

ADDITIONAL INFORMATION

SEPTEMBER 15, 2010

REGULAR SESSION

ITEM #10

Memo

To: Mayor and Council
From: Russ Martin, Town Manager
Date: September 14, 2010
Re: Financing INCODE Software

I am sorry to send you this so soon before your potential decision Wed. night however, I thought it was important to give you some opportunity to think about another option here. I would like us to consider paying for it completely this year in whole and paying ourselves (reserves) back over whatever period of time preferably 3 years (the 1st year is already budgeted, \$68,000). Basically, why pay interest when it is within our ability to pay for it now and still have adequate reserves. We would then transfer into reserves \$66,000 for the next two years (11/12 and 12/13) to replenish what was used for this purchase. Savings would be approximately \$30,000 (interest) over a 5 year payment schedule or \$16,000 over a 3 year payment schedule. This is because we currently are getting essentially 0 % interest on our reserves. This direction will require a budget re-appropriation that staff would need to come back to you with in the next meeting.

Also it is essentially because of the timeframe between when an agenda item is due (Wed. @12 noon) and packets needing to be ready (Thurs. morning) that I am unable to get "quality" time to review and recommend these types of things prior to your packet being produced. I am requesting we move that deadline up a little (Monday 12 noon) to give me a chance to provide input to staff and council agenda items prior to them being placed on the agenda and in the packet. There are always going to be emerging needs before the agenda is set on Wednesday afternoon and we should be prepared to accommodate those special occasions however I think this will help ensure "ripeness" of agenda items. Please let me know how you feel about this.

If you have any questions, comments or concerns regarding this matter, please feel free to contact me via the information below. Thanks for your consideration.



It's in your hands ~ "Build a stronger community – shop locally"

**AGENDA
REGULAR SESSION
MAYOR AND COUNCIL
COUNCIL CHAMBERS · 473 S. Main Street, Room #106
WEDNESDAY, SEPTEMBER 15, 2010
at 6:30 P.M.**

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Consent Agenda** – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.
 - a) **Approval of the Minutes:**
 - 1) Regular Session – September 1, 2010
 - 2) Joint Work Session – September 1, 2010
 - 3) Council/Manager Retreat – August 25, 2010
 - b) **Set Next Meeting, Date and Time:**
 - 1) September 22, 2010 at 5:00 p.m. – Work Session for Presentation for Audit Services
 - 2) September 22, 2010 at 6:30 p.m. – Council Hears Planning & Zoning Matters
 - 3) October 6, 2010 at 6:30 p.m. – Regular Session
 - 4) October 20, 2010 at 6:30 p.m. – Regular Session
 - 5) October 27, 2010 at 6:30 p.m. – Council Hears Planning & Zoning Matters
 - c) **Possible appointment of C. Kenneth Ray, Esq. as Assistant Magistrate for the Camp Verde Municipal Court for a two-year period, effective September 16, 2010 and setting the weekly pay rate at \$33.33 (\$1,733.16 annually) to handle the Friday in-custody initial appearances.** This is a budgeted item. Staff Resource: Presiding Magistrate Cipriano
 - d) **Possible authorization for the Mayor to sign the Membership Agreement with the National Joint Powers Alliance Service Corporation. The agreement permits participating governmental and municipal agencies to reduce the cost of purchased goods. There is no cost associated with this agreement.** Staff Resource: Lisa Elliott
 - e) **Possible approval of an Agreement for Contracted Services and Municipal Lease between the Town of Camp Verde and the Chamber of Commerce. The Town has budgeted and will pay \$55,000 for FY 2010/11 for the operation of the Visitor's Center and \$25,000 to be used for tourism in promoting and marketing Camp Verde as a destination.** Staff Resource: Russ Martin
5. **Special Announcements & Presentations**
 - **Presentation of a Plaque that was presented to the Town of Camp Verde by the United States 2010 Census in appreciation of the Town's assistance with the census count.** Staff Resource: Debbie Barber
 - **Welcome to the new businesses that registered during the month of August 2010:**
 - ❖ All West Fire Protection, Prescott, AZ
 - ❖ Mostert Cranes & Equipment, Inc., Dewey, AZ
 - ❖ Central Basin Builders Inc., Lake Montezuma, AZ
 - ❖ Stanley Steel Structures, LLC, Cottonwood, AZ
 - ❖ Old World Guns, LLC, 567 S. Main Street, Camp Verde, AZ
 - ❖ Piper's Plumbing, Inc., Cottonwood, AZ
 - ❖ MSP Drywall, LLC, Phoenix, AZ
 - ❖ Verde Cellars, LLC, 212 Finnie Flat Road, Camp Verde, AZ
 - ❖ Coconino Fence Co., Inc. Flagstaff, AZ
 - ❖ Hatch Plumbing, Inc., Flagstaff, AZ
 - ❖ Signs 928, LLC, Cottonwood, AZ

6. **Council Informational Reports.** These reports are relative to the committee meetings that Council members attend. The Committees are Camp Verde Schools Education Foundation; Chamber of Commerce, Intergovernmental Association, NACOG Regional Council, Verde Valley Transportation Planning Organization, Yavapai County Water Advisory Committee, and shopping locally. In addition, individual members may provide brief summaries of current events. The Council will have no discussion or take action on any of these items, except that they may request that the item be placed on a future agenda.
7. **Call to the Public for Items not on the Agenda.**
8. **Discussion, consideration and possible recommendation for approval of a liquor license application submitted by the Clear Creek Village Store located at 4483 E. SR 260 in Camp Verde.** Staff Resource: Debbie Barber
9. **Discussion, consideration and possible recommendation for approval of a liquor license application submitted by Camp Verde Feed & Country Store located at 584 S. Main Street in Camp Verde.** Staff Resource: Debbie Barber
10. **Discussion, consideration, and possible authorization for the Mayor to execute the purchase agreement with Tyler Technologies to purchase the INCODE software system at an estimated cost of \$200,324.00, which can be financed for a period of 3 to 5 years.** This is a budgeted item. Staff Resource: Lisa Elliott
11. **Discussion, consideration, and possible direction to staff relative to developing programs for the Library that pay for themselves (i.e. scrapbooking classes and children's activities).** Staff Resource: Gerry Laurito
12. **Call to the Public for Items not on the Agenda.**
13. **Advanced Approvals of Town Expenditures.** There are no advanced approvals.
14. **Manager/Staff Report** Individual members of the Staff may provide brief summaries of current events and activities. These summaries are strictly for informing the Council and public of such events and activities. The Council will have no discussion, consideration, or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda.
15. **Adjournment**

Posted by: *V. Jones*

Date/Time: 9-9-2010 8:30 a.m.

Note: Pursuant to A.R.S. §38-431.03.A.2 and A.3, the Council may vote to go into Executive Session for purposes of consultation for legal advice with the Town Attorney on any matter listed on the Agenda, or discussion of records exempt by law from public inspection associated with an agenda item.

The Town of Camp Verde Council Chambers is accessible to the handicapped. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk.

4a.1

**MINUTES
REGULAR SESSION
MAYOR AND COUNCIL
COUNCIL CHAMBERS
WEDNESDAY, SEPTEMBER 1, 2010
6:30 P.M.**

Minutes are a summary of the actions taken. They are not verbatim.
Public input is placed after Council motions to facilitate future research.
Public input, where appropriate, is heard prior to the motion

1. **Call to Order**

The meeting was called to order at 6:30 p.m.

2. **Roll Call**

Mayor Burnside, Vice Mayor Kovacovich, Councilors Whatley, Garrison, Baker, Roulette, and German were present.

Also Present: Town Manager Russ Martin, Public Works Director Ron Long, Special Projects Administrator Matt Morris, Town Clerk Debbie Barber, and Recording Secretary Margaret.

3. **Pledge of Allegiance**

The Pledge was led by Kovacovich.

4. **Consent Agenda** – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.

a) **Approval of the Minutes:**

- 1) Regular Session – August 18, 2010
- 2) Special Session – August 18, 2010
- 3) Executive Session – August 18, 2010 (recorded)

b) **Set Next Meeting, Date and Time:**

- 1) September 15, 2010 at 6:30 p.m. – Regular Session
- 2) September 22, 2010 at 6:30 p.m. – Council Hears Planning & Zoning Matters
- 3) October 6, 2010 at 6:30 p.m. – Regular Session
- 4) October 20, 2010 at 6:30 p.m. – Regular Session
- 5) October 27, 2010 at 6:30 p.m. – Council Hears Planning & Zoning Matters

c) **Possible approval of an Intergovernmental Agreement with Camp Verde Unified School District for the Town's use of the triangle parking lot and pedestrian trail located between the District Administration Office and Butler Park and authorization for the Manager to include a letter that outlines the new immigration law requirements to be attached to said agreement.** Staff Resource: Ron Long

On a motion by Kovacovich, seconded by Baker, the Consent Agenda was unanimously approved as presented.

5. **Special Announcements & Presentations**

- **Approval of the Proclamation declaring September 11th as "A Day to Remember", and memorializing those men, women, and children who lost their lives by the unprovoked attacks of September 11, 2001 upon America by foreign terrorists and that thrust the United States and other countries into a war it never envisioned either militarily or diplomatically.** Staff Resource: Debbie Barber
- **Presentation of a Certificate of Appreciation to Toni Jenkins for her assistance in the Spanish translation of the voter information for the Town's new website. Mrs. Jenkins provided the service to the Town at no charge.** Staff Resource: Debbie Barber

Mayor Burnside presented for approval the Proclamation declaring September 11th as "A Day to Remember", which Town Clerk Barber then read aloud into the record for all to appreciate.

Burnside then expressed the Town's gratitude for the contribution Toni Jenkins had made by assisting in the Spanish translation of the voter information for the new website, and in her absence presented the Certificate of Appreciation to her husband, Acting Community Development Director Mike Jenkins.

6. **Council Informational Reports.**

German reported on her attendance at the Chamber of Commerce Board meeting on Thursday, August 19, 2010. The local businesses are contributing funds toward the upcoming Meet-and-Greet event featuring the new Town Manager and his family. There will be a luncheon hosted by the Casino for Destination Drivers on August 31st; with a round table discussion on how to attract more businesses and related events into Camp Verde. Also, all event promoters are requested to submit event information to the PR Director for the Casino, preferably six months in advance, to be included in his promotions to be published statewide and nationwide. A Sustainable Agriculture business meeting will be held on August 23rd at Camp Verde campus of Yavapai College. Celeste Gordon will be the new Ranger at the Verde Ranger Station. On December 11th the Fort will be hosting a Victorian Christmas event, as well as Tom Sawyer Day. German thanked the newspaper for the editorial on the new website, with kudos to Matt Morris and all the staff who worked on the project.

Roulette also thanked Morris for the work on the new website.

Baker said she attended the Verde River Basin Partnership meeting on Monday as an interested citizen. She suggested that it would be helpful for the Council looking forward to have an update on water issues and water planning, perhaps jointly from WAC and the VRBP in a 10-minute presentation; if that is agreeable with Council she will try to arrange it.

Garrison noted the various events scheduled in memory of September 11th and requested that everyone spread the information to all the community to participate in the events.

Burnside reported on his meeting with Lynn Reddell at the Prescott National Forest pertaining to Copper Canyon Trailhead; after a few minor details to be worked out, it may be possible to send out a Request for Proposal soon, keeping in mind that the government works slowly.

7. **Call to the Public for Items not on the Agenda.**

(Comments from the following individuals are summarized.)

Howard Parrish shared the history of Dan Bird's son who was born in Camp Verde and who grew into young man ready to begin a successful career with his first day on the job falling that fateful day of September 11, 2001.

Linda German announced the upcoming Book Sale for the Library, as well as her own personal experiences of losing family and friends in connection with September 11, 2001.

Irene People said that on Saturday, September 4th there will be a Car Wash at Basha's, as well as a raffle, to help support and raise funds for the 3-Day Breast Cancer Walk.

There was no further public input.

8. **Discussion, consideration and possible approval of a special event liquor license for the Verde Valley Mounted Sheriff's Posse for a one-day event to be held on October 23, 2010 at Camp Verde Mercantile, 74 W. Hollamon Street.** Staff Resource: Debbie Barber

On a motion by Garrison, seconded by German, the Council by a 6-0 vote approved a special event liquor license for the Verde Valley Mounted Sheriff's Posse for October 23, 2010 at Camp Verde Mercantile located at 74 W. Hollamon Street; Roulette abstained from the vote based on possible conflict of interest.

Councilor Roulette advised the Council that he would refrain from voting on this issue since he is affiliated with the building, but will remain in the Chambers during the discussion; that was agreed to by consensus.

Town Clerk Barber said that the applicant, Jim Williams, is present to answer any questions in connection with the planned October 23rd event.

Jim Williams explained that the Sheriff's Posse will just handle the beer sales; there will also be a wine tasting and some

concessions. They can handle 50 to 100 people at one time, and it will be from 11:00 a.m. to all day.

The brief discussion included information regarding the parking accommodation.

9. **Discussion, consideration, and possible approval of an agreement between FOUR-D LLC, Information Technology (IT) Consultant, and the Town of Camp Verde to provide IT consulting services.** This is a budgeted item. (Staff Resource: Matt Morris)

On a motion by German, seconded by Roulette, the Council **voted 5-2** to approve and authorize the Mayor to sign a contractual agreement between Four-D LLC as presented by staff for a period of two years; **with Baker and Garrison opposed.**

Special Projects Administrator Matt Morris explained that the proposed agreement is a reestablishment of a contractual agreement with Four-D LLC, the group who have been helping the Town attain its computer infrastructure goals, including uniform upgrading of all employees computers for improved collaboration and efficiency between departments and employees. The ultimate goal will be the purchase and implementation of the new finance system. The proposed agreement is for an hourly rate of \$65; the scope of work is defined independently from the agreement. Staff is recommending approval of the agreement for two years, which would lock in the \$65/hour rate.

The Council discussion commenced with some concern about the hourly rate, and whether other vendors had been considered. Morris noted that the Town had formerly been charged a yearly flat rate for computer services with no record of time involved; in addition, the scope of work being performed by Four-D now is far beyond that contemplated in the past, and a comparison would be unfair. The Town is in the middle of the computer infrastructure process with Four-D, a company that has the proven technical ability and ability to perform. Councilor Garrison described in detail her personal experience and frustration with unsuccessfully seeking help from 4-D to be able to use her computer to interface with the Town system. Morris assured her that everything would continue to be done to try to correct that particular problem. Councilor Baker also voiced her own disappointment with the services, and deep concern over what the Town has received in services to date for the funds already invested. Morris explained that the approximately \$200,000 referenced by Baker was for the purchase of the InCode Financial Software. With input from a representative of 4-D, Morris outlined the work accomplished to date, including the anticipated assistance with implementing the InCode Financial Software, adding that Four-D will continue to provide technical assistance for IT troubleshooting on an as-needed basis.

During further discussion, Town Manager Martin noted that he would be helping to manage the expenses, and from his familiarization with the project and previous reports feels that Four-D needs to move forward and finish what was started. Morris pointed out that staff would only be calling on Four-D for help on issues that may be beyond the capabilities of staff. Burnside commented on checks for \$6,000 and \$7,000 that he has signed in connection with the project and the new web page. He expressed concern about lack of accountability, not knowing who had requested what and who was involved in the work or repairs, and would like to have an idea of how much more expense will be incurred during the rest of the year in order to avoid any last-minute request for additional funds in the budget. Burnside suggested that Martin will be looking into that. Burnside is also concerned that the former server is still being used and not being paid; perhaps he could be called upon to help at times to save the travel time for Four-D, but compensated at a fair rate. After further discussion, Morris suggested that it would be better to continue to rely primarily on Four-D since they are familiar with the system being implemented. The discussion concluded with a request from Garrison for the Town Manager to look into the former server not being paid.

Councilor German requested item #10:

10. **Discussion, consideration, and possible decision relative to proceeding with an application to the USDA for a low-interest loan, grant, and other possible financial considerations to fund the construction of the library. This discussion and possible approval to proceed (with only the application to USDA) would strategically position the Town of Camp Verde to be able to compete with other communities for those same funds during this cycle.** On a motion by Burnside, seconded by Whatley, the Council **voted 5-2** to direct staff to proceed with an application to USDA for 1.2 Million Dollars; **with Kovacovich and Garrison opposed.**

Mayor Burnside first requested a consensus on his concerns regarding: (1) The issue was brought before Council on March 21 of this year and it was decided to not move on the application for funding because the Town did not have the capacity to commit to loan payments, and nothing has changed; (2) at the agenda meeting Town Manager Martin requested more time to study the issue; whether or not there is new information, Burnside said the issue is to determine whether to move forward on an application at this time. Finally, is it possible this move could be perceived by the voters as electioneering for public funds since an initiative to pass a tax is on the upcoming ballot.

Councilor German rose to a point of order, strongly objecting to the opening statement as a strategy being used by Burnside; she said that she has requested the agenda, and believes the members deserve the opportunity to let the public discuss the issue. In response to the question of bringing an issue back, Town Clerk Barber confirmed that the Town Code allows a Council member to request an item to be on the agenda, and there is no one with the authority to deny that request pursuant to the existing Code. A lengthy discussion and debate followed on the legality or necessary basis for bringing back an item, and if necessary, at what point would an issue be considered a new item. It was finally noted that the consensus appeared to support addressing the agenda item as presented.

German explained that she had requested the agenda item since some community members have indicated their belief that misinformation had been given previously; the tax initiative has no place whatsoever in the discussion; the only issue is to get correct information about the USDA Rural Development Grant. German said she understands that an application would not commit the Town to any indebtedness; if the Town applies for the loan and it is approved, the Town would still have the choice of whether or not to take the funding. Tied to the loan is the possibility that the Town would be in a position for a grant that would help pay for the loan. Linda Harkness was then invited to address the Council and explain how the USDA program works.

Linda Harkness, President of CCCVL, apologized for what she felt may have been a misleading presentation at the previous meeting in connection with a request to use a portion of the anticipated sales tax increase for funding the library and to approve the application for the loan in anticipation of the funding that would include a grant. Ms. Harkness noted that between the funds collected by CCCVL to date and the Mary Lyons fund there is the approximate amount of \$600,000; that amount alone could be used to improve or enlarge the existing library whether or not the sales tax increase is passed.

Harkness, together with input from Leonard Gradillas, Community Programs Director with the USDA, outlined the benefits of the Rural Development low-interest program, including the possibility of a portion of the loan becoming eligible for a grant. Throughout the presentation and detailed discussion with Council members, Harkness and Gradillas stressed that if an application for the funding is approved the Town is absolutely not obligated to accept the loan. The only cost to the Town in submitting the application would be the staff time, and the application could be kept open for longer than just the one year. During the discussion, Gradillas confirmed that as part of the loan approval process, it would be necessary for the Town to contact another institution regarding a loan and be denied. The amount of the loan applied for could be revised, either increased or lowered according to the final project decided upon by Council and the Town's ability to repay the amount borrowed.

Concern was expressed at the prospect of possibly paying for the library three times over because of the cost of borrowing the money. In response to a request for his opinion, Town Manager Martin said that it appears that the application is fairly well prepared; he suggested that November will provide a better answer on moving forward. Martin said he would be able to make a better assessment on the issue when more definite figures, including revenues, are available. Martin was also concerned about how many times the amount could be changed as the situation evolves, without creating an irritation factor for USDA. German reminded the members that the agenda item only involves a decision on whether or not to apply for the loan; should circumstances later allow the Town to accept the loan, then the questions on financing can be addressed at that time. Burnside disagreed; he believes that financing is a crucial issue in even deciding to apply for the loan, and that the Town needs to allow Martin time to calculate how much the Town can afford on $\frac{1}{4}$ percent of the sales tax. Harkness suggested as one option that the Town could apply for a loan based on the cash funds that CCCVL already has on hand, and then request an increase for the loan amount depending on a decision on the final project. Harkness reiterated that the cash on hand could be used toward improving or enlarging the existing

building.

PUBLIC INPUT

(Comments from the following individuals are summarized.)

Nikki Miller said she understands that if the application for a loan is approved, there is no obligation to spend the money; it would be similar to applying for a line of credit from the bank but does not mean the money must be used.

Mike Jacobson noted that the economic situation now is the time to get a cheaper price for construction; he has a friend in Alaska who sent him a picture of their library that was built for \$1.2 million last year. He gave the picture to the Mayor, adding that his friend would be happy to send the Town the drawings for the building at a very minimal cost.

Jim Ash commented on his part in getting the half-cent tax initiative on the ballot. All the proponents of the loan application want to do is get the Town's application on the queue. Once the loan is approved, and the tax is voted in, then the decision can be made to move forward.

Walter Miller said that if the tax is passed it would be nice to be ready to move ahead with the loan; any amount can be requested to begin the process.

Karen Heuman shared her years of working on behalf of the library. She said the citizens want the library, we want to get it built in Dorothy's lifetime, and the application will not obligate the Town to anything.

There was no further public input.

The Council continued to discuss the issue of submitting the application at this time, and concern that it will take much longer to decide on the ultimate project and cost; it was again pointed out that timely submission of the application would not necessarily obligate the Town but would establish the Town's priority for possible grant funding. Burnside concluded the discussion with a request for a consensus on the dollar amount to include on the loan application; Burnside suggested using the CCCVL cash on hand figure, doubled, or approximately \$1.2 million; an increase in that amount can be requested at a later time. Garrison stated her objection to participating at this time in putting the Town in debt for 40 years; Kovacovich said he prefers to wait until after November before making any decision.

11. **Call to the Public for Items not on the Agenda.**

(Comments from the following individual are summarized.)

Gerry Laurito, Library Director, commented on the Yavapai County Unsung Heroes Award given posthumously to one of the Library's special volunteers who recently had passed away.

There was no further public input.

12. **Advanced Approvals of Town Expenditures.**

There were no advanced approvals.

13. **Manager/Staff Report**

Town Manager Martin said he would be submitting his reports on Mondays, and would welcome suggestions from the members on possible issues or format.

14. **Adjournment**

On a motion by Garrison, seconded by Baker, the meeting was adjourned at 9:00 p.m.

Bob Burnside, Mayor

Margaret Harper, Recording Secretary

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Regular Session of the Town Council of Camp Verde, Arizona, held on the 1st day of September 2010. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2010.

Debbie Barber, Town Clerk

4 a. 2

**MINUTES
JOINT WORK SESSION
MAYOR and COMMON COUNCIL of the TOWN OF CAMP VERDE
and the CAMP VERDE CHAMBER OF COMMERCE
CVMO TRAINING ROOM – 646 First Street, Camp Verde, AZ
WEDNESDAY, SEPTEMBER 1, 2010 at 4:30 p.m.**

**Minutes are a summary of the actions taken. They are not verbatim.
Public input is placed after Council motions to facilitate future research.**

1. Call to Order

Mayor Burnside called the meeting to order at 4:32 p.m.

2. Roll Call

Mayor Burnside, Vice Mayor Kovacovich, and Councilors Baker, Garrison, German, Roulette, and Whatley were present.

Chamber Members Present:

Director Tracie Schimikowsky, Alex Wilson, Vice-Chair Linda Buchanan, Treasurer Dave Freeman, and Chair Gary Thompson

Also Present:

Town Manager Russ Martin and Town Clerk Deborah Barber

3. Pledge of Allegiance

Councilor Roulette led the pledge.

4. Discussion with the Executive Board of the Camp Verde Chamber of Commerce relative to the Agreement for Contracted Services and Municipal Lease for the operation of the Visitor's Center, followed by possible direction to staff relative to the contract.

Martin explained that the existing contract stipulates the duties and funding associated with the operation/lease for the operation/lease of the Visitor's Center, a Town-owned property located at 385 S. Main Street, Camp Verde, Arizona. The proposed contract is attached and becomes a permanent part of this record. He advised that past contracts failed to clearly outline duties and expectations. He suggested that Council approve the existing contract until he had the opportunity to meet with the Chamber Director to get a better understanding of the expectations of both parties to present to Council for consideration.

Baker asked if Martin were suggesting extending the current contract until June. Martin said that he planned to have it no later than April to accommodate the budget cycle. Baker, noting that the lease ends in December 2010, suggested that extending the lease until June when the fiscal year ends would allow an opportunity for the parties to consider their options. She also noted the immigration compliance section needed to state the Chamber agrees to assist the Town, as opposed to the Town assists the Town.

Buchanan expressed concerns with limiting the lease until June because the Chamber is limited in their long-range planning activities. She strongly urged the Council to consider a longer term than June, for example June 2012.

Baker agreed, stating that her concern was that the goals be determined in addition to the extended length since the lease expires in December 2010. She said that she would not be opposed to the 2012 extension.

Martin preferred the April date to work out the terms, so that it could be included into the budget.

Roulette agreed with Baker and with the Manager, noting that in light of recent legislation, it is important to get more detail in writing. He said that he had no issue with extending the Visitor's Center lease. He explained that the contract does need to be more specific for the benefit of each party.

German agreed with giving the Manager and Director the authority to work out the terms. She said that we could agree to a time so that the Visitor's Center could feel comfortable that they will not have to move in April. She advised that she would like to see the contract solidified before March or April.

Dave Freeman said that the Board has been limited in their planning efforts without the assurance of their location. He said that the short amount of time left on the lease has created additional budgetary expenses because they did not know where they would be located. He said that this was a disservice to the community and Chamber members. He suggested that the lease agreement be separated from the services agreement. He suggested a long-term lease and short-term service contract.

Schimikowsky noted that the State Tourism Office, who was not represented at this meeting and who gives out the official Visitor's Center designation, has stringent compliance criteria. She advised that the status is in jeopardy because there is no handicapped parking spot. She also advised that she had notified the former Town Manager because the Chamber has been 'dinged' on this problem area and it might affect their status.

Burnside agreed that this was a critical issue. He said there has been a misconception in the community that public money and the building went to the Chamber, a private organization. He clarified that the Town owns the building and that the Town pays for (i.e. outsources) the operation of the Visitor's Center to the Chamber of Commerce. He said that the Town wants and needs a Visitor's Center and in order for the Town to have a Visitor's Center, certain requirements are necessary. He said that the outsourcing agreement must outline very specific requirements. He suggested that the simplest act to accomplish at this meeting is to establish benchmarks. Burnside outlined proposed benchmarks as follows:

- \$55,000 – how much do you want to pay for rent for the office space you use for the solely for Chamber activities? This amount should be deducted from the \$55,000.
- How much do you pay your staff for staffing the Visitor's Center? Put this information on paper.
- Quarterly reports relative to the visitors, their interest, increase in numbers and impact on sales tax to justify the public monies that are invested in the operation of the Visitor's Center. The Town can then justify the return on the investment of public monies. This could also justify an increase in funding if needed.
- In 2 years, prepare an analysis of people coming across 260 as opposed to coming into Town – we might discover that the Center needs to be moved to another location that will attract more visitors. We now need to document the funds.
- The Visitor's Center belongs to the Town. If you want to have your Chamber meetings in the Visitor's Center, define how much space you need and how much you are willing to pay for it.

Burnside closed with stating that he felt it would be beneficial to establish benchmarks, as the previous agreement failed to define anything. In summary, he stated the following:

- Define the office space & the rent
- Estimate costs of operation and maintenance – i.e. employees, utilities, upkeep
- Quarterly reports – number of visitors, where are they from, what is their interest, possibly define a correlation with visits to local businesses; cost analysis with direct/indirect costs,
- Define what the Town could do for them – more parking, driveway, picnic tables; ramada, discounts to the local parks and sites, etc.
- Tourism Marketing Tools – provide documentation as to the benefit, what does it do, how much money does it bring in. He does not want a report about how many advertisements were placed, but a report as to how those advertisements resulted in increased visitors that would not otherwise have occurred.

Baker agreed that the handicapped spot should be there and asked why ADOT did not put one in when they did the beautification project. She said that she thought Council was not doing their job and that she was disappointed at times with the information in the Chamber's reports. She said that if Council wanted

something different, they should have let them know. She also felt that we needed to get the details worked out and work together to succeed. She would like to see us focus on the in-state visitors because people are not traveling, but they were traveling within the state. She wanted the clearest, most straightforward direction as possible in the contract

German said that the Chamber has provided the information that Burnside requested. They have shown that Town is not giving the money without something in return. She agreed with Martin's suggestion to allow the Manager and the Director to work out the details, with the information that has been provided. She said that she thought it was unfair to ask them to tie in the number of visitors with the sales tax. She said the Finance Department could determine that information.

Thompson said that correlating visitors with tax dollars would be difficult because people pay taxes differently – monthly, annually, quarterly, and sometimes not at all.

Roulette thanked the Chamber for the reports that have been given. He said that he wanted to come to the Chamber's defense for not coming to the Town to ask for a handicapped spot when they thought they were going to be kicked out. He felt that the Town was getting a good deal.

Schimikowsky advised the previous Town Manager of the handicapped parking space two years in a row and nothing came of it. All members agreed that it was a liability issue. She explained the membership paid for 45% of her salary and contributed 30% of their own budget to the operation of the Visitor's Center for the Town.

Garrison said that she was very unhappy, noting that the former director pulled out of a NACOG tourism event. She reported that Schimikowsky saved the day and has always stood behind her word. She felt that the former director made the Chamber, the Board, and the Town look bad. She said that she would like to cut to the chase. She would like to extend the lease one year, work with them to understand their needs, and agreed to allow the Manager and Director to work out the details and then move forward. She said that this coming budget cycle would be the worst yet. She noted that the Town had to take \$700,000 from the rainy-day fund to make it through this year and it is just not there next year. She said that she was uncomfortable making promises that we might not be able to keep.

German said that we would assure the Chamber that they would not be removed at the end of December and allow the manager to work with the director.

Freeman thanked Garrison for her comments and reminded her that he spoke before Council a few times about the failures of the Chamber. He explained that this is a new board and chamber and assured members that he would not be part of a Chamber that was run as it was in the past. He expressed his appreciation for Council's support, noting that it is a challenge to move forward on a shoestring. He said that the focus needs to be on growing this Town and making it vibrant again.

Burnside asked Martin to check with the attorney to determine if we had the luxury of waiting until April or if it could be done more quickly. Martin advised that the attorney had reviewed the contract. Burnside asked the Chamber what they wanted from the Town, noting again that this agreement is mandated by law with benchmarks.

Baker said that she was confused. She thought this meeting was about reviewing the contract.

Martin explained that he would like to see Council approve the proposed contract in its current state that expires in December 2011 and that staff would come back in April 2011 with more detail.

Buchanan said that she was concerned with not extending the lease.

Martin said that if the Town did not have the funding to go past June, the additional six-months on the lease would allow them to make transition plans accordingly. Baker said that Bill Sims did write the contract, noting that the lease terminates December 2011. Martin noted that he had made the change to allow the Chamber additional time.

Burnside asked for a consensus on the direction. All members agreed to the existing contract with Martin & Schimikowsky to work out details later, with an opportunity to review the document in a meeting such as this before it comes to Council for a vote.

5. **Adjournment**

On a motion by Baker, seconded by Garrison, the Mayor adjourned the meeting at 5:42 p.m.

Bob Burnside, Mayor

Deborah Barber, Town Clerk

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the discussion of the Mayor and Common Council of the Town of Camp Verde during the Joint Work Session of the Town Council of Camp Verde, Arizona, held on September 1, 2010. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of September 2010.

Deborah Barber

4 a. 3

MINUTES
COUNCIL/ MANAGER RETREAT
CVMO Training Room
646 First Street, Camp Verde, Arizona
August 25, 2010
4:00 p.m.

1. Call to Order

The meeting was called to order at 4:03 p.m.

2. Roll Call

Mayor Burnside, Vice Mayor Kovacovich, Councilors Whatley, Garrison, Baker, Roulette, and German were present.

Also Present: Town Manager Russ Martin and Recording Secretary Margaret Harper. Member of the public Howard Parrish was also present.

3. Welcome to Town Manager Russ Martin

Mayor Burnside offered his personal thank-you to Martin, adding that he looks forward to this next year. Burnside acknowledged that we have challenges, but believes we now have more opportunities than before.

Martin thanked the Council for hiring him; although he may not have been the first choice, he intends to be the right choice for the community at the end of the day.

4. Discussion of, but not limited to the following in no particular order:

a. Dissemination of information to include attorney review

Burnside asked who had requested this item. Finding no answer, Burnside volunteered his experience with items coming before Planning & Zoning and questioning whether the attorney had reviewed certain items; it would have been helpful to have a written opinion or comments. Burnside asked if this item pertained to that issue, or to all of the documents.

Whatley said she found that sometimes the attorney would submit an opinion on which she had no clue as to the subject; perhaps this issue has to do with getting more information from the attorney.

Garrison believes that if one of the Councilors has some contact with the attorney, all the members should receive the same information in order not to get blind-sided. If the issue concerns one member, then all seven should be informed.

Baker cautioned that the members need to be careful about incurring expenses. Also, there is a difference between asking about legal issues pertaining to actions of the Council or related to Town business, and asking questions about something personal.

Martin commented on dissemination of information, such as requests for public records; the Clerk's office should be aware as to what can and cannot be disseminated to the public. Martin asked if and when the Clerk's office has to make such a call, does the Council have a problem with her making that decision, or do you want the attorney reviewing each request.

Garrison brought up the recent matter involving e-mails of three Council members and the request from the Bugle. The request was vague, and if clarification is called for the attorney needs to be involved.

Whatley commented that if the newspaper requests e-mails from members, the attorney should know about it and contact the newspaper.

Martin said that based on what he heard, the members might want to contact the attorney to get the exact information; it would depend upon the topic, unless the subject is about litigation. He would hope the Clerk's office would use discretion to make the decision to release public records; she should call the attorney regarding litigation so everyone knows what is going on.

Baker expressed her understanding that whatever the Council is talking about is public information that has to be provided.

b. Information to be included on the Town's web page

Burnside said that the Town has a new web page coming. He has not seen it yet, but it would be helpful, as a citizen, to be able to look up this month's agenda, for instance, and find it pop up right on the web page, without having to search for it.

German, as a member of the design committee, together with Roulette, said that is an excellent suggestion. The web page is being designed; one of the delays is waiting for input from department heads as well as trying to coordinate with the Yavapai-Apache nation. It is a long process, but is getting close.

Martin advised the members that at next Wednesday's meeting he plans to have an update on the process; he reviewed the Manager's page in the Clerk's office yesterday. The Clerk's office has much to include, history as well as all the other necessary information. After it gets going, then it can be debugged, if necessary. An employee's wife has prepared the Spanish translation of the election numbers, as required by law.

Burnside questioned German, as a member of the committee, why the Council has not had reports of what is happening with the web page; German replied that much has come through staff.

Garrison said she had asked about a year ago why the businesses cannot be posted, to easily help the community find businesses in this community, e.g., a business licenses directory.

In response to the issue of publishing information on businesses, Martin said he would look into what information would be allowed and whether it is necessary to get permission from a business to include that information. He understands that staff has decided against putting their pictures on the web at this time, but if the public requests that he will check into it.

Burnside suggested including a quarterly report on the budget, showing the expenditures and revenues, so the public will be aware of where we are.

Roulette pointed out that the numbers from Finance may not be really up to date and there is the possibility of giving a false impression.

Martin agreed, adding that one of the problems is listing revenues and then seeing grant monies coming in after expenditures; it skews the numbers quickly. Sales tax figures you may want to include; perhaps generate a simplified report. That would be helpful.

c. Organizational Structure

Martin explained that he had broadened this item to not limit it to just the Finance Director. He first wants to get an idea of where things stand; what he is learning and what Council members know are two different things. Martin asked, first of all, where are we with the Finance Director position.

Garrison volunteered that during the budget sessions the decision was made to include the Finance Director position, and then leave it up to the new Town Manager to decide on filling that position. Although each of the staff members is now doing more than his or her share, and the former Town Manager also served as Finance Director, Garrison said that we do not want the new Manager to get bogged down; we have also had to hire consultants for the past three years.

Martin noted that he had not yet looked at the details in the budget or what money is available. It does appear that there is \$50,000 for a consultant that will help with the final reports and audit for year-end, which are normally done by the Finance Director, and the bills are now coming in for the audit. Normally the Finance Director would review the books, which is what the consultant is doing. We have the Sr. Accountant in the meantime, but we have not transferred the responsibility factor to her yet. The \$50,000 and whatever else was budgeted this year, could go to a Finance Director. One caveat, there should be some consideration given to being able to contact a CPA, although that may not be financially possible. No matter what quality of Finance Director we get, he may need a second opinion at times; there might be some consulting services necessary, but that would be limited to \$4,000-\$5,000 instead of the \$50,000. Martin believes that is what we need to do. He said he is not yet familiar with the operational procedures and hiring someone, but would suggest letting Sr. Accountant continue for now; which will give him a clear picture of her strengths, and time over the next few months to decide on which way to go. Martin said the Town does need a Finance Director, and he will explore further once a job description is created. At this point some of the departments are involved in functions that should be done in the Finance Department, such as handling purchase orders, which should be done by the Director looking at the numbers, making sure of getting the best quality and price, a responsibility that has been handed to the Mayor. Martin suggested a time period of 2-3 months to assess the situation, possibly until year-end, at which time the reviews, including his, will also come up.

Martin addressed the Organizational Chart updated 8-19-10, and pointed out that personnel that are currently assigned to Acting Director positions, although certified or qualified, need to go through the selection process together with other applicants that could do the job, which in the end, if they are selected, would enhance their credibility. Martin also discussed with the Council the various positions and duties assigned to the Public Works Department. As for the Community Development Director, Martin mentioned his own background in community development and said he may be able help on that issue; there is a lot of sharing going on right now, as well as the need to address the Finance Director situation. Martin asked if the Council were comfortable with his ideas. There was general agreement indicated that it will be up to the Manager, that everything is on his shoulders.

Martin said he is getting to understand the directors and their ability to hold those positions; it is a great opportunity for him to assess skills. He can see where the Public Works Director needs help and the Acting Community Development Director as well. Martin said he has also worn the hat of an HR Director in the past. The Clerk's Office, Manager, HR and Finance are central to all departments. The Marshal is well qualified, but having the HR in another department is not right; it should be out on its own, with direction from the Manager. Having the person now allegedly in charge being under the direction of the Police Department is not good.

German explained that it was addressed as an agenda item at one time; and a separate office was set aside for one day a week. The concern was maintaining strict confidentiality and the Council was assured that was taking place. She commented that what Martin is suggesting is better; the police naturally look at everything from the criminal standpoint.

Asked if an issue should be brought to the Town Manager if he is overseeing HR, Martin said that HR should feel independent. Martin will see how the current office is working; if there is a complaint about a street worker, for instance, the HR Assistant would then go to the department head. Department heads should be able to go to the HR office, not the Town Manager's office.

Burnside said that in his opinion, the Community Development Director ("CDD") should not be over the Sr. Planner, Building Officials, and all that. He goes out into the community; a citizen brings in plans and finds the Community Development Director there to look over the plans. Burnside asked Martin to think about whether we really need the CDD in that position.

Martin suggested that perhaps the name should be changed, what it connotes.

Roulette believes that a CDD normally has been perceived as being in charge of developing a community.

d. Planning & Zoning Code rewrite and process

Whatley explained that she had concerns and questions since the old one and the new draft appear to be both the same, and she questioned some of the items that have been included and wondered what others' comments are.

Garrison said she is depending on the fact that German, Burnside and Kovacovich have all sat on P&Z to read the areas that send up red flags; one word can put you in deep trouble, those with knowledge can be a safeguard. The public is concerned that all we are doing is making it sound better, and it will not work better.

German commented on the two Bobs attending the ZORC meetings, and the consultant; she feels that they are walking on a crate of eggs trying to see what the Council wants them to do. The Town Codes are a mess, inconsistent, full of conflicts. They are trying to bring it all together, and have requested input. There has been little community representation, and in one instance the only concern voiced was a personal issue.

Whatley said she gets calls expressing concern that this is the same old thing, spending money and not getting it done.

Roulette believes that the re-write will take care of the inconsistencies, and once that is done the product will be usable and changes can be made as needed. New things come up, ideas change, but we have to keep moving forward.

Baker agreed with Roulette, adding that simplification is the goal, eliminating the unnecessary elements, and that is what is being done now. It will always be an ongoing document.

Burnside asked if the members had concerns that they would like the Manager to address. He advised that several employees had concerns relative to the Code Rewrite process. Burnside also commented on not knowing when the ZORC meetings are held, the time element, and the need for other public meetings. He suggested looking into communication between departments.

Baker disagreed with the Mayor's concerns, stating that she understood that staff is doing what they are supposed to do. She said that she is confused by what Burnside is telling her.

Roulette acknowledged that things do fall through the cracks, so there needs to be some sort of system for tracking requests for changes.

Martin confirmed he would work on a process to be tracking those changes.

Garrison noted that in the past there have been letters written by the department that the Town has been held accountable for and left without a legal leg to stand on. She would like to have a second pair of eyes looking at the document, the Manager, or the attorney.

e. Amendments to the Council's Policies, Rules, and Procedures Manual (Manual) to include, but not limited to the agenda, agenda process, notification of Council's absences, setting special meetings, combining departmental policies and procedures into the Council's Manual for ease of use and consistency, especially for the benefit of newly-seated Council members, and the exit process for Council members.

Burnside believes this item is not a Retreat item; it is a policy item and he does not want to go through the Manual.

Whatley said we talked about the agenda process, the timing.

Burnside said that we can ask the Manager to look into it.

Martin said he would like to move the time up; part of it is just getting hold of things. It appears to him that the time frame is so small now, between the Wednesday and wanting your stuff Thursday morning, and the attempt to get his input, questions answered, then you have to pull the items because he will be so rushed. Martin said he will work with the Clerk and department heads, maybe come up with an early requirement, a day or two before it hits the agenda, not after the agenda is reviewed. Martin said he should be prepared. By that time, he may suggest pulling the item from the agenda, to keep the quality of the product. The agenda meeting could stay at Wednesday noon with a Monday deadline. It is important to recognize that if you can't make the Monday deadline it is up to you to notify the Council. Martin asked if the members want the issue as a policy or at the discretion of the Mayor.

Whatley said that if someone is not going to be at the meeting she wants to know.

Baker believes it should be discretionary; if someone is not concerned about an issue then that is too bad.

Burnside said that our Code of Ethics is common sense. If you are going to be late, or miss a meeting, call the Clerk. If a Council member calls in, be sure to let the Vice Mayor or the Town Manager know if you want the item pulled.

Baker brought up the problem of the 4-day workweek and the time required for getting agendas and minutes posted.

There was a general round-table discussion of the decision made to initiate the 4-day work week, the problems mentioned by Baker, the apparent lack of significant savings at this time, and the acknowledgment that when the economy improves the 4-day week will be gone.

f. Review of policies and procedures that have been placed into the Town Code, as opposed to the Council's Manual. (i.e. Financial Policies that shorten the budget process.)

Burnside said that the members will not go through the Policies and Procedures; the budget process will be discussed.

g. Budget process to include the timeline, FY 2010/11 and 2011/12 budgetary concerns, etc.

Burnside stated that everyone agreed that this Council has taken hold of the budget and they want to digest it as any other Council would want to do.

Roulette said that the budget process this year was not managed as it was last year when he did not feel rushed. He is confident that if we have a Manager in place the process will be managed and questions answered.

Whatley agreed, commenting on how upset she was last year when we did not get through the budget; it was not handled right and we need to start earlier.

Baker believes Finance policies should be in Policies and Procedures; some of it may have been put in the town Code instead, and Baker would like Martin to look into that.

German said she agrees and has no problem with starting earlier, as long as it is feasible. It was well managed last year because it was coming through the Town Manager.

Garrison raised the issue of this election year when there will be members voting on the budget that were not at the budget meetings but had been in on the budget sessions.

h. Policy guidance relative to strategic objectives that Council wishes to pursue and/or achieve in the upcoming year

Martin referred to the concern about electing a Council that did not go through the budget cycle and the perception of the public that the Council is rushing the budget through and the public does not get to vote on it. Martin said he wants to make sure there is a general

understanding. Starting early in order to be well prepared, an election year might be a bad time. A draft budget by April 1, that will be rushing it and we have to live with it; he asked the Council to let him know how it is going, if there is election year politics. He said we need to do this with a clear agenda. Martin said in a couple of months we will have a different discussion, after we have some understanding; he needs to work closely with the Council and rub elbows in the process. He needs to understand the budget timeline and he expects the members to go along with him. As for projects in 10 years, he will be trying to help the Council figure out how to get off center on those projects. The last thing, development means a lot of things to a lot of different people. There needs to be discussion on what is economic development, leadership in the community; it may be different for the downtown area; give him the opportunity to focus 5-10 years down the road. Martin raised the issue of Council members changing after July, and said that he did not want to have to look over his shoulder every election. He commented on wanting to know anti/positive development sentiments that will give him a lot of direction with what we do, and some general idea of where we are going. Martin said that it is important to know that we will be able to ride that through election in order to defend it after the election. Martin wants to feel comfortable enough that no matter what side of the fence different members are on he is able to work through the issues. He does not want to have to rehash everything the next year.

Burnside asked for a show of hands of those who will be up for election next year; it indicated that three current members will be left.

Kovacovich commented that, as far as long-term plans, it depends on what happens in November. Is the Town trying to hang on for survival? The next Retreat should be shortly after election.

German does not believe the early start would be perceived as rushing it through, it has to be adopted later.

Baker said that most small communities have the same cycle; the Clerk's office will be educating the people to encourage more of them to participate in the process.

5. Adjournment

On a motion by Garrison, seconded by Roulette, the meeting was adjourned at 6:06 p.m.

Bob Burnside, Mayor

Margaret Harper, Recording Secretary

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Council/Manager Retreat, held on the 25th day of August 2010. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2010.

Debbie Barber, Town Clerk

H.C.



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: September 15, 2010
Session

Meeting Type: Regular

Consent Agenda **Regular Business**

Reference Document: Town Code Chapter 5-2-4, E-Mail Friday Judge and C. Kenneth Ray Resume.

Agenda Title: Discussion, consideration, and possible approval of the following:
Appointment for C. Kenneth Ray, Esq. as an Assistant Magistrate for Camp Verde Municipal Court for a two (2) year term, effective September 16, 2010, and setting a weekly pay rate of \$33.33, (\$1,733.16 per year). Judge Ray has agreed to handle the Friday in-custody initial appearances for several courts that are now closed on Friday's. This agreement with Judge Ray has been made as long as the Courts are on a Monday – Thursday schedule. If the Court goes back to a Monday – Friday schedule, Judge Ray could be used on an as needed basis, at an hourly rate of \$38.00 per hour with a three hour minimum until his term expires.

Purpose and Background Information:

Town Code Chapter 5-2-4 states the Town Magistrate may recommend to the Council the names of individuals qualified to serve as assistant magistrates, subject to the assignment and direction of the Town Magistrate, once appointed.

Judge Ray services are needed to cover Court Initial Appearance hearings only on Friday's, while the Town and Court are closed. The Yavapai County, Weekend and Holiday Judges are not contracted to cover Friday's and the County said they will not cover the cost when cities or towns close on Friday.

Recommendation:

1. Move to appoint Judge Ray as an Assistant Magistrate for a two (2) year term, to serve under the direction of the Town Magistrate, at the rate of \$33.33 per week. This agreement with Judge Ray has been made as long as the Courts are on a Monday – Thursday schedule. If the Court goes back to a Monday – Friday schedule, Judge Ray could be used on an as needed basis, at an hourly rate of \$38.00 per hour with a three hour minimum until his term expires.

Finance Review: **Budgeted** **Unbudgeted** **N/A**

Finance Director Comments/Fund:

Attorney Review: **Yes** **No** **N/A**

Attorney Comments:

Submitting Department: Camp Verde Magistrate Court

Contact Person: Presiding Magistrate, Harry E. Cipriano

Action Report prepared by: Presiding Magistrate, Harry E. Cipriano

Section 5-2-4 Assistant Magistrate (2008-A355)

The Town Magistrate may recommend to the Council the names of individuals qualified to serve as assistant magistrate, subject to the assignment and direction of the Town Magistrate, once appointed. All assistant magistrates shall serve for a specified term, subject to removal by the Council. All duly appointed assistant magistrate shall be compensated per a fee established by the Council, and subject to the reimbursement of those travel expenses and other out-of-pocket allowances permitted for Town employees.. All assistant magistrates are deemed to be part-time Town employees subject to contributing to the Arizona State Retirement under certain conditions and paying payroll taxes, but are not eligible for benefits such as health insurance and paid time off.

Cipriano, Harry

From: Cipriano, Harry
Sent: Thursday, July 22, 2010 3:04 PM
To: Walker, John G.; Overholser, Rodger; Ramsey, Ronald; 'Ckrpc@aol.com'
Cc: Markham, Arthur; Schaefer, Deborah; Daughety, Jacque; 'dorothy.huntley@co.yavapai.az.us'
Subject: Friday I/A Judge

Everyone,
Judge C. Kenneth Ray II, will handle the Friday I/A's for Chino Valley, Camp Verde, Sedona & Clarkdale Courts during the time these courts are closed on Fridays. The I/A's will be held in the Prescott YCSO jail on their video system at 9:30 am. The jail will fax the jail packets to Judge Ray at his home fax each Friday at (928) 441-1653. If they have questions they may call him at (928) 717-9352. This has been coordinated with YCSO jail personnel Officer Huntley, Officer White and Officer Bolt. They will help Judge Ray get the paperwork shuttled back to the Verde Detention thru inter-office "pony" so it can be distributed to the appropriate Courts as usual.

Each court will supply Judge Ray with any paper work they require for their court, i.e.; judge's worksheets, Release Conditions, time sheets etc.. Judge Ray has been given the Misdemeanor Release Conditions used by the Yavapai courts. Judge Ray will submit the check request to the Camp Verde Court each month (self addressed envelopes are being mailed to him) and any other disbursement required by the other courts at their request.

The Chino Valley , Camp Verde & Sedona Courts have agreed to pay Judge Ray, \$33.33 a week for his services. Clarkdale, Judge Ramsey will talk to Judge Ray on how they will pay for his services due to the very low volume from their court. This agreement may change in the future if any of the Courts go back to a Mon. – Friday schedule.

We all are very appreciative of the help Judge Ray is providing to our Courts.

The YCSO jail in Camp Verde has been given this information along with Judge Ray's home phone number and home fax number so they can get him the paper work prior to the 9:30 I/A's.

Also a special thanks to Judge Overholser for getting Judge Ray involved with our situation.

Harry E. Cipriano

Presiding Magistrate
Town of Camp Verde Az.
(928)567-6635

C. KENNETH RAY II, P.C.

Attorney

P.O. Box 2521

Prescott, Arizona 86302

928-717-9352

Fax: 928-441-1653

ckrpc@aol.com

Curriculum Vitae

Personal Information

Date of Birth: September 14, 1953

Marital Status: Married 25 years on April 13, 2010 (Kathaleen Ray)

Education

Yorkwood High School
Monmouth, Illinois
Diploma (1971)

Western Illinois University
Macomb, Illinois
1971-1973

University of Arizona
Tucson, Arizona
1973-1975, 1980
B.A. (1981)

California Western School of Law
San Diego, California
J.D. (1983)

Employment

McDonough District Hospital
Macomb, Illinois
Orderly and Emergency Medical Technician
1971-1973

Galesburg Cottage Hospital
Galesburg, Illinois
Surgeon's Assistant
1972, 1973 (summer position)

St. Joseph's Hospital
Tucson, Arizona
Surgeon's Assistant
1973-1974

Kord's Ambulance Service
Tucson, Arizona
Emergency Medical Technician
1974-1975

Wilson Foods Corporation
Monmouth, Illinois
Laborer
1975-1980

Harborview Medical Center
San Diego, California
Surgeon's Assistant
1980-1983

Law Offices of Frederick Hetter
San Diego, California
Certified Law Clerk
Plaintiff Personal Injury, Criminal Defense and Immigration Law
1982-1984

Law Offices of William Mark Jacobs
Phoenix, Arizona
Plaintiffs Personal Injury Law
1984-1985

C. Kenneth Ray II, P.C.
Attorney at Law
Primarily Criminal Defense
Indigent Defense Contracts (Maricopa County 1985-1993; Yavapai County 1994-2005)
Phoenix, Arizona (1985-1993)
Prescott, Arizona (1993-present)

Judge Pro Tem Positions

Yavapai County Justice Courts
2007-present

Prescott City Court
2007-present

Yavapai-Prescott Tribal Court
2007-present

Sedona Magistrate Court
2007-present

Chino Valley Municipal Court
2010-present

Licenses and Memberships

Supreme Court of the State of Arizona
1984-present

United States District Court-District of Arizona
1984-present

United States Court of Appeals-Ninth Circuit
1988(?) - present

Arizona Attorneys for Criminal Justice (past member)

National Association of Criminal Defense Attorneys (past member)

Maricopa County Bar Association (past member)

Pro Hac Vice Admissions

United States District Court-Central District of California

United States District Court-New Mexico

United States District Court-Western District of Kentucky

New Mexico District Court-Taos

Circuit Court-Beckam County, Oklahoma

CLE Activities

Past member of Maricopa County Bar CLE Committee

Sponsor of "CLE at Sea" programs (2002-2003; Mexico and Alaska)

Past Recognitions

Who's Who In Arizona

Who's Who In American Law

Who's Who In Emerging American Leaders

Trial and Judicial Experience

I have been sole or lead counsel in over 150 Jury Trials. Of those, two have been civil cases and the remaining were in defense of persons charged with criminal offenses. I have also been counsel in numerous Bench Trials in criminal, domestic relations and civil cases throughout the State of Arizona.

As a Judge Pro Tem in the mentioned Limited Jurisdiction Courts, I have presided over five Jury Trials and numerous Bench Trials, Hearings on Orders of Protection/Injunctions Against Harassment, Forcible Detainers, Civil Contract disputes and Civil Traffic Hearings.

References

Hon. Arthur Markham
Presiding-Limited Jurisdiction Courts for Yavapai County
Prescott, Arizona

Hon. Elizabeth Yancey (retired)
Sedona Magistrate Court
Sedona, Arizona

Hon. Rodger Overholser
Sedona Magistrate Court
Sedona, Arizona

Hon. John Kennedy
Mayer Justice Court
Mayer, Arizona

Hon. Mary Ann Glaab
Yarnell Justice Court
Yarnell, Arizona

Hon. John Walker
Chino Valley Municipal Court
Chino Valley, Arizona

Hon. Mary Hamm
Seligman Justice Court
Seligman, Arizona

Additional references upon request.

4.d



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: September 15, 2010

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: National Joint Powers Alliance Membership Agreement, State of Arizona Statutes, miscellaneous information about the National Joint Powers Alliance, and NJPA By-Laws.

Agenda Title (be exact):

Discussion, consideration, and possible authorization for the Town Manager to sign the Membership Agreement with the National Joint Powers Alliance service cooperative.

Purpose and Background Information:

Arizona State Law allows for two or more public agencies to enter into agreements with one another for joint or cooperative action. Any public procurement unit may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any materials, services or construction with one or more public procurement units in accordance with an agreement entered into between the participants. A public procurement unit is defined as a local public procurement unit, the department, any other state, or an agency of the United States. The Town of Camp Verde participates in the State Procurement and Mohave Educational Services Cooperative public procurement units.

The National Joint Powers Alliance (NJPA) is a Service Cooperative created by Minnesota Statute 123A.21 that allows participating governmental and municipal agencies to reduce the cost of purchased goods by leveraging their combined purchasing power. There is no cost to join NJPA or to use the service.

Staff is requesting authorization to join the National Joint Powers Alliance (NJPA) to assist in the acquisition of the Incode software system from Tyler Technologies. If membership is approved, staff will be able to procure other services provided through NJPA as well.

Tyler Technologies is also a member of the Mohave Educational Services Cooperative (MESC) however, staff would like to purchase the software based on a lease-purchase payment agreement and MESC does not allow for lease-purchase type transactions. NJPA does allow for lease-purchase payment agreements, thus the request to join NJPA.

Recommendation (Suggested Motion):

Authorization for the Town Manager to sign the Membership Agreement with the National Joint Powers Alliance service cooperative.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Attorney Review: Yes No N/A

Attorney Comments:

Submitting Department: Finance Department

Contact Person: Lisa Elliott, Senior Accountant

Action Report Prepared By: Lisa Elliott, Senior Accountant

**MEMBERSHIP AGREEMENT
PARTICIPATING MEMBER**



This Agreement, made and entered into this _____ day of _____, 20____, by and between National Joint Powers Alliance® (hereinafter "NJPA") and _____ (hereinafter "Applicant").

Whereas, the NJPA is created by Minnesota Statute §123A.21 (with membership further defined in Minnesota Statute §471.59) to serve cities, counties, towns, public or private schools, political subdivisions of Minnesota or another state, another state, any agency of the State of Minnesota or the United States, including instrumentalities of a governmental unit; and

Whereas, NJPA's purpose as defined in Minnesota Statute §123A.21 is to assist in meeting specific needs of clients which could be better provided by NJPA than by the members themselves; and

Whereas, the NJPA Board of Directors has established the ability for an Applicant desiring to participate in NJPA contracts and procurement programs to become a Participating Member; and

Whereas, the NJPA Board of Directors has determined that Participating Members will have no financial interest or liability, nor be entitled to any representation on the NJPA Board of Directors, nor have any organizational liability to NJPA; and

Whereas, Applicant asserts that it is authorized to become a Participating Member of NJPA under the laws of its state or nation.

Now, Therefore, The parties hereby agree as follows:

That Applicant desires to be a Participating Member of NJPA with contract purchasing benefits, and that NJPA hereby grants said Membership status to Applicant.

This Agreement shall continue to remain in force until either party elects to dissolve the Agreement for any reason by written notice.

THEREFORE, IN WITNESS THEREOF,
the parties hereto have executed this Agreement the day and year written above.

Member Name

National Joint Powers Alliance®

By _____
AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

Its _____
TITLE

TITLE

DATE

DATE

State of Arizona Statutes

Title 11 Counties

Chapter 7 Intergovernmental Operations

Article 3 Joint Exercise of Powers

11-951. Definitions

For the purposes of this article, the term "public agency" shall include the federal government or any federal department or agency Indian tribe, this state, any other state, all departments, agencies, boards and commissions of this state or any other state, counties, school districts, cities, towns, all municipal corporations, and any other political subdivisions of the state or any other state.

11-952. Intergovernmental agreements and contracts

A. If authorized by their legislative or other governing bodies, two or more public agencies by direct contract or agreement may contract for services or jointly exercise any powers common to the contracting parties and may enter into agreements with one another for joint or cooperative action or may form a separate legal entity, including a nonprofit corporation, to contract for or perform some or all of the services specified in the contract or agreement or exercise those powers jointly held by the contracting parties, except that if two or more school districts arrange to become contracting parties under the terms of this section, such contract shall first be approved by the state board of education.

State of Arizona Statutes

**Title 41 State Government
Chapter 23 Arizona Procurement Code
Article 10 Intergovernmental Procurement**

41-2631. Definitions

In this article, unless the context otherwise requires:

1. "Cooperative purchasing" means procurement conducted by, or on behalf of, more than one public procurement unit.
2. "Local public procurement unit" means any political subdivision, any agency, board, department or other instrumentality of such political subdivision and any nonprofit corporation created solely for the purpose of administering a cooperative purchase under this article.
3. "Nonprofit educational or public health institution" means any educational or public health institution, no part of the income of which is distributable to its members, directors or officers, as defined in rules adopted by the director and includes certified nonprofit agencies for disabled individuals as defined in section 41-2636.
4. "Public procurement unit" means either a local public procurement unit, the department, any other state or an agency of the United States.

41-2632. Cooperative purchasing authorized

A. Any public procurement unit may either participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any materials, services or construction with one or more public procurement units in accordance with an agreement entered into between the participants. A nonprofit educational or public health institution may enter into an agreement pursuant to this section if one or more of the parties involved is a public procurement unit. An agreement entered into as provided in this article is exempt from section 11-952, subsections D and F. Parties under a cooperative purchasing agreement may:

1. Sponsor, conduct or administer a cooperative agreement for the procurement or disposal of any materials, services or construction.
2. Cooperatively use materials or services.
3. Commonly use or share warehousing facilities, capital equipment and other facilities.
4. Provide personnel, except that the requesting public procurement unit shall pay the public procurement unit providing the personnel the direct and indirect cost of providing the personnel, in accordance with the agreement.
5. On request, make available to other public procurement units informational, technical or other services or software that may assist in improving the efficiency or economy of procurement. The public procurement unit furnishing the informational, technical or other services or software has the right to request reimbursement for the reasonable and necessary costs of providing these services or software.

B. The school facilities board or school districts, or both, may enter into an agreement with a public procurement unit pursuant to this section for the purpose of procuring materials and services needed to correct deficiencies in school facilities as determined in section 15-2021.

C. The activities described in this section do not limit what parties may do under a cooperative purchasing agreement.

D. A nonprofit corporation operating as a public procurement unit under this section, on request of the auditor general, shall provide to the auditor general all documentation concerning any cooperative purchasing transaction the public procurement unit administers under this section.

E. A nonprofit corporation operating as a public procurement unit under this section shall comply with all procurement laws applicable to the public procurement unit participating in a cooperative purchasing transaction that the nonprofit corporation administers.

F. This section does not abrogate the responsibility of each public procurement unit to ensure compliance with procurement laws that apply to the particular public procurement, notwithstanding the fact that the cooperative purchase is administered by a nonprofit corporation operating under this section.



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NATIONAL JOINT POWERS ALLIANCE

Realize the power and value of National Contract Purchasing! At the National Joint Powers Alliance® (NJPA) we are driven to provide efficient public service through our National Cooperative Purchasing Programs. NJPA is a national organization that creates a business and service alliance between buyers and suppliers. Our common needs and the desire to serve your agency will lead our efforts as we face the challenges of purchasing in the future.

[Click Here for Printable ABOUT US Version](#)

OUR BACKGROUND

The National Joint Powers Alliance is a Service Cooperative created by Minnesota Statute 123A.21. This statute was created in 1978 and revised in 1995 to allow participating governmental and municipal agencies to reduce the cost of purchased goods by leveraging their combined purchasing power. We are a member owned cooperative, serving all public and non-public educational systems, governmental agencies and non-profits. NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts in cooperation with the Uniform Municipal Contracting Law, M.S. 471.345 Subd.15 and is enabled by M.S. 471.59 (The Joint Powers Law). Most of the states in the United States have enacted their version of the "Joint Powers" law. Each member is responsible to review the laws in their state to determine their ability to procure goods and services through the contracts provided by NJPA.

OUR PURPOSE

The general purpose of the NJPA is to create and host a national municipal association's purchasing alliance. Our goal is to provide our members with requested programs and services created, coordinated and delivered through a cooperative effort between all participating members. Our purpose therefore is to serve our membership by:

- Acquiring and providing procurement opportunities for goods and services needed by NJPA Members,
- To bring the benefits of national volume pricing to NJPA Members and
- To satisfy as many of the competitive bidding requirements of NJPA and NJPA Members as possible.

OUR VISION

Creating an alliance between buyers and suppliers.

OUR MISSION

Striving to meet the needs of our members by providing valued solutions that are respected by our suppliers.

OUR COMMITMENT

The National Joint Powers Alliance is committed to serving you, our members and customers. We offer a quality, measurable and cost-effective purchasing solution, by taking our members' common needs, researching the industry and returning the opportunity to purchase through national contracts. We offer the very best products and services at the lowest possible prices by

creating an alliance between buyers and suppliers. We understand that we are only able to do this as we work together, developing the partnerships that create a unified purchasing alliance.

CAREER OPPORTUNITIES

[Coordinator of Graphic Design/Marketing](#)

[Administrative Assistant to Contract Managers](#)

For questions regarding Career Opportunities please contact [Susan Nanik](#), Human Resource Manager at 218-894-5464

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FREQUENTLY ASKED QUESTIONS

[How is NJPA governed?](#)

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[Can my public agency use the program and contracts without going out for solicitation?](#)

[Can agencies other than governmental and educational agencies use the program?](#)

[If our agency uses NJPA contracts, can we still buy from other contracts?](#)

[What is the specific statute language that will give my agency the authority to participate?](#)

[What competitively solicited products are currently offered?](#)

[How can I obtain copies of the legal documentation associated with each contract?](#)

[What is the solicitation and Invitation for Bid \(IFB\) process?](#)

[How do I become an authorized supplier of NJPA?](#)

HOW IS NJPA GOVERNED?

NJPA is governed by the [NJPA Board of Directors](#). The eight-member board is comprised of governing officials; including school board, city council or county seats.

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DOES NJPA HAVE A PROFESSIONAL PUBLIC PURCHASING BOARD OF ADVISORS?

Yes. At this point all current Participating Members are a part of our Board of Advisors. We are currently in the process of electing an "Executive Advisory Board" which will be nominated by and then elected by the membership.

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HOW IS NJPA FUNDED?

NJPA is funded by vendor administrative fees. The awarded vendor pays NJPA a minimal administrative fee to participate in this program. This fee covers the costs for contract marketing and facilitation and it offsets operating expenses incurred by NJPA. NJPA does not receive state or federal aid nor do we have taxing or levying authority. Therefore, we are entirely entrepreneurial. We are a governmental agency acting as a self-supporting business. NJPA also shares these fees with other partnering cooperatives as they elect to help facilitate and market the contracts in their specific regions. Any excess funds will be returned to participating agencies through a declared dividend program.

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HOW MUCH DOES IT COST TO PARTICIPATE IN NJPA?

There is no cost to [join](#) or participate.

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HOW CAN WE JOIN AND PARTICIPATE IN NJPA AND ITS PROGRAMS AND SERVICES?

Qualifying agencies must register to participate and may join in a matter of minutes online. There are several ways to join:

- Visit the [JOIN](#) section of this website to review member benefits and complete an online application;
download our [printable application](#) or
- Simply participate in our programs and services. Your membership is automatically activated when a purchase
- Order is executed through our contracts. When this happens, NJPA will get in touch with your agency, so you can supply us with the necessary organizational and contact information.

The [NJPA Bylaws](#), Article II, Subd. C describes our membership and participation. There are two types of membership:

- Participating Membership (Non-Voting)
Participating Memberships are free and carry no liability.
- Full Voting Membership
Full voting memberships are limited to the school districts, cities, counties and other governmental units defined in [M.S. 471.59](#) and as established annually by the [NJPA Board of Directors](#). Full-voting Members are required to sign a membership agreement and pay a one-time \$10.00 membership fee. These organizations are eligible to nominate their governing board members to serve on the NJPA Board. They also become responsible for any liabilities NJPA may incur. Participating Memberships are free and carry no organizational liability.

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HOW DOES A MEMBER PURCHASE USING THE NJPA CONTRACT?

After membership has been established, the member contacts the vendor directly for specific product, service, ordering, delivery and billing information. NJPA monitors contract compliance by the vendor to ensure a high level of service, quality of goods and customer service are being delivered to the member. Prior to executing the purchase order, it is the member's responsibility to review and accept the general terms and conditions of the specific IFB of interest and to execute the purchase order directly with the awarded vendor. Your membership allows the NJPA Board of Directors and NJPA staff to facilitate the bid and procurement responsibilities on your behalf.

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WHAT ABOUT CUSTOMER SATISFACTION AND ASSURANCE?

NJPA requires "manufacturer product and service responsibility". This eliminates the finger pointing and transferring of blame in the event the customer is not satisfied. Responding manufacturers accept this responsibility. In extreme cases NJPA would be involved in specific communications to ensure the customer is satisfied with the complete process of procurement and contract compliance.

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CAN MY PUBLIC AGENCY USE THE PROGRAM AND CONTRACTS WITHOUT GOING OUT FOR SOLICITATION?

Yes, in most states. All NJPA bid contracts have been competitively solicited nationally, reviewed and awarded by the NJPA Board of Directors in accordance with Minnesota public purchasing rules and regulations under the Municipal Contracting Laws, [M.S. 471.345](#). Each solicitation and Invitation for Bid (IFB) contains language which includes all qualified customers in all fifty states. The IFB advises all responders that they must apply to all qualified customers in all 50 states and in some cases the provinces and territories of Canada. All IFB respondents understand that these contracts shall be used by member governmental, educational and non profit agencies throughout the United States.

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CAN AGENCIES OTHER THAN GOVERNMENTAL AND EDUCATIONAL AGENCIES USE THE PROGRAM?

Yes, under M.S. 123A.21, all non-profit agencies may participate.

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IF OUR AGENCY USE NJPA CONTRACTS, CAN WE STILL BUY FROM OTHER CONTRACTS?

Yes, all NJPA contracts are non-exclusive and are contracts of choice by our members.

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WHAT IS THE SPECIFIC STATUTE LANGUAGE THAT WILL GIVE MY AGENCY THE AUTHORITY TO PARTICIPATE?

Visit the LEGAL section of our website to review our legal authority, contract law and your state's legislation.

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WHAT COMPETITIVELY SOLICITED PRODUCTS ARE CURRENTLY OFFERED?

We have many competitively solicited contracts in place. Listed below are a few of our major contracts:

- Technology Products – CDW-G
- Office and Classroom Supplies and Equipment – Staples Business Advantage
- High-Volume Copier Machines – Canon U.S.A.
- Copier and Fax Machines – Sharp Electronics
- Roofing and Facility Weatherproofing- – Tremco/ Weatherproofing Technologies
- Janitorial Supplies and Related Equipment – Hillyard
- Industrial supplies and equipment – Grainger
- Premium Office Furniture – Steelcase

View our product catalog for a complete list.

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HOW CAN I OBTAIN COPIES OF THE LEGAL DOCUMENTATION ASSOCIATED WITH EACH CONTRACT?

As a governmental agency, NJPA is required to provide full disclosure of all procurement documents and files. Procurement files are electronically available here or in hard copy at our office during normal NJPA business hours.

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WHAT IS THE SOLICITATION AND INVITATION FOR BID (IFB) PROCESS?

The first step is for NJPA to communicate with members and gather information on the needs that are in common. After determining the product or service category the NJPA Board of Directors calls for bids and the time frame is established for response and award. The IFB is established with specific terms, conditions and requirements. The solicitation is posted and advertised in the Minneapolis Star and Tribune for two consecutive weeks and it is posted to the Star Tribune website and to the NJPA website under the Current Bid Solicitation button. All bids are solicited on behalf of all current and qualified members in all fifty states and potentially Canada. All bids are posted on the NJPA website under "active bids." Bids are received and opened at a public bid opening and there is a determination of responsiveness before the bid is accepted or rejected. Accepted bids are then reviewed, using a value point evaluation process, rated and tabulated by the bid review committee. The award is established by the committee and recommended to the NJPA Board of Directors. The award is made by the NJPA Board of Directors at a publicly advertised meeting. Acceptance forms are signed and the operating agreement is established. At this point the marketing begins by both the vendor and NJPA to current and qualified members. For more specific information on this process, visit IFB process.

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HOW DO I BECOME AN AUTHORIZED SUPPLIER OF NJPA?

NJPA encourages all national vendors to respond to the NJPA IFB solicitations. Our bids are solicited, advertised and posted on the NJPA web site and in the Star Tribune which is accessed

daily by most national vendors.

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MEMBER BENEFITS

Join over 28,000 other participating members and increase your buying power. You will enjoy discount pricing from over 45 nationally acclaimed vendors with thousands of products, all awarded under a national competitive bid process. Through our enabling legislation, we are able to provide you valued purchasing solutions that will save time, money and avoid duplication of the competitive bid process. The purchasing process is simple. Submit your no cost membership application online from NJPA, contact the vendor directly and advise them of your participation in our program.

YOU WILL ENJOY...

- Competitively bid, nationally leveraged contracts.
- Having a choice, through National Contract Purchasing.
- No cost memberships available regardless of the size of your organization.
- Time and resource savings in the purchasing process.
- Large volume pricing, regardless of the quantity needed, on quality products and services from national vendors.
- Access competitively bid contracts procured by a governmental agency that you are a part of.
- Nationally leveraged and aggregated pricing and services.
- Nationally known and recognized vendors.
- Broad range of high quality products and services.
- Contracts managed by government purchasing professionals.
- Comfort level of contracts solicited, awarded and monitored by a government agency with a publicly elected board. NJPA conducts an annual, independent audit as a government agency and submits it to the State of Minnesota.

YOUR FREE MEMBERSHIP

- Helps justify the customer purchasing decisions and contract pathway.
- Helps overcome objections from competitors or other vendors.
- Puts a paper trail between our two organizations for legal pathways.
- Puts a paper trail between the customer and the NJPA procurement file.
- Allows you to receive NJPA contract communication regarding future purchasing opportunities.

Because our membership is a Joint Powers Agreement, your municipality or non-profit organization is an owner as well as a member of NJPA. You actually become a represented participant in the bidding process.

Over 28,000 governmental, education and nonprofit units are currently participating in and enjoying the quality products available at huge savings through NJPA, with hundreds more joining at each monthly Board Meeting.

NJPA MEMBERSHIP ADVANTAGE

[Click here](#) to play slide show.

NJPA BY-LAWS

Seventh Amendment Adopted on
April 14, 2010.

I.

NAME

The name of this organization shall be the National Joint Powers Alliance® (hereinafter referred to as "NJPA").

II.

ESTABLISHMENT OF THE NATIONAL JOINT POWERS ALLIANCE®.

- A. System Created. NJPA was originally established as an Educational Cooperative Service Unit by an act of the 1976 Legislature of the State of Minnesota under Minnesota Statutes § 123.58. The 1995 Legislature, under Minnesota Statutes § 123.582, revised the original statute, establishing service cooperatives. Pursuant to Minnesota Statutes § 123.582, independent school districts, cities, counties, and other governmental agencies (hereinafter called "governmental agencies") had the authority to enter into written membership agreements with NJPA. Minnesota Statutes §. 123.582 was subsequently re-codified to Minnesota Statutes § 123A.21.

The geographical boundaries of NJPA shall coincide with Region Five as identified in Governor's Executive Order 8, dated September 1, 1971, and 59, dated May 29, 1973, issued pursuant to the Regional Development Act of 1969, Minnesota Statutes, §§ 462.381 to 462.397.

NJPA shall cooperate with the Region 5 Regional Development Commission, but shall not be responsible to nor governed by that regional development commission.

B. Purpose. NJPA's primary purpose shall be to perform planning on a regional basis and to assist in meeting specific needs of clients in participating governmental units which could be better provided by NJPA than by the members themselves. NJPA shall provide those programs and services which are determined, pursuant to Article III, Section F, Subd. 13, to be priority needs of the membership and shall assist in meeting special needs which arise from fundamental constraints upon individual members.

C. Membership and Participation.

i. Full-voting Membership in NJPA shall be limited to public school districts, cities, counties, and other governmental units as defined in Minnesota Statutes § 471.59 that fall within the boundaries of Region 5 as identified in Governor's Executive Order 8, dated September 1, 1971, and 59, dated May 29, 1973, issued pursuant to the Regional Development Act of 1969, Minnesota Statutes §§ 462.381 to 462.397.

a. Full-voting Members are eligible to nominate one of their governing board members to serve on NJPA's Board of Directors.

b. Only Full-voting Members are responsible for any proportionate share of expenses and entitled asset distributions, as provided by Minnesota Statutes § 123A.21, Subdivision 9 and §123A.24, Subdivisions 1 and 2, as may annually be allowed or assessed by NJPA's Board of Directors.

c. Full-voting Members are entitled to Full-voting privileges on NJPA matters.

- d. Full-voting Members are entitled to participate in NJPA's rebate program but first must sign a Rebate Application and be accepted into NJPA's rebate program.
- ii. Partner Membership shall be available to nonpublic school administrative units and other partnership agencies or organizations within NJPA.
 - a. Partner Members cannot nominate any of their governing board members to serve on NJPA's Board of Directors.
 - b. Partner Members are not responsible for any proportionate share of expenses or entitled to asset distributions.
 - c. Partner Members are not entitled to any voting privileges on NJPA matters.
 - d. Partner Members are not entitled to participate in NJPA's rebate program.
- iii. Participating Membership shall be available to those entities, agencies and organizations eligible to enter into a Joint Powers Agreement with NJPA as defined by Minnesota Statutes § 471.59.
 - a. Participating Members cannot nominate any of their governing board members to serve on NJPA's Board of Directors.
 - b. Participating Members are not responsible for any proportionate share of expenses or entitled to asset distributions.
 - c. Participating Members are not entitled to any voting privileges on NJPA matters.

- d. Participating Members are not entitled to participate in NJPA's rebate program.
 - iv. A school district, city or county, or other governmental unit or nonprofit organization may belong to one or more service cooperatives. Participation in programs and services provided by NJPA shall be discretionary. Nonpublic school students and personnel are encouraged to participate in programs and services to the extent allowed by law.
- D. **Initiating Membership.** In order to become a member of NJPA, the potential Full-voting Member, Partner Member or Participating Member must apply for membership on their respective Membership Agreement application. The potential member must fill out the Membership Agreement application, whether that Membership Agreement is to become a Full-voting Member, Partner Member or Participating Member. The Membership Agreement must be passed by that member's governing board by resolution. NJPA reserves the right to deny membership to any potential member, for any reason. By signing the Membership Agreement the member governing board agrees to acceptance of NJPA's By-laws and if accepted as a Full-voting member, to pay membership fees as required by NJPA's Board.
- E. **Dissolution of Full-voting Membership.** A Full-voting member may elect to withdraw its membership from NJPA by a majority vote of its full governing board and upon compliance with its Membership Agreement with NJPA. The withdrawal shall be effective on June 30 following NJPA's written receipt of the member's withdrawal. Notwithstanding the withdrawal, the proportionate share of any expenses already certified to the

withdrawing member for NJPA shall be paid to NJPA. The terms of withdrawal from NJPA shall be governed by Minnesota Statutes § 123A.24.

III.

ORGANIZATION AND PROCEDURE OF THE BOARD

- A. **Governing Board.** The care, management, and control of NJPA shall be vested in a board of directors composed of eight members.
- B. **Terms.** Members of the board of directors are elected or named to four (4) year terms. Elections shall occur, in alternate years, on or after the second Tuesday in November but no later than December 15. Members shall begin their term on January 1 following the election and shall serve until a successor is elected and qualified. A vacancy on the board which results in an unexpired term may be filled by appointment by NJPA's board of directors until such vacancy can be filled at the next annual election.
 - i. Two members of the board of directors shall be current governing board members of cities, counties, and other governmental units as defined in Minnesota Statutes § 471.59 that are Full-voting Members of NJPA. Each Full-voting Member that is a city, county or governmental unit as defined in Minnesota Statutes § 471.59, may nominate member(s) from its governing board to represent that Full-voting Member on NJPA's board of directors. Each nomination shall be by majority vote of that Full-voting Member's governing board. Should a current NJPA board member not file for re-election to their respective governing board or be defeated in their local governing board election, that board member will be allowed to complete their term of office.

ii. Six members of the board of directors shall be current school board members from school districts which are Full-voting Members of NJPA. Should a current NJPA board member not file for re-election to their local school board or be defeated in their local school board election, that board member will be allowed to complete their term of office.

a. The six members shall be elected as follows: two from each of the three school district sub-regions within Region Five described in Section II(A).

b. Each Full-voting school district member may nominate member(s) from its school board to represent that Full-voting Member on NJPA's board of directors. Each nomination shall be by majority vote of that Full-voting Member's school board.

c. School district sub-regional membership shall be reviewed and established annually by the board of directors. School district sub-regions are hereby established as electoral districts within NJPA as necessary to ensure proportional representation based on school enrollments.

C. Elections. Nominations must be filed with NJPA's Executive Director not more than forty-five (45), nor less than twenty (20) days prior to the election at which a member is to be elected to NJPA's board of directors.

i. Each candidate shall be nominated by a petition signed by a majority of the Full-voting Members' school board, or a majority of the Full-voting Members' governing board of a city, county, or other governmental unit as defined in Minnesota Statutes § 471.59. The petition shall identify the school district or city, county or other governmental unit as defined in Minnesota Statutes § 471.59 from

which a candidate is to be elected, the name of the candidate, and a brief resume of the candidate's background and experiences.

- ii. NJPA's board of directors shall cause the election ballots to be printed for election to NJPA's board of directors and cause the ballots to be delivered to Full-voting Members not later than 10 days before the election.
- iii. The ballots shall be printed in a form conforming to Minnesota law concerning the election of school board members.
- iv. Election to NJPA's board of directors shall be by majority vote of all current Full-voting Member's governing board, with each member of the Full-voting Member's governing board having one vote.

D. Organization. The board of directors of the NJPA shall meet following the election each year and organize by electing a chair, a vice-chair, a clerk, and a treasurer, no two of whom when possible shall be from the same governmental agency. The board of directors shall also conduct any other necessary organizational business. NJPA's board may, at its discretion, appoint up to three members at-large to NJPA's board as ex-officio, nonvoting members of the board and shall encourage the advisory participation of a cross-section of government agency personnel within NJPA to the extent allowed by law. A member of NJPA's board shall have the same liability applicable to a member of an independent school district board or the board of a government agency.

E. Legal Address. The legal address of the Board shall be the business office of NJPA's Executive Director.

F. **Duties and Powers of the Board.** NJPA's board of directors shall have authority to maintain and operate NJPA. Subject to the availability of necessary resources, included among the powers and duties of this board are:

1. The board of directors shall submit at the Annual Meeting of the Representative Assembly each year to each participating member an annual evaluation report of the effectiveness of programs and services and an annual plan which describes the objectives and procedures to be implemented in assisting in resolution of the needs of NJPA's membership.
2. The board of directors shall have the authority to provide adequate office, service center and administrative facilities by lease, purchase, gift, or otherwise.
3. The board of directors is authorized to employ a central administrative staff and other personnel as shall be necessary to provide and support the agreed upon programs and services. The board may discharge staff and personnel pursuant to provisions of law applicable to independent school districts. The board shall allow NJPA staff and personnel to participate in retirement programs and any other programs available to public school staff and personnel.
4. The board of directors is hereby authorized to appoint special advisory committees composed of superintendents, central office personnel, building principals, teachers, parents, laypersons, and representatives from cities, counties and other government agencies.

5. The board of directors is authorized to employ service area personnel pursuant to licensure and certification standards developed by the appropriate state agency such as the Commissioner of Education and the State Board of Teaching.
6. The board of directors is authorized to enter into contracts with school boards of local education agencies, including school districts outside NJPA's area.
7. The board of directors is authorized to enter into contracts with other public and private agencies and institutions to provide administrative staff and other personnel as necessary to furnish and support the agreed upon programs and services.
8. The board of directors shall exercise all powers and carry out all duties delegated to it by members under provisions of NJPA's bylaws. NJPA's board of directors shall be governed, when not otherwise provided, by applicable laws of the state.
9. The board may establish cooperative, working relationships and partnerships with post-secondary educational institutions, other public agencies, business, and industry and may appoint special advisory committees representative of these partners.
10. The board of directors shall appoint an Executive Director and such number of other personnel as may be deemed necessary. The board shall also fix the salary and conditions of employment of such officers, which may include reasonable and necessary expenses, vacation and disability leave. NJPA's

Executive Director shall, under the direction of the board, exercise the following power and duties:

- a. Act as secretary and executive officer of the board.
- b. Attend all regular and special meetings of the NJPA board when so required by the board and advise the board of all questions under consideration.
- c. Serve as ex-officio member of all advisory committees or councils appointed by the board.
- d. Provide for the keeping of minutes of the regular board, recording all proceedings and official actions and keeping such records as may be necessary.
- e. Act for NJPA's board as the custodian of records, reports, documents, correspondence, educational equipment and supplies, and other property and maintain inventories and indices thereof.
- f. Prepare and present the business to be acted upon at meetings of the board. The Executive Director is authorized to enter into Bid and Proposal Contracts called for by the Board and recommended for award by the Bid Review Committee. The Executive Director is also authorized to enter into all membership agreements and to extend annual renewals for Bid Contracts pending Board consideration.
- g. Maintain supervisory custody of the funds of the board. The Executive Director shall write drafts against NJPA funds only for expenditures properly approved by the board. The Executive Director

shall be bonded by the board and make financial records of the board available at all times and submit them annually for audit. The Executive Director shall prepare and submit an itemized budget for approval by the NJPA board. The Executive Director shall endeavor to promote through meetings, conferences, and electronic communication with government agency officials, teachers, parents, and the public generally, and by hard-copy and electronic distribution of pamphlets, bulletins, newsletters and other materials, an active interest in all desirable types of public service and to suggest needed changes and improvements identified by member government agencies.

h. Act for NJPA's board as the legal representative for State and Federal Programs.

11. The Board of Directors shall meet at the call of the chair or any three (3) members of the board.

a. An electronic agenda shall be sent to each member at least five (5) days prior to the meeting of the board. Matters of emergency nature not on the agenda may be considered at the time of the meeting.

b. A quorum at any meeting of members of the board shall consist of a majority of the elected board of directors.

c. The order of business at the board meetings shall be as follows:

1. Determination of a quorum and call to order.

2. Approval of minutes of previous meeting.

3. Acceptance of treasurer's report and approval of expenditures.
4. Consent Agenda.
5. Unfinished and old business.
6. New business.
7. Personnel Items.
8. Reports of the Executive Director and any special committees or advisory councils.
9. Presentation of written communications.
10. Adjournment.

d. The meetings of the board at which official action is taken shall be public meetings and no person shall be excluded therefrom.

12. The board of directors may select advisory councils or committees to give advice and counsel to the board. The councils or committees may be composed of representatives from public and nonpublic schools, cities, counties, and other governmental units, as well as representatives from our business partners.

13. The board of directors shall submit annually a plan to the members. The plan shall identify the programs and services which are suggested by NJPA for implementation during the following year and shall contain components of long-range planning determined by NJPA. These programs and services may include, but are not limited to, the following areas:

- a. Administrative services;
- b. Curriculum development;

- c. Data processing;
- d. Distance learning and other telecommunication services;
- e. Evaluation and research;
- f. Staff development;
- g. Media and technology centers;
- h. Publication and dissemination of materials;
- i. Pupil personnel services;
- j. Planning;
- k. Secondary, post-secondary, community, adult, and adult vocational education;
- l. Teaching and learning services, including services for students with special talents and special needs;
- m. Employee personnel services;
- n. Vocational rehabilitation;
- o. Health, diagnostic, and child development services and centers;
- p. Leadership or direction in early childhood and family education;
- q. Community services;
- r. Shared time programs;
- s. Fiscal services and risk management programs;
- t. Technology planning, training, and support services;
- u. Health and safety services;
- v. Student academic challenges; and
- w. Cooperative purchasing services.

14. The Board of Directors shall, to the extent possible, make technical assistance for long-range planning available to member government agencies upon request and shall establish a common base for local and regional decision-making.
15. The board of directors may, but are not required to, establish a Rebate Program that is only available to Full-voting Members. It shall be within the board of directors' sole discretion to establish, modify or discontinue the Rebate Program at any time. If established, the Rebate Program would rebate net administrative fees earned by NJPA from sales to its Full-voting Members. If established, the Rebate Program can only be used by Full-voting Members for essential public and governmental purposes.

G. **Financial Support.** Financial support for NJPA programs and services shall be provided by Full-voting Members with private, state, and federal financial support supplementing as available. NJPA's board of directors may, in each year, for the purpose of paying any administrative, planning, operating, or capital expenses incurred or to be incurred, assess and certify to each Full-voting Member, their proportionate share of all expenses. This share shall be based upon the extent of participation by each Full-voting Member and shall be in the form of a service fee. Each Full-voting Member shall remit its assessment to NJPA's board as determined by NJPA's board. The assessments shall be paid within the maximum levy limitations of each Full-voting Member. No Full-voting Member shall have any additional liability for the debts or obligations of NJPA except that assessment which

has been certified as its proportionate share and any other liability the Full-voting Member assumes under these By-laws or Minnesota Statutes § 123A.24, subdivisions 1 and 2 Participating Members and Partner Members shall have no liability to NJPA. Participating Members and Partner Members' financial support to NJPA shall be limited to the Administrative Fees earned by and paid to NJPA.

- H. **Ownership of Property.** Any property acquired by NJPA's board is public property to be used for essential public and governmental purposes which shall be exempt from all taxes and special assessments levied by a city, county, state, or political subdivision thereof. If NJPA is dissolved, its property shall be distributed to the members at the time of dissolution.
- I. **Legal Action.** The board may prosecute in its name and defend or settle action brought by or against it.
- J. **Public Corporation.** The NJPA is a public corporation and agency and its board of directors may make application for, accept, and expend private, state, and federal funds that are available for programs of the members. As a public corporation, no earnings or interest of the NJPA may inure to the benefit of an individual or private entity.
- K. **Fees.** The board may make reasonable charges for its services rendered to members and non-members. The board may also receive for its benefit contributions from members, bequests, donations, gifts, and shared appropriations for any purpose of the board and apply the same to the purpose designated.
- L. **Insurance.** The board may procure insurance against liability of the board and of its officers and employees for damages resulting from wrongful acts and omissions of

the members, the board, and its officers and employees, whether the acts or omissions relate to governmental or proprietary functions of the board. Insofar as this insurance relates to governmental functions of the board, the policy of insurance shall contain a provision under which the insurance company agrees to waive the defense of governmental immunity up to the limits of the policy unless the board consents to the assertion of the defense.

- M. Joint Powers Act. Nothing in this act shall restrict the authority granted to member government agency boards by Minnesota Statute, Section 471.59.

IV.

MEETINGS AND MINUTES OF PROCEEDINGS

- A. Annual Meeting of the NJPA Representative Assembly.
- i. Each Full-voting Member shall be entitled to select two (2) of its current board members to serve on NJPA's Representative Assembly. Appointment shall be made by the Full-voting Member's board and shall be communicated to NJPA's Executive Director on an annual basis.. Each Full-voting Member board may also designate alternates for each representative on NJPA's Representative Assembly and notify NJPA's Executive Director of the alternates.
 - ii. The Representative Assembly's purpose is to increase the representation of Full-voting Members in the development of NJPA programs and services.
 - iii. The Representative Assembly shall receive regular communications from NJPA's board of directors and shall meet at least one time per year. An agenda shall be sent to each Full-voting Member at least ten (10) days prior to the annual

meeting. All matters to be acted thereon shall be submitted in writing to NJPA's Executive Director no later than fifteen (15) days prior to such meeting. To the extent that the same may be reasonably possible, matters submitted in the form of a resolution shall appear on the agenda in the form prepared and proposed.

- B. NJPA board of directors meeting minutes shall be posted to NJPA's Website. The minutes of the preceding meeting shall be reviewed, corrected if necessary, and a copy of all motions and the names of the person making and seconding motions shall be recorded. There shall be a recorded vote if the vote is not unanimous.
- C. The board designates the NJPA Website as its official newspaper.

V.

RULE OF ORDER, AD HOC COMMITTEE, FISCAL YEAR

- A. The rules of parliamentary procedure in the latest edition of Robert's Revised Rules of Order shall govern the board and advisory committees and councils in their deliberations in all matters except as otherwise provided in these By-laws. Rules may be amended at any meeting by a majority vote. The order of business may be suspended at any meeting by mutual agreement or by a majority vote.
- B. The board shall authorize such Adhoc committees as are deemed necessary. An Adhoc committee shall report to the board and shall be dissolved when its report is accepted by the board.
- C. The fiscal year shall commence on July 1 and end on June 30 of each year. The board shall employ qualified accountants for the purpose of conducting an annual

post-audit upon the books and records of the board. The regulations appropriated to independent school districts shall govern audit procedures.

VI.

AMENDMENTS

- A. These By-laws may be amended by the affirmative vote of two-thirds of the members present at the Annual Meeting of the Representative Assembly or by mail ballot, provided that the substance of the proposed amendments shall have been submitted in writing to each member at least ten (10) days prior to such vote.

Officially adopted by Board of Directors January 12, 1978.

First Amendment approved on May 29, 1990
Second Amendment approved on March 25, 1991
Third Amendment approved on April 27, 1992
Fourth Amendment approved on September 25, 1995
Fifth Amendment approved on September 28, 1998
Sixth Amendment approved on April 13, 2005
Seventh Amendment approved on April 14, 2010

Chairman, Board of Directors

Clerk, Board of Directors

4.2.



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: September 15, 2010

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: Agreement for Services and Municipal Lease

Agenda Title (be exact):

Possible approval of an Agreement for Contracted Services and Municipal Lease between the Town of Camp Verde and the Chamber of Commerce. The Town has budgeted and will pay \$55,000 for FY 2010/11 for the operation of the Visitor's Center and \$25,000 to be used for tourism in promoting and marketing Camp Verde as a destination.

Purpose and Background Information:

At the Joint Work Session with the Chamber Board on September 1, 2010, the consensus of Council was to proceed with the current contract in order to keep the Visitor's Center open. Staff will work with the Chamber's Director to develop a more comprehensive contract that clearly outlines the duties/responsibilities of each party. Upon completion of the draft contract, a meeting will be scheduled with the respective Boards and a joint meeting to review the final document. The final contract will be ready for Council approval in April 2011 prior to the budget process.

Recommendation (Suggested Motion):

Move to approve the contract.

Finance Review: **Budgeted** **Unbudgeted** **N/A**

Finance Director Comments/Fund: N/A

Attorney Review: **Yes** **No** **N/A**

Attorney Comments: Attorney comments are incorporated into the document.

Submitting Department: Town Manager

Contact Person: Russ Martin

Action Report prepared by: D. Barber

**Agreement for Contracted Services
and
Municipal Lease
Between
The Town of Camp Verde
and the
Camp Verde Chamber of Commerce
Fiscal Year 2010/11
July 1, 2010 to June 30, 2011**

This Agreement is entered into this 15th day of September, 2010 by and between the Chamber of Commerce, a non-profit corporation, hereinafter referred to as "CHAMBER" and the Town of Camp Verde, an Arizona municipal corporation, hereinafter referred to as "TOWN." This Agreement is awarded pursuant to Procurement #2010-084.

WHEREAS, pursuant to A.R.S, § 9-500.11, the TOWN desires to appropriate funds to enhance tourism by promoting Camp Verde as a destination and by assisting visitors to Camp Verde and Camp Verde residents with information and facilities which improve the quality of their experience when in Camp Verde; and

WHEREAS, the TOWN receives a significant portion of its tax revenue from tourist spending in the community and sales tax revenue from businesses; and

WHEREAS, the TOWN desires to maintain a strong and vital local economy and to require certain minimum levels of staffing at the Visitor Center located in Town in order to assist in the retention of existing businesses, the attraction of new businesses, and to promote tourism that are deemed desirable; and

WHEREAS, the CHAMBER is qualified and has the experience, organization and facilities to provide business services to new commercial and retail businesses coming into the community; and

WHEREAS, the TOWN and CHAMBER both have the desire and the commitment to build a strong local economy and promote Camp Verde.

PURPOSE OF THE AGREEMENT

TOWN hereby retains the CHAMBER to promote, develop and enhance tourism for the TOWN and its surrounding areas, and to render specific professional and technical services to the TOWN. It is understood and agreed that the CHAMBER, while retained under this Agreement, will also be rendering other services to its members.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS OF THE PARTIES, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. **Town Appropriations:** The TOWN agrees to appropriate a total of EIGHTY THOUSAND

DOLLARS (\$80,000) in Fiscal Year 2010-2011 for the following two expenditure categories:

- a. FIFTY-FIVE THOUSAND DOLLARS (\$55,000) funding will be allocated for the purposes of staffing and operating a Visitor Center. The TOWN agrees to make payment to the CHAMBER in four (4) installments of THIRTEEN THOUSAND, SEVEN HUNDRED AND FIFTY DOLLARS (\$13,750) on July 1, 2010; October 1, 2010; January 1, 2011; and April 1, 2011.
 - b. TWENTY-FIVE THOUSAND, (\$25,000) funding will be allocated for tourism in promoting and marketing Camp Verde as a destination. The TOWN agrees to make payment to the CHAMBER in four (4) installments of SIX THOUSAND, TWO HUNDRED AND FIFTY (\$6,250) on July 1, 2010; October 1, 2010; January 1, 2011; and April 1, 2011.
2. **Visitor's Center:** The CHAMBER shall maintain and staff the Visitor Center within the TOWN. The Visitor Center will abide by the criteria set forth by the Arizona Office of Tourism to be a state designated LVIC (Local Visitor Information Center), to answer all correspondence, telephone, or walk-in inquiries for general information relating to Camp Verde. Holiday closures will be determined from previous records and history of activity. The CHAMBER will utilize Destination Marketing to attract tourists to Camp Verde for overnight visitation.
 3. **Reporting:** The CHAMBER will provide quarterly presentations to the Town Council.
 4. **Coordination:** The TOWN Council Liaison to the CHAMBER and the Town Manager will meet periodically, but not less than quarterly, with the CHAMBER to discuss the coordination between the TOWN and the CHAMBER on items of mutual interest that promotes tourism and provides visitor information.
 5. **Annual Financial Audit:** The CHAMBER agrees to provide the TOWN with a copy of its annual financial audit.
 6. **Termination:** If and in the event that a dispute between the parties arises as to the service to be provided under this Agreement, then the TOWN and the CHAMBER shall attempt to resolve said dispute. This Agreement is entered into in the State of Arizona and shall be construed and interpreted under the laws of the State of Arizona including, without limitation, the provisions of A.R.S. § 38-511.
 7. **Term:** This Agreement will be in force from July 1, 2010 through June 30, 2011. The TOWN will provide use of the Visitor Center to the CHAMBER under the terms and conditions as exist under the current lease July 1, 2010 (see lease below). Please note: the termination clause in this years' lease, "Effective upon termination of said lease, it is the TOWN's intention to utilize the building for purposes of occupying the facility with TOWN activities."
 8. **TOWN DUTIES:**
 - a. At the request of the CHAMBER, the TOWN shall disclose to the CHAMBER any information that pertains to the business community that may be legally released; provided that the TOWN shall have no obligation to incur any cost outside the ordinary course of business.
 - b. TOWN shall make available TOWN facilities as it deems necessary to accommodate

- activities associated with CHAMBER business.
- c. TOWN shall endeavor to work with the CHAMBER on a Business Recruitment Program and an Economic Development Program.

INDEPENDENT CONTRACTOR

1. The parties agree that the CHAMBER provides specialized services and that the CHAMBER enters this Agreement with the TOWN as an independent contractor. Nothing in this contract shall be construed to constitute the CHAMBER, nor any of its personnel, volunteers, or directors, as agents, employees, or representatives of the TOWN of Camp Verde.
2. As an independent contractor, the CHAMBER is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages, which may arise during the operation of this Agreement.
3. **Insurance, Liability and Indemnity:**

The CHAMBER agrees to procure and maintain at its sole expense the following insurance relative to the Agreement with the TOWN:

- a. Certificate of Insurance for a General Liability Insurance Policy against claims for bodily injury, death and property damage with limits of at least:

Each Occurrence	\$1,000,000
General Aggregate.....	\$2,000,000

In addition, the Certificate of Insurance must name the Town of Camp Verde, Arizona as an Additional Insured in connection with the CHAMBER facilities as provided herein and must briefly describe the services being performed, e.g. Lease of Town Facilities.

- b. Certificate of Insurance for Workers' Compensation Insurance Policy (Statutory).

All Certificate(s) of Insurance referenced above and the completed (signed by all pertinent parties) Services and Lease Agreement as provided herein shall be delivered simultaneously to the Town. Upon the TOWN's receipt of both the aforementioned documents the Agreement will be considered fully executed.

CHAMBER liability under this Agreement is not in any way limited by the insurance required by this Agreement.

CHAMBER shall keep said policies in force for the duration of the Agreement and for any possible extension thereof.

CHAMBER assumes and agrees to hold harmless, indemnify and defend the TOWN, its officers, agents and representatives from and against all losses, claims, demands, payments, suits, actions, recoveries, judgments and all liability of every kind, nature, and description for injury to persons including wrongful death, or damage to property or both occurring during, or in consequence, of the performance or failure to perform by CHAMBER. The TOWN assumes no liability, obligation or responsibility of any nature whatsoever, in connection with this Agreement except for payment of fees as stated or referred to herein.

4. It is understood and agreed that the CHAMBER is free to contract with other parties or to otherwise provide additional services.

IMMIGRATION LAW COMPLIANCE

1. Under the provisions of A.R.S. § 41-4401, the Chamber hereby warrants to the Town that the Chamber and each of its subcontractors (if any) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulation that relate to their employees and A.R.S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").
2. A breach of the Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject the Chamber to penalties up to and including termination of this contract at the sole discretion of the Town.
3. The Town retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this contract to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. The Chamber agrees to assist the Town in regard to any such inspections.
4. The Town may, at its sole discretion, conduct random verification of the employment records of the Chamber and any subcontractors to ensure compliance with Contractor's Immigration Warranty. The Chamber agrees to assist the Town in regard to any random verifications performed.
5. Neither the Chamber nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Chamber or any subcontractor establishes that it has complied with the employment verification provision prescribed by sections 274A ad 274B of the Federal Immigration and nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
6. The foregoing provisions of subparagraphs A-E of this article must be included in any contract that the Chamber enters into with any and all its subcontractors who provide service under this contract or any subcontract.

Lease Agreement

LANDLORD: Town of Camp Verde ("LANDLORD"), an Arizona municipal corporation, 473 South Main Street, Ste. 102, Camp Verde, AZ 86322

TENANT: Camp Verde Chamber of Commerce ("TENANT"), a non-profit corporation, 385 South Main Street, Camp Verde, AZ 86322

WHEREAS, the LANDLORD and TENANT agree it would be in the public interest to establish larger facilities for use by the TENANT and other related public agencies, for promotion of tourism as a

visitor's center; and

WHEREAS, the LANDLORD has provided a remodeled building at 385 South Main Street, formerly known as "Custards", and related parking areas, located at the entrance to Fort Verde State Historic Park, from Main Street, that would serve as a gateway center for future development connecting the downtown area and the Fort; and

WHEREAS, the parties have entered into a contract for promotion of tourism and economic development.

NOW, THEREFORE, THE LANDLORD AGREES TO EXECUTE THIS LEASE WITH THE TENANT ON THE FOLLOWING MUTUALLY AGREEABLE TERMS AND CONDITIONS:

1. **Property and Use:** TENANT shall lease the 385 South Main Street building, other than areas reserved by the LANDLORD for municipal use, and adjoining parking areas, for its office facility both to fulfill the terms of services contract with the LANDLORD, and its role as the administration center for its member businesses and the public. TENANT shall allow other public agencies, as authorized by the Town Manager, space for displays and volunteers from those agencies that will present tourist and related information to visitors. A conference room will be available for LANDLORD's use to be scheduled by the Town Manager (or his/her designee), through the Chamber Director. The TENANT will be responsible for all scheduling and coordinating use of the building.
2. **Term and Use of Visitor's Center:** The term of the lease shall be for the period July 1, 2010 to December 31, 2011. The LANDLORD will provide use of the Visitor Center to the TENANT under the terms and conditions as exist under this lease. This lease shall terminate December 31, 2011 in order to allow LANDLORD to utilize the building for purposes of occupying the facility with TOWN activities.
3. **Improvements:** TENANT will not make any modifications or improvements to the property without the prior consent of the LANDLORD. Any office equipment, supplies, or other fixtures brought to the property shall remain the property of the TENANT.
4. **Rent:** Payment of rent during the term of the lease shall be the nominal sum of \$1.00 per year, acknowledging that the occupancy and use of the premises for visitor services will be a benefit of the citizens of the TOWN and the surrounding communities:
5. **Utilities:** Costs of the utilities to the premises such as electrical service and any separate heating/cooling costs, where they may be prorated, shall be the responsibility of the TENANT.
6. **Sublease:** TENANT will not sublease any portion of the premises without the written consent of the Landlord.
7. **Maintenance:** TENANT will maintain the premises in the condition of the facility at the time of initial occupancy, and Landlord shall maintain the heating/cooling and other services.
8. **Signs:** TENANT will not install any exterior signage on the building without the prior approval of the Landlord.

9. **Remodeling:** The building and surrounding property are an integral part of Main and Hollamon Street and will link the historic areas of the TOWN with Fort Verde State Historic Park. Therefore, the LANDLORD reserves the right to effect changes in the building structure, parking, and access consistent with the surrounding parking areas that indicates the primary uses of the facility.

IN WITNESS WHEREOF to be executed by their duly authorized officials on _____,
2010

Bob Burnside, Mayor

Attest: _____
Debbie Barber, Town Clerk

APPROVED AS TO FORM:

William J. Sims, Town Attorney

APPROVAL AND EXECUTION BY CHAMBER

PASSED AND APPROVED BY CHAMBER OF COMMERCE ON THE _____ day
of _____, 2010.

Camp Verde Chamber of Commerce

By: _____
Gary Thompson, Chamber of Commerce Chairman

ATTEST:

Camp Verde Chamber of Commerce

By: _____

Print Name: _____



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: September 15, 2010

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document:

Agenda Title (be exact):

Presentation of a Plaque that was given to the Town of Camp Verde by the United States 2010 Census in appreciation of the Town's assistance with the census count.

Purpose and Background Information:

The Census Bureau presented a plaque to the Town in appreciation of our assistance in the 2010 Census. As a result of our work, the response rate increased 4% over the 2000 Census. Communities should receive the population numbers in late January 2011.

Recommendation (Suggested Motion):

No action is required.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: Clerk's Office

Contact Person: Debbie Barber

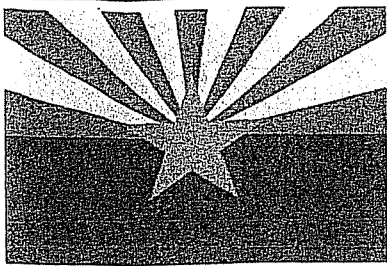
Action Report prepared by: D. Barber

Census 2010 Mailback Rates and Upcoming Key Dates

- **Camp Verde** 67% in 2010, 63% in 2000
- **Clarkdale** 62% in 2010, 73% in 2000
- **Cottonwood** 64% in 2010; 67% in 2000
- **Dewey Humboldt** 70% in 2010
- **Jerome** 60% in 2010; 37% in 2000
- **Sedona** 73% in 2010; 64% in 2000
- **Yavapai County** 65% in 2010; 66% in 2000
- Arizona's rate (67%) was down by 2%
- National mailback rate (72%) was flat
- Numbers are due to the president by December 31st, 2010
- Population counts will then be delivered to state legislatures in January 2011.
- Local governments should be receiving numbers by late January 2011.

American Community Survey

- This is a continuous updated survey being conducted by the Census Bureau
- It replaces the old "long form" on the decennial census
- 250,000 homes each month across the country receive the questionnaire
- Provides more current data for city planners and users of census data.
- Part of the Census Bureau
- Required to be answered just like the decennial questionnaire
- All privacy and confidentiality rules apply
- American Community Survey numbers are estimates and not to be confused with decennial data being released in January.



ARIZONA

What the Data Show

www.census.gov

United States Census 2010

10 Local Census Offices

- Flagstaff
- Phoenix (5)
- Tucson (2)
- Window Rock
- Yuma

Peak employment 10,000

27.2% of population is "Hard-to-count"

Type of Enumeration Areas

% Housing Units in Arizona:

Mailout/Mailback	88.0%
Update/Leave	9.1%
Update/Enumerate	2.7%

% Land Area in Arizona:

Mailout/Mailback	12.3%
Update/Leave	56.1%
Update/Enumerate	27.8%
Military	3.7%

Census 2010

Mail Participation Rate 67%

Census-Related Federal Assistance FY2008 for Arizona*

Total	\$8,581,894,728
Per Capita	\$1,320.25

*As Calculated by The Brookings Institution

DENVER REGIONAL CENSUS CENTER
6950 W. Jefferson Avenue, Suite 250
Lakewood, CO 80235
Phone: 720-475-3640
Fax: 720-533-4234

Population

6,595,778

7/1/09 Estimate

Growth Rate

28.6%

2000 – 2009 Period

2nd fastest growing in U.S.

Housing Units

2,757,366

7/1/09 Estimate

Largest Arizona Cities

7/1/09 Estimates

Phoenix	1,601,587
Tucson	548,555
Mesa	462,486
Chandler	255,230
Glendale	252,188
Scottsdale	238,715

Phoenix is the nation's 5th most populous city.

One race alone in Arizona

7/1/09 Estimates

White	86.1%
American Indian	4.9%
Black	4.4%
Asian	2.8%

Arizona is home to 22 federally recognized American Indian tribes.

10.2% of American Indians in the United States live in Arizona.

Ethnicity in Arizona

7/1/09 Estimate

Hispanic (of any race) 30.8%

Between 2000 – 2009 Arizona gained 736,033 people of Hispanic origin.

USCENSUSBUREAU

Helping You Make Informed Decisions



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: September 15, 2010

Meeting Type: Regular Session

Consent Agenda – Special Announcements **Regular Business**

Reference Document: New Business License list for the month ending August 2010

Agenda Title (be exact):

Welcome to the new businesses that registered during the month of July:

- ❖ All West Fire Protection, Prescott, AZ
- ❖ Mostert Cranes & Equipment, Inc., Dewey, AZ
- ❖ Central Basin Builders Inc., Lake Montezuma, AZ
- ❖ Stanley Steel Structures, LLC, Cottonwood, AZ
- ❖ Old World Guns, LLC, 567 S. Main Street, Camp Verde, AZ
- ❖ Piper's Plumbing, Inc., Cottonwood, AZ
- ❖ MSP Drywall, LLC, Phoenix, AZ
- ❖ Verde Cellars, LLC, 212 Finnie Flat Road, Camp Verde, AZ
- ❖ Coconino Fence Co., Inc. Flagstaff, AZ
- ❖ Hatch Plumbing, Inc., Flagstaff, AZ
- ❖ Signs 928, LLC, Cottonwood, AZ

Purpose and Background Information:

During the second meeting of each month, the Clerk's Office prepares a New Business License Report for the previous month. The report provides pertinent information to the public, as well as gives Council the opportunity to welcome new businesses and of course, your appreciation to our established businesses.

Recommendation (Suggested Motion):

Welcome the new businesses.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: Clerk's Office

Contact Person: Debbie Barber, Town Clerk

Action Report prepared by: D. Barber

LIC#	NAME OF BUSINESS	Physical Address	City/Town	Owners name	Mailing Address	City
2048	All West Fire Protection Systems LLC	6735 Corsair Ave	Prescott	Jonathan Aten	6735 Corsair Ave	Prescott
2049	Mostert Cranes & Equipment Inc.	11800 E. Sara Jane Ln	Dewey	Charles Mostert	P.O. Box 25243	Prescott Valley
2050	Central Basin Builders Inc.	3255 Kearney Trl	Lake Montezuma	Rod Laubach	P.O. Box 5295	Lake Montezuma
2051	Stanley Steel Structures LLC	1537 S. Bates Rd	Cottonwood	Paul Stanley	1537 S. Bates Rd	Camp Verde
2052	Old World Guns LLC	567 S. Main St.	Camp Verde	David Jonas	P.O. Box 2637	Camp Verde
2053	Piper's Plumbing Inc	3710 Penny Ln	Cottonwood		P.O. Box 1277	Cottonwood
2054	MSP Drywall LLC	607 W. Behrend Dr	Phoenix	Bill Pinson	607 W. Behrend Dr	Phoenix
2055	Verde Cellars LLC	212 Finnie Flat Rd	Camp Verde	Jermia Sunfellow	607 W. Pheasant Run Cir	Camp Verde
2056	Coconino Fence Company Inc.	2805 N. Pavath	Flagstaff	Magdaleno Gonzales	P.O. Box 1922	Flagstaff
2057	Hatch Plumbing Inc	4025 E. Huntington Dr.	Flagstaff	Douglas Hatch	4025 E. Huntington Dr.	Flagstaff
2058	Signs 928 LLC	101 Air Park Rd	Cottonwood	Jason Keller	101 Air Park Rd #L	Cottonwood

Business Licenses Closed in August 2010

Name of Business	Physical address	City	Yr Open	Date closed
Eagle Steel Erectors Inc	1501 W. Fountainhead Pkway	Tempe	2007	08/04/10
Hudson's Automotive	248 W. General Crook Trl	Camp Verde	1992	08/04/10
Movie Gallery US LLC	452 Finnie Flat Rd	Camp Verde	2005	08/12/10
Creative Outdoors LLC	302 W. Willis St, Ste 107	Prescott	2008	08/17/10
Arizona State Concrete	2872 S. Aspen Way	Camp Verde	2009	08/18/10
Desert Scales & Weighing Equipment		Phoenix	2009	08/18/10
Kahuna Pools & Spas	25 Jasper Crt	Sedona	2009	08/18/10
Kent Barnes Electric	1846 E. Granada	Phoenix	2009	08/18/10
R & K Custom Homes	3110 S. Lincoln	Camp Verde	2004	08/18/10
Rabino Ecominic Development Group	5700 Debbie Lane	Rimrock	2005	08/18/10
Rhoda Construction	1225 Cayuse	Camp Verde	2009	08/18/10
Students Work Force Plus	2936 S. Maple Dr	Camp Verde	2009	08/18/10
Wesley Properties LLC	1016 E. Saddlehorn Rd	Camp Verde	2005	08/18/10
Wilson & Sons	2452 S. Sunset	Camp Verde	2009	08/18/10
Old World Guns LLC	99 E. Stolen Blvd	Camp Verde	2006	08/23/10
Rooster Road Mobile park	2484 Rooster Road	Camp Verde		08/31/10



TOWN OF CAMP VERDE
Agenda Action Form

Meeting Date: September 15, 2010

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: Liquor License

Agenda Title (be exact):

Discussion, consideration, and possible approval of Liquor License Application for Clear Creek Village Store located at 4483 E. Hwy 260 in Camp Verde.

Purpose and Background Information:

Staff received and posted the Liquor License Application for Clear Creek Village Store as required by law for 20 days. The Town has not received any comments or complaints regarding the application.

Recommendation (Suggested Motion):

Approve the Liquor License application for Clear Creek Village Store at 4483 E. Hwy 260, Sp.32 in Camp Verde.

Finance Review: **Budgeted** **Unbudgeted** **N/A**

Finance Director Comments/Fund: N/A

Attorney Review: **Yes** **No** **N/A**

Attorney Comments: N/A

Submitting Department: Clerk's Office

Contact Person: Deborah Barber

Action Report prepared by: S. McCormick

70 AUG 2 10 11 AM '10

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, 1987, 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:

- 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 #: 10133220

1. Type of License: \$10 2. Total fees attached: \$ 224

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. Springgs Tenni N.
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: _____
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Clear Creek Village STORE
(Exactly as it appears on the exterior of premises)
4. Principal Street Location: 4483 E Hwy 260 spc 32 Camp Verde Az 86322
(Do not use PO Box Number) City County Zip
5. Business Phone: 928-567-3879 Daytime Contact: 928-567-3879
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: 4483 E Hwy 260 spc 32 Camp Verde Az 86322
City State Zip
8. Enter the amount paid for a bar, beer and wine, or liquor store license \$ _____ (Price of License only)

DEPARTMENT USE ONLY

Fees: 100 Application 100 Interim Permit _____ Agent Change _____ Club 24 Finger Prints \$ 224 **TOTAL OF ALL FEES**

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

Accepted by: [Signature] Date: 8-2-10 Lic. # 10133220

SECTION 5 Interim Permit:

NO. 410 E. Jor. Lic. # 324

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. 10133202
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, Tina Davis, 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.

State of AZ County of Yavapai

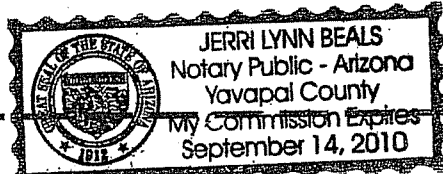
X Tina Davis
(Signature)

The foregoing instrument was acknowledged before me this

My commission expires on: 9-14-2010

31 day of July, 2010
Day Month Year

Jenni Lynn Beals
(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 \$24 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip
SPRIGGS	TERRI	N.	100%	4483 E HWY 260 # 32 Camp Verde	Az 86322

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"/>						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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#

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES
B AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

License 10133202

Issue Date: 8/21/2009

Expiration Date: 8/31/2010

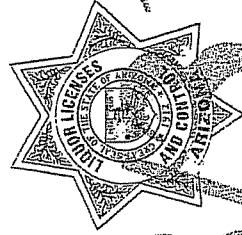
Beer & Wine Store

Issued To:
TINA HOPE DAVIS, Owner

Mailing Address:

TINA HOPE DAVIS
CLEAR CREEK VILLAGE STORE
3664 CACTUS BLOSSOM
CAMP VERDE, AZ 86322

Location:
CLEAR CREEK VILLAGE STORE
4483 E HWY 260 #32
CAMP VERDE, AZ 86322



Tina Hope Davis
TINA HOPE DAVIS, SR.
DIRECTOR

EXP 8/31/2010

POST THIS LICENSE IN A CONSPICUOUS PLACE

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 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.: _____
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: _____ State where Incorporated/Organized: _____
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No.: _____ Date authorized to do business in AZ: _____
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

(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

(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 \$24 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 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 05,07, 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. Current Mailing Address: Street _____
 (Other than business) City, State, Zip _____
7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
8. 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.

9. 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.

X _____
 (Signature of CURRENT LICENSEE)

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

_____ day of _____
 Day Month Year

My commission expires on: _____

 (Signature of NOTARY PUBLIC)

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY) Rev. 12-1-84

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. 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: 1.2 mi ft. Name of school Master Newton Sunnyside Charter
Address 30 Hwy. Old Camp Verde AZ
City, State, Zip _____

2. Distance to nearest church: 5.3 mi ft. Name of church Christian Church
Address 903 W. Finney Flat Rd. Camp Verde
City, State, Zip 928-567-0415

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

4. If the premises is leased give lessors: Name Cluck & Barnes
Address Space #33
City, State, Zip _____

4a. Monthly rental/lease rate \$ 650.00 What is the remaining length of the lease 1 yr. 0 mos.

4b. What is the penalty if the lease is not fulfilled? \$ 0 or other NONE
(give details - attach additional sheet if necessary)

5. What is the total business indebtedness for this license/location excluding the lease? \$ 15,000.00
Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
Whland	John	Carol	15,000.00	5308 W Misty Willow	Glendale	Az 85310

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Convent Store

SECTION 13 - continued

10 AUG 2 09, Lic. # 3 24

- 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 # 10133202 (exactly as it appears on license) Name TINA Hope Davis

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:

DAVIS TINA 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.

applicant's 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.

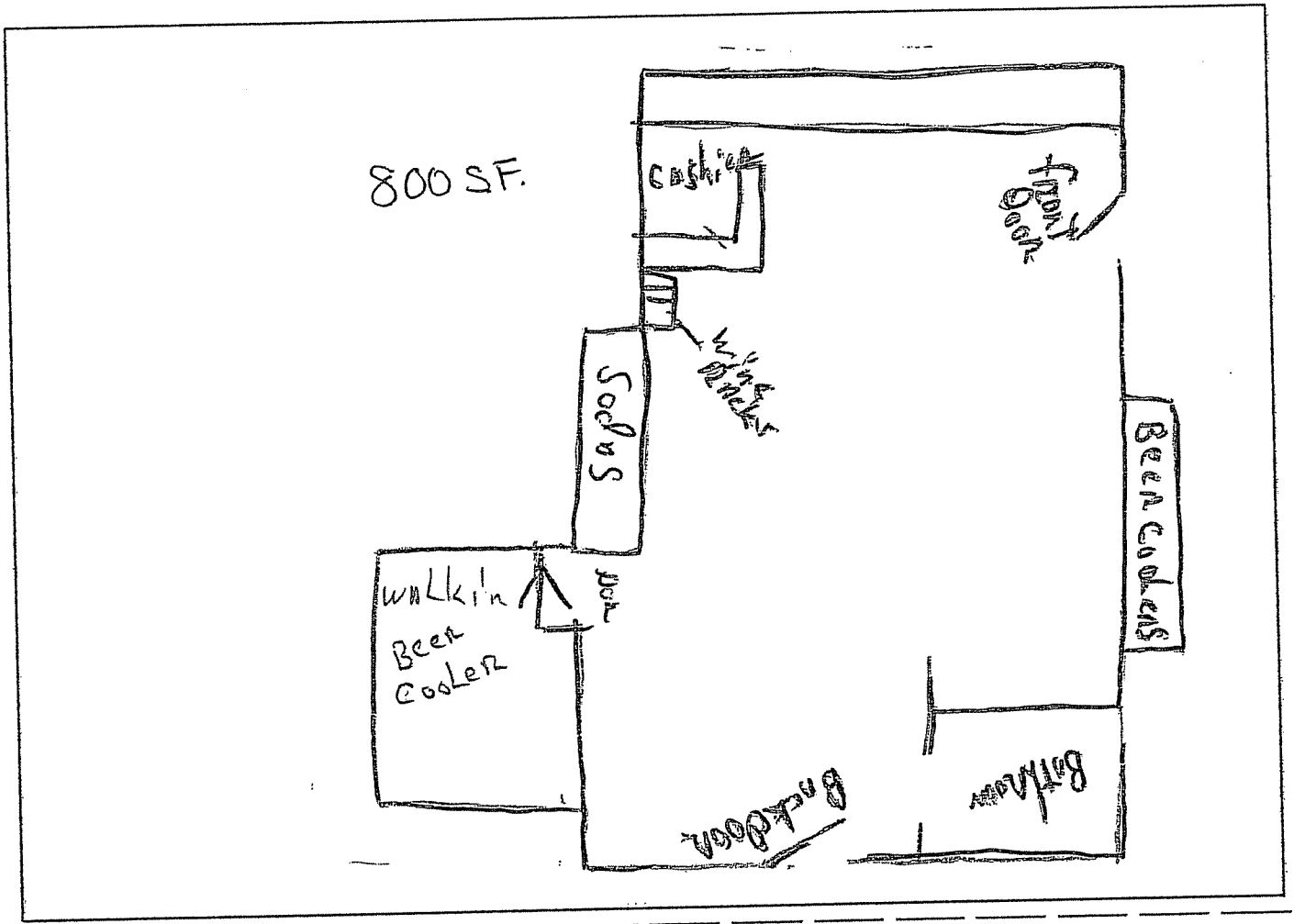
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this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

JWS
applicant's initials

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.



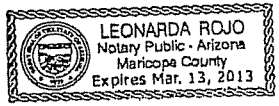
SECTION 16 Signature Block

I, Terri N. Spriggs, 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.

Terri N. Spriggs
(signature of applicant listed in Section 4, Question 1)

State of AZ County of Maricopa

The foregoing instrument was acknowledged before me this 2 of August 2010 Day of Month Year



[Signature]
signature of NOTARY PUBLIC

My commission expires on: _____ Day Month Year

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934

(602) 542-5141

QUESTIONNAIRE

01-063264

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT D.L.C. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY D.L.C. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

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

Liquor License #

10133200

(If the location is currently licensed)

1. Check appropriate box → Controlling Person (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager Agent Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: Spriggs Last Terri First N Middle Date of Birth: [REDACTED] (NOT a Public Record)

3. Social Security Number: [REDACTED] Drivers License #: [REDACTED] State: AZ (NOT a public record)

4. Place of Birth: Hingstaf City AZ State Height: 50 Weight: 130 Eyes: Blue Hair: Brn Country (not county)

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: 623-628-1804

6. Name of Current or Most Recent Spouse: Spriggs Last Richard A. First [REDACTED] Middle [REDACTED] Maiden [REDACTED] Date of Birth: [REDACTED] (NOT a public record)

7. You are a bona fide resident of what state? yes of AZ If Arizona, date of residency: Birth

8. Telephone number to contact you during business hours for any questions regarding this document. 623-628-1804 623-878-4108

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Clear Creek Village Store Premises Phone: 928-567-3879

11. Physical Location of Licensed Premises Address: 4483 E Hwy 260 sp 32 Street Address (Do not use PO Box #) Comp Verde City Yavapi County 86322 Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
1996	CURRENT	Book Keeper/owner	K.A.T.N Enterprises ACC 12322 N 78th Dr PEORIA AZ 85381

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↓

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
8/1/10	CURRENT	Rent	4483 E Hwy 260 sp 32	Comp Verde	AZ	86322
1996	7/31/10	OWN	12322 N 78th Dr	PEORIA	AZ	85381

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? YES NO
If you answered YES, how many hrs/day? _____, and **answer #14a below.** If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

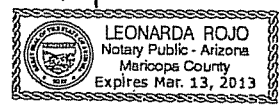
20. I, Fern N Spriggs, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

x Fern N Spriggs
(Signature of Applicant)

State of AZ County of Maricopa

The foregoing instrument was acknowledged before me this
2 day of August, 2010
Month Year

My commission expires on: _____
Day Month Year



[Signature]
(Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.
The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

x _____
Signature of Controlling Person or Agent (circle one)

_____ day of _____, _____
Month Year

Print Name

(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: September 15, 2010

Meeting Type: Regular Session

Consent Agenda Regular Business

Reference Document: Liquor License

Agenda Title (be exact):

Discussion, consideration, and possible approval of Liquor License Application for Camp Verde Feed & Country Store located at 584 S. Main Street in Camp Verde.

Purpose and Background Information:

Staff received and posted the Liquor License Application for Camp Verde Feed & Country Store as required by law for 20 days. The Town has not received any comments or complaints regarding the application.

Recommendation (Suggested Motion):

Approve the Liquor License application for Camp Verde Feed & Country Store at 584 S. Main Street in Camp Verde.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: Clerk's Office

Contact Person: Deborah Barber

Action Report prepared by: S. McCormick

10 JUL 27 Lic. Dept #01135

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:

- 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 #: 09130040

1. Type of License: 09 - Liquor Store 2. Total fees attached: \$ 272.00

Department Use Only
\$ 272.00

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: Ms. Rezzonico Phyllis Irene
Corp./Partnership/L.L.C.: C. V. Feed & Country Store Inc.
Business Name: C V Feed & Country Store
Principal Street Location: 584 South Main Street Camp Verde AZ 86322
Business Phone: (928) 567-3351 Daytime Contact: Phyllis Irene Rezzonico
Is the business located within the incorporated limits of the above city or town? YES NO
Mailing Address: 584 South Main Street Camp Verde AZ 86322
Enter the amount paid for a bar, beer and wine, or liquor store license \$ 30,000 (Price of License only)

DEPARTMENT USE ONLY
Fees: Application 100.00 Interim Permit 100.00 Agent Change Club Finger Prints \$ 72.00
TOTAL OF ALL FEES 272.00
Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO
Accepted by: [Signature] Date: 8/12/2000 Lic. # 09130040

SECTION 5 Interim Permit:

10 JUL 27 Lic. Exp. #1195

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. 09130040
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, Phyllis Irene Rezzonico, 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)

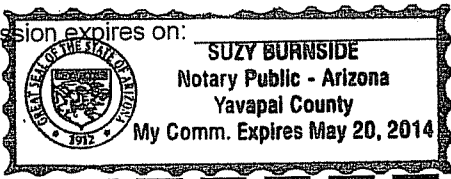
State of Arizona County of Yavapai

x Phyllis Irene Rezzonico
(Signature)

The foregoing instrument was acknowledged before me this

19th day of July, 2010
Day Month Year

My commission expires on:



Suzy Burnside
(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 \$24 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"/>						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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#

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

License 09130040

Issue Date: 5/19/1992

Expiration Date: 8/31/2011

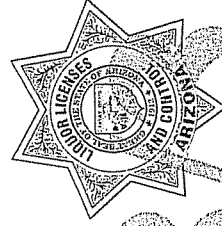
Issued To:
PHYLLIS IRENE REZZONICO, Agent
REZZONICO PHYLLIS JTWROS, Owner

Location:
COUNTRY STORE
584 S MAIN ST
CAMP VERDE, AZ 86322

Liquor Store

Mailing Address:

PHYLLIS IRENE REZZONICO
REZZONICO PHYLLIS JTWROS
COUNTRY STORE
4201 E HWY 260
CAMP VERDE, AZ 86322



EXP 8/31/2011

POST THIS LICENSE IN A CONSPICUOUS PLACE

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 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.: C. V. Feed & Country Store Inc.
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 01/03/1994 State where Incorporated/Organized: Arizona
3. AZ Corporation Commission File No.: 0709175-1 Date authorized to do business in AZ: 01/03/1994
4. AZ L.L.C. File No.: _____ Date authorized to do business in AZ: _____
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
McDonald	Phyllis	Jean	Sec/Treas Dir	P.O. Box 785, Camp Verde, AZ 86322	
McDonald	Randy	Allen	President Dir	P.O. Box 785, Camp Verde, AZ 86322	

(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
McDonald	Phyllis	Jean	100	P.O. Box 785, Camp Verde, AZ 86322	

(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 \$24 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 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).

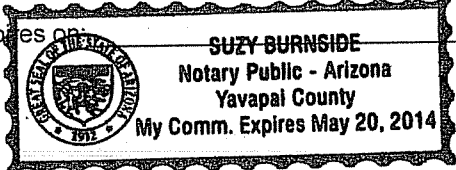
1. Current Licensee's Name: Rezzonico Phyllis I Entity: JFWROS Agent
 (Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: Phyllis Rezzonico Phyllis JFWROS
 (Exactly as it appears on license)
3. Current Business Name: Country Store
 (Exactly as it appears on license)
4. Physical Street Location of Business: Street 584 South Main Street
 City, State, Zip Camp Verde, AZ 86322
5. License Type: 09/Liquor Store License Number: 09130040
6. Current Mailing Address: Street 4201 East Highway 260
 (Other than business) City, State, Zip Camp Verde, AZ 86322
7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
8. 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.

9. I, Phyllis Irene Rezzonico, 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, Phyllis Irene Rezzonico, 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.

X Phyllis Irene Rezzonico
 (Signature of CURRENT LICENSEE)

State of Arizona County of Yavapai
 The foregoing instrument was acknowledged before me this 19th day of July 2010
 Day Month Year
Suzy Burnside
 (Signature of NOTARY PUBLIC)

My commission expires on _____


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

10 JUL 27 1994. Dept 941137

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. 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: 790 ft. Name of school Technology Learning Center
Address 462 S. Main St. Camp Verde, AZ 86322
City, State, Zip

2. Distance to nearest church: 528 ft. Name of church Calvary Chapel
Address 514 S. Main St. Camp Verde, AZ 86322
City, State, Zip

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

4. If the premises is leased give lessors: Name _____
Address _____
City, State, Zip

4a. Monthly rental/lease rate \$ _____ What is the remaining length of the lease ___ yrs. ___ mos.

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

5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0
Please list debtors below if applicable.

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)? Liquor & Country Store

SECTION 13 - continued

10 JUL 27 Lic. Dept W11137

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 # 09130040 (exactly as it appears on license) Name Phyllis I Rezzonico

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.

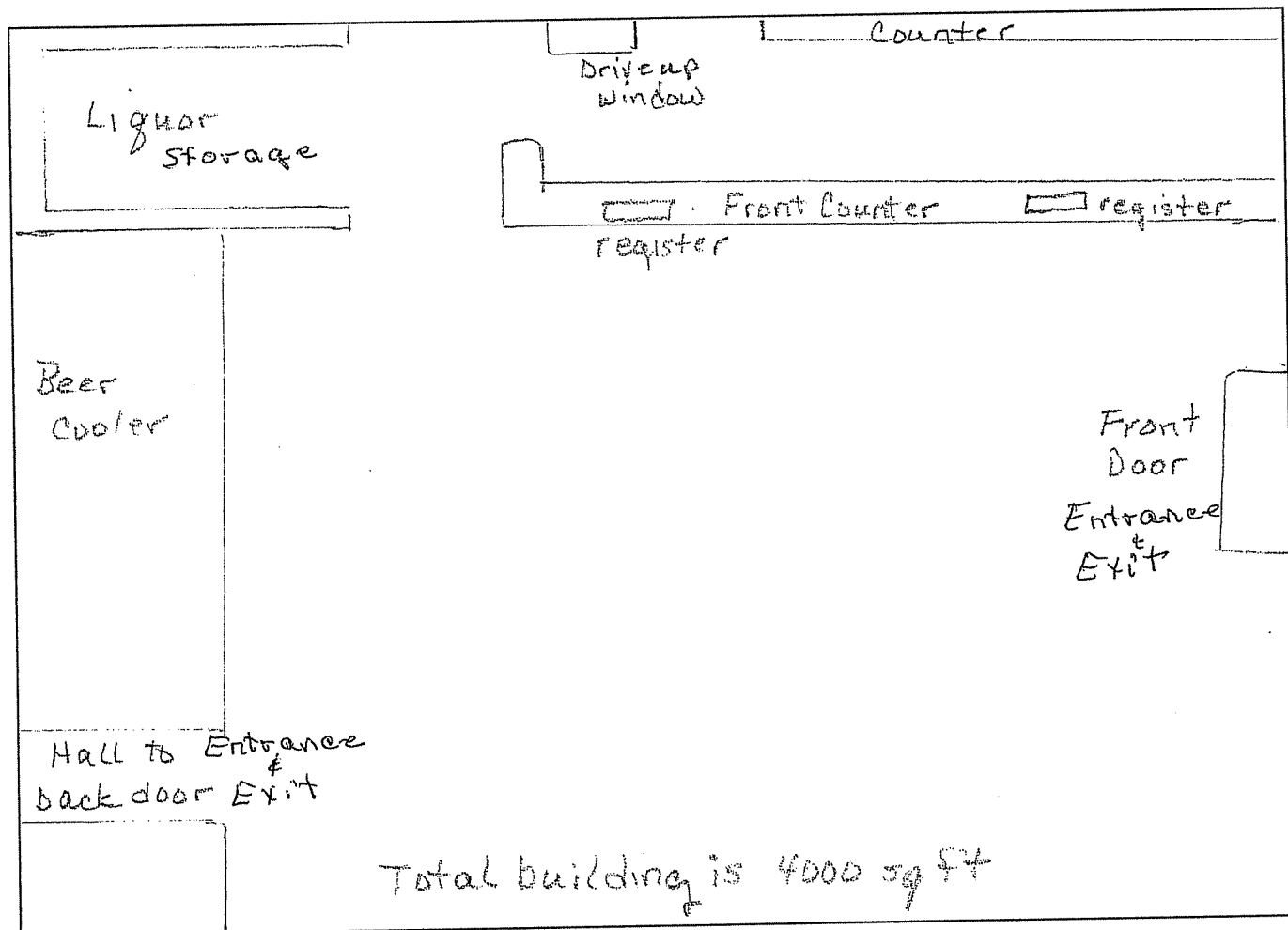
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this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

ALR
applicants initials

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

JR I, Irene
Phyllis I. Rezzonico, hereby declare that I am the OWNER/AGENT filing this

(print full name of applicant)
application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

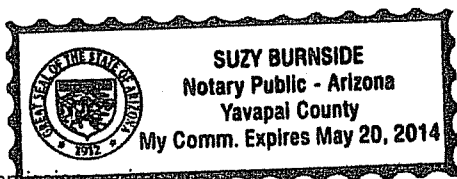
x Phyllis I. Rezzonico
(signature of applicant listed in Section 4 Question 1)

State of Arizona County of Yavapai

The foregoing instrument was acknowledged before me this

19th of July, 2010
Day Month Year

Suzy Burnside
signature of NOTARY PUBLIC



My commission expires on _____ Day Month Year

10 JUL 27 Lic. Dept #1187

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

802-547

Handwritten signature and date: AC 05/10/02

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

Liquor License #

09130040

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

(If the location is currently licensed)

1. Check appropriate box -> [] Controlling Person [X] Agent [X] Manager (Only)
(Complete Questions 1-19) (Complete All Questions except # 14, 14a & 21)
Controlling Person or Agent must complete #21 for a Manager Controlling Person or Agent must complete # 21

2. Name: Rezzonico Phyllis Irene Date of Birth [Redacted]
Last First Middle (NOT a Public Record)

3. Social Security N [Redacted] Drivers Licen [Redacted] State: Arizona
(NOT a public record) (NOT a public record)

4. Place of Birth: Prescott Arizona USA Height: 5'8" Weight: 230 Eyes: Haz Hair: Brown
City State Country (not county)

5. Marital Status [] Single [X] Married [] Divorced [] Widowed Daytime Contact Phone: (928) 567-3351

6. Name of Current or Most Recent Spouse: Rezzonico Louis Earl Date of B [Redacted]
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residence [Redacted]

8. Telephone number to contact you during business hours for any questions regarding this document. (928) 567-3351

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: C V Feed & Country Store Premises Phone: (928) 567-3351

11. Physical Location of Licensed Premises Address: 584 South Main Street Camp Verde y Avapai AZ 86322
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip). Row 1: 05/1992, CURRENT, Manager, C. V. Feed & Country Store Inc. 1525 Quarter Horse Lane, Camp Verde, AZ 86323

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION 13

13. Indicate your residence address for the last five (5) years:

Table with 7 columns: FROM Month/Year, TO Month/Year, Rent or Own, RESIDENCE Street Address, City, State, Zip. Row 1: 9/83, CURRENT, rent, 4201 East Highway 260, Camp Verde, AZ, 86322

If you checked the Manager box on the front of this form skip to # 15

- 14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? 8/day, and answer #14a below. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on
an existing license. YES NO
- 15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or
ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years
(include only traffic violations that were alcohol and/or drug related)? YES NO
- 16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments
or summonses PENDING against you or ANY entity in which you are now involved? YES NO
- 17. Have you or any entity in which you have held ownership, been an officer, member, director or manager
EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended
or fined in this or any other state? YES NO
- 18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or
misrepresentation? YES NO
- 19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member,
director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

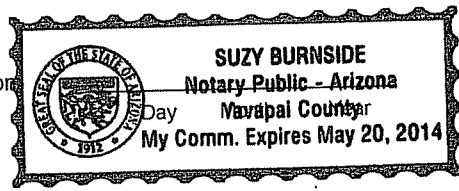
20. I, Phyllis Irene Rezzonico, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

x Phyllis Irene Rezzonico
(Signature of Applicant)

State of Arizona County of Yavapai

The foregoing instrument was acknowledged before me this
19th day of July, 2010
Month Year

Suzy Burnside
(Signature of NOTARY PUBLIC)



My commission expires on _____

**COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT
APPROVING A MANAGER'S APPLICATION**

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.
The manager named must be at least 21 years of age.

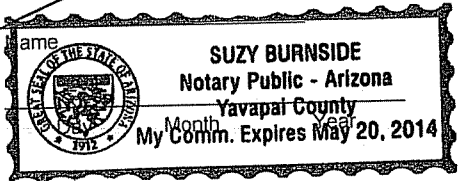
State of Arizona County of Yavapai

The foregoing instrument was acknowledged before me this
19th day of July, 2010
Month Year

x Phyllis Irene Rezzonico
Signature of Controlling Person or Agent (circle one)

Phyllis Irene Rezzonico

Suzy Burnside
(Signature of NOTARY PUBLIC)



Print Name
My commission expires on _____

10 JUL 27 Lic. Dept 911137



ARIZONA STATEMENT OF CITIZENSHIP AND ALIEN STATUS FOR STATE PUBLIC BENEFITS Professional License and Commercial License Department of Liquor Licenses and Control

Liquor License #: 09130040

Ownership Name: CV Feed & Country Store, Inc Phyllis Irene Rezzonico, Agent (as listed on the current liquor license application or renewal application)

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrants, and certain aliens paroled into the United States are eligible to receive state or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 1-501 requires, in general, that a person applying for a license must submit documentation to the licensing agency that satisfactorily demonstrates that the applicant is lawfully present in the United States.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III. Submit this completed form and copy of one or more documents that evidence your citizenship or alien status with your application for license or renewal.

SECTION I - APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) Phyllis Irene Rezzonico DATE 06/12/2010 9-12-10 TYPE OF APPLICATION (check one) [X] INITIAL APPLICATION [] RENEWAL TYPE OF LICENSE Liquor Store - Series 9

SECTION II - CITIZENSHIP OR NATIONAL STATUS DECLARATION

Directions: Attach a legible copy of the front, and the back (if any), of a document from the attached List A or other document that demonstrates U.S. citizenship or nationality. Name of document provided: Birth Certificate

- A. Are you a citizen or national of the United States? (check one) [X] Yes [] No
B. If the answer is "Yes," where were you born? List city, state (or equivalent), and country.
City Prescott State (or equivalent) Arizona Country or Territory USA

If you are a citizen or national of the United States, go to Section IV. If you are not a citizen or national of the United States, please complete Sections III and IV.

SECTION III — ALIEN STATUS DECLARATION

Directions: To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of the front, and the back (if any), of a document from the attached List B or other document that evidences your status. A.R.S. § 1-501. Name of document provided:

“Qualified Alien” Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA).
- 2. An alien who is granted asylum under Section 208 of the INA.
- 3. A refugee admitted to the United States under Section 207 of the INA
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- 7. An alien who is a Cuban and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980).
- 8. An alien who is, or whose child or child’s parent is a “battered alien” or an alien subjected to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C. § 1101 et seq.] Nonimmigrants are persons who have temporary status for a specific purpose. See 8 U.S.C. § 1101(a)(15).

Alien Paroled into the United States For Less Than One Year (8 U.S.C. § 1621(a)(3))

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C. § 1621(c)(2)(A) and (C))

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];
- 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present (A.R.S. § 1-501)

- 14. A person not described in categories 1–13 who is otherwise lawfully present in the United States. PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

10 JUL 27 Lic. Dept AM1137

SECTION IV — DECLARATION

All applicants must complete this section. I declare under penalty of perjury under the laws of the state of Arizona that the answers I have given are true and correct to the best of my knowledge.

Phyllis Rene Penzance
APPLICANT'S SIGNATURE

07/12/2010

TODAY'S DATE

10 JUL 27 Lic. Dept AM1137

802-5471
AC 02/14/15

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934

(602) 542-5141

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLIC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLIC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

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

Liquor License #

09130040

(If the location is currently licensed)

1. Check appropriate box -> Controlling Person (Complete Questions 1-19) Agent Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete #21 for a Manager

2. Name: McDonald Phyllis Jean Date of Birth [Redacted] Last First Middle (NOT a Public Record)

3. Social Security Number [Redacted] Drivers License [Redacted] State: Arizona (NOT a public record)

4. Place of Birth: Dewar Oklahoma USA Height: 5'2" Weight: 165 Eyes: Brown Hair: Grey City State Country (not county)

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: (928) 567-3793

6. Name of Current or Most Recent Spouse: McDonald Clarence Allen Date of Birth [Redacted] Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 1935

8. Telephone number to contact you during business hours for any questions regarding this document. (928) 567-3793

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: C V Feed & Country Store Premises Phone: (928) 567-3351

11. Physical Location of Licensed Premises Address: 584 South Main Street Camp Verde YAVAPAI AZ 86322 Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
5/2000	CURRENT	Retired	34 Margie Lane - Camp Verde, AZ 86322

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address	City	State	Zip
6/1958	CURRENT	OWN	34 East Margie Lane	Camp Verde	AZ	86322

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? _____, and **answer #14a below**. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" **YOU MUST** attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

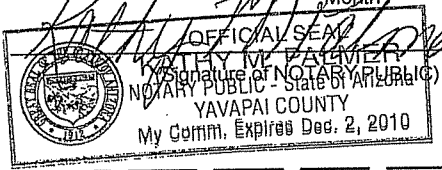
20. I, Phyllis Jean McDonald, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

x Phyllis Jean McDonald
(Signature of Applicant)

State of Arizona County of Yavapai

The foregoing instrument was acknowledged before me this 23 day of June, 2010
Month Year

My commission expires on: 12 2 10
Day Month Year



COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.
The manager named must be at least 21 years of age.

State of Arizona County of Yavapai

The foregoing instrument was acknowledged before me this 23 day of June, 2010
Month Year

x Phyllis Jean McDonald
(Signature of Controlling Person or Agent (circle one))

Phyllis Jean McDonald
Print Name

My commission expires on: 12 2 10
Day Month Year

Kathy M. Palmer
(Signature of NOTARY PUBLIC)



802-547

10 JUL 27 11:37 AM Dept 941137

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

QUESTIONNAIRE

Handwritten signature and initials: AC 06332

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLIC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLIC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

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

Liquor License #

09130040

(If the location is currently licensed)

1. Check appropriate box - [X] Controlling Person (Complete Questions 1-19) [] Agent (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete #21 for a Manager

2. Name: McDonald Randy Allen Date of Birth [Redacted] (NOT a Public Record)

3. Social Security Num [Redacted] Drivers License [Redacted] State: Arizona (NOT a public record)

4. Place of Birth: Prescott Arizona USA Height: 5'9" Weight: 220 Eyes: Brown Hair: Grey

5. Marital Status [] Single [X] Married [] Divorced [] Widowed Daytime Contact Phone: (928) 567-3539

6. Name of Current or Most Recent Spouse: McDonald Debra Ann Bird Date of Birth [Redacted] (NOT a public record)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residence [Redacted]

8 Telephone number to contact you during business hours for any questions regarding this document. (928) 567-3539

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: C V Feed & Country Store Premises Phone: (928) 567-3351

11. Physical Location of Licensed Premises Address: 584 South Main Street Camp Verde YAVAPAI AZ 86322

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip). Includes entries for President and Secretary/Treasurer at McDonald Bros. Construction, Inc.

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

Table with 7 columns: FROM Month/Year, TO Month/Year, Rent or Own, RESIDENCE Street Address, City, State, Zip. Includes entry for 1363 South Cheyenne Lane, Camp Verde, AZ 86322.

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
 If you answered YES, how many hrs/day? _____, and **answer #14a below**. If NO, skip to #15. YES NO

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO

15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
 Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

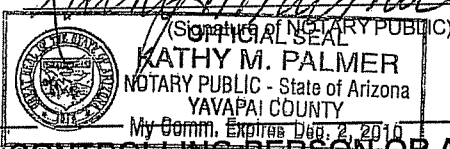
20. I, Randy Allen McDonald, hereby declare that I am the APPLICANT/REPRESENTATIVE
 (print full name of Applicant)
 filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

x Randy McDonald
 (Signature of Applicant)

State of Arizona County of Yavapai

The foregoing instrument was acknowledged before me this
23 day of June, 2010
 Month Year

My commission expires on: 12 2 10
 Day Month Year



COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.
 The manager named must be at least 21 years of age.

State of Arizona County of Yavapai

x Randy McDonald
 Signature of Controlling Person or Agent (circle one)

The foregoing instrument was acknowledged before me this
23 day of June, 2010
 Month Year

Randy Allen McDonald
 Print Name

Kathy M. Palmer
 (Signature of NOTARY PUBLIC)

My commission expires on: 12 2 10
 Day Month Year





**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: September 15, 2010

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: Tyler Technologies Agreement

Agenda Title (be exact): Discussion, consideration, and possible authorization for the Mayor to execute the agreement with Tyler Technologies to purchase the INCODE software system.

Purpose and Background Information:

For the past few years, staff has been researching and reviewing software systems with which to 1) enhance productivity and records management, 2) provide better customer service, and 3) replace the failing accounting software currently in use.

After narrowing down the various systems, presentations were made by two software vendors to Town staff. After the presentations were made, staff was asked for their comments and recommendations. The majority of the group chose the INCODE software system from Tyler Technologies. This system provides a wide array of functionality that will enhance productivity, records management and customer service. In addition to the financial components of the software, there are modules for building permit tracking and calculation as well as business licenses, records management, and human resources. The financial system will allow for a great deal of functionality for all of the Town departments. Data conversion, implementation, and training are also included.

While this is a project that has been pursued for over two years, it has been delayed due to the computer infrastructure upgrades needed to support the software system. With the improvements made by the Town, through the assistance of Four-D, LLC and Town staff, the system is now at a point where it can support the software package properly.

Staff is proposing to finance the purchase of the software system for a period of five years. The estimated annual payment amount and annual maintenance fees estimated at \$68,199 are included in the FY2010-2011 Budget in the Capital Improvement Projects (CIP) Fund. The total amount of the agreement is estimated at \$200,324. This amount includes the purchase price of the software, plus estimated travel expenses and the optional data disaster recovery system. Based on this estimated total, the annual payment for the amount financed is estimated to be \$46,232.28 for a five year term, \$55,968.96 for a four year term, or \$72,325.20 for a three year term. Annual maintenance fees of \$21,608 are not due until 90 days AFTER the system "goes live". Due to the estimated timeline, the annual maintenance fees are not projected to be due until FY2011-2012. The annual maintenance fees are in addition to the payments on the amount financed. The optional data disaster recovery system will be evaluated by the Town's Information Technology Consultants (Four-D, LLC) to determine if this option is necessary or if the Town's system can adequately provide this service. Once the project is complete, a review of actual costs incurred will be done to recalculate the actual amount financed and payment amounts.

Recommendation (Suggested Motion):

Authorization for the Mayor to execute the agreement with Tyler Technologies to purchase the INCODE software system.

Finance Review: **Budgeted** **Unbudgeted** **N/A**

Finance Director Comments/Fund:

Attorney Review: **Yes** **No** **N/A**

Attorney Comments:

Submitting Department: Finance Department

Contact Person: Lisa Elliott, Senior Accountant

Action Report Prepared By: Lisa Elliott, Senior Accountant

System Agreement Between

Tyler Technologies, Inc.

5519 - 53rd Street
Lubbock, Texas 79414
(800) 646-2633
(806) 797-4849 Fax

AND

Town of Camp Verde

473 S Main St
Camp Verde, AZ 86322
Phone: 928-567-6631 x109
Fax:

tyler
TECHNOLOGIES

tyler
TECHNOLOGIES

AGREEMENT

This agreement is entered into by and between Tyler Technologies, Inc., hereinafter referred to as COMPANY, located at 5519 - 53rd Street, Lubbock, Texas 79414; and Town of Camp Verde, hereinafter referred to as CLIENT on, _____, 2010.

COMPANY and CLIENT agree as follows:

1. COMPANY shall furnish the products and services as described in this Agreement, and CLIENT shall pay the prices set forth in this Agreement.
2. This Agreement consists of this Cover and the following Attachments and Exhibits:
Section A Investment Summary (A-E)
Section B COMPANY Agreement Terms and Conditions
Section C Data Conversion Process Document
Section D Application Availability Services Agreement
3. The License Fees set forth in the Investment Summary are based on defined category levels. Placement within a category is based on the size of the organization serviced and measured by such factors as operating budget, number of employees, number of utility accounts, number of sworn officers, population of the entity, etc.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Agreement hereto executed this Agreement effective as of the date last set forth below.

Client: Town of Camp Verde

By: _____
Signature
Printed Name
Title
Date
Sales Tax Certificate Number

Tyler Technologies, Inc.:

By: _____
Signature
Printed Name
Title
8/30/10
Issue Date



Customer Name: Thomas of Camp Verde
 Contact: Lisa Egan
 Date: August 28, 2018
 Subarea: Craig Green

Investment Summary

Prepared By:	Thomas of Camp Verde	Contract ID #:	2018-0009
Contract Person:	Lisa Egan	Issue Date:	8/28/18
Address:	423 Main St Camp Verde, AZ 86302	Subarea:	C.D. Green
Phone:	928-597-6831 x109		
Fax:		Tax Exempt:	Yes/No
Email:	lisa.egan@tylertech.com		

Product Service & Equipment	On Estimate	On Delivery	As Verified	As Progress Occurs	Total	Balance
Total Applications Software						
License Fees	16,574.25	30,778.25	0,344.00		73,378.00	17,222.00
License Support/ Engineer Discount					(7,381.00)	
Tyler Control Manager	9,261.25	1,227.00	1,800.75		16,545.00	3,138.00
Tyler Control Manager Standard (TCM STD) Cost					(2,500.00)	
Total Professional Services					50,225.00	50,225.00
On-Site Services					0.00	0.00
Final Acceptance					5,000.00	5,000.00
Project Management					22,781.00	22,781.00
Data Conversion & Migration						750.00
INVOICE Control Center						
Totals:	19,835.50	47,005.25	11,791.50	94,016.00	172,508.00	21,608.00

Please Note: Total charges will be billed as incurred.

	Annual Fee
Total Annual Services	4,000
Data Disaster Recovery Services	
*Please note the fees listed herein are annual fees.	
Totals:	4,000



Customer Name
Contact:
Date:
Salesperson:

Town of Camp Verde
Line Item:
August 16, 2018
City of Dade

Software Licenses and Professional Services

Application Software	QTY	License Fee	Disc. %	Total License Fee	Contractor	Estimated Hours	Estimated Services	Total Cost	Amount Maintained
INCODE Financial Applications									
Core Financials	1	12,973	10%	11,676	12,020	60	10,000	23,704	2,054
(Detailed Ledger, Budget Prep, Bank Reconc, JE Import, Deposits, Accounts Payable)									
GASB HSDE Module with Adjustments and Reporting	1	7,892	10%	6,853		20	2,500	9,153	1,840
- 21 Combining Statements for CAFR									
Positive Pay	1	2,093	10%	1,859		1	125	1,955	447
Purchasing	1	5,236	10%	4,712	750	20	2,500	7,212	1,162
Fixed Assets	1	1,540	10%	1,288		16	2,000	4,135	339
Project Accounting	1	4,312	10%	3,881		16	2,000	5,881	949
						12	1,500	1,500	
Financial Consulting Services									
INCODE Personnel Management Systems									
Personnel Management	1	8,923	10%	8,031	6,500	100	12,500	27,031	1,963
- Payroll & Human Resources									
- FMLA Leave Tracking									
- Benefits Administration									
- Position Control / Budgeting									
- Applicant Tracking									
- Distributed Time Sheet Entry									
Personnel Management Consulting Services									
INCODE Customer Relationship Management Apps									
Control Cash Collection	1	4,212	10%	3,881	3,513	0	1,000	4,881	840
Building Projects	1	5,544	10%	4,990		44	5,500	14,003	1,220
Business License	1	3,000	10%	2,772		24	3,000	5,772	670
INCODE Mapping	1	3,080	10%	2,772		0	1,000	3,772	670
INCODE Printing and Reporting Solutions									
Report Writer	1	1,200	10%	1,080		16	2,000	3,080	264
(One On Page, subreports to reports table)									
Forms Overlay	1	900	10%	810		N/A	N/A	810	199
(4 Overlay for Business, 3 Overlay for CRM, 1 Local)									
Secure Signatures (includes 2 signatures)	1	900	10%	810		N/A	N/A	810	199
INCODE Content Management									
Tyler Content Manager LE	1	6,000	10%	5,400		24	3,000	8,400	1,500
- Content Manager for INCODE Applications									
INCODE Professional Services									
Network Support							600	600	600
Project Management							5,000	5,000	
Final Implementation							0,000	0,000	
System Software									
System Software	1	2,555		2,555			N/A	2,555	641

INCODE Subtotal	70,813	63,732	22,791	413	62,223	138,740		16,681
Project Management					5,000	5,000		5,000
Final Implementation					0,000	0,000		0,000
INCODE System Software Subtotal	2,555	2,555				2,555		641
Total	73,370	66,287	22,791	413	67,223	154,213		17,222

Account

3

Tyler Content Manager

Description	QTY	Purchase Price	Estimated Hours	Estimated Services	Annual Maintenance
tyler Content Manager Base License Fee					
Base License Fee	1	6,000			1,500
User and Retrieval Licenses					
Full Use Licenses (Concurrent License)	2	2,600			650
<i>Allows access to all aspects of Java Program interface subject to site security policies</i>					
Retrieval Licenses (Concurrent License)	2	1,600			400
<i>Allows for document search and view through standard Java application interface</i>					
Tylerweb License	1	4,000			1,000
<i>Allows for Internet or Intranet searching. View index and document images and related documents via Web browser (requires base license).</i>					
Document Capture License Fees					
Scan Station License Fee	1	345			86
<i>Supports any scanner with TWAIN driver. Includes Basic-OCR (full text search and copy/paste)</i>					
Professional Services					
Project Management			8	1,000	
<i>Management of installation, training and client communication</i>					
Software Configuration and Training			40	5,000	
<i>Software installation and configuration</i>					
<i>Training consists but is not limited to:</i>					
<i>Document Type Configuration Training</i>					
<i>Index Processing Training</i>					
<i>Scanning</i>					
<i>Work Flow</i>					
<i>Configuration Training</i>					
<i>Process Training</i>					
<i>Administrator Training</i>					
Total		14,545	48	6,000	3,636

Conversion Breakdown

Application Software	Conversion Programming Fee	Estimated Hours	Estimated Services
General Ledger			
Chart of Accounts	1,200		
Budgets	908	4	500
Detail History	2,500		
- Each additional year of detail	1,210		
Accounts Payable			
Vendor File	2,000		
Detail History	2,500		
- Each additional year of detail	1,210		
Payroll			
Master File, History, YTD Balances	3,500	24	3,000
Fixed Assets			
Master File	750		
Building Permits	1,513	16	2,000
Conversion Total	17,291	44	5,500

Student Center

Service	Annual Fee
Tyler Student Center System	750
INCODE Student Center <ul style="list-style-type: none"> - Open for ALL Employees during subscription period - Unlimited Access to Live Webinars and Archived Webinars - Unlimited Access to Self Study Courses - Available 24/7 - Continuing Professional Education Credit with NASBA Standards - Live Webinars conducted monthly with and estimated 60 webinars annually - Over 45 Online Self Study Courses - General business knowledge and Microsoft Office software based courses - Courses cover a variety of topics that span the entire suite of INCODE applications <ul style="list-style-type: none"> o Financials o Payroll o Human Resources o Utility Billing o CRM - New Webinars and Self Study Courses added throughout the year 	750

Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be addressed to the National Registry of CPE Sponsors, 150 Fourth Avenue North, Suite 700, Nashville, TN, 37219-2417. Web site: www.nasba.org

Total	750
--------------	------------

Data Disaster Recovery

Service	QTY	Annual Fee
Data Disaster Recovery Services	1	4,000

How we help you prepare for a disaster:

- INCODE Data sent to our DRS facility via FTP every 24 hours
- Data integrity check to make sure your data is collected properly
- Emergency response within 2 business hours
- We will help you establish an ASP connection during disaster times
- We will assist you in restoring data from DRS facility to file server

How we help you with your local removable-media backups:

- General backup/restore assistance in non-disaster circumstances
- Monthly offsite backup tape storage (optional)
- Monthly backup status reports
- Daily backup monitoring for NTBackup users

Notes:

Entity must perform backup procedures and tape rotation as established in INCODE's recommended backup procedures documentation.
 Remote access to file server provided through RDP, PCAnywhere or VNC
 INCODE requires Client to have high-speed Internet access (DSL, T1, Cable) to file server

Entity must utilize the following:

Backup Software: Arcserve, Backup Exec, or NT Backup (Preferred)
 Only those Entity's who use Microsoft's NTBackup are eligible for daily backup monitoring
 Supported Backup Hardware: DDS3 12/24GB DAT, DDS4 20/40GB DAT, DDS5 35/70GB DAT or LTO 200/400GB Drives
 Entity sends tapes monthly to INCODE for off-site rotation (Optional).

Non-Participation

- \$125 for assistance in troubleshooting non-disaster backup/restore situation
- \$500 for non-ASP related data recovery assistance in disaster situations.
- One time fee: \$10,000 + \$500/day for Level 1 ASP service in disaster situations

COMPANY AGREEMENT TERMS AND CONDITIONS

General Payment Terms

1. CLIENT will pay to COMPANY an initial deposit upon execution of this Agreement that equals 25% of the total amount as specified in this Agreement, not including Annual Software Maintenance, Third Party Software Maintenance, and/or Hardware Maintenance fees;
2. CLIENT will pay a second installment to COMPANY upon delivery of the software products that equals 60% of the Application Software License Fees and 75% of the System Software License Fees.
3. Based on CLIENT's preference, the remaining 15% balance of the total amount specified in this Agreement for all products and License fees shall be paid after (a) COMPANY's verification of the software products, (b) CLIENT's completion of its own validation process, or (c) CLIENT's live processing. In no case, shall this period exceed thirty (30) days from live processing or one hundred-eighty (180) days from installation of the software.
4. Services shall be billed as delivered plus expenses and are due and payable net 30 days.

Software License Agreement

1) Software Product License.

- a) Upon CLIENT's payment for the software products license fees set forth in the Investment Summary of this Agreement, COMPANY shall grant to CLIENT and CLIENT shall accept from COMPANY a non-exclusive, nontransferable, nonassignable license to use the software products and accompanying documentation for internal business purposes of CLIENT, subject to the conditions and limitations in this Software License Agreement.
- b) Ownership of the software products, accompanying documentation and related materials, and any modifications and enhancements to such software products and any related interfaces shall remain with COMPANY.
- c) The software products are not licensed to perform functions or processing for subdivisions or entities that were not

considered by COMPANY at the time COMPANY issued this Agreement.

d) The right to transfer this license to a replacement hardware system is included in this Software License Agreement. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to CLIENT. Advance written notice of any such transfer shall be provided to COMPANY.

e) CLIENT agrees that the software products, any modifications and enhancements and any related interfaces are proprietary to COMPANY and have been developed as a trade secret at COMPANY's expense. To the extent permitted by law, CLIENT agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party (other than COMPANY and persons or entities under the control of COMPANY) of any or all of the software products or accompanying documentation.

f) If CLIENT has made modifications to the software products, COMPANY will not support or correct errors in the modified software products, unless modifications were specifically authorized in writing by COMPANY.

g) CLIENT may make copies of the software products for archive purposes only. CLIENT will repeat any proprietary notice on the copy of the software products. The documentation accompanying the software products may not be copied except for internal use.

h) The term of the license granted by this Section shall be perpetual.

i) COMPANY maintains an escrow agreement with an Escrow Services Company under which COMPANY places the source code of each major release. At CLIENT's request, COMPANY will add CLIENT as a beneficiary on its escrow account. CLIENT will be invoiced the annual beneficiary fee by COMPANY and is solely responsible for maintaining its status as a beneficiary.

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2) License Fees.

- a) CLIENT agrees to pay COMPANY, and COMPANY agrees to accept from CLIENT as payment in full for the license herein, the total sum of the COMPANY license fees set forth in the Investment Summary.
- b) The license fees listed in the Investment Summary do not include any tax or other governmental impositions including, without limitation, sales, use or excise tax. All applicable sales tax, use tax or excise tax shall be paid by CLIENT and shall be paid over to the proper authorities by CLIENT or reimbursed by CLIENT to COMPANY on demand in the event that COMPANY is responsible or demand is made on COMPANY for the payment thereof. If tax-exempt, CLIENT must provide COMPANY with CLIENT's tax-exempt number or form.
- c) In the event of any disputed invoice, CLIENT shall provide written notice of such disputed invoice to Attention: COMPANY Controller at the address listed on the cover of this Agreement. Such written notice shall be provided to COMPANY within fifteen (15) days following CLIENT's receipt of the disputed invoice. An additional fifteen (15) days is allowed for the CLIENT to provide written clarification and details for the disputed invoice. COMPANY shall provide a written response to CLIENT that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by COMPANY and CLIENT to resolve any issues presented in CLIENT's notification to COMPANY. CLIENT may withhold payment of only the amount actually in dispute until COMPANY provides the required written response, and full payment shall be remitted to COMPANY upon COMPANY's completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if COMPANY is unable to complete all material action steps required to remedy the disputed matter because CLIENT has not completed the material action steps required of them under this

Software License Agreement, CLIENT shall remit full payment of the invoice.

- d) Any invoice not disputed as described above shall be deemed accepted by the CLIENT. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, COMPANY reserves the right to suspend delivery of all services under the Investment Summary, this Software License Agreement, the Professional Services Agreement, the Maintenance Agreement and, if applicable, the Third Party Product Agreement.

3) Verification of the Software Products.

- a) At the CLIENT's request, within thirty (30) days after the software products have been installed on CLIENT's system, COMPANY will test the software products in accordance with COMPANY's standard verification test procedure. Demonstration shall constitute CLIENT's verification that the software products substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. Upon such verification, CLIENT shall pay the remaining balance in accordance with the payment terms listed in Section General Payment Terms or amended in any attached addendum.
- b) At its option, CLIENT may perform CLIENT's own defined internal validation process to test the software to substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. Such validation test shall constitute CLIENT's verification. Upon such validation, CLIENT shall pay the remaining balance in accordance with the payment terms listed in Section General Payment Terms or amended in any attached addendum.
- c) Notwithstanding anything contrary herein, CLIENT's use of the software products for its intended purpose, shall

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constitute CLIENT's verification of the software products, without exception and for all purposes.

d) Verification or validation, by CLIENT, that the software products substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT shall be final and conclusive except for latent defect, fraud, and such mistakes that amount to fraud and the operation of any provision of this Agreement which specifically survives verification. In the event said verification becomes other than final, or becomes inconclusive, pursuant to this paragraph, CLIENT's sole right and remedy against COMPANY shall be to require COMPANY to correct the cause thereof.

e) COMPANY shall correct any functions of the software products which failed the standard verification testing or failed to comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. If CLIENT has made modifications to the software programs, COMPANY will not make such corrections, unless such modifications were specifically authorized in writing by COMPANY.

4) Schedule of Verification. COMPANY will install the software products and cause the same to be verified within sixty (60) days after CLIENT makes available to COMPANY the equipment into which the software product is to be loaded. COMPANY shall exercise reasonable efforts to cause the software products to be verified according to the schedule set forth in this paragraph, but COMPANY shall not be liable for failure to meet said schedule if, and to the extent, said failure is due to causes beyond the reasonable control and without the fault of COMPANY.

5) Limited Warranty. COMPANY warrants that the then current, unmodified

version of the COMPANY Software Products will substantially conform to the then current version of its published current specifications. COMPANY represents and warrants that it owns the Software Products and that the use of such Software Products by CLIENT does not infringe the rights of any third parties. If the Software Products do not perform as warranted, COMPANY's obligation will be to use reasonable efforts, consistent with industry standards, to cure the defect. Should COMPANY be unable to cure the defect or provide a TYLER replacement product, CLIENT shall be entitled to a refund for the license fee paid for application. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXCEPT AS SET FORTH IN SECTION 6 IMMEDIATELY BELOW. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR VERBAL, STATUTORY OR OTHERWISE, AND WHETHER ARISING UNDER THIS AGREEMENT OR OTHERWISE ARE HEREBY EXCLUDED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6) Limitation of Liability.

a) In the event that the software products are determined to infringe upon any existing United States patent copyright or trademark rights held by any other person or entity, COMPANY shall defend and hold harmless CLIENT and its officers, agents and employees from any claim or proceedings brought against CLIENT and from any cost damages and expenses finally awarded against CLIENT which arise as a result of any claim that is based on an assertion that CLIENT's use of the software products under this Software License Agreement constitutes an infringement of any United States patent, copyright or trademark provided that CLIENT notifies COMPANY promptly of any such claim or proceeding

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and gives COMPANY full and complete authority, information and assistance to defend such claim or proceeding and further provided that COMPANY shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement provided that COMPANY shall consult with CLIENT regarding such defense. In the event that the software products are finally held to be infringing and its use by CLIENT is enjoined, COMPANY shall, at its election; (1) procure for CLIENT the right to continue use of the software products; (2) modify or replace the software products so that it becomes non-infringing; or (3) if procurement of the right to use or modification or replacement cannot be completed by COMPANY, terminate the license for the infringing software product, and upon termination, refund the license fees paid for the infringing software product as depreciated on a straight-line basis over a period of seven (7) years with such depreciation to commence on the execution of this Agreement. COMPANY shall have no liability hereunder if CLIENT modified the software products in any manner without the prior written consent of COMPANY and such modification is determined by a court of competent jurisdiction to be a contributing cause of the infringement or if the infringement would have been avoided by CLIENT's use of the most current revision of the software products, provided that COMPANY has made such revised software products available to CLIENT and advised CLIENT of the need to use such software products. The foregoing states COMPANY's entire liability and CLIENT's exclusive remedy with respect to any claims of infringement of any copyright, patent, trademark, or any property interest rights by the software products, any part thereof, or use thereof.

b) THE RIGHTS AND REMEDIES SET FORTH IN THIS SOFTWARE LICENSE AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS AND REMEDIES OR WARRANTIES

EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND SYSTEM INTEGRATION.

c) In no event shall COMPANY be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the software products. COMPANY shall indemnify CLIENT for any damages with respect to claims by the third parties that the software products infringe the rights of such third parties. COMPANY's liability for damages arising out of this Software License Agreement, whether based on a theory of contract, indemnity or tort, including negligence and strict liability shall be limited to the COMPANY license fees identified in the Investment Summary. The license fees set forth in the Investment Summary reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Software License Agreement.

7) Dispute Resolution. In the event of a dispute between the parties under this Software License Agreement pertaining to pecuniary damages or losses, the matter shall be settled by arbitration in accordance with the then prevailing rules of the American Arbitration Association.

8) No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of COMPANY and CLIENT. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

9) Governing Law. This Software License Agreement shall be governed by and construed in accordance with the laws of CLIENT's state of domicile.

10) Entire Agreement.

a) This Software License Agreement, including the functional description of the

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software products found in COMPANY's written proposal to CLIENT, represents the entire agreement of CLIENT and COMPANY with respect to the software products and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. CLIENT hereby acknowledges that in entering into this Agreement it did not rely on any representations or warranties other than those explicitly set forth in this Software License Agreement and the functional description of the software products found in COMPANY's written proposal to CLIENT.

b) If any term or provision of this Software License Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Software License Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Software License Agreement shall be valid and enforced to the fullest extent permitted by law.

c) This Software License Agreement may only be amended, modified or changed by written instrument signed by both parties.

d) CLIENT should return an executed copy of this Agreement to COMPANY. If the Agreement is not returned to COMPANY within 90 days from the issue date, then such Agreement is subject to be voided and prices are subject to change.

11) Cancellation or Termination. In the event of cancellation or termination of this Software License Agreement, CLIENT will make payment to COMPANY for all software products, services and expenses delivered or incurred prior to the termination or cancellation of this Software License Agreement. CLIENT reserves the right to cancel the whole or part of this Agreement due to failure by COMPANY to perform under this Agreement. However, in the event that this Agreement is terminated, for any reason, the CLIENT shall pay

COMPANY in full for all services already rendered, exclusive of any markup for profit or expected compensation following such termination, and all future obligations under this Agreement shall cease. This Agreement is subject to termination pursuant to A.R.S. 38-511. Either party for any reason may cancel this contract by giving notice of cancellation in writing to the other party sixty (60) days prior to the effective date of cancellation.

12) Approval of Governing Body. CLIENT represents and warrants to COMPANY that this Software License Agreement has been approved by its governing body and is a binding obligation upon CLIENT. CLIENT represents and warrants that funds are appropriated and/or arrangements have been made with a third party financier.

13) Professional Liability Insurance. At the discretion of CLIENT, COMPANY may be required to provide professional liability insurance. If the CLIENT elects to require the COMPANY to provide professional liability insurance, the CLIENT shall give the COMPANY written notice of such election and within thirty (30) days thereafter the COMPANY shall procure and maintain, at COMPANY's sole expense, the following:

a) Certificate of Insurance for Professional Liability Insurance (Errors and Omissions) Policy with a limit of at least \$1,000,000.00 per occurrence and \$2,000,000 aggregate against claims in connection with the consulting services provided herein.

The COMPANY shall keep said policies in force for the duration of the Agreement and for any possible extension thereof. The COMPANY's liability under this Agreement is not in any way limited by the insurance required by this Agreement.

14) Compliance with Federal and State Laws

The COMPANY understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of

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1986 and the Drug Free Workplace Act of 1989. Under the provisions of A.R.S. 41-4401, COMPANY hereby warrants to the CLIENT that the COMPANY will comply with, and are contractually obligated to comply with, all Federal Immigrations laws and regulations that relate to their employees and A.R.S. 23-214(A) (hereinafter Consultant Immigration Warranty). A breach of the COMPANY Immigration Warranty shall constitute a material breach of the Agreement and shall subject the COMPANY to penalties up to and including terminations of this Agreement at the sole discretion of the CLIENT. The CLIENT retains the legal right to inspect the papers of any COMPANY or subcontracted employees who work under this Agreement to ensure that the COMPANY and his staff are complying with the COMPANY Immigration Warranty. COMPANY agrees to assist the CLIENT in regard to any such inspections. The CLIENT may, at its sole discretion, conduct random verification of the employment records of the COMPANY to ensure compliance with COMPANY's Immigration Warranty. COMPANY agrees to assist the CLIENT in regard to any random verifications performed. Neither the COMPANY nor his staff shall be deemed to have materially breached the COMPANY Immigration Warranty if the COMPANY establishes that he has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. 23-214, Subsection A. Pursuant to A.R.S. 35-391.06 and 35.393.06, COMPANY certifies that it does not have a scrutinized business operation, as defined in A.R.S. 35-391 and 35-393, in either Sudan or Iran.

15) Indemnity. The COMPANY agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its elected officials, officers, directors and employees (collectively, the Indemnified Parties) against all damages, liabilities or costs to the extent caused by the

COMPANY's negligent performance of professional services under this Agreement or willful misconduct.

Professional Services Agreement

1) Services Provided. COMPANY shall provide some or all of the following services to CLIENT, as evidenced in the attached Investment Summary:

- a) Installation as described in the Investment Summary;
- b) Conversion of CLIENT's existing data as set forth in the Investment Summary. CLIENT is responsible for reading and complying with COMPANY's Conversion Statement;
- c) Training/Implementation as set forth in the Investment Summary;
- d) Consulting/Analysis as set forth in the Investment Summary; and
- e) Verification Testing as described in the Software License Agreement.

2) Professional Services Fees.

- a) Notwithstanding specific prices to the contrary identified in the Investment Summary, all services will be invoiced in hourly increments as delivered, plus travel and other expenses, plus a 10% travel processing fee. CLIENT agrees to pay COMPANY for the actual amount of training provided. The quantity in the Investment Summary represents only an estimate of time required to complete all phases of this Agreement.
- b) Upon the completion of each service day, or group of days, COMPANY will present a Daily Log. CLIENT will sign the report indicating acceptance of the service day and its subsequent billing, or noting reasons for CLIENT's non-acceptance of such. This acceptance is final.
- c) CLIENT is not charged for travel time to and from the CLIENT's site. Only time spent on-site is billed as training time; excluding those cases in which the CLIENT requires the COMPANY trainer(s) to travel on the weekend, in which case CLIENT will be billed for weekend travel time at a rate of \$500 per weekend day.

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d) If CLIENT travels to COMPANY location for training, then CLIENT agrees to pay all expenses related to transportation of CLIENT's employees.

e) All requests for supporting documentation shall be made within thirty (30) calendar days of invoice delivery. Such documentation will consist of quoted internet rates within 7 days from the date the request is received by the COMPANY and not actual receipts.

f) The rates for Verification Testing shall be the same as the Training/Implementation rates set forth in the Investment Summary.

g) The rates listed in the Investment Summary do not include any tax or other governmental impositions including, without limitation, sales, use or excise tax. All applicable sales tax, use tax or excise tax shall be paid by CLIENT and shall be paid over to the proper authorities by CLIENT or reimbursed by CLIENT to COMPANY on demand in the event that COMPANY is responsible or demand is made on COMPANY for the payment thereof. If tax-exempt, CLIENT must provide COMPANY with CLIENT's tax-exempt number or form.

h) Payment is due within thirty (30) calendar days of invoice.

i) In the event of any disputed invoice, CLIENT shall provide written notice of such disputed invoice to Attention: COMPANY Controller at the address listed on the cover of this Agreement. Such written notice shall be provided to COMPANY within fifteen (15) calendar days of CLIENT's receipt of the invoice. An additional fifteen (15) days is allowed for the CLIENT to provide written clarification and details for the disputed invoice. COMPANY shall provide a written response to CLIENT that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by COMPANY and CLIENT to resolve any issues presented in CLIENT's notification to COMPANY. CLIENT may withhold payment of only the amount actually in dispute until COMPANY provides the

required written response, and full payment shall be remitted to COMPANY upon COMPANY's completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if COMPANY is unable to complete all material action steps required to remedy the disputed matter because CLIENT has not completed the material action steps required of them under this Agreement, CLIENT shall remit full payment of the invoice.

j) Any invoice not disputed as described above shall be deemed accepted by the CLIENT. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, COMPANY reserves the right to suspend delivery of all services under the Investment Summary, the Software License Agreement, this Professional Services Agreement, the Maintenance Agreement and, if applicable, the Third Party Product Agreement.

3) Training Environment. If training is being conducted at the CLIENT's site, the CLIENT is responsible for providing a productive environment to conduct training. COMPANY is not responsible for its inability to conduct training or for inadequate training arising due to interruptions and/or unavailability of CLIENT personnel to be trained. Time spent on-site by COMPANY that results in non-productive training time beyond COMPANY's control will be billed as training time. COMPANY shall notify CLIENT of circumstances that cause non-productive training. COMPANY will make reasonable efforts to schedule training on dates requested by the CLIENT. Trainers will be on-site approximately noon Monday through noon Friday. This allows appropriate travel time to and from the CLIENT's site.

4) Additional Services. Services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at COMPANY's then current market rate for the service as they are incurred.

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Travel and other expenses, plus a 10% travel processing fee will be billed as delivered.

5) Limitation of Liability. COMPANY shall not be liable for inaccurate data in COMPANY's application software which is the result of conversion of inaccurate data from the previous system. COMPANY's liability for damages arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the professional service fees identified in the Investment Summary. The CLIENT shall not in any event be entitled to, and COMPANY shall not be liable for, indirect, special, incidental, consequential or exemplary damages of any nature. The professional service fees set forth in the Investment Summary reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Professional Services Agreement.

6) Dispute Resolution. In the event of a dispute between the parties under this Professional Services Agreement pertaining to pecuniary damages or losses, the matter shall be settled by arbitration in accordance with the then prevailing rules of the American Arbitration Association.

7) No Intended Third Party Beneficiaries. This Professional Services Agreement is entered into solely for the benefit of COMPANY and CLIENT. No third party shall be deemed a beneficiary of this Professional Services Agreement, and no third party shall have the right to make any claim or assert any right under this Professional Services Agreement.

8) Governing Law. This Professional Services Agreement shall be governed by and construed in accordance with the laws of CLIENT's state of domicile.

9) Cancellation or Termination. In the event of cancellation or termination of this Professional Services Agreement, CLIENT will make payment to COMPANY for all services and expenses delivered or incurred prior to the termination or cancellation of this Professional Services Agreement. This

Professional Services Agreement is subject to termination pursuant to A.R.S.38-511.

10) Entire Agreement.

a) This Professional Services Agreement represents the entire agreement of CLIENT and COMPANY with respect to the professional services and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. CLIENT hereby acknowledges that in entering into this Agreement it did not rely on any representations or warranties other than those explicitly set forth in this Professional Services Agreement.

b) If any term or provision of this Professional Services Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Professional Services Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Professional Services Agreement shall be valid and enforced to the fullest extent permitted by law.

c) This Professional Services Agreement may only be amended, modified or changed by written instrument signed by both parties.

d) CLIENT should return an executed copy of this Agreement to COMPANY. If the Agreement is not returned to COMPANY within 90 days from the issue date, then such Agreement is subject to be voided and prices are subject to change.

11) Approval of Governing Body.

CLIENT represents and warrants to COMPANY that this Professional Services Agreement has been approved by its governing body and is a binding obligation upon CLIENT. CLIENT represents and warrants that funds are appropriated and/or arrangements have been made with a third party financier.

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Annual Software Maintenance Agreement

1) Scope of Agreement. The CLIENT agrees to purchase and COMPANY agrees to provide services for the software products listed in the Investment Summary of this Agreement in accordance with the following terms and conditions. Both parties acknowledge that this Annual Software Maintenance Agreement covers both Support for the software products listed in the Investment Summary of this Agreement and Licensing of updates of such installed software products.

2) Term of Agreement. This Annual Software Maintenance Agreement is effective on the date executed by an officer of COMPANY and shall have a term beginning upon the first of the month six months after the installation of the COMPANY Software and ending upon the last day of the month one year following that date.

a) This Annual Software Maintenance Agreement will automatically renew for subsequent one-year terms unless either party gives the other party at least thirty days prior written notice of its intent not to renew. Fees for subsequent years are subject to change.

b) If CLIENT has not elected to participate in the COMPANY Annual Software Maintenance Agreement, or elects not to renew the Agreement, the CLIENT shall acquire Software maintenance in accordance to the Section entitled "Support Terms for CLIENTs Not Participating in the Annual Software Maintenance Agreement".

3) Payment.

a) CLIENT agrees to pay COMPANY the amount identified in the Investment Summary for licensing and support services, as described below. The licensing fee of the COMPANY Software includes six month's maintenance from the time the Software is installed. The annual amount identified in the Investment Summary will become due the first of the month following six months after the installation of the COMPANY software. This payment is due and payable in accordance with Section General Payment

Terms or amended in any attached addendum.

b) **Additional Charges.** Any maintenance performed by COMPANY for the CLIENT, which is not covered by this Annual Software Maintenance Agreement, will be charged at COMPANY's then current market rates. All materials supplied in connection with such non-covered maintenance or support plus expenses will be charged to CLIENT.

c) Support and services will be suspended whenever CLIENT's account is thirty (30) calendar days overdue. Support and services will be reinstated when CLIENT's account is made current.

4) Terms and Conditions for Licensing of Updates of the Installed Software Products.

a) CLIENT is hereby granted the non-exclusive and nontransferable license and right to use the additional versions of the installed software products listed in the Investment Summary of this Agreement which COMPANY may release during the term of this Annual Software Maintenance Agreement. COMPANY agrees to extend and CLIENT agrees to accept a license subject to the terms and conditions contained herein for the installed software products.

b) The installed software products listed are licensed for use only for the benefit of CLIENT listed in the Investment Summary of this Agreement. The software products are not licensed to perform functions or processing for subdivisions or entities that were not considered by COMPANY when COMPANY placed CLIENT in the categories listed on the cover of this Agreement.

c) As long as a current Annual Software Maintenance Agreement is in place, this License may be transferred to another hardware system used for the benefit of CLIENT. CLIENT agrees to notify COMPANY prior to transferring the licensed products to any other system. The cost for new media or any required technical

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assistance to accommodate the transfer would be billable charges to the CLIENT.

d) CLIENT agrees that the software products are proprietary to COMPANY and have been developed as a trade secret at COMPANY's expense. To the extent permitted by law, CLIENT agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the software products or accompanying documentation.

e) If CLIENT has made modifications to the software products, COMPANY will not support the modified software products, unless modifications were specifically authorized in writing by COMPANY.

f) CLIENT may make copies of the licensed software products for archive purposes only. The CLIENT will repeat any proprietary notice on the copy of the software products. The documentation accompanying the product may not be copied except for internal use.

g) For as long as a current Annual Software Maintenance Agreement is in place, COMPANY shall promptly correct any functions of the software products which fail to substantially comply with COMPANY's current specifications for the most current version of the software products. If CLIENT has made modifications to the software products, COMPANY will not make such corrections, unless modifications were specifically authorized in writing by COMPANY.

h) COMPANY reserves the right to change the functionality of future releases of its software and CLIENT understands that COMPANY is not obligated to include specific functionality in future releases unless provided for herein.

5) Terms and Conditions for Support.

a) COMPANY shall provide software related CLIENT support during standard support hours. Currently, standard support hours are from 7:00am to 7:00pm Central Standard Time, Monday thru Friday, excluding holidays. COMPANY reserves

the right to modify these support hours as COMPANY sees fit in order to better serve its CLIENT. Assistance and support requests which require special assistance from COMPANY's development group will be taken and directed by support personnel.

b) COMPANY will maintain staff that is appropriately trained to be familiar with the software products in order to render assistance, should it be required.

c) COMPANY will provide CLIENT with all updates that COMPANY may make to the then current version of the installed software products covered in this Agreement.

d) CLIENT acknowledges that the updates/enhancements may not be compatible with CLIENT's particular hardware configuration or operating system. CLIENT acknowledges that additional hardware and software may be required at the CLIENT's expense in order to utilize the updates/enhancements.

e) COMPANY will make available appropriately trained personnel to provide CLIENT additional training, program changes, analysis, consultation, recovery of data, conversion, non-coverage maintenance service, etc., billable at the current per diem rate plus expenses. *COMPANY employs many CPAs but is not a board registered CPA firm.*

f) COMPANY shall provide CLIENT with on-line support through the use of communications modem and software through the use of secure connection over the internet via Citrix GotoAssist.

6) Support Terms for CLIENTs Not Participating in the Annual Software Maintenance Agreement. The Software License Agreement includes six months free maintenance. If CLIENT elects not to participate in the COMPANY Annual Software Maintenance Agreement, CLIENT shall receive support on a Time and Materials basis following six months after the COMPANY Software is installed in accordance with the following terms:

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- a) CLIENTs not on Software Support Maintenance will receive the lowest priority for Software Support.
- b) CLIENTs not on Software Support Maintenance will be required to purchase new releases of the Software. New Releases will include fixes, enhancements and updates, such as, Tax Tables, W/2 reporting formats, 1099 changes, etc.
- c) CLIENTs not on Software Support Maintenance will be charged \$175 per hour with a one-hour minimum for all software support calls.
- d) CLIENTs not on Software Support Maintenance will not be granted access to COMPANY's software support web-site.
- e) CLIENTs not on Software Support Maintenance are subject to higher rates for training and continuing education performed by COMPANY employees. This is due to the fact that the CLIENT may not be utilizing the most current version of our software.
- f) COMPANY will not guarantee a program fix to a documented bug for software versions that are not the currently released version. Since every CLIENT is on Software Support Maintenance, often times, bug fixes are rolled into the latest release and then sites are upgraded to the latest release of the software.
- g) If a CLIENT decides to discontinue Software Support Maintenance and later chooses to reinstate Software Support Maintenance, the CLIENT will be required to pay the portion of annual software support maintenance fees for the Enhancement and Software Updates (27%), dating back to the date when the CLIENT discontinued Software Support Maintenance. Once again, COMPANY feels any CLIENT not on Software Support Maintenance will not be satisfied with the level of support they will receive, which in turn, makes a dissatisfied CLIENT. COMPANY prides itself on customer satisfaction, which is why we strongly encourage every CLIENT to purchase Software Support Maintenance.

7) Additional Services. The Services listed below are not included in the COMPANY Software Maintenance Agreement. These services shall be provided at COMPANY's discretion and will be billed on a Time and Materials basis at COMPANY's current rates.

- a) Changes to print programs.
- b) Software modifications.
- c) Software Training.
- d) Responding to problems caused by bad data.
- e) Responding to problems caused by hardware.
- f) Responding to problems caused by operator error.
- g) Responding to problems caused by software that is not COMPANY software.
- h) Responding to problems resulting from misuse, accidents, CLIENT neglect, fire, or any other cause not within COMPANY's reasonable control.
- i) Changes made to the COMPANY Software by someone other than COMPANY personnel.
- j) Any other services performed by COMPANY not otherwise specifically provided for in this Agreement, including but not limited to, bank reconciliation, reconciling out of balance reports, balancing segments of the system, etc.

8) Limitations and Exclusions. The support and services of this Maintenance Agreement do not include the following:

- a) Support service does not include the installation of the software products, onsite support, application design, and other consulting services, support of an operating system or hardware, or any support requested outside of standard support hours.
- b) CLIENT shall be responsible for implementing at its expense, all changes to the current version. CLIENT understands that changes furnished by COMPANY for the current version are for implementation in the current installed software products version, as it exists without customization or CLIENT alteration.

9) CLIENT Responsibilities.

- a) CLIENT shall provide, at no charge to COMPANY, full and free access to the

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programs covered hereunder: working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service. Such environment includes, but is not limited to; use of the appropriate operating system at the version and release levels specified by COMPANY and additionally specifies that the environment for any COMPANY software application requires the CLIENT to have e-mail and Internet access. CLIENT will be responsible for all additional costs incurred to the extent such hardware and software does not conform to COMPANY's current specifications. The acquisitions of necessary hardware and software meeting the requirements then in effect shall be sole responsibility of the CLIENT.

b) CLIENT shall maintain IP or VPN connection through Microsoft Terminal Services. COMPANY shall use the connection to assist with problem diagnosis and resolution.

c) CLIENT must maintain an active e-mail address capable of receiving a 5 MB attachment. This e-mail account must be accessible from a PC connected to the server hosting the COMPANY software applications.

d) CLIENT must open firewall ports to enable access to COMPANY's FTP server for program updates via Live Update.

10) Non-Assignability. The CLIENT shall not have the right to assign or transfer its rights hereunder to any party.

11) Force Majeure. COMPANY shall not be responsible for delays beyond its control in servicing the products covered by this Annual Software Maintenance Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.

12) Limitation of Liability. The liability of COMPANY is hereby limited to a claim for a money judgment not exceeding the fees paid by the CLIENT for services under this

Annual Software Maintenance Agreement. The CLIENT shall not in any event be entitled to, and COMPANY shall not be liable for, indirect, special, incidental, consequential or exemplary damages of any nature.

13) Governing Law. This Annual Software Maintenance Agreement shall be governed by and construed in accordance with the laws of CLIENT's state of domicile.

14) Entire Agreement.

a) This Annual Software Maintenance Agreement represents the entire agreement of CLIENT and COMPANY with respect to the maintenance of the software products and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. CLIENT hereby acknowledges that in entering into this Agreement it did not rely on any representations or warranties other than those explicitly set forth in this Annual Software Maintenance Agreement.

b) If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Annual Software Maintenance Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Annual Software Maintenance Agreement shall be valid and enforced to the fullest extent permitted by law.

c) This Annual Software Maintenance Agreement may only be amended, modified or changed by written instrument signed by both parties.

d) CLIENT should return an executed copy of this Agreement to COMPANY. If the Agreement is not returned to COMPANY within 90 days from the issue date, then such Agreement is subject to be voided and prices are subject to change.



The Data Conversion Process

Purpose

One of the most difficult aspects of software transition revolves around data conversion. This process takes place in one of two ways:

1. The manual method - In the manual mode the Client enters data from the existing system into the new Tyler Technology system.
2. The automated method - In the automated mode a software program is written or coded in order to facilitate moving information from the existing system to the new Tyler Technology system.

This document is provided to aid the Client in understanding the automated conversion process and provide clear direction as to the responsibility and the scope of the process.

Who should read this document?

The obvious answer to this question is the individual at the Client site that is most responsible for the transition. Specifically it should be:

1. The individual responsible for extracting and providing data from the old system to the Tyler Technology system.
2. Any individuals responsible at a department level.
3. Any individual that would benefit from understanding the conversion process

The Conversion Process

The process itself has a predefined set of steps that must take place for a successful conversion.

1. Initial data extraction - The Client must perform the preliminary extraction and transmission of data.
2. Data Evaluation - Tyler Technologies will then be responsible for evaluating the information that has been transmitted. Upon a successful evaluation the Client will be contacted for further scheduling.
3. Conversion scheduling - Once a schedule has been decided upon, Tyler Technologies will proceed in development of the conversion programs. During the development step, the Client will be responsible for providing knowledge and insight into the information from their current system
4. On-Site Conversion - Upon Tyler Technology's arrival at the Client's site for the conversion, the Client will be responsible for a final extraction of the data. In most situations the Client will not have to transmit the final extraction to Tyler Technologies. The Tyler Technology trainer on site will assist the Client in preliminary INCODE application setup that is required for the conversion as well as execute the conversion programs and assist in the verification of the converted information's integrity.

Even though the Tyler Technology trainers possess a great deal of knowledge in the area of conversion, it is ultimately the Client's responsibility to validate any converted data. The sections that follow clearly outline and describe each of the above steps.



Data Extraction and Transmission of Data

As stated in the contract, the Client must supply data in ASCII file format with unpacked data fields. This terminology is sometimes considered confusing. The ASCII (pronounced as AS-key) is an abbreviation that represents the American Standard Code for Information Interchange. This standard was established in 1967 and still represents one of the most important standards in the computer industry. Since that time, some vendors have deviated from this standard. An example would be IBM's has a proprietary standard format abbreviated EBCDIC (pronounced EBB-see-dik). This is their current standard on the System36 and AS400. Vendors also use compression techniques in their data structures to pack numeric fields and dates. Since these techniques are not standard and vary from vendor to vendor, we are unable to process this information. In the simplest of terms the Client's data that is transmitted to The Tyler Technology system should be legible in a standard text processing program such as Windows textpad or wordpad. The characters that you view on screen should be the same characters that are on your computer keyboard.

File Descriptions and layout

The contract further states that the Client must supply sufficient file descriptions and layout information for the data. Sometimes file descriptions will be referenced as data definitions. Normally data files have one row after another. Each row represents a record or grouping of information. As an example, a vendor file would normally have a row for each vendor in the system. The rows then have to be broken down further into columns or fields. An example of a field in the vendor file could be vendor name. The file description provides the information needed to know exactly what position each field starts and stops in each row. In all cases, file descriptions are absolutely necessary for any type of conversion.

Media Type

Also outlined in the contract is the media type that the information can be transmitted to The Tyler Technology system. Unless the Client's existing system has a unix operating system, the most desirable media to transmit the data would be a cd. In situations where a writable cd is not available the Client can submit the information on a zip disk or 4mm tape. If a 4mm tape is used then the Client should transfer the information to the tape using the standard Windows backup software. The Client may also submit the data via email when the Client has a compression utility such as winzip and a fast and reliable internet connection. When the Client's existing system has a unix operating system, the Client may use any of the methods mentioned above with the additional transmittal method of a 4mm tape with the maximum capacity of 4gb or a ¼ inch tape with the maximum capacity of 1gb. The Client should include the Data Transmission Form with the media. If the Client is using email to transmit the data please include the information from the Data Transmittal Form in the email as text or an attachment. In situation where none of the above options are available to the Client, arrangements should be made with Tyler Technologies as to viable alternatives. These alternatives may involve additional fees.

There are certain vendors that Tyler Technologies has had considerable conversion experience and has developed processes to extract the information from their proprietary data files. Other vendors store their data in Microsoft Access or Microsoft SQL Server database. It is possible in these situations that the Client can provide their existing data files in their current state without data extraction. In this scenario the Client would only be responsible for providing a backup of their current data.



The first data extraction is for the sole purpose of developing the conversion software. This extraction should contain all the tables or files that are to be converted along with the appropriate record layouts. An incomplete extraction can produce time delays and undesirable results during the actual conversion.

Final Data Extraction

The final data extraction will be performed on the day of or a day very close to the final conversion. This extraction will be coordinated with Tyler Technology's conversion personnel and implementation coordinator.

Data Extraction Assistance

In almost all instances the Client owns its data, but the current software provider's file descriptions will be considered proprietary information. There will be scenarios where the software provider will not provide file descriptions or will provide the descriptions for a fee. Any fees required by the vendor are the responsibility of the Client and are not included in the contract. In many situations the data will have proprietary fields with no easy solution for extraction. Tyler Technology's years of experience with data conversions has lead to many innovative techniques for data extraction. When the Client has exhausted their available options, Tyler Technologies can assist with the data extraction for additional fees. The Client will have the responsibility of contacting their sales representative for a quote for additional services. Upon receipt of a purchase order from the Client, Tyler Technologies will proceed with this assistance.

Conversion Scheduling

Once Tyler Technologies has received the data from the Client a three stage evaluation process will be implemented. Media will be evaluated as to its readability. Each data file transmitted will be reviewed as to its format, file description, and estimated complexity. When these two stages have been successfully completed, Tyler Technology's implementation coordinator will schedule with the Client a time for the data conversion, conversion assistance, and training. The third stage of the evaluation is more detailed and will follow in approximately 3 weeks. During this stage the data will be evaluated for its completeness, validity, and mandatory fields needed in the conversion. If problems arise during this process, Tyler Technologies will communicate to the Client the problems. The Client will be responsible for resolving the problems in a timely a manner as possible so that the schedule is not affected. If no problems arise then the Client can assume that Tyler Technologies is on schedule.

Timing is an important element during a data conversion. Scheduling of the conversion will revolve around the most advantageous cutoff dates. For example, if a Client bills their utility customers at the end of each month, the best time to do the conversion would be during the last two weeks of the month. Financial conversions will be easier to validate if performed after a period has been closed. All of these elements will be discussed by the implementation coordinator with the Client during scheduling.

Conversion Program Development

After Tyler Technologies receives and validates the Client's data, the development of the conversion program will begin. During the development process, questions about the Client's current data or application may be raised. The Client is responsible for providing contact information for staff member(s) that are capable of responding to questions for each module being converted.



It is important for the Client to understand that Tyler Technologies has a minimal amount of experience with the Client's current application. Questions raised by Tyler Technologies will be the result of analyzing data. There are a significant number of times when the data being analyzed does not correspond with the information that the Client views on the screen in their current application. Providing staff members that have an in depth knowledge of the Client's current application is a key element of a successful conversion.

Part of the development process will be testing the program with the data provided in the first extraction. This testing will take place at Tyler Technology's facilities. Any potential problem areas will be communicated to the Client.

Conversion Assistance

As part of the contract, a Tyler Technology's trainer will be at the Client location during the actual conversion. The trainer will provide conversion assistance in the areas of preliminary setup, conversion program execution and data validation. Even though the primary focus of the trainer is a successful completion of the conversion process, the trainer will be providing a limited amount of training in certain areas. In a majority of cases, the trainer responsible for the conversion assistance will also be responsible for the training that will occur either before or after the conversion.

It is important to note that the trainer will not be the programmer responsible for the creating or modifying conversion program. The trainer will be responsible for conveying to the programmer discovery of Client specific information before the final conversion and any mistakes found after the conversion. The Client will need to facilitate the trainer by providing a comfortable place to work, access to facilities before and after normal work hours and telephone communications.

Data Validation

The final step in the conversion process is the data validation. Much attention will be given to data integrity during the testing phase by the program developers. The conversion assistant will also spend time testing the integrity of the information. Balances and the output of processes will be tested after the conversion. A visual inspection of different modules will be performed by choosing different records on a random base. But Data validation is ultimately the responsibility of the Client.

Conclusion

After over 20 years and several hundred conversion experiences, Tyler Technologies has determined that there are several key factors in a successful conversion. The Client needs to have a realistic expectation of what is going to happen. The Client must understand that there are no pleasant conversions; therefore a successful conversion is one that provides the least amount of displacement and discomfort. More than likely, the Client will have to change their schedules and prepare for a heavier work load during the conversion. The Client has to realize that the data on the system being converted is exactly how the data will be on the new system. The conversion process does not clean up or correct any information during the conversion process. The old adage "garbage in, garbage out" is very relevant during the conversion process. One example would be a general ledger conversion where the current system's ledger is out of balance. After the conversion, the INCODE general ledger will be out of balance. Conversions maybe somewhat mystical but the process is not magical. And finally, to have a successful conversion, there must be a team approach by all those involved.

APPLICATION AVAILABILITY SERVICES AGREEMENT

OVERVIEW: Application Availability (AAS) services are intended to provide secondary storage of Tyler Software data and images as well as a secondary operating system for use in the event of an onsite disaster which renders the CLIENT's system inoperable.

The Application Availability system is not intended to replace onsite hardware backup systems and/or procedures for conducting daily backups of data and image information, per best practices.

TYLER is only responsible for correct functioning of the Application Availability system to the extent possible through testing of CLIENT systems at the time of going live. TYLER shall be properly notified of any changes in CLIENT's network system subsequent to go-live so that the DR system can be updated in a timely manner. Changes which are not reported to TYLER with adequate time for re-testing of Application Availability system are beyond TYLER's control and may nullify TYLER's responsibilities under this Agreement.

The client shall be responsible for maintaining sufficient symmetric bandwidth for data transfers to complete in a reasonable amount of time. This includes normal operations as well as operations during a disaster.

As part of this Sales Agreement, CLIENT agrees to subscribe to TYLER's Application Availability Services, outlined below. The annual AAS fee will cover the current database and images plus an annual growth rate in the database and images. The annual growth rate is assumed to be no greater than 7% per annum during the term of the contract. Should the CLIENT require additional storage space due to historical index and/or image conversions or if annualized growth should exceed the 7% per annum rate, TYLER reserves the right to recalculate the fee at each annual anniversary of this agreement. CLIENT will have the option of accepting the revised fee or terminating the Application Availability Services at the yearly anniversary of the contract.

Payment terms:

The first annual fee for Application Availability Services described herein will be due and payable upon initiation of these services.

Term of service:

The Application Availability System provided hereunder shall be provided for a period beginning on the date of initiation of these services and thereafter for twelve (12) months. In the event of termination by either party, CLIENT shall be responsible for any services provided through the date of termination.

Renewal(s) shall be under such terms, conditions and price changes as TYLER and CLIENT shall agree upon in writing at least 30 days prior to the expiration of the term hereof or of any renewal period. In the absence of any written specification, the renewal(s) shall be automatic and upon the same terms and conditions as in the period prior to the renewal.

This Application Availability Services Agreement shall automatically renew for additional twelve month periods after the third year unless either party provides the other party written notice of its intent not to renew at least 30 days prior to the expiration of the then current term. CLIENT shall be notified of changes in terms, conditions and price of the renewal in writing at least 60 days prior to the expiration of the term hereof or of any renewal period.

APPLICATION AVAILABILITY SERVICES AGREEMENT

Disaster Recovery Services:

1. SCOPE OF SERVICES

This document describes the services that TYLER will provide. Specifically, TYLER will provide Application Availability services for CLIENT's TYLER applications listed in the sales agreement.

All Services will be provided remotely. No on-site Services are included in the Scope of Services.

2. ELECTRONIC TRANSFER

The offering consists of planning / management services, remote access to CLIENT's TYLER system for critical, predefined users and the operations staff necessary to ensure recovery of CLIENT's stored data.

The electronic transfer solution also provides at least nightly transfers and limited archiving of CLIENT's TYLER data.

3. TYLER'S RESPONSIBILITIES

TYLER will coordinate all activities associated with transfer of data to its Data Center and will:

- identify critical users
- review the plan with CLIENT
- provide guidance for DR policies and procedures
- confirm data/image transfer into its Data Center
- provide annual DR walkthrough at CLIENT's request

4. CLIENT'S RESPONSIBILITIES

CLIENT agrees to:

- provide remote access to its TYLER database server for analysis and configuration of data transfer
- provide network support if required to enable database replication or FTP transfer of data from CLIENT's servers to the TYLER data center.
- identify critical users
- identify critical processes
- provide PCs, peripherals and high speed internet access from CLIENT's alternate processing location, if required.
- provide technical resources to configure remote access PCs, including TYLER supplied application software, if required.
- complete chain of command document for communication during a disaster
- provide Internet access in accordance with Paragraph L.3 of the Sales Agreement.
- integrate this plan with CLIENT's comprehensive DR plan:

5. TESTING

- CLIENT may elect to perform one test of the DR Service annually. CLIENT shall schedule the DR test with TYLER 30 to 60 days in advance. TYLER provides one DR test annually at no charge to the CLIENT. However, TYLER will assess a service fee for each additional DR test requested by the CLIENT. Services performed by the CLIENT for the DR test are at its own cost.

APPLICATION AVAILABILITY SERVICES AGREEMENT

- Results of tests of the DR Service: If either TYLER's or the CLIENT's test of the DR Service discover any problems or deficiencies in TYLER's DR services, TYLER shall resolve such problems or deficiencies within thirty (30) days of learning of such problems or deficiencies. If such problems are not resolved within such period of time, the CLIENT may terminate this Amendment by giving TYLER thirty (30) days notice of such termination.

6. ESTIMATED PROJECT SCHEDULE

The Implementation Services will be performed consistently with the estimated schedule mutually agreed upon by both parties. The parties agree to make reasonable efforts to carry out their respective responsibilities according to such schedule.

Once the system is live, a disaster may be declared by the CLIENT for the term of CLIENT's contract.

7. TYLER'S PROJECT MANAGER

Project management services are provided as part of the Business Continuity service. TYLER will designate a Project Manager who will be its contact for all communications with CLIENT and will have the authority to act on its behalf in matters regarding the Statement of Work. TYLER's project manager will perform the following tasks:

- review Statement of Work with CLIENT's project manager
- review current project status
- recommend changes or additions to the project as appropriate
- administer the change control procedure; and
- review and evaluate the progress of the project with CLIENT's project manager to resolve any necessary changes.

8. CLIENT'S PROJECT MANAGER

CLIENT's responsibilities listed in this Statement of Work are to be provided at no charge to TYLER. TYLER's performance is predicated upon the following responsibilities being fulfilled by CLIENT.

Prior to the start of the Statement of Work, CLIENT will designate, in writing, a person who will be CLIENT's Project Manager. All of our communications will be addressed to the Project Manager who has the authority to act for CLIENT in all aspects of the Statement of Work. The Project Manager will perform the following activities:

- interface between TYLER Project Manager and CLIENT organization
- administer project change control with TYLER project manager
- arrange reasonable access to CLIENT data for project personnel, as required
- conduct any communication through TYLER Project Manager
- help resolve and escalate project issues within CLIENT organization as required
- obtain and provide project requirements, data, decisions and approvals within five business days. If such requirements, data, decisions or approvals are delayed beyond the time specified, CLIENT agrees to relieve TYLER of its responsibility for the affected Service until CLIENT performs that obligation.
- accept responsibility for the data files, selection and implementation of controls for CLIENT location, and security of the stored data.

CLIENT acknowledges that it is CLIENT's responsibility to identify and make the interpretation of any applicable federal, state and local laws, regulations and statutes, provided that CLIENT's acknowledgment of such

APPLICATION AVAILABILITY SERVICES AGREEMENT

responsibility is limited to only those federal, state and local laws, regulations and statutes applicable to the CLIENT and such responsibility does not in any way alter TYLER's obligations to comply with applicable laws, rules and regulations as set forth in the Agreement or as otherwise required by law.

9. PROJECT CHANGE CONTROL PROCEDURE

When both parties agree to a change in this Statement of Work, a written description of the agreed change will be prepared which must be signed by both parties. The Change Authorization will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. Depending on the extent and complexity of the requested change, TYLER may charge for its effort required to analyze it. When charges are necessary in order for TYLER to analyze a change, TYLER will give CLIENT a written estimate before beginning the analysis on CLIENT's written authorization. The terms of the agreed upon Change Authorization will prevail over those in this Statement of Work or any previous Change Authorization.

10. DECLARATION OF A DISASTER

A disaster is defined as an unplanned event that prevents CLIENT'S TYLER software products from performing Critical Processes, as defined in the CLIENT's Disaster Recovery Plan ("Plan"), potentially harming CLIENT's financial standing or public image ("Disaster"). Examples of a Disaster are fire, hazardous materials incident, flood, hurricane, tornado, winter storm, earthquake, radiological accident, civil disturbance or explosion. A Disaster is not a hardware or network failure that is covered by TYLER's Software Support or a problem that can be repaired in less than thirty-six (36) hours.

11. Application Availability

The following turn up times will apply to each corresponding product for which TYLER will have the CLIENT's data available for access within TYLER's Application Availability System.

Tyler Content Manager – 12 Business Hours
Tyler Public Safety – 4 Business Hours
INCODE Software Modules – 4 Business Hours
Eden Financials – 4 Business Hours
Property Tax – 4 Business Hours
Eagle Recorder – 12 Business Hours

12. Daily Backup Monitoring

TYLER will monitor local backup jobs on CLIENT's Server housing TYLER Application Data. A monthly backup report will be emailed to a specified contact with a performance summary on local backup jobs. CLIENT must utilize either Windows NTBackup or Veritas Backup Exec on the local TYLER Data Server. Centralized Backup Solutions are not supported for Monthly Backup Reporting.



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: Sept. 15, 2010

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document:

Agenda Title (be exact): Discussion, consideration and possible direction to staff regarding the fees charged for library programs.

Purpose and Background Information: During the budget discussions for the 2010 / 2011 Library budget, council indicated that they wanted staff to charge fees in an attempt to recover the cost of library programs. We are now asking for direction and guidance regarding this matter. 2 questions we need answered are, "Are we to include children's programs?" & "What percentage of the cost would you like us to recover?" For Adults, we now offer a scrapbooking class twice a month. The expenses are \$100 a month for instructor's fees and their supplies plus additional supplies that we have provided and minimal staff time. We are working with the scrapbooking instructors to help reduce this cost and raise additional revenue. In the near future, we will be offering library instruction classes for adults. The cost of these classes are covered with an LSTA (Library Services & Technology Act) grant for \$15,500. For children we run weekly story time sessions that involve staff reading to the children and then they work a related craft. On occasion, we bring in performers that cost between \$35 & \$50. We have significantly reduced the number of higher priced performers for the duration of our financial dilemma. Any additional direction and guidance on this matter would be appreciated.

Recommendation (Suggested Motion): None

OR

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: Library

Contact Person: Gerard Laurito

Action Report prepared by: Gerard Laurito