provide for the timely filing for such refunds using an IRS Form 8038-R.

C. USE OF PROCEEDS. The Responsible Officer or other responsible person shall:

1. Consistent Accounting Procedures. Maintain or confirm maintenance of clear and consistent accounting procedures for tracking the investment and expenditures of proceeds, including investment earnings on proceeds.
2. Reimbursement Allocations at Closing. At or shortly after closing of an issue, ensure that any allocations for reimbursement expenditures comply with the Tax Certificate.
3. Timely Expenditure of Proceeds. Monitor that sale proceeds and investment earnings on sale proceeds of tax-advantaged obligations are spent in a timely fashion consistent with the requirements of the Tax Certificate.

4. Requisitions. Utilize or confirm the utilization of requisitions to draw down proceeds, and ensure that each requisition contains (or has attached to it) detailed information in order to establish when and how proceeds were spent; review requisitions carefully before submission to ensure proper use of proceeds to minimize the need for reallocations.
5. Final Allocation. Ensure that a final allocation of proceeds (including investment earnings) to qualifying expenditures is made if proceeds are to be allocated to project expenditures on a basis other than “direct tracing” (direct tracing means treating the proceeds as spent as shown in the accounting records for draws and project expenditures). An allocation other than on the basis of “direct tracing” is often made to reduce the private business use of bond proceeds that would otherwise result from “direct tracing” of proceeds to project expenditures. *This allocation must be made within 18 months after the later of the date the expenditure was made or the date the project was placed in service, but not later than five years and 60 days after the date the tax-advantaged obligations are issued (or 60 days after the issue is retired, if earlier).* Bond counsel can assist with the final allocation of proceeds to project costs. Maintain a copy of the final allocation in the records for the tax-advantaged obligation.
6. Maintenance and Retention of Records Relating to Proceeds. Maintain or confirm the maintenance of careful records of all project and other costs (e.g., costs of issuance, credit enhancement and capitalized interest) and uses (e.g., deposits to a reserve fund) for which proceeds were spent or used. These records should be maintained separately for each issue of tax-advantaged obligations for the period indicated under Section H. below.

D. MONITORING PRIVATE BUSINESS USE. The Responsible Officer or other responsible person shall:

1. Identify Financed Facilities. Identify or “map” which outstanding issues financed which facilities and in what amounts.
2. Review of Contracts with Private Persons. Review all of the following contracts or arrangements with non-governmental persons or organizations or the federal government (collectively referred to as “private persons”) with respect to the financed facilities which could result in private business use of the facilities:
 - a. Sales of financed facilities;
 - b. Leases of financed facilities;
 - c. Management or service contracts relating to financed facilities;
 - d. Research contracts under which a private person sponsors research in financed facilities; and

- e. Any other contracts involving “special legal entitlements” (such as naming rights or exclusive provider arrangements) granted to a private person with respect to financed facilities.
 3. Bond Counsel Review of New Contracts or Amendments. Before amending an existing agreement with a private person or entering into any new lease, management, service, or research agreement with a private person, consult bond counsel to review such amendment or agreement to determine whether it results in private business use.
 4. Establish Procedures to Ensure Proper Use and Ownership. Establish procedures to ensure that financed facilities are not used for private use without written approval of the Responsible Officer or other responsible person.
 5. Analyze Use. Analyze any private business use of financed facilities and, for each issue of tax-advantaged obligations, determine whether the 10 percent limit on private business use (5 percent in the case of “unrelated or disproportionate” private business use) is exceeded, and contact bond counsel or other tax advisors if either of these limits appears to be exceeded.
 6. Remediation if Limits Exceeded. If it appears that private business use limits are exceeded, immediately consult with bond counsel to determine if a remedial action is required with respect to nonqualified tax-advantaged obligations of the issue or if the IRS should be contacted under its Voluntary Closing Agreement Program. If tax-advantaged obligations are required to be redeemed or defeased in order to comply with remedial action rules, such redemption or defeasance must occur within 90 days of the date a deliberate action is taken that results in a violation of the private business use limits.
 7. Maintenance and Retention of Records Relating to Private Use. Retain copies of all of the above contracts or arrangements (or, if no written contract exists, detailed records of the contracts or arrangements) with private persons for the period indicated under Section H. below.
- E. LOAN OF BOND PROCEEDS.** Consult bond counsel if a loan of proceeds of tax-advantaged obligations is contemplated. If proceeds of tax-advantaged obligations are permitted under the Code to be loaned to other entities and are in fact so loaned, require that the entities receiving a loan of proceeds institute policies and procedures similar to the Procedures to ensure that the proceeds of the loan and the facilities financed with proceeds of the loan comply with the limitations provided in the Code. Require the recipients of such loans to annually report to the Issuer ongoing compliance with the Procedures and the requirements of the Code.

F. ARBITRAGE AND REBATE COMPLIANCE. The Responsible Officer or other responsible person shall:

1. Review Tax Certificate. Review each Tax Certificate to understand the specific requirements that are applicable to each tax-advantaged obligation issue.
2. Arbitrage Yield. Record the arbitrage yield of the issue, as shown on IRS Form 8038-G or other applicable form. If the tax-advantaged obligations are variable rate, yield must be determined on an ongoing basis over the life of the tax-advantaged obligations as described in the Tax Certificate.
3. Temporary Periods. Review the Tax Certificate to determine the “temporary periods” for each issue, which are the periods during which proceeds of tax-advantaged obligations may be invested without yield restriction.
4. Post-Temporary Period Investments. Ensure that any investment of proceeds after applicable temporary periods is at a yield that does not exceed the applicable yield, unless yield reduction payments can be made pursuant to the Tax Certificate.
5. Monitor Temporary Period Compliance. Monitor that proceeds (including investment earnings) are expended promptly after the tax-advantaged obligations are issued in accordance with the expectations for satisfaction of three-year or five-year temporary periods for investment of proceeds and to avoid “hedge bond” status.
6. Monitor Yield Restriction Limitations. Identify situations in which compliance with applicable yield restrictions depends upon later investments (e.g., the purchase of 0 percent State and Local Government Securities from the U.S. Treasury for an advance refunding escrow). Monitor and verify that these purchases are made as contemplated.
7. Establish Fair Market Value of Investments. Ensure that investments acquired with proceeds satisfy IRS regulatory safe harbors for establishing fair market value (e.g., through the use of bidding procedures), and maintaining records to demonstrate satisfaction of such safe harbors. Consult the Tax Certificate for a description of applicable rules.
8. Credit Enhancement, Hedging and Sinking Funds. Consult with bond counsel before engaging in credit enhancement or hedging transactions relating to an issue, and before creating separate funds that are reasonably expected to be used to pay debt service. Maintain copies of all contracts and certificates relating to credit enhancement and hedging transactions that are entered into relating to an issue.
9. Grants/Donations to Governmental Entities. Before beginning a capital campaign or grant application that may result in gifts that are restricted to financed projects (or, in the absence of such a campaign, upon the receipt of such restricted gifts),

consult bond counsel to determine whether replacement proceeds may result that are required to be yield restricted.

10. Bona Fide Debt Service Fund. Even after all proceeds of a given issue have been spent, ensure that debt service funds, if any, meet the requirements of a “bona fide debt service fund,” i.e., one used primarily to achieve a proper matching of revenues with debt service that is depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of: (i) the earnings on the fund for the immediately preceding bond year; or (ii) one-twelfth of the debt service on the issue for the immediately preceding bond year. To the extent that a debt service fund qualifies as a bona fide debt service fund for a given bond year, the investment of amounts held in that fund is not subject to yield restriction for that year.
11. Debt Service Reserve Funds. Ensure that amounts invested in reasonably required debt service reserve funds, if any, do not exceed the least of: (i) 10 percent of the stated principal amount of the tax-advantaged obligations (or the sale proceeds of the issue if the issue has original issue discount or original issue premium that exceeds 2 percent of the stated principal amount of the issue plus, in the case of premium, reasonable underwriter’s compensation); (ii) maximum annual debt service on the issue; or (iii) 125% of average annual debt service on the issue.
12. Rebate and Yield Reduction Payment Compliance. Review the arbitrage rebate covenants contained in the Tax Certificate. Subject to certain rebate exceptions described below, investment earnings on proceeds at a yield in excess of the yield (i.e., positive arbitrage) generally must be rebated to the U.S. Treasury, even if a temporary period exception from yield restriction allowed the earning of positive arbitrage.
 - a. Ensure that rebate and yield reduction payment calculations will be timely performed and payment of such amounts, if any, will be timely made. Such payments are generally due 60 days after the fifth anniversary of the date of issue, then in succeeding installments every five years. The final rebate payment for an issue is due 60 days after retirement of the last obligation of the issue. The Issuer should hire a rebate consultant if necessary.
 - b. Review the rebate section of the Tax Certificate to determine whether the “small issuer” rebate exception applies to the issue.
 - c. If the 6-month, 18-month, or 24-month spending exceptions from the rebate requirement (as described in the Tax Certificate) may apply to the tax-advantaged obligations, ensure that the spending of proceeds is monitored prior to semiannual spending dates for the applicable exception.
 - d. Make rebate and yield reduction payments and file Form 8038-T in a timely manner.

- e. Even after all other proceeds of a given issue have been spent, ensure compliance with rebate requirements for any debt service reserve fund and any debt service fund that is not exempt from the rebate requirement (see the Arbitrage Rebate covenants contained in the Tax Certificate).

- 13. Maintenance and Retention of Arbitrage and Rebate Records. Maintain records of investments and expenditures of proceeds, rebate exception analyses, rebate calculations, Forms 8038-T, and rebate and yield reduction payments, and any other records relevant to compliance with the arbitrage restrictions for the period indicated in Section H. below.

G. RECORD RETENTION. The Responsible Officer or other responsible person shall ensure that for each issue of obligations, the transcript and all records and documents described in these Procedures will be maintained while any of the obligations are outstanding and during the three-year period following the final maturity or redemption of that issue, or if the obligations are refunded (or re-refunded), while any of the refunding obligations are outstanding and during the three-year period following the final maturity or redemption of the refunding obligations.

FIRST EXCISE TAX PURCHASE AGREEMENT (TAX-EXEMPT SERIES A)

by and between

_____ ,

as Seller

and

THE CITY OF SAFFORD, ARIZONA,
as Purchaser

Dated as of _____ 1, 2015

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FIRST EXCISE TAX PURCHASE AGREEMENT (TAX-EXEMPT SERIES A)

THIS FIRST EXCISE TAX PURCHASE AGREEMENT (TAX-EXEMPT SERIES A), dated as of _____ 1, 2015 (this "Agreement"), by and between the CITY OF SAFFORD, ARIZONA, a municipal corporation under the laws of the State of Arizona (the "City"), as purchaser hereunder, and _____, a national banking association, as trustee under the First Excise Tax Trust Agreement (Tax-Exempt Series A), dated as of even date herewith (the "Trust Agreement"), but in its separate capacity as seller (the "Seller") hereunder,

W I T N E S S E T H:

WHEREAS, the City heretofore determined that it would be beneficial to its citizens to finance the costs of the GADA Prior Project (as such term and all other terms not otherwise defined herein are defined in the Trust Agreement); and

WHEREAS, in order to finance the costs of the GADA Prior Project, the City deemed it necessary and desirable to borrow \$9,420,000 from GADA; and

WHEREAS, in connection therewith, the City and GADA entered into the First Loan Repayment Agreement; and

WHEREAS, the City also heretofore determined that it would be beneficial to its citizens to finance the costs of building a new electrical substation; and

WHEREAS, in order to finance the costs thereof, the City deemed it necessary and desirable to borrow \$3,095,000 from GADA; and

WHEREAS, in connection therewith, the City and GADA entered into the Second Loan Repayment Agreement; and

WHEREAS, Section 10(a) of the First Loan Repayment Agreement and the Second Loan Repayment Agreement provide that GADA may, in the case of nonpayment, among other things, certify to the Treasurer of the State and notify the Mayor and Council of the City that the City has failed to make a required payment and request enforcement of the State Intercept of Funds, and Additional Agency/Authority Loan Agreements may provide that GADA or WIFA provide for enforcement of the State Intercept of Funds; and

WHEREAS, pursuant to Section 3 of the First Loan Repayment Agreement and the Second Loan Repayment Agreement and subject to the State Intercept of Funds, the City irrevocably pledged for the payment of the amounts due thereunder the revenues from the Excise Taxes and the State Shared Revenues, such pledge being a first lien pledge upon such amounts of the revenues from the Excise Taxes and the State Shared Revenues as will be sufficient to make the payments pursuant thereto when due; and

WHEREAS, pursuant to Section 6 of the First Loan Repayment Agreement and the Second Loan Repayment Agreement, the City shall not further encumber the revenues from the

Excise Taxes and the State Shared Revenues on a basis equal to the pledge under the First Loan Repayment Agreement and the Second Loan Repayment Agreement unless the revenues from the Excise Taxes plus the State Shared Revenues, when combined mathematically for such purpose only, in the most recently completed fiscal year of the City, shall have amounted to at least two (2) times the highest combined interest and principal requirements for any succeeding fiscal year of the City for the First Loan Repayment Agreement, the Second Loan Repayment Agreement and the other of the Parity Lien Obligations secured or so proposed to be secured by such pledge of the revenues from the Excise Taxes and the State Shared Revenues on a parity of lien therewith; and

WHEREAS, pursuant to Resolution No. _____ adopted on January 26, 2015, the Mayor and Council of the City determined to prepay a portion of the amounts due pursuant to the First Loan Repayment Agreement; and

WHEREAS, for the purposes thereof, the Mayor and Council of the City requested that the Trustee sell and execute and deliver the Obligation; and

WHEREAS, for the purpose of prepaying amounts due pursuant to certain leases and acquiring interests in certain real property, the Mayor and Council of the City also requested that the Trustee enter into the 2015B Tax-Exempt Agreement, the 2015C Taxable Agreement and the 2015D Tax-Exempt Agreement at the same time as this Agreement; and

WHEREAS, this Agreement and the 2015B Tax-Exempt Agreement, the 2015C Taxable Agreement and the 2015D Tax-Exempt Agreement are Parity Lien Obligations; and

WHEREAS, the City is a municipal corporation duly incorporated and validly existing under the laws of the State; the Constitution and the laws of the State authorize the City to enter into this Agreement and the transactions contemplated by this Agreement; the City has duly authorized and executed this Agreement; this Agreement is a lawful, valid and binding obligation of the City, enforceable against the City in accordance with its terms; all required procedures for execution and performance of this Agreement, including publication of notice, public hearing or competitive bidding, if applicable, have been or will be complied with in a timely manner; there are no legal or governmental proceedings or litigation pending or overtly threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of this Agreement or the Trust Agreement; the Payments will be paid when due out of funds which are legally available for such purposes; neither the execution and delivery of this Agreement or the Trust Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the City; the City has disclosed in writing to the Seller all facts that do or will materially adversely affect the properties, operations or financial condition of the City and that any financial statements, notices or other written statements provided by the City to the Seller pursuant hereto will not contain any untrue statement of a material fact or omit any material fact necessary to make such statements or information not misleading and the GADA Prior Project comply with all applicable environmental laws, rules and regulations (including, without

limitation, all federal, state and local laws) and with Title III of the Americans with Disabilities Act and the regulations issued thereunder by the United States Department of Justice concerning accessibility of places of public accommodation and commercial facilities if and to the extent such Act and regulations apply to the GADA Prior Project; and

WHEREAS, the Seller has full legal authority and is duly empowered to enter into this Agreement and has taken all actions necessary to the execution and delivery hereof;

NOW THEREFORE, pursuant to law and for and in consideration of the mutual covenants hereinafter contained, it is hereby agreed as follows:

Section 1. Term and Payments.

(a) In order to finance the costs of the GADA Prior Project which have not been paid to date pursuant to the terms hereof, the City sells and conveys any interests it has in the GADA Prior Project to the Seller, without warranty, for the sum of \$10.00 and other valuable consideration had and received. For the amounts payable pursuant hereto (including the Payments), the Seller in turn hereby sells and conveys back to the City, without recourse, representation or warranty, and the City hereby purchases from the Seller, any interests the Seller has in the GADA Prior Project.

(b) As the purchase price, the City shall pay the Payments to the Seller. (The Interest Portion is interest for purposes of the Code.)

The City shall also pay to the Seller its fees and expenses in accordance with the provisions of the Trust Agreement.

(c) This Agreement shall be deemed and construed to be a “*net purchase agreement*,” and the Payments shall be an absolute net return to the Seller, free and clear of any expenses or charges whatsoever, except as otherwise specifically provided herein. The obligation of the City to pay the amounts described in paragraph (b) hereof (including the Payments) from the sources described herein and to comply with the other provisions hereof shall be absolute and unconditional and shall not be subject to any defense or any right of set-off, abatement, counterclaim, or recoupment arising out of any breach by the Seller of any obligation to the City or otherwise, or out of indebtedness or liability at any time owing to the City by the Seller. Until such time as all of the payments described in paragraph (b) hereof (including the Payments) shall have been fully paid or provided for, the City (i) shall not suspend or discontinue the same, (ii) shall comply with the other provisions hereof and (iii) shall not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the GADA Prior Project, the taking by *eminent domain* of title to or temporary use of any or all of the GADA Prior Project, commercial frustration of purpose, abandonment of the GADA Prior Project by the City, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either or any failure of the Seller to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Trust Agreement or this Agreement. Nothing contained in this Section shall be construed to release the Seller from the

performance of any of the agreements on its part herein or in the Trust Agreement contained and in the event the Seller shall fail to perform any such agreements on its part, the City may institute such action against the Seller as the City may deem necessary to compel performance so long as such action does not abrogate the obligations of the City contained in the first sentence of this paragraph.

(d) Any of the payments described in paragraph (b) hereof (including the Payments) due on a day which is not a Business Day may be made on the next Business Day and will be deemed to have been made on the date due.

(e) Amounts payable to the Seller shall be paid by means instructed to the City in writing.

Section 2. Pledge; Limited Obligations.

(a) Subject to the State Intercept of Funds with regard to the First Loan Repayment Agreement, the Second Loan Repayment Agreement and the other of the Parity Lien Obligations which are also Additional Agency/Authority Loan Agreements, the revenues from the Excise Taxes and the State Shared Revenues have been pledged by the City to the payment of all amounts described in Subsection 1(b) hereof (including the Payments), and payment of such amounts shall be secured by a paramount and first lien on and pledge of the revenues from the Excise Taxes and the State Shared Revenues on parity with the pledge and lien hereby granted by the City for the payment and security of the First Loan Repayment Agreement, the Second Loan Repayment Agreement, the 2015B Tax-Exempt Agreement, the 2015C Taxable Agreement, the 2015D Tax-Exempt Agreement and the other of the Parity Lien Obligations. All of the Payments are coequal as to the pledge of and lien on the revenues from the Excise Taxes and the State Shared Revenues and share ratably, without preference, priority or distinction, as to the source or method of payment from the revenues from the Excise Taxes and the State Shared Revenues or security therefor.

(b) The City shall remit to the Seller from the revenues from the Excise Taxes and the State Shared Revenues all amounts due under this Agreement in the amounts and at the times and for the purposes as required herein. The obligation of the City to make payments of any amounts due under this Agreement, including amounts due after default hereof, is limited to payment from the revenues from the Excise Taxes and the State Shared Revenues and shall under no circumstances constitute a general obligation or a pledge of the full faith and credit of the City, the State or any of its political subdivisions, or require the levy of, or be payable from the proceeds of, any *ad valorem* property taxes.

(c) The City may, at the sole option of the Mayor and Council of the City, make payments due pursuant to Section 1 hereof from its other funds as permitted by law and as the City shall determine from time to time, but the Seller acknowledges that it has no claim hereunder to such other funds. No part of the purchase price payable pursuant to this Agreement shall be payable out of any *ad valorem* property taxes imposed by the City or from bonds or other obligations, the payment of which the City's general taxing authority is pledged, unless (i) the same shall have been duly budgeted by the City according to law, (ii) such payment or payments

shall be within the budget limitations of the statutes of the State and (iii) any such bonded indebtedness or other obligation are within the debt limitations of the Constitution of the State.

Section 3. Surplus and Deficiency of the Revenues from the Excise Taxes and the State Shared Revenues. Subject to the rights with respect to the revenues from the Excise Taxes and the State Shared Revenues with respect to the First Loan Repayment Agreement, the Second Loan Repayment Agreement, the 2015B Tax-Exempt Agreement, the 2015C Taxable Agreement, the 2015D Tax-Exempt Agreement and the other of the Parity Lien Obligations, the revenues from the Excise Taxes and the State Shared Revenues in excess of amounts, if any, required to be deposited with or held by the Seller for payments due under this Agreement shall constitute surplus revenues and may be used by the City for any lawful purpose for the benefit of the City, including the payment of obligations to which the revenues from the Excise Taxes and the State Shared Revenues may from time to time be pledged on a basis subordinate hereto. If at any time the moneys in the funds held for payment of amounts due under this Agreement are not sufficient to make the deposits and transfers required, any such deficiency shall be made up from the first moneys thereafter received and available for such transfers under the terms of this Agreement and, with respect to payment from the revenues from the Excise Taxes and the State Shared Revenues, *pro rata*, with amounts due with respect to the First Loan Repayment Agreement, the Second Loan Repayment Agreement, the 2015B Tax-Exempt Agreement, the 2015C Taxable Agreement, the 2015D Tax-Exempt Agreement and the other of the Parity Lien Obligations, and the transfer of any such sum or sums to said fund as may be necessary to make up any such deficiency shall be in addition to the then-current transfers required to be made pursuant hereto.

Section 4. Parity Lien Obligations. The City shall not encumber the revenues from the Excise Taxes on a basis prior or paramount to the lien and pledge provided for under Section 2(a) hereof. So long as any amounts due hereunder remain unpaid or unprovided for, the City shall not further encumber the revenues from the Excise Taxes and the State Shared Revenues on a basis equal to the pledge hereunder unless the revenues from the Excise Taxes plus the State Shared Revenues, when combined mathematically for such purpose only, in the most recently completed fiscal year of the City, shall have amounted to at least two (2) times the highest combined interest and principal requirements for any succeeding fiscal year of the City for the First Loan Repayment Agreement, the Second Loan Repayment Agreement, this Agreement, the 2015B Tax-Exempt Agreement, the 2015C Taxable Agreement, the 2015D Tax-Exempt Agreement and the other of the Parity Lien Obligations secured or so proposed to be secured by such pledge of the revenues from the Excise Taxes and the State Shared Revenues on a parity of lien therewith. For purposes of this Section, any variable rate indebtedness shall be assumed to bear interest at the maximum permissible rate.

Section 5. Town Control over Revenue Collection. To the extent permitted by applicable law, the revenues from the Excise Taxes shall be retained and maintained so that the amounts received from the revenues from the Excise Taxes and the State Shared Revenues, when combined mathematically for such purpose only, all within and for the most recently completed fiscal year of the City, shall have been equal to at least two (2) times the total of interest and principal requirements for the current fiscal year of the City for the First Loan Repayment Agreement, the Second Loan Repayment Agreement, this Agreement, the 2015B Tax-Exempt

Agreement, the 2015C Taxable Agreement, the 2015D Tax-Exempt Agreement and the other of the Parity Lien Obligations. If the revenues from the Excise Taxes and the State Shared Revenues for any such fiscal year shall not have been equal to at least one and one-quarter (1-1/4) times the total of the interest and principal requirements for the current fiscal year of the City for the First Loan Repayment Agreement, the Second Loan Repayment Agreement, this Agreement, the 2015B Tax-Exempt Agreement, the 2015C Taxable Agreement, the 2015D Tax-Exempt Agreement and the other of the Parity Lien Obligations or if at any time it appears that the revenues from the Excise Taxes and the State Shared Revenues will not be sufficient to meet such requirements, the City shall, to the extent permitted by applicable law, impose new exactions of the type of the Excise Taxes which will be part of the Excise Taxes or increase the rates for the Excise Taxes currently imposed fully sufficient at all times, after making allowance for contingencies and errors, in each fiscal year of the City in order that (a) the revenues from the Excise Taxes and the State Shared Revenues will be sufficient to meet all current requirements hereunder and (b) the revenues from the Excise Taxes and the State Shared Revenues will be reasonably calculated to attain the level as required by the first sentence of this subsection.

Section 6. Certain Matters with Respect to the Prior Projects.

(a) Except with respect to its power and authority to enter into this Agreement and to perform its covenants hereunder, the Seller has made and makes no representation or warranty, express or implied, and assumes no obligation with respect to the title, merchantability, condition, quality or fitness of the GADA Prior Project for any particular purpose or the conformity of the GADA Prior Project to any plans, specifications, construction contract, purchase order, model or sample, or as to their design, construction, delivery, installation, construction oversight and operation or their suitability for use by the City after completion. All such risks shall be borne by the City without in any way excusing the City from its obligations under this Agreement, and the Seller shall not be liable to the City for any damages on account of such risks. Except with respect to any acts by the Seller which are not undertaken at the request of the City or with the prior approval of the City, the City waives all claims against the Seller growing out of the acquisition of the GADA Prior Project. The Seller shall have no liability to the City for any failure of any contractor to perform any contract or other undertaking with respect to the GADA Prior Project in any respect. The Seller shall have no obligation to obtain or insure compliance with any required permits or approval procedures with respect to the GADA Prior Project. In the event of any defect in any item of the GADA Prior Project or other claim with respect to the GADA Prior Project, recourse of the City shall be against the contractors, manufacturers, suppliers, etc. of the GADA Prior Project and, where applicable, the person selling the property to the Seller, and not against the Seller. For such purpose, the Seller hereby assigns and transfers to the City the right, title and interest of the Seller in and to all representations, warranties, guarantees and service agreements relating to the GADA Prior Project made or entered into by the Seller and by any contractor, manufacturers, suppliers, etc. of the GADA Prior Project. The Seller further designates the City as its attorney-in-fact granting to the City the right to initiate and take all actions necessary to enforce any and all construction contracts and all such warranties and service agreements. The Seller is entering into this Agreement solely as the Seller, shall not be personally liable hereunder and shall be afforded the same rights, protections, immunities and indemnities acting hereunder as afforded to it as the Trustee under the Trust Agreement. Notwithstanding anything to the contrary herein, at no time shall the Seller be listed in the chain

of title to the GADA Prior Project. Provisions governing the rights, immunities and protections of the Trustee under the Trust Agreement are herein incorporated by reference into this agreement as though fully set forth herein.

(b) The City, by keeping and performing the covenants and agreements herein contained, shall at all times during the term of this Agreement, peaceably and quietly, have, hold and enjoy the GADA Prior Project, without suit, trouble or hindrance from the Seller. The City hereby grants and conveys to the Seller, and all persons claiming by, through or under the Seller, including its successors and assigns under the Trust Agreement and the Owners for whom it acts, a nonexclusive easement upon, in and to the GADA Prior Project for the purpose of permitting the GADA Prior Project to be maintained upon the premises.

(c) Notwithstanding any other terms or provisions of this Agreement, the interest of the Seller in the GADA Prior Project is solely in its capacity as the Seller for the refinancing of the GADA Prior Project, and the Seller shall not have the power, authority or obligation to assume any responsibility for the overall management or maintenance of the GADA Prior Project, including, without limitation, any day-to-day decision-making or operational aspects of the GADA Prior Project.

Section 7. Providing for Payment. The City may provide for the payment of the Payments in any one or more of the following ways:

(a) by paying the Payments as provided herein as and when the same become due and payable at their scheduled due dates pursuant to Section 1 hereof or on a date on which they can be prepaid;

(b) by depositing with a Depository Trustee, in trust for such purposes, money which, together with the amounts then on deposit with the Seller and available for the Payments is fully sufficient to make, or cause to be made, the Payments at their scheduled due dates or on a date on which they can be prepaid or

(c) by depositing with a Depository Trustee, in trust for such purpose, any Defeasance Obligations which are noncallable, in such amount as shall be certified to the Seller and the City, by a national firm of certified public accountants acceptable to both the Seller and the City, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit with the Seller and available for the Payments, to make, or cause to be made, the Payments at their scheduled due dates or on a date on which they can be prepaid.

Section 8. Term of Agreement. This Agreement shall not terminate so long as any payments are due and owing pursuant to the Obligation. Subject to Section 7 hereof, upon full payment or provision for payment and in consideration of the timely payment of all of the amounts described in Subsection 1(b) hereof (including the Payments) and provided that the City has performed all the covenants and agreements required by the City to be performed, this Agreement shall cease and expire. The obligations of the City under this Agreement, including, without limitation, its obligation to pay the Payments, shall survive any action brought as provided in the next Section hereof, and the City shall continue to pay the Payments and perform all other

obligations provided in this Agreement; provided, however, that the City shall be credited with any amount received by the Seller pursuant to actions brought under the next Section hereof.

Section 9. Default; Remedies Upon Default.

(a) (i) Upon (A) the nonpayment of the whole or any part of any of the amounts described in Subsection 1(b) hereof (including the Payments) at the time when the same are to be paid as provided herein or in the Trust Agreement, (B) the violation by the City of any other covenant or provision of this Agreement or the Trust Agreement, (C) the occurrence of an event of default with respect to the First Loan Repayment Agreement, the Second Loan Repayment Agreement, the 2015B Tax-Exempt Agreement, the 2015C Taxable Agreement, the 2015D Tax-Exempt Agreement or the other of the Parity Lien Obligations or (D) the insolvency or bankruptcy of the City as the same may be defined under any law of the United States of America or the State, or any voluntary or involuntary action of the City or others to take advantage of, or to impose, as the case may be, any law for the relief of debtors or creditors, including a petition for reorganization, and

(ii) if such default has not been cured (A) in the case of nonpayment of any of the amounts described in Subsection 1(b) hereof (including the Payments) as required hereunder or under the Trust Agreement on the due date or the nonpayment of principal or interest due with respect to the First Loan Repayment Agreement, the Second Loan Repayment Agreement, the 2015B Tax-Exempt Agreement, the 2015C Taxable Agreement, the 2015D Tax-Exempt Agreement or the other of the Parity Lien Obligations on their due dates; (B) in the case of the breach of any other covenant or provision of the Trust Agreement or this Agreement not cured within sixty (60) days after notice in writing from the Seller specifying such default and (C) in the case of any other default under the First Loan Repayment Agreement, the Second Loan Repayment Agreement, the 2015B Tax-Exempt Agreement, the 2015C Taxable Agreement, the 2015D Tax-Exempt Agreement or the other of the Parity Lien Obligations after any notice and passage of time provided for under the proceedings under which such obligations were issued then,

(iii) subject to the limitations of the Trust Agreement, the Seller may take whatever action at law or in equity, including the remedy of specific performance, may appear necessary or desirable to collect the Payments and any other amounts payable by the City under the Trust Agreement or this Agreement then due (but not the Payments and such other amounts accruing), or to enforce performance and observance of any pledge, obligation, agreement or covenant of the City under the Trust Agreement or this Agreement, and with respect to the revenues from the Excise Taxes and, subject to the State Intercept of Funds with regard to the First Loan Repayment Agreement, the Second Loan Repayment Agreement and the other of the Parity Lien Obligations which is also an Additional Agency/Authority Loan Agreement, the State Shared Revenues, without notice and without giving any bond or surety to the City or anyone claiming under the City, have a receiver appointed of the revenues from the Excise Taxes and, subject to the State Intercept of Funds with regard to the First Loan Repayment Agreement, the Second Loan

Repayment Agreement and the other of the Parity Lien Obligations which is also an Additional Agency/Authority Loan Agreement, the State Shared Revenues which are pledged to the payment of amounts due hereunder, with such powers as the court making such appointment shall confer (and the City does hereby irrevocably consent to such appointment); provided, however, that under no circumstances may the Payments be accelerated.

Each right, power and remedy of the Seller provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for herein, or, unless prohibited by the terms hereof, now or hereafter existing at law or in equity or by statute or otherwise, in any jurisdiction where such rights, powers and remedies are sought to be enforced, and the exercise or beginning of the exercise by the Seller of any one or more of the rights, powers or remedies provided for herein or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by either party of any or all of such other rights, powers or remedies. The failure to insist upon strict performance of any of the covenants or agreements herein set forth shall not be considered or taken as a waiver or relinquishment for the future of the rights of the Seller to insist upon a strict compliance by the Seller with all the covenants and conditions hereof. The City shall, upon not less than 10 days' prior request by the Seller, execute, acknowledge and deliver to the Seller a statement in writing certifying that this Agreement is unmodified and in full force and effect (or, if this Agreement has been modified, that it is in full force and effect except as modified, and stating the modification), and the dates to which the amounts payable hereunder have been paid in advance, if any.

(b) The Seller shall in no event be in default in the performance of any of its obligations hereunder unless and until the Seller shall have failed to perform such obligation within 30 days or such additional time as is reasonably required to correct any such default after notice by the City properly specifying wherein the Seller has failed to perform any such obligation. No default by the Seller shall relieve the City of its obligations to make the various payments herein required, so long as the Obligation remains outstanding; however, the City may exercise any other remedy available at law or in equity to require the Seller to remedy such default so long as such remedy does not interfere with or endanger the payments required to be made by the Seller under the Trust Agreement.

Section 10. Assignment.

(a) Except as otherwise provided herein, the City shall not assign, transfer, pledge or hypothecate or otherwise dispose of this Agreement or any interest therein, and any assignment in contravention hereof shall be void.

(b) Subject to the terms of the Trust Agreement, all and every part of the right, title and interest of the City in and to this Agreement and all payments of any kind due or which become due to the Seller hereunder are sold, pledged, assigned and transferred pursuant to the Trust Agreement.

Section 11. Federal Law Provisions.

(a) (i) No direction for the making of any investment or other use of the proceeds of the Obligation or of the GADA Prior Project shall be made which would cause the Obligation to be “arbitrage bonds” as that term is defined in section 148 (or any successor provision thereto) of the Code or “private activity bonds” as that term is defined in section 141 (or any successor provision thereto) of the Code, and the requirements of such sections and related regulations of the Code shall be complied with throughout the term of the Obligation. Particularly, the City shall be the owner of the GADA Prior Project for federal income tax purposes. The City shall not enter into any management or service contract with any entity other than a governmental entity for the operation of any portion of the GADA Prior Project unless the management or service contract complies with the requirements of Revenue Procedure 97-13 or such other authority as may control at the time or any lease or other arrangement with any entity other than a governmental entity that gives such entity special legal entitlements with respect to any portion of the GADA Prior Project. Also, the payment of principal and interest with respect to the Obligation shall not be guaranteed (in whole or in part) by the United States or any agency or instrumentality of the United States. The proceeds of the Obligation, or amounts treated as proceeds of the Obligation, shall not be invested (directly or indirectly) in federally insured deposits or accounts, except to the extent such proceeds may be so invested for an initial temporary period until needed for the purpose for which the Obligation is being executed and delivered, may be so used in making investments in a *bona fide* debt service fund or may be invested in obligations issued by the United States Treasury. The City shall comply with the procedures and covenants contained in any arbitrage rebate provision or separate agreement executed in connection with the execution and delivery of the Obligation (initially those in subsection (b)) for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of the Interest Portion. In consideration of the purchase and acceptance of the Obligation by the Owner and of retaining such exclusion and as authorized by Title 35, Chapter 3, Article 7, Arizona Revised Statutes, the City shall, and the appropriate officials of the City are hereby directed, to take all action required to retain such exclusion or to refrain from taking any action prohibited by the Code which would adversely affect in any respect such exclusion.

(ii) (A) The City shall take all necessary and desirable steps, as determined by the Mayor and Council of the City, to comply with the requirements hereunder in order to ensure that the Interest Portion is excluded from gross income for federal income tax purposes under the Code; provided, however, compliance with any such requirement shall not be required in the event the City receives a Special Counsel’s Opinion that either compliance with such requirement is not required to maintain the exclusion from gross income of the Interest Portion or compliance with some other requirement will meet the requirements of the Code relating to such exclusion. In the event the City receives such a Special Counsel’s Opinion, the parties agree to amend this Agreement to conform to the requirements set forth in such opinion.

(B) If for any reason any requirement hereunder is not complied with, the City shall take all necessary and desirable steps, as determined by the City, to correct such noncompliance within a reasonable period of time after such noncompliance is discovered or should have been discovered with the exercise of reasonable diligence and the City

shall pay any required interest or penalty under hereinafter described Regulations section 1.148-3(h) with respect to the Code.

(C) The City designates the Obligation as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. It is represented and covenanted that the City and all subordinate entities or entities that issue obligations on its behalf, or on behalf of which it issues obligations, during the current calendar year have not issued and will not issue tax-exempt obligations designated as qualified tax-exempt obligations in an aggregate amount, including the Obligation, exceeding \$10,000,000.

(D) Written procedures have been established for the City to ensure that all nonqualified obligations are remediated according to the requirements under the Code and related Regulations and to monitor the requirements of section 148 of the Code relating to arbitrage, with which the City will comply.

(b) (i) Undefined terms used in this subsection shall have the meanings given to them in the Code and the Regulations.

(ii) Unless an exception is available to the satisfaction of the City Representative, within 60 days after the end of each Bond Year, the City shall cause the Rebate Requirement to be calculated and shall pay to the United States of America:

(A) not later than 60 days after the end of the fifth Bond Year and every fifth Bond Year thereafter, an amount which, when added to the future value of all previous Rebate Payments with respect to the Obligation (determined as of such Computation Date), is equal to at least 90% of the sum of the Rebate Requirement (determined as of the last day of such Bond Year) plus the future value of all previous Rebate Payments with respect to the Obligation (determined as of the last day of such Bond Year); and

(B) not later than 60 days after the retirement of the last Obligation, an amount equal to 100% of the Rebate Requirement (determined as of the date of retirement of the last Obligation).

Each Rebate Payment required to be made under this Section shall be filed on or before the date such payment is due, with the Internal Revenue Service at the appropriate location and with required forms and other materials, currently by addressing it to IRS Service Center, Ogden, Utah 84201, and accompanying it with IRS Form 8038-T.

(iii) No Nonpurpose Investment shall be acquired for an amount in excess of its fair market value. No Nonpurpose Investment shall be sold or otherwise disposed of for an amount less than its fair market value.

(iv) For purposes of paragraph (iii), whether a Nonpurpose Investment has been purchased or sold or disposed of for its fair market value shall be determined as follows:

(A) The fair market value of a Nonpurpose Investment generally shall be the price at which a willing purchaser would purchase the Nonpurpose Investment from a willing seller in a bona fide arm's length transaction. Fair market value shall be determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding.

(B) Except as provided in Subsection (v) or (vi), a Nonpurpose Investment that is not of a type traded on an established securities market, within the meaning of Code section 1273, is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(C) If a United States Treasury obligation is acquired directly from or sold or disposed of directly to the United States Treasury, such acquisition or sale or disposition shall be treated as establishing the fair market value of the obligation.

(v) The purchase price of a certificate of deposit that has a fixed interest rate, a fixed payment schedule and a substantial penalty for early withdrawal is considered to be its fair market value if the yield on the certificate of deposit is not less than:

(A) the yield on reasonably comparable direct obligations of the United States; and

(B) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(vi) A guaranteed investment contract shall be considered acquired and disposed of for an amount equal to its fair market value if:

(A) A bona fide solicitation in writing for a specified guaranteed investment contract, including all material terms, is timely forwarded to all potential providers. The solicitation must include a statement that the submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the City or any other person (whether or not in connection with the Obligation), and that the bid is not being submitted solely as a courtesy to the City or any other person for purposes of satisfying the requirements in the Regulations that the City receive bids from at least one reasonably competitive provider and at least three providers that do not have a material financial interest in the Obligation.

(B) All potential providers have an equal opportunity to bid, with no potential provider having the opportunity to review other bids before providing a bid.

(C) At least three reasonably competitive providers (i.e. having an established industry reputation as a competitive provider of the type of investments being purchased) are solicited for bids. At least three bids must be received from providers that have no material financial interest in the Obligation (e.g., a lead underwriter within 15 days of the

issue date of the Obligation or a financial advisor with respect to the investment) and at least one of such three bids must be from a reasonably competitive provider. If the City uses an agent to conduct the bidding, the agent may not bid.

(D) The highest-yielding guaranteed investment contract for which a qualifying bid is made (determined net of broker's fees) is purchased.

(E) The determination of the terms of the guaranteed investment contract takes into account as a significant factor the reasonably expected deposit and drawdown schedule for the amounts to be invested.

(F) The terms for the guaranteed investment contract are commercially reasonable (i.e. have a legitimate business purpose other than to increase the purchase price or reduce the yield of the guaranteed investment contract).

(G) The provider of the investment contract certifies the administrative costs (as defined in Regulations section 1.148-5(e)) that it pays (or expects to pay) to third parties in connection with the guaranteed investment contract.

(H) The City retains until three years after the last outstanding Obligation is retired, (1) a copy of the guaranteed investment contract, (2) a receipt or other record of the amount actually paid for the guaranteed investment contract, including any administrative costs paid by the City and a copy of the provider's certification described in (G) above, (3) the name of the person and entity submitting each bid, the time and date of the bid, and the bid results and (4) the bid solicitation form and, if the terms of the guaranteed investment contract deviate from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose of the deviation.

(vii) Such experts and consultants shall be employed by the City to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with section 148(f) of the Code with respect to the Obligation.

Section 12. Covenant as to Conflict of Interest; Other Statutory Restrictions.

(a) To the extent applicable by provision of law, the Seller acknowledges that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, the provisions of which are incorporated herein and which provides that the City may within three (3) years after its execution cancel any contract (including this Agreement) without penalty or further obligation made by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice is received by all other parties to the contract unless the notice specifies a later time. The Seller covenants not to employ as an employee, an agent or, with respect to the subject matter of this Agreement, a consultant, any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Seller within three years from the execution

of this Agreement, unless a waiver of Section 38-511, Arizona Revised Statutes, is provided by the City. No basis exists for the City to cancel this Agreement pursuant to Section 38-511, Arizona Revised Statutes, as of the date hereof.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, the Seller shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the “e-verify” requirements under Section 23-214(A), Arizona Revised Statutes. The breach by the Seller of the foregoing shall be deemed a material breach of this Agreement and may result in the termination of the services of the Seller by the City. To the extent permitted by law, the City retains the legal right to randomly inspect the papers and records of the Seller to ensure that the Seller is complying with the above-mentioned warranty. The Seller shall keep such papers and records open for random inspection during normal business hours by the City. The Seller shall cooperate with the random inspections by the City including granting the City entry rights onto its property to perform such random inspections and waiving its respective rights to keep such papers and records confidential.

Section 13. Miscellaneous.

(a) No covenant or obligation herein to be performed by the City may be waived except by the written consent of the Seller, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude the Seller from invoking such remedy at any later time prior to the cure by the City of the condition giving rise to such remedy.

(b) This Agreement shall be construed and governed in accordance with the laws of the State in effect from time to time.

(c) The recitals set forth at the beginning of this Agreement are incorporated in this Agreement by this reference. This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, supplemented, altered or changed in any respect except by a written document signed by both the Seller and the City, subject to the restrictions with regard thereto provided by the Trust Agreement.

(d) Any term or provision of this Agreement found to be prohibited by law or unenforceable or which would cause this Agreement to be invalid, prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, causing the remainder of this Agreement to be invalid, prohibited by law or unenforceable.

(e) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(f) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, assigns and personal representatives, as the case may be. Any person or entity acquiring any interest in or to the right, title or interest of the Seller herein shall be and have the rights of a third party beneficiary hereunder.

(g) This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day of and year first above written.

The Seller:

_____, as seller

By

Printed Name:

Title:

The City:

CITY OF SAFFORD, ARIZONA, a municipal corporation under the laws of the State of Arizona, as purchaser

By.....
Mayor

ATTEST:

By.....
Town Clerk

SCHEDULE

<u>Payment Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Payment</u>
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CITY COUNCIL COMMUNICATION

TO: Mayor and Council
FROM: Eric Buckley, Utilities Director
SUBJECT: Presentation of the Territorial Settlement Agreement
DATE: Monday, January 26, 2015 at 6:00 p.m.

Purpose and Recommended Action:

This is a Presentation to bring the Council up to date on the Territorial Settlement Agreement between the City of Safford and the Graham County Electric Cooperative.

Background:

The Agreement derived from extensive negotiations with Graham County Electric Cooperative in an attempt to define where, who and how each entity serves electrical power. Secondly, the Settlement Agreement indicates a boundary that allowed Safford to go outside of its current system to pick up additional customers. Finally, the Agreement specifies when Safford assumed Wal-Mart and when the Cooperative assumed the Safford Regional Airport property.

Analysis: