

AGENDA



**SPECIAL SESSION
MAYOR AND COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
473 S. Main Street, Room #106
WEDNESDAY, JULY 11, 2007
at 6:30 P.M.**

1. **Call to Order**

As a reminder, if you are carrying a cell phone, pager, computer, two-way radio, or other sound device, we ask that you turn it off at this time.

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) June 27, 2007 – Council Hears P&Z
- 2) June 20, 2007 – Regular Session

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

- 1) Special Session – July 18, 2007 at 5:00 p.m.
- 2) Regular Session – July 18, 2007 at 6:30 p.m.
- 3) Council Hears Planning & Zoning – July 25, 2007 at 6:30 p.m.

c) **Possible acceptance of the Housing Commission's quarterly report.**

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

6. **Discussion, consideration, and possible appointment to the following commissions:**

- a) **Parks & Recreation Commission – term ending September 2007**
- b) **Housing Commission – term ending September 2009**

7. **Discussion, consideration, and possible recommendation to approve/deny a Liquor License application for Clear Creek Village Store, Thomas LaVeda Hill Investments LLC.**

8. **Discussion, consideration, and possible approval of an Application for Special Event Liquor License submitted by the Cottonwood Chamber of Commerce for a mixer to be held in Camp Verde at Focus on Graphics located at 4696 Old Hwy. 279 on July 19, 2007 from 6:00 p.m. to 8:00 p.m.**

9. **Discussion, consideration, and possible approval of Resolution 2007-729. A Resolution of the Mayor and Common Council, of the Town of Camp Verde, Yavapai County, Arizona, adopting and declaring as a public record that certain document filed with the Town Clerk and entitled 'Town of Camp Verde Tentative FY 2007/2008 Budget'.**

Mayor Gioia requested the following item:

10. **Discussion, consideration, and possible approval of the proposed amendments to Yavapai County Resolution #1425 regarding the Yavapai County Water Advisory Committee.**
11. **Discussion, consideration, and possible approval of purchasing six boxes of softballs for the Jacob Teague Memorial Softball Game, not to exceed \$360.** This is an unbudgeted item from the CIP Fund – Organizational Donation line item.

Vice Mayor Hauser requested the following items:

12. **Charles German will present signed petitions to Council regarding building a new library structure. Council may discuss the petitions.**
13. **Discussion, consideration, and possible authorization for Linda Harkness to gather information on behalf of the Town for a construction proposal/plan for the new Library building to be brought to Council on or before the first regular meeting in November, as requested by Charles German.**
14. **Call to the Public for Items not on the Agenda.**

There will be no Public Input on the following items:

15. **Advanced Approvals of Town Expenditures**
 - a) **There are no advanced approvals.**
16. **Manager/Staff Report**
17. **Council Informational Reports** Individual members of the Council may provide brief summaries of current events and activities. These summaries are strictly for informing the 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.
18. **Adjournment**

Posted by: *D. Jones*

Date/Time: *7-6-07 9:15 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.

**MINUTES
COUNCIL HEARS PLANNING & ZONING
MAYOR AND COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
WEDNESDAY, JUNE 27, 2007
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 Gioia, Vice Mayor Hauser, Councilors Smith, Garrison, Kovacovich, Elmer and Parry were present.

Also Present: Interim Town Manager Dave Smith, Town Attorney Brad Woodford (*by telephone conference*), Community Development Director Nancy Buckel, Housing Director Matt Morris, Parks & Recreation Director Lynda Moore, and Recording Secretary Margaret Harper.

3. **Pledge of Allegiance**

The Pledge was led by Parry.

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) There are no minutes for approval.

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

1) Regular Session – July 4, 2007 at 6:30 p.m. – **CANCELLED**

2) Joint Work Session with P&Z on Prop 207 – July 11, 2007 at 5:00 p.m.

3) Special Session (to replace the 7-4-07 Regular Session) – July 11, 2007 at 6:30 p.m.

4) Council Hears Planning & Zoning – July 25, 2007 at 6:30 p.m.

c) **Possible approval of a letter of support and recognition to LCPL Krystal L. Hollamon, USMC.**

d) **Possible approval of the Memorandum of Understanding with NACOG for the continued administration of the Voucher Transit System.**

On a motion by Hauser, seconded by Kovacovich, the Consent Agenda was unanimously approved as presented, with the addition of a Special Session on July 18, 2007 at 5:00 p.m. and a Regular Session on July 18, 2007 at 6:30 p.m.

Mayor Gioia pointed out that a possible Special Session and a Regular Session are added for July 18, 2007 at 5:00 p.m. and 6:30 p.m., respectively.

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

(Comments from the following individuals are summarized.)

Debbie Barber drew the public's attention to a flyer placed at each seat setting forth a welcome to the Council meetings, addressing the proper procedures to be followed, explaining how to contact the members and how to get answers to questions.

Ron Smith described preparations for the annual Charity Softball Tournament to benefit the canine dogs for Clarkdale, Cottonwood and Camp Verde. Clarkdale will supply the labor, Cottonwood will donate the ball fields for the event, and Camp Verde is being asked to donate six

boxes of softballs. Smith suggested that an agenda item be included for a future meeting in order to approve the expenditure for the softballs, and hopes that Hauser will follow through with getting the issue on the agenda. For those who wish to make donations or volunteer, contact John Teague at 300-3122.

There was no further public input.

6. **Discussion, consideration, and possible approval of Resolution 2007-728, a resolution of the Town Council of the Town of Camp Verde, Arizona approving General Plan Amendment 2007-01 that amends the Land Use Map of the General Plan for parcels 404-22-062A and -062B from High Density to Commercial. The site is located at 85 Hollamon Street.**

On a motion by Smith, seconded by Kovacovich, the Council unanimously approved Resolution 2007-728, a resolution of the Town Council of the Town of Camp Verde, Arizona approving General Plan Amendment 2007-01 that amends the Land Use Map of the General Plan for parcels 404-22-062A and -062B from High Density to Commercial.

STAFF PRESENTATION

Community Development Director Buckel said that the request is to rezone parcels to allow for the operation of a beauty salon in an existing building on Holloman Street; businesses are operating in other similar revitalized structures on that street. Historically Holloman Street has continued to have mixed residential and commercial uses; they are in the Downtown District, the lots are small, and the applicant is providing more than adequate parking. Planning & Zoning has recommended that Council approve the request for the General Plan Amendment.

PUBLIC HEARING OPEN

Applicant's Statement

Cynthia Redden, the property owner, believes that the business will be an asset to the Town; remodeling of the building has been kept in the Territorial look, and the second parcel has been set aside for parking. Ms. Redden added that she hopes to help the Town grow.

COMMENT FROM OTHER PERSONS

Howard Parrish spoke in favor of the approval of the General Plan Amendment.

APPLICANT'S REBUTTAL

No applicant's rebuttal was required.

PUBLIC HEARING CLOSED

Council Discussion

During the discussion, the members requested clarification from Buckel as to why the applicant has been required to go through the amendment process, based on what appeared to be confusion and misinformation between the applicant, the Town offices and the County. The applicant had purchased the property in good faith with the understanding that the zoning would allow her business. Buckel explained the steps that she had taken in order to clear up the issue as well as the need for a formal General Plan Amendment on the property. Buckel also commented on a possible miscommunication between Town offices on Town procedures that might negatively affect decisions made by applicants on use of their properties.

7. **Discussion, consideration, and possible approval of Ordinance 2007-A342, an ordinance of the Town of Camp Verde, Yavapai County, Arizona, changing the zoning for parcels 404-22-062A and -062B consisting of approximately .21 acres from R2-4 to C1. This rezoning is to allow for the commercial activity of a beauty salon. The site is located at 85 Hollamon Street.**

On a motion by Smith, seconded by Parry, the Council unanimously approved Ordinance 2007-A342, an ordinance of the Town of Camp Verde, Yavapai County, Arizona, changing the zoning

for parcels 404-22-062A and -062B consisting of approximately .21 acres from R2-4 to C1.

The Interim Town Manager and department heads were directed to discuss a policy for communication between the different offices in order to prevent a problem similar to that encountered by the applicant from happening again.

STAFF PRESENTATION

Buckel said that the request is a continuation of the activity on rezoning the same two parcels from R2-4 to C1 to allow for the operation of the beauty salon and the off-street parking; the General Plan Amendment has been approved and the rezoning can now be moved forward. All required issues have been met; there have been no comments in opposition.

PUBLIC HEARING OPEN

Applicant's Statement

Ms. Redden reviewed the confusion she had encountered at the time she bought the property, explaining that when it was found that the property had not been zoned commercial, Nancy Buckel did an excellent job of resolving the problem, working with the applicant throughout; Ms. Redden commended Buckel for her handling of the situation.

COMMENT FROM OTHER PERSONS

Howard Parrish commented that a permit had never been issued for the property originally; the Town had not yet been incorporated.

APPLICANT'S REBUTTAL

Ms. Redden explained her efforts to find out the age of the building because there had been no permits issued. She said that the main confusion leading to her frustration appears to be a lack of communication between the Town offices.

PUBLIC HEARING CLOSED

Council Discussion

The Council briefly discussed the apparent lack of communication between offices, and agreed that staff should develop a communication policy to prevent a recurrence of a similar problem. Ms. Redden was also commended for doing a great job on her part in the revitalization of the Historic Old Town area.

8. **Update on FY 2005 CDBG projects including Hollamon Street project, Downtown Park Improvement project (new modular restroom) and the Architectural Barrier Removal project (ramada, sidewalk, and Town Hall restrooms).**

Staff was directed to go forward with the SSP Grant as discussed, and to hire NACOG for that project with the understanding that such administration costs are built into the grant.

Interim Town Manager Smith explained that major problems have been found in preparing the necessary paperwork following the Council's decision last month to turn over administration of the grants to NACOG after the resignation of Grants Administrator Mike Casebier; and those problems have resulted in losing considerable grant funding because time deadlines were not been met. Town Clerk Barber reviewed in detail the background and current status of the subject CDBG projects, together with input from Town Engineer Long. Barber recommended that the current contract on the restrooms be terminated and awarded to the second original bidder, contingent upon the Town receiving an extension from the Department of Housing, and request a transfer of funds from the Holloman Street project to the restrooms. In connection with the lost grant funding and in order to continue the project, Barber suggested that one option would be to now seek an SSP grant (State Special Projects funds), and that NACOG could prepare the application. During the discussion, the Council also questioned why the costs were underestimated. Ron Long agreed that the Holloman Street estimate was way off, had been done prior to his employment, that time sensitive deadlines had not been met, and outlined the steps

he had taken to try to correct the predicament he had encountered.

PUBLIC INPUT

(Comments from the following individuals are summarized.)

Ann Everett discussed her disappointment over the length of time it is taking to get promised sidewalks constructed along Holloman Street where her business is located, although she understood that the original plan included only curbs and gutters. Ms. Everett added that the plan to have departments working together and communicating may also avoid some of the problems that have arisen during administration of the subject CDBG grant.

Tom Nielson complained about sidewalks that he believes ADOT should be responsible for, and again thanked the Council for his appointment to the Library Commission.

There was no further public input.

9. **Discussion, consideration, and possible direction to staff regarding how to proceed with the FY 2005 CDBG projects. Direction may include, but not be limited to requesting a 6-month extension from Arizona Dept of Housing Downtown Park Improvement project; requesting a funds transfer from the Hollamon Street project to the Downtown Park Improvement project; and possible termination of the construction contract for the Downtown Park Improvement project.**

Staff was directed to go forward with the Interim Manager's recommendation to deobligate the Holloman Street project funds, terminate the existing contract with Restroom Solutions, go with the original contractors and request the 6-month extension, with the stipulation that the Town either get the funding agreement from CDBG to make up the difference of possibly \$60,000 or so between the two contractors, or if not, to bring the issue back to Council immediately for further discussion.

Manager Smith recommended that the Town should move forward with requesting an extension on the restroom project, terminate the contract and go back with one of the original bidders. Smith also suggested requesting that some of the funds from the Holloman Street project be given to the restroom project to make up the shortfall of funding. Town Attorney Woodford confirmed that the Town has sufficient grounds to terminate the contract as recommended.

There was no public input.

10. **Update on the FY 2006 CDBG Senior Citizens Center improvements followed by discussion, consideration, and possible approval to fund the Senior Citizens Center roof outside the CDBG funding cycle, utilizing the remaining CDBG funds to complete the project as described in the CDBG contract scope of work.**

On a motion by Gioia, seconded by Smith, the Council voted unanimously to approve the transfer of up to \$12,000 to the appropriate line item, Community Fund Donations, and that Council also direct the Interim Manager through the appropriate department to work closely with the Senior Center to acquire bids to complete the discussed project as soon as possible, and to also seek donations from possible sponsors.

Manager Smith outlined the status of the improvements and ADA requirements, particularly the urgent need for roof repairs. Smith suggested that the Town donate sufficient funds now to the Center for the roof repairs and when the environmental study is completed the ADA improvements can be made. The Council discussed moving an amount from the General Fund to cover the cost of the roof at this time, and that donations be solicited from possible sponsors to help offset that expense.

PUBLIC INPUT

(Comments from the following individual are summarized.)

Arlene Chronis, First Vice President at the Senior Center, thanked Debbie Barber, Mayor Gioia and all the Council members for their efforts through the years, and assured the Council that the Center will do its best to mind the money being donated to benefit the Center.

There was no further public input.

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

Eric Schweizer voiced a complaint about lack of maintenance of the bicycle lanes, suggested that public restrooms be available on weekends as well, and urged the members to reduce the number of pigs allowed and to ban breeding activities in a residential area when the subject of regulation of swine comes up for consideration. *(Mr. Schweizer was invited to discuss his concerns regarding the restrooms and bike lanes with staff or Council either following the meeting, or at a later date.)*

There was no further public input.

12. **Advanced Approvals of Town Expenditures**

a) **There are no advanced approvals.**

There were no advanced approvals.

13. **Manager/Staff Report**

There was no Manager/Staff Report.

14. **Council Informational Reports**

Parry described his visit to a small town in Ohio and conversation with an employee of the local Chamber of Commerce who was dressed in a period costume and situated in the middle of town, available to entertain tourists and recommend local tours; Parry suggested that would be a great idea for Camp Verde.

Elmer said he will be attending a Chamber of Commerce meeting tomorrow; also, All Star Baseball is starting, and will be held in Williams, Cottonwood and Prescott; perhaps one day one of those tournaments will be hosted in Camp Verde.

Hauser said she spent today in Prescott at the Upper Verde Coalition meeting; they tried for three hours to discredit the USGS studies that have been done. Hauser & Hauser Farms has now been requested to stop watering crops on the parts of the land that has been bought by Prescott and Chino Valley.

Gioia added that \$30,000 has also been spent trying to discredit the USGS studies. Gioia commended staff for their work on pursuing opportunities for recycling, and commented on some of the receptacles that have been installed around the Town property. Gioia also reported on the efforts being made on Verde Lakes Water Company moving from a private entity to a public one.

Smith outlined plans for looking at holding a Mule Parade, together with the Antique Tractors group, to kick off the annual Mule Show & Pioneer Days event. Out of Africa may also want to participate.

15. **Adjournment**

On a motion by Hauser, seconded by Smith, the meeting was adjourned at 8:10 p.m.

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 27th day of June 2007. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2007.

Debbie Barber, Town Clerk

**MINUTES
REGULAR SESSION
MAYOR AND COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
WEDNESDAY, JUNE 20, 2007
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**

Vice Mayor Hauser, Councilors Smith, Garrison, Kovacovich and Elmer were present; Mayor Gioia and Councilor Parry were absent.

Also Present: Interim Town Manager Dave Smith, Finance Director Dane Bullard, Parks & Recreation Director Lynda Moore, Town Clerk Debbie Barber, and Recording Secretary Margaret Harper.

3. **Pledge of Allegiance**

The Pledge was led by Elmer.

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) June 7, 2007 – Special Session
- 2) June 6, 2007 – Regular Session

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

- 1) Council Hears Planning & Zoning – June 27, 2007 at 6:30 p.m.
- 2) Regular Session – July 4, 2007 at 6:30 p.m. – **CANCELLED**
- 3) Special Session (to replace the 7-4-07 Regular Session) – July 11, 2007 at 6:30 p.m.
- 3) Regular Session – July 18, 2007 at 6:30 p.m.
- 4) Council Hears Planning & Zoning – July 25, 2007 at 6:30 p.m.

c) **Discussion, consideration, and possible approval of the engagement agreement with Squire, Sanders, & Dempsey, L.L.P. to represent the Town of Camp Verde in connection with its Intergovernmental Agreement with the Camp Verde Sanitary District relating to the District's financing of improvements to its wastewater treatment systems.**

On a motion by Smith, seconded by Kovacovich, the Consent Agenda was unanimously approved as presented, with Item c) pulled for discussion.

Councilor Garrison requested that Item c) be pulled for further consideration, objecting to the absence of referenced information that she felt was necessary in order for her to make an informed decision in order to sign the proposed agreement indicated by the engagement letter. Finance Director Bullard explained that typical "boilerplate" language had been used in the letter, that the referenced lengthy document had been attached to the original letter but copies had not been distributed, and that the Town Attorney had reviewed and approved the entire document. Bullard added that he would provide copies of the attachment for all the Council members to review; all cost for the proposed Bond Counsel will be paid for by the Sanitary District. Bullard also noted that the agenda item requested approval for either the Town Manager or the Finance Director to sign the agreement. Garrison also questioned whether hiring procedures were being adhered to in compliance with the terms of the IGA. Bullard said that any issues of concern will be addressed at the time the draft Operating Agreement is brought before the Council for discussion. Town Manager Smith will follow up with the Sanitary District to clarify whether they

have already hired somebody.

4.c) Discussion, consideration, and possible approval of the engagement agreement with Squire, Sanders, & Dempsey, L.L.P. to represent the Town of Camp Verde in connection with its Intergovernmental Agreement with the Camp Verde Sanitary District relating to the District's financing of improvements to its wastewater treatment systems.

On a motion by Smith, seconded by Kovacovich, the Council voted 4-1 to approve the engagement agreement with Squire, Sanders, & Dempsey, L.L.P. to represent the Town of Camp Verde in connection with its Intergovernmental Agreement with the Camp Verde Sanitary District relating to the District's financing of improvements to its wastewater treatment systems; **with a 'no' vote by Garrison.**

There was no public input.

5. Call to the Public for Items not on the Agenda.

Norma Garrison proposed that a line item be added to the Agenda to provide for a request for an agenda item, especially so that all Council members would be aware of her requests for any future agenda items *Hauser suggested that Item 12, Council Informational Reports, already provides for requesting future agenda items.*

There was no further public input.

6. Presentation by Gene Sawyer of Sun Systems on Pool Solar Heating and Solar Blankets for Camp Verde Heritage Pool.

There was no action taken.

Gene Sawyer of Sun Systems outlined the background of his company and reviewed in detail two options for installing pool solar equipment and solar blankets as cost-saving measures, as well as service and maintenance costs, for the Town to consider. Costs of Options 1 and 2 were \$40,266 to \$18,003, respectively, plus \$18,066 for each solar blanket. The Council discussed with Sawyer several issues, including saving operating costs, warranties, life expectancy of equipment, and service and maintenance.

Mr. Sawyer added that he would get together with staff, further review the area available for the equipment, and if a reduction in the area was requested, he would adjust the cost of the proposed contract accordingly.

There was no public input.

7. Parks & Recreation Director's report and discussion of the Summer Program.

There was no action taken.

Parks & Recreation Director Moore said that the Summer Program is scheduled to begin Monday, June 25th. The intent is to keep the cost inexpensive, \$40 per child and \$30 for second child. No child will be turned away for lack of money, but will be able to attend on a scholarship. Moore outlined some of the planned activities that will be offered during the 4-week program which she believes will cost the Town a total of approximately \$7380; it is hoped that the program next year will be increased to two sessions.

PUBLIC INPUT

Tom Nielson thanked the Council for appointing him to the Library Commission and invited all members to attend the meeting tomorrow night.

There was no further public input.

8. **Discussion, consideration, and possible determination of the LTAF contribution to be made to the Missoula Children's Theater and/or the Town's Walking History Tour.**
On a motion by Smith, seconded by Kovacovich, the Council unanimously approved the LTAF contribution to be made to the Missoula Children's Theater in the form of matching their gate receipts, with any leftover funds to go to the Town Walking History Tour.

Finance Director Bullard reviewed the background of past decisions made regarding the LTAF funds that are typically received from the State Lottery in the approximate amount of \$50,000 to \$55,000 per year to be used on street-related expenses. Statutes allow towns and cities to use 10% of that amount for educational, historical or recreational type activities, to be matched with non-public funds. For approximately the last decade those funds have been used for the Missoula Children's Theater, basically matching their admission fees. Mayor Gioia has suggested using a portion of the LTAF funds to pay for some of the costs of the Walking History Tour. The members generally agreed that the first priority would be for the Children's Theater and the children.

PUBLIC INPUT

Robin Whatley described her longtime involvement with the Children's Theater, and her observation regarding the public support for the Theater contributing to its successful program. Ms. Whatley added her thanks for the Council supporting the Theater.

There was no further public input.

9. **Call to the Public for Items not on the Agenda.**
Howard Parrish said that he has noticed that the Cowboy Corner is now worse than it ever was.

There was no further public input.

10. **Advanced Approvals of Town Expenditures**
a) **There are no advanced approvals.**
There were no advanced approvals.

11. **Manager/Staff Report**

Town Manager Smith reported that he had attended the Yavapai County Local Drought Impact Group with Ron Smith and Bob Kovacovich and that the information was very interesting. The Group operates through the Office of Emergency Management to plan and identify ways to help make it through the drought.

Moore reminded everyone of the Independence Day celebration to be held at Butler Park on July 4th from 5:00 p.m. to 10:00 p.m.; as usual, the Council members are invited out to serve watermelon to the community, and to also possibly judge the scheduled Redneck Olympics that evening. Moore also said that a member of the Yavapai-Apache Nation is returning from a two-year tour of Iraq and there will be a procession down Main Street out to the Tribe this Sunday; everyone is urged to show up on Main Street for a public homecoming welcome.

12. **Council Informational Reports**

Elmer highlighted what he had learned from attending the two-day seminar at ASU for newly elected officials, including "staying out of hot water," and the importance of maintaining good communication with the Town Manager and the department heads.

Smith went to the Housing meeting held last Wednesday in Phoenix with the Drachman Institute that featured five scenarios regarding the proposed development of the Cliffs 5-acre site.

Garrison thanked staff for their help. Garrison then detailed the Yavapai-Apache Police Department's three-day conference on the issue of the destructive problem of Meth, commending the Nation for their positive steps being taken to "declare war" and attack that serious problem

affecting their people. Garrison suggested that the Council send the Nation a letter of appreciation for their community involvement in the Meth issue. Garrison also reported on her attendance at the ASU training seminar, and her research there regarding a proposed audit. Garrison added that the Town Attorney did a great job at that seminar.

Kovacovich said that about 40 people had attended the Drought Impact meeting; some positive things are being done. Kovacovich also commented on the ribbon-cutting ceremony at the Northeast Industries business, and the contribution to the economy being made by Sam Boyles.

Hauser reminded everyone about the USGS presentation tomorrow night at the Multipurpose Complex at 7:00 p.m. Hauser also outlined information from the WAC meeting of today, and concern about planned development in Chino Valley and related water issues.

13. **Adjournment**

On a motion by Smith, seconded by Kovacovich, the meeting was adjourned at 7:38 p.m.

Tony Gioia, 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 20th day of June 2007. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2007.

Debbie Barber, Town Clerk

TOWN OF CAMP VERDE
Council Agenda Action Form

Meeting Type: Special

Meeting Date: July 11, 2007

Consent: **Executive Session/Confidential:** Type(s) of Presentation: Visual

AGENDA TITLE: (Be Exact): Possible acceptance of the quarterly report for the Housing Commission.

PURPOSE AND BACKGROUND INFORMATION: Town Code requires each Commission to give a quarterly report to Council

STAFF RECOMMENDATION(S): None

LIST ALL ATTACHMENTS: Quarterly Report from Chairperson Jeremy Bach

Type of Document Needing Approval (Check all that apply):

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Acceptance/Approval | <input type="checkbox"/> Agreement/Contract | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Final Plat | <input type="checkbox"/> Grant Submission | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Liquor/Bingo Application | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Preliminary Plat |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Resolution | <input type="checkbox"/> Special Consideration |
| <input type="checkbox"/> Special/Temp Use Permit | <input type="checkbox"/> Other: | <input type="checkbox"/> Presentation/Report Only |

Finance Director Review

Budgeted/Amount N/A \$NA

Comments: N/A

Fund:

Line Item/:

Submitting Department: Housing

Contact Person: Matt Morris

Town Manager/Designee: _____

Please Note: You are responsible for checking out, setting up, and returning all special equipment to the Clerk's Office.

Housing Commission
Quarterly Report
April, May and June
2007

Mission Statement

The Town of Camp Verde Housing Commission will strive to maintain and foster an environment where a variety of decent, safe and sanitary, and affordable housing opportunities are available for all age groups and socio-economic levels.

The Town Council appointed the Housing Commission December 21, 2005. The members of the Commission are:

Chairperson	Jeremy Bach
Vice Chair	Norma Garrison
Commissioner	Bill Carter
Commissioner	Ann Everett
Commissioner	Dave Freeman
Commissioner	John McReynolds
Commissioner	Sharon Roddan
Commissioner	Linda Buchanan

The Commissions regular meetings are the third Tuesday of each month at 4:00 p.m. in room 106.

April

- Drafting of letter to notify potential developers of Town's goals in providing attainable housing and to request voluntary participation by the developer to help the Town meet its housing goal – Commission voted unanimously to recommend that Council approve a letter.
- Housing director Morris suggested that commercial projects be included as well as residential projects.
- Buchanan will prepare and forward to Morris a copy of the revised letter.
- Join Work Session to be held on a quarterly basis, Rooms 206-207 on May 29th At 6:00 PM.
- Three individuals to be selected from Linda Buchanan, Jeremy Bach, David Freeman, John McReynold, Ann Everett, Sharon Roddan and Norma Garrison to be selected in descending order for Camp Verde Home Rehabilitation Program Loan Committee.
- A hybrid version of scenarios presented will be developed for the Cliffs Parkway Home Site. There will be follow-up meeting in June with the Drachman Institue. Drachman Institute will bring refined design to the next public meeting, possibly late June or early July
- Members Buchanan and Freeman plan to finalize the Employer/Employee questionnaires for the commission review and approval.
- Freeman said Basha's has a program where shoppers can become affiliated with the Camp Verde Cowboy 4-H Club.

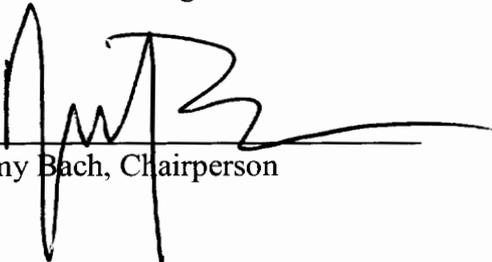
- Morris said that a meeting with Habitat for Humanity was scheduled for May 1st at 5:00 p.m. in the Parks & rec. conference room. Next meeting on the Affordable Housing Institute will be next week.

May

- Housing Commission (Chairman Bach) - Establishing procedures, Owner-Occupied Housing Rehabilitation Program, HOME Grant for four individual home rehabilitations, Cliffs Parkway Home Site, and participation of Camp Verde as one of seven communities participating in the 2007 Arizona Affordable Housing Institute.
- Library Commission (Commissioner Long) - Public vote for park and library denied, evaluation of seven sites with parking and funding considerations.
- Parks & Recreation Commission (Commissioner Mason) - Black Bridge Park, Large Community Park at old dirt airstrip, and Envirozeum/trails at Simonton Ranch Subdivision
- Planning & Zoning Commission (Vice Chairperson Freeman) – General Plan Amendments, Rezoning, Use Permits, Plat Review for Subdivisions, Code Revisions and Smart Growth.
- Trails & Pathways Commission (Vice Chairperson Reddell) – 201 miles of trails, General Plan-Transportation, trail head development, Mail Trail.
- Commissions want future joint meetings on a quarterly basis.

June

- The meeting was canceled due to lack of a quorum.



Jeremy Bach, Chairperson

TOWN OF CAMP VERDE
Council Agenda Action Form

Meeting Type: Special

Meeting Date: July 11, 2007

Consent: **Executive Session/Confidential:** Type(s) of Presentation: Verbal Only

AGENDA TITLE: (Be Exact): Discussion, consideration and possible selection of a member to fill the vacancy on the Parks & Recreation Commission. This term expires September 2007.

PURPOSE AND BACKGROUND INFORMATION: Staff has been advertising since June for this position.

STAFF RECOMMENDATION(S): None

LIST ALL ATTACHMENTS: Letter of interest from Robin Whatley.

Type of Document Needing Approval (Check all that apply):

- | | | |
|---|---|--|
| <input type="checkbox"/> Acceptance/Approval | <input type="checkbox"/> Agreement/Contract | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Final Plat | <input type="checkbox"/> Grant Submission | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Liquor/Bingo Application | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Preliminary Plat |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Resolution | <input type="checkbox"/> Special Consideration |
| <input type="checkbox"/> Special/Temp Use Permit | <input type="checkbox"/> Other: | <input type="checkbox"/> Presentation/Report Only |

Finance Director Review

Budgeted/Amount N/A \$NA

Comments: N/A

Fund:

Line Item/:

Submitting Department: Parks & Recreation

Contact Person: Lynda Moore

Town Manager/Designee: _____

Please Note: You are responsible for checking out, setting up, and returning all special equipment to the Clerk's Office.

TOWN OF CAMP VERDE
473 S. MAIN STREET SUITE 102
CAMP VERDE, AZ 86322
PHONE: (928)567-6631

COMMISSION/COMMITTEE/BOARD INTEREST FORM

NAME: Robino Whatley
PHYSICAL ADDRESS: 223 Blackbridge Road
MAILING ADDRESS: - Same -
PHONE (HOME): 928-567-3101 (WORK): 634-2144 e-mail rcwhatley@msn.com

**WHICH COMMISSION/COMMITTEE/BOARD ARE YOU INTERESTED IN?
(ONE FORM FOR EACH COMMISSION/COMMITTEE/BOARD)**

- | | | | |
|--------------------------|-----------------------------|-------------------------------------|--|
| <input type="checkbox"/> | ADOT ADVISORY COMMITTEE | <input type="checkbox"/> | EQUESTRIAN ARENA FACILITY COMMITTEE |
| <input type="checkbox"/> | BOARD OF ADJUSTMENTS | <input type="checkbox"/> | LIBRARY ADVISORY COMMISSION |
| <input type="checkbox"/> | BOARD OF APPEALS | <input checked="" type="checkbox"/> | PARKS AND RECREATION COMMISSION |
| <input type="checkbox"/> | TRAILS & PATHWAYS COMMITTEE | <input type="checkbox"/> | PLANNING AND ZONING COMMISSION |
| <input type="checkbox"/> | HOUSING COMMITTEE | <input type="checkbox"/> | TOWN COUNCIL (vacancy in middle of term) |

PLEASE ANSWER THE FOLLOWING QUESTIONS
(Attach additional sheet if necessary)

1. Why do you want to serve on this commission? For years my children and I have enjoyed the activities that Parks n' Rec has provided. Now I feel it is time to give back and help to provide these services to other citizens. Having become somewhat involved in the town, I realize that these events and activities require the time and effort of town staff and volunteers.

2. Tell us about yourself. How long have you lived in the area, your experience, your interest in the community. Any general information you feel pertinent. I am a native Arizonian and have lived in Camp Verde for the past 22 years. I and my children have been regular patrons of town events and activities. I support the festivals and activities the town sponsors. It is these events and activities that set us apart from other towns in the Verde Valley.

3. What experience and/or knowledge do you have that makes you uniquely qualified to serve on this commission?

My strongest quality in serving on this commission is the fact that I love my community. Camp Verde has been my home for the last twenty plus years and will be for the rest of my life. I would like to volunteer my time in making Camp Verde the best it can be.

4. What do you believe the duties of this commission are and how much time do you expect to spend accomplishing these tasks? I believe the duties involve making recommendations
to ^{the} town council regarding concerns and ideas relating to the
commission. Other duties might include assisting the Parks n' Rec.
department in organizing and running town events. I would
be available to the commission anytime except work hours.

5. (Answer only if you are applying for Planning & Zoning Commission) Have you read the Camp Verde General Plan? How does the General Plan relate to decisions you will be making as a commissioner? What do you think of the General Plan as it is now and where do you see it going in the future? _____

SIGNATURE: Robin Whitley DATE: May 29, 2007

FOR OFFICE USE ONLY

DATE CONTACTED & INVITED TO APPEAR BEFORE COUNCIL _____
STAFF CONTACTING INDIVIDUAL _____
DATE APPEARED BEFORE COUNCIL _____
DATE APPOINTED _____

Note: Interest forms will be held for a period of six months and reviewed as openings occur.

TOWN OF CAMP VERDE
Council Agenda Action Form

Meeting Type: Special

Meeting Date: July 11, 2007

Consent: **Executive Session/Confidential:** Type(s) of Presentation: Verbal Only

AGENDA TITLE: (Be Exact): Discussion, consideration and possible selection of a member to fill the vacancy on the Housing Commission. This term expires September 2009.

PURPOSE AND BACKGROUND INFORMATION: Staff has been advertising since June for this position.

STAFF RECOMMENDATION(S): None

LIST ALL ATTACHMENTS: Letter of interest from Jackie Baker.

Type of Document Needing Approval (Check all that apply):

- | | | |
|---|---|--|
| <input type="checkbox"/> Acceptance/Approval | <input type="checkbox"/> Agreement/Contract | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Final Plat | <input type="checkbox"/> Grant Submission | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Liquor/Bingo Application | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Preliminary Plat |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Resolution | <input type="checkbox"/> Special Consideration |
| <input type="checkbox"/> Special/Temp Use Permit | <input type="checkbox"/> Other: | <input type="checkbox"/> Presentation/Report Only |

Finance Director Review

Budgeted/Amount N/A \$NA

Comments: N/A

Fund:

Line Item/:

Submitting Department: Housing

Contact Person: Matt Morris

Town Manager/Designee: _____

Please Note: You are responsible for checking out, setting up, and returning all special equipment to the Clerk's Office.

TOWN OF CAMP VERDE
PO BOX 710
CAMP VERDE, AZ 86322
PHONE: (928) 567-6631

COMMISSION/COMMITTEE/BOARD INTEREST FORM

NAME: Jackie Baker
PHYSICAL ADDRESS: 1432 N. Powderhorn Road
MAILING ADDRESS: 1432 N. Powderhorn Road
PHONE (HOME) : 567-4279 :e-mail

**WHICH COMMISSION/COMMITTEE/BOARD ARE YOU INTERESTED IN?
(ONE FORM FOR EACH COMMISSION/COMMITTEE/BOARD)**

- | | | | |
|-------------------------------------|------------------------------|--------------------------|--|
| <input type="checkbox"/> | DESIGN REVIEW | <input type="checkbox"/> | EQUESTRIAN FACILITY COMMITTEE |
| <input type="checkbox"/> | BOARD OF ADJUSTMENTS | <input type="checkbox"/> | LIBRARY ADVISORY COMMISSION |
| <input type="checkbox"/> | BOARD OF APPEALS | <input type="checkbox"/> | PARKS AND RECREATION COMMISSION |
| <input type="checkbox"/> | TRAILS & PATHWAYS COMMISSION | <input type="checkbox"/> | PLANNING AND ZONING COMMISSION |
| <input checked="" type="checkbox"/> | HOUSING COMMITTEE | <input type="checkbox"/> | TOWN COUNCIL (vacancy in middle of term) |

PLEASE ANSWER THE FOLLOWING QUESTIONS
(Attach additional sheet if necessary)

1. Why do you want to serve on this commission? *The availability of affordable/attainable housing is a vital component of a community's economic viability and its sustainability. As a Council member, I was a strong proponent of developing the town's housing programs and the housing department.*

2. Tell us about yourself. How long have you lived in the area, your experience, your interest in the community. Any general information you believe pertinent. *I have been a permanent resident for 21 yrs and a visitor since the early 1960s when my parents moved here. I have 4 generations that are all very proud to call Camp Verde home. I served two terms as a Council member, one year as Vice Mayor, the executive board of NACOG and the Risk pool.*

3. What experience and/or knowledge do you have that makes you uniquely qualified to serve on this commission?

As a Council member, I remained committed to the housing efforts, never missing one Gov Conference or Rural Development, which focuses on housing efforts throughout the state. I was the only Council member that participated in these conferences. I never missed an opportunity to discuss our housing needs with regional, County, and state officials. I'm very proud of the work that staff and Council have accomplished in such a short period of time!

4. What do you believe the duties of this commission are and how much time do you expect to spend accomplishing these tasks? _____

The duties are defined by the Town Code and determined by the Town's needs. A Commissioner's duty is to research, advise and make recommendations to Council.

5. (Answer only if you are applying for Planning & Zoning Commission) Have you read the Camp Verde General Plan? How does the General Plan relate to decisions you will be making as a commissioner? What do you think of the General Plan as it is now and where do you see it going in the future? _____

SIGNATURE: *Jackie Baker*

DATE: *6-7-07*

FOR OFFICE USE ONLY

DATE CONTACTED & INVITED TO APPEAR BEFORE COUNCIL _____
STAFF CONTACTING INDIVIDUAL _____
DATE APPEARED BEFORE COUNCIL _____
DATE APPOINTED _____

Note: Interest forms will be held for a period of six months and reviewed as openings occur.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington St Floor 301
Phoenix AZ 85007-2934
(602) 542-5141

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

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, 17
PERSON TRANSFER (Bars & Liquor Stores ONLY) Complete Sections 2, 3, 4, 11, 13, 15, 16, 17
LOCATION TRANSFER (Bars and Liquor Stores ONLY) Complete Sections 2, 3, 4, 12, 13, 15, 16, 17
PROBATE/WILL ASSIGNMENT/DIVORCE DECREE Complete Sections 2, 3, 4, 9, 13, 15, 17 (fee not required)
GOVERNMENT Complete Sections 2, 3, 4, 10, 13, 15, 16, 17

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 #: 10133186

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

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

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

SECTION 4 Applicant: (All applicants must complete this section)

- Applicant/Agent's Name: Mr. Hill Thomas
Corp./Partnership/L.L.C.: THOMAS LAVEDA HILL FAMILY INVESTMENTS LLC
Business Name:
Business Address:
Business Phone: Residence Phone:
Is the business located within the incorporated limits of the above city or town? YES NO
Mailing Address:
Enter the amount paid for a 06, 07, or 09 license: \$ (Price of License ONLY)

DEPARTMENT USE ONLY

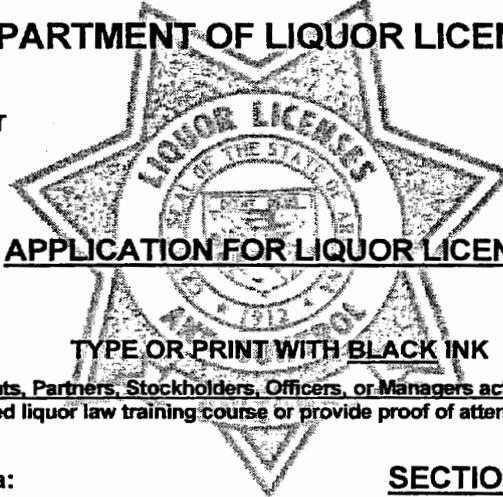
Accepted by: Date: Lic. # 10133186
Fees: Application Interim Permit Agent Change Club F. Prints \$ TOTAL

PROCESSING APPLICATIONS TAKES APPROXIMATELY 90 DAYS, AND CIRCUMSTANCES OFTEN RESULT IN A LONGER WAITING PERIOD. YOU ARE CAUTIONED REGARDING PLANS FOR A GRAND OPENING, ETC., BEFORE FINAL APPROVAL AND ISSUANCE OF THE LICENSE.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595



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 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, 17
- PERSON TRANSFER (Bars & Liquor Stores ONLY)
Complete Sections 2, 3, 4, 11, 13, 15, 16, 17
- LOCATION TRANSFER (Bars and Liquor Stores ONLY)
Complete Sections 2, 3, 4, 12, 13, 15, 16, 17
- PROBATE/WILL ASSIGNMENT/DIVORCE DECREE
Complete Sections 2, 3, 4, 9, 13, 15, 17 (fee not required)
- GOVERNMENT Complete Sections 2, 3, 4, 10, 13, 15, 16, 17

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 #: 10133186

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

Department Use Only

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

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

SECTION 4 Applicant: (All applicants must complete this section)

1. Applicant/Agent's Name: Mr. Hill Thomas DeWitt
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: Thomas Lameda Hill Investments LLC 81037515
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Cheer Creek Village Store 81009306
(Exactly as it appears on the exterior of premises)
4. Business Address: 4483 East Hiway 260 Camp Verde Yavapai 86322
(Do not use PO Box Number) City COUNTY Zip
5. Business Phone: (928) 567 5736 Residence Phone: [REDACTED]
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: 3120 Cherry Lane Camp Verde AZ 86322
City State Zip
8. Enter the amount paid for a 06, 07, or 09 license: \$ _____ (Price of License ONLY)

DEPARTMENT USE ONLY

Accepted by: <u>om</u>	Date: <u>6/1/07</u>	Lic. # <u>10133186</u>
Fees: <u>1000</u> <u>1000</u>	<u>8700</u>	\$ <u>28700</u>
Application	Interim Permit	Agent Change
Club	F. Prints	TOTAL

PROCESSING APPLICATIONS TAKES APPROXIMATELY 90 DAYS, AND CIRCUMSTANCES OFTEN RESULT IN A LONGER WAITING PERIOD.
YOU ARE CAUTIONED REGARDING PLANS FOR A GRAND OPENING, ETC., BEFORE FINAL APPROVAL AND ISSUANCE OF THE LICENSE.

07 MAY 24 11:47 AM 3 01

SECTION 5 Interim Permit:

1. If you intend to operate business while 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. 10133126
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, JOHN R. NEWMAN, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, STOCKHOLDER OR LICENSEE of the stated license and location.

foregoing application

X JOHN R. NEWMAN
 JOHN R. NEWMAN
 MARICOPA COUNTY
 My Commission Expires
 October 12, 2010
 My commission expires on: Oct. 12, 2010

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 18 day of May, 2007
 Day Month Year

Charlotte Wilson
 (Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$29 FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Residence Address	City State Zip
Hill	Thomas	DeWitt	50%	171 So. Heidi Lane	Chino Valley AZ 86323

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

General-Limited	Last	First	Middle	% Owned	Residence Address	City State Zip
<input checked="" type="checkbox"/>	Hill	Thomas	DeWitt	50%	171 So. Heidi Lane	Chino Valley AZ 86323
<input checked="" type="checkbox"/>	Hill	Thomas	DeWitt	50%	171 So. Heidi Lane	Chino Valley AZ 86323
<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	Residence Address	City, State, Zip	Telephone#

SECTION 5 Interim Permit:

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

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

I, RICHARD, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, STOCKHOLDER OR LICENSEE of the stated license and location.

foregoing application State of _____ County of _____
 X _____ The foregoing instrument was acknowledged before me this
 (Signature)

_____ day of _____
 Day Month Year

My commission expires on: _____
 (Signature of NOTARY PUBLIC)

AMENDMENT

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$29 FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Residence Address	City State Zip

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

General-Limited	Last	First	Middle	% Owned	Residence 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	Residence Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$29 FEE FOR EACH CARD.

- CORPORATION *Complete questions 1, 2, 3, 5, 6, 7, 8* MAY 30 1997. Dept PM 4 102
- L.L.C. *Complete questions 1, 2, 4, 5, 6, 7 and attach copy of Articles of Org. and Operation Agreement.*

1. Name of Corporation/L.L.C.: _____
(Exactly as it appears on Articles of Inc. or Articles of Org.)
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 If yes, give IRS tax exempt number: _____
6. List all directors, / officers, controlling stockholders or members in Corporation/L.L.C.:

Last	First	Middle	Title	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders or controlling members owning 10% or more:

Last	First	Middle	% Owned	Residence Address	City State Zip
Hill	FAMILY	TRUST	100%	[REDACTED]	[REDACTED]
Hill	THOMAS	Dewitt	TRUSTEE 50%	[REDACTED]	[REDACTED]
Hill	LaVEDA	Lucille	TRUSTEE 50%	[REDACTED]	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach an ownership, and director/officer/members disclosure for the parent entity. Attach additional sheets as necessary in order to disclose real people.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$29 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 If tax exempt, give IRS tax exempt number: _____
3. List officer and directors:

Last	First	Middle	Title	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$29 FEE FOR EACH CARD.

- CORPORATION Complete questions 1, 2, 3, 5, 6, 7, 8.
- L.L.C. Complete questions 1, 2, 4, 5, 6, 7 and attach copy of Articles of Org. and Operation Agreement.

1. Name of Corporation/L.L.C.: THOMAS LAVERDA HILL FAMILY INVESTMENTS LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
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: L-13487994 Date authorized to do business in AZ: _____
5. Is Corp./L.L.C. non-profit? YES NO If yes, give IRS tax exempt number: _____
6. List all directors, / officers, controlling stockholders or members in Corporation/L.L.C.:

Last	First	Middle	Title	Residence Address	City State Zip
Hill	FAMILY	TRUST	MEMBER		
	THOMAS	Dewitt	Trustee		
	LAVERDA	Lucille	Trustee		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders or controlling members owning 10% or more:

Last	First	Middle	% Owned	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach an ownership, and director/officer/members disclosure for the parent entity. Attach additional sheets as necessary in order to disclose real people.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$29 FEE FOR EACH CARD.

AMENDMENT

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 If tax exempt, give IRS tax exempt number: _____
3. List officer and directors:

Last	First	Middle	Title	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$29 FEE FOR EACH CARD.

- CORPORATION Complete questions 1, 2, 3, 5, 6, 7, 8. *07 MAY 24 Liq. Dept PM 3:01
 L.L.C. Complete questions 1, 2, 4, 5, 6, 7 and attach copy of Articles of Org. and Operation Agreement.

1. Name of Corporation/L.L.C.: Thomas Lallada Hill Investments
 (Exactly as it appears on Articles of Inc. or Articles of Org.)
2. Date Incorporated/Organized: 3-15-07 State where Incorporated/Organized: Arizona
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: 3-15-07
5. Is Corp./L.L.C. non-profit? YES NO If yes, give IRS tax exempt number: _____
6. List all directors, / officers, controlling stockholders or members in Corporation/L.L.C.:

Last	First	Middle	Title	Residence Address	City State Zip
Hill	Thomas	DeWitt	owner	[REDACTED]	86323
Hill	Lallada	Lucille	owner	[REDACTED]	86323
Hill	Preston	Thomas	manager	[REDACTED]	
Hill	Rehem	Alcantra	General manager	[REDACTED]	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders or controlling members owning 10% or more:

Last	First	Middle	% Owned	Residence Address	City State Zip
Hill	Thomas	DeWitt	50%	[REDACTED]	
Hill	Lallada	Lucille	50%	[REDACTED]	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach an ownership, and director/officer/members disclosure for the parent entity. Attach additional sheets as necessary in order to disclose real people.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$29 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 If tax exempt, give IRS tax exempt number: _____
3. List officer and directors:

Last	First	Middle	Title	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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. Person to administer this license: _____
Last First Middle
2. Assignee's Name: _____
Last First Middle

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).

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. Current Business Address: _____
Street _____
City, State, Zip _____
5. License Type: _____ License Number: _____ Last Renewal Date: _____
6. Current Mailing Address: _____
(Other than business) Street _____
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, attach fee, and current license to this application.
9. I hereby relinquish my rights to the above described license to the applicant named in this application and hereby declare that the statements made in this section are true, correct and complete.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER,
(Print full name)
PARTNER, STOCKHOLDER or LICENSEE of the stated license. I have read this section foregoing questionnaire and the contents and 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)

*07 MAY 30 L19r. Dept PM 4 02

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 AMENDMENT
2. New Business: Name _____
 (Do not use PO Box Number) Address _____
3. License Type: _____ License Number: _____ Last Renewal Date: _____
4. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: _____ ft. Name of school: _____
 (Regardless of distance) Address _____
2. Distance to nearest church: 6 miles ft. Name of church: CAMP VERDE CHRISTIAN CHURCH
 (Regardless of distance) Address 621 E HOWARDS RD. C.V., AZ 86322
3. I am the: LESSEE SUBLESSEE OWNER PURCHASER (of premises)
4. If the premises is leased give lessors: Name NEWMAN RENTALS
 Address 1301 E ROWLANDS LN
PHOENIX AZ 85022
- 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 of the applicant for this license/location excluding lease? \$ 0 No Debt

Does any one creditor represent more than 10% of that sum? YES NO If yes, list below. Total must equal 100%.

Last	First	Middle	% Owed	Residence Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for? (BE SPECIFIC) _____
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 # 10133126 (Exactly as it appears on license) Name JOHN RICHARD NEWMAN

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

07 MAY 24 Liq. Dept PM 3 02

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 _____
(Do not use PO Box Number) Address _____
3. License Type: _____ License Number: _____ Last Renewal Date: _____
4. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: 10 miles Name of school: Camp Verde High School
(Regardless of distance) Address: 1326 MONTEZUMA CASTLE Rd
Camp Verde AZ 86322
2. Distance to nearest church: 6 miles Name of church: _____
(Regardless of distance) Address _____
3. I am the: LESSEE SUBLESSEE OWNER PURCHASER (of premises)
4. If the premises is leased give lessors: Name Newman Rentals
Address _____
- 4a. Monthly rental/lease rate \$ 1,250 What is the remaining length of the lease? 4 yrs. 11 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ 73,750 or other _____
(give details - attach additional sheet if necessary)
5. What is the total business indebtedness of the applicant for this license/location excluding lease? \$ _____

Does any one creditor represent more than 10% of that sum? YES NO If yes, list below. Total must equal 100%.

Last	First	Middle	% Owed	Residence Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for? (BE SPECIFIC) Convenience Store w/ Beer & Wine
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 # _____ (Exactly as it appears on license) Name _____

SECTION 14 Restaurant, or Hotel-Motel Applicants:

1. Is there a valid restaurant or hotel-motel liquor license at the proposed location? YES NO If yes, give licensee's 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. Section 4-203.01; and complete Section 5 of this application.

3. All restaurant applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor.

4. Do you understand that 40% of your gross revenue must be from food sales? YES NO

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

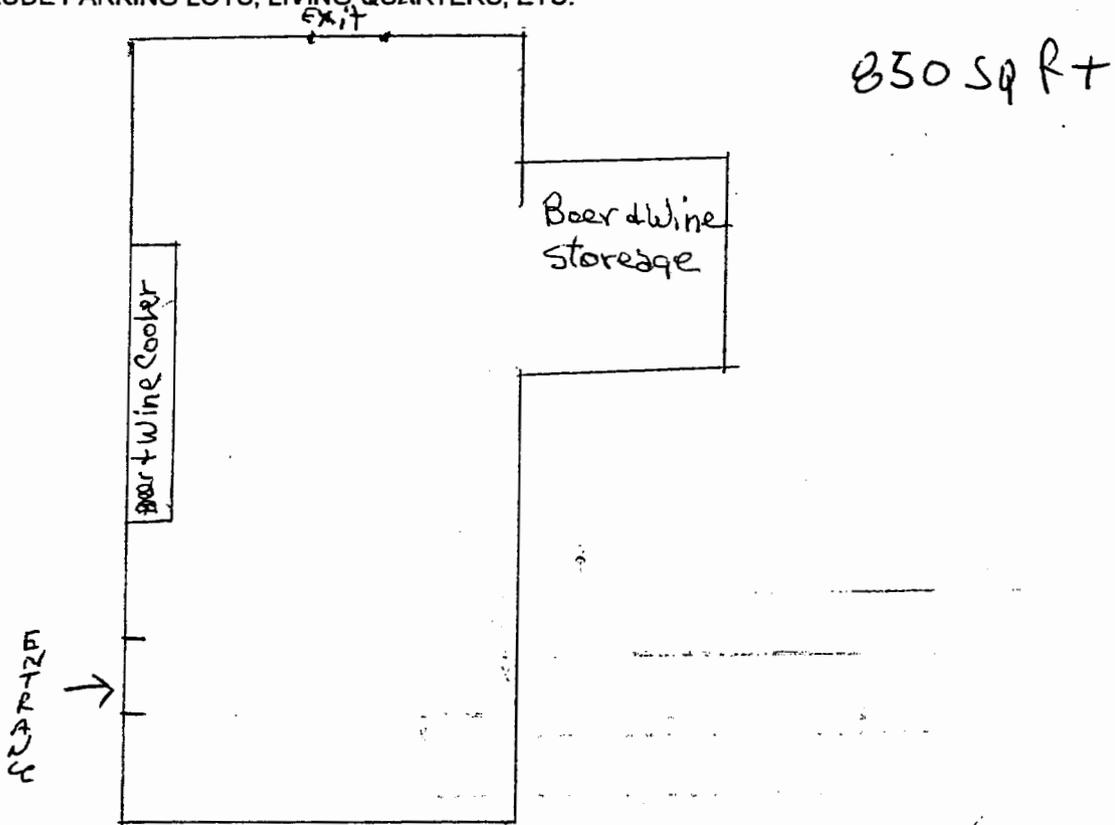
1. Check ALL boxes that apply to your licensed premises:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Entrances/Exits | <input checked="" type="checkbox"/> Liquor storage areas |
| <input type="checkbox"/> Drive-in windows | <input type="checkbox"/> Patio enclosures |
| <input type="checkbox"/> Service windows | <input type="checkbox"/> Under construction: estimated completion date _____ |

2. Restaurants and Hotel/Motel applicants must explicitly depict kitchen equipment and dining facilities.

3. The diagram below is the only area where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored. Give the square footage or outside dimensions of the licensed premises.

DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.



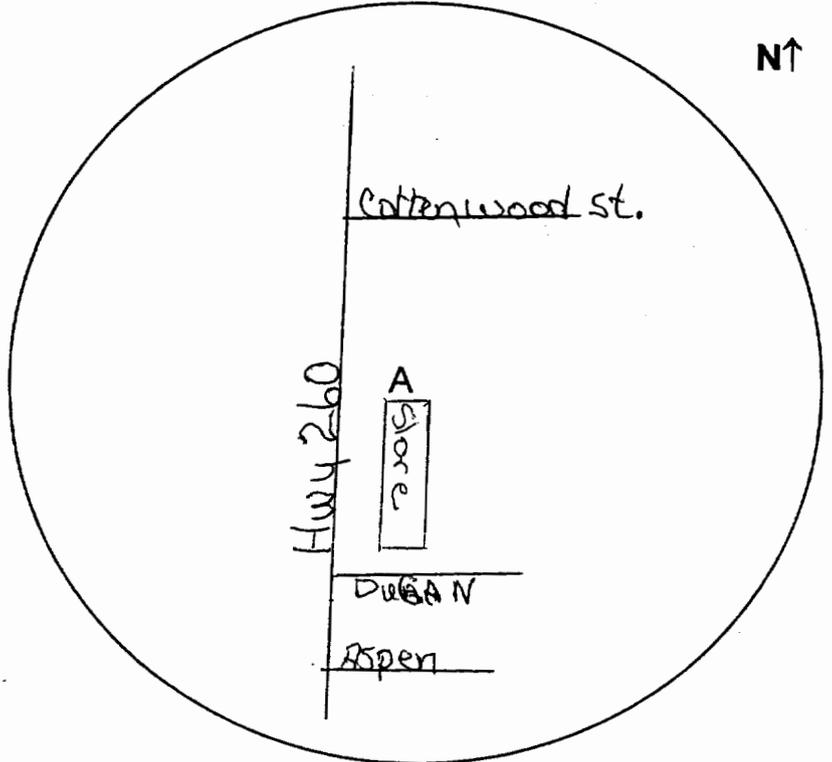
YOU MUST NOTIFY THE DEPARTMENT OF LIQUOR OF ANY CHANGES OF BOUNDARIES, ENTRANCES, EXITS, OR SERVICE WINDOWS MADE AFTER SUBMISSION OF THIS DIAGRAM.

SECTION 16 Geographical Data: A SAMPLE FOR THIS SECTION IS PROVIDED ON THE BACK OF THIS PAGE.

List below the exact names of all churches, schools, and spirituous liquor outlets within a one mile radius of your proposed location. Ref. A.R.S. 4-201 (B)

07 MAY 24 Liq. Dept PM 3:00

1. NONE
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____



(ATTACH ADDITIONAL SHEET IF NECESSARY)

A = Your business name and identify cross streets.

SECTION 17 Signature Block:

I, Thomas DeWitt Hill, declare that: 1) I am the APPLICANT (Owner, Agent, Partner, Stockholder (10% or more), Member, Officer (10% or more ownership), or Club Member making this application; 2) I have read the application and the contents and all statements are true, correct and complete; 3) that this application is not being made to defraud or injure any creditor, taxing authority, regulatory authority, or transferor; 4) that no other person, firm, or corporation, except as indicated, has an interest in the spirituous liquor license for which these statements are made; and 5) that to the best of my knowledge and belief, none of the owners, partners, members, officers, directors or stockholders listed have been convicted of a felony in the past five (5) years.

X Thomas DeWitt Hill State of AZ County of Maricopa
 (Signature) PEGGIE SIFRIT Notary Public - Arizona
 The foregoing instrument was acknowledged before me this 18 day of May 2007
 My Commission Expires JANUARY 28, 2009 Month Year
Peggy Sifrit
 (Signature of NOTARY PUBLIC)

My commission expires on: _____

SAMPLE GEOGRAPHICAL DATA

In the area adjacent to the map provided below indicates your proposed location and the exact names Of all churches, schools, and alcoholic beverage outlets within a 1 mile radius of your proposed location. Ref. A.R.S. 4-201 (B) (See example below)

A = Applicant Series 12

01 Pink Elephants Series 06

02 Mama's Rest. Series 12

03 Corner Liquors Series 09

04 Joe's Groceries Series 10

05 Lions Club Series 14

06 Burgers R Us Series 07

07 Pizza Perfect Series 07

08 Billy Bobs Bar Series 06

09 St. Anthony's Church

10 St. Anthony's School

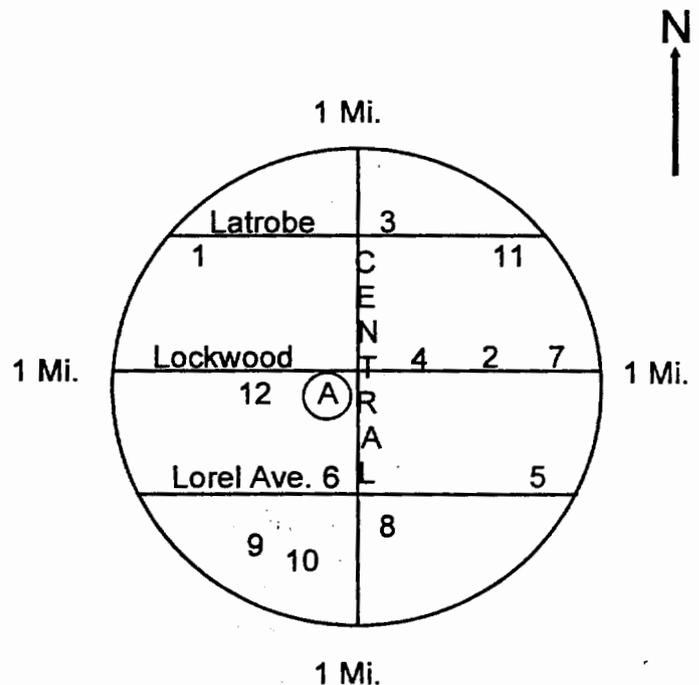
11 Burbank Middle School

12 First United Baptist Church

13 _____

14 _____

15 _____



A.R.S. Section 4-207.A reads as follows:

A. No retailers 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 any of grades one(1) through twelve(12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

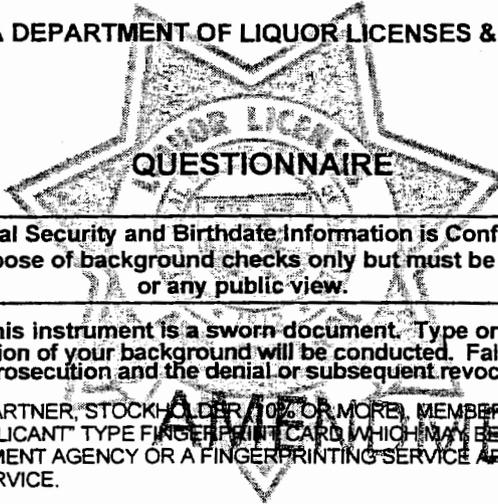
B. Subsection A of this section does not apply to a:

1. Restaurant issued a license pursuant to section 4-205.02
2. Special event license issued pursuant to section 4-203.02
3. Hotel-motel issued a license pursuant to section 4-205.01
4. Government license issued pursuant to section 4-205.03
5. Fenced playing area of a golf course issued a license pursuant to this article.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595



07 MAR 2003
Lic. Dept. REC-03

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 OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER, OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Liquor License #

10133186

(If the location is currently licensed)

Eff. 10/01/03 there is a \$29.00 processing fee for each fingerprint card submitted.

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

1. Check appropriate box →	<input type="checkbox"/> Owner	<input type="checkbox"/> Partner	<input type="checkbox"/> Stockholder	<input type="checkbox"/> Member	<input type="checkbox"/> Officer	<input type="checkbox"/> Agent	<input type="checkbox"/> Manager (Only)
	<input type="checkbox"/> Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager						<input type="checkbox"/> (Complete All Questions <u>except</u> # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: Adm THOMAS Dewitt Date of Birth: _____
Last First Middle (This Will Not Become a Part of Public Records)

3. Social Security Number: _____ Drivers License #: _____ State: _____
(This Will Not Become a Part of Public Records)

4. Place of Birth: _____ Height _____ Weight _____ Eyes: _____ Hair: _____
City State Country (not county)

5. Marital Status Single Married Divorced Widowed Residence (Home) Phone: (____) _____ - _____

6. Name of Current or Most Recent Spouse: _____ Date of Birth: _____
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: Feb 15 1981

8. Telephone number to contact you during business hours for any questions regarding this document. (____) _____ - _____

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

10. Name of Licensed Premises: _____ Premises Phone: (____) _____ - _____

11. Licensed Premises Address: _____
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 (Give street address, city, state & zip)
	CURRENT		

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↑ ↓

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

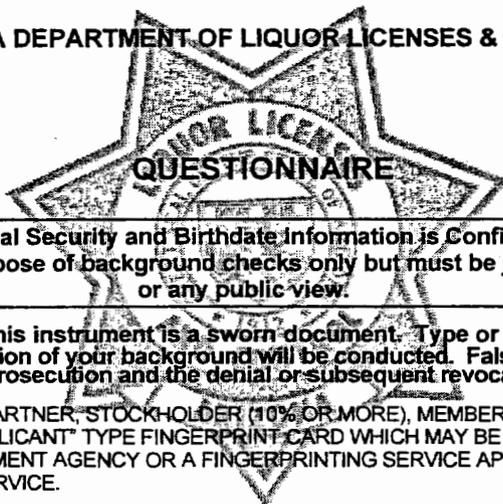
FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
	CURRENT					

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

P1055058

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

400 W Congress #521
Tucson AZ 85704-1352 00
(520) 628-6595



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 OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Liquor License #

10133186

(If the location is currently licensed)

Eff. 10/01/03 there is a \$29.00 processing fee for each fingerprint card submitted.

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

1. Check appropriate box → Owner Partner Stockholder Member Officer Agent Manager (Only)
 Other Co-owner (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager (Complete All Questions except # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: Hill Thomas DeWitt Date of Birth: [Redacted]
 Last First Middle (This Will Not Become a Part of Public Records)

3. Social Security Number: [Redacted] Drivers License #: 527 200582 State: Arizona
 (This Will Not Become a Part of Public Records)

4. Place of Birth: Miami Arizona USA Height: 5'8" Weight: 160 Eyes: Br Hair: Gray (Br)
 City State Country (not county)

5. Marital Status Single Married Divorced Widowed Residence (Home) Phone: [Redacted]

6. Name of Current or Most Recent Spouse: Hill LuVeda Lucille Brazell Date of Birth: [Redacted]
 (List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 2-81-

8. Telephone number to contact you during business hours for any questions regarding this document. (928) 636-2362

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

10. Name of Licensed Premises: ClearCreek Village Store Premises Phone: (928) 567-5736

11. Licensed Premises Address: 4483 East Highway 260 Camp Verde Yavapai 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 (Give street address, city, state & zip)
2001	CURRENT	Retired	171 S. HEIDILN CHINO VALLEY AZ: 86323

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
7-88	CURRENT	OWN	[Redacted]	[Redacted]	[Redacted]	[Redacted]

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

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the the licensed premises ? If you answered YES, how many hrs/day? 2, answer #14a below. If NO, skip to #15. YES NO
- 14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) YES NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.
15. Have you **EVER** 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)? For traffic violations, include only those that were alcohol and/or drug related. YES NO
16. Have you **EVER** been convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? For traffic violations, include only those that were alcohol and/or drug related. YES NO
17. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses PENDING against you or **ANY** entity in which you are now involved? YES NO
18. 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
19. Has anyone **EVER** filed suit or obtained a judgment against you in a civil action, the subject of which involved fraud or misrepresentation of a business, professional or liquor license? YES NO
20. Are you ~~now or have~~ **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 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) YES NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.
22. Do you make payments to the licensee? YES NO If "yes", how much? \$ _____ per month. Total debt to licensee \$ _____
23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? YES NO If "yes", attach a copy of such agreement

24. I, Thomas Delwitt Hill, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

I have read this questionnaire and the contents and all statements are true, correct and complete.

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 18th day of May, 2007
Day Month Year

Thomas Delwitt Hill (Signature)
Annette Gaston (Signature of NOTARY PUBLIC)

ANNETTE GASTON
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
October 12, 2010

My commission expires on: 12/10/2010
Day Month Year

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION Licensee or Agent Approval of Manager

25. I, (Print Licensee/Agent's Name): _____
Hereby authorize the applicant to act as manager for the named liquor license.

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

X _____ (Signature of LICENSEE/AGENT) _____ Day _____ Month _____ Year

My commission expires on: _____ Day _____ Month _____ Year (Signature of NOTARY PUBLIC)

THOMAS Dewitt HIN

4 HOURS once A week

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

- 14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the the licensed premises? If you answered YES, how many hrs/day ^{WEEK} ~~WEEKS~~, answer #14a below. YES NO
- 14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) YES NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.
- 15. Have you **EVER** 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)? For traffic violations, include only those that were alcohol and/or drug related. YES NO
- 16. Have you **EVER** been convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? For traffic violations, include only those that were alcohol and/or drug related. YES NO
- 17. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses PENDING against you or **ANY** entity in which you are how involved? YES NO
- 18. 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
- 19. Has anyone **EVER** filed suit or obtained a judgment against you in a civil action, the subject of which involved fraud or misrepresentation of a business, professional or liquor license? YES NO
- 20. 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 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

Manager Section

- 21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) YES NO
If the answer to #21 is "NO" course must be completed **BEFORE ISSUANCE** of a new license **OR APPROVAL** on an existing license.
- 22. Do you make payments to the licensee? YES NO If "yes", how much? \$ _____ per month. Total debt to licensee \$ _____
- 23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? YES NO If "yes", attach a copy of such agreement

24. I, _____, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

I have read this questionnaire and the contents and all statements are true, correct and complete.

X _____
(Signature of Applicant)
State of _____ County of _____
The foregoing instrument was acknowledged before me this _____ day of _____, _____ Year

My commission expires on: _____ Day Month Year (Signature of NOTARY PUBLIC)

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION Licensee or Agent Approval of Manager

25.I, (Print Licensee/Agent's Name): _____
Hereby authorize the applicant to act as manager for the named liquor license.
State of _____ County of _____
The foregoing instrument was acknowledged before me this _____ day of _____, _____ Year

X _____
(Signature of LICENSEE/AGENT)
My commission expires on: _____ Day Month Year (Signature of NOTARY PUBLIC)

#20

'07 MAY 24 Lique. Dept PM 3:01

I Thomas D. Hill had a Liquor License At Hackberry
Arizona at mile 80.5 on Old highway 66 in Mohave Co.
From 1982 to 1988 Hackberry General Store

5-18-07

Thomas D. Hill

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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



400 W Congress #150
Tucson, AZ 85701-1352
(520) 628-6595

CERTIFICATION OF COMPLETED ALCOHOL TRAINING PROGRAM(S)

OBTAIN ORIGINALS OF THIS FORM FROM DLLC-DO NOT PHOTOCOPY, DOCUMENT IS COMPUTER SCANNED. TYPE OR PRINT WITH BLACK INK.

ALCOHOL TRAINING PROGRAM INDIVIDUAL INFORMATION

Thomas Dewitt Hill
Individual Name (Print)

Thomas Dewitt Hill
Individual Signature

5-9-07
Date Training Completed

TYPE OF TRAINING COMPLETED TRAINER MUST CHECK YES OR NO FOR EACH TYPE

LANGUAGE OF INSTRUCTION :	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO BASIC	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO ON SALE
<input checked="" type="checkbox"/> ENGLISH <input type="checkbox"/> SPANISH	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO MANAGEMENT	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO OFF SALE
	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO BOTH	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO OTHER

IF TRAINEE IS EMPLOYED BY A LICENSEE:

NAME OF THE LICENSEE

BUSINESS NAME

LIQUOR LICENSE NUMBER

ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

ALCOHOL INDUSTRY CONSULTING

Company or Individual Name

9800 N. 75th ST.

Address

Scottsdale, AZ. 85258 480-695-4004

City

State

Zip

Phone

I Certify the above named individual has successfully completed the specified program(s).

Norman W. Perkins

Trainer Name (Print)

Norman W. Perkins

Trainer Signature

5-9-07

Date

Trainer give original of completed form to trainee, photocopy and maintain completed document for your records.

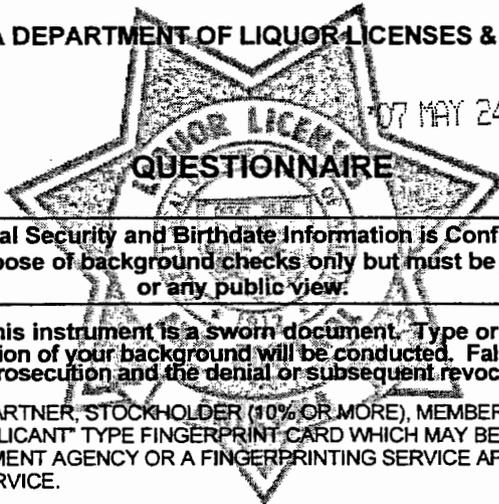
Mandatory Liquor Law Training for all new applications submitted after Nov. 1, 1997. A.R.S. Section 4-112(G)(2).
Completion of the Liquor License Training Courses is required at the issuance of a license.

The person(s) required to attend both the Basic Liquor Law and Management Training, (either on-sale or off-sale), will include all of the following :
owner(s), licensee/agent or manager(s) **WHO ARE ACTIVELY INVOLVED IN THE DAY TO DAY OPERATION OF THE BUSINESS.**
Proof of attendance within the last five years for the required courses must be submitted to the Department before the license application is considered complete.

Before acceptance of a Manager's Questionnaire and/or Agent Change for an existing license, proof of attendance for the Basic Liquor Law and Management Training (either on-sale or off-sale) will be required.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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



400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

P1055059

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 OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN 'APPLICANT' TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Eff. 10/01/03 there is a \$29.00 processing fee for each fingerprint card submitted.

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

Liquor License #

2010133186

(If the location is currently licensed)

1. Check appropriate box →

<input type="checkbox"/> Owner	<input type="checkbox"/> Partner	<input checked="" type="checkbox"/> Stockholder	<input checked="" type="checkbox"/> Member	<input type="checkbox"/> Officer	<input type="checkbox"/> Agent	<input type="checkbox"/> Manager(Only)
<input type="checkbox"/> Other <u>Co-owner</u> (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager						(Complete All Questions <u>except</u> # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: Hill LaVeda Lucille Date of Birth: [REDACTED]
 Last First Middle (This Will Not Become a Part of Public Records)

3. Social Security Number: [REDACTED] Drivers License #: DO2028839 State: Arizona
 (This Will Not Become a Part of Public Records)

4. Place of Birth: Commerce Okla USA Height: 5'4" Weight: 150 Eyes: B Hair: B
 City State Country (not country)

5. Marital Status Single Married Divorced Widowed Residence (Home) Phone: [REDACTED]

6. Name of Current or Most Recent Spouse: Hill Thomas DeWitt Date of Birth: [REDACTED]
 (List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 1981 Feb

8. Telephone number to contact you during business hours for any questions regarding this document. (928) 636-2362

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

10. Name of Licensed Premises: Clear Creek Village Store Premises Phone: (928) 567-5736

11. Licensed Premises Address: 4483 East Highway 260 Camp Verde Yavapai 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 (Give street address, city, state & zip)
1-2001	CURRENT	Retired	1715 HEID LANE CHINO VALLEY AZ 86323

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
7-1988	CURRENT	OWN	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the licensed premises? If you answered YES, how many hrs/day? 2 hrs answer #14a below. If NO, skip to #15. YES NO
- 14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) YES NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.
15. Have you **EVER** 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)? For traffic violations, include only those that were alcohol and/or drug related. YES NO
16. Have you **EVER** been convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? For traffic violations, include only those that were alcohol and/or drug related. YES NO
17. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses PENDING against you or **ANY** entity in which you are now involved? YES NO
18. 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
19. Has anyone **EVER** filed suit or obtained a judgment against you in a civil action, the subject of which involved fraud or misrepresentation of a business, professional or liquor license? YES NO
20. 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

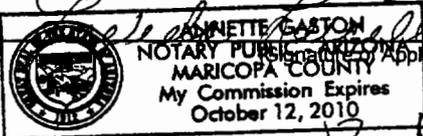
If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) YES NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.
22. Do you make payments to the licensee? YES NO If "yes", how much? \$ _____ per month. Total debt to licensee \$ _____
23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? YES NO If "yes", attach a copy of such agreement

24. I, Lafeda Laverne Hill, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)
I have read this questionnaire and the contents and all statements are true, correct and complete.

X  Doretta Easton (Signature of Applicant)
State of ARIZONA County of Maricopa
The foregoing instrument was acknowledged before me this 18 day of May, 2007
Doretta Easton (Signature of NOTARY PUBLIC)
My commission expires on: 12 Day Oct. Month 2010 Year

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION
Licensee or Agent Approval of Manager

25. I, (Print Licensee/Agent's Name): _____
Hereby authorize the applicant to act as manager for the named liquor license.
State of _____ County of _____
The foregoing instrument was acknowledged before me this _____ day of _____, _____ Year
X _____ (Signature of LICENSEE/AGENT)
My commission expires on: _____ Day _____ Month _____ Year (Signature of NOTARY PUBLIC)

LAVEDA Lucille Hill

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

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the the licensed premises ? If you answered YES, how many hrs/day? _____, answer #14a below. If NO, skip to #15. YES NO
- 14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) YES NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.
15. Have you **EVER** 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)? For traffic violations, include only those that were alcohol and/or drug related. YES NO
16. Have you **EVER** been convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? For traffic violations, include only those that were alcohol and/or drug related. YES NO
17. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses PENDING against you or **ANY** entity in which you are now involved? YES NO
18. 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
19. Has anyone **EVER** filed suit or obtained a judgment against you in a civil action, the subject of which involved fraud or misrepresentation of a business, professional or liquor license? YES NO
20. 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 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) YES NO
If the answer to #21 is "NO" course must be completed **BEFORE ISSUANCE** of a new license **OR APPROVAL** on an existing license.
22. Do you make payments to the licensee? YES NO If "yes", how much? \$ _____ per month. Total debt to licensee \$ _____
23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? YES NO If "yes", attach a copy of such agreement

24. I, _____, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

I have read this questionnaire and the contents and all statements are true, correct and complete.

X _____ State of _____ County of _____
(Signature of Applicant) The foregoing instrument was acknowledged before me this _____ day of _____, _____
Day Month Year

My commission expires on: _____ Day Month Year (Signature of NOTARY PUBLIC)

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION Licensee or Agent Approval of Manager

25. I, (Print Licensee/Agent's Name): _____
Hereby authorize the applicant to act as manager for the named liquor license.

State of _____ County of _____
The foregoing instrument was acknowledged before me this _____ day of _____, _____
X _____ Day Month Year
(Signature of LICENSEE/AGENT)

My commission expires on: _____ Day Month Year (Signature of NOTARY PUBLIC)

(#90)

*07 MAY 24 Lique. Dept PM 3 01

I had co-ownership of a liquor license from 1982 until 1988 in Mohave county. Mile 80 1/2 hiway 66 - Hochberg General Store

5-18-07

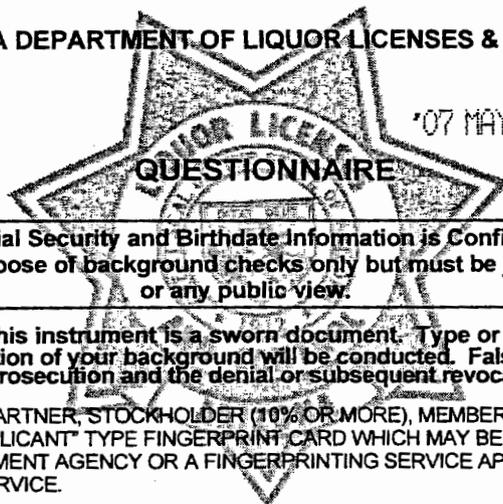
Lacida Hill

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

P1055060

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

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595



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 OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Liquor License #

1013286

(If the location is currently licensed)

Eff. 10/01/03 there is a \$29.00 processing fee for each fingerprint card submitted.

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

1. Check appropriate box →

<input type="checkbox"/> Owner	<input type="checkbox"/> Partner	<input type="checkbox"/> Stockholder	<input type="checkbox"/> Member	<input type="checkbox"/> Officer	<input type="checkbox"/> Agent	<input checked="" type="checkbox"/> Manager (Only)
<input type="checkbox"/> Other (Complete Questions 1-20 & 24)						(Complete All Questions <u>except</u> # 14, 14a & 25)
Licensee or Agent must complete # 25 for a Manager						Licensee or Agent must complete # 25

2. Name: Barnes Last Charles First Edward Middle Date of Birth: [Redacted] (This Will Not Become a Part of Public Records)

3. Social Security Number: [Redacted] Drivers License #: 004992774 State: Arizona
(This Will Not Become a Part of Public Records)

4. Place of Birth: Los Angeles City California State USA Country (not county) Height: 6'4 Weight: 325 Eyes: Blue Hair: Brown

5. Marital Status Single Married Divorced Widowed Residence (Home) Phone: [Redacted]

6. Name of Current or Most Recent Spouse: Barnes Last Page L First Carl Middle Carl Maiden Date of Birth: [Redacted]
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 7-4-90

8. Telephone number to contact you during business hours for any questions regarding this document. (928) 300-3705

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

10. Name of Licensed Premises: Clear Creek Village Store Premises Phone: (928) 567-5736

11. Licensed Premises Address: 4483 E Hwy 260 Street Address (Do not use PO Box #) Compuvale City Yavapai County 86328 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 (Give street address, city, state & zip)
6/200	CURRENT	operation manager	John Newman 4483 E Hwy 260 Compuvale AZ 86328

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 giving name, address and phone number of landlord	City	State	Zip
7/90	CURRENT	own	[Redacted]	[Redacted]	[Redacted]	[Redacted]

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

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the licensed premises? If you answered YES, how many hrs/day? , **answer #14a below**. If NO, skip to #15. YES NO
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If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.
15. Have you **EVER** 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)? For traffic violations, include only those that were alcohol and/or drug related. YES NO
16. Have you **EVER** been convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? For traffic violations, include only those that were alcohol and/or drug related. YES NO
17. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses **PENDING** against you or **ANY** entity in which you are now involved? YES NO
18. 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
19. Has anyone **EVER** filed suit or obtained a judgment against you in a civil action, the subject of which involved fraud or misrepresentation of a business, professional or liquor license? YES NO
20. 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 20 is "YES" YOU MUST attach a Signed statement. Give complete details including dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) YES NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? YES NO If "yes", how much? \$ _____ per month. Total debt to licensee \$ _____

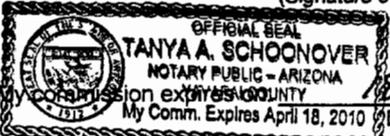
23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business?
 YES NO If "yes", attach a copy of such agreement

24. I, Chuck Barnes, hereby declare that I am the APPLICANT filing this questionnaire.
 (Print full name of Applicant)

I have read this questionnaire and the contents and all statements are true, correct and complete.

x Chuck Barnes
 (Signature of Applicant)

State of Arizona County of Yavapai
 The foregoing instrument was acknowledged before me this
3rd day of May, 2007
 Day Month Year
Tanya Schoonover
 (Signature of NOTARY PUBLIC)

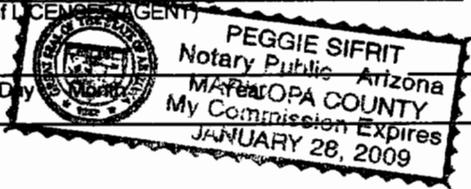


FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION
Licensee or Agent Approval of Manager

25. I, (Print Licensee/Agent's Name): Thomas DeWitt Hill
 authorize the applicant to act as manager for the named liquor license.
 State of AZ County of Maricopa
 The foregoing instrument was acknowledged before me this
18 day of May, 2007
 Day Month Year
Thomas DeWitt Hill
 (Signature of LICENSEE/AGENT)

My commission expires on: _____
 Day Month Year

Peggie Sifrit
 Notary Public Arizona
 MARICOPA COUNTY
 My Commission Expires
 JANUARY 28, 2009
 (Signature of NOTARY PUBLIC)



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



400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595
MAY 24 1997

CERTIFICATION OF COMPLETED ALCOHOL TRAINING PROGRAM(S)

OBTAIN ORIGINALS OF THIS FORM FROM DLLC-DO NOT PHOTOCOPY, DOCUMENT IS COMPUTER SCANNED. TYPE OR PRINT WITH BLACK INK.

ALCOHOL TRAINING PROGRAM INDIVIDUAL INFORMATION

Jack Barnes
Individual Name (Print)
Jack Barnes
Individual Signature

8/16/03

Date Training Completed

TYPE OF TRAINING COMPLETED TRAINER MUST CHECK YES OR NO FOR EACH TYPE

YES NO BASIC

YES NO ON SALE

YES NO MANAGEMENT

YES NO OFF SALE

YES NO BOTH

YES NO OTHER

IF TRAINEE IS EMPLOYED BY A LICENSEE:

NAME OF THE LICENSEE

BUSINESS NAME

LIQUOR LICENSE NUMBER

ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

Julene Bogen

Company or Individual Name

Box 5606

Address

Flagstaff

City

AZ

State

86011-5606

Zip

523-1614

Phone

I Certify the above named individual has successfully completed the specified program(s).

Julene Bogen

Trainer Name (Print)

Julene Bogen

Trainer Signature

8/16/03

Date

Trainer give original of completed form to trainee, photocopy and maintain completed document for your records.

Mandatory Liquor Law Training for all new applications submitted after Nov. 1, 1997. A.R.S. Section 4-112(G)(2).
Completion of the Liquor License Training Courses is required at the issuance of a license.

The person(s) required to attend both the Basic Liquor Law and Management Training, (either on-sale or off-sale), will include all of the following :
owner(s), licensee/agent or manager(s) **WHO ARE ACTIVELY INVOLVED IN THE DAY TO DAY OPERATION OF THE BUSINESS.**
Proof of attendance within the last five years for the required courses must be submitted to the Department before the license application is considered complete.

Before acceptance of a Manager's Questionnaire and/or Agent Change for an existing license, proof of attendance for the Basic Liquor Law and Management Training (either on-sale or off-sale) will be required.

AZ CORPORATION COMMISSION
FILED



MAR 01 2007

STATE OF ARIZONA
ARTICLES OF ORGANIZATION

FILE NO. L-13481994 THOMAS LAVEDA HILL FAMILY INVESTMENTS, LLC
A LIMITED LIABILITY COMPANY

1. **Name.** The name of the limited liability company is THOMAS LAVEDA HILL FAMILY INVESTMENTS, LLC
2. **Registered Office.** The address of the registered office of the limited liability company is 171 SOUTH HEIDI LANE, CHINO VALLEY, AZ 86323.
3. **Agent for Service of Process.** THOMAS D. HILL, 171 SOUTH HEIDI LANE, CHINO VALLEY, AZ 86323, is appointed, and by his signature below accepts appointment to act as the agent for service of process.
4. **Members at Time of Formation.** There will be one member at the time the limited liability company is formed.
5. **Dissolution.** There is no latest date on which this limited liability company is to dissolve.
6. **MANAGEMENT.** Management of the Limited Liability Company is at the time of formation of the limited liability company and reserved for the members whose names and addresses are as follows:

Members:

THOMAS D. HILL AND LAVEDA HILL, as Trustees of the HILL FAMILY TRUST, dated November 7, 2003
171 SOUTH HEIDI LANE
CHINO VALLEY, AZ 86323

Thomas D Hill
THOMAS D. HILL
Organizer

Thomas D Hill
THOMAS D. HILL
Agent for Service of Process

OPERATING AGREEMENT

OF

**THOMAS LAVEDA HILL FAMILY
INVESTMENTS, LLC**

AN ARIZONA LIMITED LIABILITY COMPANY

07 MAY 24 11:47 AM 2017

'07 MAY 24 Lic. Dept PM 2 57

1. Effective Date:
2. Effective Place of Execution: Maricopa County, Arizona
3. Fiscal Year: January 1st through December 31st.
4. Members: Members are set forth on the Schedule of Members and Contributions to Capital attached as Exhibit A to this certificate
5. Attorney Who Drafted This Agreement: n/a
6. Principal Place of Business (Hereinafter Company Location): 171 SOUTH HEIDI LANE, CHINO VALLEY, AZ 86323
7. Address of Office where Records under ARS §29-305 Are Kept: 171 SOUTH HEIDI LANE, CHINO VALLEY, AZ 86323
8. Name and Address of Agent for Service of Process: THOMAS D. HILL, 171 SOUTH HEIDI LANE, CHINO VALLEY, AZ 86323.
9. Character of Business: The character of the business of the Limited Liability Company (hereafter "LLC") is the transaction of any and all lawful business under the laws of the State of Arizona.
10. Documents Incorporated by Reference: Exhibit A Schedule of Members and Contributions to Capital Exhibit B Statement of Amounts of Cash, Property or Services Contributed by Each Member

07 MAY 24 11:47 AM Dept PM 2 57

TABLE OF CONTENTS

1. Organization
2. Contributions
3. Profits and Losses
4. Management
5. Additional Members
6. Dissolution of LLC
7. Miscellaneous
8. Execution and Certification

EXHIBIT A -- Schedule of Members and Contributions to Capital

EXHIBIT B -- Statement of Amounts of Cash, Property, or Services Contributed by Each Member

07 MAY 24 11:47 AM Dept PM 2 57

Part 1

'07 MAY 24 LIQ. DEPT PM 2 57

Organization

1. Name. Name of the LLC is set forth on the caption page hereof.
2. Character of Business. Character of the business is set forth on the caption page hereof.
3. Location. Principal place of business of the LLC is as set forth on the caption page or at any other place, within or without the State of Arizona, as the members shall determine.
4. Members. Agreement is entered into by the members whose names and addresses are designated on Exhibit A annexed hereto.
5. Term. Term of this LLC shall be fifty years, commencing as of the day and year subscribed herein, unless the LLC is sooner completely terminated and dissolved.
6. Annual Meeting. Annual meeting of the members of the LLC shall be held on the second to last Wednesday before the end of the fiscal year, or at any other time as the members shall decide.
7. Trust Corporation, Partnership, or other LLC as Member. If a trust, corporation, partnership or other LLC is a member, the death, incompetence, insolvency, or assignment by any beneficiary, shareholder, partner, or member of such entity who has a beneficial or ownership interest of 50% or more of that other entity shall, for the purpose of this agreement, constitute the death, incompetence, insolvency, or assignment by the said member who is a party to this

07 MAY 24 11:47 AM 2 57

Part 2

Contributions

1. Original Contributions. Each member shall contribute, as of the date of this agreement, the cash, property, or services valued at the amount set forth opposite his respective name in Exhibit B annexed hereto, which shall constitute the initial contribution of capital to the LLC.
2. Additional Contributions. Additional capital is required, the members may make contributions in proportion to the manner in which profits are shared. Additional capital may be contributed in disproportionate amounts upon written consent of the members. Capital contributed by any member in excess of such proportionate share shall be deemed a loan to the LLC in the amount of such excess. Any such loan shall be repayable as the members may agree at the time of such contribution or from time to time and shall bear interest until repaid at the prime rate plus two percentage points at the bank where the LLC funds are deposited, but at no less than 8% per annum.
3. Loaned Property. All property originally brought into the LLC is LLC property. Any contrary intent as to any particular items of property shall be indicated by either written notice to the remaining members or a descriptive label on the particular item.
4. Return of Contribution. Capital contribution of each member is to be returned only upon the complete dissolution and termination of the LLC. A member has, however, the right to withdraw from the LLC if such withdrawal is effected in the manner as provided for in this agreement.
5. Limitation on Withdrawal. A member shall not be entitled to withdraw any initial or additional capital during the existence of the LLC unless and to the extent that the members so agree, except as provided in this agreement. If it shall ever be deemed advisable to reduce the amount of capital, the amount of such reduction shall be determined by the managing member or members, and the same shall be distributed to the members ratably according to their respective interests in the capital of the LLC.
6. Interest on Capital Contributions. Interest shall be paid on original or any subsequent contributions to capital.
7. Treatment of Loans. As permitted in this agreement, shall be upon promissory notes made and delivered to or by the LLC. The interest rate and method of repayment shall be set forth clearly on the face of such notes. Any loan not handled in this manner shall be deemed an advance, shall not bear interest, and shall be payable within 90 days after written demand.

8. Capital Account. There shall be maintained, in the name of each member, a capital account. Any increase or decrease in the value of the LLC on any valuation date shall be credited or debited, respectively, to each member's capital account on that date. Any other method of evaluating each member's capital account may be substituted for this method, provided that such substituted method results in exactly the same valuation as previously provided herein.

9. Return of Contribution in Property Other than Cash. Members are given the right to demand and receive property other than cash in return for their contributions, subject to the terms and conditions of any written agreement signed by all members.

07 MAY 24 11:41 AM '07

Part 3

Profits and Losses

1. Fiscal Year. Fiscal year of the LLC shall be that set forth on the caption page hereof.
2. Salaries to Members. Members may receive a salary for services rendered to the LLC, as the members may unanimously authorize.
3. Allocation of Income. At any time this LLC would be deemed an investment company under Internal Revenue Code §721(b), then the contribution of specific assets to the formation of the LLC shall be traced to the contributing member. Contributing member shall be allocated all income, gain, or loss and deduction with respect to such property as provided in the Committee Reports P.L.10, under Internal Revenue Code §721.
4. Salary Winding Up. Salary will be paid to a member for services performed in winding up the affairs of the LLC, under any applicable provisions of the Arizona Limited Liability Company Act, in a reasonable amount as agreed between the parties having an interest in the LLC or by arbitration.
5. Draws. Member may draw out of the LLC account during the fiscal year such amount as the members may from time to time determine. Each member's share of profits and losses of the LLC shall be credited or charged, respectively, to his drawing account. The members may determine to charge any loss to the members' capital accounts and to transfer amounts from the members' drawing accounts to their capital accounts. All such charges and transfers shall be in proportion to each member's respective interest in losses and profits of the LLC
6. Draws in Excess of Profit Share. If any member draws out more than his share of net profits for such year, as determined by the annual review, he shall immediately repay that excess within ten days and, upon failing to do so, shall execute a promissory note bearing interest at the maximum legal rate until his share of the profits shall be available to repay the principal and interest due on the note; if sufficient profits are not available within one year to repay the note with interest, he shall in all events pay it within one year of the audit.
7. Profits and Losses. Members shall share profits and losses of the LLC in the same percentages as their respective Percentage of Ownership and Percentage of Profit Distribution as set forth in Exhibit A to this agreement, or according to the capital accounts as determined by the accountant for the LLC at the end of each fiscal year, if there is a variance from the percentages set forth in the latest Exhibit A to this agreement and any amendments hereto.
8. Formula for Profit Determination. Determining the net profits of the LLC for any accounting period, the

deductions from gross receipts of the LLC shall include:

- a. Disbursements made by or on behalf of the LLC for the usual and customary expenses of conducting the business;
- b. Taxes chargeable to the LLC as such and paid by it;
- c. Adequate reserves for taxes accrued or levied but not yet payable;
- d. Interest on all interest-bearing loans of the LLC;
- e. Salaries paid to employees and to members;
- f. Adequate reserves for depreciation of LLC property and for contingencies, including bad accounts;
- g. Proper allowance for all liabilities accruing; and
- h. Any and all other disbursements, incidental to the conduct of the business, made by the LLC during such accounting period, except payments to members on account of LLC profits.

9. Losses in Excess of LLC Contributions. No member shall be obligated under any circumstances to invest in this venture any sum in excess of his original contribution, but he may contribute additional capital as provided in paragraph 2.2 (Additional Contributions).

10. Discretion on the Distribution of Profits. Other provisions notwithstanding, the earnings of the LLC shall be distributed at least annually except that all or some of the earnings may be retained by the LLC and transferred to LLC capital for the reasonable needs of the business as determined at the sole discretion of the members.

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Part 4

Management

1. Management Duties and Limitations of Members. The members shall have equal rights to participate in the management of the LLC. Unless otherwise provided by this agreement, all decisions shall be by majority vote, and each member shall be entitled to one vote. No member shall, without the consent of the other members:

a. Borrow or lend money or make and deliver any commercial paper, mortgage or security agreement on behalf of the LLC.

b. Sell or contract to sell any LLC property other than the type sold in the ordinary course of LLC business.

c. Assign, sell or encumber his interest in the LLC

d. Become a surety, guarantor or accommodation party on any obligation.

2. Rights, Powers and Liabilities of Members. A member shall have all the rights and powers and be subject to all the restrictions and liabilities necessary to carry out the business of the liability company, except that, without the written consent or ratification of the specific act by all the members, a member has no authority to:

a. Do any act in contravention of the Articles of Organization or this Agreement.

b. Do any act which would make it impossible to carry on the ordinary business of the LLC.

c. Confess a judgment against the LLC.

d. Possess LLC property, or assign his or her rights in specific LLC property, for other than an LLC purpose.

e. Admit a person as a member.

f. Continue the business with LLC property on the withdrawal, death, retirement or insanity of a member.

3. Books of Account. LLC shall keep books of account adequate for its purposes. The books of account shall be maintained at its principal place of business and shall be open at all times to inspection and copying by any member. The books of account shall be reviewed at the end of each fiscal year by a public accountant selected by the members. Every member shall have access to and may inspect or copy the LLC books as provided under the applicable provisions of the Arizona Limited Liability Company Act. The books shall also, upon reasonable request, be open to the inspection of the

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executor, administrator or guardian of any deceased or legally incapacitated member.

4. Basis of Accounting. LLC books shall be kept on a cash or accrual basis, based on the recommendations of the accountant or lawyer and approved by a majority of the members.

5. Financial Statements. At the end of the annual accounting period, or more frequently as may be prescribed, or as soon thereafter as is practicable, the members shall direct the preparation of financial statements reflecting the transactions of LLC for the preceding period. Such statements shall consist of a balance sheet, profit and loss statement, statement of changes in members' capital and income, and such other information as the members deem advisable. Copies in writing of such statements shall be furnished and delivered to each member; additional copies of such statements shall be kept in the office specified under ARS for a period of not less than three years. Each member's earnings and losses shall be determined by the provisions of this LLC agreement, as set forth elsewhere in this agreement and the Arizona Limited Liability Company Act. At the end of each quarter, the members shall determine the cash requirements for the succeeding quarter and any cash on hand in excess of such determined requirements shall be distributed ratably to the members.

6. Banking. All LLC funds shall be deposited in an account in a bank or other financial institution selected by the members. All withdrawals from that account shall be made only for LLC purposes and upon the signature of any person so authorized by the members.

7. Brokerage Account. LLC may select a broker and enter into such agreements with the broker as required for the purchase or sale of stocks, bonds and securities. Stocks, bonds and securities owned by the LLC shall be registered in the LLC name unless another name shall be designated by the LLC

8. Transfer of Securities. Any corporation or transfer agent called upon to transfer any stocks, bonds or securities to or from the name of the LLC shall be entitled to rely on instructions or assignments signed by any one of the members designated by the LLC to make withdrawals from the LLC bank account, without inquiry as to the authority of such persons, or as to the validity of any transfer to or from the name of the LLC. At the time of transfer, the corporation or transfer agent is entitled to assume (a) that the LLC is still in existence and (b) that this agreement is in full force and effect and has not been amended unless the corporation has received written notice to the contrary.

9. Written Minutes. Minutes of the business transacted at LLC meetings shall be made and retained at the LLC's business office only if requested by any member. Generally, minutes will not be made unless so requested.

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c. Distributions under ARS §29-703 and 29-707. Each member or former member shall receive any distributions under ARS §29-703 and 29-707 to which he is entitled.

d. Member's Contribution. Each member shall receive a return of his contribution.

e. Interest in LLC. Each member shall receive the fair value of his interest in the LLC

f. Specific Property. In making the distributions pursuant to sub-paragraphs "d" and "e" of this provision, personal property (including cash) shall be distributed ratably to all the members. As to real property, the members shall seek agreement among all the members as to a disposition thereof and, failing to obtain such approval, shall:

(1) Co-member Deed. Cause a co-member deed to be drawn in which each member shall be named grantee of an undivided tenancy in common interest equal to his percentage interest in the LLC; and

(2) Time of Distribution. Such distribution in dissolution shall be effected as promptly as good business procedure permits.

7. Preferential Rights - Procedure. Should a member desire to withdraw from the LLC by assigning his interest to a third party, he shall have the right to do so provided: (i) all members consent to substitute the purchaser as a member; (ii) the LLC or the members are given a right of first refusal; and (iii) if the LLC elects not to exercise the right of first refusal, then the members shall be given preferential rights to purchase their ratable shares. The consent by the members to the member withdrawing and assigning to a third person shall not be unreasonably withheld. Prior to any sale or assignment by a withdrawing member, that withdrawing member shall set forth in writing and deliver to the other members the details of the contemplated sale or assignment.

a. Preferential Rights - Purchase by LLC. The LLC shall have 60 days from the date it receives the written details of the contemplated sale or assignment within which to have the LLC, consisting of the remaining members, purchase the interest offered for sale or assignment for like terms.

b. Preferential Rights - Purchase by Other Members. If the members cannot agree for the LLC to purchase that interest, then the other members shall have 30 days to give notice to the withdrawing member of their intent to purchase for like terms their pro-rata share of that LLC interest plus their pro-rata share of any remaining member who elects not to purchase his preferential share. The analogous common law relative to preferential rights of

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shareholders to purchase the shares of another shareholder shall be incorporated by reference in protecting the rights of the remaining members to exercise their rights to ratably purchase the share of the withdrawing member.

c. **Preferential Rights - Assignment to Third Party.** If the remaining members fail to purchase the LLC interest offered for sale, then the selling member may complete the sale or assignment to the third party according to the terms of the sale or assignment, provided he has complied with the provisions of this paragraph.

8. **Voluntary Withdrawal and Sale to Third Parties.** A member may sell or assign his interest to a third party provided he complies with the preferential rights defined in this agreement.

9. **Assignment to Issue of Member.** Furthermore, a member may assign to his issue, (including legally adopted issue), either by way of gift or for consideration, without complying with the preferential rights provision of this agreement, and such assignee shall become a member to the extent of the interest which was assigned, provided all members consent in writing to the assignment. This consent shall not be unreasonably withheld.

10. **Voluntary Withdrawal and Sale to Remaining Members - Purchase of Interest.** If a member elects to withdraw from the LLC and cannot comply with the preferential rights provision allowing the withdrawing member to sell or assign his interest to a third party, then the withdrawing member shall have the right to have his interest purchased by the LLC or the remaining members. The member desiring to withdraw from the LLC under this provision shall give 60 days notice of his intent to have the other members purchase his share by submitting such notice in writing, mailed to all members, with the 60 days running from the date of the postmark on the notice. If the remaining members cannot agree within that 60-day period to have the LLC purchase the withdrawing member's interest according to the terms of this agreement, then the remaining members shall be given 30 days to give notice of their intent to exercise their preferential rights to ratably purchase the interest of the withdrawing member according to the terms of this agreement. If the remaining members individually do not elect within that 30-day period, according to the terms of this agreement, to purchase all the interest of the withdrawing member, then the LLC shall within ten days thereafter give notice of its intent to purchase any portion of the withdrawing member's interest which had not been committed for purchase by the individual members. Should the LLC not purchase that remaining interest, then the LLC shall be dissolved in accordance with this agreement.

11. **Voluntary Withdrawal and Sale to Remaining Members - Value of Interest.** The LLC or members electing to purchase the withdrawing member's interest shall purchase that interest for its fair market value as determined in this

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10. Meetings. Of the members may be called at any time by any member upon reasonable notice in writing, unless waived during such meeting.

11. Place of Meetings. Of the members may be held at such place within or without the State of Arizona as a majority of the members shall appoint.

12. Managing Member Powers. Members shall have full, exclusive and complete discretion in the management, operation, direction and control of the affairs of the LLC for the purposes herein stated and shall make all decisions affecting its affairs. Where there are multiple members and no managing member has been designated in writing by the members, then all members may together, by written concurrence, perform all acts and exercise all powers of the managing member. The members may at any time in writing designate a managing member, who shall be one of the members, to exercise the complete control of the supervision and coordination of all LLC activities for a given fiscal year. The managing member shall manage and control the affairs of the LLC to the best of his ability and shall use his best efforts to carry out the character of its business and to perform the duties as set forth in this agreement, including but not limited to the following powers:

a. To Sell. Sell, lease, pledge, mortgage, transfer, exchange, convert or otherwise dispose of, or grant options with respect to, any and all property at any time forming a part of the LLC property, in such manner, at such time or times, for such purposes, for such prices and upon such terms, credits and conditions as he deems advisable. Any lease made by the managing member (or members) may extend beyond the period fixed by statute for leases made by LLCs and beyond the duration of the LLC

b. To Invest. To invest and reinvest the LLC assets, both principal and income if accumulated, in any property or undivided interests therein, wherever located, including bonds, notes (secured and unsecured), stock of corporations (including stock of managing member or members), real estate (or any interest therein), and interests in trusts, including common trust funds, without being limited by any statute or rule of law concerning investments of LLCs and to hold on deposit or to deposit any funds in one or more banks in any form of account whether or not interest

c. To Hold Property. To retain, without liability for loss or depreciation resulting from such retention, original property, real or personal, received by him from the LLC, including but not limited to stocks and securities, for such time as to him shall seem advisable; although such property may not be of the character prescribed by law or by the terms of this instrument for the investment of other LLC assets, and although it represents a large percentage or all the

LLC assets, that original property may accordingly be held as a permanent investment.

d. To Operate Business. To operate and manage, at the sole risk of the LLC and not at the risk of the managing member, any property or business received by him, as long as he deems advisable; the managing member is authorized to incorporate any unincorporated business received hereunder; to accept beneficial employment with or from any business in which the LLC may be interested, whether by way of stock ownership or otherwise, and even though the interests of the LLC in the business shall constitute a majority interest therein, or the complete ownership thereof; and to receive appropriate compensation from such business for such employment.

e. To Lease. Lease property upon any terms or conditions and for any term of years although extending beyond the period of the LLC

f. To Develop. Develop, improve, lease, partition, abandon, subdivide, dedicate as parks, streets and alleys, and grant easements and rights with respect to any real property or improvements of this LLC, and to improve, construct, repair, alter, reconstruct, or demolish any such improvements, and to lease for any periods, all or any part of the LLC assets, upon such terms and conditions and for such considerations as he deems advisable. Lease may be made for such period of time as the managing member deems proper, without regard to the duration of the LLC or any statutory restriction on leasing and without the approval of any court.

g. To Insure and Change. Insure, improve, repair, alter and partition real estate, erect or raze improvements, grant easements, subdivide, or dedicate property to public use.

h. To Register. To cause any of the investments which may be delivered to or acquired by him to be registered in his name or in the name of his nominee; any corporation or its transfer agent may presume conclusively that such nominee is the actual owner of any investment submitted for transfer; to retain any investment received in exchange in any reorganization or recapitalization.

i. To Acquire Stock Rights. To acquire stock and securities of a corporation by the exercise of rights to acquire stock and securities issued in connection with the stock of any corporation comprising a portion of the LLC property, including but not limited to the following: vote in person or by general or limited proxy with respect to any shares of stock or other securities held by him; to consent, directly or through a committee or other agent, to the reorganization, consolidation, merger, dissolution or liquidation of any corporation in which the LLC may have any interest, or to the sale, lease, pledge or mortgage of any property by or to any such corporation; and to make any

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payments and to take any steps which he may deem necessary or proper to enable the LLC to obtain the benefit of such transaction.

j. To Employ Agents. Employ agents, experts and counsel, investment or legal, even though they may be associates with, employed by, or counsel for any of the members; and to make reasonable and proper payments to such agents, experts or counsel for services rendered.

k. To Dissolve Corporations. Enter into an agreement making the LLC liable for a prorata share of the liabilities of any corporation which is being dissolved, and in which stock is held, when, in his opinion, such action is in the best interests of the LLC

l. To Contract. Complete, extend, modify or renew any loans, notes, bonds, mortgages, contracts or any other obligations which the LLC may owe or be a party to or which may be liens or charges against any property of the LLC, although the LLC may not be liable thereon, in such manner as he may deem advisable; to pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of the LLC against others or of others against the LLC as he may deem advisable, including the acceptance of deeds of real property in satisfaction of bonds and mortgages, and to make any payments in connection therewith which he may deem advisable.

m. To Borrow. To borrow money for any purpose connected with the protection, preservation or improvement of the LLC assets whenever in his judgment advisable, and as security to mortgage or pledge any real estate or personal property forming a part of the LLC assets upon such terms and conditions as he may deem advisable.

n. To Set Up Reserves. Set up, out of the rents, profits or other income received, if any, reserves for taxes, assessments, insurance premiums, repayments of mortgage or other indebtedness, repairs, improvements, depreciation, obsolescence and general maintenance of buildings and other property, and for the equalization of payments to or for members entitled to receive income, as he shall deem advisable.

o. To Determine Value. Determine the market value of any investment of the LLC for any purpose on the basis of such quotations or information as the managing member may deem pertinent and reliable without any limitation whatsoever; to distribute in cash or in kind upon partial or final distribution.

p. To Pay Costs. To pay all costs, charges and expenses of the LLC and pay or compromise all taxes pertaining to the administration of the LLC which may be assessed against it or against the managing member on account of the LLC or the income thereof.

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q. To Purchase Insurance. To carry insurance against such risks and for such amounts and upon such terms as the managing member deems necessary and for the protection of the managing member or any member of the LLC, and to purchase policies of insurance on the life of any other person in whom the LLC may have an insurable interest, and to continue in effect or to terminate any life insurance policy which may be owned or held by any the LLC; and to pay (from income or principal) any premiums or other charges, and to exercise any and all rights or incidents of ownership in connection therewith.

r. To Buy on Margin. Buy, sell and hypothecate securities on margin; to buy, sell and write "put and call" options; and to transact all types of securities transactions with a brokerage firm that are allowed under SEC regulations.

s. To Inform Members. Inform the members periodically as to the progress of acquisition, development, operation and pending disposition of the LLC property and other property owned by the LLC

t. To Maintain Records. To maintain complete and accurate records of the business affairs of the LLC, keeping all correspondence relating to its business and the original records of all statements, bills and other instruments furnished the LLC in connection with its business for a period of six years; and to maintain all other records required to be maintained by law.

u. To Cause Examination of Records. Cause the records and accounts of the LLC to be examined and reviewed as of the close of each fiscal year by an independent certified public accountant selected by the managing member, and to cause such accountant to timely prepare and furnish to each member a copy of the statement of the financial condition of the LLC, a statement of the capital accounts of all the members, and a statement of income or loss, together with copies of the LLC tax returns in the form to be filed with the IRS and the State of Arizona.

v. To Accept Gifts. Accept on behalf of the LLC any contribution, gift, bequest or devise for the general purposes or for any special purpose of the LLC

w. To Implement Powers Execution of Documents. In order to implement his powers, to execute and deliver all deeds, assignments, leases, sub-leases, engineering and planning contracts, management contracts, maintenance contracts and construction contracts covering or affecting LLC property; to execute and deliver all checks, drafts, orders, promissory notes, mortgages, deeds of trust, security agreements and all other instruments and documents of any kind or character relating to the affairs of the LLC

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x. Additional Powers Given by Law. Powers enumerated above shall be construed as being in addition to any other authority given or conferred upon the managing member by law.

y. Continuation of Powers. Managing member may exercise all powers and authority, including any discretion, after the termination of the LLC created herein until the same is finally distributed.

13. Term of Managing Member. Unless otherwise agreed in writing by all the members, the term of the managing member shall be one fiscal year. Upon termination of the managing member's term, another member, if there be more than one, shall automatically begin his term as managing member for the next fiscal year. The next succeeding managing member shall be the oldest member in age who has not served a term as managing member, until all have served a term, after which the rotation shall begin again. If there is only one member, he shall continue as managing member until another member qualifies.

14. Compensation of Managing Member. Members may authorize the payment of a prescribed salary to the managing member.

15. LLC Transactions in Securities and Oil and Gas Interests. Nothing in this agreement intends to prohibit any member from buying or selling securities for his own account, including securities of the same issues as those held by the LLC, and the members may buy securities from or sell securities to the LLC. Nothing in this agreement prohibits any member from dealing in any property, including oil, gas and other minerals, for such member's own account nor from dealing with and between the LLC with respect to any properties including oil, gas or other minerals.

16. Written Reports. 90 days after the close of each fiscal year, the members shall furnish to each member, upon request, a written report setting forth as of the end of such year:

- a. The assets and liabilities of the LLC;
- b. The net profit or net loss of the LLC;
- c. Such member's closing account and the manner of its calculation;
- d. Any other information necessary to enable such member to prepare his individual income tax returns;
- e. Such member's LLC percentage for the succeeding fiscal year or interim period.

17. Special Power of Attorney to Member. Each member (for himself, his successors and assigns) hereby constitutes and appoints each of the members (and each person who may be subsequently substituted as a member) his true and lawful attorney-in-fact, and empowers and authorizes each such attorney-in-fact, in the name, place and stead of

each such member, to execute and acknowledge any and all amendments to Exhibit A attached hereto from time to time as necessary to reflect any change in the LLC of the membership or in the address or percentage of ownership of any member which occurs in accordance with the terms of this agreement; and to make, execute, sign, swear to, acknowledge and file in such place or places as may be required by law any documents, certificates, or instruments which by law may be required or permitted to be made and filed in connection with the formation or continuation of the LLC and the admission of the members in accordance with the terms of this agreement; and to include therein all information required by law and any such additional information as he may deem appropriate, hereby ratifying and confirming all actions which may be taken by said attorney-in-fact pursuant to this paragraph. The power of the attorney-in-fact hereby granted is a special power of attorney, coupled with an interest, and is irrevocable; may be exercised by any such attorney-in-fact for executing any agreement, certificate, instrument or document with the single signature of any such attorney-in-fact acting as attorney for all the members; and shall survive the delivery of an assignment by a member of the whole or a portion of his interest in the LLC, except that, where the purchaser, transferee or assignee of such interest is admitted as a substituted member, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling such attorney-in-fact to execute, acknowledge and file any such agreement, certificate, instrument or document necessary to effect such substitution. Such attorney-in-fact shall not, however, have any right, power or authority to amend or modify the provisions of this agreement when acting in such capacity except as permitted by law.

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Part 5

Additional Members

1. Admission of New Members. With the written unanimous consent of the members, new members may be admitted into the LLC upon the payment of such capital contribution and upon such terms as the members unanimously decide. In the event that new members are admitted into the LLC, the share of each new member in the profits and losses shall be in such proportion as may be agreed upon between all the members and the new member.

a. Signature on Operating Agreement. For purposes of admitting new members to the LLC and setting forth the capital contributions and shares of profits and losses of new members, signing a copy of this Operating Agreement, with amended Schedule A and Schedule B, shall be all that is required to show the consent, capital contributions and shares of profits and losses as provided in this paragraph. By signing this Operating Agreement, new members shall be conclusively presumed to have read this agreement and to have become parties to this agreement as of the date of signing, and to be bound by all the terms and conditions of this agreement.

b. Initial Investment. Each additional member admitted to the LLC shall make an initial investment in the LLC of a sum based upon the then current market value of the shares of each of the individual members, as determined by initial agreement between the existing members and prospective members, and shall pay any costs that may be incurred to effectuate such additional members' admission to the LLC

c. Right to Assign LLC Interest. A member shall have the right to assign all or part of his interest in the LLC. Such an assignment shall be effective only to give the assignee the right to receive the distributions to which his assignor would otherwise be entitled.

2. Marital Community. If the interest of any member is held as community property, then that member's spouse does hereby ratify and confirm this agreement, consenting that his or her respective community interest in and to the LLC assets shall be embraced by the terms and provisions of this agreement. The spouse specifically agrees to execute and deliver such documents as shall be necessary and proper to effectuate and implement the intentions and purposes of this agreement. Furthermore, such spouse, in furtherance of this agreement, shall not make testamentary disposition of his or her community interest in and to the LLC assets in any manner which will contravene the terms and provisions of this agreement, and the personal representative of such spouse shall be obligated to perform this agreement.

3. Member's LLC Interest in Case of Divorce. In the event of a divorce, the LLC interest owned by a married

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couple (or their revocable trust) shall go to the spouse named herein as a member with equivalent assets going to the other spouse. If there are not enough other assets to equal the LLC interest, the other spouse will have a lien on the LLC interest, but not an equity interest that would permit such person to attend LLC meetings.

4. Priorities as Between Members. Member has any right to priority over other members as to contributions or as to compensation by way of income.

5. Compliance with Law. Members shall sign and swear to any document required by the Arizona Limited Liability Company Act and shall cause such document to be filed as required by that Act, and shall take any other action necessary to comply with the requirements of that Act, as provided in the applicable provisions of the Arizona Limited Liability Company Act.

6. Assignments by Operation of Law. Any interest is transferred, assigned or conveyed to an immediate member of a member's family or to an estate of a deceased member, the members shall be notified.

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Part 6

Dissolution of LLC

1. Dissolution. Upon entry of a decree of judicial dissolution or upon any event of withdrawal of a member or if all the members consent in writing that the LLC be dissolved, the LLC shall be dissolved and its affairs shall be wound up.

2. Events of Withdrawal of a Member. Except as approved by the specific written consent of all members at the time, a person ceases to be a member of the LLC upon the happening of any of the following events:

a. Withdrawal. The member withdraws from the LLC after giving all the other members 90 day prior written notice of such action;

b. Assignment. The member ceases to be a member of the LLC by assigning all his LLC interest;

c. Removal. The member is removed as a member in accordance with this LLC agreement;

Bankruptcy or Reorganization. The member:

(1) Assignment to Creditors: makes an assignment for the benefit of creditors;

(2) Petition for Bankruptcy: files a voluntary petition in bankruptcy;

(3) Adjudicated Bankrupt: is adjudicated a bankrupt or insolvent;

(4) Petition for Reorganization: files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;

(5) Admission of Allegations of Bankruptcy: files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of this nature; or

(6) Appointment of Receiver: seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the member or of all or any substantial part of his properties.

e. Commencement of Proceeding for Reorganization. One hundred twenty days after the commencement of any proceeding against the member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, or if within 90 days after the appointment without his consent or acquiescence of a trustee, receiver or liquidator of the member or of all or any substantial part of his properties, the appointment is not vacated or stayed or within 90 days after the expiration of any such stay, the appointment is not vacated;

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f. For Natural Person. In the case of a member who is a natural person,

(1) Death: his death; or

(2) Incompetence: the entry by a court of competent jurisdiction adjudicating him

incompetent to manage his person or his estate;

g. Termination of Trust. In the case of a member who is acting as a member by virtue of being a trustee of a trust, the termination of the trust but not merely the substitution of a new trustee;

h. Winding Up of Partnership. In the case of a member that is a partnership or separate LLC, the dissolution and commencement of winding up of the partnership or separate LLC;

i. Dissolution of Corporation. In the case of a member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter; or

j. Distribution of Estate. In the case of an estate, the distribution by a fiduciary of the estate's entire interest in the LLC

k. According to Statute. Any other Event of Withdrawal as provided in ARS § 29-733 of the Arizona Limited Liability Company Act.

3. Continuation of Business. Within 90 days after an event of withdrawal of a member, all members may agree in writing to continue the business of the LLC and to the appointment of one or more additional members if necessary or desired.

4. Execution of Documents. In the event of the continuation of the LLC by the remaining members, the former member or his legal representative, as appropriate, shall execute all documents necessary for the continuation of the LLC

5. Name of LLC. If the surviving members continue the business under paragraph 6.2 (Continuation of Business) they shall have the right to use the LLC's name without any further payments other than those payable to a withdrawing member under this agreement.

6. Order of Distribution Upon Dissolution. Upon dissolution for any reason, the order of distribution shall be as follows:

a. Expenses. Expenses of liquidation.

b. Creditors. Creditors, including members who are creditors, shall be paid and satisfied to the extent permitted by law for liabilities of the LLC other than liabilities to members for distributions under ARS §§29-703 and

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agreement according to the terms of purchase prescribed for the LLC or members in this agreement (paragraphs 6.18 [Fair Market Value Determination Upon Other Withdrawals] and 6.19 [Terms of Purchase by LLC or Members]). The price which the remaining members or LLC shall pay for the interest of the withdrawing member shall be discounted 25% from the fair market value. For every year that a member remains in the LLC, the above-stated discount charged against the withdrawing member shall be reduced by one percent. For instance, if the discount is 25% and the member has had an interest in the LLC for three full years, then the discount would be reduced to 22%. The purpose of this provision is to encourage the members to remain in the LLC as long as possible before withdrawing from participation in the LLC. This provision will not prevent the members among themselves agreeing to a fair price to pay for the withdrawing member's interest.

12. Involuntary Withdrawal Resulting from Creditors' Proceedings, Levies or Bankruptcy. If the interest of a member is substantially affected by creditors' proceedings, levies on that member's interest, or bankruptcy or other insolvency proceedings of that member, then, in such event, this paragraph shall be applicable. In that event, the remaining members shall have the right to immediately purchase the share of the member affected by the creditors' proceedings for the fair market value determined under this agreement (paragraph 6.18 [Fair Market Value Determination Upon Other Withdrawals]), in accordance with the terms of purchase by the LLC or members (paragraph 6.19 [Terms of Purchase by LLC or Members]). However, the purchase price shall be discounted from fair market value 50% in order to compensate the LLC for the additional risks and problems resulting from the creditors' proceedings. The procedure for effectuating the purchase shall be in accordance with the preferential rights provision of this agreement.

13. Involuntary Withdrawal Upon Death. If a member withdraws from the LLC by reason of death, then this provision shall be applicable. The LLC or the members shall, under the preferential rights provision of this agreement, purchase the interest of the deceased member from his personal representative at the fair market value determined upon death, disability or retirement according to this agreement (paragraph 6.15 [Fair Market Value Determination Upon Death]) and upon the terms of purchase by the LLC or the members established by this agreement (paragraph 6.19 [Terms of Purchase by LLC or Members]). The price which the remaining members or the LLC shall pay for the interest of the deceased member shall be discounted 10% from the fair market value established.

14. Voluntary or Involuntary Withdrawal in Event of Disharmony. If the relationship among the members of the LLC becomes negative, strained, and unworkable to the point that the operations of the LLC are in jeopardy, any

member may voluntarily withdraw or may be asked to withdraw by the other members. In negotiating and processing the withdrawal, the parties shall strive to minimize stress and strain on the operations of the LLC and to maximize fairness to the withdrawing member and the other members.

15. Fair Market Value Determination Upon Death. The fair market value shall be established for the interest of a member who withdraws by reason of death according to this provision. In the event of death, the determination under this paragraph shall be made at the date of death.

a. Value Determined At Annual Meeting. The members, at an annual meeting, shall determine the value of the interests of all members in the LLC. When this valuation is set by the members at an annual meeting or at any meeting under this provision, a certificate of value shall be used for this purpose and signed by each member as evidence of the value. This value, if set at the annual meeting, shall control the value should a member die, become disabled or retire thereafter.

b. Value if not Determined in Annual Meeting. Should the members fail to agree on the value of the interests of the members in the LLC at an annual meeting of the members in accordance with this provision, then the purchase price shall be the total sum of the following:

(1) According to Schedule of Interests. The most recent agreed value as set forth in the latest schedule reflecting the values of the LLC interests, or if none has been set in the first instance, then the agreed values established for the original contributions in Exhibit B of this LLC agreement, plus

(2) Profits or Losses. The pro-rata amounts of the net profits or losses of the LLC from the date the valuations were fixed, up through the end of the month in which the death, disability or retirement occurred.

16. Values Determined According to Usual Accounting Practices. The determination of net earnings or losses, in accordance with this provision, shall be made in accordance with the usual accounting practice theretofore used in determining the net earnings or losses of the LLC and shall include a reasonable allowance for federal and state income taxes for the year in which death has occurred.

17. Members' Interest Determined by Schedule in Exhibit. The execution by all members of the exhibit reflecting the values of the LLC interests shall reflect the agreement between and among the members that the purchase price determined by that schedule is the full value of each member's interest in the LLC, and that purchase price shall in no manner be altered, and that all assets, both tangible and intangible, if any, as well as all liabilities, including mortgages,

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liens or other encumbrances of any kind whatsoever, if any, of or upon the assets of the LLC have been considered in determining the value.

18. Fair Market Value Determination Upon Other Withdrawals. Withdrawals other than by death shall necessitate the finding of a fair market value of the interest of the withdrawing member, and such value shall be determined according to this provision. The valuation date shall be the end of the month next following the first notice of an intent to withdraw. If no notice has been given by the member, the valuation date shall be the date the LLC received notice from any source that an event of withdrawal under paragraph 6.2 (Events of Withdrawal of a Member) has occurred. The fair market value shall be determined subject to the discounts from fair market value as determined by the applicable provisions of this agreement.

19. Terms of Purchase by LLC or Members. This provision establishes a fair method for the members or the LLC to purchase the interest of a withdrawing member. After the price has been determined according to the applicable provisions of this agreement, then the terms are fixed by this paragraph. The withdrawing member shall be paid by the LLC or the remaining members to the extent that they have purchased the interest of the withdrawing member by paying the withdrawing member 10% of the purchase price in cash within 30 days from the date that notice is given to the withdrawing member that the LLC or member has elected to purchase his interest. The balance of the purchase price shall be paid in consecutive monthly payments over a ten-year period, beginning one month from the date that the down payment was made. The balance of the purchase price shall be evidenced by a negotiable promissory note executed by the LLC or the members to the order of the withdrawing member or his personal representative, with interest on that balance at 1% above prime at the bank where the LLC has the majority of its accounts on the date of the down payment. The note shall be in the usual form and shall provide for the acceleration of the due date on default in the payment of the note or interest thereon after ten days written notice of that default, and shall give the makers the option of pre-payment in whole or in part at any time without penalty. At the request of the withdrawing member, the LLC or the members shall give to the withdrawing member a lien on the interest of the LLC thus purchased plus a lien on specific LLC property valued at the amount of the unpaid balance owing to secure the balance of the purchase price until it is paid in full. This lien shall include an assignment of all profits from the LLC payable from that interest in the LLC and can be enforced only if the promissory note is ever in default.

20. Integration with Buy and Sell Agreements. It is contemplated that the parties may execute formal buy and sell

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agreements, and to the extent that such buy and sell agreements are applicable, they shall supersede any corresponding provisions of this agreement relating to the purchase of a withdrawing member's share in the LLC. Furthermore, if life insurance or disability insurance is purchased to fund the payment for the share of any withdrawing member, then, in such event, the amount of that insurance shall become the down payment on the purchase of the interest of the withdrawing member, and the balance due after applying that insurance shall be memorialized in a promissory note prescribed by the terms of purchase by the LLC or the member (provision 6.19 [Terms of Purchase by LLC or Members]).

21. Adjustment to Basis of LLC Interest. Should the successor in interest to a deceased member request the LLC to elect to adjust the basis of the LLC assets under §§743 and 754 of the Internal Revenue Code of 1986 and any amendments thereto, if such sections apply, the LLC shall do so.

22. Limitation on Purchase by LLC or Member. Other provisions notwithstanding, no member's interest shall be redeemed or sold without the concurrence of the member. The member shall decide, in his sole discretion, whether such redemption or sale is in the best interest of the LLC and withdrawing member and such authorization shall not be unreasonably withheld.

23. Allocation to Withdrawing Member. If at any time this LLC would be deemed an investment company under Internal Revenue Code §721(b), then the withdrawing member shall receive as a distribution in kind the specific property the withdrawing member contributed in the formation of the LLC under Internal Revenue Code §721.

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Part 7

Miscellaneous

1. Modification. No amendment, modification or alteration of this agreement shall be made except upon the written agreement or authorization of all the members. This agreement shall be binding upon and inure to the benefit of each of the members and their respective widows, heirs, executors, administrators and assigns.
2. Situs. Agreement shall be construed and governed in accordance with the laws of the State of Arizona.
3. Whole Agreement. The terms of this agreement constitute the entire agreement between the parties, and the parties represent that there are no collateral agreements or agreements not otherwise provided for within the terms of this agreement.
4. Partial Invalidity. Any provision of this agreement is held to be invalid or unenforceable, all the remaining provisions shall nevertheless continue in full force and effect.
5. Settlement of Discomforts and Disputes. Any dispute or discomfort arising out of or in connection with this agreement, including disputes between or among the members, shall, prior to initiating any litigation attempted to be settled by the negotiation, mediation and/or arbitration.
6. Attorneys' Fees and Costs. In any dispute arising between or among the members, the losing party shall pay to the prevailing party reasonable costs and expenses incurred in connection with any mediation, arbitration or suit as determined by the mediator, court or arbitrator, including attorneys' fees, court costs and the value of time lost by the prevailing party or any agent or employee of the prevailing party in participating in any arbitration or litigation in connection therewith.
7. Notices. All notices shall be in writing and shall be sent to the addresses specified in Exhibit A to this agreement or at such other address as a member may in writing designate. Any change of address shall be mailed to a member by certified mail, return receipt requested.
8. Interpretation. Should there be any question in the interpretation of any provision of this agreement, then an interpretation given in writing by the attorney who drew this agreement, whose name appears on the caption page, shall be binding. If that attorney is no longer practicing law at the time such interpretation is required, then a written interpretation by a senior member of the last law firm with which the named attorney practiced shall be binding. If that law firm has ceased to be in existence at the time of such interpretation, then written interpretation shall be obtained by

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arbitration.

9. Parliamentary Law. Not in conflict with these articles, Robert's Rules of Order, Revised, most recent edition, shall establish the rule of procedure at all annual and special meetings, and the provisions of that publication are incorporated by reference herein as the ruling law for this LLC

10. Fairness Adjustment. The parties intend a fair, balanced, and "win-win" arrangement between and among themselves. If this intent is hereafter frustrated by unusual changes in circumstances which occurred outside the control of the parties or from circumstances none of the parties reckoned with at the time of entering into this contract, and which create an undue and unreasonable hardship on any of the parties or gross inequities between the parties, then the parties desire, through fair and reasonable modifications, a rebalancing of the relationship.

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Part 8

Execution and Certification

1. Effective Date. This legal instrument has been executed by the parties intending that it be effective on the effective date set forth on the caption page. The parties recognize that they effectuated a meeting of the minds among themselves on that effective date and intended that this instrument take effect on that date even though, because of the exigencies of the modern world, the mechanics of drafting, the convenience of the parties, and the economy of travel, it may have been necessary to actually sign the document at a later time.

2. Effective Place of Execution. The parties intend that the place of execution be that county and state that is set forth in the caption of this instrument. The effective place of execution is the place that the parties intend this instrument to have been executed incorporating all laws, for purposes of conflicts of laws, which apply to that effective place of execution. The parties recognize that, due to the exigencies of the modern world, the mechanics of drafting, the convenience of the parties, and the economy of travel, this instrument may be executed by one or all the parties at some other geographic location and possibly at multiple places. However, in spite of this, they intend that it be deemed executed at the effective place of execution.

3. Interlineations and Initials. The parties recognize that because of the exigencies of the modern world, the mechanics of drafting, the convenience of the parties, and the economy of costs, they may have in their own handwriting made minor changes in this instrument. These minor changes have been initialed by all the parties, if any changes have been made, fore and aft of the change on all originals to prevent any extension or alteration of that change by any of the parties or others. Unless otherwise indicated by the placement of a date beside the change, these changes were intended by the parties to have occurred as of the effective date of this instrument. Any interlineated changes made by the parties after the effective date of this instrument shall be initialed by all parties, dated and have the date itself initialed fore and aft by all parties to this instrument.

4. Execution. All parties described in the caption as parties shall sign below and at least one of the parties shall initial all pages of all original copies of this instrument. Furthermore, all documents such as schedules, exhibits and like documents which are expressly incorporated herein shall be initialed by the parties and either exchanged or attached to the originals which are given to any party described on the caption page of this instrument. It is the intent of the parties that all pages be initialed on all originals that are exchanged in order that no substituted pages or misunderstanding shall

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ever become possible to create problems in satisfying the intended objectives of this instrument.

5. Acknowledgment. Notary Publics who have acknowledged the signatures of the various parties as designated in the acknowledgments hereof certify that this instrument was acknowledged by the signing party before the notary on the date of the notarization. If the instrument was subscribed by any of the parties in a representative capacity, then the notary ascertained that the signing party signed for the principal named and in the capacity in which that party indicated he signed.

6. Incorporation Without Signatures. Members incorporate by reference and adopt without separate signatures the Schedule of Members and Contributions to Capital and the Statement of Amounts of Cash, Property or Services Contributed by each Member, which are attached and which bear the same effective date as this LLC agreement.

IN WITNESS WHEREOF, the parties execute this document intending the LLC be effective on this date:

MEMBERS:

THOMAS D. HILL

LAVEDA HILL

07 MAY 24 1:47 PM '99

OPERATING AGREEMENT OF LIMITED LIABILITY COMPANY

EXHIBIT A

Schedule of Members and Contributions to Capital

Name of LLC: THOMAS LAVEDA HILL FAMILY INVESTMENTS, LLC

Date:

Name of Member	Total Capital Contribution (Book Value)	Percentage of Ownership and Percentage of Profit Distribution
THE HILL FAMILY TRUST	\$400.00	100%
<hr/> TOTALS:		
	\$400.00	100%

The above LLC interests are reflected on the books of the LLC as of the above date. Any changes in ownership of LLC interests from the above will be indicated on amendments to this Exhibit A and signed by the parties to this agreement.

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OPERATING AGREEMENT OF LIMITED LIABILITY COMPANY

EXHIBIT B

Statement of Amounts of Cash, Property or Services Contributed by Each Member

Name of LLC: THOMAS LAVEDA HILL FAMILY INVESTMENTS, LLC

Date:

<u>Name of Member</u>	<u>Cash, Services or Property Contributed</u>	<u>Agreed Value (FMV)</u>
THE HILL FAMILY TRUST	Cash	\$400.00
TOTALS:		\$400.00

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THOMAS LAVEDA HILL FAMILY INVESTMENTS, LLC

An Arizona Limited Liability Company

MINUTES OF THE ORGANIZATIONAL MEETING
OF THE MEMBERS

This organizational Meeting of the members of THOMAS LAVEDA HILL FAMILY INVESTMENTS, LLC (the Company) was held at _____, Arizona on _____ pursuant to a Waiver of Notice of that meeting signed by all the Members.

Members present: THE HILL FAMILY TRUST

Members absent: NONE

THOMAS D. HILL acted as chairman pro tempore of the meeting, and LAVEDA HILL as secretary and recorded the minutes. The chairman pro tempore confirmed that a quorum of members was present.

The chairman pro tempore directed that the Waiver of Notice of this meeting be attached to the minutes and made a part thereof by reference as Exhibit A.

The following matters were discussed and acted upon at this meeting:

1. The Chairman reported that the Articles of Organization of this Limited Liability Company were filed on _____, in the Office of the State's Corporation Commission. A copy of said Articles of Organization was presented, and upon unanimous consent, it was directed that said Articles be entered in full in the Company Minute Book.
2. An Operating Agreement that will direct the management, regulation, and government of the business affairs and property of this Limited Liability Company was presented, read, and thereupon unanimously adopted; and that said Operating Agreement was signed by all of the members and entered in full in the Company Minute Book.
3. On motion made, seconded, and unanimously consented, THOMAS D. HILL was appointed Statutory Agent for this Company in this State, and to maintain such office and records of this company as required by law.

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4. On motion duly made, seconded, and unanimously consented, the meeting proceeded with the appointment of the following persons who will manage the business affairs and property of this company pursuant to the Articles of Organization:

LAVEDA HILL AND/OR THOMAS D. HILL

That said persons appointed as managers shall hold office for the terms hereinafter fixed, or until their successors have been elected and qualified, as provided in the duly adopted Operating Agreement.

5. On motion duly made, seconded, and unanimously consented, the monthly withdrawal from net profits fixed for each manager is as set forth in the Operating Agreement.

6. On motion duly made, seconded, and unanimously consented, the initial capital contributions of each member, and their allocated percentage of interest in this Limited Liability Company is as set forth in the operating agreement.

Each Member understood and consented that their individual interest in this Limited Liability Company represents their qualified rights to both the distribution of the company's net profits or other property and their number of participating votes in the business affairs of this company, as provided in the Operating Agreement.

7. There being no other matters to come before the meeting, upon motion made and seconded, the meeting was adjourned with a directive to the acting secretary to turn over to the managers of this Limited Liability Company.

8. The matter of the designation of the official depository of the corporation was discussed, and upon motion duly made, seconded and unanimously passed, it was

RESOLVED: CHASE is selected as depository for the funds of the corporation. The Directors hereby ratify and approve the certificate of resolution form required by the bank with respect to the withdrawal of funds and the execution of same by the officers, and incorporate the terms of that certificate of resolution by reference; and it was

FURTHER RESOLVED: The following person is authorized to sign checks on the corporate bank accounts: LAVEDA HILL AND/OR THOMAS D. HILL

9. It was discussed that the anticipated business activity of the corporation, as well as the complexity of its operations, would require close and competent accounting supervision; after which, on motion duly made, seconded and unanimously passed, it was

RESOLVED: The following accounting policies are adopted by the corporation:

a. Accountant. ^{CALVIN SHELTON} 122160024 is/are selected as the accountant

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firm for the corporation. Accountants with the firm are selected as the accountant for the corporation.

- b. Fiscal Year and Tax Basis. The Corporation is to be set up to operate on accrual basis and on a 12 month calendar with the fiscal year ending December 31.
- c. Receipts and Disbursements. All officers and employees are instructed that all receipts to the corporation shall be properly receipted for in writing and shall be deposited to the account of the corporation, and that all disbursements, except disbursements from petty cash, shall be made by check, and the same shall be compiled with.
- d. Bookkeeping System and Supervision. The accountant is directed to set up the bookkeeping system of the company and its subsidiaries, if any, to see that the same accords with good business practices, with accepted principles of accounting and with the directives of the state and federal tax authorities. Further, the accountant is directed to supervise the accounts, to be prepared to make interim financial statements and projections as directed by the members, to make all tax reports and returns, and to make an annual statement showing profit and loss, assets and liabilities of the company, and otherwise to perform accounting services for the company as directed.
- e. Tax Liaison. LAVEDA HILL and THOMAS D. HILL and the 2accountant are given authority to deal with all governmental tax offices on behalf of the company are authorized and directed to execute whatever legal documents the government authorities require as the evidence of that authority.
- f. Expenses. LAVEDA HILL and THOMAS D. HILL as the treasurer is hereby authorized to pay all expenses incurred in connection with organization of the corporation.

10. The conduct of the business to date by the organizers of the company was discussed and reviewed, after which, on motion duly made, seconded and unanimously passed, it was

RESOLVED: The acts and performances of all organizers on behalf of the company up to this date are hereby approved by the members, and all expenditures and disbursements, if any, as reflected by the books of accounts of the company are likewise ratified, and all minutes and other legal documents prepared and placed in the company minute book are hereby ratified. It is one of the intents of this company to absolve all promoters, organizers, and members of this company from any personal liability for acts performed on behalf of the company to date and approve these acts on behalf of the company.

11. The members discussed the out expenses incurred by forming this Limited Liability Company. These expenses included fees for accountants and attorneys, travel and secretarial expenses, and all other activities which reasonably led to and were necessary steps in the formation of the Limited Liability Company. After discussion, on which reasonably led to and

were unanimously carried, it was

RESOLVED: In recognition of expenses incurred in the furtherance of the company, the company is authorized to reimburse all organizers or members for out-of-pocket expenses incurred one year prior to form the company

12. Execution of legal documents for the company was discussed, after which, on motion duly made, seconded and unanimously carried, it was

RESOLVED: The following members are hereby authorized to execute all legal documents for and on behalf of the company, including but not limited to leases, mortgages, agreements, contracts, promissory notes, bill of sale, chattel mortgages, satisfactions and assignments of mortgages, liens and encumbrances of all kinds, claims for liens, lien waivers, transfers and assignments of real, personal and mixed property, which may be necessary and proper in the conduct of the company:

LAVEDA HILL and/or THOMAS D. HILL

There being no further business, this organizational meeting of the members was, on motion duly made and seconded, adjourned

DATED: 5-23-07



Member/Acting Secretary



Member/Acting Chairman

105 HILL / 24 LUG / Dept PM 2 53

WAIVER OF NOTICE OF THE ORGANIZATIONAL MEETING
OF THE MEMBERS

We, the undersigned, all the Members of THOMAS LAVEDA HILL FAMILY INVESTMENTS, LLC ("the Company"), hereby agree that a special meeting of the members to be held on the date and time and at the place designated below, and we waive all notice whatsoever of such meeting and of any adjournments thereof.

We further agree that any and all lawful business may be transacted at such meeting or at any adjournments thereof as may be deemed advisable by the members present thereat. Any business transacted at such meeting or adjourned meeting shall be as valid and legal and of the same force and effect as if such meeting or adjourned meeting were held after notice.

Date of Meeting: 3-20-07
Time of Meeting: 8 AM
Purpose of Meeting: To hold the organizational meeting of the company.

Arizona

DATED this 23 day of May, 2007

Thomas D. Hill
Member

Laveda Hill
Member

07 MAY 24 11:09 AM '07

OPERATING AGREEMENT
THOMAS LAVEDA HILL FAMILY INVESTMENT LLC
Hill FAMILY TRUST - MEMBER
↓

THOMAS D. HILL TRUSTEE
Thomas D. Hill
LAVEDA L. HILL TRUSTEE
Laveda L. Hill

07 MAY 24 11:49 AM Dept PM 2:57

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES
AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

License 10133126

Issue Date: 10/29/2003

Expiration Date: 8/31/2007

Beer & Wine Store

Issued To:
JOHN RICHARD NEWMAN, Agent
CLEAR CREEK VILLAGE STORE LLC, Owner

Mailing Address:

JOHN RICHARD NEWMAN
CLEAR CREEK VILLAGE STORE LLC
CLEAR CREEK VILLAGE STORE
628 S MAIN ST
CAMP VERDE, AZ 86322

Location:
CLEAR CREEK VILLAGE STORE
4483 E HWY 260 #27
CAMP VERDE, AZ 86322



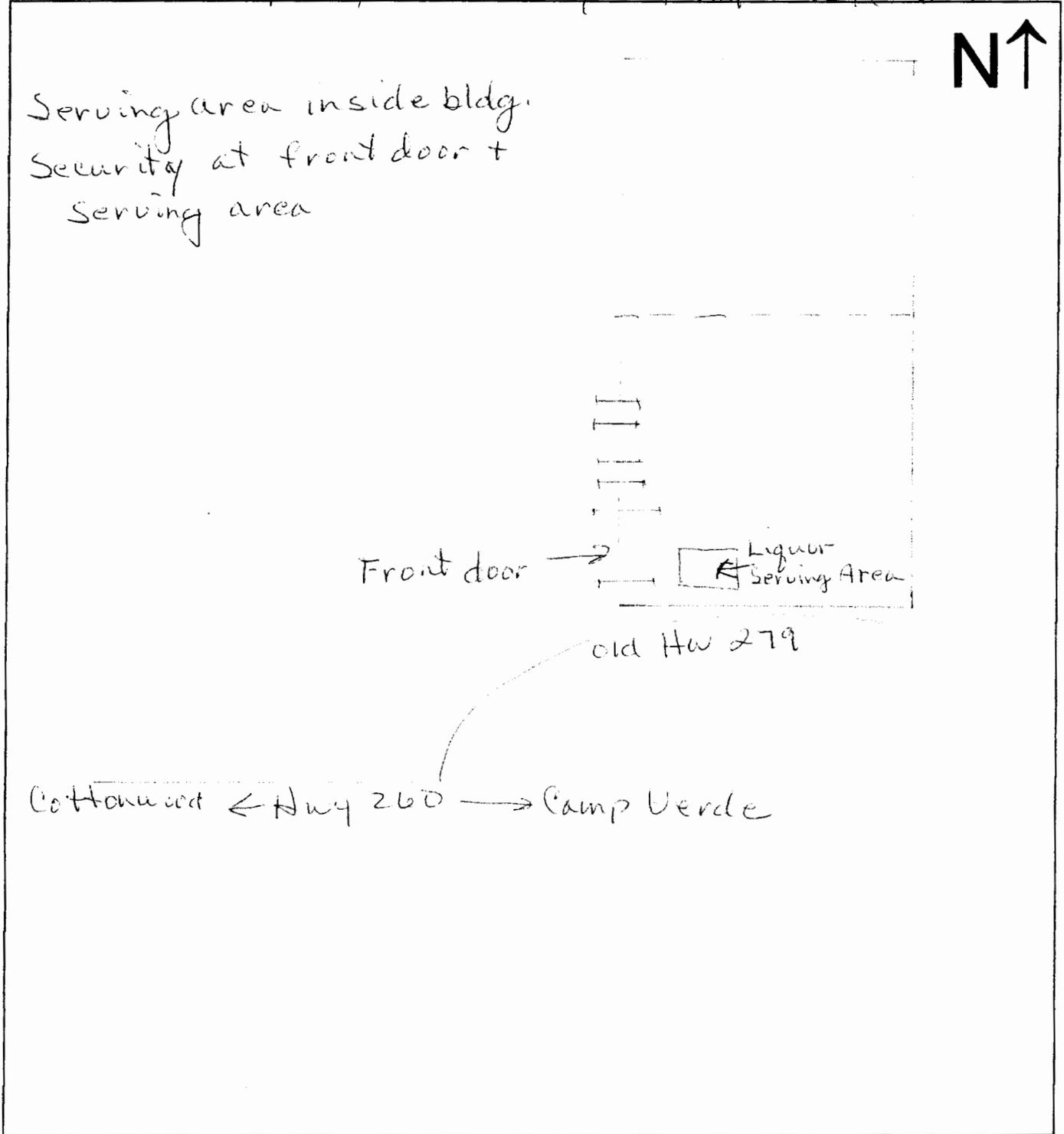
Leesa Berens Morrison
LEESA BERENS MORRISON
DIRECTOR

POST THIS LICENSE IN A CONSPICUOUS PLACE

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.

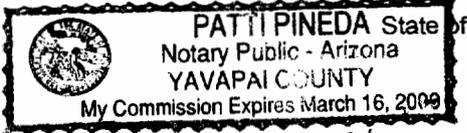
Focoos On Graphics, 4686 Old Hwy 279, Camp Verde, (928) 634-2978



THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Debbie Wilden declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Debbie Wilden Executive Director 6/29/07 928 634-7593
 (Signature) (Title/Position) (Date) (Phone #)



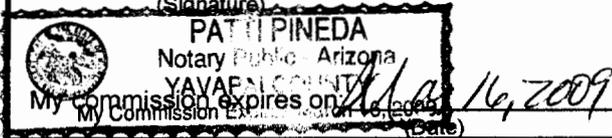
Arizona County of Yavapai
 The foregoing instrument was acknowledged before me this 29th June 2007
 Day Month Year

My Commission expires on: Mar 16, 2009 (Date) Patti Pineda (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Debbie Wilden declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Debbie Wilden State of Arizona County of Yavapai
 The foregoing instrument was acknowledged before me this 29 June 2007
 Day Month Year



Debbie Wilden (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
 (Government Official) (Title)
 on behalf of _____
 (City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

 (Employee) (Date)

APPROVED DISAPPROVED BY: _____

 (Title) (Date)

**TOWN OF CAMP VERDE
Council Agenda Action Form**

Meeting Type: Special

Meeting Date: July 11, 2007

Consent: **Executive Session/Confidential:** Type(s) of Presentation: Verbal Only

AGENDA TITLE: (Be Exact): Discussion, consideration and approval of Resolution 2007--729, A resolution of the Mayor and Common Council, of the Town of Camp Verde, Yavapai County, Arizona, adopting and declaring as a public record that certain document filed with the Town Clerk, and entitled "Town of Camp Verde Tentative FY 2007/2008 Budget".

PURPOSE AND BACKGROUND INFORMATION: Adoption of 2007/2008 Tentative Budget.

STAFF RECOMMENDATION(S): Approve

LIST ALL ATTACHMENTS: Resolution 2007-729 and Copy of Budget

Type of Document Needing Approval (Check all that apply):

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Acceptance/Approval | <input type="checkbox"/> Agreement/Contract | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Final Plat | <input type="checkbox"/> Grant Submission | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Liquor/Bingo Application | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Preliminary Plat |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Resolution | <input type="checkbox"/> Special Consideration |
| <input type="checkbox"/> Special/Temp Use Permit | <input type="checkbox"/> Other: | <input type="checkbox"/> Presentation/Report Only |

Finance Director Review

Budgeted/Amount N/A \$NA

Comments: N/A

Fund:

Line Item/:

Submitting Department: Finance Dept.

Contact Person: Dane Bullard

Town Manager/Designee: _____

Please Note: You are responsible for checking out, setting up, and returning all special equipment to the Clerk's Office.



RESOLUTION 2007-729

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,
ADOPTING AND DECLARING AS A PUBLIC RECORD
THAT CERTAIN DOCUMENT FILED
WITH THE TOWN CLERK AND ENTITLED
"TOWN OF CAMP VERDE TENTATIVE FY 2007-2008 BUDGET"**

BE IT RESOLVED by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona:

That certain document entitled **Town of Camp Verde Tentative FY 2007-2008 Budget**, three (3) copies of which are on file in the office of the Town Clerk, is hereby declared a public record, and said copies are ordered to remain on file with the Town Clerk.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, this 11th day of July 2007.

Tony Gioia, Mayor

Attest:

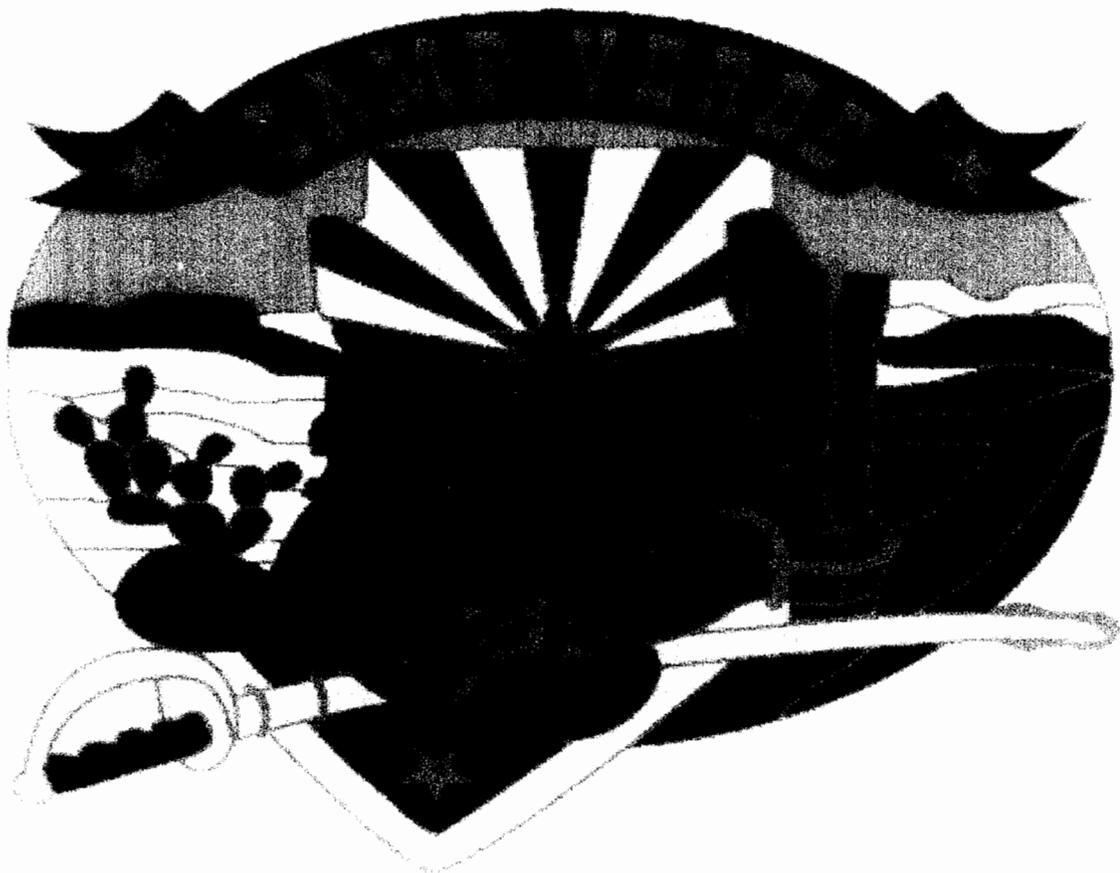
Approved as to form:

Deborah Barber, Town Clerk

Town Attorney

TOWN OF CAMP VERDE

FY 2007/2008 BUDGET



Budget Worksheets

Tentative Budget

Scheduled for Adoption
Wednesday, July 11, 2007

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01-50-57	Personnel	15
01-50-74	Building Town Hall	16
01-50-75	Maintenance Division	17
01-50-76	Janitorial	18
01-60-62	Marshal's Department	19
01-60-68	Magistrate	21
01-70-74	Buildings Community Center	22
01-70-77	Pool	23
01-80-80	Parks & Recreation	24
01-80-81	Special Events	26
01-80-83	Library	27
01-99-99	Public Works/Engineer	28
03-50-00	CIP List Fund	29
04-50-00	Parks Fund	30
05-60-68	Magistrate Special Revenues & Expenses	31
06-41-00	State/Local Grant Revenues	32
09-00-00	CDBG Grant Revenues & Expenditures	33
	Local Revolving Loan Fund	35
16-00-00	Impact Fees	36
17-40-00	Sanitary Fund Revenues	37
17-50-00	Sanitary Fund Expenditures	38
20-43-00	Highway User (HURF) Revenues	39
20-70-76	Streets	40
	Salary Data	42

GENERAL FUND SUMMARY

REVENUE SUMMARY

Department	2007/2008
Local Revenue	3,450,900
County Revenue	808,000
State Revenue	2,603,983
General Fund M & O Revenue	\$ 6,862,883

EXPENDITURE SUMMARY

Department	2006/2007 BUDGET	ESTIMATED 2006/2007 ACTUAL	2007/2008 BUDGET
Building - Community Center	74,130	54,876	92,880
Building - Town Hall	43,650	29,564	49,200
Building Department	214,392	207,740	245,310
Community Development	195,217	63,421	183,330
Finance	238,673	235,066	244,771
Grants	60,734	39,349	1
Housing	75,865	-	103,740
Janitorial	64,784	66,420	86,452
Library	345,287	338,969	365,827
Magistrate	456,021	423,454	438,202
Maintenance Division	101,204	14,932	97,234
Marshal's Department	2,144,029	2,074,509	2,357,969
Mayor & Council	32,000	20,740	26,595
Non-Departmental	827,420	742,015	874,083
Parks & Recreation	423,775	395,377	502,675
Personnel	13,385	4,050	13,905
Planning & Zoning	195,954	118,946	210,696
Pool	97,433	74,170	110,883
Public Works/Engineer	112,129	107,435	135,291
Special Events	187,303	138,960	164,589
Town Clerk	203,380	203,701	233,197
Town Manager	187,442	183,254	188,398
General Fund Total	\$ 6,294,207	\$ 5,536,949	\$ 6,725,230

REV	\$ 6,862,883
EXP	\$ 6,725,230
DIFF	\$ 137,653

01 40-00 LOCAL REVENUE

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
4001	Town Sales Tax	1,590,000	1,680,000	1,780,000
4002	Recreational Programs	25,000	22,400	25,000
4003	Special Events	99,350	96,600	100,000
4004	Summer Program			14,000
4005	Dog Licenses	4,100	3,800	4,100
4006	Impound Fees	5,000	2,100	2,500
4007	Adoption Fees	2,500	1,250	1,500
4010	Building Permits	360,000	185,000	200,000
4020	Business Licence	6,000	5,900	6,000
4021	CVMO - Reports	2,000	980	1,200
4022	C.V.U.S.D. Pool Reimbursement	12,000	12,000	12,000
4023	Permit Fees	88,000	54,000	62,000
4024	Plan Check	110,000	95,000	110,000
4026	Pool-User Fees	20,000	20,000	20,000
4028	Pool Concessions	1,500	300	300
4029	Background Check - CVMO	100	0	0
4030	Fingerprinting	1,500	1,000	1,200
4033	CVMO Donations	0	1,100	1,200
4037	Start Banks	25,000	20,000	20,000
4038	Credit Card Processing Fees	1,000	300	500
4039	Yavapai Apache Dispatch	58,000	58,000	58,000
4041	Swim Team	500	500	500
4042	Special Event Sponsorships	23,500	15,000	15,000
4043	Explorer Post	100	0	100
4044	Special Olympics Donations	4,000	2,500	3,000
4049	Parks Sponsorships	12,000	18,000	30,000
4050	Fines/Fees & Forfeitures	472,925	436,000	450,000
4055	National Night Out	0	0	500
4063	Neighborhood Watch	500	50	100
4065	APS Franchise	165,000	187,000	195,000
4066	CV Water System Franchise	22,000	21,600	24,000
4067	Cable Company Franchise	18,000	16,000	18,000
4068	Citizens Utility Franchise	4,000	6,800	7,200
4070	Rio Verde Plaza Office Rent	38,000	38,000	38,000
4071	Facilities Rentals	4,000	5,800	6,000
4080	Copies/Bid Sheets	700	500	500
4090	Reimbursement/Restitution	20,000	43,500	45,000
4091	Reimbursement - Bonds	1,000	0	500
4092	County Flood Control Items	25,000	29,800	26,000
4100	Miscellaneous	5,000	3,500	4,000
4110	Surplus Property Sales - Town	10,000	3,000	5,000
4120	Library Donations	6,000	6,000	8,000
4900	Investment Interest	70,000	170,000	150,000
	Fireworks Sponsorship			5,000
	TOTAL	\$ 3,313,275	\$ 3,263,280	\$ 3,450,900

01 41-00 STATE REVENUE

NUMBER	DESCRIPTION	2006/2007	ESTIMATED	2007/2008
		BUDGET	2006/2007 ACTUAL	BUDGET
4200	Urban Revenue Sharing	1,216,609	1,218,420	1,511,207
4220	State Sales Tax	1,026,721	1,027,400	1,092,776
TOTAL 2004/2005		\$ 2,243,330	\$ 2,245,820	\$ 2,603,983

01 43-00 COUNTY REVENUE

NUMBER	DESCRIPTION	2006/2007	ESTIMATED	2007/2008
		BUDGET	2006/2007 ACTUAL	BUDGET
4400	Vehicle License Tax	725,000	718,000	735,000
4500	Library District	58,000	58,000	58,000
4600	50% Library Match	15,000	15,000	15,000
4800	Library Computer Equipment	7,500	6,000	0
TOTAL		\$ 805,500	\$ 797,000	\$ 808,000

01 50-00 MAYOR & COUNCIL

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
6000	Salaries	0	2,100	4,200
6009	Training	4,200	4,200	4,200
6010	Travel	3,500	1,900	3,500
6011	Subscription/Memberships	500	200	300
6020	Fuel/Oil/Lube	5,000	2,500	3,000
6031	Office Equipment/Computer	2,000	2,000	2,000
6040	Office Supplies	2,000	800	1,000
7011	Unemployment	0		52
7012	Workman's Compensation	0		23
7013	Medicare	0		61
7014	FICA	0		260
7030	Public Relations	5,000	1,000	1,500
7031	Special Committee Assignments	300	0	300
7032	Special Equipment	3,300	3,300	3,600
7035	Council Per-Diem	4,200	2,440	0
7036	Dinner/Reception Expense	1,500	300	2,000
8001	Office Equipment/Furniture	500	0	300
	Security			300
TOTAL		\$ 32,000	\$ 20,740	\$ 26,595

<p>Salaries Include: Mayor Council Members</p>

01 50-13 GRANTS

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
5000	Training	2,000	495	
5001	Travel	2,000	0	
5002	Fuel/Oil/Lube	600	38	
6000	Salaries	35,633	28,380	1
6001	Overtime	1,200	0	
6002	Health, Life & STD Insurance	6,572	3,936	
6003	Dental Insurance	310	211	
6010	Subscriptions/Memberships	500	0	
6020	Office Supplies	1,500	585	
6030	Computer Service/Software	2,000	282	
6075	Advertising	2,000	538	
7011	Unemployment Insurance	72	0	
7012	Workmans Compensation	177	145	
7013	Medicare	534	409	
7014	FICA	2,284	1,748	
7015	Retirement	3,352	2,582	
TOTAL		\$ 60,734	\$ 39,349	\$ 1

<p>Salaries Include: Position Eliminated</p>

01 50-14 HOUSING

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
6000	Salaries	47,665		66,528
6002	Health, Life & STD Insurance	6,705		7,918
6003	Dental Insurance	310		489
6009	Training	3,000		4,500
6010	Travel	2,000		2,000
6011	Subscriptions/Memberships	600		600
6020	Fuel/Oil/Lube	800		800
6030	Computer Service/Software	2,000		2,000
6040	Office Supplies	1,500		1,500
6075	Advertising	3,000		3,000
7011	Unemployment Insurance	72		172
7012	Workmans Compensation	229		357
7013	Medicare	691		965
7014	FICA	2,955		4,125
7015	Retirement	4,338		6,387
	Commission Expense			2,000
	Cell Phone			400
TOTAL		\$ 75,865	\$ -	\$ 103,740

<p>Salaries Include: Housing Director Administrative Assistant *1/2 year - hiring in January 2008</p>

01 50-21 BUILDING DEPARTMENT

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
5000	Training	2,800	2,800	2,800
5001	Travel	1,600	1,000	1,200
5002	Fuel/Oil/Lube	3,000	2,500	3,000
5003	Auto Maintenance/Repairs	1,000	800	1,000
6000	Salaries	136,680	136,680	157,159
6002	Health, Life & STD Insurance	26,222	26,220	20,997
6003	Dental Insurance	1,239	1,239	1,304
6010	Subscriptions/Memberships	750	100	750
6011	Books/Tapes/Publications	1,000	1,000	1,000
6020	Office Supplies	1,750	1,750	2,000
6021	Office Equipment/Maintenance	500	100	500
6024	Credit Card Machine Purchase	802	752	1
6025	Monthly Credit Card Fees	5,000	1,000	5,000
6030	Computer Services/Software	750	250	2,000
6031	Computer Equipment	2,500	2,500	3,200
6032	Copier Maintenance	500	0	500
6033	Cell Phone	1,500	800	1,500
6040	Printing	250	250	250
6050	Safety Equipment	200	150	200
6053	Consulting Services	500	2,000	10,000
6075	Advertising	500	500	500
7011	Unemployment Insurance	288	288	344
7012	Workman's Compensation	2,167	2,167	2,995
7013	Medicare	1,982	1,982	2,279
7014	FICA	8,474	8,474	9,744
7015	Retirement	12,438	12,438	15,087
TOTAL		\$ 214,392	\$ 207,740	\$ 245,310

<p>Salaries Include: Chief Building Official Building Inspector Admin Assistants (2)</p>
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01 50-22 PLANNING & ZONING

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
5000	Training	2,000	1,000	2,000
5001	Travel	2,000	100	2,000
5002	Fuel/Oil/Lube	2,500	1,500	2,500
5003	Auto Maintenance/Repairs	1,500	700	1,500
6000	Salaries	112,744	72,500	119,895
6002	Health, Life & STD Insurance	19,419	10,900	15,759
6003	Dental Insurance	929	600	978
6010	Subscriptions/Memberships	800	800	800
6011	Books/Tapes/Publications	500	500	500
6020	Office Supplies	3,000	3,000	3,500
6021	Office Equipment/Maintenance	1,750	500	1,750
6030	Computer Services/Software	2,000	2,000	2,000
6031	Computer Equipment	3,200	3,200	3,200
6032	Copier Maintenance	1,000	0	1,000
6033	Cell Phone	1,000	780	800
6040	Printing	500	500	500
6041	Maps/Cartography	1,000	1,000	1,000
6050	Safety Equipment	250	250	250
6051	General Plan	2,500	0	2,500
6052	Commission Expenses	1,800	1,800	3,000
6053	Consulting Services/Software	1,000	1,000	10,000
6075	Advertising	3,000	4,000	3,000
6800	Property Cleanup	10,000	0	10,000
7011	Unemployment Insurance	216	216	258
7012	Workman's Compensation	2,460	800	1,325
7013	Medicare	1,635	1,000	1,738
7014	FICA	6,990	4,300	7,433
7015	Retirement	10,260	6,000	11,510
TOTAL		\$ 195,954	\$ 118,946	\$ 210,696

<p>Salaries Include: Senior Planner Zoning Enforcement Officer Admin Assistant</p>
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01 50-50 TOWN MANAGER

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
6000	Salaries	126,691	133,000	129,859
6002	Health, Life & STD Insurance	13,758	11,900	10,768
6003	Dental Insurance	619	650	652
6009	Training	3,000	3,000	5,000
6010	Travel	1,500	1,300	3,000
6011	Subscriptions/Memberships	800	200	800
6020	Fuel/Oil/Lube	1,000	900	1,500
6021	Repair/Maintenance - Auto	2,000	1,800	2,000
6031	Office Equipment/Maintenance	6,800	2,000	3,000
6040	Office Supplies	3,000	2,500	3,000
6041	Printing	600	100	600
6042	Books/Tapes/Publications	200	100	200
6201	Computer Services/Software	1,000	200	1,000
6204	Computer Equipment	4,000	2,000	3,000
7011	Unemployment Insurance	144	0	172
7012	Workmans Compensation	608	700	697
7013	Medicare	1,837	1,932	1,883
7014	FICA	7,855	8,265	8,051
7015	Retirement	11,529	12,132	12,466
7030	Public Relations	500	575	750
TOTAL		\$ 187,442	\$ 183,254	\$ 188,398

<p>Salaries Include: Town Manager Assistant to the Town Manager</p>
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01 50-52 Town Clerk

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
6000	Salaries	123,075	130,350	160,320
6001	Overtime	1,500	1,000	1,500
6002	Health, Life & STD Insurance	19,895	15,958	15,971
6003	Dental Insurance	929	842	978
6009	Training	3,000	1,200	3,000
6010	Travel	2,000	400	2,000
6011	Subscriptions/Memberships	1,000	500	1,000
6020	Fuel/Oil/Lube	500	200	500
6031	Office Equipment/Maintenance	1,000	700	1,000
6040	Office Supplies	4,000	4,000	4,000
6041	Printing	100	0	100
6042	Books/Tapes Publications	1	0	1
6070	Advertising	5,000	8,000	9,000
6201	Computer Service/Software	2,000	1,500	2,000
6204	Computer	2,000	1,500	2,000
7011	Unemployment Insurance	216	216	344
7012	Workmans Compensation	598	661	868
7013	Medicare	1,806	1,904	2,346
7014	FICA	7,724	8,141	10,033
7015	Retirement	11,336	11,609	15,535
7500	Election (1)	15,000	15,000	1
7501	Recording Fees	200	20	200
9138	Records Destruction	500	0	500
TOTAL		\$ 203,380	\$ 203,701	\$ 233,197

<p>Salaries Include: Clerk Deputy Clerk Receptionist Transcriptionist</p>
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01 50-53 FINANCE

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
6000	Salaries	153,546	153,000	159,014
6001	Overtime	250	250	250
6002	Health, Life & STD Insurance	20,232	18,000	15,964
6003	Dental Insurance	929	930	978
6009	Training	2,000	1,800	2,500
6010	Travel	1,500	1,500	1,800
6011	Subscriptions/Memberships	600	600	600
6020	Fuel/Oil/Lube	300	250	300
6031	Office Equipment/Maintenance	500	450	500
6040	Office Supplies	1,800	1,800	1,900
6041	Printing	200	200	200
6042	Books/Tapes Publications	700	600	700
6043	Finance Forms	2,500	2,500	2,500
6070	Advertising (Personnel)	2,700	2,500	2,700
6092	Audit	15,000	15,000	15,000
6200	Fundware Technical Support	2,500	2,500	2,500
6201	Computer Service/Software	1,500	1,400	1,500
6203	Fundware Upgrade	3,000	2,800	3,000
6204	Computer Equipment	2,000	2,000	2,000
7011	Unemployment Insurance	216	216	258
7012	Workmans Compensation	739	740	854
7013	Medicare	2,230	2,250	2,309
7014	FICA	9,535	9,600	9,874
7015	Retirement	13,995	14,000	15,289
9138	Business License Supplies	200	180	200
	Copier Lease	0	0	2,080
TOTAL		\$ 238,673	\$ 235,066	\$ 244,771

<p>Salaries Include: Finance Director Accountant Finance Clerk</p>
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01 50-54 COMMUNITY DEVELOPMENT

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
6000	Salaries	74,412	59,500	61,950
6002	Health, Life & STD Insurance	7,001		5,369
6003	Dental Insurance	310		326
6009	Training	1,000	500	1,000
6010	Travel	1,000	250	1,000
6011	Subscriptions/Memberships	800	401	800
6020	Fuel/Oil/Lube	600	100	600
6031	Office Equipment/Maintenance	300	300	300
6032	Copier	250	0	250
6040	Office Supplies	600	600	600
6041	Printing	10	10	10
6042	Books/Tapes/Publications	10	50	10
6049	Cell Phone	10	0	0
6065	Film/Developing	10	0	10
6070	Advertising	500	0	500
6201	Computer Services/Software	10	10	2,000
6204	Computer System	500	500	2,500
6800	Code Revisions	75,000	0	75,000
7011	Unemployment Insurance	72		86
7012	Workman's Compensation	357		332
7013	Medicare	1,079		898
7014	FICA	4,614		3,841
7015	Retirement	6,772		5,947
8010	Economic Development	20,000	1,200	20,000
TOTAL		\$ 195,217	\$ 63,421	\$ 183,330

Salaries Include:
Community Development Dir

01 50-55 NON-DEPARTMENTAL

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
4215	LTA Cultural Expense	5,000	0	5,000
6011	Subscriptions/Memberships	7,000	7,500	8,000
6013	Bugle Town Page	6,800	2,500	3,000
6015	Internet Wireless Access	11,000	15,000	15,000
6031	Office Equipment/Maintenance	1,000	500	1,000
6032	Copier/Repairs/Supplies	200	0	200
6038	Security Deposits	200	0	200
6040	Fax Supplies	200	200	200
6041	Service Charges	2,000	1,200	1,500
6043	County Flood Control Items	25,000	21,890	25,000
6046	Copier Paper	10,000	2,700	5,000
6050	Pest Control	2,700	2,800	3,000
6051	Town Phone Charges	40,000	34,500	40,000
6059	Civil Hearing Officer- <i>tnfrd to Personnel</i>	1,000	2,200	0
6060	Promotional Items	1,000	100	500
6061	Conference Room Supplies	200	200	200
6062	Community Survey	6,000	0	1
6080	Postage	15,000	14,200	18,000
6094	Contractual Services - Engineering	15,000	9,500	10,000
6095	Reimbursement - Bonds	85,000	115,000	119,000
6096	Contractual Services - Legal	35,000	10,000	10,000
6098	Chamber of Commerce-AOT Grant	30,000	30,000	35,000
6210	Transcription Equipment	200	0	200
6220	Transcription Contract Labor- <i>tnfrd to Clerk</i>	15,500	8,350	0
6601	Prosecution Contract	65,000	63,000	65,000
6602	Town Attorney Contract	88,000	130,000	135,000
6603	LACT Strategic Plan	25,000	0	0
6604	Consultant Services	50,000	30,000	50,000
6605	US Army Corps of Eng-Flood Control Mitigatio	20,000	0	0
6606	Stewards of Public Lands	2,000	0	2,000
6607	Verde Valley Land Preservation Inst.	10,718	10,000	10,000
6608	Trails Committee	10,000	10,000	10,000
6609	Main Street Signage	10,000	0	10,000
6610	APS Maintenance Agreement	11,600	9,500	11,600
7010	Liability Insurance	150,000	150,000	165,000
7015	Verde Valley Senior Center	10,000	10,000	10,000
8005	Copier Lease	13,000	13,650	14,000
8065	Postage Meter	3,000	700	1,000
8906	Capital Improvements Plan	500	0	500
8907	Water Adjudication	10,000	0	10,000
8908	Youth Count	1	6,045	6,000
8909	RVP Expenses	2,500	2,500	3,000
8999	Lease Purchases	1	0	1
9008	Recycling	5,000	4,500	5,000
9010	Cardboard Recycling Center	2,000	0	0

9100	Emergency Services Agreement	5,000	4,000	4,500
9125	County Water Advisory	10,000	10,000	10,000
9127	Verde Valley Water Users	4,000	0	4,000
9129	Storm Drain Management	0	6,000	5,000
9150	Employee Safety Program	500	0	500
9151	Televised Council Meetings	3,600	3,780	3,780
9402	Verde River Basin Partnership	1,000	0	12,000
	Access Management Plan			1
	IT System Maintenance/Anti-Virus			16,200
	Natural Resources Committee			10,000
	TOTAL	\$ 827,420	\$ 742,015	\$ 874,083

01 50-57 PERSONNEL

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
6000	Salaries	10,000	1,000	10,000
7011	Unemployment Insurance	72	0	86
7012	Workman's Compensation	48	0	54
7013	Medicare	145	10	145
7014	FICA	620	40	620
9501	Personnel	2,500	3,000	3,000
TOTAL		\$ 13,385	\$ 4,050	\$ 13,905

Salaries Include:
Civil Hearing Officer

01 50-74 BUILDING - TOWN HALL

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
6026	Maintenance	1,600	1,400	1,600
6054	Sewer	1,700	1,500	1,700
6055	Electric	17,600	13,824	15,000
6056	Gas/Propane	3,300	6,200	6,400
6057	Water	3,300	2,304	3,000
6058	Waste Removal	1,650	1,836	2,000
7000	Rio Verde Plaza	13,000	1,000	13,000
8905	Structural	1,500	1,500	6,500
TOTAL		\$ 43,650	\$ 29,564	\$ 49,200

01 50-75 MAINTENANCE DIVISION

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
6000	Salaries	52,919		50,411
6001	Overtime	1,343	0	1,000
6002	Health, Life & STD Insurance	12,940		10,350
6003	Dental Insurance	619		652
6009	Training	2,000	2,000	2,000
6010	Travel	500	700	800
6019	Uniforms	1,500	1,500	1,500
6020	Fuel/Oil/Lube	1,800	1,050	1,800
6021	Auto Maintenance/Repairs	4,000	1,000	3,000
6037	OSHA Medical Supplies	700	672	700
6040	Office Supplies	200	220	200
6042	Books/Tapes/Publications	200	200	200
6043	Cell Phone/Walkie Talkie	960	850	960
6044	Safety Equipment	500	240	500
7011	Unemployment Insurance	144		172
7012	Workman's Compensation	4,789		5,120
7013	Medicare	787		745
7014	FICA	3,364		3,188
7015	Retirement	4,938		4,935
8001	Equipment	4,000	4,000	6,000
8003	Graffiti Clean-up	500	0	500
8008	Fire Extinguishers	2,500	2,500	2,500
TOTAL		\$ 101,204	\$ 14,932	\$ 97,234

Salaries Include:

Maintenance Worker (2)

*\$5,500 of salaries transferred to Special Events

01 50-76 JANITORIAL SERVICES

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
6000	Salary	35,667	44,000	47,262
6002	Health, Life & STD Insurance	6,461		10,327
6003	Dental Insurance	310		652
6019	Uniforms	900	944	1,500
6020	Fuel/Oil/Lube	400	100	400
6043	Cell Phone/Walkie Talkie	480	400	480
6058	Waste Removal	300	300	300
6060	Janitorial Supplies	5,000	8,628	9,000
6061	Town Mats & Rugs	4,000	1,500	2,000
7011	Unemployment Insurance	144	148	172
7012	Workman's Compensation	3,148	3,200	4,707
7013	Medicare	517	550	685
7014	FICA	2,211	2,250	2,930
7015	Retirement	3,246	3,400	4,537
8001	Equipment	2,000	1,000	1,000
	Contract Services			500
TOTAL		\$ 64,784	\$ 66,420	\$ 86,452

<p>Salaries Include: Janitor (2)</p>

01 60-62 Marshal's Department

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
6000	Salaries	1,317,587	1,309,803	1,454,194
6001	Overtime	50,000	40,300	53,000
6002	Health, Life & STD Insurance	212,263	178,800	186,141
6003	Dental Insurance	9,911	9,900	11,407
6009	Travel/Training/Conferences	20,000	15,000	20,000
6011	Subscriptions/Memberships	690	690	690
6012	Holiday Pay	53,324	53,000	58,400
6019	Uniforms	28,740	28,740	32,340
6020	Fuel/Oil/Lube	55,000	40,000	55,000
6021	Vehicle Maintenance	25,000	21,800	25,000
6024	Building Maintenance	1,000	800	1,000
6025	Building Maintenance Equipment	2,000	1,800	1,000
6028	Repeater/Generator Maintenance	600	600	2,577
6031	Computer Software Maintenance	8,400	8,400	26,061
6032	Copier Maintenance	600	0	600
6033	Computer Repair/Replace	8,800	8,400	8,500
6040	Office Equipment/Supplies	11,500	11,500	11,500
6041	Printing	3,000	2,000	3,000
6042	Books/Tapes/Publications	800	500	800
6043	Polygraph/Drug Screening	1,000	1,000	2,000
6044	Silent Witness	500	500	500
6045	Cellular Phones/Pagers	3,500	2,600	3,500
6051	Telephone	6,600	10,900	9,600
6055	Electric	14,000	19,800	17,800
6056	Gas/Propane	880	4,800	2,500
6057	Water	2,500	4,680	4,540
6058	Waste Removal	850	2,500	3,180
6060	Communication Equipment Maintenance	7,000	7,000	5,800
6061	Communication Equipment/Supplies	1,000	1,000	1,000
6062	Animal Control Equipment Maintenance	2,500	2,000	2,500
6063	Animal Control Equipment/Supplies	3,800	2,000	4,450
6064	Patrol/Investigation Equipment Maintenance	3,900	3,000	3,900
6065	Patrol/Investigation Equipment/Supplies	14,055	14,000	19,363
6066	Medical Supplies	800	800	1,000
6070	Advertising	500	300	500
6075	Crime Prevention	1,900	1,500	2,500
6079	Vet Supplies/Assistance	1,500	600	1,500
6091	Advocacy Center	2,646	2,646	2,700
6092	Translation Service	1,000	250	1,000
6095	Animal Housing	17,500	18,500	19,200
7011	Unemployment Insurance	2,307	2,000	3,014
7012	Workman's Compensation	62,581	62,500	83,261
7013	Medicare	20,603	19,700	23,171
7014	FICA	35,721	34,100	37,601

7015 Retirement
8009 Ballistic Vests

	122,671	121,400	147,678
	3,000	2,400	3,000
TOTAL	\$ 2,144,029	\$ 2,074,509	\$ 2,357,969

Salaries Include:

Marshal
Lieutenant
Sergeants (4)
Deputies (14)
Detectives (3)
Dispatch Supervisor (1)
Dispatchers (7)
Records Supervisor (1)
Records Clerk (1)
Animal Shelter Operator (1)
Animal Control Officer (1)

*Includes estimated 1500 hours
volunteer labor @ \$15.17/hr
for workmen's comp.

01 60-68 MAGISTRATE

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
6000	Salaries	294,610	275,513	284,717
6002	Health, Life & STD Insurance	39,695	33,475	31,447
6003	Dental Insurance	1,858	1,844	1,956
6005	Court Appointed Attorneys	22,000	27,647	25,000
6006	Jury Fees	1,000	0	1,000
6007	Pro Tem Magistrate	12,500	6,657	7,000
6009	Training	2,500	1,185	2,200
6010	Travel	3,500	675	2,500
6011	Subscriptions/Memberships	300	450	500
6024	Monthly Credit Card Fees	2,500	700	3,600
6025	Credit Card Machine Purchase	802	235	0
6031	Copier Maintenance Contract	3,900	3,900	4,500
6032	Automation Maint. Contract	10,000	9,100	9,000
6040	Office Supplies	2,800	4,256	3,500
6041	Printing	1,500	750	2,000
6042	Books/Publications	1,500	1,500	1,500
6043	Interpretors	2,000	3,850	4,000
6051	Modem Line	500	0	500
6062	Tapes/Recorder	100	20	100
6080	Postage	100	0	10
7011	Unemployment Insurance	505	500	689
7012	Workman's Compensation	1,073	1,170	1,171
7013	Medicare	4,272	4,146	4,128
7014	FICA	18,266	17,727	17,652
7015	Retirement	26,810	25,697	27,333
8001	Office Equipment	1,430	2,457	1,500
	Security			300
	Recording System			400
TOTAL		\$ 456,021	\$ 423,454	\$ 438,202

<p>Salaries Include: Judge-no insurance coverage Court Supervisor Court Clerk's (5) Assistant Magistrate</p>

01 70-74 BUILDINGS - COMMUNITY CENTER & OLD CVMO

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
6026	General Maintenance	6,000	6,000	13,800
6054	Sewer	1,980	1,500	1,980
6055	Electric	22,000	22,944	27,000
6056	Gas/Propane	7,150	9,096	9,100
6057	Water	5,500	3,600	6,000
8001	Equipment	1,500	600	5,000
8905	Structural	30,000	11,136	30,000
TOTAL		\$ 74,130	\$ 54,876	\$ 92,880

01 70-77 POOL

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
6000	Seasonal Employees	50,000	50,000	60,000
6009	Training	800	600	800
6010	Travel	200	0	0
6031	Equipment Maintenance/Repair	4,000	4,000	5,300
6039	Concessions	300	50	100
6040	Pool Supplies	6,000	4,000	6,000
6041	Pool Chemicals	7,500	5,000	7,500
6051	Telephone	1,000	900	1,000
6055	Utilities	15,400	6,400	15,400
6058	Waste Removal	880	420	880
6060	Swim Team	2,200	2,600	2,200
6100	Permits	400	200	400
7011	Unemployment	515		738
7012	Workman's Comp	4,413		5,975
7013	Medicare	725		870
7014	Fica	3,100		3,720
TOTAL		\$ 97,433	\$ 74,170	\$ 110,883

01 80-80 PARKS & RECREATION

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
6000	Salaries	191,508	226,000	223,284
	Scorekeepers & Summer Help			9,460
6001	Overtime	1,789	1,400	1,789
6002	Health, Life & STD Insurance	39,184	34,900	36,442
6003	Dental Insurance	1,858	1,750	2,281
6009	Training	5,000	4,900	5,000
6010	Travel	3,500	2,300	2,800
6011	Subscriptions/Memberships	900	900	900
6019	Uniforms	800	1,000	1,000
6020	Fuel/Oil/Lube	6,000	4,740	6,000
6021	Vehicle Maintenance/Repair	5,000	5,000	5,000
6024	Monthly Credit Card Fees	324	300	325
6025	Credit Card Machine Purchase	1,752	100	0
6026	Facilities Maintenance/Repairs	3,000	1,000	2,000
6027	Ball Field Maintenance	4,000	1,500	4,000
6031	Equipment Maintenance	4,000	2,400	4,000
6032	Copier Maintenance Contract	2,700	1,740	2,700
6040	Office Supplies	3,000	2,820	3,000
6043	Cell Phones/Walkie Talkies	3,000	1,452	1,800
6044	Safety Equipment	1,500	300	800
6055	Electric	13,500	14,256	15,000
6058	Waste Removal	3,000	1,080	1,000
6064	Reimbursements/Refunds	500	1,296	1,500
6066	Commission Expenses	200	155	200
6067	Recreational Programs	18,000	11,748	18,000
6069	Summer Program	1		14,000
6070	Advertising	8,000	3,840	4,000
6081	General Supplies/Parks	2,700	3,720	3,000
6082	Recreation Start Banks	0	0	1,500
6093	PT Rec/Program Labor	25,000	21,000	25,000
6201	Computer Services/Software	800	800	1,800
6204	Computer Equipment	2,000	1,820	2,000
7011	Unemployment Insurance	433		719
7012	Workman's Compensation	8,449		12,897
7013	Medicare	2,803		3,401
7014	FICA	11,984		14,541
7015	Retirement	17,590	19,800	21,036
8001	Light Recreational Equipment	1,500	600	1,500
8002	Equipment	6,000	6,000	6,000
8100	Equipment Rentals	1,500	1,000	1,500
8200	State Sales Tax	7,000	1,800	7,000
8300	Fertilizer/Landscape Maintenance	2,500	2,500	5,000
9055	Recreation Program Sponsorships	10,000	8,500	25,000
9056	Special Olympics Donations	1,500	960	1,500
	Fingerprinting Volunteers			3,000
TOTAL		\$ 423,775	\$ 395,377	\$ 502,675

Salaries Include

Parks & Recreation Director
Recreation Supervisor
Administrative Assistant
Parks Maintenance Foreman
Parks Lead Worker
Parks Maintenance (2)
Scorekeepers (2)
Summer Help (2)

*\$19,500 of salaries transferred
to Special Events.

*Summer Help - 1 employee @ \$6.75/hr to open gym - approx 25 hrs/week for 8 weeks
1 employee @ \$6.75/hr for parks/maint help - approx 40 hrs/wk for 8 weeks

01-80-81 SPECIAL EVENTS

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
6000	Salaries	44,330	21,000	25,000
6001	Overtime	12,868	4,248	8,000
6002	Health, Life & STD Insurance	6,668	4,300	0
6003	Dental Insurance	310	220	0
6070	Event Advertising	15,600	15,600	17,000
6071	Banners/Signage	2,000	2,000	2,500
6072	Entertainment	15,525	15,525	15,500
6073	Food	22,550	22,550	27,900
6074	Insurance	1,333	1,300	0
6076	Lodging	1,100	1,100	1,700
6077	Security	2,500	2,500	3,200
6078	Judges	1,250	950	1,250
6079	Wine Reimbursements	3,000	4,915	8,000
6080	Special Event Supplies	11,850	13,956	18,300
6081	Special Event Tent Labor	5,600	3,000	1
6082	Start Banks	25,000	15,760	18,500
6083	Fireworks	0	0	5,000
7011	Unemployment Insurance	72		0
7012	Workman's Compensation	1,066	1,040	2,546
7013	Medicare	829	360	479
7014	FICA	3,546	1,520	2,046
7015	Retirement	5,205	2,000	3,168
8100	Equipment Rental	5,100	5,116	4,500
TOTAL		\$ 187,303	\$ 138,960	\$ 164,589

<p>Salaries Include Parks & Maintenance Workers *labor for events</p>
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*Approx 420 Volunteer hours included in workman's comp estimates.

*Salaries - \$5,500 from Maintenance and \$19,500 from Parks & Recreation

01 80-83 LIBRARY

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
6000	Salaries	186,605	190,000	197,943
6001	Overtime	500	500	500
6002	Health, Life & STD Insurance	26,571	21,000	26,211
6003	Dental Insurance	1,239	1,250	1,630
6004	Volunteer Expenses	800	708	1,000
6009	Training	500	500	600
6010	Travel	800	163	800
6011	Subscription/Memberships	300	254	350
6020	Fuel/Oil/Lube	500	174	500
6026	Building Maintenance	500	6	500
6031	Equipment Maintenance	500	70	500
6032	Copier Maintenance Contract	500	557	700
6040	Office Supplies	6,000	5,386	6,500
6042	Books/Tapes/Publications	22,000	23,588	25,000
6048	Materials/County Match	15,000	15,000	20,000
6052	Amigo/Aznet	4,000	2,379	4,000
6055	Electric	7,000	6,375	7,000
6056	Propane	2,000	2,768	3,000
6057	Water	750	665	750
6058	Waste Removal	800	730	800
6066	Commissioner's Expense	250	250	250
6067	Library Programs	7,500	7,500	8,000
6075	Advertising	300	226	400
6080	Postage	1,500	1,728	2,000
6094	Contractual Services	5,700	5,700	5,000
6201	Computer Services/Software	1,000	156	1,000
7011	Unemployment Insurance	433	400	689
7012	Workman's Compensation	899	850	1,064
7013	Medicare	2,713	2,750	2,877
7014	FICA	11,600	11,700	12,303
7015	Retirement	17,027	16,800	18,259
8001	Equipment/Furniture	8,000	7,162	2,000
8004	Dynix	11,500	11,475	13,500
9055	Donations	1	200	200
TOTAL		\$ 345,287	\$ 338,969	\$ 365,827

<p>Salaries Include: Library Director Librarian (2) Childrens Librarian Librarian Assistant Part Time (2) PT Children's Library Assistant Special Program Instructors (2)</p>
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01 99-99 PUBLIC WORKS/ENGINEER

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
6000	Salary	80,000	76,800	82,000
6002	Health, Life & STD Insurance	7,063	5,500	5,474
6003	Dental Insurance	310	300	326
6009	Training	2,000	2,000	2,000
6010	Travel	1,500	1,500	1,500
6011	Subscriptions/Memberships	600	600	600
6040	Office Supplies	1,500	1,500	1,500
6041	Printing	300	300	300
6042	Books/Tapes/Publications	500	500	500
6043	Cell Phone	500	500	500
6201	Computer Services/Software	500	500	1,000
6204	Computer Equipment	2,000	2,000	1,500
7011	Unemployment Ins	72	79	86
7012	Workman's Compensation	384	1,100	2,361
7013	Medicare	1,160	1,150	1,189
7014	FICA	4,960	4,706	5,084
7015	Retirement	7,280	6,900	7,872
8001	Equipment	1,500	1,500	1,500
	Consulting			20,000
TOTAL		\$ 112,129	\$ 107,435	\$ 135,291

<p>Salaries Include: Public Works Director/Engineer</p>
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03 50-00 CIP FUND

Revenue

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
4001	CIP Fund Revenue	680,000	670,000	700,000
TOTAL		\$ 680,000	\$ 670,000	\$ 700,000

Expenditure

NUMBER	DESCRIPTION	ESTIMATED			
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET	
Assumption Projects					
5015	Verde Lakes Drive	150,000	0	0	
5016	Finnie Flats Drainage	30,000	0		
5035	Water Co. Debt Service Encumberan	250,000	250,000	100,000	
5080	CVMO Vehicles	73,000	62,800	72,000	
5081	Police Radio Upgrade	5,200	5,908		
5089	Pool Remodel	30,000	30,000	0	
5091	Duct Work-Adult Literacy	10,000	0	0	
5095	Rolling File Cabinets	20,000	0	20,000	Clerk
5096	Court Remodel	10,000	6,500	0	
5121	Library Enhancement	10,000	1,500	10,000	Library
6094	P&Z Consultant	4,000	0		
6095	Permit Software (Comm Dev)	80,000	0	80,000	
8090	Chamber of Commerce	134,676	134,676	135,000	
	Hot Mop Rio Verde Plaza Roof			8,000	Maint
	110 Diesel Tractor			38,000	Parks
	Organizational Donation			32,000	Finance
	Sanitary District			135,000	
	Solar Heating System & Pool Covers			58,500	Pool
TOTAL		\$ 806,876	\$ 491,384	\$ 688,500	

04 50-00 PARKS FUND

Revenue

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
4001	Parks Fund Revenue	453,300	445,000	470,000
TOTAL		\$ 453,300	\$ 445,000	\$ 470,000

Expenditure

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
5050	Sunnyside park	500	612	500
5060	Butler Soccer Field	5,300	4,430	5,500
5080	Special Events Tent	0		
5130	Local Park Improvements	10,000	8,900	45,000
5140	NEPA Study	0		
5150	Collection Agreement-Forest Svc	35,000		
5160	Black Bridge Riverfront Park	86,000	2,530	95,000
5170	Verde Lakes Park	12,000	1,800	12,000
9999	Parks Fund Contingency	0		
Community Park Acquisition & Development				1,900,000
TOTAL		\$ 148,800	\$ 18,272	\$ 2,058,000

05 60-68 MAGISTRATE SPECIAL REVENUES and EXPENSES

Revenue

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
4051	Local JCEF	8,200	5,800	5,800
4052	Fill the Gap	3,400	4,500	4,500
4053	Court Enhancement	36,000	30,500	30,500
TOTAL		\$ 47,600	\$ 40,800	\$ 40,800

Expenditures

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
6034	Fill the Gap	4,000	0	5,800
6037	Local JCEF	4,000	4,500	4,500
6038	Court Enhancement	27,000	2,500	30,500
TOTAL		\$ 35,000	\$ 7,000	\$ 40,800

06 41-00 STATE/LOCAL GRANT REVENUE

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
4801	Governor's Office of Hwy Safety			10,000
TOTAL		\$ -	\$ -	\$ 10,000

06 50-XX STATE/LOCAL GRANT EXPENDITURES

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
8001	GOHS IN-CAR CAMERAS			10,000
TOTAL		\$ -	\$ -	\$ 10,000

09 42-00 CDBG GRANT REVENUES

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
4010	Community Improvement/Restrooms	248,195	0	298,195
4020	Architectural Barrier Removal	30,750	38,675	0
4030	Hollamon Street Improvements	131,083	0	0
4040	Townsite Street Improv Reimbs	323,033	0	323,033
4050	Senior Center Reimbursements	58,775	0	58,775
TOTAL		\$ 791,836	\$ 38,675	\$ 680,003

09 10-00 CDBG COMMUNITY IMPROVEMENT/RESTROOM EXPENDITURES

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
9000	Grant Administration	48,195	0	48,195
9999	Restroom Expenses	200,000	0	250,000
TOTAL		\$ 248,195	\$ -	\$ 298,195

09 20-00 CDBG ARCHITECTURAL BARRIER REMOVAL EXPENDITURES

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
9999	Architectural Barrier Rem Expenses	30,750	30,750	0
TOTAL		\$ 30,750	\$ 30,750	\$ -

09 30-00 CDBG HOLLAMON STREET IMPROVEMENTS EXPENDITURES

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
9999	Hollamon Street Improvement Exps	131,083	0	0
TOTAL		\$ 131,083	\$ -	\$ -

09 50-00 CDBG GRANT EXPENDITURES

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
7010	General Administration	0		
TOTAL		\$ -	\$ -	\$ -

09 60-00 CDBG 2006 CYCLE GRANT EXPENDITURES

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
7000	Townsite Street Improvements	272,063		
8000	Senior Center Expenses	58,775		
9000	Grant Administration	50,970		
TOTAL		\$ 381,808	\$ -	\$ -

16 00-00 IMPACT FEES

Revenue

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
01-4001	General Government Impact Fees			104,009
01-4002	General Government Interest			980
02-4001	Police Services Impact Fees			154,494
02-4002	Police Services Interest			1,400
03-4001	Library Impact Fees			57,790
03-4002	Library Interest			540
04-4001	Parks & Recreation Impact Fees			128,950
04-4002	Parks & Recreation Interest			1,250
TOTAL		\$ -	\$ -	\$ 449,413

Expenditure

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
01-00-9999	General Government Expenditures			0
02-00-9999	Police Services Expenditures			0
03-00-9999	Library Expenditures			0
04-00-9999	Parks & Recreation Expenditures			0
TOTAL		\$ -	\$ -	\$ -

20 40-00 HIGHWAY USER

NUMBER	DESCRIPTION	2006/2007	ESTIMATED	2007/2008
		BUDGET	2006/2007	BUDGET
			ACTUAL	
4090	Refunds/Reimbursements	20,000	500	10,000
4100	Security Deposits	2,000	2,000	2,000
4110	Surplus Property Sales	3,000	300	4,000
4900	Investment Interest	30,000	52,000	55,000
SUB TOTAL		\$ 55,000	\$ 54,800	\$ 71,000

20 43-00 HIGHWAY USER

NUMBER	DESCRIPTION	2006/2007	ESTIMATED	2007/2008
		BUDGET	2006/2007	BUDGET
			ACTUAL	
4201	HURF Revenue	947,170	960,000	989,678
4215	LTAF Revenue	51,449	83,200	84,551
SUB TOTAL		\$ 998,619	\$ 1,043,200	\$ 1,074,229

GRAND TOTAL \$ 1,053,619 \$ 1,098,000 \$ 1,145,229

Revenue	\$ 1,145,229
Expenditures	\$ 1,144,605
	\$ 624

20 70-76 STREETS

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
6000	Salaries	214,776	215,000	243,395
6001	Overtime	1,000	800	1,000
6002	Health, Life & STD Insurance	39,442	36,400	36,579
6003	Dental Insurance	1,858	1,860	2,281
6005	Seasonal Help	11,000	8,500	9,000
6008	Improvements/Repeater Site	1,000	0	1,000
6009	Training	2,000	2,000	2,000
6010	Travel	1,500	1,500	1,500
6011	Subscription Membership	200	200	200
6019	Uniforms	3,600	2,904	3,600
6020	Fuel/Oil/Lube	28,000	18,262	22,000
6021	Equipment Maintenance	28,000	24,000	28,000
6023	Equipment Rental	5,000	5,000	8,000
6025	Traffic Signal Maintenance	5,000	5,000	10,000
6026	Equipment Yard & Barn Repairs	1,000	1,000	1,000
6027	Transportation Enhancement	26,000	26,000	26,000
6028	Street Maintenance	30,000	30,000	30,000
6031	Communications Equip/Repair	2,000	0	1,000
6037	OSHA Medical Supplies	300	300	600
6040	Office Supplies	800	697	800
6041	Printing	700	700	700
6042	Books/Tapes/Publications	700	700	700
6043	Copier Maintenance Agreement	2,400	2,400	2,400
6045	Drug Screening	500	500	500
6051	Telephone	3,500	2,022	3,000
6055	Electric	1,500	580	1,500
6056	Natural Gas	1,000	1,327	1,400
6057	Water	700	670	700
6064	Mapping	200	200	200
6065	Litter Abatement	700	700	1,000
6070	Advertising	1,500	1,500	1,500
6088	Small Tools	1,500	1,500	1,800
6092	Street Yard Land Rental	25,000	24,480	25,000
6093	GIS Equipment	1	0	1
6094	Computer Services	1,000	1,000	1,000
6095	Computer Supplies	2,000	700	1,500
6096	Engineering	5,000	15,500	15,000
6203	IWORQ System	1,200	1,200	1,200
7009	Liability Insurance	25,000	25,000	25,000
7011	Unemployment Insurance	505	600	603
7012	Workman's Compensation	22,551	26,500	29,286
7013	Medicare	3,129	3,200	3,544
7014	FICA	13,378	13,800	15,152
7015	Retirement	19,636	19,600	23,462
8006	Title Clearance	500	100	100
SUB TOTAL PAGE 1		\$ 536,275	\$ 523,902	\$ 584,202

20 70-76 STREETS

NUMBER	DESCRIPTION	ESTIMATED		
		2006/2007 BUDGET	2006/2007 ACTUAL	2007/2008 BUDGET
8075	Lease Purchase	1	0	1
8400	Capital Improvements	1	10,300	1
8401	Street & Safety Signing	4,000	4,600	5,000
8402	Street Construction	50,000	50,000	50,000
8404	Traffic Signal Electricity	4,200	4,995	5,000
8406	Surveying	5,000	5,000	5,000
8408	Street Stripping	20,000	19,726	28,000
9500	Right-of-Way Acquisition	1,000	1,000	1,000
9510	Chip Seal/Maintenance	392,000	400,000	400,000
9530	Flood Control	1	0	1
9540	Street Paving	40,000	40,000	40,000
9999	Contingency	0		
	Public Works Remodel +5%			26,400
	SUB TOTAL PAGE 2	\$ 516,203	\$ 535,621	\$ 560,403

TOTAL PAGE 1	\$ 536,275	\$ 523,902	\$ 584,202
TOTAL PAGE 2	\$ 516,203	\$ 535,621	\$ 560,403
GRAND TOTAL	\$ 1,052,478	\$ 1,059,523	\$ 1,144,605

<p>Salaries Include: Foreman Streets Admin Assistant Heavy Equipment Operator Medium Equipment Operator (3) Street Inspector</p>
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**RESOLUTION
NO. 1425- XXXX**

**AMENDING RESOLUTION NO. 1425, WHICH AMENDED
RESOLUTION NO. 1347, WHICH AMENDED RESOLUTION NO. 1163
ESTABLISHING THE YAVAPAI COUNTY WATER ADVISORY
COMMITTEE AND RESOLUTION**

WHEREAS, the Board of Supervisors ("Board") is authorized under the general powers found in A.R.S. 11-251 to establish advisory committees; and

WHEREAS, a need exists in Yavapai County for a coordinated effort to deal with water issues that are of a regional nature; and

WHEREAS, the cities and towns of Yavapai County, along with private water-related organizations have expressed interest in the County acting as the facilitator for coordinated efforts related to regional water issues; and

WHEREAS, the Board of Supervisors has agreed to act as the facilitator for this coordinated effort.

NOW, THEREFORE, BE IT RESOLVED THAT:

- (1) The Yavapai County Water Advisory Committee ("Committee") is established, with the mission of the committee to be the review of information on water issues of a regional nature ~~as may be provided by the Verde Watershed Association, the Groundwater Users' Advisory Council of the Prescott AMA, and other water related organizations or individuals, and report its findings and recommendations on a quarterly basis to the Board of Supervisors~~ and recommend water management strategies to the appropriate entities.
- (2) The Committee shall meet on a regular basis to review information on regional water issues. The Committee shall be responsible for determining the issues and the priority of the issues it will consider. Any conclusions reached by the Committee regarding such issues shall be accomplished by consensus rather than voting. The Committee shall be subject to the provisions of the Arizona Open Meeting Law, and all records received by or generated from the Committee shall be public except to - the extent that such records may be deemed confidential pursuant to applicable statutes
- (3) ~~Committee members shall be appointed by the Board upon the recommendation of the entity they are to represent. Membership on the Committee shall consist of the three representatives from Yavapai County Supervisors to represent each of the~~

~~Supervisory Districts~~, one representative from each of the incorporated cities and towns in the County, one representative from each of the two Native American tribes in the County, and the Director of the Arizona Department of Water Resources or ~~his/her~~ their designee. Members shall serve until replaced by the Board, ~~upon the recommendation of the~~ entity they represent. Appointments to the Committee shall be accompanied by official written notification of such to the Committee from the member entity. Notwithstanding the above stated ability for each member entity to replace their representative at any time, terms of representatives shall be two years. Unless official written notice of replacement is provided to the Committee upon completion of a term, the representatives' term shall be deemed automatically renewed. Appointments will not be subject to term limitations. The Committee ~~shall~~ may maintain a list of alternates who from time to time may sit in place of the Board appointed representative.

(4) The Committee may establish policies and procedures for positions of Committee Chair, Vice-Chair, and Secretary.

~~(4)~~(5) The Committee shall have the authority to establish subcommittees, as it deems appropriate, and may use such technical and legal resources as may be necessary subject to available funds. Subcommittees established by the Committee shall be subject to the provisions of the Arizona Open Meeting Law, and all records received by or generated from the Committee shall be public except to the extent that such records may be deemed confidential pursuant to applicable statutes.

~~(5)~~(6) ~~Recognizing that the committee membership primarily consists of duly elected representatives and/or their appointees, and that each entity contributes of their own funds to support the Water Advisory Committee's goals, the committee shall be allowed to respond to certain water resource issues after notifying the Supervisors, through the Clerk of the Board, of their response. A response or recommendation that may not elicit Board approval shall contain a notice that the recommendation of the Committee does not necessarily reflect the views of the Board of Supervisors. The Committee shall act in an advisory capacity to the Board on water resource related matters.~~ Funding to support the activities of the Water Advisory Committee is provided by the member entities. With the exception of the Arizona Department of Water Resources, each entity contributes their own funds based on population in the amount set forth in the Contribution Schedule established by the applicable Intergovernmental Agreement between the member parties.

~~(6)~~(7) Staffing for the Committee with regard to the posting of agendas, taking of minutes, and keeping of official records shall be provided by the Board of Supervisors through the Clerk of the Board or her designee. ~~Other resource needs may be requested through the County Administrator's office. Subcommittees of the Committee shall be responsible for their own staffing.~~

~~(7)~~(8) The Board of Supervisors shall have the authority to suspend or dissolve the Committee if it deems such action to be appropriate.

~~(8) No single member of the Water Advisory Committee can make a statement that pretends purports to represent either the Water Advisory Committee or the Board of Supervisors. All requests for information shall be directed to staff for response.~~

APPROVED AND ADOPTED this ~~17th~~ day of ~~December~~, 2003.

A.G. "Chip" Davis
Chairman, Board of Supervisors

ATTEST:

Bev Staddon
Clerk, Board of Supervisors

JACOB TEAGUE MEMORIAL FUND TOURNAMENT

The Jacob Teague Memorial Fund Tournament was started in Memory of Jacob Teague, Camp Verde Marshal Officer in 2006. Prior to the tournament being called Jacob Teague Memorial Fund, the tournament was called the "Triple 9 Softball Tournament".

Jacob Teague was a life long Camp Verde resident and served his community from 2000 to April 2004 with the Camp Verde Marshal's Office.

All proceeds received during the softball tournament are divided equally between Camp Verde, Clarkdale and Cottonwood Police departments for support of the canine. The funds raised are used for equipment, training and miscellaneous items the canine needs.

This years Tournament will be on August 25, 2007, starting at 8:00 a.m. The City of Cottonwood provides the ball fields, free of charge, and the Town of Clarkdale provides the trophies for the tournament.



CHARLES C. GERMAN
P.O. BOX 327
CAMP VERDE, AZ 86322
JULY 2, 2007

To: The Town of Camp Verde Mayor & Council
From: Charles C. German/Linda Harkness

Subj: Request two items be placed on the July 11th Town Council Agenda

Council Sponsorship: Brenda Hauser

We request that Charles German be placed on the agenda to present signed petitions to Council regarding building new Library structure.

We request that Linda Harkness be placed on the agenda to make a request to gather information in behalf of the Town so that a construction proposal/plan can be brought back to the Council on or before the first regular Council meeting in November, 2007. This request would not obligate the Council in any way. This is only requesting the Town Council authorizing Linda Harkness to gather necessary information to develop a community construction proposal/plan for the new Library. This would be an action item for approval/non-approval.

Respectfully,



Charles C. German

Cc: Councilwoman Brenda Hauser