



MEMORANDUM TRANSPORTATION & DEVELOPMENT DEPARTMENT  
MEMO NO. TDA12-001

DATE: JULY 28, 2011

TO: MAYOR AND CITY COUNCIL

THRU: RICH DLUGAS, CITY MANAGER *R. Dlugas*  
PAT MCDERMOTT, ASSISTANT CITY MANAGER *pm*  
R.J. ZEDER, TRANSPORTATION AND DEVELOPMENT DIRECTOR *RJZ*  
MARK EYNATTEN, COMMUNITY SERVICES DIRECTOR *ME*

FROM: MARGARET COULTER, REGULATORY AFFAIRS MANAGER *MC*

SUBJECT: RESOLUTION NO. 4525, APPROVING AMENDMENT NO. TWO TO THE INTERGOVERNMENTAL AGREEMENT ENTERED INTO ON JANUARY 12, 1993 (THE "IGA") BETWEEN THE CITY OF CHANDLER AND MARICOPA COUNTY RELATING TO THE CONVEYANCE OF A 225-ACRE PARCEL OF PROPERTY (THE "SITE") FROM MARICOPA COUNTY TO THE CITY OF CHANDLER FOR THE DEVELOPMENT AND OPERATION OF A MUNICIPAL GOLF FACILITY IN ORDER TO EXPAND SITE USE TO INCLUDE WIRELESS TELECOMMUNICATION FACILITIES.

RECOMMENDATION: Staff recommends approval of Resolution No. 4525, approving Amendment No. Two to the Intergovernmental Agreement entered into on January 12, 1993 (The "IGA") between the City of Chandler and Maricopa County relating to the conveyance of a 225-acre parcel of property (The "Site") from Maricopa County to the City of Chandler for the development and operation of a municipal golf facility in order to expand site use to include wireless telecommunication facilities.

BACKGROUND: The IGA was entered on January 12, 1993 between the City of Chandler (CITY) and Maricopa County (County) in order to facilitate the development of a golf course facility (now known as Bear Creek Golf Course) on the county-owned Site to benefit the residents of Southeast Maricopa County, including the City of Chandler. The IGA transferred the Site to the City, but restricts use exclusively to golf course- related activities. Any non-golf course related activities would violate the agreement, subjecting the Site to the possibility of it reverting to the County. This Amendment recognizes the location of a wireless telecommunication facility on the site as an additional sanctioned use for the Site, and sets the parameters for such use and determines the benefits that may be assigned to each party of the IGA.

FINANCIAL IMPLICATIONS: The Amendment calls for the City and County to each derive 50 percent of any revenues resulting from the inclusion of wireless telecommunications facilities on the Site.

PROPOSED MOTION: Move to approve Resolution No. 4525 , approving Amendment No. Two to the Intergovernmental Agreement entered into on January 12, 1993 (The “IGA”) between the City of Chandler and Maricopa County relating to the conveyance of a 225-acre parcel of property (The “Site”) from Maricopa County to the City of Chandler for the development and operation of a municipal golf facility in order to expand site use to include wireless telecommunication facilities.

Attachments:

Resolution 4525

Exhibit A-“Amendment No. Two”

RESOLUTION NO. 4525

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AMENDMENT NO. TWO TO THE INTERGOVERNMENTAL AGREEMENT ENTERED INTO ON JANUARY 12, 1993 (THE "IGA") BETWEEN THE CITY OF CHANDLER AND MARICOPA COUNTY RELATING TO THE CONVEYANCE OF A 225-ACRE PARCEL OF PROPERTY (THE "SITE") FROM MARICOPA COUNTY TO THE CITY OF CHANDLER FOR THE DEVELOPMENT AND OPERATION OF A MUNICIPAL GOLF FACILITY IN ORDER TO EXPAND USE TO INCLUDE WIRELESS TELECOMMUNICATION FACILITIES.

WHEREAS, the governing bodies of the City of Chandler (CITY) and Maricopa County (COUNTY) are mutually interested in the development of leisure and recreational facilities to serve the citizens of the City of Chandler and Southeast Maricopa County; and

WHEREAS, the COUNTY conveyed the SITE to the CITY in order to facilitate the CITY's development and operation of a golf facility to benefits the residents of Southeast Maricopa County; and

WHEREAS, there has become a need to have the option to provide space on the SITE in order to support the construction of wireless telecommunications facilities that use antennas and other support equipment in order to serve the communication needs of the community; and

WHEREAS, both IGA parties wish to expand the allotted use of the SITE to include the location of wireless telecommunications facilities and have agreed upon an amendment to the IGA to allow for such expanded use; and

WHEREAS, Amendment No. Two, which is attached hereto as Exhibit "A", and incorporated herein by this reference, represents a fair and reasonable apportionment of benefits associated with the development of wireless telecommunication facilities on the SITE, and

WHEREAS, the City of Chandler and Maricopa County are authorized to enter into intergovernmental agreements and amend existing intergovernmental agreements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona as follows:

1. That the Mayor of the City of Chandler is hereby authorized on behalf of the City to execute Amendment No. Two to the IGA between the City of Chandler and Maricopa County.
2. That the various City officers and employees be and they hereby are authorized and directed to perform all acts necessary to give effect to this Resolution.

PASSED AND ADOPTED BY THE City Council of the City of Chandler, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST:

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

\_\_\_\_\_  
Mayor

#### CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4525 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, and that a quorum was present thereat.

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

*SKM for HAB*

**AMENDMENT NO. TWO**  
**TO INTERGOVERNMENTAL AGREEMENT ENTERED INTO ON JANUARY 12, 1993**  
**BETWEEN MARICOPA COUNTY AND CITY OF CHANDLER**

**RECITALS**

**WHEREAS**, an Intergovernmental Agreement ("Agreement") was entered into between Maricopa County, a political subdivision of the State of Arizona, herein after referred to as "County" and City of Chandler, an Arizona municipal corporation, herein after referred to as "City" on January 12, 1993 (CS-93-1-023), (individually known as "Party", collectively known as "Parties"), for the transfer of two hundred twenty five (225) acres of the Amstar Spreckles property for the construction of golf course facilities ("Site"), which was recorded with the Maricopa County Recorder as Instrument No. M.C.R. 93-078303; and

**WHEREAS**, Amendment One to the Agreement ("Amendment One") (C-75-97-019-2-01) dated July 23, 1997, which was recorded with Maricopa County Recorder as Instrument No. M.C.R. 97-0568011, was entered into between County and City to provide an efficient and effective means to address the environmental conditions at the Site; eliminated the requirement that County remove the spent lime; eliminated the requirement for the County to provide Type II water rights; established a fee schedule to be applied by the City in any long-term lease of the Site to a third- party lessee for the purpose of construction, developing, operating and maintaining the Site; and allocated to County a share of the revenues received by the City pursuant to such lease; and

**WHEREAS**, pursuant to Amendment One, on August 28, 1997, the County executed a Special Warranty Deed conveying title to the Site to the City; and

**WHEREAS**, on April 30, 1999, the City entered into a long-term lease, as amended by Amendment One dated February 28, 2002, with Las Corrientas, LLC, an Arizona limited liability company for the design, construction, operation, repair and maintenance of a public golf facility, with the term of the lease commencing on January 1, 2000, and

**WHEREAS**, a funding request (C-30-03-008-2-00) dated November 20, 2002, resolved a difference of interpretation between County and City as to the Effective Date in which County was then paid past due fee payments; and

**WHEREAS**, the Agreement and Special Warranty Deed conveying the property restrict the use of the property to a golf course and related facilities; and

**WHEREAS**, the City requests to expand the permitted uses of the property for telecommunication provider(s) to construct and operate of a telecommunication tower(s) and related facilities, which will provide revenue generation and improve telecommunications within the city limits, but which cannot be provided by the City without the Agreement first being modified by the Parties to allow for such use; and

**WHEREAS**, the City desired communication related facility construction would require an amendment to the Agreement due to restrictions limiting development of the Site to a golf course and related facilities; and

**WHEREAS**, the County and City desire to enter into this Amendment Two to the Agreement (“Amendment Two”) for the purpose of allowing a portion of the Site to be used for the erection and operation of a telecommunication tower(s) and related facilities with the understanding that all other provisions of the Agreement, as previously modified by Amendment One, to remain in full force and effect.

**NOW THEREFORE**, in consideration of the foregoing and other valuable considerations, County and City hereby agree as follows:

**I. INCORPORATION OF RECITALS**

The Recitals set forth above are hereby incorporated into this Agreement.

**II. USE OF PROPERTY**

Section 2 – Use of Property, of the Agreement is amended to add an introductory phrase to the first sentence of the Section to read: “Subject to Section 22 below.....”

**III. FEE PAYMENTS**

Section 10 of Amendment One to the Agreement is amended to add an introductory phrase to the first sentence of the Section: “Subject to Section 22 below.....”

**IV. GENERAL PROVISIONS**

Add Section 22 – Use of Cell Tower Site in its entirety.

**22. Use of Cell Tower Site.**

Notwithstanding Section 2 of the Agreement, a portion of the Site may be used as the location for the construction, erection, and operation of a telecommunication tower and related facilities, subject to the City’s land use regulations. Such use is deemed an ancillary use, not a primary use of the Site as a public golf facility. Such ancillary use at the Cell Tower Site shall be allowed under this Agreement subject to the following provisions:

22.1 The telecommunication provider using the Cell Tower Site shall do so pursuant to a lease or license allowing for such use on the property.

22.2 The use of the Cell Tower Site for telecommunication purposes shall be in accordance and compliance with any required use permit or other applicable land use regulation in effect, within the limits of the City of Chandler, and in accordance with any other applicable state or federal laws.

22.3 The use of the Cell Tower Site for telecommunication purposes shall not unreasonably interfere with the primary purpose of the Site as a location of a public golf facility or with the operation of the City’s lease on the Site.

- 22.4 The County shall have no responsibility or obligation with respect to the use of the Cell Tower Site for telecommunication purposes or for any costs or expenses otherwise incurred for such use.
- 22.5 The City will notify the County regarding placement of the telecommunication tower(s) and related facilities and given the opportunity to comment.
- 22.6 The County shall receive from the City one-half (1/2) of the gross revenue payments made by the telecommunication provider authorized by the City to construct, erect and operate the telecommunication tower(s) and facilities at the Cell Tower Site and received by the City. (See **Exhibit 4.2 – Fee Payment Schedule**)
- 22.7 The City agrees to the writing in of any agreement pertaining to telecommunication towers and related facilities that the County will be contacted by the City to see if it desires, dependent upon availability, space allocated in support of public health and safety communication needs.

Add Section 23 – Employer Sanctions Law in its entirety.

23. Employer Sanctions Law.

City warrants that it is in compliance with A.R.S. §41-4401 and further acknowledges:

- 23.1 That City and its subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. §23-214, Subsection A;
- 23.2 That a breach of any warranty under Subsection A above, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the Agreement;
- 23.3 That the contracting government entity retains the legal right to inspect the papers of any City or subcontractor employee who works on the Agreement to ensure that the City or subcontractor is complying with the warranty provided under Subsection A above and that the Contractor agrees to make all papers and employment records of said employees(s) available during normal working hours in order to facilitate such an inspection;
- 23.4 That nothing herein shall make City or any subcontractor an agent or employee of the contracting government entity.

Add Section 24 - Verification of Employment Eligibility; E-Verify Program; Economic Development Incentives; List of Registered Employers in its entirety.

24. Verification of Employment Eligibility; E-Verify Program; Economic Development Incentives; List of Registered Employers.

- 24.1 After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer.
- 24.2 In addition to any other requirement for an employer to receive an economic development incentive from a government entity, the employer shall register with and participate in the e-verify program. Before receiving the economic development incentive, the employer shall provide proof to the government entity that the employer is registered with and is participating in the e-verify program. If the government entity determines that the employer is not complying with this subsection, the government entity shall notify the employer by certified mail of the government entity's determination of noncompliance and the employer's right to appeal the determination. On a final determination of noncompliance, the employer shall repay all monies received as an economic development incentive to the government entity within thirty (30) days of the final determination. For the purposes of this subsection:
- A. "Economic development incentive" means any grant, loan or performance-based incentive from any government entity that is awarded after September 30, 2008. Economic development incentive does not include any tax provision under title 42 or 43.
- B. "Government entity" means this state and any political subdivision of this state that receives and uses tax revenues.
- 24.3 Every three (3) months the attorney general shall request from the United States Department of Homeland Security a list of employers from this state that are registered with the e-verify program. On receipt of the list of employers, the attorney general shall make the list available on the attorney general's website.

Add Section 25 - Verification Regarding Compliance with A.R.S. §§ 35-391.06 and 35-393.06, Business Relations with Sudan and Iran.

25. Verification Regarding Compliance with A.R.S. §§ 35-391.06 and 35-393.06, Business Relations with Sudan and Iran.
- 25.1 By entering into the Contract, the City certifies it does not have scrutinized business operations in Sudan or Iran. City shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement.
- 25.2 The County may request verification of compliance for City or any subcontractor performing work under the Agreement. Should the County suspect or find that the City or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work; termination of the

Agreement for default; and suspension and/or debarment of the City. All costs necessary to verify compliance are the responsibility of the City.

**V. ACCOUNTING AND FEES**

Delete **Exhibit 4** of Amendment One in its entirety and replace with attached **Exhibit 4.2**  
– **Fee Payment Schedule:**

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

**MARICOPA COUNTY  
BOARD OF SUPERVISORS**

**CITY OF CHANDLER**

By: \_\_\_\_\_  
Its: Chairman  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: Mayor  
Date: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Clerk of the Board Date

\_\_\_\_\_  
Chandler City Clerk Date

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Attorney for Maricopa County Date

\_\_\_\_\_  
Chandler City Attorney Date

*GJB*

**Exhibit 4.2 – Fee Payment Schedule**

<b>Contract Year</b>	<b>Period</b>	<b>Minimum Rent Payment Component</b>	<b>Additional Rent Payment Component</b>	<b>Secondary Agreements</b>
1	1/1/2000 - 12/31/2000	\$100.00	0	0
2	1/1/2001 - 12/31/2001	\$100.00	0	0
3	1/1/2002 - 12/31/2002	\$25,000.00	\$0.50 per round less \$25,000.00	0
4	1/1/2003 - 12/31/2003	\$30,000.00	\$0.50 per round less \$30,000.00	0
5	1/1/2004 - 12/31/2004	\$35,000.00	\$0.50 per round less \$35,000.00	0
6	1/1/2005 - 12/31/2005	\$50,000.00	\$0.75 per round less \$50,000.00	0
7	1/1/2006 - 12/31/2006	\$54,000.00	\$0.75 per round less \$50,000.00	0
8	1/1/2007 - 12/31/2007	\$58,000.00	\$0.75 per round less \$50,000.00	0
9	1/1/2008 - 12/31/2008	\$62,000.00	\$0.75 per round less \$50,000.00	0
10	1/1/2009- 12/31/2009	\$66,000.00	\$0.75 per round less \$50,000.00	0
11	1/1/2010 - 12/31/2010	\$80,000.00	\$1.00 per round less \$80,000.00	0
12	1/1/2011 - 12/31/2011	\$85,000.00	\$1.00 per round less \$85,000.00	0
13	1/1/2012 - 12/31/2012	\$90,000.00	\$1.00 per round less \$90,000.00	50.00%
14	1/1/2013 - 12/31/2013	\$95,000.00	\$1.00 per round less \$95,000.00	50.00%
15	1/1/2014 - 12/31/2014	\$100,000.00	\$1.00 per round less \$100,000.00	50.00%
16	1/1/2015 - 12/31/2015	\$105,000.00	\$1.50 per round less \$105,000.00	50.00%
17	1/1/2016 - 12/31/2016	\$110,000.00	\$1.50 per round less \$110,000.00	50.00%
18	1/1/2017- 12/31/2017	\$115,000.00	\$1.50 per round less \$115,000.00	50.00%
19	1/1/2018 - 12/31/2018	\$120,000.00	\$1.50 per round less \$120,000.00	50.00%
20	1/1/2019- 12/31/2019	\$125,000.00	\$1.50 per round less \$125,000.00	50.00%
21	1/1/2020 - 12/31/2020	\$135,000.00	\$2.00 per round less \$135,000.00	50.00%
22	1/1/2021 - 12/31/2021	\$140,000.00	\$2.00 per round less \$140,000.00	50.00%
23	1/1/2022 - 12/31/2022	\$145,000.00	\$2.00 per round less \$145,000.00	50.00%
24	1/1/2023- 12/31/2023	\$150,000.00	\$2.00 per round less \$150,000.00	50.00%
25	1/1/2024 - 12/31/2024	\$155,000.00	\$2.00 per round less \$155,000.00	50.00%
26	1/1/2025 - 12/31/2025	\$165,000.00	\$2.50 per round less \$165,000.00	50.00%
27	1/1/2026 - 12/31/2026	\$170,000.00	\$2.50 per round less \$170,000.00	50.00%
28	1/1/2027- 12/31/2027	\$175,000.00	\$2.50 per round less \$175,000.00	50.00%
29	1/1/2028- 12/31/2028	\$180,000.00	\$2.50 per round less \$180,000.00	50.00%
30	1/1/2029 - 12/31/2029	\$185,000.00	\$2.50 per round less \$185,000.00	50.00%

**Exhibit 4.2 – Fee Payment Schedule (Continued)**

<b>Contract Year</b>	<b>Period</b>	<b>Minimum Rent Payment Component</b>	<b>Additional Rent Payment Component</b>	<b>Secondary Agreements</b>
<b>1st Renewal Option Period</b>				
31	1/1/2030 - 12/31/2030	\$270,000.00	\$3.00 per round less \$270,000.00	50.00%
32	1/1/2031 - 12/31/2031	\$270,000.00	\$3.00 per round less \$270,000.00	50.00%
33	1/1/2032 - 12/31/2032	\$270,000.00	\$3.00 per round less \$270,000.00	50.00%
34	1/1/2033 - 12/31/2033	\$270,000.00	\$3.00 per round less \$270,000.00	50.00%
35	1/1/2034 - 12/31/2034	\$270,000.00	\$3.00 per round less \$270,000.00	50.00%
36	1/1/2035 - 12/31/2035	\$315,000.00	\$3.50 per round less \$315,000.00	50.00%
37	1/1/2036 - 12/31/2036	\$315,000.00	\$3.50 per round less \$315,000.00	50.00%
38	1/1/2037 - 12/31/2037	\$315,000.00	\$3.50 per round less \$315,000.00	50.00%
39	1/1/2038 - 12/31/2038	\$315,000.00	\$3.50 per round less \$315,000.00	50.00%
40	1/1/2039 - 12/31/2039	\$315,000.00	\$3.50 per round less \$315,000.00	50.00%
		<b>2nd Renewal Option Period</b>		
41	1/1/2040 - 12/31/2040	\$360,000.00	\$4.00 per round less \$360,000.00	50.00%
42	1/1/2041 - 12/31/2041	\$360,000.00	\$4.00 per round less \$360,000.00	50.00%
43	1/1/2042 - 12/31/2042	\$360,000.00	\$4.00 per round less \$360,000.00	50.00%
44	1/1/2043 - 12/31/2043	\$360,000.00	\$4.00 per round less \$360,000.00	50.00%
45	1/1/2044 - 12/31/2044	\$360,000.00	\$4.00 per round less \$360,000.00	50.00%
46	1/1/2045 - 12/31/2045	\$405,000.00	\$4.50 per round less \$405,000.00	50.00%
47	1/1/2046 - 12/31/2046	\$405,000.00	\$4.50 per round less \$405,000.00	50.00%
48	1/1/2047 - 12/31/2047	\$405,000.00	\$4.50 per round less \$405,000.00	50.00%
49	1/1/2048 - 12/31/2048	\$405,000.00	\$4.50 per round less \$405,000.00	50.00%
50	1/1/2049 - 12/31/2049	\$405,000.00	\$4.50 per round less \$405,000.00	50.00%

**Exhibit 4.2 – Fee Payment Schedule (Continued)**

**Sample Fee Calculation.**

<b>Contract Year: 15 (1/1/2014 - 12/31/2014)</b>					
		First 1/2 Pymt Due	First 1/2 Pymt Amt	Second 1/2 Pymt Due	Second 1/2 Pymt Amt
Minimum Rent Payment Component:	\$100,000.00	1/21/2015	\$25,000.00	7/21/2015	\$25,000.00
	<u># Rounds</u>	<u>\$1.00 Fee/Rounds</u>	<u>Minus Minimum Rent Pymt</u>	<u>Additional Fee Pymt</u>	<u>Due Date</u>
Additional Fee Pymt	80,000	\$80,000.00	\$100,000.00	\$0.00	3/1/2015
	<u>Revenue Rcd by City</u>	<u>% Rcd by County</u>	<u>Fee Pymt Due County</u>	<u>Due Date</u>	
Communications Revenue	\$20,000.00	50.00%	\$10,000.00	3/1/2015	

Upon the start of Contract Year 13, upon Amendment Two being effective, the date approved and executed by the Maricopa County Board of Supervisors, the City of Chandler's governing body and recorded with the Maricopa County Recorder's Office, the County shall receive one-half (1/2) of the gross revenue payments received from secondary agreements that operate or construct telecommunication towers and related facilities, to include co-located communication sites on the same tower. In the event the City's rights are assigned or conveyed to another entity, through sale or any other means, the County shall be entitled to share in the gross revenue payments received from the sub-contractor of the telecommunication towers and related facilities, to include co-located communication sites on the same tower, for the remainder of the base term and renewal option terms of the secondary agreement(s). Upon expiration of the Agreement with the City or Assignee of the Site, at either the end of the base term or either of the two (2) ten (10) - year option periods, as applicable, the County shall no longer be entitled to share in any revenues generated from the Site. The revenue to be received by the County pursuant to the secondary agreements are set forth in the fee payment schedule attached hereto as **Exhibit 4.2 – Fee Payment Schedule** and incorporated herein by this reference. Except as expressly provided herein, the County shall not have any approval rights with respect to any supplementary agreement.

#### **Exhibit 4.2 – Fee Payment Schedule (Continued)**

Minimum Rent Payment Component first half payment is due County the 21<sup>st</sup> of January (“Due Date”) for the previous Contract Year. If the Due Date falls on a Saturday, Sunday or legal holiday, the Due Date is the close of business of the first business day following the Saturday, Sunday or legal holiday.

Minimum Rent Payment Component second half payment is due County the 21<sup>st</sup> of July (“Due Date”) for the previous Contract Year. If the Due Date falls on a Saturday, Sunday or legal holiday, the Due Date is the close of business of the first business day following the Saturday, Sunday or legal holiday.

Additional Fee Payment, to include secondary agreements, is due March 1<sup>st</sup> (“Due Date”) for the previous Contract Year. If the Due Date falls on a Saturday, Sunday or legal holiday, the Due Date is the close of business of the first business day following the Saturday, Sunday or legal holiday.

The final fee payment Minimum Rent Payment Component and Additional Fee Payment is due County March 1<sup>st</sup> (“Due Date”) of the year after the Agreement expires or terminates. If the Due Date falls on a Saturday, Sunday or legal holiday, the Due Date is the close of business of the first business day following the Saturday, Sunday or legal holiday.

A ten percent (10%) Late Fee will be assessed for amounts past due the County. The Due Date for Late Fee payments will be the date stated on the invoice to be prepared by County.