

COUNCIL MEETING AGENDA

TUESDAY, DECEMBER 22, 2015

Members may attend in person or by telephone

Ed Foster, Mayor
Norm Simpson, Vice Mayor

Carol Kelley
Loretta Warner
Hal Davidson

Mark Orgeron
Gunny St. Germain

**Quartzsite Town Hall
Council Chambers
465 North Plymouth Avenue
Quartzsite, Arizona**

**Regular Meeting
7:00 p.m.**

SPEAKING TO THE COUNCIL

If you are interested in speaking to the Council during Public Hearings, Communications from Citizens, or other designated agenda items, you must fill out a speaker card (located on the table inside the front entrance to the Council Chambers) and deliver it to the Town Clerk prior to the convening of the meeting. Each individual will be limited to three (3) minutes for their remarks.

All persons attending the Council meeting, whether speaking to the Council or not, are expected to observe the Council Rules, as well as the rules of politeness, propriety, decorum and good conduct. Any person interfering with the meeting in any way, or acting rudely or loudly, will be asked to leave.

CELL PHONES AND RECORDING DEVICES

As a courtesy to others please turn off or silence all cell phones or pagers. Reporters or others with recording devices are requested to be staged at the back of the public seating area in order not to interfere with the meeting.

***Items may be discussed earlier or in a different sequence.
Headphones are available upon request for the hearing impaired.***

	AGENDA ITEM	COUNCIL ACTION
	CALL TO ORDER OF REGULAR MEETING	
	<p style="text-align: center;">INVOCATION AND PLEDGE OF ALLEGIANCE</p> <p><i>The invocation may be offered by a person of any religion, faith, belief or non-belief. Interested persons should contact the Clerk for further information.</i></p>	
	ROLL CALL	
	<p>CALL TO THE PUBLIC AND COMMUNICATIONS FROM CITIZENS - <i>At this time, members of the public may comment on matters within the jurisdiction of the Town but not on the agenda. For the official record, individuals must state their name. There is a 3 minute limit for each speaker. The Council's response is limited to responding to criticism, asking staff to review a matter commented upon, or asking that a matter be put on a future agenda.</i></p>	

	ANNOUNCEMENTS	
	PRESENTATIONS; PROCLAMATIONS	
1.	QUARTZSITE IN MOTION – Presentation by Dave Anderson on current events and activities of the non-profit organization.	
	<p>CONSENT AGENDA</p> <p><i>All items listed below are considered consent calendar items and may be approved by a single motion unless removed at the request of Council for further discussion/action. Other items on the agenda may be added to the consent calendar and approved under a single motion.</i></p>	
2.	LEDGER OF ACCOUNTS PAID – Consider approval of check series 39659 - 39702, totaling \$ 40,863.69.	Discussion; possible action by MOTION; may be acted upon with single motion.
	<p>PUBLIC HEARING</p> <p><i>If no requests to speak have been submitted, Items will be heard at one Public Hearing. Items may be heard separately if requested by a member of the Council or if a request to speak has been submitted. Comments will be heard from those in support of or in opposition to an item. Hearings may be held prior to the estimated time indicated on the Agenda.</i></p> <p><i>In order to comment on a Public Hearing Item, you must fill out a public comment form, indicating the Item Number on which you wish to be heard. There is a 3 minute limit for each speaker.</i></p> <p><i>Once the hearing is closed, there will be no further public comment unless requested by a member of the Council. After the Public Hearing, the Council may act on all items not requiring additional staff, public or Council Member comment with a single vote.</i></p>	
3.	LIQUOR LICENSE PUBLIC HEARING - Conduct hearing and consider recommending approval to the Arizona Department of Liquor Licenses and Control of an application for a Special Event License for VFW Post 769. The Special Event will take place at the Main Event, located at 480 S. Quartzsite Blvd., Quartzsite, AZ, from January 15, 2016 through January 24, 2016.	Hearing; discussion; possible action by MOTION.

	<p>ADMINISTRATIVE ITEMS</p> <p><i>Administrative items are for Council discussion and action. It is at the discretion of the majority of the Council regarding public input requests on any Administrative Item. Persons wishing to speak on an Administrative Item should complete a Request to Speak Form and indicate the Item they wish to address. Council may or may not accept public comment.</i></p>	
4.	<p>MINUTES – Consider approval of the minutes of the Town Council Regular Meeting of December 8, 2015 and of the Town Council Town Hall Meeting of December 9, 2015.</p>	Discussion; possible action by MOTION.
5.	<p>DUMP TRUCK LEASE-PURCHASE – Review and possible approval to enter into a lease-purchase agreement with PACCAR Financial to acquire a budgeted new Kenworth heavy duty dump truck for Public Works.</p>	Discussion; possible action by MOTION.
6.	<p>ARIZONA MUTUAL AID COMPACT – Discussion, review and possible action to become a participating party in a compact of the Arizona Department of Emergency and Military Affairs and joined political jurisdictions within the State of Arizona and in which participating parties dispatch mutual aid assistance to any affected area in accordance with local ordinances resolutions, emergency plans or agreements.</p>	Discussion; possible action by MOTION.
7.	<p>TOWN CODE AMENDMENTS TO CHAPTER 20, HEALTH & DEVELOPMENT SERVICES BOARD – Discussion and review of a proposed ordinance amending the following Articles and Sections:</p> <ul style="list-style-type: none"> ➤ Article 20-1 Health and Development Services Board <ul style="list-style-type: none"> • Membership and Terms of Office (Section 20-1-2) • Compensation and Expenses (Section 20-1-3) • Duties (Section 20-1-5) • Vacancies (Section 20-1-7) ➤ Article 20-2 Request for Financial Assistance ➤ Article 20-3 Documentation and Reporting 	Discussion.

8.	TEMPORARY PART-TIME CLERK TO SERVE AS RECEPTIONIST - Consider approval to advertise for and appoint a customer service clerk to work at the reception desk answering phones, helping customers at the reception counter, processing vendor permits, utility payments and serving as dispatcher for the transit system. This position will end on the last working day of March. It is an approved and budgeted vacant position.	Discussion; possible action by MOTION.
COMMUNICATIONS		
9.	Reports from the MAYOR on current events.	
10.	Reports from the COUNCIL on current events.	
11.	Reports from the TOWN MANAGER to the Council.	
ADJOURN		MOTION to adjourn.

PERSONS WITH A DISABILITY MAY REQUEST A REASONABLE ACCOMMODATION BY CONTACTING THE TOWN CLERK'S OFFICE AT 928-927-4333. REQUESTS SHOULD BE MADE 24 HOURS IN ADVANCE PLEASE, OR AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE ACCOMMODATION.

COUNCIL MAY NOT ACT ON ITEMS NOT ON THE AGENDA

Certification of Posting

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following locations: Quartzsite Town Hall, 465 N. Plymouth Ave, Quartzsite, AZ, U.S. Post Office, 80 W. Main Street, Quartzsite, AZ and The Senior Center, 40 Moon Mountain Ave, Quartzsite, AZ, on the ____ day of _____, 2015, at ____ a.m./p.m. in accordance with the statement filed by the Town of Quartzsite with the Town Clerk, Town of Quartzsite.

By: _____, Town Clerk's Office

MAGISTRATE ACTIVITY REPORT

MONTH OF NOVEMBER 2015

	Prior Month	Current Month
Civil Traffic Action Filed	14	15
Criminal Traffic Action Filed	3	0
Misdemeanor Cases Filed	9	5
Initial Appearances Handled	20	19
Trials and Pre-Trials Held	26	36
Civil Traffic Closings	50	25
Criminal Traffic Closings	6	3
Misdemeanor Cases Closed	12	7
Warrants Issued	7	4
Warrants Closed	7	6
Harassment or Orders of Protection	0	0
Revenue generated by Court	\$4,712.76	\$3,817.10
Total Collected	\$9,599.95	\$8,867.06

Pamela Shirley, Magistrate

Signature

Preparer:



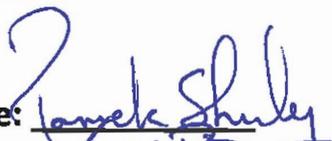
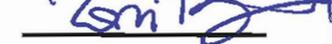
**TOWN OF QUARTZSITE
MONTHLY FEE BOOK TOTALS
MAGISTRATE COURT**

MONTH: NOVEMBER 2015

ACCOUNT#	ACCOUNT DESCRIPTION	TOTAL
01-2211	BONDS PAYABLE	\$901.00
01-2212	MAGISTRATE PAYABLE	\$3,817.10
01-4410	MUNICIPAL FINES REVENUE	\$3,639.82
21-4420	LOCAL JCEF REVENUE	\$52.50
42-4044	COURT ENHANCEMENT	\$260.38
39-4027	LAW ENFORCEMENT REVENUE	\$75.69
01-4105	PUBLIC SAFETY RECOVERY FUND	\$120.57
TOTAL		\$8,867.06

Magistrate:

Preparer:



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, December 22, 2015

Agenda Item #2 Consider approval of check series 39659-39702, totaling \$40,863.69.

Summary: The Quartzsite Town Council Procedure Policy states that at least once each month the Council shall review a list of all the bills paid, and may ask for clarification at any time.

The Procedure Policy also states the Council should designate the check numbers being approved.

Responsible Person: Skylor Miller, Town Manager

Attachment: Ledger of Accounts Paid: check series 39659-39702.

Action Requested: Motion to approve the Ledger of Accounts Paid; check series 39659-39702.

Town of Quartzsite

Payroll Earnings, Benefits & Deductions

Pay Period Dates: 11/22/2015 to 12/05/2015

Employee Earnings \$ 69,504.25

Employee Deduction

Soc Security	\$ 2,829.22
Medicare	\$ 983.44
Federal WH	\$ 5,641.10
State WH	\$ 1,724.84
Retirement	\$ 1,182.49
Retirement Loan	\$ 764.36
Police Retirement	\$ 2,661.13
Medical	\$ 1,550.10
Dental	\$ 272.74
Life/VOL Ins	\$ 111.41
Vision	\$ 204.06
AFLAC	\$ 1,382.84
Misc Deductions	\$ 1,015.19
Total:	\$ 20,322.92

Payroll Related Checks Series:

39659 to 39667

Non-Direct Deposit Employees: 3

Payees Description:

Police Retirement
457 Plan
Profit Sharing Plan
Employee Deduction
Employee Deduction
Employee Deduction

Employee Net Pay \$ 49,181.33

Employee Count: 51

Regular Hours:	2804.70
Overtime Hours:	84.00
GOHS Grant OT:	0.00
Total Number of Hours:	2888.70

Payroll Register Detail & Benefits Register Detail on file in Payroll Folder

**Quartzsite Town Council Meeting of
DECEMBER 22, 2015
Check Register/ Revenue/ Consent Agenda**

Horizon Community Bank - Begin Check #39659-39702

Balances on all cash accounts as of December 17, 2015

Checking Account	\$	3,260,816.91
LGIP Account	\$	699,342.40
WIFA Debt Reserve Account	\$	70,495.17

Total Expensed Dollar Amount for Consent Agenda	\$	110,367.94
Total Payroll for Pay Period Ending 12/05/15	\$	69,504.25
YTD Total Revenue Dollar Amount for Consent Agenda	\$	932,783.89
YTD Total Sewer Cap Revenue as of 12/17/15	\$	0
YTD Total Sewer Sales Revenue as of 12/17/15	\$	459,544.02
YTD Total Water Cap Revenue as of 12/17/15	\$	0
YTD Total Water Sales Revenue as of 12/17/15	\$	473,239.87

Report Criteria:

Report type: GL detail

Check Check Number = 39859-39702

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
39668						
12/10/15	39668	Chevron Usa	599.08	Fuel - Police	01-140-5024	599.08
12/10/15	39668	Chevron Usa	47.64	Fuel - Administration	01-130-5024	47.64
12/10/15	39668	Chevron Usa	73.92	Fuel - Magistrate	01-150-5024	73.92
Total 39668:			720.64			
39669						
12/10/15	39669	Empire Southwest	448.58	Mechanic Supplies - PW	03-220-5047	448.58
12/10/15	39669	Empire Southwest	439.01	Parts/Equip for Backhoe W/Water	16-550-5060	439.01
12/10/15	39669	Empire Southwest	633.89	Vehicle Repair - W/Water Backhoe	15-500-5025	633.89
Total 39669:			1,521.48			
39670						
12/10/15	39670	Employers Direct Health	7.14	Aggregate Employer Insurance	01-110-5018	7.14
12/10/15	39670	Employers Direct Health	20.90	Aggregate Employer Insurance	01-130-5016	20.90
12/10/15	39670	Employers Direct Health	106.99	Aggregate Employer Insurance	01-140-5016	106.99
12/10/15	39670	Employers Direct Health	30.91	Aggregate Employer Insurance	01-150-5016	30.91
12/10/15	39670	Employers Direct Health	11.89	Aggregate Employer Insurance	01-180-5016	11.89
12/10/15	39670	Employers Direct Health	11.89	Aggregate Employer Insurance	01-170-5016	11.89
12/10/15	39670	Employers Direct Health	11.41	Aggregate Employer Insurance	01-180-5016	11.41
12/10/15	39670	Employers Direct Health	7.61	Aggregate Employer Insurance	01-185-5016	7.61
12/10/15	39670	Employers Direct Health	73.23	Aggregate Employer Insurance	03-220-5016	73.23
12/10/15	39670	Employers Direct Health	7.13	Aggregate Employer Insurance	01-230-5016	7.13
12/10/15	39670	Employers Direct Health	6.18	Aggregate Employer Insurance	01-181-5016	6.18
12/10/15	39670	Employers Direct Health	20.93	Aggregate Employer Insurance	15-500-5016	20.93
12/10/15	39670	Employers Direct Health	26.15	Aggregate Employer Insurance	16-550-5018	26.15
Total 39670:			342.36			
39671						
12/10/15	39671	Etherspeak Inc.	66.38	Phone Services - Admin	01-130-5048	66.38
12/10/15	39671	Etherspeak Inc.	25.77	Phone Services - Magistrate	01-150-5048	25.77
12/10/15	39671	Etherspeak Inc.	20.85	Phone Services - P & Z	01-160-5048	20.85
12/10/15	39671	Etherspeak Inc.	20.85	Phone Services - Library	01-170-5048	20.85
12/10/15	39671	Etherspeak Inc.	15.91	Phone Services - Rec	01-185-5048	15.91
12/10/15	39671	Etherspeak Inc.	20.85	Phone Services - PW	03-220-5048	20.85
12/10/15	39671	Etherspeak Inc.	15.91	Phone Services - WWTP	15-500-5048	15.91
12/10/15	39671	Etherspeak Inc.	15.91	Phone Services - Water	16-550-5048	15.91
Total 39671:			202.43			
39672						
12/10/15	39672	Inland Builders Supply, Inc.	64.79	Irrigation Parts - Parks Dept	01-180-5086	64.79
Total 39672:			64.79			
39673						
12/10/15	39673	Quill Corporation	95.97	Office Supplies - Police	01-140-5022	95.97
12/10/15	39673	Quill Corporation	103.00	Office Supplies - Admin	01-130-5022	103.00
12/10/15	39673	Quill Corporation	7.72	Office Supplies - Water	16-550-5022	7.72

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
12/10/15	39673	Quill Corporation	122.38	Office Supplies - WWTP	15-500-5022	122.38
12/10/15	39673	Quill Corporation	77.45	Office Supplies - P & Z	01-160-5022	77.45
12/10/15	39673	Quill Corporation	130.98	Office Supplies - PW	03-220-5022	130.98
12/10/15	39673	Quill Corporation	55.50	Laminating Pouches - P&Z	01-160-5022	55.50
12/10/15	39673	Quill Corporation	32.00	Expanding Crake - Admin	01-130-5022	32.00
12/10/15	39673	Quill Corporation	91.47	Tri-color Inkjet cartridge - P&Z	01-160-5022	91.47
Total 39673:			<u>716.47</u>			
39674						
12/10/15	39674	Tamco Capital Corp.	115.80	Phone Services (M&C)	01-110-5048	115.80
12/10/15	39674	Tamco Capital Corp.	592.66	Phone Services (Admin)	01-130-5048	592.66
12/10/15	39674	Tamco Capital Corp.	276.20	Phone Services (Court)	01-150-5048	276.20
12/10/15	39674	Tamco Capital Corp.	223.38	Phone Services (P&Z)	01-160-5048	223.38
12/10/15	39674	Tamco Capital Corp.	223.38	Phone Services (Library)	01-170-5048	223.38
12/10/15	39674	Tamco Capital Corp.	170.57	Phone Services (Rec)	01-185-5048	170.57
12/10/15	39674	Tamco Capital Corp.	223.38	Phone Services (PW)	03-220-5048	223.38
12/10/15	39674	Tamco Capital Corp.	170.58	Phone Services (WW)	15-500-5048	170.58
12/10/15	39674	Tamco Capital Corp.	188.62	Phone Services - Water	16-550-5048	188.62
Total 39674:			<u>2,164.57</u>			
39675						
12/10/15	39675	Tommy Thomas	100.00	Boot Allowance - T. Thomas	01-180-5019	100.00
Total 39675:			<u>100.00</u>			
39676						
12/10/15	39876	Zions Bank	4,141.17	Excise Tax Bond - Interest	01-100-5007	4,141.17
Total 39676:			<u>4,141.17</u>			
39677						
12/10/15	39877	River City Newspapers	48.38	Public Hearing P&Z - Legal #8872	01-160-5035	48.38
12/10/15	39877	River City Newspapers	94.06	Publish Ordinance 15-06 Legal# 8609	01-130-5035	94.06
12/10/15	39877	River City Newspapers	177.40	Publish 15-08-Legal #3917 - 2 Weeks	01-130-5035	177.40
Total 39677:			<u>319.84</u>			
39678						
12/10/15	39678	Visa	100.00	Registration: DUI Conference - P. Shirley	01-150-5043	100.00
12/10/15	39678	Visa	386.70	Lodging Week 1: K9 Tmg - J. Keeling	01-140-5043	386.70
12/10/15	39678	Visa	497.32	Lodging Week 2: K9 Tmg - J. Keeling	01-140-5043	497.32
12/10/15	39678	Visa	386.70	Lodging Week 3: K9 Tmg - J. Keeling	01-140-5043	386.70
12/10/15	39678	Visa	18.18	Amazon Prime Membership - Admin	01-130-5051	18.18
12/10/15	39678	Visa	18.18	Amazon Prime Membership - Parks	01-180-5051	18.18
12/10/15	39678	Visa	18.16	Annual Prime Membership - PW	03-220-5051	18.16
12/10/15	39678	Visa	18.16	Amazon Prime Membership - Police	01-140-5051	18.16
12/10/15	39678	Visa	18.16	Amazon Prime Membership - WWTP	15-500-5051	18.16
12/10/15	39678	Visa	18.16	Amazon Prime Membership - Water	16-550-5051	18.16
12/10/15	39678	Visa	43.14	5 Work Shirts - PW	03-220-5019	43.14
Total 39678:			<u>1,522.86</u>			
39679						
12/17/15	39679	ABM	332.45	Consultant Svs - Community Development	01-160-5032	332.45

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
Total 39679:			<u>332.45</u>			
39680						
12/17/15	39680	Arizona Magistrates Assoc.	50.00	AZ Magistrate Membership Renewal 2016	01-150-5051	50.00
Total 39680:			<u>50.00</u>			
39681						
12/17/15	39681	Arizona Supreme Court	750.00	LJ New Judge Orientation - Court	01-150-5043	750.00
Total 39681:			<u>750.00</u>			
39682						
12/17/15	39682	Auto Glass Boss	150.00	Auto Glass and install - WW	15-500-5025	150.00
12/17/15	39682	Auto Glass Boss	150.00	Auto Glass and install - Parks	01-180-5025	150.00
Total 39682:			<u>300.00</u>			
39683						
12/17/15	39683	Bradley Chevrolet	68.68	AC Bracket for Tahoe - Police	01-140-5025	68.68
Total 39683:			<u>68.68</u>			
39684						
12/17/15	39684	Bruce Countryman	750.00	Bond Refund for #CR20150074	01-000-2211	750.00
Total 39684:			<u>750.00</u>			
39685						
12/17/15	39685	Everett's Towing	130.00	Towing for Vehicle #1423 - Police	01-140-5035	130.00
Total 39685:			<u>130.00</u>			
39686						
12/17/15	39686	Faith, Ledyard & Faith, PL	192.50	Special Prosecutor Svcs - Nov 2015	01-120-5072	192.50
Total 39686:			<u>192.50</u>			
39687						
12/17/15	39687	Galls, An Aramark Compan	200.00	2 sets of flares - Police	01-140-5060	200.00
Total 39687:			<u>200.00</u>			
39688						
12/17/15	39688	Jack Potts Portables, Inc.	381.06	Porta Potties for Parks Dept	01-180-5035	381.06
Total 39688:			<u>381.06</u>			
39689						
12/17/15	39689	Kent & Ryan PLC	435.00	Indigent Defense Attny - Inv #224	01-150-5074	435.00
Total 39689:			<u>435.00</u>			
39690						
12/17/15	39690	Mindy Hunt	78.30	Reimbursement for Aflac Overpayment	01-130-5094	78.30

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
Total 39690:			78.30			
39691						
12/17/15	39691	OrchestrateHR	340.00	Aggregate Employer Insurance	01-110-5016	340.00
12/17/15	39691	OrchestrateHR	4,420.00	Aggregate Employer Insurance	01-140-5016	4,420.00
12/17/15	39691	OrchestrateHR	1,360.00	Aggregate Employer Insurance	01-150-5016	1,360.00
12/17/15	39691	OrchestrateHR	1,020.00	Aggregate Employer Insurance	01-170-5016	1,020.00
12/17/15	39691	OrchestrateHR	510.00	Aggregate Employer Insurance	01-180-5016	510.00
12/17/15	39691	OrchestrateHR	850.00	Aggregate Employer Insurance	01-185-5016	850.00
12/17/15	39691	OrchestrateHR	680.00	Aggregate Employer Insurance	01-230-5016	680.00
12/17/15	39691	OrchestrateHR	340.00	Aggregate Employer Insurance	01-181-5016	340.00
12/17/15	39691	OrchestrateHR	1,190.00	Aggregate Employer Insurance	15-500-5016	1,190.00
12/17/15	39691	OrchestrateHR	1,530.00	Aggregate Employer Insurance	16-550-5018	1,530.00
12/17/15	39691	OrchestrateHR	2,720.00	Aggregate Employer Insurance	03-220-5016	2,720.00
12/17/15	39691	OrchestrateHR	1,360.00	Aggregate Employer Insurance	01-130-5018	1,360.00
12/17/15	39691	OrchestrateHR	680.00	Aggregate Employer Insurance	01-160-5016	680.00
Total 39691:			17,000.00			
39692						
12/17/15	39692	Pioneer Landscaping Mate	97.57	Coco Brown 1/4" Minus	03-220-5029	97.57
Total 39692:			97.57			
39693						
12/17/15	39693	Ward Law Offices, PLLC	3,200.00	Prosecutorial Services	01-150-5073	3,200.00
Total 39693:			3,200.00			
39694						
12/17/15	39694	Yuma Nursery Supply	308.22	Irrigation Supplies - Parks	01-180-5086	308.22
Total 39694:			308.22			
39695						
12/17/15	39695	Bus. Forms & Acct. System	80.00	1099 Forms & Envelopes	01-130-5022	80.00
Total 39695:			80.00			
39696						
12/17/15	39696	Christy Conley	28.98	Reimbursement for Lights for Christmas Parade	01-140-5022	28.98
Total 39696:			28.98			
39697						
12/17/15	39697	Grainger	63.50	Thermometer, Frio-Temp - WWTP	15-500-5052	63.50
12/17/15	39697	Grainger	207.77	Tester Kit - WWTP	15-500-5052	207.77
Total 39697:			291.27			
39698						
12/17/15	39698	H.D.S. Safety Services, Inc	247.50	Random Drug Testing CDL Renewal	03-220-5051	247.50
12/17/15	39698	H.D.S. Safety Services, Inc	247.50	Random Drug Testing CDL Renewal	15-500-5051	247.50
12/17/15	39698	H.D.S. Safety Services, Inc	247.50	Random Drug Testing CDL Renewal	16-550-5051	247.50
12/17/15	39698	H.D.S. Safety Services, Inc	247.50	Random Drug Testing CDL Renewal	01-180-5051	247.50

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
Total 39698:			990.00			
39699						
12/17/15	39699	Heinfeld, Meech & Co., P.	2,316.11	FY Management Svcs - Nov 2015	01-130-5031	2,316.11
Total 39699:			2,316.11			
39700						
12/17/15	39700	Petty Cash	6.61	Promotion of Town - Certificate Frames	01-110-5022	6.61
12/17/15	39700	Petty Cash	14.31	Sheet to rLibrary Presentation	01-170-5022	14.31
12/17/15	39700	Petty Cash	5.97	Transit TAC Meeting	01-230-5022	5.97
12/17/15	39700	Petty Cash	30.00	Promotion of Town - Quartzsite-opoly	01-110-5044	30.00
12/17/15	39700	Petty Cash	10.00	Water & Candy	01-110-5022	10.00
12/17/15	39700	Petty Cash	4.00	Candy	01-110-5022	4.00
12/17/15	39700	Petty Cash	3.50	Transit TAC Meeting	01-230-5022	3.50
12/17/15	39700	Petty Cash	10.75	Money order for records	01-130-5035	10.75
12/17/15	39700	Petty Cash	69.37	K9 Supplies	01-140-5080	69.37
12/17/15	39700	Petty Cash	13.00	Water & Candy	01-110-5022	13.00
12/17/15	39700	Petty Cash	43.20	QPD Hosting Training - AZDPS Lab	01-140-5022	43.20
12/17/15	39700	Petty Cash	10.87	Yuma USBP Training - M. Ewald	01-140-5022	10.87
12/17/15	39700	Petty Cash	3.10	Janitorial Supplies	01-130-5034	3.10
12/17/15	39700	Petty Cash	7.15	Office Supplies	01-130-5022	7.15
12/17/15	39700	Petty Cash	11.52	Janitorial Supplies	01-130-5034	11.52
12/17/15	39700	Petty Cash	1.66	Janitorial Supplies	01-160-5034	1.66
12/17/15	39700	Petty Cash	1.66	Janitorial Supplies	16-500-5034	1.66
12/17/15	39700	Petty Cash	1.68	Janitorial Supplies	16-550-5034	1.68
12/17/15	39700	Petty Cash	6.61	Office Supplies	01-130-5022	6.61
12/17/15	39700	Petty Cash	16.00	Water & Candy	01-110-5022	16.00
12/17/15	39700	Petty Cash	10.80	Postage	01-160-5042	10.80
12/17/15	39700	Petty Cash	4.00	Title for New Police Car	01-140-5051	4.00
12/17/15	39700	Petty Cash	11.00	Reimbursement for fuel	01-140-5024	11.00
12/17/15	39700	Petty Cash	10.00	Car Wash	01-140-5025	10.00
12/17/15	39700	Petty Cash	6.06	Janitorial Supplies	01-140-5034	6.06
12/17/15	39700	Petty Cash	1.84	Postage	01-140-5042	1.84
12/17/15	39700	Petty Cash	40.40	K9 Supplies	01-140-5080	40.40
12/17/15	39700	Petty Cash	12.66	K9 Supplies	01-140-5080	12.66
12/17/15	39700	Petty Cash	5.51	K9 Supplies	01-140-5080	5.51
12/17/15	39700	Petty Cash	6.74	Postage	01-140-5042	6.74
12/17/15	39700	Petty Cash	18.00	Training Reimbursement	01-140-5043	18.00
Total 39700:			397.97			
39701						
12/17/15	39701	Quartzsite Cap & Embroide	32.72	5 Shirts w/logos - PW	03-220-5019	32.72
12/17/15	39701	Quartzsite Cap & Embroide	66.37	12 Caps w/logos - PW	03-220-5019	66.37
Total 39701:			99.09			
39702						
12/17/15	39702	Quill Corporation	163.41	Office Supplies - Admin	01-130-5022	163.41
12/17/15	39702	Quill Corporation	12.98	Office Supplies - Water	16-550-5022	12.98
12/17/15	39702	Quill Corporation	43.45	Office Supplies - WW	15-500-5022	43.45
12/17/15	39702	Quill Corporation	1.74	Janitorial Supplies - P&Z	01-160-5034	1.74
12/17/15	39702	Quill Corporation	10.98	Office Supplies PW	03-220-5022	10.98
12/17/15	39702	Quill Corporation	1.74	Janitorial Supplies - Library	01-170-5034	1.74

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
12/17/15	39702	Quill Corporation	37.59	Office Supplies - Court	01-150-5022	37.59
12/17/15	39702	Quill Corporation	97.02	Office Supplies - P&Z	01-160-5022	97.02
12/17/15	39702	Quill Corporation	29.37	Office Supplies - Police	01-140-5022	29.37
12/17/15	39702	Quill Corporation	81.79	Office Supplies - Admin	01-130-5022	81.79
12/17/15	39702	Quill Corporation	4.57	Office Supplies - WW	15-500-5022	4.57
12/17/15	39702	Quill Corporation	4.58	Office Supplies - Water	16-550-5022	4.58
12/17/15	39702	Quill Corporation	60.97	Office Supplies - PW	03-220-5022	60.97
12/17/15	39702	Quill Corporation	39.89	Office Supplies - Court	01-150-5022	39.89
Total 39702:			<u>589.88</u>			
Grand Totals:			<u>40,863.69</u>			
Grand Totals:			<u>40,863.69</u>	<u>40,863.69-</u>		<u>.00</u>

Report Criteria:

Report type: GL detail
Check.Check Number = 39659-39702



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, December 22, 2015

- Agenda Item #3** Conduct hearing and consider recommending approval to the Arizona Department of Liquor Licenses and Control of an application for a Special Event License for VFW Post 769. The Special Event will take place at the Main Event, located at 480 S. Quartzsite Blvd., Quartzsite, AZ, from January 15, 2016 through January 24, 2016.
- Summary:** The VFW Post 769, located at 305 N. Central Blvd., Quartzsite, AZ, has scheduled a special event from January 15, 2016 through January 24, 2016, from 12:00 p.m. to 10:00 p.m. daily. Security measures will consist of four to six security personnel and fencing.
- Responsible Person:** Skylor Miller, Town Manager
- Attachment:** Application dated December 16, 2015 for a Special Event License from the VFW Post 769.
- Action Requested:** **Motion to recommend approval of a Special Event Liquor License application for the VFW Post 769, located at 305 N. Central Blvd., Quartzsite, AZ to the Arizona Department of Liquor Licenses & Control.**



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

FOR DLIC USE ONLY	
Event Date(s):	
Event time start/end:	
CSR:	
License:	

APPLICATION FOR SPECIAL EVENT LICENSE
 Fee= \$25.00 per day for 1-10 days (consecutive)
 A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

RECEIVED
 Town of Quartzsite
 DEC 10 2015
 TOWN CLERK
 OFFICE

SECTION 1 Name of Organization: VFW Post 769

SECTION 2 Non-Profit/IRS Tax Exempt Number: 86-1001243

SECTION 3 The organization is a: (check one box only)

- Charitable Fraternal (must have regular membership and have been in existence for over five (5) years)
 Religious Civic (Rotary, College Scholarship) Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises? Yes No

 VFW Post 769 14153004 928-580-1741
 Name of Business License Number Phone (include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- Place license in non-use
 Dispense and serve all spirituous liquors under retailer's license
 Dispense and serve all spirituous liquors under special event
 Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

SECTION 6 What is the purpose of this event? On-site consumption Off-site (auction) Both

SECTION 7 Location of the Event: The Main Event

Address of Location: 480 S Quartzsite Blvd Quartzsite, LaPaz Arizona 85346
 Street City COUNTY State Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? Yes No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Dole Dennis Allen 08/31/1948
 Last First Middle Date of Birth

2. Applicant's mailing address: PO Box 2592 Quartzsite, AZ 85346
 Street City State Zip

3. Applicant's home/cell phone: (928) 580-1741 Applicant's business phone: (928) 927-7697

4. Applicant's email address: vfwdad1011@hotmail.com

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 0
(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? Yes No
(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Main Event Show Place Percentage: 75%

Address 480 S Quartzsite Blvd PO Box 4148 Quartzsite, AZ 85359
Street City State Zip

Name VFW Post 769 Percentage: 25%

Address 305 Highway 95 North PO Box 2592 Quartzsite, AZ 85346
Street City State Zip

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

Number of Police 4 to 6 Number of Security Personnel Fencing Barriers

Explanation: _____

SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.

See A.R.S. § 4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>1/15/2016</u>	<u>Friday</u>	<u>12 Noon</u>	<u>10 PM</u>
DAY 2:	<u>1/16/2016</u>	<u>Saturday</u>	<u>12 Noon</u>	<u>10 PM</u>
DAY 3:	<u>1/17/2016</u>	<u>Sunday</u>	<u>12 Noon</u>	<u>10 PM</u>
DAY 4:	<u>1/18/2016</u>	<u>Monday</u>	<u>12 Noon</u>	<u>10 PM</u>
DAY 5:	<u>1/19/2016</u>	<u>Tuesday</u>	<u>12 Noon</u>	<u>10 PM</u>
DAY 6:	<u>1/20/2016</u>	<u>Wednesday</u>	<u>12 Noon</u>	<u>10 PM</u>
DAY 7:	<u>1/21/2016</u>	<u>Thursday</u>	<u>12 Noon</u>	<u>10 PM</u>
DAY 8:	<u>1/22/2016</u>	<u>Friday</u>	<u>12 Noon</u>	<u>10 PM</u>
DAY 9:	<u>1/23/2016</u>	<u>Saturday</u>	<u>12 Noon</u>	<u>10 PM</u>
DAY 10:	<u>1/24/2016</u>	<u>Sunday</u>	<u>12 Noon</u>	<u>10 PM</u>

SECTION 13 To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, Dennis Allen Dole declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON
(Print Full Name)
appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event
Liquor License.

X Dennis Dole Qm 12/16/15 928-580-1741
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 16TH DECEMBER 2015
Month Year

State ARIZONA County of LA PAZ

My Commission Expires on: 06-05-2018 Date
TINA M. ABRIANI
Notary Public - Arizona
La Paz County
Signature of Notary Public
My Comm. Expires Jun 5, 2018

SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, Dennis Allen Dole declare that I am the APPLICANT filing this application as
(Print Full Name)
listed in Section 9. I have read the application and the contents and all statements are true, correct and
complete.

X Dennis Dole Qm 12/16/15 928-580-1741
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 16TH DECEMBER 2015
Month Year

State ARIZONA County of LA PAZ
My Commission Expires on: 06-05-2018 Date
TINA M. ABRIANI
Notary Public - Arizona
La Paz County
Signature of Notary Public
My Comm. Expires Jun 5, 2018

Please contact the local governing board for additional application requirements and submission deadlines. Additional
licensing fees may also be required before approval may be granted. For more information, please contact your local
jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section

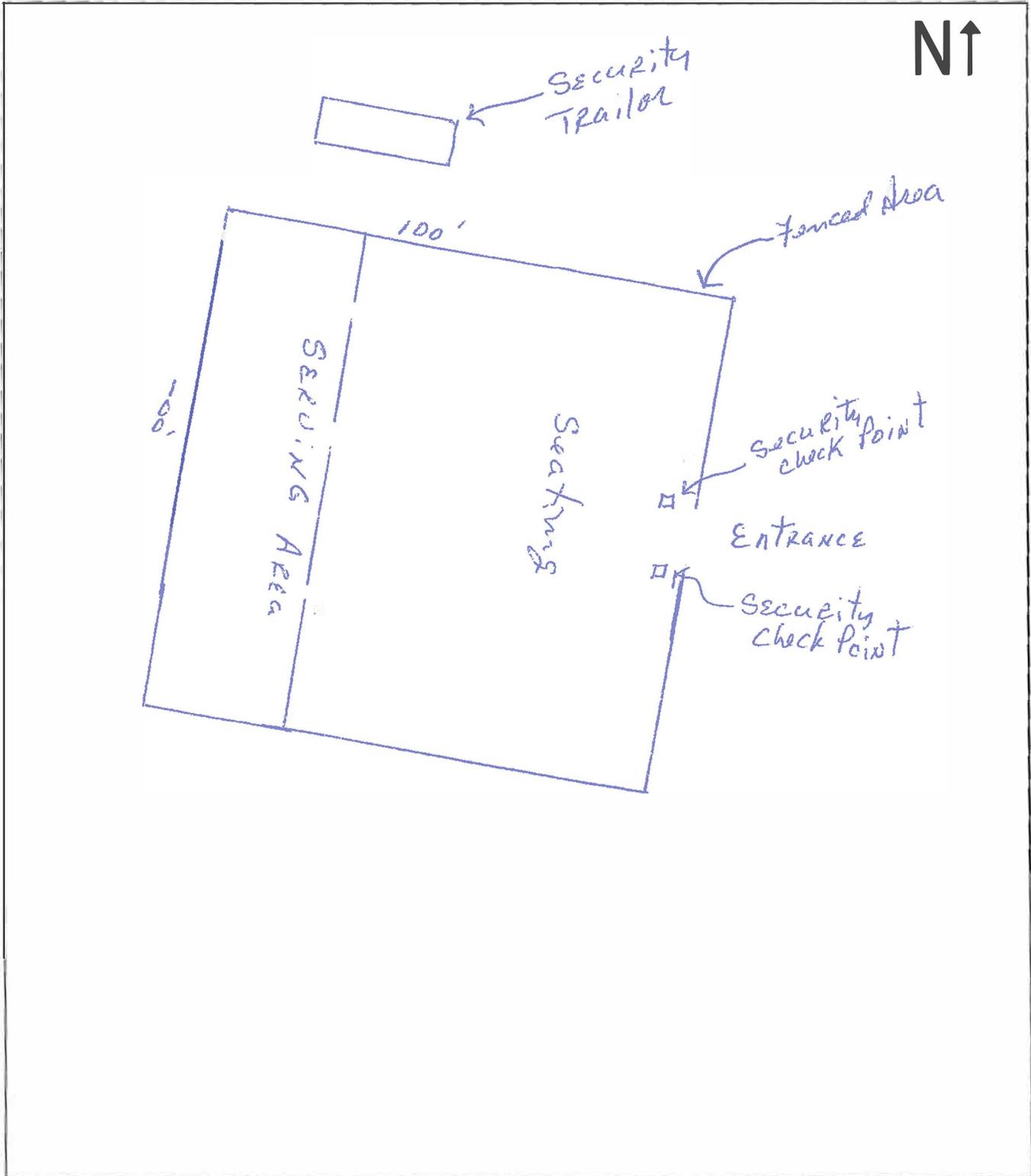
I, _____ recommend APPROVAL DISAPPROVAL
(Government Official) (Title)
on behalf of _____
(City, Town, County) Signature Date Phone

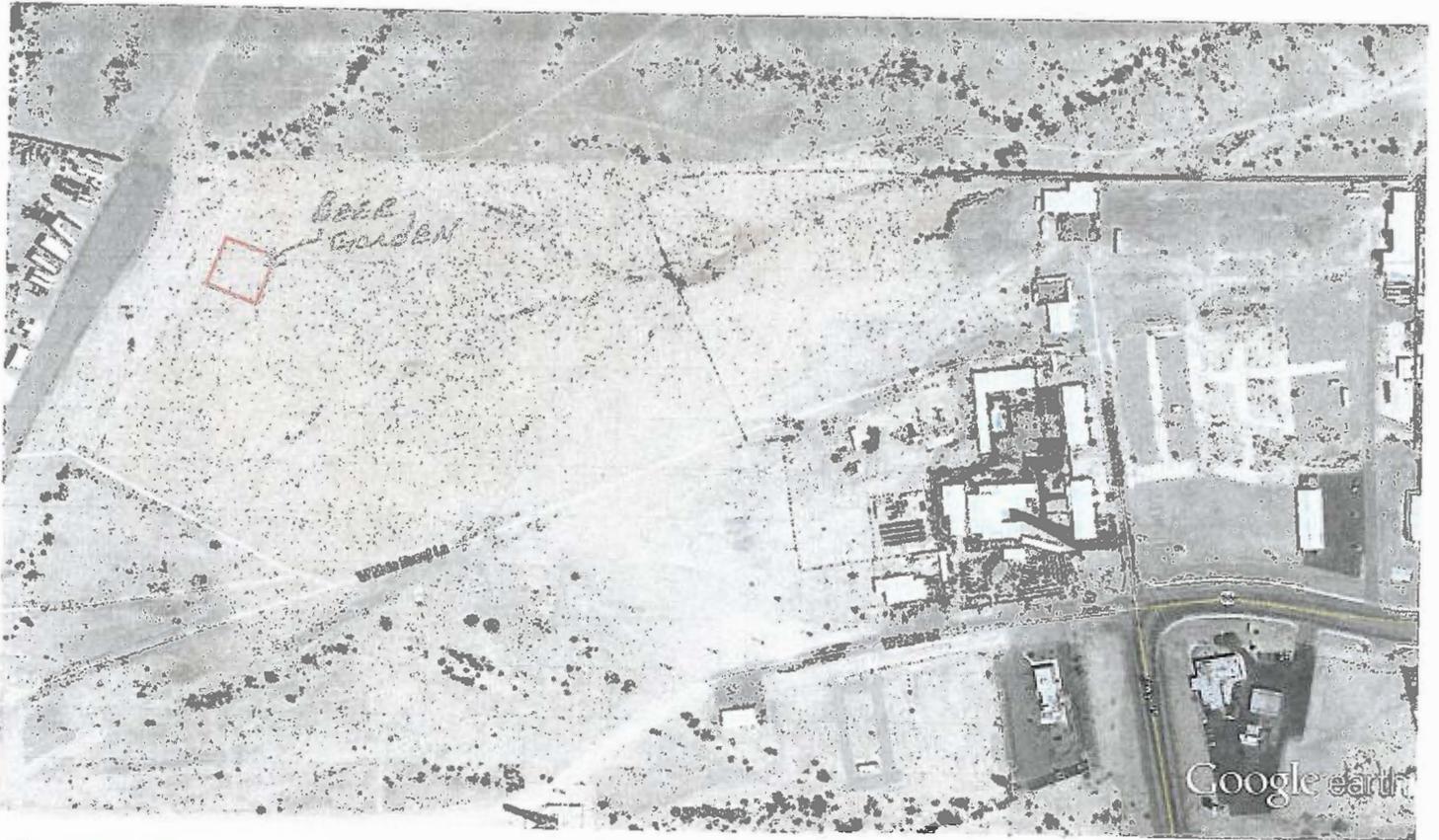
FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice
B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.
D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.
E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.
F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.





Google earth





TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, December 22, 2015

Agenda Item #4 Consider approval of the minutes of the Town Council Regular Meeting of December 8, 2015 and of the Town Council Town Hall Meeting of December 9, 2015.

Summary: The Town Clerk shall keep the minutes of all meetings of the Common Council. Upon approval by the Council, the Clerk shall enter the approved minutes in a book constituting the official record of the Council.

Responsible Person: Tina Abriani, Town Clerk

Attachment: Minutes of the Town Council Regular Meeting of December 8, 2015 and of the Town Council Town Hall Meeting of December 9, 2015.

Action Requested: Motion to approve the minutes of the Town Council Regular Meeting of December 8, 2015 and of the Town Council Town Hall Meeting of December 9, 2015.

MINUTES
TOWN OF QUARTZSITE
REGULAR MEETING OF THE COMMON COUNCIL
TUESDAY, DECEMBER 8, 2015, 7:00 PM

CALL TO ORDER: 7:02 p.m.

INVOCATION: The Mayor called for a moment of silence for the people in San Bernardino, California.

PLEDGE OF ALLEGIANCE: Led by Council Member Davidson.

ROLL CALL:

Present: Mayor Foster, Vice Mayor Simpson, Council Member Kelley, Council Member Warner, Council Member Davidson, Council Member St. Germain.

Absent: Council Member Orgeron.

STAFF PRESENT: Skylor Miller, Town Manager; Susan Goodwin, Town Attorney; and Tina Abriani, Town Clerk

ANNOUNCEMENTS:

None.

CALL TO THE PUBLIC AND COMMUNICATIONS FROM CITIZENS:

None.

CONSENT AGENDA:

1. **LEDGER OF ACCOUNTS PAID – Consider approval of check series 39619 - 39658, totaling \$221,809.96.**

Vice Mayor Simpson asked for clarification of a profit sharing item in the budget, in the accounts paid. He asked that the Town Manager explain the item.

Town Manager Miller said he believed that the item was the Town's 457 plan, an optional pension plan program. He explained that if the employee opted to enter into the 457 plan, the Town has a matching fund from which it contributes. The profit sharing expense in the report is comprised of the Town's contribution, plus the withholdings from the employee's paycheck.

Vice Mayor Simpson next asked why an "employee medical" expense was assigned to HURF.

Town Manager Miller explained HURF is used for employees associated with the Public Works Department. He went on to say, if the employee is allocated to Public Works, then the HURF will fund that line item.

Council Member St. Germain said he had a question regarding check number 39637, to Cochise Petroleum Equipment, in the amount of \$1,583.31, for fuel pump relays. Council Member St. Germain asked if that was one relay for a fuel station, or if it was multiple relays.

Town Manager Miller said the Town only has one pumping station, and since every department uses it, the payment for it would be allocated by department.

Vice Mayor Simpson moved approval of the accounts paid totaling \$221,809.96, check series 39619 - 39658. **Council Member Warner seconded** the motion. The vote was five in favor, and one nay from Council Member Davidson. **Motion Passed.**

ADMINISTRATIVE ITEMS:

- 2. MINUTES – Consider approval of the minutes of the Town Council Regular Meeting of November 24, 2015.**

Council Member St. Germain moved to accept the minutes of the Town Council Regular Meeting of November 24, 2015, and **Vice Mayor Simpson seconded** the motion. The vote was unanimous. **Motion Passed.**

- 3. QUARTZSITE HISTORICAL SOCIETY – Discussion of a public/private partnership with the Quartzsite Historical Society and possible land acquisition.**

The Mayor and the Town Manager explained the idea to have the Town acquire the Historical Society's land, but not the artifacts or the museum. They discussed that the Historical Society receives Town promotional funds every year, and that those funds return to the Town every year in the form of utility payments. There was an explanation of how Public Works would be able to provide grounds maintenance and improvements.

Town Manager Miller said he spoke to numerous members of the Historical Society who are interested in investigating the feasibility of the Town owning the land on which the Tyson's Wells Stage Station Museum is located.

Town Manager Miller said researching the necessary steps and possible implications would be a project requiring time from staff and Town Attorney Goodwin. He asked for direction from the Council as to how they wanted him to proceed with the matter.

Council Member Davidson moved to open the item to public discussion and **Council Member Kelley seconded** the motion. The vote was unanimous. **Motion Passed.**

Richard Thompson, President of the Quartzsite Historical Society, said the land at the Historical Society was donated by families that have passed, and on that land are the original buildings, as well as the old Tyson Wells Stagecoach stop and the well. He said

the land is just over a third of an acre. He said the problem the Historical Society faces is parking for citizens and visitors.

Town Manager Miller said if the land were to be part of the Park system, grants might be available to create more parking.

Mr. Thompson said some long-standing members are not on board with the idea of the Town owning the Quartzsite Historical Society's land.

The Mayor said he hoped the proposal of the idea to offer to take over the property would be viewed in the way it was meant, as a chance for the Town to address some issues to benefit the Historical Society.

Mr. Thompson said he had heard no serious concerns.

Council Member Davidson asked if there was a potential downside.

The Mayor said the downside was money.

Starr BearCat spoke of an idea for the near future, the possibility of the Town's negotiation with a land owner near the Museum to purchase land for parking.

Town Manager Miller said there was a deed restriction on the Museum's land. Paraphrasing, he said, should the property cease to be used for the purposes of a public museum, ownership of the property would revert to the State Historical Society.

Council Member Kelley directed staff to look into acquiring the land, and the issues that go along with that.

The Mayor asked Mr. Thompson to work with the attorneys and the Town Manager to achieve the best possible result.

4. PROMOTION OF TOWN – Discussion and possible action to determine the appropriate tier of membership the Town will apply for to be a member of the Quartzsite Area Business Chamber and Tourism the Town should apply.

The Mayor announced that the new Chamber had asked that the Town join as a member. There was a discussion of the tiers of membership, and at what tier a member may vote.

Town Manager Miller said the Chamber is a recognized 501(c)(6), which is a non-profit status for chambers.

It was announced that the Quartzsite Area Chamber of Commerce and Tourism would have its ribbon-cutting ceremony the next day at 10:00 a.m.

The Mayor suggested there be a motion to join the Chamber at the lowest cost voting tier of \$150. He said the Chamber is doing a lot of promotion work for the Town, and the Town should have someone there to have a voice in the promotional activities for the Town.

There was a discussion of the fund from which the membership fee would be paid. The Town Manager Miller said he would take it out of the Promotion of Town line item in the Economic Development Fund.

Council Member Warner asked why it would not be taken from an administrative fund, to avoid the reduction of available funds for non-profit monetary awards.

Town Manager Miller said it was still 'promotion of the Town.' He said there was buffer in the Promotion of Town line item compared to what was budgeted as financial aid in the past.

Council Member Warner moved to accept the invitation for the promotion of the Town so that they apply as a member of the Quartzsite Business Chamber at the \$150 level, which gives the Town voting rights. **Vice Mayor Simpson seconded** the motion. Council Member Warner corrected the Chamber's name to Quartzsite Area Chamber of Commerce and Tourism. The vote was unanimous. **Motion Passed.**

5. HEALTH & DEVELOPMENT SERVICES BOARD VACANCY - Consider the appointment of one regular board member to the Health and Development Services Board to replace the vacancy created by Ginnie Duffin's resignation. The position's term will expire May 2018.

The Mayor asked if David Collier would be considered in conflict with the required terms of membership to the Health and Development Services Board.

The Town Manager said the Quartzsite Area Chamber of Commerce and Tourism, with which Mr. Collier is affiliated, was an applicant for Town funds for which the Health and Development Services Board provides recommendations to Council. At the time the Chamber submitted an application to the Board, they had not received 501(c)(6) status. Town Manager Miller said aside from that, Mr. Collier would be a qualified candidate.

Dave Collier introduced himself.

There was a discussion about the direction from Council regarding the modification of the Town Code as it pertains to the Health and Development Board.

Council Member Kelley recommended a work session for the code changes.

The Mayor moved to open the item to the public, and **Council Member St. Germain seconded** the motion. The vote was unanimous. **Motion Passed.**

Sally Ford, Chairperson of the Health and Development Services Board, said the only problem the Board has is the vote regarding the recommendations of organizations

applying for money. She said Mr. Collier could recuse himself from that vote. She further explained that there is no conflict in anything else the Board does.

Council Member Kelley asked how many members had a conflict with the vote regarding funds.

Ms. Ford said four members could not vote regarding the Senior Center, and one member could not vote regarding Proud Neighbors.

The Mayor said a work session was in order.

Council Member Warner asked if the number of Board Members could be changed.

Town Attorney Goodwin said the Council could amend the Town Code regarding the number of members on a specific board.

The Mayor moved to table the item and directed staff to schedule a work session to take up the issues regarding the Health and Development Services Board, and review proposed amendments to the code that the Town Attorney will prepare.

The Mayor moved to table the appointment, and **Vice Mayor Simpson seconded** the motion. The vote was five in favor and one against the motion. The nay vote was from Council Member Warner. **Motion Passed.**

Dave Collier said the reason he wanted to be on the Board was to help development and see Quartzsite grow.

6. HOLIDAY LEAVE - Consideration and possible approval of one full day of Holiday Leave on December 24, 2015.

The Mayor moved to give the Town employees a Christmas present and give them Christmas Eve off. **Council Member St. Germain seconded** the motion. The vote was unanimous. **Motion Passed.**

COMMUNICATIONS:

Reports from the MAYOR on current events.

The Mayor reported that he and some citizens of Quartzsite and some people around the County are taking steps to establish a republican party for La Paz County.

The Mayor said State Senator Kelly Ward resigned.

The Mayor recognized Chief Renfro by stating the outstanding work and professionalism of the Quartzsite Police Department Officers is a reflection of the Chief's professionalism and leadership.

Reports from the COUNCIL on current events.

None.

Reports from the TOWN MANAGER to the Council.

None.

Vice Mayor Simpson moved to adjourn, and Council Member Davidson seconded the motion. The vote was unanimous. Motion Passed.

ADJOURNMENT: 7:43 p.m.

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of December 8, 2015, of the Town Council of Quartzsite, Arizona, held on December 8, 2015.

I further certify that the meeting was duly called and held and that a quorum was present.

DATED this 22nd day of December 2015

Tina M. Abrani, Town Clerk

On behalf of the Common Council

Approved:

Ed Foster, Mayor

MINUTES
TOWN OF QUARTZSITE
TOWN COUNCIL
TOWN HALL MEETING
COMMUNITY CENTER
WEDNESDAY, DECEMBER 9, 2015

CALL TO ORDER: 7:00 p.m.

Mayor Foster called the meeting to order at 7:00 p.m.

INVOCATION:

None.

PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by Mayor Foster.

ROLL CALL:

Present: Mayor Foster, Vice Mayor Simpson, Council Member Kelley, Council Member Warner, Council Member Davidson, and Council Member St. Germain

Absent: Council Member Orgeron

STAFF PRESENT: Skylor Miller, Town Manager; Susan Goodwin, Town Attorney; and Tina Abriani, Town Clerk

TOWN COUNCIL & CITIZENS DISCUSSION

The Mayor said the reasons for the Town Hall meeting were to provide an opportunity for feedback from citizens; to discuss the finances of the Town, where the Town is financially and why the Town might need a property tax.

The Mayor called for an open forum.

Town Manager Miller gave an overview of the Town's Income and Expenses.

The Mayor, Council Members, Town Manager Miller, and several residents of the Town spoke regarding the following topics. No decisions were made. No action was taken.

- **CURRENT TOWN FINANCES** - Overview of Town finances and current sources of revenue.

Town Manager Miller presented the overview of Town finances and described current sources of revenue for the Town.

- **LOOKING TO THE FUTURE** - Possible impacts of state and federal policies that will affect Town revenue.

Mayor Foster described his concern that the state may eliminate state income taxes, which will have the effect of eliminating revenue sharing. This would be devastating for the Town's finances.

- **TOWN SERVICES** - Services Quartzsite currently provides and impacts on those services if Town revenue is reduced: police, library, transit, water and wastewater utilities, streets, cemetery, parks and recreation programs, planning and zoning administration, community center, magistrate court.

Town Manager Miller reviewed the various services provided by the Town. Mayor Foster said that if there are not funds available, some services will be impacted.

- **SOURCES OF REVENUE** - Sources of revenue to maintain desired Town services: primary property taxes, sales taxes, grants, and HURF.

There was a brief Council discussion regarding possible sources of revenue. Many members of the public expressed their views on possible sources of revenues and said that alternatives to a primary property tax must be considered.

- **PRIMARY PROPERTY TAX** - Primary property tax: projected impacts on property owners; procedure to adopt.

Town Manager Miller discussed his calculations of the impact of a primary property tax on property owners. Members of the public expressed their views regarding those impacts. Mayor Foster said the question of whether to impose the initial primary property tax could be placed on the ballot for an election in May 2016.

ADJOURNMENT: 8:38 p.m.

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Town Council Town Hall Meeting of December 9, 2015, of the Town Council of Quartzsite, Arizona, held on December 9, 2015.

I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of _____ 20____

Tina M. Abriani, Town Clerk

On behalf of the Common Council

Approved:

Ed Foster, Mayor



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, December 22, 2015

Agenda Item #5 Review and possible approval to enter into a lease-purchase agreement with PACCAR Financial to acquire a budgeted new Kenworth heavy duty dump truck for Public Works.

Summary: The Town of Quartzsite Public Works Department needs a new dump truck to replace two older dump trucks.

The requested new dump truck is a Kenworth, a planned replacement proposed and budgeted in FY 16, to be purchased through State Procurement.

The two older dump trucks are a 1988 Kenworth and a 1981 GMC.

Responsible Person: Emmett Brinkerhoff, Public Works Director

Attachment: Kenworth Specifications – Lease/Purchase options

Action Requested: Motion to approve a lease-purchase agreement with PACCAR Financial to acquire a budgeted new Kenworth heavy duty dump truck for Public Works.



November 2, 2015

Town of Quartzsite
580 E. Quail Trail
Quartzsite, AZ 85346

To Whom It May Concern

PACCAR Financial Corp. ("PFC") is pleased to offer the following lease-purchase financing proposal to the Town of Quartzsite in conjunction with the leasing of equipment through Inland Kenworth - Phoenix.

Proposed Lease Financing

Lessee: Town of Quartzsite

Lessor: PACCAR Financial Corp.

Transaction Type: Government Lease/Purchase

Lessee Qualification: The Lessee is a political subdivision as defined by Section 103 of the Internal Revenue Code

Equipment Description: One (1) 2016 Kenworth T440

Equipment Cost Base: (1) @ \$142,410.00

Delivery and Acceptance: November 2015

Term Options: Four (4) years

Rental Payments: Lessee will make **Semi-Annual** installments due in **Advance**, each in an amount based upon the Equipment Cost of each item of Equipment multiplied by the Rent Factor set forth below as finally determined by the Rental Adjustment.

Rate: 5.57% based on a financed amount of \$142,410.00

Estimated Payment: \$19,561.83 for 4 years

Rental Adjustment: Rental Payments are fixed through November 30, 2015. If the equipment is not delivered by this date, a new rate will be quoted on the first day of each month until delivery.

Residual: One dollar (\$1.00) at lease expiration, if Lessee obligations have been met.

Usage: Lessee shall not allow any unrelated entity to utilize the Equipment in a fashion that would jeopardize the tax-exempt status of the transaction.

Expenses: The Lease shall be a net lease

Insurance: Lessee shall be required to purchase and maintain insurance satisfactory to PFC.

Transaction Expenses: Lessee and Lessor shall each be responsible for any fees and expenses incurred by it in connection with this transaction, including, but not limited to legal counsel.

This proposal is valid until the close of business November 30, 2015. This proposal is not a commitment on the part of PFC and is subject to the formal approval of our credit department and delivery of the proposed Equipment. Upon acceptance of this proposal, formal documentation will be provided by PFC. The terms and conditions contained in the documentation will supersede this proposal.

PACCAR Financial Corp. welcomes the opportunity to provide the Town of Quartzsite with this proposal. If the Town of Quartzsite requires another finance structure, we would appreciate the opportunity to accommodate your request, with an updated proposal.

Sincerely,

Paul Schram
Sr. District Sales Manager
PACCAR Financial Corp.

FINANCING WITH PACCAR FINANCIAL

TAX EXEMPT LEASE FINANCING

Tax exempt leasing is rapidly becoming the most creative tool used by Municipalities to acquire essential equipment. Leasing allows immediate use of the equipment while spreading 100% of the cost over its useful life. The Municipality also enjoys ownership of the equipment at the expiration of the lease term.

Specific benefits include:

- 100% Financing
- Attractive Tax Exempt Rates
- Operating Budget Expense Item
- Nonconstitutional Debt
- No Voter Referendum Required
- Ownership Equity Tied to Average Life
- Shorter Lead Time
- Structuring Flexibility (Payments can be structured to coincide with earnings generated from equipment use).
- Specific Hedge Against Acquisition Inflation (Rental payments are based on today's prices; monthly costs are fixed).

PACCAR Financial is an industry leader in the financing of transportation equipment. Because of our expertise and focus, our Tax-Exempt Lease Financing program has been tailored to fit your current and future transportation needs. Our rates are highly competitive and we offer a superior level of service. In short, we are the "*Transportation Financing Experts!*"



NORWOOD EQUIPMENT INC.

QUOTATION

511 E Mohave St
 Phoenix, AZ 85004
 Phone 602-254-0644 Fax 602-253-4100

FOR:	INLAND KENWORTH PHOENIX, AZ	NEW BODY INSTALL TOWN OF QUARTZSITE PREPARED BY: STAN YOUNG	DATE: 9-30-15
ATTN:	STEVE PENDERGAST		
FAX:			
NEED 150" MIN USABLE CT			
NEW "BEAU-ROC - "RXH" MODEL HEAVY DUTY DUMP BODY			
17' LONG 98" WIDE OD, 84" WIDE ID APPROX 15 YARDS CAPACITY			
8" FORMED TRAPAZOIDAL LONGSILLS WITH 5/8" RUBBER WEAR PADS			
60" FRONT WALL, 1/4" HARDOX AR-450, WITH STANDARD 1/2 CAB GUARD			
FRONT MOUNT HOIST SYSTEM WITH VERTICAL DOGHOUSE, FC6.5-4-157 HOIST CYL			
SIDES ARE 42" TALL, 1/4" HARDOX AR450 WITH PRESSED HORIZONTAL RIB			
1-PIECE FLOOR, 1/4" HARDOX AR-450			
1/4" HIGH TENSILE STEEL REAR POSTS WITH RECESSED TAIL LIGHTS			
AIR OPERATED HIGH LIFT TAILGATE 42" TALL, 1/4" HARDOX AR-450 FACE			
AIR OPERATED TAILGATE LATCHES CAB CONTROLLED			
10" REAR SPREAD APRON, 3/16" HARDOX AR-450			
LED LIGHTS AND REFLECTORS TO DOT REQUIREMENTS			
BODY UP SAFETY PROP. INDICATOR LIGHT			
HD "GREASABLE" REAR HINGE ASSEMBLY			
ANTI SAIL MUDFLAPS BEHIND DRIVE TIRES			
INSTALL HOT-SHIFT PTO WITH DIRECT MOUNT HYDRAULIC PUMP (AUTO TRANS)			
PTO, HOIST AND BODY CONTROLS ARE MOUNTED IN TOWER BETWEEN SEATS			
35 GAL STEEL HYDRAULIC TANK IS MOUNTED SIDE OF FRAME WITH SIGHT GLASS			
30 GAL HYD OIL, SHUT OFF VALVES AND ALL NECESSARY HYD HOSES.			
DUMP BODY IS INSTALLED COMPLETE PAINTED WHITE TO MATCH THE CAB			
			27,997.00
OPTIONS ADD			
PULL TARPS BRAND "ELECTRIC" TARP SYSTEM WITH STEEL TARP HOUSING AND ARMS			
INSTALLED COMPLETE WITH HD MESH TARP, CAB OPERATED CONTROL			
			2,440.00
HD REAR HITCH PLATE WITH AIR LOCK PINTLE HITCH, D-RINGS, GLAD HANDS, 7-WAY*			
			1,273.00
*Truck must have trailer air and electric package.			
AMBER LED STROBE LIGHT MOUNTED ON TOP OF CAB GUARD			
			728.00
AMBER LED STROBE LIGHTS MOUNTED IN REAR OF EA POST OF DUMP BODY			
			671.00

QUOTATION VALID FOR 30 DAYS UNLESS OTHERWISE LISTED

SUB-TOTAL **33,109.00**

ACCEPTED BY:

DATE:

If you have any questions concerning this quotation contact STAN YOUNG 602-725-4978

THANK YOU FOR YOUR BUSINESS!

12% FET TAX **Not included**

6.3% ST TAX **Not included**

TOTAL



Inland Kenworth I137
1021 North 59th Avenue

Town of Quartzsite
P.O. BOX 2812

Phoenix, Arizona United States 85043
Phone: (602) 258-7791
Fax:
Email:

Quartzsite, Arizona United States 85348
Phone: (928) 927-4561
Fax:
Contact Email:
Prepared for:

Vehicle Summary

	Unit	Chassis	
Model:	T400 Series Conventional.	Fr Axle Load (lbs):	20000
Type:	FULL TRUCK	Rr Axle Load (lbs)	46000
Description:	Town of Quartzsite	G.C.W. (lbs):	60000
	Application	Road Conditions:	
Intended Serv.:	Local pickup & delivery.	Class A (Highway)	89
	Vehicles which haul	Class B (Hwy/Mtn)	10
Commodity:	Heavy machinery	Class C (Off-Hwy)	01
	Body	Class D (Off-Road)	00
Type:	Van	Maximum Grade:	6
Length (ft):	17.0	Wheelbase (in):	217
Height (ft):	13.5	Overhang (in):	100
Max Laden Weight (lbs):	4000	Fr Axle to BOC (in):	67
	Trailer	Cab to Axle (in):	150
No. of Trailer Axles:	0	Cab to EOF (in):	250
Type:		Overall Comb. Length (in):	367
Length (ft):	0.0		
Height (ft):	0.0	Special Req.	
Kingpin Inset (in):	0	U.S. Domestic Registry, 50-State	
Corner Radius (in):	0		
	Restrictions		
Length (ft):	120		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

PACCAR FINANCIAL	Ask your dealer for a quote today, or visit our website @ www.paccarfinancial.com .
	PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

Unpublished options may require review/approval:
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 9/30/2015 11:37:06 AM
Effective Date: Jul 1, 2015
Prepared by: Administrator

Complete

Model Number: T400 Series Conventional.
Quote/DTPO/CO: Q41913328
Version Number: 36.20



Inland Kenworth I137
1021 North 59th Avenue

Town of Quartzsite
P.O. BOX 2812

Phoenix, Arizona United States 85043
Phone: (602) 258-7791
Fax:
Email:

Quartzsite, Arizona United States 85348
Phone: (928) 927-4561
Fax:
Contact Email:
Prepared for:

Data	Code	Description	Weight
Model			
0000410	O	T400 Series Conventional.	11,600
0070070	O	T440 6x4 Class 8	0
0080050	O	CARB Idle Emissions Reduction Feature for PX-7 and PX-9	0
0090062	O	T440 6x4 Class 8	0
0091100	O	Heavy machinery	0
0093005	O	Local pickup & delivery. Vehicles which haul freight, typically operating within a 100-mile radius, on public streets & highways, & other paved surfaces, including limited Class C roads. Includes package & freight delivery, as well as fuel oil or petroleum distribution, etc. Road usage: minimum 3% Class B, do not code for Class D.	0
0095120	O	Van	0
0098025	O	U.S. Domestic Registry, 50-State	0

Engine & Equipment

0129550	O	PACCAR PX-9 350 2013 350@2000 320@2200 1000@1400. Includes turbo exhaust brake, no code is used. Diagnostic Plug for data link, Oil Cooler, Aluminum Flywheel Housing. N09200 N205 120..Standard Maximum Speed Limit [LSL] N09220 N207 0....Expiration Distance N09240 P09 120...Hard Maximum Speed Limit N09280 P14 64...Maximum Accelerator Pedal Vehicle Speed N09280 P16 0....Accelerator Lower Droop N09300 P19 64...Maximum Cruise Speed N09320 C143 0....Cruise Control Lower Droop N09360 N203 252..Reserve Speed Function Reset Distance N09380 N202 0....Maximum Cycle Distance N09400 N206 10...Maximum Active Distance N09420 N201 0....Reserve Speed Limit Offset N09440 P11 No...Engine Protection Shutdown N09460 P08 No...Gear Down Protection N09460 P26 1400.Max PTO Speed N09500 P02 No...Cruise Control Auto Resume N09520 P04 No...Auto Engine Brake in Cruise N09540 N209 0....Expiration Distance N09560 P520 Yes..Enable Idle Shutdown Park Brake Set N09580 P32 5....Timer Setting N09600 P233 Yes..Enable Impending Shutdown Warning	0
---------	---	---	---

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 9/30/2015 11:37:06 AM
Effective Date: Jul 1, 2015
Prepared by: Administrator

Complete

Model Number: T400 Series Conventional.
Quote/DTPO/CO: Q41913328
Version Number: 36.20

Data	Code	Description	Weight
		N09620 P234 60...Timer For Impending Shutdown Warning	
		N09640 P516 35...Engine Load Threshold	
		N09680 P33 No...Idle Shutdown Manual Overrule	
		N09720 P230 Yes...Enable Hot Ambient Automatic Overrule	
		N09740 P46 40...Low Ambient Temperature Threshold	
		N09780 P56 80...Intermediate Ambient Temperature Threshold	
		N09780 P47 80...High Ambient Temperature Threshold	
1000154	O	Prospector version 36.1 Supersedes previous version 36.02	0
1000684	O	Effective VSL Setting NA	0
1000857	O	Engine Idle Shutdown Timer Enabled	0
1000859	O	Enable EIST Ambient Temp Overrule	0
1000860	O	Enable EIST In PTO Mode Use only with MX and Cummins engines	0
1000891	O	Eff EIST NA Expiration Miles Use only with MX and Cummins engines	0
1002060	S	Air compressor: Cummins 18.7 CFM, Cummins, PACCAR PX engines.	0
1051092	S	Engine mount Powercore air cleaner. w/constant torque SS clamps, pop-up air restriction indicator. Pop-up indicator is standard.	0
1105231	S	Fan Hub: Horton On/Off for PX-9 or ISLG	0
1122505	S	Cooling module: 1300 square inches On-off fan hub, nylon fan blade, translucent top tank, aluminum core, air-to-air heat exchanger/aftercooler, high performance fan ring shroud, silicone coolant hoses w/ constant torque clamps, long life antifreeze. Drain valve is not available w/Allison transmissions.	0
1247150	S	RH under cab DPF/SCR w/ RH SOC vertical tailpipe. For use w/ daycabs, extended daycabs, or modular sleepers. T660 requires split fender hood	0
1290130	O	Tailpipe: 5 in. single 30 in. 45 degree curved.	-1
1323119	O	Fleetguard Filter/Water separator FS1003 12V Heat w/WIF (water in fuel) sensor.	0
1500029	O	Kenworth Fuel Cooler Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	6
1504002	O	Immersion block heater 120V 1000W w/plug under door on C500, T660, T800 & W900.	0
1816260	O	Alternator: PACCAR 160 amp, brush type	0
1821220	S	Batteries: 2 PACCAR GP31 threaded post (700) 1400 CCA dual purpose.	0

Unpublished options may require review/approval:
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	9/30/2015 11:37:06 AM	Complete	Model Number:	T400 Series Conventional.
Effective Date:	Jul 1, 2015		Quote/DTPO/CO:	Q41913328
Prepared by:	Administrator		Version Number:	36.20



Data	Code	Description	Weight
1836100	S	Starter: PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0
1900082	O	Multi-function engine connector for body builder interface for Cummins.	0
1900086	O	Connection between PTO switch & engine requires code 1900082 or 1900084. T680/T880: This feature is standard, no code required.	0
1900976	O	Body Builder Control Harness coded EOF for customer installed remote throttle and remote PTO controls. Harness includes Remote PTO control and Remote Throttle controls. T680/T880 models do not require 12-way engine connector sales codes. All other models require (1900082 or 1900084).	2
1900996	O	Jump start terminals under hood.	12

Transmission & Clutch

2011205	O	Transmission: Allison 3000RDS 6-speed w/PTO drive gear. 5th Gen controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions. Requires a push button shift control code. Oil temperature gauge is standard on class 8 models.	291
2403405	O	Driveline: 2 medium-duty 1 centerbearing. *Med duty is 1760 series.	55
2410018	O	Torque converter included w/Allison Transmission.	0
2410151	O	Pushbutton control center console mounted. Class 8 with Allison Transmission.	0
2410204	O	Delete Allison FuelSense	0
2410244	O	J1939 Park Brake Auto Neutral	0
2429100	O	Chassis will be fitted w/LH transmission PTO. (PREVENTS ECU F/INTERFERING W/PTO ONLY)	0

Front Axle & Equipment

2517020	O	Meritor MFS20 Front Axle rated 20K 3.5in. DROP. Standard Track.	140
2621078	O	Front Brakes: 22K Bendix ES S-cam 16.5x6 in.	46
2690013	O	Front Brake Drum: 20,000 lbs. Meritor X-30 light weight 16-1/2x6 in.	58
2702020	O	Front Hubs Iron hub pilot 20,000 lbs. 10 Bolt 16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle. Consider Wheelguards (5850002) with aluminum wheels.	80
2741970	S	ConMet PreSet Plus Hub package; front axle.	0
2750001	S	Hubcap: front vented.	0

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 9/30/2015 11:37:06 AM Complete Model Number: T400 Series Conventional.
Effective Date: Jul 1, 2015 Quota/DTPO/CO: Q41913328
Prepared by: Administrator Version Number: 36.20

Data	Code	Description	Weight
2765001	O	Front Auto Slack Adjuster.	0
2866020	O	Front Springs: Taperleaf 20K w/ shock absorbers w/ maintenance-free elastomer spring pin bushings. Standard with rubber pins except for C500 which has threaded pins. W900S only. Not available on W900L. W900B use 2866021.	241
2895202	O	Dual power steering gears: 20K Sheppard M100P.	70
2899336	O	Power Steering Cooler: Radiator mounted air to oil 2007+ engines only. 2899362 is optional w/ 2006 or 2007 engines.	11

Rear Axle & Equipment

3142161	O	Dual Meritor RT46-160P rear axle rated at 46K. Tandem rear axles.	2,430
3200430	O	Rear Axle Ratio - 4.30.	0
3334004	O	Dual Rear Brakes 16-1/2x7 in. to 46K; Bendix ES-extended service S-cam.	0
3392022	O	Dual Rear Brake Drums: CastLite. 16.5x7 in.	-32
3407050	O	Dual Rear Hubs: Aluminum hub pilot 46K 11-1/4 in. bolt circle.	0
3441972	O	ConMet PreSet Plus Hub package; dual rear axle.	0
3465002	O	Dual Rear axle automatic slack adjusters.	0
3485209	O	Spring Brake: 3030 high output dual.	0
3495226	S	Bendix 4S/4M anti-lock brake system.	0
3511420	O	Driver Controlled Differential Lock (Crosslock) for Meritor Axles 40K to 52K forward rear & rear rear axle. Under Speed Interlock is standard on T680.	39
3749204	O	Rear suspension: Tandem Chalmers 854-46-H-HS 46K. 54 in. axle spacing. High center of gravity application. Unladen Height: 12.5 in. Laden Height: 10.9 in.	592

Tires & Wheels

4077535	O	Front tires: Bridgestone M860A 315/80R22.5 20PR. 42.8 in. diameter, all position. 19.9 in. SLR.	94
4277488	O	Rear tires: Bridgestone M770 11R22.5 14PR. 42.2 in. diameter, drive. 19.6 in. SLR. Code is priced per pair of tires.	128
4900008	O	Rear Tire Quantity: 8	0
5045252	O	Front wheel: Alcoa 89365 22.5X9 aluminum with Lvl One [TM] finish, hub pilot mount. 3.12 in. inset. 10000lb. maximum rating. Air disc brake compatible.	-34
5242264	S	Rear wheel: Accuride 50487 22.5x8.25 steel Steel Armor[TM] powder coat, hub pilot mount. 7400lb. maximum rating. S-hand hole. Air disc brake compatible. Code is priced per pair of wheels.	0
5853906	O	Powder coat white steel wheel. Use in conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	9/30/2015 11:37:06 AM	Complete	Model Number:	T400 Series Conventional.
Effective Date:	Jul 1, 2015		Quota/DTPO/CO:	Q41913328
Prepared by:	Administrator		Version Number:	36.20



Data	Code	Description	Weight
5900008	O	Rear Wheel/Rim Quantity: 8	0
Frame & Equipment			
6054600	O	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to 337 in. to 416 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80, RBM is 1,776,000 in-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	289
6141600	O	Full Steel Insert: for 10-5/8 in. or 10-3/4 in. Steel 337 in. to 416 in. or 2nd insert for 11-5/8 in. steel frame. Adds 1,149,000 in-lb to main rail RBM. Truck insert weight is 2.05 lb.-in. per pair of rails. Full frame insert length is equal to wheelbase plus rear frame cutoff plus dimension forward of front axle by model: T660 and T800 = 21.26 in., C500B = bumper setting minus 0.79 in., W900B = 5.27 in., W900L = 1.50 in., W900S = 3.27 in., T440/T470 50 in. bumper setting = 21.26 in., T470 73 in. bumper setting = 72.3 in.	693
6302461	O	Bumper: Tapered chrome steel channel. Requires a bumper setting code.	5
6319050	S	60 in. Bumper setting. Requires a bumper code.	0
6321005	O	Removable Front Tow Hooks: 2.	15
6390103	S	Front mudflaps.	0
6400636	O	Battery box cantilever aluminum BOC w/ fiberglass cover.	8
6409902	O	Battery box location: RH Side.	15
6451090	S	T470,C5, T6, T8 non-polished DPF/SCR or CNG cover diamond plate w/ step. For use w/ 2010 or later exhaust systems. For T8, use extended length non-polished battery box on opposite rail to match the length of under cab components.	30
6721102	S	Rear mudflap arms: Betts B-25 standard-duty, straight. Includes B1732 mounting brackets as standard.	0
6722000	S	Rear mudflap shields: White plastic antisail w/ Kenworth logo.	0
6742009	S	Square end-of-frame w/ o crossmember;non-towing.	0
Fuel Tanks & Equip			
7210075	O	Fuel Tank: 75 US gallon 24.5in. aluminum under replace. Class 8 fuel tanks w/ o locking caps include an anti-siphon device on the filler neck.	-33

Unpublished options may require dealer approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	9/30/2015 11:37:06 AM	Complete	Model Number:	T400 Series Conventional.
Effective Date:	Jul 1, 2015		Quote/OTPO/CO:	Q41913328
Prepared by:	Administrator		Version Number:	36.20



Data	Code	Description	Weight
7722011	O	Small round DEF tank. 11 gallons of useable volume. The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	0
7889203	O	Standard DEF to fuel fill ratio: 2:1 or greater.	0
7889604	O	DEF tank location is on the LH.	0
7920075	O	Location: 75 gal fuel tank LH under cab	0
Cab & Equipment			
8024310	S	Cab: Curved Glass Conventional. Cab includes aluminum & fiberglass fully hucked cab w/ all aluminum bulkhead doors & continuous stainless steel piano-style door hinges. Single electric horn standard. Incandescent exterior lights include diagnosable bulb detection and warning. Trailer cable on tractors includes integrity detection. Standard features include multiplex wiring for interior lights, automated pre-trip inspection, short and open check diagnostics. Warning alarm will sound when lights are left on.	0
8080137	O	Cab door bearing blocks, top & bottom.	0
8090450	S	Hood: Sloped Aerodynamic T440 Hood. Includes hood and mounted grille, split fenders w/ mudflaps, & separate bumper.	0
8108010	S	Cab heater: W/integral defrosters & A/C 45,000 btu cab heater. No sleeper heater/AC. Includes 5 mode rotary control. T660 include filter media.	0
8201013	S	Steering wheel: 18 in. 4-spoke.	0
8201200	O	Adjustable telescoping tilt steering column.	10
8203060	O	5 sets of keys. Replaces standard 2 sets of keys.	0
8205012	O	Off-highway dash switch: For ABS system. Includes indicator light.	0
8205052	O	PTO air control: On dash w/indicator light.	0
8205067	O	Controls on dash for trailer dump gate. Includes piping & indicator light. * T680/T880 available with speed interlock (8208603)	0
8205069	O	Dash Controls: Tailgate or Dump Gate, Includes Piping and Teltale	1
8205123	O	Switch & Wiring for Customer-Installed PTO. Electric over hydraulic PTO. Includes switch guard. Wiring is routed to LH frame for connection to the customer installed PTO. No air controls are provided with this code.	0
8208495	O	Two spare switches: Wired to power.	0
8220106	O	Gauge: Dash mounted air filter restriction gauge.	0
8222712	O	Gauge: Fuel filter restriction gauge.	0

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	9/30/2015 11:37:06 AM	Complete	Model Number:	T400 Series Conventional.
Effective Date:	Jul 1, 2015		Quote/DTPO/CO:	Q41913328
Prepared by:	Administrator		Version Number:	36.20



Data	Code	Description	Weight
8225658	O	Gauge: Axle oil temperature, dual-drive axle. (2 gauges) w/integral warning light.	0
8282004	S	KW Driver Information Center: Includes fuel economy, RPM display, trip information, truck information, diagnostics, gear display, alarm clock.	0
8282009	S	Instrument package: Includes speedometer, tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter. Class 8 also includes primary & secondary air reservoir gauges & an air application gauge. DEF level gauge and warning lamp are included with 2010+ engines. Engine hour meter and outside air temperature readouts are standard. Primary read out will be MPH. Add 8240620 to switch primary scale to KPH in Canada.	0
8282107	S	Large flat panel on dash For customer-installed controls. Reduces gauge count by 6.	0
8331140	S	Cab Interior: Summit. T440/T470 Only. Includes smooth upholstered side & back panels w/stitched accent lines, upholstered door pads, full vinyl headliner, black dash panels & black rubber floor mats.	0
8343304	S	Interior color: Slate Gray w/trim Dark Slate Gray	0
8410091	S	Driver seat: Kenworth Air cushion Plus HB cloth. Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted and includes a map pocket. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	0
8480090	S	Rider seat: Kenworth Toolbox Plus HB cloth. Standard features include fixed base and backrest, tool box seat base w/ door, and dual armrests. Seat cushion is 19.5 inches. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted with a map pocket. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	0
8490110		Seat color: Dark Slate Gray.	0
8601421	O	Kenworth Radio with AM/FM/WB/USB and Bluetooth	4
8699514	O	Speakers: Four 4 in. x 6 in. high performance. Adds 2 speakers to the Panasonic standard 2. Located in cab header & rear cab corners.	0
8699926	O	CB installation kit: Center mounted of header. W/header mounted quick release CB mount. One red power post & one black ground post. Includes dual antenna leads located on the mirror brackets. Includes dual antenna & separate speaker.	0
8700108	O	Under dash center console: Includes one cupholder & two 12V outlets. For use w/AutoShift, UltraShift, & Allison Gen IV only.	0
8700168	S	Non-self cancelling turn signal: W/column-mounted headlight dimmer switch & intermittent wiper control.	0
8700186	S	Electric LH & RH door locks.	0

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 9/30/2015 11:37:06 AM Complete Model Number: T400 Series Conventional.
Effective Date: Jul 1, 2015 Quote/DTPO/CO: Q41913328
Prepared by: Administrator Version Number: 36.20



Data	Code	Description	Weight
8800200	S	Cab access contoured grabhandles, L/RH.	0
8800400	S	Grabhandle LH inside door frame above dash.	0
8800401	S	Grabhandle RH inside door frame above dash.	0
8800733	O	Grabhandle LH w/ short extension over door.	4
8800734	O	Grabhandle RH w/ short extension over door.	2
8832115	O	DAYLITE DOOR: L/RH INCL. RH PEEPER WINDOW.	0
8841303	O	Single rectangular air horn 23 in. LH top of roof includes air horn cover.	0
8850300	S	Single convex mirror 8-1/2 in. x 4-7/16 in. located on rider side, and non-heated.	0
8867200	O	Mirror: Dual Moto heated mirrors 7 in. x 16 in. LH fixed, RH remote controlled. Switch located on door pad.	4
8869005	S	Mirror brackets 8-1/2 ft load width.	0
8871445	O	Rear cab stationary window 17 in. x 36 in. dark tint.	0
8879213	O	Electric-powered LH & RH door window lifts. Switch located on door.	0
8890100	S	One-piece windshield, w/ curved glass.	0
8890135	O	Exterior stainless steel sunvisor.	11
8890351	O	2 in. rubber wheelwell fender extension.	8
8890869	O	Severe service reinforcements for aluminum cab sill.	17
8890898	O	Link Cabmate suspension.	22

Lights & Instruments

9010801	S	Headlamps: Halogen Projector Low Beam, Halogen Complex Reflector High Beam	0
9022137	O	Marker Lights: Five, rectangular, LED	0
9030010	S	Turn Signal Lights: Mounted on fender	0
9058037	O	Switch & Wiring for Customer-installed Floodlight w/o electrical pass-through - 1st set. Wire coiled BOC/BOS.	0
9070138	S	Combination Stop, Tail, Turn & Backup Lights RH & LH.	0
9080200	O	Switch & Wiring: Customer-installed beacon lights w/ additional coiled wire to 20ft. coiled BOC.	0
9090039	S	Marker Lights: Interrupter switch. Included in Turn Signal for all models except T3. The T3 switch is in the dash.	0
9090060	O	LH Courtesy Lamp: On upper skirt to light up step.	0

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	9/30/2015 11:37:05 AM	Complete	Model Number:	T400 Series Conventional.
Effective Date:	Jul 1, 2015		Quote/DTPO/CO:	Q41913328
Prepared by:	Administrator		Version Number:	36.20



Data	Code	Description	Weight
9090845	O	Circuit Breakers: Replacing fuses. Does not apply to any 5-amp fuse box position. Breakers include stop/brake/tum, tail lamp, high & low beams, marker/clearance lamps, horn, fuel heat, gauges, air dryer, HVAC controls, panel lamps. Some circuits will remain fuses.	0
Air Equipment			
9101210	S	Air Dryer: Bendix AD-IS heated.	0
9108001	S	Moisture ejection valve w/ pull cable drain.	0
9110020	O	Full truck kit: Gladhands mounted at end-of-frame. Seven-way female receptacle mounted at end-of-frame in tailamp bracket. Kit includes dash mounted trailer air supply valve, trailer hand control valve, and hoses/fittings for the valves. Dash mounted parking brake valve, tractor protection valve, and spring brake inversion/relay valves are standard.	15
9140020	S	Nylon air tubing in frame & cab, excluding hoses subject to excessive heat or flexing.	0
9140328	O	Trailer ABS electric supply through SAE J560 7-pin connector per TMC RP137).	0
Extended Warranty			
9200002	O	Severe Service Warranty.	0
Miscellaneous			
9409852	O	GHG Secondary Manufacturer: Does Not Apply	0
9490003	O	Additional lead time required for off highway & /or specialty component truck.	0
Paint			
9700000	O	Paint color number. N97020 A - L0006 WHITE N97200 FRAME N0001 BLACK	0
9943004	O	Bumper Unpainted	0
9943050	O	Day Cab Standard Paint	0
9944820	O	1 - Color Paint - Day Cab Color will be White L0006EB if no other color is specified.	0
9965510	S	Base coat/clear coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0
Total Weight			16856

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 9/30/2015 11:37:06 AM **Complete** Model Number: T400 Series Conventional.
Effective Date: Jul 1, 2015 Quote/DTPO/CO: Q41813328
Prepared by: Administrator Version Number: 36.20

**PACCAR Financial's
Municipal Leasing
Gives You...**

**Credit Evaluation
Checklist**



KENWORTH

A **PACCAR** COMPANY

Cash Flow

- **Today's Price**
- **Periodic Payments**
- **Low Tax-Exempt Rates***

Convenience

- **Financing Without Bond Issue**
- **Purchase Price Protection: \$1.00 Buyout At Maturity**
- **Potential of Credit Line for Current and Future Needs**
- **Service and Industry Expertise**
- **No Prepayment Fees**



_____ Copy of your last fiscal year financial statements (audited if available)

_____ Copy of your last fiscal year operating budget

_____ Copy of your current (or future) fiscal year operating budget that shows the appropriation of the equipment lease payments

_____ Copy of Charter or Incorporation

_____ Name/address/phone for legal counsel who will issue opinion on the Lease/Purchase Agreement

Contact your local Kenworth dealer or PACCAR Financial at 800-777-8525

* Subject to credit approval. For tax exempt rates, Lessee must be a political subdivision as defined by Section 103 of the Internal Revenue Code. Limited to "Essential Use Equipment." The materials contained in this flyer are for information purposes only and do not constitute tax advice. Always consult your tax expert.

Municipal Leasing

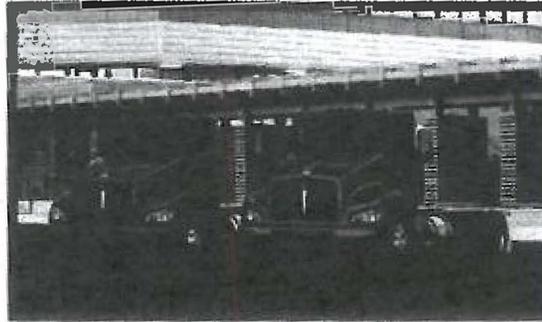


**PACCAR
FINANCIAL**

PACCAR FINANCIAL

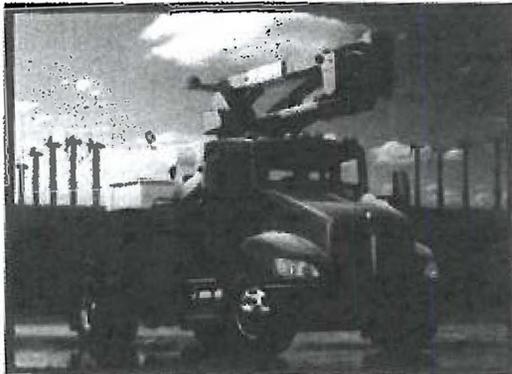
KENWORTH
PremierCare[®]
Parts & Service

- Attractive tax-exempt rates*
- Flexible terms
- Standard documentation
- Industry expertise
- Non-appropriation rights



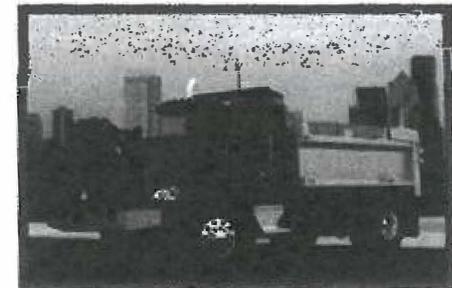
ADVANTAGES

- Operating budget expense item
- Low life cycle costs
- Payment structuring flexibility
- Payments based on today's prices
- Fixed monthly costs



Peace of mind for pennies per mile!

- Several Preventive Maintenance options to choose from
- Ability to customize



- Customer convenience through packaging of our truck, maintenance, and financing



BUYERS ORDER & PURCHASE AGREEMENT

INLAND KENWORTH (US) INC.

1021 North 59th Avenue

Phoenix, Arizona 85043

Phone : (602) 258-7791 Fax: (602) 484-0284

DATE:	9/30/2015	BUYER'S NAME:	TOWN OF QUARTZSITE
ADDRESS:	580 E. Quail Trail	PHONE:	(928) 927-4561
CITY:	Quartzsite	STATE:	AZ
ZIP:	85346		

QUANTITY:	1	NEW:	New	COLOR:	WHITE	DESCRIPTION:	
YEAR:	2016	NAME:	Kenworth	MODEL:	T440		10 WHEEL DUMP TRUCK
SERIAL # (s):	TBD						
STOCK # (s):	TBD						

ADDITIONAL PROVISIONS:

TRUCK WILL BE DELIVERED TO QUARTZSITE, AZ ***CUSTOMER IS RESPONSIBLE FOR ALL APPLICABLE TAXES & FEES NOT INCLUDED IN THIS PRICING

SALESPERSON: Steve Pendergast

Price / Unit	Qty	Purchase Total
\$142,390.00	1	\$142,390.00
FET		\$0.00
Ext. Warranty		\$0.00
Documentation		\$0.00
<i>Taxable Amount (above less FET + Trade) \$142,390.00</i>		
Sales Tax		
Administration		\$0.00
License & Title		\$0.00
Tire Disposal Fee		\$20.00
Out of State Delivery		\$0.00
Total		\$142,410.00
Cash Deposit		\$0.00
Trade Equity		\$0.00
Amount Financed		\$0.00
Cash on Delivery		\$142,410.00

BUYER HEREBY SUBMITS THE ABOVE ORDER WHICH SHALL CONSTITUTE BUYER'S OFFER TO PURCHASE THE VEHICLE(S), CHASSIS OR ACCESSORY (IES) (INDIVIDUALLY AND TOGETHER, THE "VEHICLE") AS IDENTIFIED ABOVE FOR THE PURCHASE PRICE AND ON THE TERMS AND CONDITIONS SET FORTH IN THE ABOVE ORDER AND THIS AGREEMENT (TOGETHER, THE "AGREEMENT"), WHICH INCLUDES THE ABOVE ORDER AND THE ADDITIONAL TERMS AND CONDITIONS, WHICH BUYER REPRESENTS IT HAS REVIEWED AND UNDERSTANDS.

AGREED BY PURCHASER

Signature

Title

Date

SELLER HEREBY ACCEPTS BUYER'S OFFER AND AGREES TO SELL TO BUYER THE IDENTIFIED VEHICLE ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED BY SELLER

Signature

Title

Date

THANK YOU FOR YOUR BUSINESS!

TERMS AND CONDITIONS

1. As used in this Agreement (a) "Seller" means Inland Kenworth (US), Inc., a corporation, (b) "Buyer" means the party executing this Agreement as shown on page 1, (c) "Manufacturer" means the entity that manufactured the Vehicle as shown on page 1 and (d) "Vehicle" means and includes the vehicle(s), chassis equipment and/or accessory(ies) ordered and purchased by Buyer as identified on page 1. It is understood by Buyer that (i) Seller is not the agent of Manufacturer for any purpose, and (ii) Seller and Buyer are the only parties to this Agreement and Manufacturer is not a party to this Agreement.
2. An order from Buyer shall only be deemed placed when this Agreement has been signed by both the Buyer and Seller which shall be the only method by which Buyer commits to purchase the Vehicle and Seller commits to sell the Vehicle unless otherwise agreed by Buyer and Seller in writing, signed by both parties. Buyer shall fully cooperate with Seller in connection with such order and delivery of the Vehicle, including executing any documents and doing such acts as may be reasonably requested by Seller.
3. Buyer acknowledges that Manufacturer has reserved the right to change the price and/or design of any new Product being purchased by Buyer hereunder at any time without notice and in its sole discretion. If Seller is unable to procure the Vehicle(s) ordered by Buyer from Manufacturer on the price set forth in this Agreement by reason of Manufacturer's change in price or design or for any other reason outside the control of Seller, Seller shall immediately notify Buyer and within five (5) days after the delivery of such notice, and as their only legal or equitable remedy, Seller or Buyer may elect to cancel the order and terminate this Agreement by written notice to the other provided such party is not in default hereunder. In the event of such cancellation, neither Buyer nor Seller shall have any further legal or equitable remedy against the other.
4. If Buyer is trading a used motor vehicle (the "trade-in vehicle") as a part of the consideration for the purchase of the Vehicle as provided herein, such trade-in vehicle shall not be delivered to Seller until Seller delivers to Buyer the Vehicle ordered by Buyer without Seller's prior written consent. If the trade-in vehicle is delivered to Seller before delivery of the Vehicle ordered by Buyer Seller shall store such trade-in vehicle as an accommodation to Buyer and the risk of loss as to such trade-in vehicle shall remain with Buyer. Buyer's trade-in vehicle shall be reappraised at the time of delivery of the Vehicle purchased by Buyer and the reappraised value shall determine the actual trade allowance for the trade-in vehicle to be applied against the purchase price for the Vehicle being purchased by Buyer. Buyer understands that the original trade allowance for the trade-in vehicle is an estimated value and the reappraised value shall be determinative of the actual trade allowance even though less than the original trade allowance. At the time of delivery of the trade-in vehicle to Seller, Buyer shall deliver to Seller the certificate of title for the trade-in vehicle. Buyer warrants that the trade-in vehicle shall be delivered to Seller free and clear of all liens and encumbrances except as otherwise noted herein. The certificate of title to the trade-in vehicle (1) shall not be a "salvage title certificate" issued by the Department of Motor Vehicles for the state in which the Vehicle was sold, and (2) shall not be a certificate of title issued by any other authority indicating that the trade-in vehicle has been reconstructed or repaired by reason of collision or other damage; otherwise, the trade-in vehicle shall then be reappraised. If the trade-in vehicle's reappraised value is less than its trade allowance, Buyer shall pay to Seller the difference in value at the time of delivery of the trade-in vehicle.
5. The purchase price for the Vehicle being purchased by Buyer hereunder includes reimbursement for federal excise taxes, but excludes any federal, state or local sales, use, occupational or like taxes or duties now in force or enacted in the future unless expressly so stated. Any such tax, fee or charge of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction between Seller and Buyer (exclusive of taxes on net income) shall be paid by Buyer in addition to the purchase price for the Vehicle. If Seller is required to pay any such tax, fee or charge, at the time of sale of the Vehicle, Buyer shall reimburse Seller therefore.
6. THE MANUFACTURER'S WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE VEHICLE BEING PURCHASED HEREUNDER WHETHER NEW OR USED. THE PURCHASE OF ANY USED VEHICLE FROM SELLER SHALL BE ON AN "AS-IS, WHERE IS" BASIS UNLESS SELLER DELIVERS TO BUYER A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT. EXCEPT AS PROVIDED BY THE FOREGOING, SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE VEHICLE.
7. BUYER AGREES THAT ITS SOLE LEGAL AND EQUITABLE REMEDY FOR SELLER'S FAILURE TO DELIVER TO BUYER THE VEHICLE ORDERED BY BUYER UNDER THIS AGREEMENT SHALL BE TO REQUIRE SELLER TO RETURN TO BUYER ANY FUNDS DELIVERED TO SELLER BY BUYER FOR THE PURCHASE OF THAT VEHICLE. IN NO EVENT SHALL SELLER BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY BUYER OR BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, WHETHER FOR BREACH OF THIS AGREEMENT, NEGLIGENCE OR OTHERWISE.
8. If Buyer breaches this Agreement by failing to purchase any Vehicle ordered by Buyer, in addition to any other remedy available to Seller at law or in equity, (i) Buyer shall indemnify and hold harmless Seller from any loss, damage, liability, cost and expense incurred by Seller in connection with such order, (ii) Seller may resell the ordered Vehicle and retain that portion of Buyer's deposit which is equal to (A) the difference between Buyer's purchase price less Seller's final disposition price, plus (B) Seller's cost of sale, including without limitation, any other general and incidental damages incurred by Seller, with the balance of Buyer's deposit, if any, returned to Buyer, and/or (iii) Seller may repossess all or any portion of the Vehicle sold to Buyer.
9. No modification, change or amendment to this Agreement or waiver of any term hereof shall be deemed effective unless made in writing and signed by the parties. Time is the essence of this Agreement and each of the party's obligations hereunder. This Agreement shall be binding on and inure to the benefit of Buyer and Seller and their respective successors and assigns; provided, however, Buyer may not assign this Agreement without Seller's prior consent and any such attempted assignment without Seller's consent shall be void. This Agreement shall be governed under the laws of the state in which Seller's business is located. Any legal action to enforce the terms of this Agreement or to seek damages by reason of its breach shall be brought in state or federal courts with the appropriate jurisdiction of the county in which Seller's business is located. If any portion of this Agreement is found to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement. If suit is brought in connection with this Agreement or to enforce the Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees, both at trial and on appeal, together with any costs and expenses incidental to any such proceedings. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and ~~supersedes~~ all prior agreements, representations and understandings of the parties regarding the subject matter hereof. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed the same instrument. The failure by Seller to enforce at any time any of the provisions of this Agreement shall not be construed as a waiver of such provisions, nor affect the validity of this Agreement or any part thereof, or the right of Seller to thereafter enforce such provision. Buyer acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation by any person or entity except for the warranties or representations specifically set forth herein. Buyer represents and warrants that it intends to use the Vehicle for commercial purposes only and not for personal, family, household or consumer purposes.
10. All demands, notices, consents, or other communications required or permitted to be given under this Agreement by either party, shall be sent to the other party at the address set forth herein and shall be deemed to have been duly given (1) if delivered by personal delivery, when delivered, (2) if mailed, three business days after being deposited in the United States mail, certified or registered mail, return receipt requested, and postage prepaid, (3) if sent by facsimile, upon transmission to the facsimile numbers below provided that a copy is promptly sent by U.S. mail and a transmission receipt is provided, or (4) if sent by courier, the business day after being sent by a nationally reputable overnight courier service.
11. Seller reserves a purchase money security interest in the Vehicle sold hereunder and the proceeds thereof in the amount of the purchase price until the purchase price for the Vehicle has been paid in full. Buyer shall perform all acts necessary or appropriate to assist Seller in perfecting and maintaining such security interest.

Please Initial _____



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, December 22, 2015

Agenda Item #6 Discussion, review and possible action to become a participating party in a compact of the Arizona Department of Emergency and Military Affairs, and joined political jurisdictions within the State of Arizona. Participating parties dispatch mutual aid assistance to any affected area in accordance with local ordinances resolutions, emergency plans or agreements.

Summary: The Mutual Aid Compact will assist the Town of Quartzsite in case of emergency or major incident. Given Quartzsite's history of flooding, the Public Works Director considers this agreement a necessary component of the Town's evolving emergency management plan.

Responsible Person: Emmett Brinkerhoff, Public Works Director

Attachment: Arizona Mutual Aid Compact (AZMAC)
List of Participating AZMAC Arizona counties, tribes, cities, towns, school districts, and fire districts.

Action Requested: Motion to approve the Town's participation in the Arizona Mutual Aid Compact (AZMAC).

ARIZONA MUTUAL AID COMPACT

This Compact is made and entered into by and among the signatory political jurisdictions within the State of Arizona and the Arizona Department of Emergency and Military Affairs.

Recitals

WHEREAS, one or more parties to this Compact may find it necessary to utilize all of their own resources to cope with emergencies and may require the assistance of another party or other parties; and,

WHEREAS, it is desirable that all resources of political subdivisions, municipal corporations, tribes and other public agencies be made available to respond to such emergencies; and,

WHEREAS, it is desirable that each of the parties hereto should assist one another when such emergency occurs by providing such resources as are available and needed including, but not limited to, fire, police, medical and health, environmental, communication, and transportation services to cope with the problems of response and,

WHEREAS, it is desirable that a compact be executed for the interchange of such mutual aid; and,

WHEREAS, it is desirable to utilize this agreement in exercising adopted emergency plans; and,

WHEREAS, it is desirable that the manner of financing of such cooperative undertakings be resolved in advance of such emergency;

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the signatories hereto as follows:

COMPACT

1. Purpose.

The purpose of this Compact is to define for the participating parties the emergency management terms and procedures which will be used among participating parties for dispatching mutual aid assistance to any affected area in accordance with local ordinances, resolutions, emergency plans or agreements. Contracting authority for political subdivisions of Arizona for this Compact is based upon A.R.S. § 26-308 which provides that each county and incorporated city and town of the state may appropriate and expend funds, make contracts and obtain and distribute equipment, materials and supplies for emergency management purposes. Tribal contracting authority will be in accordance with each Tribe's laws. Special District authority will be in accordance with their respective laws. Public education district authority is based on A.R.S. § 15-342(13) and A.R.S. § 11-952. This Agreement shall be construed in accordance the laws of the State of Arizona.

2. Scope.

The Scope of this Compact is to (1) provide the procedures to notify the Providing Parties of the need for emergency assistance; (2) to identify available resources; and, (3) to provide a mechanism for compensation for resources.

3. Definitions.

- **Automatic Mutual Aid** means the automatic dispatch and response of requested resources without incident specific approvals. These agreements are usually basic contracts; some may be informal accords.
- **Backfill** means replacement of the Requesting Party's personnel who perform the regular duties of other personnel while they are performing eligible emergency work.
- **Compact** means this document, the Arizona Mutual Aid Compact (AZMAC).
- **Director** is the Director of the Department of Emergency and Military Affairs (DEMA).
- **Emergency or Emergencies** means any disaster, emergency, or contingency situation which requires a collaborative effort among multiple Jurisdictions.
- **Exercise** is the exercising of adopted emergency plans utilizing the Homeland Security Exercise and Evaluation Program (HSEEP)
- **Jurisdiction** means an entity, including Political Subdivisions and tribal governments, which (1) has the authority to act, within a defined geographical area especially in times of emergency and (2) is a party to this Compact.

- **Local Mutual Aid** are agreements between neighboring jurisdictions or organizations that involve a formal request for assistance and generally cover a larger geographic area than automatic mutual aid.
- **Political Subdivision** means any county, incorporated city or town, fire district, or public education district, irrigation, power, electrical, agricultural improvement, drainage, and flood control districts, and other tax levying public improvement districts.
- **Providing Party** means the Jurisdiction providing aid in the event of an emergency.
- **Requesting Party** means the Jurisdiction requesting aid in the event of an Emergency.
- **Self-deployed** means to respond to an emergency without being requested by the Requesting Party.

4. **Guiding Policy.**

- Arizona Revised Statute (A.R.S.), Title 26, Military Affairs and Emergency Management.
- Arizona Administrative Code (A.A.C.), Title 8, Emergency and Military Affairs.
- National Incident Management System (NIMS), 2008

5. **Procedures for Requesting Assistance.**

A Requesting Party which needs assistance in excess of its own resources and existing automatic mutual aid or local mutual aid due to an emergency is authorized to request assistance from any party to this Compact. However, when making such requests, consideration shall be given to, and requests made, based on, but not limited to, the geographical proximity of other jurisdictions with that of the jurisdiction requesting assistance. All requests for assistance from the State must be coordinated through the Requesting Party's county emergency operations center, or tribal emergency operations center (whichever is applicable).

Requests should specify what the emergency is, what resources are needed and the estimated period of time during which such mutual aid shall be required, if known. Please use the Resource Request form provided in Appendix A.

6. **Providing Party's Assessment of Availability of Resources and Ability to Render Assistance.**

Subject to the terms of this Compact, the Providing Party shall make reasonable efforts to assist the Requesting Party. In all instances, the Providing Party shall render such mutual aid as it is able to provide consistent with its own service needs at the time, taking into

consideration the Providing Party's existing commitments within its own jurisdiction. The Providing Party shall be the sole judge of what mutual aid it has available to furnish to the Requesting Party pursuant to this Compact.

7. Implementation Plan.

Each party should develop an emergency operations plan that includes a process to provide for the effective mobilization of its resources, both public and private, including acceptance of mutual aid to provide or receive assistance under this Compact.

8. Contact List.

Each Party shall develop a contact list as outlined in Appendix B, which shall be provided to the Director for distribution to all other parties to this Compact.

9. Reimbursement Procedures between Parties.

If the Providing Party desires reimbursement for the assistance they are providing, the Requesting Party shall reimburse the Providing Party for all costs incurred in the mutual assistance, whether an incident has been declared an emergency or not. The Providing Party must declare its intent to seek reimbursement as part of their response to the Requesting Party's request for assistance (see Appendix A: Resource Request forms). The Providing Party and the Requesting party shall agree upon allowable costs for mutual assistance prior to the dispatch of any mutual assistance resources. Unless otherwise negotiated by the parties involved, the parties may reference the state allowable costs as defined in A.A.C. Title 8 (as may be amended from time to time). If the assistance is authorized and accepted, the Requesting Party shall reimburse the Providing Party all allowable costs of labor, equipment, and materials that have actually been expended during the execution of the mission assignment, after receipt of an itemized voucher and documentation is received.

If there has been a declaration of emergency from the Governor and/or President, the Requesting Party may be eligible for reimbursement for these mutual aid costs under the state or federal declaration of emergency. See item 10.

10. Reimbursement Procedures from the State.

If the Governor and/or President have declared an emergency, the Requesting Party can prepare an itemized voucher and documentation of all paid allowable costs including all the cost of the mutual aid resources reimbursed to any Providing Parties under this Compact, for submittal to the State for consideration for reimbursement in accordance with A.A.C. Title 8 (as may be amended from time to time). As per A.A.C. Title 8, R8-2-301, sub-parts 1, 12 & 15, only state agencies and political subdivisions are eligible to receive reimbursement under a Governor's Declaration. Any Tribal Nations as the Requesting Party would need to seek reimbursement under a Presidential Declaration. Any Tribal Nations as the Providing Party

would seek reimbursement from the Requesting Party as outlined in Item 9.

The state is not liable for any claim arising from an emergency for which the applicant receives funds from another source (A.A.C. Title 8, R8-2-312).

Self-deployed resources will not be reimbursed.

11. Personnel Compensation and Insurance.

The Requesting Party and the Providing Party shall be responsible for all compensation and insurance coverage of their respective employees and equipment.

12. Immunity.

The parties shall have such immunity as provided by applicable state, federal or tribal law.

13. Indemnification.

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. This compact is between Governmental entities. Should a signatory to this agreement use a contractor for any purpose, said contractor would be required to abide by ADOA Risk Management insurance requirements which are attached as Appendix C.

14. Term.

This Compact shall be effective on the date it is recorded with the Secretary of State. Except as otherwise provided in this Compact, this Compact shall terminate ten years after the effective date. This Compact, upon mutual consent of the parties may be extended for a period of time not to exceed 10 years. Any modification or time extension of this Compact shall be by formal written amendment and executed by the parties hereto.

15. ADA.

Each party shall comply with applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 United States Code. 12101-12213) and all applicable federal regulations under the Act, including 28 Code of Federal Regulation Parts 35 and 36.

16. Non-Discrimination.

To the extent of the law the Parties shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, or national origin not mentioned in Order shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

17. Compliance with Laws.

Each party shall comply with all federal, tribal, state and local laws, rules, regulations, standards and Executive Orders, as applicable, without limitation to those designated within this Compact. Any changes in the governing laws, rules and regulations during the terms of this Compact shall apply but do not require an amendment.

18. Worker's Compensation.

Each Party herein shall comply with the provisions of A.R.S §23-1022(E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this agreement.

19. Insurance.

Each Party shall bear the risk of its own actions, as it does with all its operations, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

20. Non-appropriation.

Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Parties at the end of the period for which funds are

available. No liability shall accrue to the Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

21. No Third Party Beneficiaries.

Nothing in the provisions of this Compact is intended to create duties or obligations to or rights in third parties not parties to this Compact or affect the legal liability of any party to the Compact by imposing any standard of care different from the standard of care imposed by law.

22. Entire Compact.

This document constitutes the entire Compact between the parties pertaining to the subject matter hereof. This Compact shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Arizona Secretary of State or Tribal government as appropriate.

23. Jurisdiction.

Nothing in this Compact shall be construed as otherwise limiting or extending the legal jurisdiction of any party. Nothing in this Compact is intended to confer any rights or remedies to any person or entity that is not a party.

24. Conflict of Interest.

The requirements of A.R.S. § 38-511 apply to this Agreement. The Parties may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Party is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of Party with respect to the subject matter of this Agreement.

25. Supervision and Control.

Management of an emergency shall remain with the jurisdiction in which the emergency occurred. Supervision and control of Providing Parties' personnel and equipment shall be in accordance with National Incident Management System. The Requesting Party will be responsible for providing supplies and services, such as food, shelter, gasoline and oil, for on-site use of equipment and for the personnel providing assistance. All equipment and personnel used pursuant to this Compact shall be returned to the Providing Party upon being released by the Requesting Party or on demand of the Providing Party for such return.

26. Severability: Effect on Other Agreements.

It is expressly understood that this Compact shall not supplant existing agreements between some of the parties, which do provide for the exchange or furnishing of certain types of services on a compensated basis.

27. Severability.

If any provision of this Compact is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

28. Responsibility of the Department of Emergency and Military Affairs.

Nothing within this Compact limits or restricts the duties and obligations the State of Arizona may have to respond to the emergency of any party.

29. Effective Date.

This Compact shall become effective as to each party when adopted by resolution and executed by the governing body of the jurisdiction, and shall remain operative and effective as between each and every party that has heretofore or hereafter executed this Compact, until participation in this Compact is terminated by the party. The termination by one or more of the parties of its participation in this Compact shall not affect the operation of this Compact as between the other parties thereto. The Director shall identify on their website, with updates as needed, all parties signatory to this Compact.

30. Execution Procedure.

Execution of this Compact shall be as follows:

This Compact, which will be designated as "ARIZONA MUTUAL AID COMPACT," shall be executed in counterparts by the governing body of each party. Upon execution, the counterpart will be filed with the Secretary of State and the Tribal government as applicable and be provided to the Director. This Compact will be effective between all parties who execute this Compact even if it is not executed by all eligible jurisdictions.

31. Termination.

Termination of participation in this Compact may be effected by any party as follows:

Notice of termination will be given to the Director 20 days prior to termination.

Any party may, by resolution of its governing body, terminate its participation in this Compact and file a certified copy of such resolution with the Secretary of State or the Tribal government, with a copy to be provided to the Director.

The parties to this Compact understand and acknowledge that this Compact is subject

to cancellation by any party pursuant to A.R.S. § 38-511 or applicable Tribal law.

32. Dispute Resolution.

The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

33. Record Retention

Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times.

**ARIZONA MUTUAL AID COMPACT
SIGNATURE PAGE**

(NAME OF JURISDICTION)

IN WITNESS WHEREOF, the parties hereto each sign this Arizona Mutual Aid Compact signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction to participate in the Compact by formal approval of the jurisdiction's governing body.

(Signing Authority)

Date

ATTEST: _____
(Attesting Authority)

Date

Date of formal approval by governing body: _____

Pursuant to A.R.S. § 11-952(D) or applicable Tribal law, the attorney for the above entity has determined that the foregoing Compact is in proper form and is within the powers and authority of the entity as granted under the laws of this State and the applicable Tribal government.



(Attorney)

Date

Appendix A

**ARIZONA MUTUAL AID COMPACT (AZMAC)
EMERGENCY MANAGEMENT RESOURCE REQUEST**

Date of Request	Requesting Agency Tracking Number
Requesting Organization	Organization Point of Contact
	Work Cell E-Mail
Requested Resource Type/Kind	Quantity Unit of Measure Date/Time Required

Resource must come with:

- | | | | |
|-------------------------------|--------------------------------|-------------|-------------|
| <input type="checkbox"/> Fuel | <input type="checkbox"/> Meals | Operator(s) | Water |
| Maintenance | Lodging | Power | Transporter |

Mission

Special Instructions

Request Forwarded to

Contact Name
Organization/Agency
Vendor
Date/Time of Submission

Request Approved by

Date

Appendix A

ARIZONA MUTUAL AID COMPACT (AZMAC) EMERGENCY MANAGEMENT RESOURCE REQUEST

Date of Request	Assisting Agency Tracking Number
Assisting Organization	Organization Point of Contact Work Cell E-Mail
Requested Resource Type/Kind	Quantity Unit of Measure Date/Time Required

Offer

Travel Costs Equipment Costs Commodities
--

Personnel

F. Name	L. Name	Phone	E-Mail	Regular Salary/ Hourly Rate	Regular Fringe Benefit Hourly Rate	Overtime Salary/ Hourly Rate	Overtime Fringe Benefit Hourly Rate

Estimated Resource Cost

Providing Party Agency Representative Signature and Date

Representative Name and Title (Print)

Signature & Date

Requesting Party Agency Representative Signature and Date

Representative Name and Title (Print)

Signature & Date

Appendix B

**ARIZONA MUTUAL AID COMPACT (AZMAC)
POINTS OF CONTACT**

Date:

Name of Jurisdiction:

Mailing Address:

City, State, Zip Code:

Authorized Representatives to Contact for Mutual Aid Assistance

	Primary Contact	1 st Alternate	2 nd Alternate
Name			
Title			
24-Hr Phone No.			
Address			
Day Phone No.			
Night Phone No.			
Fax No.			
Email			

Appendix C

ARIZONA MUTUAL AID COMPACT (AZMAC) USE OF A CONTRACTOR

In addition, each signatory shall cause its contractor(s) and subcontractors, if any, to defend, indemnify, and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of signatory's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable."

Insurance Requirements for Governmental Parties:

None.

Insurance Requirements for Any Contractors Used by a Party to the Intergovernmental Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: “The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.” Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

b. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the “State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees” for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: “The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising

out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

- b. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- c. Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. Additional Insurance Requirements: The policies are to contain, or be endorsed (Blanket Endorsements are not acceptable) to contain, the following provisions:

- 1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).

2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

C. Notice of Cancellation: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.

D. Acceptability of Insurers: Contractors insurance shall be placed with companies licensed in the State of Arizona. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. Verification of Coverage: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements (Blanket Endorsements are not acceptable) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. Subcontractors: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

- G. Approval:** Any modification or variation from the *insurance requirements* in any Intergovernmental Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

Arizona Mutual Aid Compact (AZMAC)

Date posted: December 10, 2015

STATE OF ARIZONA

COUNTIES

Apache County 

Greenlee County 

Pima County

Cochise County 

La Paz County 

Pinal County 

Coconino County 

Maricopa County 

Santa Cruz County 

Gila County 

Mohave County 

Yavapai County 

Graham County 

Navajo County 

Yuma County 

TRIBES

Ak-Chin Indian
Community

Hualapai Tribe

The Hopi Tribe

Cocopah Tribe 

Kaibab Paiute Tribe

Tohono O'odham
Nation 

Colorado River Indian
Tribes

Navajo Nation 

Tonto Apache Tribe

Fort McDowell Yavapai
Nation

Pasqua Yaqui Tribe 

White Mountain
Apache Tribe

Fort Mojave Indian
Tribe

Pueblo of Zuni Tribe

Yavapai-Apache
Nation

Fort Yuma Quechan
Tribe

Salt River Pima-Maricopa
Indian Community 

Yavapai-Prescott
Indian Tribe

Gila River Indian
Community

San Carlos Apache
Tribe

Havasupai Tribe

San Juan Southern
Paiute

 Signatories

Arizona Mutual Aid Compact

CITIES/TOWNS

Apache Junction, City of		Douglas, City of		Holbrook, City of	
Avondale, City of		Duncan, City of		Huachuca City, Town of	
Benson, City of		Eagar, Town of		Jerome, Town of	
Bisbee, City of		El Mirage, City of		Kearny, Town of	
Buckeye, City of		Eloy, Town of		Kingman, City of	
Bullhead City, City of		Flagstaff, City of		Lake Havasu City	
Camp Verde, Town of		Florence, Town of		Litchfield Park, City of	
Carefree, Town of		Fountain Hills, Town of		Mammoth, Town of	
Casa Grande, City of		Fredonia, Town of		Marana, Town of	
Cave Creek, Town of		Gila Bend, Town of		Maricopa, City of	
Chandler, City of		Gilbert, Town of		Mesa, City of	
Chino Valley, Town of		Glendale, City of		Miami, Town of	
Clarkdale, Town of		Globe, City of		Mohave Valley	
Clifton, Town of		Goodyear, City of		Nogales, City of	
Colorado City, Town of		Grand Canyon		Oro Valley, Town of	
Coolidge, City of		Guadalupe, Town of		Page, City of	
Cottonwood, City of		Hayden, Town of		Paradise Valley	

Arizona Mutual Aid Compact

CITIES/TOWNS

Parker, Town of		Scottsdale, City of		Thatcher, Town of	
Patagonia, Town of		Sedona, City of		Tolleson, City of	
Payson, Town of		Show Low, City of		Tombstone, City of	
Peoria, City of		Sierra Vista, City of		Tucson, City of	
Phoenix, City of		Snowflake, Town of		Wellton, Town of	
Pima, Town of		Somerton, City of		Wickenburg, Town of	
Pinetop-Lakeside, Town of		South Tucson, City of		Willcox, City of	
Prescott Valley, Town of		Springerville, Town of		Williams, City of	
Prescott, City of		St. Johns, City of		Winkelman, Town of	
Quartzsite, Town of		Star Valley		Winslow, City of	
Queen Creek, Town of		Superior, Town of		Wittman, Town of	
Safford, City of		Surprise, City of		Youngtown, Town of	
Sahuarita, Town of		Taylor, Town of		Yuma, City of	
San Luis, City of		Tempe, City of			

Arizona Mutual Aid Compact

OTHER JURISDICTIONS

Alpine Elementary Sch District #7		Fry Fire District		Pine Lake Fire District	
Apache Junction Fire District		Green Valley Fire District		Queen Valley Fire District	
Arizona City Fire District		Golden Valley Fire District		Rincon Valley Fire District	
Avra Valley Fire District		Golder Rance Fire District		Rio Verde Fire District	
Buckeye Union High School District		Higley Unified School District #60		Round Valley Unified School District #10	
Bullhead City Fire District		Lake Havasu School District		Saddle Mountain Unified Sch District	
Christopher Kohl's Fire District		Linden Fire District		San Manuel Fire Department	
Clarkdale Fire District		Maricopa Integrated Health System		Sedona Fire District	
Colorado City Fire District		Mohave Valley Elementary School District		St. John's Unified Sch District	
Crown King Fire District		Mohave Valley Fire District		Sun City Fire District	
Daisy Mountain Fire District		Mt. Lemon Fire District		Sun City West Fire District	
Drexel Heights Fire District		Mountain Vista Fire District		Sun Lakes Fire District	
Eloy Fire District		Northern AZ Consolidated Fire District #1		Verde Valley Fire District	
Fort Mohave Mesa Fire District		Northwest Fire District		Vernon Elem Sch District #9	