

COUNCIL MEETING AGENDA

March 26, 2013

Members may attend in person or by telephone

Ed Foster, Mayor
Michael Jewitt, Vice Mayor

Patricia Anderson
Carol Kelley
Pat Workman

Norma Crooks
Mark Orgeron

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

**Regular Meeting
9:00 a.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 need to be staged at the back of the public seating area.

*The times listed for agenda items are estimated.
Items may be discussed earlier or in a different sequence.*

Est. Time	AGENDA ITEM	COUNCIL ACTION
9:00	CALL TO ORDER OF REGULAR MEETING	
9:00 – 9:05	INVOCATION AND PLEDGE OF ALLEGIANCE <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>	
9:05	ROLL CALL	
9:05 – 9:06	APPROVAL/AMENDMENT OF AGENDA	Discussion, possible action by MOTION.
	PRESENTATIONS; PROCLAMATIONS	
	None	

9:06 – 9:10		<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>	
	1.	<p>LEDGER OF ACCOUNTS PAID – Consider approval of check series 35286 – 35364, totaling \$104,909.00</p>	Discussion; possible action by MOTION; may be acted upon with single motion.
	2.	<p>MINUTES – Consider approval of the minutes of the Regular Meeting of March 12, 2013 and Work Session on March 19, 2013.</p>	Discussion; possible action by MOTION; may be acted upon with single motion.
	3.	<p>Consider the approval of an Intergovernmental Agreement with the State of Arizona Department of Transportation for Joint Project Administration of the Safe Routes to School Project.</p>	Discussion; possible action by MOTION; may be acted upon with single motion.
	4.	<p>Consider approval of agreement with Curtis, Goodwin, Sullivan, Udall & Schwab, PLC, to provide the services of Town Attorney for the Town of Quartzsite.</p>	Discussion; possible action by MOTION; may be acted upon with single 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>	
9:10 – 9:15	5.	<p>Discussion and possible action regarding the complaint filed by the representative of the GPPA.</p>	
9:15 – 9:25	6.	<p>Consider the appointment of two regular members to the Municipal Utility Administrative Committee with a term ending January 2015; and align the term end dates to January of each year by extending one existing term to January 2014.</p>	Discussion, possible action by MOTION.

9:25 – 10:05	7.	<p>EXECUTIVE SESSION</p> <p>Interview of Applicants to serve on the Planning and Zoning Commission.</p> <ul style="list-style-type: none"> • An executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consideration of possible appointment of Shaneen Bergette to the Planning and Zoning commission. • An executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consideration of possible appointment of Barbara Bowman to the Planning and Zoning commission. • An executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consideration of possible appointment of Jennifer Jones to the Planning and Zoning commission. • An executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consideration of possible appointment of Dean Taylor to the Planning and Zoning commission. 	
10:05 – 10:15	8.	Consider the appointment of three regular members to the Planning and Zoning commission, with terms ending February 2014 and February 2015 respectively.	Discussion; possible action by MOTION;
10:15 – 10:40	9.	<p>EXECUTIVE SESSION</p> <ul style="list-style-type: none"> • An executive session pursuant to A.R.S. 38-431.03(A)(3) for legal advice with special counsel for the Town regarding the need for an independent investigation of a complaint of excessive use of force by the Quartzsite Police Department. • An executive session pursuant to A.R.S. 38-431.03(A)(4) for discussion and consultation with special counsel for the Town regarding the Town’s position and to instruct special counsel regarding a contract with an independent investigator for the Quartzsite Police Department. 	
10:40 - 10:50		COMMUNICATIONS	
	10.	Announcements and Reports from the MAYOR on current events.	

	11.	Announcements and Reports from the COUNCIL on current events.	
	12.	Report from the TOWN MANAGER to the Council	
10:50 - 11:05		<p>COMMUNICATIONS FROM CITIZENS</p> <p><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>	
11:05		ADJOURN	MOTION to adjourn.

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 _____, 2013, 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.



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, March 26, 2013

Agenda Item #1 Consider approval of check series 35286 – 35364, totaling \$104,060.12

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 of any time.

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

Responsible Person: Laura Bruno, Interim Town Manager

Attachment: Ledger of Accounts Paid: Check series 35286 - 35364

Action Requested: **Approval of the Ledger of Accounts Paid; Check series 35286 - 35364.**

**Council Meeting of March 26, 2013
Check Register/ Revenue/ Consent Agenda**

Horizon Community Bank- Begin Ck# 35286-35364

Balances on all cash accounts as of March 21, 2013

Checking Account	\$	\$2,503,078.75
LGIP Account	\$	687,575.45
WIFA Debt Reserve Account	\$	109,046.68

Total Expensed Dollar Amount for Consent Agenda	\$	173,017.66
Total Payroll for Pay Period Ending 3/16/13	\$	68,957.54
YTD Total Revenue Dollar Amount for Consent Agenda	\$	1,039,380.26
YTD Total Sewer Sales Revenue as of 03/21/13	\$	513,884.52
YTD Total Sewer Cap Revenue as of 03/21/13	\$	17,864.52
YTD Total Water Sales Revenue as of 03/21/13	\$	484,755.06
YTD Total Water Cap Revenue as of 03/21/13	\$	22,876.16

Report Criteria:

Report type: GL detail

Check Check Number = 35286-35384

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
35286						
03/14/2013	35286	ADOT Project Reconciliatio	2,466.79	Qtz Gateway Signage/Sys Enhan	43-126-5103	2,466.79
Total 35286:			2,466.79			
35287						
03/14/2013	35287	AlSCO - Steiner Corp	306.59	Uniform Cleaning Service	03-220-5035	306.59
Total 35287:			306.59			
35288						
03/14/2013	35288	American Custom Tire, Inc	147.00	Parts & Labor for Backhoe #2205	03-220-5040	147.00
Total 35288:			147.00			
35289						
03/14/2013	35289	Arizona Courts Association	185.00	ACA Spring 2013 Conference 4/1	21-206-5043	185.00
03/14/2013	35289	Arizona Courts Association	185.00	ACA Spring 2013 Conference 4/1	21-206-5043	185.00
03/14/2013	35289	Arizona Courts Association	185.00	ACA Spring 2013 Conference 4/1	21-206-5043	185.00
Total 35289:			555.00			
35290						
03/14/2013	35290	D And L Auto Parts	171.68	Auto Parts	03-220-5040	171.68
03/14/2013	35290	D And L Auto Parts	97.46	Auto Parts	03-220-5047	97.46
03/14/2013	35290	D And L Auto Parts	260.35	Auto Parts	03-220-5060	260.35
03/14/2013	35290	D And L Auto Parts	56.33	Auto Parts	01-130-5025	56.33
03/14/2013	35290	D And L Auto Parts	38.73	Auto Parts	01-140-5025	38.73
03/14/2013	35290	D And L Auto Parts	14.61	Auto Parts	01-140-5040	14.61
03/14/2013	35290	D And L Auto Parts	109.05	Auto Parts	01-180-5040	109.05
03/14/2013	35290	D And L Auto Parts	385.50	Auto Parts	04-230-5025	385.50
Total 35290:			1,133.71			
35291						
03/14/2013	35291	Desert Messenger	12.10	Ad for Transit Driver in Classified	04-230-5033	12.10
Total 35291:			12.10			
35292						
03/14/2013	35292	DesertWorks Computers L	140.00	Tech Services: Wireless Setup for	01-150-5035	140.00
Total 35292:			140.00			
35293						
03/14/2013	35293	Etherspeak Inc.	5.77	Phone Services	01-110-5041	5.77
03/14/2013	35293	Etherspeak Inc.	40.43	Phone Services	01-130-5041	40.43
03/14/2013	35293	Etherspeak Inc.	17.33	Phone Services	01-135-5041	17.33
03/14/2013	35293	Etherspeak Inc.	63.55	Phone Services	01-140-5041	63.55
03/14/2013	35293	Etherspeak Inc.	23.12	Phone Services	01-150-5041	23.12
03/14/2013	35293	Etherspeak Inc.	17.33	Phone Services	01-160-5041	17.33
03/14/2013	35293	Etherspeak Inc.	17.33	Phone Services	01-170-5041	17.33

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
03/14/2013	35293	Etherspeak Inc.	11.56	Phone Services	01-185-5041	11.56
03/14/2013	35293	Etherspeak Inc.	17.33	Phone Services	03-220-5041	17.33
03/14/2013	35293	Etherspeak Inc.	5.77	Phone Services	15-500-5041	5.77
03/14/2013	35293	Etherspeak Inc.	17.33	Phone Services	16-550-5041	17.33
Total 35293:			236.85			
35294						
03/14/2013	35294	Fedex	56.25	Shipping: P&Z to Atkins	01-160-5042	56.25
03/14/2013	35294	Fedex	10.04	Shipping: QPD to Viewu	01-140-5042	10.04
Total 35294:			66.29			
35295						
03/14/2013	35295	Flowpoint Environmental S	795.00	Water+ Annual Renewal Fee for S	16-550-5051	795.00
Total 35295:			795.00			
35296						
03/14/2013	35296	Globalstar	46.51	Emergency Contact	01-140-5041	46.51
Total 35296:			46.51			
35297						
03/14/2013	35297	GovDeals, Inc.	28.12	Acct#310: Fee for the Sale of Che	01-180-5035	28.12
Total 35297:			28.12			
35298						
03/14/2013	35298	H&E Equipment Services, I	833.78	Inv#91099574/9110086 Parts for	03-220-5040	833.78
Total 35298:			833.78			
35299						
03/14/2013	35299	Home Depot Credit Service	240.14	Small Tools and Light Fixtures for	15-500-5060	240.14
Total 35299:			240.14			
35300						
03/14/2013	35300	La Paz County Recorder	8.00	Recordings; Record of Lien on Pr	01-120-5035	8.00
Total 35300:			8.00			
35301						
03/14/2013	35301	Movie Licensing USA	325.00	Annual Copyright Compliance Site	20-121-5051	325.00
Total 35301:			325.00			
35302						
03/14/2013	35302	Parker Office Supply	25.47	2"x10" "Authorized Person Only"	01-140-5022	25.47
Total 35302:			25.47			
35303						
03/14/2013	35303	Quartzsite Cap & Embroide	13.27	Hats Embroidered for WWTP	15-500-5019	13.27
03/14/2013	35303	Quartzsite Cap & Embroide	13.27	Hats Embroidered for Water Dept	16-550-5019	13.27

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
03/14/2013	35303	Quartzsite Cap & Embroide	42.03	Polo Shirts Embroidered for Magis	01-150-5019	42.03
Total 35303:			68.57			
35304						
03/14/2013	35304	Quill Corporation	67.17	Inv#9865682 Clear Front Report	01-160-5022	67.17
03/14/2013	35304	Quill Corporation	60.11	Dry Earse Markers & Letter Hangi	01-130-5021	60.11
Total 35304:			127.28			
35305						
03/14/2013	35305	Road Runner Sanitary Sup	22.94	Janitorial Supplies	01-130-5034	22.94
03/14/2013	35305	Road Runner Sanitary Sup	93.30	Janitorial Supplies	01-140-5034	93.30
03/14/2013	35305	Road Runner Sanitary Sup	22.94	Janitorial Supplies	01-150-5034	22.94
03/14/2013	35305	Road Runner Sanitary Sup	22.93	Janitorial Supplies	01-160-5034	22.93
03/14/2013	35305	Road Runner Sanitary Sup	22.94	Janitorial Supplies	01-170-5034	22.94
03/14/2013	35305	Road Runner Sanitary Sup	35.19	Janitorial Supplies	03-220-5034	35.19
03/14/2013	35305	Road Runner Sanitary Sup	22.93	Janitorial Supplies	15-500-5034	22.93
03/14/2013	35305	Road Runner Sanitary Sup	22.93	Janitorial Supplies	16-550-5034	22.93
03/14/2013	35305	Road Runner Sanitary Sup	250.23	Janitorial Supplies	01-182-5034	250.23
03/14/2013	35305	Road Runner Sanitary Sup	59.23	Janitorial Supplies	01-180-5034	59.23
Total 35305:			575.56			
35306						
03/14/2013	35306	Safetyline	99.25	Org Class 2 Towing Jackets for P	03-220-5019	99.25
03/14/2013	35306	Safetyline	99.25	Org Class 2 Towing Jacket for Par	01-180-5019	99.25
Total 35306:			198.50			
35307						
03/14/2013	35307	Simplots Partners	2,269.61	Ranger Pro Herbicide, Spray-Wet,	01-180-5086	2,269.61
03/14/2013	35307	Simplots Partners	227.65	Ranger Pro Herbicide for WWTP	15-500-5068	227.65
03/14/2013	35307	Simplots Partners	1,308.99	Ranger Pro Herbicide for PW Dep	03-220-5029	1,308.99
Total 35307:			3,806.25			
35308						
03/14/2013	35308	Smart & Final	55.87	Sanitizers, Gloves & etc for WWT	15-500-5022	55.87
Total 35308:			55.87			
35309						
03/14/2013	35309	Sonoran Integrations	26.62	Phone Wall Mount for QPD	01-140-5022	26.62
Total 35309:			26.62			
35310						
03/14/2013	35310	Steve Henrichs	72.00	Per Diem: Grant Writing Trng 3/18	01-160-5043	72.00
Total 35310:			72.00			
35311						
03/14/2013	35311	Sunset Marble Company L	1,653.93	Rip Rap for Cemetery Road	03-220-5105	1,653.93

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
Total 35311:			1,653.93			
35312						
03/14/2013	35312	Titan Machinery	241.19	Parts for case Loader #2226 for P	03-220-5040	241.19
Total 35312:			241.19			
35313						
03/14/2013	35313	Verizon Wireless	35.94	Cell Pone Services	01-160-5041	35.94
03/14/2013	35313	Verizon Wireless	93.66	Cell Pone Services	04-230-5041	93.66
03/14/2013	35313	Verizon Wireless	78.03	Cell Pone Services	01-130-5041	78.03
03/14/2013	35313	Verizon Wireless	30.53	Cell Pone Services	01-170-5041	30.53
03/14/2013	35313	Verizon Wireless	93.66	Cell Pone Services	01-180-5041	93.66
03/14/2013	35313	Verizon Wireless	89.09	Cell Pone Services	20-121-5041	89.09
03/14/2013	35313	Verizon Wireless	74.05	Cell Pone Services	03-220-5041	74.05
03/14/2013	35313	Verizon Wireless	77.91	Cell Pone Services	15-500-5041	77.91
03/14/2013	35313	Verizon Wireless	128.98	Cell Pone Services	16-550-5041	128.98
Total 35313:			701.85			
35314						
03/14/2013	35314	Wells Fargo Financial Leas	1,043.15	Capital Lease Pmt on Copy Machi	01-130-5058	1,043.15
Total 35314:			1,043.15			
35315						
03/14/2013	35315	Visa	543.64	Drury Inn: Rm Res J. Sorensen fo	16-550-5043	543.64
03/14/2013	35315	Visa	543.47	BestBuy: Laptop, Laptop Sleeve &	03-220-5021	543.47
03/14/2013	35315	Visa	60.09	Finance Charge/Fees	01-135-5053	60.09
03/14/2013	35315	Visa	250.00	ACEC of AZ: Reg. for Rds & St. C	03-220-5043	250.00
03/14/2013	35315	Visa	250.00	ACEC of AZ: Reg. for Rds & St. C	03-220-5043	250.00
03/14/2013	35315	Visa	86.83	Comfort Inn: Rm Res. E. Brinkerh	03-220-5043	86.83
03/14/2013	35315	Visa	86.83	Comfort Inn: Rm Res. L. Tunnell f	03-220-5043	86.83
03/14/2013	35315	Visa	130.92	AffordableFaucets: Sink Spout Re	01-140-5030	130.92
03/14/2013	35315	Visa	32.92	Amazon: 4-Snap n Store File Box	01-130-5022	32.92
03/14/2013	35315	Visa	425.00	Grant Writing USA: Class for S. H	01-160-5043	425.00
03/14/2013	35315	Visa	264.99	Amazon: 72x48 White Board	01-130-5022	264.99
03/14/2013	35315	Visa	200.00	AZBO: Field Inspection Trng for S	01-160-5043	200.00
03/14/2013	35315	Visa	39.00	Lowe's: Wireless Doorbell Kit	01-130-5030	39.00
03/14/2013	35315	Visa	275.00	Louka: Blding Warrior Women Con	01-140-5043	275.00
03/14/2013	35315	Visa	24.14	Staples: Uni-Ball Signo Gel Pens	01-130-5021	24.14
03/14/2013	35315	Visa	33.74	Inv#9603: 15 Year Award for R. Tr	15-500-5035	33.74
03/14/2013	35315	Visa	33.75	Inv#9603: 15 Year Award for R. Tr	16-550-5035	33.75
Total 35315:			3,280.32			
35332						
03/21/2013	35332	APS	1,092.65	Electric Service	03-220-5049	1,092.65
Total 35332:			1,092.65			
35333						
03/21/2013	35333	Baudville	56.15	Bronze Certificate Seals for Busin	01-160-5022	56.15

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
Total 35333:			56.15			
35334						
03/21/2013	35334	Canyon State Oil	32.70	Unleaded Gasoline	01-130-5024	32.70
03/21/2013	35334	Canyon State Oil	3,272.29	Unleaded Gasoline	01-140-5024	3,272.29
03/21/2013	35334	Canyon State Oil	127.49	Unleaded Gasoline	01-160-5024	127.49
03/21/2013	35334	Canyon State Oil	483.91	Unleaded Gasoline	01-180-5024	483.91
03/21/2013	35334	Canyon State Oil	1,213.10	Unleaded Gasoline	03-220-5024	1,213.10
03/21/2013	35334	Canyon State Oil	1,554.38	Unleaded Gasoline	04-230-5024	1,554.38
03/21/2013	35334	Canyon State Oil	886.96	Unleaded Gasoline	15-500-5024	886.96
03/21/2013	35334	Canyon State Oil	482.10	Unleaded Gasoline	16-550-5024	482.10
Total 35334:			8,052.93			
35335						
03/21/2013	35335	ClassicPlan Premium Fina	733.16	Liability Insurance	01-185-5046	733.16
03/21/2013	35335	ClassicPlan Premium Fina	1,955.10	Liability Insurance	01-130-5046	1,955.10
03/21/2013	35335	ClassicPlan Premium Fina	4,643.37	Liability Insurance	01-140-5046	4,643.37
03/21/2013	35335	ClassicPlan Premium Fina	733.16	Liability Insurance	01-150-5046	733.16
03/21/2013	35335	ClassicPlan Premium Fina	733.16	Liability Insurance	01-170-5046	733.16
03/21/2013	35335	ClassicPlan Premium Fina	244.40	Liability Insurance	01-182-5046	244.40
03/21/2013	35335	ClassicPlan Premium Fina	9,042.35	Liability Insurance	03-220-5046	9,042.35
03/21/2013	35335	ClassicPlan Premium Fina	1,221.95	Liability Insurance	04-230-5046	1,221.95
03/21/2013	35335	ClassicPlan Premium Fina	2,932.65	Liability Insurance	15-500-5046	2,932.65
03/21/2013	35335	ClassicPlan Premium Fina	2,199.49	Liability Insurance	16-550-5046	2,199.49
03/21/2013	35335	ClassicPlan Premium Fina	1,557.41	Prepaid Expenses	01-000-1109	1,557.41
Total 35335:			25,996.20			
35336						
03/21/2013	35336	Colorado River Regional S	1,000.00	2012-2013 Membership Dues (Vo	15-500-5051	1,000.00
Total 35336:			1,000.00			
35337						
03/21/2013	35337	Corey Rudolph	35.00	Refund: Overcharge on 3-Day Ev	01-000-4230	35.00
Total 35337:			35.00			
35338						
03/21/2013	35338	Curtis, Goodwin, Sullivan,	15,042.44	Inv#18329 RE: General Council S	01-120-5072	15,042.44
03/21/2013	35338	Curtis, Goodwin, Sullivan,	47.50	Inv#18330 RE: Special Council S	01-120-5072	47.50
03/21/2013	35338	Curtis, Goodwin, Sullivan,	1,864.50	Inv#18331 RE: Special Council S	01-120-5072	1,864.50
03/21/2013	35338	Curtis, Goodwin, Sullivan,	3,023.00	Inv#18332 RE: Special Council S	01-120-5072	3,023.00
Total 35338:			19,977.44			
35339						
03/21/2013	35339	Diamond Brooks Bottled W	13.33	Inv#393885: Drinking Water	01-130-5035	13.33
03/21/2013	35339	Diamond Brooks Bottled W	13.32	Inv#393885: Drinking Water	01-140-5035	13.32
03/21/2013	35339	Diamond Brooks Bottled W	13.32	Inv#393885: Drinking Water	01-150-5035	13.32
03/21/2013	35339	Diamond Brooks Bottled W	13.33	Inv#393885: Drinking Water	01-170-5035	13.33
Total 35339:			53.30			

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
35340						
03/21/2013	35340	Digital Ally	40.00	Keys to Car Video System	01-140-5040	40.00
Total 35340:			40.00			
35341						
03/21/2013	35341	Emmett, Brinkerhoff	108.00	Per Diem: 62nd Rd & St Confrenc	03-220-5043	108.00
Total 35341:			108.00			
35342						
03/21/2013	35342	Etherspeak Inc.	8.82	Phone Services	01-110-5041	8.82
03/21/2013	35342	Etherspeak Inc.	61.73	Phone Services	01-130-5041	61.73
03/21/2013	35342	Etherspeak Inc.	26.46	Phone Services	01-135-5041	26.46
03/21/2013	35342	Etherspeak Inc.	97.01	Phone Services	01-140-5041	97.01
03/21/2013	35342	Etherspeak Inc.	35.29	Phone Services	01-150-5041	35.29
03/21/2013	35342	Etherspeak Inc.	26.46	Phone Services	01-160-5041	26.46
03/21/2013	35342	Etherspeak Inc.	26.46	Phone Services	01-170-5041	26.46
03/21/2013	35342	Etherspeak Inc.	17.65	Phone Services	01-185-5041	17.65
03/21/2013	35342	Etherspeak Inc.	26.46	Phone Services	03-220-5041	26.46
03/21/2013	35342	Etherspeak Inc.	8.82	Phone Services	15-500-5041	8.82
03/21/2013	35342	Etherspeak Inc.	26.46	Phone Services	16-550-5041	26.46
Total 35342:			361.62			
35343						
03/21/2013	35343	Idexx Distribution, Inc.	829.50	Quanti Tray Sealer (Loaner) for W	15-500-5052	829.50
Total 35343:			829.50			
35344						
03/21/2013	35344	Larry Schreiner	35.00	Refund: Overcharge on 3-Day Ev	01-000-4230	35.00
Total 35344:			35.00			
35345						
03/21/2013	35345	Law Office Of Fred H. Welc	172.50	Inv#3675: R. Braham TR2013-00	01-150-5074	172.50
03/21/2013	35345	Law Office Of Fred H. Welc	112.50	Inv#3672: S. Brown CR2012-0115	01-150-5074	112.50
03/21/2013	35345	Law Office Of Fred H. Welc	187.50	Inv#3673: E. Collison CR2012-00	01-150-5074	187.50
03/21/2013	35345	Law Office Of Fred H. Welc	150.00	Inv#3678: N. Cruz CR20120071	01-150-5074	150.00
03/21/2013	35345	Law Office Of Fred H. Welc	225.00	Inv#3680: R. Dossier TR2013-000	01-150-5074	225.00
03/21/2013	35345	Law Office Of Fred H. Welc	131.25	Inv#3682: R. Duckworth CR2012-	01-150-5074	131.25
03/21/2013	35345	Law Office Of Fred H. Welc	131.25	Inv#3686: R. Gongaware CR2012	01-150-5074	131.25
03/21/2013	35345	Law Office Of Fred H. Welc	202.50	Inv#3688: D. Hegeman CR2012-0	01-150-5074	202.50
03/21/2013	35345	Law Office Of Fred H. Welc	150.00	Inv#3689: L. Higuera CR2012-011	01-150-5074	150.00
03/21/2013	35345	Law Office Of Fred H. Welc	206.25	Inv#3693: D. Keele CR2013-0004	01-150-5074	206.25
03/21/2013	35345	Law Office Of Fred H. Welc	150.00	Inv#2714: P. Martinez CR2012-00	01-150-5074	150.00
03/21/2013	35345	Law Office Of Fred H. Welc	150.00	Inv#3720: J. Melsha CR2013-001	01-150-5074	150.00
03/21/2013	35345	Law Office Of Fred H. Welc	97.50	Inv#3724: G. Nix CR2013-0007	01-150-5074	97.50
03/21/2013	35345	Law Office Of Fred H. Welc	150.00	Inv#3726: T. Page CR2012-0114	01-150-5074	150.00
03/21/2013	35345	Law Office Of Fred H. Welc	150.00	Inv#2728: J. Perrin CR2012-0062	01-150-5074	150.00
03/21/2013	35345	Law Office Of Fred H. Welc	150.00	Inv#3729: K. Pesci CR2012-0111	01-150-5074	150.00
03/21/2013	35345	Law Office Of Fred H. Welc	150.00	Inv#3733: J. Rettman TR2012-10	01-150-5074	150.00
03/21/2013	35345	Law Office Of Fred H. Welc	150.00	Inv#3736: D. Romo TR2012-0895	01-150-5074	150.00
03/21/2013	35345	Law Office Of Fred H. Welc	150.00	Inv#3737: A. Russell CR2012-004	01-150-5074	150.00

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
Total 35345:			2,966.25			
35346						
03/21/2013	35346	Lawrence C. King	4,012.22	Inv#2013-006: Interim Magistrate	01-150-5032	4,012.22
Total 35346:			4,012.22			
35347						
03/21/2013	35347	Milligan Lawless, P.C.	1,148.00	Personnel Advisory Board Svcs R	01-120-5072	1,148.00
Total 35347:			1,148.00			
35348						
03/21/2013	35348	REDW LLC	5,695.00	Jan 2013 & Feb 2013 Sales Tax A	01-130-5032	5,695.00
Total 35348:			5,695.00			
35349						
03/21/2013	35349	Road Runner Sanitary Sup	22.94	Janitorial Supplies	01-130-5034	22.94
03/21/2013	35349	Road Runner Sanitary Sup	22.94-	Janitorial Supplies	V 01-130-5034	22.94-
03/21/2013	35349	Road Runner Sanitary Sup	93.30	Janitorial Supplies	01-140-5034	93.30
03/21/2013	35349	Road Runner Sanitary Sup	93.30-	Janitorial Supplies	V 01-140-5034	93.30-
03/21/2013	35349	Road Runner Sanitary Sup	22.94	Janitorial Supplies	01-150-5034	22.94
03/21/2013	35349	Road Runner Sanitary Sup	22.94-	Janitorial Supplies	V 01-150-5034	22.94-
03/21/2013	35349	Road Runner Sanitary Sup	22.93	Janitorial Supplies	01-160-5034	22.93
03/21/2013	35349	Road Runner Sanitary Sup	22.93-	Janitorial Supplies	V 01-160-5034	22.93-
03/21/2013	35349	Road Runner Sanitary Sup	22.94	Janitorial Supplies	01-170-5034	22.94
03/21/2013	35349	Road Runner Sanitary Sup	22.94-	Janitorial Supplies	V 01-170-5034	22.94-
03/21/2013	35349	Road Runner Sanitary Sup	35.19	Janitorial Supplies	03-220-5034	35.19
03/21/2013	35349	Road Runner Sanitary Sup	35.19-	Janitorial Supplies	V 03-220-5034	35.19-
03/21/2013	35349	Road Runner Sanitary Sup	22.93	Janitorial Supplies	15-500-5034	22.93
03/21/2013	35349	Road Runner Sanitary Sup	22.93-	Janitorial Supplies	V 15-500-5034	22.93-
03/21/2013	35349	Road Runner Sanitary Sup	22.93	Janitorial Supplies	16-550-5034	22.93
03/21/2013	35349	Road Runner Sanitary Sup	22.93-	Janitorial Supplies	V 16-550-5034	22.93-
03/21/2013	35349	Road Runner Sanitary Sup	250.23	Janitorial Supplies	01-182-5034	250.23
03/21/2013	35349	Road Runner Sanitary Sup	250.23-	Janitorial Supplies	V 01-182-5034	250.23-
03/21/2013	35349	Road Runner Sanitary Sup	59.23	Janitorial Supplies	01-180-5034	59.23
03/21/2013	35349	Road Runner Sanitary Sup	59.23-	Janitorial Supplies	V 01-180-5034	59.23-
Total 35349:			.00			
35350						
03/21/2013	35350	Royal Manufacturing	35.00	Refund: Overcharge on 3-Day Ev	01-000-4230	35.00
Total 35350:			35.00			
35351						
03/21/2013	35351	Secretary Of State	43.00	Notary Public Appl. for T. Frausto	01-130-5051	43.00
Total 35351:			43.00			
35352						
03/21/2013	35352	Steve Henrichs	36.00	Per Diem: CELA Trng 3/18/2013	01-160-5043	36.00

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
Total 35352:			36.00			
35353						
03/21/2013	35353	TDS Telecom	318.74	Telephone Service	01-130-5041	318.74
03/21/2013	35353	TDS Telecom	348.16	Telephone Service	01-140-5041	348.16
03/21/2013	35353	TDS Telecom	233.13	Telephone Service	01-150-5041	233.13
03/21/2013	35353	TDS Telecom	59.83	Telephone Service	01-160-5041	59.83
03/21/2013	35353	TDS Telecom	236.63	Telephone Service	01-170-5041	236.63
03/21/2013	35353	TDS Telecom	168.83	Telephone Service	03-220-5041	168.83
03/21/2013	35353	TDS Telecom	188.53	Telephone Service	15-500-5041	188.53
03/21/2013	35353	TDS Telecom	213.91	Telephone Service	16-550-5041	213.91
Total 35353:			1,767.76			
35354						
03/21/2013	35354	Tunnell, Larry	108.00	Per Diem: 62nd Rd & St Conferen	03-220-5043	108.00
Total 35354:			108.00			
35355						
03/21/2013	35355	Usa Blue Book	52.80	Supplies for WWTP	15-500-5052	52.80
03/21/2013	35355	Usa Blue Book	171.50	Supplies for Water Dept	16-550-5052	171.50
Total 35355:			224.30			
35356						
03/21/2013	35356	Ward Law Offices, PLLC	2,581.50	Contract Attorney Fees	01-120-5072	2,581.50
03/21/2013	35356	Ward Law Offices, PLLC	3,200.00	Prosecutorial Services	01-120-5073	3,200.00
Total 35356:			5,781.50			
35357						
03/21/2013	35357	West Payment Center	205.08	Inv#826738856 West Law Info Ch	01-120-5051	205.08
03/21/2013	35357	West Payment Center	205.07	Inv#826738856 West Law Info Ch	01-150-5051	205.07
Total 35357:			410.15			
35358						
03/21/2013	35358	Western Adventure Industri	35.00	Refund: Overcharge on 3-Day Ev	01-000-4230	35.00
Total 35358:			35.00			
35359						
03/21/2013	35359	Yuma Winnelson Co.	436.64	Inv#230125 Transponders for Met	16-550-5091	436.64
Total 35359:			436.64			
35360						
03/21/2013	35360	C&D Disposal	103.90	4Yd Commercial Bin Fee	01-180-5035	103.90
Total 35360:			103.90			
35361						
03/21/2013	35361	Chevron Usa	76.13	Gas	01-140-5024	76.13
03/21/2013	35361	Chevron Usa	48.59	Gas	01-130-5024	48.59

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
03/21/2013	35361	Chevron Usa	36.12	Gas	03-220-5024	36.12
Total 35361:			160.84			
35362						
03/21/2013	35362	Growers Oil Company	407.52	Auto Parts	03-220-5047	407.52
03/21/2013	35362	Growers Oil Company	393.55	Auto Parts	03-220-5040	393.55
03/21/2013	35362	Growers Oil Company	28.34	Auto Parts	01-140-5025	28.34
Total 35362:			829.41			
35363						
03/21/2013	35363	Legend Technical Services	70.20	La Services: Drinking Water Analy	16-550-5039	70.20
03/21/2013	35363	Legend Technical Services	16.20	Lab Services: Microbiological Anal	15-500-5039	16.20
Total 35363:			86.40			
35364						
03/21/2013	35364	Tamco Capital Corp.	53.01	Phone Services	01-110-5041	53.01
03/21/2013	35364	Tamco Capital Corp.	371.13	Phone Services	01-130-5041	371.13
03/21/2013	35364	Tamco Capital Corp.	159.13	Phone Services	01-135-5041	159.13
03/21/2013	35364	Tamco Capital Corp.	583.35	Phone Services	01-140-5041	583.35
03/21/2013	35364	Tamco Capital Corp.	212.18	Phone Services	01-150-5041	212.18
03/21/2013	35364	Tamco Capital Corp.	159.13	Phone Services	01-160-5041	159.13
03/21/2013	35364	Tamco Capital Corp.	159.13	Phone Services	01-170-5041	159.13
03/21/2013	35364	Tamco Capital Corp.	106.07	Phone Services	01-185-5041	106.07
03/21/2013	35364	Tamco Capital Corp.	159.13	Phone Services	03-220-5041	159.13
03/21/2013	35364	Tamco Capital Corp.	53.01	Phone Services	15-500-5041	53.01
03/21/2013	35364	Tamco Capital Corp.	159.13	Phone Services	16-550-5041	159.13
Total 35364:			2,174.40			
Grand Totals:			102,909.00			
Grand Totals:			104,060.12	104,060.12-		.00

Report Criteria:

Report type: GL detail

Check Check Number = 35286-35364



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, March 26, 2013

Agenda Item #2 Consider approval of the minutes of the Regular Meeting of March 12, 2013 and Work Session on March 19, 2013

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: Terry Frausto, Town Clerk

Attachment: Minutes for March 12, 2013 Regular Meeting
Minutes for March 19, 2013 Work Session

Action Requested: **Approval of the Minutes of the Regular Meeting of March 12, 2013 and Work Session of March 19, 2013.**

**AGENDA
TOWN OF QUARTZSITE
REGULAR MEETING OF THE COMMON COUNCIL
TUESDAY, MARCH 12, 2012 9:00 AM**

CALL TO ORDER:

Mayor Foster

INVOCATION:

No Invocation

PLEDGE OF ALLEGIANCE:

Led by Council Member Orgeron said by all

ROLL CALL:

Present: Mayor Foster, Vice Mayor Jewitt, Council Member Anderson, Council Member Kelley, Council Member Crooks, Council Member Workman, Council Member Orgeron.

APPROVAL/AMENDMENT OF AGENDA:

Motion: to accept as presented, Action: Approve, Moved by Vice Mayor Jewitt, Seconded by Council Member Crooks.

Motion passed unanimously.

PRESENTATIONS; PROCLAMATIONS:

Presentation to Rob Toxler by Laura Bruno for 15 years services

CONSENT AGENDA:

1. **Ledger of Accounts Paid – Consider approval of check series 35055-35285, totaling \$138,438.04**
2. **2. Minutes- Consider approval of the minutes of the Regular Meeting of February 26, 2013.**
3. **Consider approval of purchase of two F-250 Pickup Trucks from Parker Ford at a price below what we would pay under the State Master Contract**
4. **Consider approval of engagement agreement with Colby & Powell PLC to audit the Town of Quartzsite's financial statements for the year ended June 30, 2012**
5. **Consider approval of renewal of agreement between the Town of Quartzsite, Arizona and Interim Magistrate Lawrence King.**
6. **Consider approval of Service Agreement, with the State of Arizona , for ADOA-GAO Openbooks**

Motion: Motion to approved 1 & 2 and to move items 3-6 to the regular agenda,

Action: Approve, Moved by Council Member Anderson, Seconded by Vice Mayor Jewitt.

Motion passed unanimously.

Item 3. Motion: To approve purchase of two F-250 Pickup Trucks from Parker Ford at a price below what we would pay under the State Master Contract. Action:

Approve, Moved by Vice Mayor Jewitt, Council Member Anderson seconded.

Council Member Anderson asked if Emmitt was available. She asked if they were an addition to the fleet or a replacement. Council Member Anderson asked if they were being purchased with HURF funds. Yes. Emmitt Brinkerhoff from Public Works gave

information on the purchase of vehicles. Council Member Orgeron asked if they were regular cabs on the trucks, why they were four wheel drive. Emmitt stated it they were regular cabs and they needed the four wheel drive for when it floods and to pull trailers. Vice Mayor Jewitt asked why there was such a difference between the cost on state contract and local business.

Council Member Anderson stated the differences in the State Contract and our local dealers.

Jennifer Jones spoke on the subject.

Call for the vote: Six (6) in favor, one (1) opposed.

Motion passed

Item 4. Motion: Approval of engagement agreement with Colby & Powell PLC to audit the Town of Quartzsite's financial statements for the year ended June 30, 2012. Action: Approve, Moved by Vice Mayor Jewitt, Seconded by Council Member Anderson.

Motion passed unanimously.

Consider approval of renewal of agreement between the Town of Quartzsite, Arizona and Interim Magistrate Lawrence King

Item 5. Motion: Motion not to extend this contract past the end of the fiscal year, which would be June 30th. Action: Approve, Moved by Council Member Anderson, Seconded by Vice Mayor Jewitt. Call for the vote. Six (6) in favor, one (1) opposed.

Motion passed.

Motion: to approve the contract as amended, Action: Approve, Moved by Vice Mayor Jewitt, Seconded by Council Member Crooks. Call for the vote. Six (6) in favor, One (1) opposed. **Motion Passed**

Item 6. Motion: To approve Service Agreement, with the State of Arizona , for ADOA-GAO Openbooks, Action: Approve, Moved by Council Member Anderson, Vice Mayor Jewitt seconded.

Motion passed unanimously.

NEW BUSINESS:

- 7. Discuss and Consider approval of amendments to the Town's 2012-13 operating budget**

Motion: for possible action or direction to do this, Action: Approve, Moved by Council Member Anderson, Seconded by Council Member Crooks.

Laura Bruno Spoke on the Budget and Process. There was a summary of estimated revenues and expenditures/expenses for fiscal year 2013. A review was made of revenues and expenditures. She spoke on General funds, HURF funds, Grants Funds, Capital Projects Funds, Water/Wastewater funds. She also explained the Revenues (taxes, Licenses and Permits, intergovernmental, franchise Fees, charges for services, fines, forfeitures, and penalties, interest earnings, misc, grant funds, contingency).

Laura Bruno reviewed the expenditure adjustments. A review of adjustments made in salaries and benefits. Operating expenses and grant fund adjustments were reviewed.

A summary was made of the amended budget by Town Manager Laura Bruno.

A summary was made of the water / wastewater funds

A review of the history for funds due to HURF Fund from Water/Wastewater funds.

A review of the proposed budget calendar by made by Town Manager Laura Bruno.

Motion: to adopt the amended budget for the current fiscal year, Action: Approve, Moved by Vice Mayor Jewitt, Seconded by Council Member Kelley. Call for the Vote. Five (5) in favor, two (2) opposed. **Motion Passed.**

COMMUNICATIONS:

Announcements from Council Member Anderson. Tuesday March 12, 2013, Health and Development Services Board Meeting at 4 pm, in the Library, and then at 7 pm the Vender RV Park Board Meeting, here in council chambers , Thursday March 14, the MUAC Meeting, 9 am here in Council Chambers. Friday and Saturday March 15 & 16 there will be a Town wide clean up. Dumpsters will be located east of the Ed Options school, just east of the Police station. If you need help or know of someone who needs help please call Town Hall. Tuesday, March 19, Park and Recreation Meeting, at the Children's Activity Center. And then Planning and Zoning with have their meeting at 7 pm here at Town Hall. Wednesday March 20, 2013 there will be a Town Hall Meeting at the Community Center at 3 pm Tues march 26 at 9 am there will be the regular Council Meeting.

Town manager's report. Payroll audit for the year 2011 is finished. A brief explanation of the report. April 4, Public Hearing for the CDBG. Plac from the Risk Pool on workers comp program for less that 10% loss.

COMMUNICATIONS FROM CITIZENS

Angel Lund - President of local gold prospector association of America, Parker Chapter. Spoke on the subject of being over charged on vendor permit for a three day event.

Jennifer Jones spoke on the time the meetings are held. Checks going out prior to Council approval. On HERF funds, the cost for attorney fees. IGA's with the county for building inspector. Out sourcing for the court.

Shanana Rain Goldenbear spoke on date for the CDBG public meeting. And Cleanup date was wrong in the paper. Budget hearings

Dean Taylor spoke on the meetings on freedom of speech and rules on the body. The council has no interest of the people who put them there.

ADJOURNMENT:

10:29

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of March 12, 2013, of the Town Council of Quartzsite, Arizona.

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

DATED this 26th day of March, 2013

Terry Frausto, Town Clerk

On behalf of the Common Council

Approved:

Ed Foster, Mayor

**MINUTES
TOWN OF QUARTZSITE
WORK SESSION OF THE COMMON COUNCIL
AND PLANNING AND ZONING COMMISSION
TUESDAY, MARCH 19, 2013 3:45 PM**

CALL TO ORDER:

3:46 PM by Mayor Foster

INVOCATION:

None

PLEDGE OF ALLEGIANCE:

Vice Mayor Jewitt led the pledge of allegiance

ROLL CALL:

Present: Mayor Foster, Vice Mayor Jewitt, Council Member Anderson, Council Member Kelley, Council Member Crooks, Council Member Workman, Council Member Orgeron.

APPROVAL/AMENDMENT OF AGENDA:

Motion: Motion to approve agenda as written. Action: Approve, Moved by Vice Mayor Jewitt, Seconded by Council Member Anderson. Motion passed unanimously.

RECESS

3:47 PM Council took short recess to wait for Planning & Zoning Commission to come to order.

RECONVENE

3:56 PM Council reconvened.

CALL TO ORDER of the Planning and Zoning Commission:

3:59 PM by Commissioner Murphy

P&Z ROLL CALL:

Present: Commissioner Jim Murphy, Commissioner Dennis Kuehl, Commissioner Jesse Hearne, Commissioner Norm Simpson.

Norm Simpson moved to adjourn to a work session and Dennis Kuehl seconded the motion. Call for the vote. All ayes.

Mark Goldberg reviewed his qualifications to conduct the work session.

Review of the last session: zoning is there to protect the public health, safety and welfare of the community. It is enabled by state and federal law that basically says that you have the right to regulate on behalf of your citizens and adopt legislation that does regulate land use and protect the public health, safety and welfare.

All the provisions in the code are basically based on something that happened in some point in time. There is a reason for setbacks; there is a reason for height limitations, etc. Basically everything in the code has a purpose.

There are two pieces to zoning. There is a zoning map that puts it on the ground and says where everything is and there is a book that has all the standards for zoning, such as the height regulations and development standards within it.

FOCUS OF TODAY'S PRESENTATION: What do planning and zoning boards and commissions do; what are the tools; what are the boards' and commissions' charges?

Topics for today are Zone Changes and Amendments; Special Use Permits: Conditional Use Permits and Variances are the two keys ones. Also, there will be some discussion of conditions of approval because both of the conditional use permits and the variances involve conditions of approval.

Mark asked for questions, the Mayor asked about Prop. 207 enacted in 2006.

One of the key things that will hold up decisions are findings. We are doing this based on these facts..... The more you make findings in fact, the less you are going to be challenged in court.

Development Procedure Ordinance – Review of the function of local boards. Basically the city council adopts the ordinances and laws for the city through the public hearing process where there are public hearings, both at the planning commission level and at the city council, in order to get those laws in place. Once the laws are in place, it really becomes an administrative issue.

The applicant has the right of appeal on a denial. The denial must be based on code.

Codes can be amended. There are two different kinds of changes. One is in the boundaries on the zoning map where you change the zone on a particular property or an area. The second is changing the standards within the written book. The procedure is the same for both, entailing a public hearing and public notice and so forth.

Mark suggested that a findings requirement for an amendment to the code or a zone change on a particular parcel, be added to the ordinance.

Special use permits: conditional use permits and variances. THESE RUN WITH THE LAND and are not personal to an applicant. As a land use issue, it must operate in conjunction with the conditions. It is granted in perpetuity as long as they comply with the conditions. Make sure your conditions are enforced and periodically go back and check to be sure conforming.

Land uses permitted within a zoning district are listed in zoning code.

A variance does not change the zoning; so it cannot permit uses other than those already allowed under the existing zoning. Variances are based on the physical constraints of the land. They are used when there is something physical about the property, not the owner's fault, causing hardship or preventing the owner from having the same privileges as others in the same zone.

The findings whether the application is granted or denied, list substantiated reasons for the decision. Variances do not set precedents.

A request for a variance cannot be granted based on self-imposed conditions- don't use variances to grant special privileges.

At some point in time the Town may wish to examine the neighborhoods and have them come into compliance within a reasonable length of time in which to do it.

Assess what you have in the whole neighborhood and make a plan to bring it into compliance.

The Town may wish to permit en masse as long as it does not adversely affect the health, safety and welfare.

An essential key is to have procedures that you can follow, in place before anyone walks in the door.

The process would normally go as follows: Applicant files an application with staff, pays fee and staff prepares a staff report considering what the general plan says and whether or not it meets the conditions of the zoning. Staff will be sure it also development standards such as setbacks and parking. All applicable departments should look at it and decide if it meets their codes. Then the staff makes its findings and lists them. They will look at the site and analyze it, scrutinize every point of the ordinance. This is done for every single condition.

Once staff has done its job, the matter goes to public hearing. Staff can recommend list of conditions to make it compatible with the neighborhood. The public hearing will let the applicant speak.

Everyone expresses their views, including the public.

After the public hearing it goes before the planning & zoning commission.

The commission must weigh what the public has said, what staff has said and reviewed the findings one by one. The commission will make its decision and this goes before the council as a recommendation.

Administrators and commissioners are here to worry about the health, safety and welfare of the public.

ADJOURNMENT:

The Mayor adjourned the council work session at 5:27 PM.

Commissioner Jim Murphy adjourned the Planning and Zoning work session at 5:28 PM.



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, March 26, 2013

- Agenda Item #3** Consider approval of an Intergovernmental Agreement with the State of Arizona Department of Transportation for Joint Project Administration of the Safe Routes to School Project.
- Summary:** The Town has received approval for funding under the Safe Routes to School Program (SRTS) for the following:
- Design, construction and maintenance of sidewalks located
1. West side of Moon Mountain Avenue from Main Street to Quail Trail
 2. East side of Kofa from Quail Trail to Arizona Western College Learning Center
 3. North side of Coyote Street from Plymouth Road to Scholars' Academy
- Design, construction, and maintenance of crosswalks at Cowell Street, Quail Trail, and Emelia Avenue.
- This Intergovernmental Agreement (IGA) provides for a Joint Project Administration (JPA) of the project. The Town will monitor the design and the Arizona Department of Transportation will advertise, bid and award the construction of the Project. Upon completion of the project, the Town will assume responsibility for maintenance of the project.
- Total Federal funds awarded for the SRTS project: \$396,089.
- Responsible Person:** Emmett Brinkerhoff, Public Works Director
- Attachment:** Intergovernmental Agreement between the State of Arizona and the Town of Quartzsite.
- Action Requested:** **Approve the Intergovernmental Agreement with the State of Arizona for Joint Project Administration of the Safe Routes to Schools Project.**

ADOT File No.: IGA/JPA 12-1501
AG Contract No.: P001 2013 000686
Project: Safe Route to School
Section: Quartzsite Elem School &
ScholarsAcademy
Federal Project No.: QTZ-0(204)T
ADOT Project No.: SF014 01C
TIP/STIP No.: QTZ13-107
Budget Source Item No.: n/a

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
TOWN OF QUARTZSITE

THIS AGREEMENT is entered into this date _____, 2013, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the TOWN OF QUARTZSITE, acting by and through its MAYOR and CITY COUNCIL (the "Town"). The State and the Town are collectively referred to as "Parties."

I. RECITALS

1. The State is empowered by Arizona Revised Statute § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Town is empowered by Arizona Revised Statute § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.
3. The Safe Routes to School Program (SRTS) was established in August 2005 as part of SAFETEA-LU, Section 1404 of this legislation provides funding (for the first time) for State Departments of Transportation to create and administer SRTS programs. The State and Town have identified the project within the Town as eligible for this funding.
4. The work proposed under this Agreement consists of design, construction and maintenance of sidewalks on the west side of Moon Mountain Ave., from Main St. to Quail Trail, on the east side of Kofa Ave., from Quail Trail to Arizona Western College Learning Center and on the north side of Coyote St., from Plymouth Rd. to Scholars' Academy; and design, construction, and maintenance of crosswalks at Cowell St, Quail Trail and Emelia Ave., hereinafter referred to as the "Project". The Town will monitor the design and the State will advertise, bid and award the construction of the Project.
5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Town and to authorize such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Town.
6. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.
7. The federal funds will be used for the scoping, design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

SF014 01D (scoping/design):

Federal-aid funds @ 100.00% (capped)	\$ 118,098.00
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SF014 01C (construction):

Federal-aid funds @ 100% (capped) (State administered)	\$ 277,991.00
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Summary:

Total Federal Funds	<u>\$ 396,089.00</u>
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TOTAL Project Cost	\$ 396,089.00
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** (Includes 15% CE and 5% Project contingencies)

The Parties acknowledge that the final costs may exceed the available federal funds shown above, and in such case the Town will be responsible for, and agrees to pay the overage. If the final bid amount is less than the initial estimate, the difference between the final bid amount plus below the line costs, and the initial estimate, will be de-obligated or otherwise released from the Project. The Town acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the available federal funds.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the Town, if such project is approved by FHWA and project funds are available.

b. Contract with one of the State's on-call consultants ("Consultant") to prepare all pertaining documents for the design and post-design of the project; review and approve documents required by FHWA to qualify the Project for and to receive federal funds, provide comments to the Town as appropriate. Such documents may consist of, but are not specifically limited to, environmental documents, including the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way requirements and activities and such other related tasks essential to the achievement of the objectives of this Agreement. Issue the right- of- way clearance after review of the Consultant's right- of- way submittal.

c. Submit all documentation required to FHWA containing the above-mentioned Project with the recommendation that funding be approved for scoping/design. Request the maximum programmed federal funds for the scoping/design of this Project. The Project will be performed, completed, accepted and paid for in accordance with the requirements of Project plans and specifications.

d. Upon notification by the Town and the Consultant of the completion of design submit all documentation required to FHWA with the recommendation that funding be approved for construction. Request the maximum programmed federal funds for the construction of this Project.

e. Upon authorization by FHWA and with the aid and consent of the Town and the FHWA, the State shall proceed to advertise for, receive and open bids subject to the concurrence of the FHWA and the Town, to whom the award is made for and enter into a contract(s) with a firm(s) for the construction of the Project.

f. Notify the Town that the Project has been completed and is considered acceptable, coordinating with the Town as appropriate and to turn over full responsibility of the Project improvements to the Town. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within 90 days of final acceptance.

g. Not be obligated to maintain said Project, should the Town fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

h. Will continuously evaluate the Town of Quartzsite's program based on the regular submittal of evaluation data as required and identified in the project application. Should either of these not be met, State SRTS Project Coordinator maintains the right to discontinue the award.

2. The Town will:

a. Upon execution of this Agreement, designate the State as the authorized agent for the Town, if such project is approved by FHWA and project funds are available.

b. Allow the State to enter into an agreement with the selected Consultant to provide services as required and requested throughout the design and post-design of the project. Review the design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds. Provide design review comments to the State as appropriate.

c. Assist the State and its on-call design consultant with all right-of-way activities and functions performed by the Consultant, including, but not specifically limited to, right-of-way survey, delineation, appraisal, review appraisal, acquisition, relocation and property management.

d. Be entirely responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Town is responsible for these costs.

e. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the Town, if applicable.

f. Not permit or allow any encroachments upon or private use of the area within the construction limits, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Town shall take all necessary steps to remove or prevent any such encroachment or use.

g. Hereby grant the State, its agents and/or contractors, without cost, the right to enter Town Rights-of-Way, as required, to conduct any and all design, construction and preconstruction related activities.

h. Submit the following progress reports and project evaluation forms as required by the Federal Safe Routes to School Program and State Program:

- i.) Before the SRTS Coordinator will issue a "Notice to Proceed" (NTP) that SRTS program funding can be used for the project's eligible activities, baseline data must be collected and submitted to the SRTS coordinator during the first full school month after the project kick-off meeting.
- ii.) At project completion (before the final reimbursement request is submitted complete and submit the Project Close-Out Evaluation Form.
- iii.) Twice annually, attached to a corresponding quarterly reimbursement request, submit a report, not be more than one page in length, of your program's progress as identified in the project application to the State SRTS Program Coordinator. The report should not be more than one page in length.

i. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the Town. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays attributable to the Town. Payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

j. Upon completion of the Project, assume responsibility for maintenance of the Project, at its own expense and as an annual item in its budget. Provide proper, on-going maintenance of the Project through the duration of the expected useful life of the materials as constructed in place.

k. Pursuant to 23 USC 102(b), repay all federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right-of-way acquisition or construction within ten (10) years after Federal funds were first made available.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall remain in force and effect for one school year from the date of execution, to also include final reimbursement and submittal of final status reports, provided however, that this Agreement, except any provision herein for maintenance, which shall be perpetual, unless assumed by another governmental agency, may be cancelled at any time prior to the award of a contract, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event the Town terminates this Agreement, the State shall in no way be obligated to maintain said Project. If the federal funding related to this Project is terminated or reduced by the federal government, or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this agreement.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The Town, in regard to the Town's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of

the Town and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the Town and that to the extent permitted by law, the Town hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the Town, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees..

3. The cost of work covered by this Agreement is to be borne by FHWA and the Town, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the Town agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of federal aid received.

4. The cost of the project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

5. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Town will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

6. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

7. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

8. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

10. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

11. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statute § 12-1518.

12. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

TOWN OF QUARTZSITE
Attn: Laura Bruno
P.O. Box 2812
Quartzsite, AZ 85346
(928) 927-3337

Arizona Department of Transportation
Safe Routes To School Program Coordinator
Attn: Brian Fellows
1615 W. Jackson St. EM10
Phoenix, AZ 85007

For Financial Matters:
Name
Address
City, Arizona Zip Code
Phone #
Fax #

13. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

14. Pursuant to Arizona Revised Statutes §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes §§ 35-391 and/or 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. In accordance with Arizona Revised Statute § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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

TOWN OF QUARTZSITE

STATE OF ARIZONA

Department of Transportation

By _____
ED FOSTER
Mayor

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

ATTEST:

By _____
TERRY FRAUSTO
Town Clerk

IGA/JPA 12-150-I

ATTORNEY APPROVAL FORM FOR THE TOWN of QUARTZSITE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN of QUARTZSITE, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the TOWN of QUARTZSITE under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2013.

Town Attorney



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, March 26, 2013

- Agenda Item #4** Consider approval of agreement with Curtis, Goodwin, Sullivan, Udall & Schwab, PLC, to provide the services of Town Attorney for the Town of Quartzsite.
- Summary:** The Town requires the services of a Town Attorney. In the past, the Town has secured Town Attorney services either by employing an On-staff attorney or by contracting with a outside legal firm.
- During the last six months, the Town has engaged the highly-qualified firm of Curtis, Goodwin, Sullivan, Udall & Schwab, PLC, for special council legal services.
- This firm has now agreed to provide legal services to the Town in the capacity of Town Attorney. Services will include contract review; ordinance drafting, preparation of legal opinions; attendance at regular and special meetings of the Town Council; representation of the Town in civil litigation matters, and such other legal services as the Town may require or request through its Town Council or the Town Manager.
- Fees for these services will be:
- For general counsel services: \$165 per hour
 - For special counsel services, including litigation and water & utility law: \$175 per hour
- Responsible Person:** Laura Bruno, Town Manager
- Attachment:** Contract for Legal Services from Curtis, Goodwin, Sullivan, Udall & Schwab, PLC.
- Action Requested:** **Approve a contract for legal services with Curtis, Goodwin, Sullivan, Udall & Schwab, PLC, to provide the services of Town Attorney.**

CONTRACT FOR LEGAL SERVICES

AGREEMENT dated this ____ day of _____, 2013, between the TOWN OF QUARTZSITE, a municipal corporation of the State of Arizona, acting by and through its duly authorized officers, hereinafter called the "Town," and CURTIS, GOODWIN, SULLIVAN, UDALL & SCHWAB, PLC, hereinafter called the "Firm."

RECITALS:

1. Town requires the services of a Town Attorney to provide legal services to it.
2. Firm desires to provide legal services to Town in the capacity of Town Attorney.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

1. Appointment of Town Attorney: Town hereby appoints and retains Firm as its Town Attorney. As Town Attorney, Firm shall:
 - 1.1 Act as general municipal counsel for the Town through its offices and staff, including, but not limited to: contract review; ordinance drafting; preparation of legal opinions; attendance at regular and special meetings of the Town Council; representation of Town in civil litigation matters; and such other legal services as the Town may require or request through its Town Council or Town Manager.
 - 1.2 Act as special counsel to the Town, upon request of Town, in those areas of the law set forth in Paragraph 3.
2. Acceptance: The Firm hereby accepts the appointment and promises it will render to the best of its abilities the services and legal representation and advice described herein during the continuance of this Contract.
3. Compensation: The Town shall pay to Firm for the services agreed to be rendered by the Firm and its employees under this Agreement as follows:

For general counsel services: \$165.00 per hour

For special counsel services:

Litigation:	\$175.00 per hour
Water and Utility Law:	\$175.00 per hour
4. Reimbursable Expense: The Town monthly shall reimburse Firm for out-of-pocket expenses incurred by it in the performance of Firm's duties under the provisions of this

Agreement, or otherwise agreed by the Parties. Reimbursable expenses shall be defined to include, but not be limited to, long distance and metered or measured telephone charges, out-of-town travel expenses, investigative costs, expert witness fees, deposition charges, transcript costs, brief costs, court costs, photocopy and reproduction charges incidental and necessary in the opinion of the Firm to professional fulfillment of the Contract.

5. Payment: All compensation and reimbursable expenses shall be paid by the Town within fifteen (15) days of mailing of statements or billings therefore, unless the parties agree otherwise. Unpaid invoices after thirty (30) days shall bear interest at one and one-half percent (1½%) per month.
6. Standard of Performance: Firm agrees to faithfully represent the interests of the Town as its general counsel and special counsel and to provide, furnish, and pay for all of Firm's non-reimbursable overhead expenses, and to make available personnel and equipment, necessary to accomplish those ends. Services shall be performed in accordance with all standard canons and practices approved by the Arizona Supreme Court and the State Bar of Arizona. Firm employees shall be available at all reasonable times to render the services required hereunder. A member of the Firm shall attend all regularly scheduled Town Council meetings. Additionally, upon request of the Town Manager, a member of the Firm shall attend special Council meetings and staff, Board or Commission meetings.
7. Working Facilities: Firm shall furnish assistance to the Town from the Firm's office, other attorneys' offices and such other facilities and services normally suitable and adequate for the performance of the duties as set forth in this Agreement.
8. Independent Contractor: In performing the services herein specified, Firm is acting as independent contractor.
9. Extent of Services: Firm shall devote the necessary time and attention to its obligations as specified in this Agreement. However, the Town recognizes that the Firm shall also be allowed to engage in the private practice of law which includes representation of clients other than the Town. The parties acknowledge that there will be situations where Town may contract with other persons to provide specialized legal services beyond the scope of the Firm's obligations under this Agreement. These situations may include but not be limited to (a) an insurance company's obligation to defend the Town pursuant to the terms of an insurance contract; and (b) the Town directly contracting with one or more attorneys for handling of specialized matters such as bonding and tax issues. The Firm shall not be required to handle or assist in the handling of such matters unless the Town Manager specifically requests otherwise.
10. Insurance: Town recognizes that situations may arise where a third-party makes a claim against the Firm in its capacity as the Town's General or Special Counsel. Town shall provide sufficient insurance coverage to protect the Firm against any claims made by third parties against the Town and/or the Firm. The Town can provide this insurance either by naming the Firm as an additional insured on an existing insurance policy or by furnishing a

separate policy naming the Firm as the insured. Firm maintains its own malpractice insurance for its errors and omissions.

11. Benefit: This Agreement shall inure to the benefit of and be binding upon the Firm, and its successors and assigns. In the event any employee of Firm should withdraw from the Firm or be unable to act during the term hereof, the remaining member or members of the Firm shall perform all services required hereunder and, at Firm's option, additional qualified personnel may at any time be added to the Firm to perform said services.
12. Termination: The term of this Agreement shall begin upon appointment and shall continue until terminated by either party upon ninety (90) days written notice to the other party.
13. Litigation: If either party to this Agreement is required to enforce the provisions of any or all terms of this Agreement by arbitration or litigation, the prevailing party shall be entitled to recover from the losing party all costs and attorneys' fees incurred herein.
14. Notices: Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by certified or registered mail to the other party at the respective offices listed below:

Susan D. Goodwin	Town Manager
Curtis, Goodwin, Sullivan, Udall & Schwab, PLC	Town of Quartzsite
501 E. Thomas Road	PO Box 2812
Phoenix, Arizona 85012	Quartzsite, AZ 85346

15. Conflict of Interest: Under Section 38-511, Arizona Revised Statutes, as amended, the Town of Quartzsite may cancel any contract it is a party to within three years after its execution and without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town is, at any time while the contract or any extension thereof is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. In the event the Town elects to exercise its rights under § 38-511, Arizona Revised Statutes, as amended, the Town agrees to immediately give notice thereof to Firm at the address specified above.
16. Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up

to and including termination of the Contract.

17. Sudan and Iran. Contractor warrants that it does not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06, and further acknowledges that any subcontractor who is contracted by Contractor to perform work pursuant to the Contract shall warrant that they do not have scrutinized business operations in Sudan or Iran.
18. Entire Agreement: This instrument contains the entire Agreement of the parties. This Agreement may be changed only by a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at the Town of Quartzsite, Arizona, the day and year first above written.

CURTIS, GOODWIN, SULLIVAN,
UDALL & SCHWAB, PLC

TOWN OF QUARTZSITE

By: _____
Susan D. Goodwin

By: _____
Ed Foster, Mayor

ATTEST:

Terri Frausto, Town Clerk

The Law Offices of
**CURTIS, GOODWIN, SULLIVAN,
UDALL & SCHWAB, P.L.C.**

**SUMMARY OF SCOPE OF REPRESENTATION
AND BILLING PRACTICES**

MUTUAL UNDERSTANDING: A Contract for Legal Services has been entered into between Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C. ("CGSUS" or the "Firm") and the Town of Quartzsite, Arizona ("Client"). This Summary of Scope of Representation and Billing Practices complies with applicable Rules of Professional Responsibility and is provided as a supplement to the Contract for Legal Services. The Firm is an Arizona professional limited liability company and strives to provide a high level of legal service at competitive rates. The purpose of this Summary is to enhance the attorney/client relationship by ensuring a mutual understanding about fees, payments and billing procedures as we provide legal services to you. We are pleased to provide legal services to you on the following terms and conditions. The Firm may change its billing practices at any time, but the Client is to be given notice before a change affects an increase in the Client's cost of legal services.

SCOPE OF REPRESENTATION: CGSUS, and all persons employed by the Firm, are retained to perform only those legal services set forth in the Contract for Legal Services.

THE CLIENT'S RESPONSIBILITIES: Recognizing that the Firm cannot effectively represent you without your cooperation and assistance, you agree to cooperate fully with the Firm and to provide promptly all information known or available to you relevant to the Firm's representation, such as providing information and documents requested in a timely fashion; assisting in discovery, disclosure and trial preparation; cooperating in scheduling and related matters; responding to telephone calls and correspondence in a timely manner; and informing the Firm of changes in your address and telephone numbers.

REPRESENTATION OF OTHER CLIENTS: The Firm represents many other companies and individuals. It is possible, if not probable, that some of our present or future clients could have disputes or transactions with you. Therefore, as a condition to our undertaking this matter, you agree that the Firm may continue to represent or may undertake in the future to represent existing or new clients in a matter that is not substantially related to our work for you, even if the interests of such entities in those other matters are directly adverse to yours. We agree, however, that the prospective consent to conflicting representation you are providing by this paragraph shall not apply in any instances where, as a result of our representation of you, we have obtained privileged, proprietary or other confidential information of a nonpublic nature that, if known to such other entity, could be used in any such other matter by such entity to your material disadvantage.

ATTORNEYS FEES AND COSTS/DISPUTES: In the event of a dispute between us, we both will have all remedies available at law and equity and the prevailing party will be entitled to an award of its reasonable attorneys' fees and costs incurred. In any dispute over fees we have charged, you have the option of pursuing fee arbitration with the Arizona State Bar. This service is voluntary, but allows fee disputes to be addressed without the cost of formal litigation.

DOCUMENTATION RETENTION/DESTRUCTION: During the course of our representation, it is our customary practice to provide you with copies of the significant matters in your file. We urge you to keep those materials for your records. It is also our usual practice to promptly return any original books, records and other documents provided to us by the Client, or on behalf of the Client, after review thereof, but for one reason or another, originals sometimes are retained. It is our responsibility to safeguard your property while in our possession and your responsibility to obtain the return of any original papers and property delivered to us in the

**Summary Scope of Representation
and Billing Practices of CGSUS**

Page 2

connection of our engagement and to request the original file if you desire it. Otherwise, the file, including original documents, will be subjected to our normal file retention/destruction policy.

The Firm does not preserve its files permanently. Mounting and substantial storage costs can affect the cost of legal services, and the public interest is not served by unnecessary and avoidable additions to the cost of legal services. Accordingly, after a matter is concluded or becomes inactive, the Firm's files relating to that matter are reviewed. To enable us to deal with post-engagement matters that may arise in connection with the subject matter of our representation of Clients, our usual practice now is to make an electronic copy of the file and destroy the hard copy within six (6) months of the conclusion of the matter. However, if we choose to retain a hard copy of the file in lieu of an electronic version, the file customarily will be subject to destruction without further notice to you after five (5) years.

INSURANCE COVERAGE: If you have comprehensive, commercial general liability, errors and omission or other similar insurance policies, you should review with your agent or insurance company the possibility of insurance coverage for any matter for which we have been retained to represent you. If you have policy(ies) that may provide coverage, you are likely required to notify the insurer(s) of the covered matter and tender the defense of the matter to preserve any rights you may have to coverage of the claim and/or defense costs. Unless we are informed by you that such coverage exists and have been provided such policies, we are proceeding on the assumption that no applicable coverage exists.

TERMINATION OF ENGAGEMENT: You may terminate this engagement in accordance with the terms of the Legal Services Agreement. We may stop all legal work of a non-emergency nature if your account is delinquent. We may terminate our engagement upon written notice, subject to applicable rules of professional conduct and, if applicable, order of the court. After completion of any matter, changes may occur in laws or regulations that are applicable to you that could have an impact upon your future rights and liabilities. Unless we are specifically engaged to provide additional advice as evidenced by a written retention agreement, this Firm has no continuing obligation to advise you with respect to future legal developments.

NO ADVICE REGARDING THIS AGREEMENT: The Firm is not acting as legal counsel to you for the purpose of advising you with respect to this engagement letter, as we would have a conflict of interest in doing so. If you wish to be advised by independent counsel on the question of whether you should be so represented prior to retaining our services, we recommend that you consult with independent counsel of your choice.

AGENCY: We will be acting as your authorized agent in those legal matters on which the Firm has been retained. Should the scope of representation expand, we will require another retention agreement.

If you have any questions or would like additional information, we would be happy to discuss these matters with you.

**CURTIS, GOODWIN, SULLIVAN,
UDALL & SCHWAB, P.L.C.**



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, March 26, 2013

- Agenda Item #5** Discussion and possible action regarding the complaint filed by the representative of the GPPA
- Summary:** During Communications from Citizens at the Council meeting of March 12, 2013, a member of the Colorado River Chapter GPAA voiced her complaints about Town Hall staff and vendor fees charged for a Special Event recently held in Quartzsite.
- Responsible Person:** Ed Foster, Mayor
- Attachment:**
1. Memorandum from Ed Foster, Mayor, requesting agenda item
 2. Letter send to vendors, from Town Manager, regarding refund
 3. Town of Quartzsite Vendor Packet (updated)
- Action Requested:** Discussion and possible action.



TOWN OF QUARTZSITE

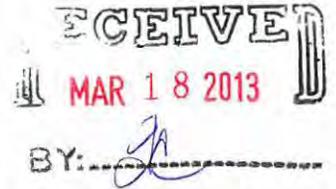
465 North Plymouth Avenue • PO Box 2812 • Quartzsite, AZ 85346

(928) 927-4333 • Fax (928) 927-4400

Arizona Relay Service (928) 927-3762 (TDD)

We are an equal opportunity employer

www.ci.quartzsite.az.us



Date: March 18, 2013

To Terry Frausto, Town Clerk

Re: Agenda for March 25th meeting

Ms Frausto,

I would like the following to be added to the Agenda for the March 25th meeting;

Discussion and possible action regarding the complaint filed by the representative of the GPPA

Please include in the documentation a blank copy of the vendor permit application.

Yours,

Ed Foster

Mayor



TOWN OF QUARTZSITE

465 North Plymouth Avenue • PO Box 2812 • Quartzsite, AZ 85346

(928) 927-4333 • (928) 927-4400

Arizona Relay Service (928)927-3762 (TDD)

We are an equal opportunity employer

www.ci.quartzsite.az.us

Date: March 6, 2013

FROM: Laura Bruno
Town Manager

RE: POSSIBLE OVERCHARGE FOR SPECIAL EVENT VENDOR SALE PERMIT

The Town of Quartzsite recently discovered that we may have overcharged for a Vendor Sale Permit for the GPAA Gold Expo recently held in Quartzsite, Arizona.

Normally, the fee for a Vendor Sales Permit is \$50.00; this permit is good for up to a six month period. However, the Town also has a Special Event Vendor Sales Permit which costs \$15.00; this special event permit is effective for three (3) consecutive days for a specific location.

Because the GPAA Gold Expo event was a three day event at one location, participating vendors not wishing to sell for more than three days at a different location should have been offered this Special Event Vendor Sales Permit.

Therefore, if you were charged for a regular Vendor Sales Permit rather than a Special Event Vendor Sales Permit, and only intend to vend in Quartzsite for this particular event, you are eligible to receive a refund of \$35.00. If you are so eligible, please complete the information located on this memorandum and return it to the address noted below. We will process a refund check to you for the amount of the overcharge.

If you have any questions or need any further information, please don't hesitate to contact Tina Abriani at 928-927-4414.

Name of Business on Vendor Permit: _____

Mailing Address: _____

I will be selling for no more than three days in the Town of Quartzsite during the next six months.

Signature: _____

To receive a refund of \$35.00, please this completed and signed memorandum to:

Town of Quartzsite
Attention: Vendor Licensing
PO Box 2812
Quartzsite, AZ 85346



TOWN OF QUARTZSITE

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Town of Quartzsite Vendor Permit Packet

Please checkmark next to the option below that best describes the type of permit you will need.

Regular Vendor Permit. This permit is good for 180 days from date of purchase or start date indicated by vendor, for their booth. The price for this permit is \$50.00. This permit is transferable from one show location to another, as long as only ONE show location is operated at a time.

Extension of Regular Vendor Permit. There is a \$15.00 fee for a 30 day maximum extension to a Regular Vendor Permit.

Special Events Permit. This is a permit issued for NO MORE than 3 consecutive days, at ONE show location. The fee for a Special Events Permit is \$15.00. It CANNOT be transferred to another show location and CANNOT be extended.

Now that you have indicated the type of permit you will need, please fill out the appropriate documents, included in this packet. **If you already have an ARIZONA Tax ID number, please DO NOT fill out the Arizona Department of Revenue form,** If you need a State Tax ID #, please fill out the application, in its entirety, and submit it back to us in Town Hall, along with a check or MO, payable to the AZDOR for \$14.00. The Licensing Eligibility form **MUST** be filled out and **SIGNED**. The actual application also needs to be filled out as completely as possible and returned to us with a separate check, made payable to the Town of Quartzsite, for either \$50.00 for the Regular Vendor Permit or for \$15.00 for the 3 day Special Event Permit. If you are doing your application process by mail, please also enclose a photo, front and back, of acceptable ID listed on Licensing Eligibility Requirements form.



TOWN OF QUARTZSITE

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REQUIREMENTS FOR VENDING IN THE TOWN OF QUARTZSITE, ARIZONA

- * **Arizona Transaction Tax License (AZ Tax ID Number)**
- * **Town of Quartzsite Vendor Permit**
- * **Completed Licensing Eligibility Requirement Form**

The Town of Quartzsite requires an Arizona Tax ID Number in order to purchase a Vendor Permit. Tax ID Number applications are available at the Quartzsite Town Hall – the price is \$12.00 for the state + \$2.00 for the Town of Quartzsite, making the total \$14.00 (**check or money order only & checks must be made out to AZ Dept. of Revenue.**) Please send this application and check, along with your vendor permit application and check to the Town of Quartzsite, for processing.

In order to purchase a Town of Quartzsite Vendor Permit the Town of Quartzsite requires a **photo ID and a completed Licensing Eligibility Requirements (ARS §41-1080) form.** (Licenses from, NM,  & WA are not acceptable) *WA, EDL/EIN meets federal requirements, and is an approved alternative. You must also have already purchased a Vending Location prior to permit issue.

Vendor Permits are \$50.00. If you are a food vendor all Fire & Health Permits must be obtained before purchasing a Quartzsite Vendor Permit (proof of inspection will be required when purchasing a Vendor Permit.) Contact the La Paz County Health Dept. for a Health Permit @ 928-669-1100.

If you are a produce vendor you must have a health inspection from the La Paz County Health Department before obtaining a Town of Quartzsite Vendor Permit.

If you have a food concession stand you must first contact the Quartzsite Fire Dept. at 928-927-6556. Second, you will need to contact the La Paz County Health Dept. at the number listed above. Finally, you need to contact the Quartzsite Town Hall for your AZ Tax ID Number and Vendor Permit-928-927-4333

For non-food vendors that would like to have things done in advance you may contact the Quartzsite Town Hall for a Vendor Permit and/or Tax ID Number application. We will be taking requests for applications through December 16 (after that date you must come into our office to obtain a permit). Your vendor license will be dated from the date you intend to begin vending and valid for 6months/180 days. An extension may be permitted per Quartzsite Town code 8-1-3. Please refer to the Town website for additional information; www.ci.quartzsite.az.us Thank you!

Vendor Permits must be posted in your booth at all times

*****Regulations & Prices Subject To Change At Any Time.

Valid From: _____ TO: _____

APPLICATION FOR TOWN OF QUARTZSITE VENDOR LICENSE

ANY PERSON OPERATING AS A VENDOR IN THE TOWN OF QUARTZSITE SHALL REGISTER WITH THE TOWN AND OBTAIN A VENDOR LICENSE. SAID LICENSE DOES NOT TAKE THE PLACE OF ANY PERMIT OR LICENSE REQUIRED BY THE STATE OF ARIZONA. THIS LICENSE IS **NON-TRANSFERABLE FROM SELLER TO SELLER. LICENSE MUST BE POSTED & VISIBLE FROM A DISTANCE OF TWENTY (20) FEET.**

DBA: _____

NAME: _____ PHONE: _____

E-MAIL ADDRESS: _____

PERMANENT ADDRESS: _____

DRIVERS LICENSE NO. & STATE: _____

DESCRIPTION OF BUSINESS/MERCHANDISE: _____

LA PAZ COUNTY HEALTH PERMIT #: _____ AZ RESALE TAX #: _____

BUSINESS LOCATION & SPACE #: _____

VALIDATED BY: _____ PAYMENT- CASH CHECK # _____

DATE: _____ APPLICANT SIGNATURE *: _____

REFUSAL TO COMPLY SHALL RESULT IN EITHER A CRIMINAL OR CIVIL CITATION FOR VIOLATION OF THIS CHAPTER. IF FOUND RESPONSIBLE, A PENALTY SHALL BE A FINE OF \$250.00 FOR THE FIRST OFFENSE. IF FOUND RESPONSIBLE FOR A SECOND OFFENSE A FINE OF AT LEAST \$250.00 & INELIGIBILITY TO OBTAIN A FUTURE VENDOR SALES PERMIT FOR FIVE (5) YEARS. EACH DAY A VIOLATION CONTINUES SHALL BE A SEPARATE OFFENSE PUNISHABLE AS HEREIN ABOVE DESCRIBED.

*I CERTIFY THE FACTS TO BE TRUE AND CORRECT IN ACCORDANCE WITH A.R.S. §13-2704(A)

THIS AREA IS FOR TOWN USE ONLY.

APPLICATION SENT OUT BY _____ DATE _____

APPLICATION RECORDED IN BY _____ DATE _____

RETURN APPLICATION TO:
TOWN OF QUARTZSITE
PO BOX 2812
QUARTZSITE, AZ 85346-2812
ATTN: Reception



TOWN OF QUARTZSITE

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LICENSING ELIGIBILITY REQUIREMENTS (ARS §41-1080)

FULL Name: Last, First, Middle	
Business Address (as shown on license or application)	
City, State, Zip	

On May 1, 2008 Governor Napolitano signed Laws 2008, Ch. 152 (House Bill 2745) into law. The new law contains a "licensing eligibility" section (Arizona Revised Statutes § 41-1080) preventing a state agency from issuing a (new or renewed) license to an individual unless the individual has provided the agency with one of the forms of identification listed in the law.

To become or remain eligible for a license, complete this form, staple a photocopy showing both sides of your identification to the back and return to the address in our letterhead (top). Only provide one of the following forms of identification (mark an "X" next to the one you are submitting):

- 1. An Arizona driver license issued after 1996 or an Arizona non-operating identification license.
- 2. A driver license issued by a state that verifies lawful presence in the United States. (Drivers Licenses from WA, , and NM are not acceptable). * WA; EDL/EID meets federal requirements, and is an approved alternative
- 3. A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
- 4. A United States certificate of birth abroad.
- 5. A United States passport.
- 6. A foreign passport with a United States visa.
- 7. An I-94 form with a photograph.
- 8. A United States citizenship and immigration services employment authorization document or refugee travel document.
- 9. A United States certificate of naturalization.
- 10. A United States certificate of citizenship.
- 11. A tribal certificate of Indian blood.
- 12. A tribal or bureau of Indian affairs affidavit of birth.

By my signature below, I hereby certify, under penalty of perjury that the copy of the document I am providing is a true and accurate copy of the original document and that I am legally authorized to be present in the United States.

FULL SIGNATURE OF LICENSEE

DATE



Transaction Privilege Tax Application (Short Form)

License Compliance Unit: 1600 W. Monroe, Ste. 620 Phoenix, AZ 85007

To Register, File and Pay online, go to www.aztaxes.gov

The simplified application is used for transient vendors. Each section below must be completed, to receive the License. For licensing questions on transaction privilege or withholding taxes, call (602) 716-6640 or (602) 716-6438.

Incomplete applications will not be processed. All required information is designated with asterisk *

Business Information

Do you have Arizona employees? (Check One) Yes No Type of ownership* (Check One) Individual Partnership Corporation (State and Date of Incorporation)

Legal business name* Social Security Number or FEIN*

Business (or DBA) name* Business Start Date*

Business phone (Include area code)* E-mail address Location and Date of events / swap meets

Mailing address (street, route, or PO Box)* City State Zip Code

Primary Location of Business (Physical address) No license will be issued without this information* City State Zip Code

Is your business located on an Indian Reservation? Yes No If yes, please tell us which one _____

Description of Business*

Owners / Partnerships / Corporation Officers Identification

Social security number*	Name*	Title*	% Owned*	Complete residence address*	Area code & phone number*

Please check the months in which you intend to do business in Arizona

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec

Taxpayer's Signature* _____ Date _____

License Fees

Make Checks Payable to the Arizona Department of Revenue
Do Not Send Cash

City codes for cities where you will be doing business
(See reverse side for list of cities for which taxes are collected)

State fees \$12 X No. Loc.	12 00
Total city fees	2 00
Total fees due	14 00

Instructions
 This Short Form Application is Intended for Use by Vendors at Transient Selling Events Such as Fairs, Special Events, Shows and Swap Meets

- Do you have employees?** Check yes if you employ individuals in the state of Arizona. If you do not have employees or only have immediate family members who assist you during a special event or at a swap meet, check no.
- Type of ownership** Check as applicable. Corporations and partnerships must provide the federal employer identification number.
- Legal business name or owner name** Enter the individual's and spouse's name if Individual was selected for ownership type.
 Enter all partner's names if Partnership was selected for ownership type. Additional owners may be listed on a separate sheet and attached.
 Enter the organization name owning or controlling the business if Corporation was selected for ownership type.
- Business (or DBA) name** Enter the name of the business/DBA (doing business as) name, if the same as legal business name, enter same. Commonly, the business name is the name by which the public knows your business/company/shop. If you wish correspondence to be sent to a name other than the owner, enter the name of the department or accountancy firm as "In Care Of" to ensure delivery by the postal service.
- Location and Date of event/ swap meet** Enter the address and date of the special event or swap meet. If you do not know the actual address of the event, enter the city/town name in which the event will be held. The location is very important in determining whether an additional city/town license must be obtained for those licensed by the state. Use the City or Town Licensed By The State chart below to determine if you must be licensed through the state for the location in which your event occurs. For cities not listed, please contact the city directly. Also add the city fee amount to the license fee which appears in the lower right corner of the front page.
- Mailing address** Enter mailing address where all correspondence is to be sent. You may elect to use your home address, corporate headquarters, or accounting firm's address.
- Primary location of business** Enter the street address for the primary location of the business. If you conduct most of your business at various special events or swap meets throughout the state, you may wish to enter your resident location. Even if your mailing address is a PO Box, you must provide a physical location. For example if you live in a rural community, your physical location may be the intersection of two roads, interstates, or milepost marker.
- Description of business** Describe the major activity and principal product you manufacture or commodity sold or service performed. Your description of your business is very important because it determines your sales tax rate and provides a basis for state economic forecasting.
- Owners identification** Enter as many as applicable, attach a separate sheet if additional space is needed. The authority for mandatory requirement for social security numbers of owners is provided in ARS § 42-1105.
- Signature** The application must be signed by either the individual owner or, for partnerships or corporation, two partners or two corporate officers.

Fees The state fee is \$12 no matter how many special events you attend. However, a separate city license fee is required for each city unless you are currently licensed for the city in which an event will be held. List the cities in which you will be doing business on the front of the application form and total to determine the amount due.

City or Town Licensed by the State

CITY/TOWN	C O D E	F E E	CITY/TOWN	C O D E	F E E	CITY/TOWN	C O D E	F E E
BENSON	BS	5.00	HAYDEN	HY	5.00	SHOW LOW	SL	2.00
BISBEE	BB	1.00	HOLBROOK	HB	1.00	SIERRA VISTA	SR	1.00
BUCKEYE	BE	2.00	HUACHUCA CITY	HC	2.00	SNOWFLAKE	SN	2.00
CAMP VERDE	CE	2.00	JEROME	JD	2.00	SOUTH TUCSON	ST	2.00
CAREFREE	CA	10.00	KEARNY	KN	2.00	SPRINGVILLE	SV	5.00
CASA GRANDE	CG	2.00	KINGMAN	KM	2.00	ST. JOHNS	SJ	2.00
CAYE CREEK	CK	20.00	LAKE HAVASU	LH	5.00	STAR VALLEY	SY	2.00
CHINO VALLEY	CV	2.00	LITCHFIELD PARK	LP	2.00	SUPERIOR	SI	2.00
CLARKDALE	CD	2.00	MINNAPATH	MN	2.00	SURPRISE	SP	10.00
CLIFTON	CF	2.00	MARANA	MA	5.00	TAYLOR	TL	2.00
COLORADO CITY	CC	2.00	MARICOPA	MP	2.00	THATCHER	TC	2.00
COOLIDGE	CL	2.00	MIAM	MM	2.00	TOLLESON	TH	2.00
COTTONTWOOD	CW	2.00	ORO VALLEY	OR	12.00	TOMBSTONE	TS	1.00
DEWEY/HAMBOLDT	DH	2.00	PAGE	PG	2.00	TUSAYAN	TY	2.00
DUNCAN	DC	2.00	PARADISE VALLEY	PV	2.00	WELLTON	WT	2.00
EAGAR	EG	10.00	PARKER	PK	2.00	WICKENBURG	WB	2.00
EL MIRAGE	EM	15.00	PATAGONIA	PA	25.00	WILLIAMS	WL	2.00
ELOY	EL	10.00	PRYSON	PS	2.00	WINELMAN	WM	2.00
FLORENCE	FL	2.00	PIMA	PM	2.00	WINSLOW	WS	10.00
FOUNTAIN HILLS	FH	2.00	PINETOP/LAKESIDE	PP	2.00	YOUNGTOWN	YT	10.00
FREDONA	FD	10.00	PRESCOTT VALLEY	PL	2.00	YUMA	YM	2.00
GILA BEND	GI	2.00	QUANTZSITE	QZ	2.00			
GILBERT	GB	2.00	QUEEN CREEK	QC	2.00			
GLOBE	GL	2.00	SAFFORD	SF	2.00			
GOODYEAR	GY	5.00	SAHUARITA	SA	5.00			
GUADALUPE	GU	2.00	SAN LUIS	SU	2.00			

Indian Reservation (County)	CODE	Indian Reservation (County)	CODE
Ak-Chin (Pinal)	PNA	Pascua-Yaqui (Pima)	PMN
Cocopah (Yuma)	YMB	Salt River Pima-Maricopa (Mar.)	MAO
Colorado River (La Paz)	LAC	San Carlos Apache (Gila)	GLP
Fort McDowell-Yavapai (Mar.)	MAE	San Carlos Apache (Graham)	GRP
Fort Mojave (Mohave)	MOF	San Carlos Apache (Pinal)	PNP
Fort Yuma-Quechan (Yuma)	YMG	San Juan Southern Paiute	COQ
Gila River (Maricopa)	MAH	Tohono O'Odham (Maricopa)	MAT
Gila River (Pinal)	PNH	Tohono O'Odham (Pima)	PMT
Havasupai (Coconino)	COI	Tohono O'Odham (Pinal)	PNT
Hopi (Coconino)	COJ	Tonto Apache (Gila)	GLU
Hopi (Navajo)	NAJ	White Mtn Apache (Apache)	APD
Hualapai (Coconino)	COK	White Mtn Apache (Gila)	GLD
Hualapai (Mohave)	MOK	White Mtn Apache (Graham)	GRD
Kaibab-Paiute (Coconino)	COL	White Mtn Apache (Navajo)	NAD
Kaibab-Paiute (Mohave)	MOL	Yavapai Apache (Yavapai)	YAW
Navajo (Apache)	APM	Yavapai Prescott (Yavapai)	YAX
Navajo (Coconino)	COM		
Navajo (Navajo)	NAM		
Pascua-Yaqui (Maricopa)	MAN		

This Area For Agency Use Only

Sales	Withholding	NAICS code	Business code	PRG code
Cities				



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, March 26, 2013

- Agenda Item #6** Consider the appointment of two regular members to the Municipal Utility Administrative Committee with a term ending January 2015; and align the term end dates to January of each year by extending one existing term to January 2014.
- Summary:** The Municipal Utility Administrative Committee formulates, creates and recommends any lawful plan duly adopted by the governing body for the present and future growth of the Town pertaining to the use of utilities and equipment for any purpose.
- The Board consists of 5 members. Member terms are for a period of three years, with the terms staggered such that the terms of no more than two members shall expire in any one year.
- Currently two seats have terms which will expire January, 2016. One seat has a term which will expire October, 2013. Two seats are open due to expired terms.
- Responsible Person:** Laura Bruno, Town Manager
- Attachment:**
1. Roster of Municipal Utility Administrative Committee Seats and Members.
 2. Volunteer Interest Statements for the Municipal Utility Administrative Committee:
Dean Taylor
Richard Thompson
 3. Resolution 99-14, establishing the Municipal Utilities Administrative Committee.
- Action Requested:**
1. **Extend the term expiration date for one filled seat from October 2013 to January 2014.**
 2. **Appoint two members to the Municipal Utility Administrative Committee, with a term to expire January 2015.**



TOWN OF QUARTZSITE

Municipal Utility Administrative Committee Membership Roster

	Term Start (month beginning)	Term End (month ending)
1. John Jack Brown	February 2013	January 2016
2. Dennis Dole	February 2013	January 2016
3. Starr Bearcat	October 2010	October 2013
	Term Start (month beginning)	Proposed Term End (month ending)
Starr Bearcat	October 2010	January 2014
4. (Vacant)	When filled	January 2015
5. (Vacant)	When filled	January 2015



Volunteer Interest Statement

TOWN OF QUARTZSITE
PO BOX 2812
QUARTZSITE, AZ 85346
928-927-4333

RECEIVED
OCT 09 2012
BY: *[Signature]*

Office use only:

Date Received: 10.9.12 Date Exp: _____

Copies To: Council & P&Z

PLEASE TYPE OR PRINT NEATLY

Date: Oct 9, 2012

Name (last, first, MI): Dear Taylor

Home Address/Po Box: [Redacted]

Contact Phone Number: [Redacted]

Are You A U.S. Citizen OR Resident Alien: YES NO

Are you registered to vote in La Paz County: YES NO

Present Employment/Position Held (Optional): Mgr Tyson RV Park

Address/Contact Number of Employer: Same as above

Professional/ Civic Activities: _____

W.

Education /Professional Experience: Sea Capt - Builder Contractor

I am interested in serving on: (Circle All That Apply)

Municipal Library Board

Park & Recreation Board

Personnel Board

Centennial Board

Planning and zoning

Board of adjustment

Airport Committee

Municipal Property Corp.

Health & Development

Cemetery Board

Municipal Utility Admin Committee

Vendor, Rv Park & Swap Meet' Municipal Board

Other: any

Please describe why you would like to sever on the board, commission, etc:

To Help
Our town free of charge

What do you think that you can contribute to the public by serving on this bard, commission, etc: _____

Are you available to attend early morning meetings? YES NO

Are you available to attend lunch meetings? YES NO

Are there any days of the week you are unavailable to attend meetings?

No

All boards and commissions, etc. are subject to disclosure of conflicts of interest.

For more information concerning boards, commissions, etc. please contact the Quartzsite Town Hall @ 928-927-4333.

Date: Oct 9, 2012

Signature: [Handwritten Signature]



Volunteer Interest Statement **RECEIVED**

TOWN OF QUARTZSITE
PO BOX 2812
QUARTZSITE, AZ 85346
928-927-4333

DEC 21 2012

BY: 

Office use only: Date Received: _____ Date Exp: _____
Copies To: _____

PLEASE TYPE OR PRINT NEATLY

Date: 12-17-2012

Name (last, First, MI): THOMPSON, RICHARD L.

Home Address/Po Box: 

Contact Phone Number: 

Are You A U.S. Citizen OR Resident Alien: X YES ___ NO

Are you registered to vote in La Paz County: X YES ___ NO

Present Employment/Position Held (Optional): RETIRED

Address/Contact Number of Employer: _____

Professional/ Civic Activities: (SEE ATTACHED RESUME)

Education /Professional Experience: (SEE ATTACHED RESUME)

I am interested in serving on: (Circle All That Apply)

Municipal Library Board

Park & Recreation Board

Personnel Board

Centennial Board

Planning and zoning

Board of adjustment

Airport Committee

Municipal Property Corp.

Health & Development

Cemetery Board

Municipal Utility Admin Committee

Vendor, Rv Park & Swap Meet' Municipal Board

Other: _____

Please describe why you would like to serve on the board, commission, etc: _____

(SEE ATTACHED RESUME)

What do you think that you can contribute to the public by serving on this board, commission, etc: _____

SEE ATTACHED RESUME

Are you available to attend early morning meetings? YES ___ NO

Are you available to attend lunch meetings? YES ___ NO

Are there any days of the week you are unavailable to attend meetings?

THURSDAY EVENINGS (9:14)

SUNDAY CHURCH

All boards and commissions, etc. are subject to disclosure of conflicts of interest.

For more information concerning boards, commissions, etc. please contact the Quartzsite Town Hall @ 928-927-4333.

Date: 12-17-2012 Signature: Richard L. Thompson

Resume

**Richard L Thompson (Dick)
410 Plymouth Ave.
Quartzsite Az. POB 4493, 85359
Ph 360-490-5700
DB March 16 1931**

Wife : Dona M Thompson, Married April 14 1951

We are a large family, 5 son's and 1 daughter that range in age from 43 to 60 years of age.

We do leave Quartzsite for our Boat in Northern waters in May and return by the 1st of October.

We are in telephone contact most of the time.

WORK EXPERIENCE

1953 TO 1959

Private Electric Power Co. as Equipment Operator & Head Groundman.

1959 to 1969

City of Richland, Washington, Electrical Department

Received Electrical Engineering Degree.

Responsible for setting up all stores systems, System design, Line Crew Orders and

Representative to Regional Council's and Organizations

Resigned in September 1969 as Chief Engineer and Assistant Superintendent

1969 to April 1st 1986

Mason County PUD #3

Shelton, Washington, a system of 10k customers and several hundred miles of line.

As the Chief Engineer, my Responsibilities included the following:

- 1. The Total Budget**
- 2. All Line Crew Operations**
- 3. Electric Rate Studies**
- 4. System Studies**
- 5. Long range forcast's (as long as 20 yrs)**
- 6. All Regional Representation**
- 7. All National Representation'**

The Last several years my responsibility changed to Manager of Power Supply

Which Included all of the above except Operations and Budget.

I retired on April 1st 1986 at age 55 and my wife and I have covered much of the salt water N to SE AK in our Boat and many Hyw's and Byways of the USA and much of Mexico in our MH.

In the last 27 years. We have stopped in Quartzsite every year for a visit with our cousin's Andy and Maxine Armstrong. I think you will find Her signature on the papers requesting funds to establish the Town of Quartzsite. So we are very familiar with the Town of Quartzsite.

In November of 2002 we found them of poor health and wanting to sell their home at 410 Plymouth. We then purchased their home in April 2003 as it was time to hang up the keys to the old MH. In 2010 we became residents and voters in Quartzsite and La Paz County.

I believe that I could be of assistance on an advisory board.

My preference would be as follows:

- 1. Utilities**
- 2. Planning and Zoning.**

Other Activities, Dick

BSA over 50 years, SM 30 years

United Way

Kiwanis 50 years

Shelton YC 30 years

Licensed Amature Radio Operater 55 years

Other Actives, Dona

Camp Fire Leader 30 years

School Volunteer 20 years

Both: Various Christian Churches 60 years..

RECEIVED
OCT 12 1999

TOWN OF QUARTZSITE

RESOLUTION NO. 99-14

TOWN OF QUARTZSITE

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUARTZSITE, ARIZONA, PROVIDING FOR AND SETTING THE MEMBERSHIP OF THE MUNICIPAL UTILITY ADMINISTRATIVE COMMITTEE FOR THE TOWN OF QUARTZSITE: PROVIDING FOR THE ELECTION OF A CHAIRMAN AND VICE-CHAIRMAN THEREOF AND PRESCRIBING THE DUTIES OF SAID COMMITTEE.

BE IT RESOLVED BY THE COMMON COUNCIL OF THE TOWN OF QUARTZSITE, LA PAZ COUNTY, ARIZONA, as follows:

SECTION 1: The Municipal Utilities Administrative Committee of the Town of Quartzsite is hereby established.

SECTION 2: (A) The Municipal Utilities Administrative Committee of the Town of Quartzsite shall be composed of a total of five (5) members who shall be residents of the Town of Quartzsite. The members of the committee shall be appointed by the Mayor subject to approval of the Common Council of the Town of Quartzsite. These appointments shall be for a period of three (3) years each, with the terms of members so staggered that the terms of no more than two (2) shall expire in any one year. The initial appointments shall be two (2) members for three (3) years; two (2) members for two (2) years; and one (1) member for one (1) year. Thereafter all members shall be appointed for full three (3) year terms, except that in the event of death or resignation of a member the vacancy may be filled for the unexpired term. The term of all members shall extend until their successors are qualified, provided, however three (3) successive unexcused or unexplained absences from any regular or special meeting shall be grounds for termination at the will and pleasure of the appointing authority without the necessity of a hearing or notice and such action shall be final

(B) All members shall serve without pay. However, members of said committee may be reimbursed for actual expenses incurred in connection with their duties upon authorization or ratification by the committee and approval of such expenditures by the Town Council.

SECTION 3: The committee shall elect a chairman and vice-chairman among its own members, who shall serve for his full term and until their successors are elected and qualified. The chairman shall preside at all meetings and exercise all the usual rights, duties and prerogatives of the head of any similar organization. The vice-chairman shall perform the duties of the chairman in the latter's absence or disability. Vacancies created by any cause shall be filled for the unexpired term by a new election.

SECTION 4: It shall be the duty of said committee to formulate, create and recommend any lawful plan duly adopted by the governing body for the present and

future growth of the Town of Quartzsite pertaining to the use of utilities and equipment for any purpose.

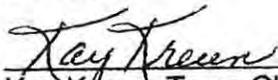
SECTION 5: The committee shall provide in its rules for its meetings; provided, however, that special meetings may be called by the chairman or in his absence the vice-chairman. In addition, any three (3) members of the committee may make written request to the chairman for a special meeting and in the event such is not called, such members may call such special meeting in such a manner and form as may be provided in the committee rules.

SECTION 6: Three (3) members shall constitute a quorum. The affirmative vote of three (3) members shall be required for passage of any matter before the committee. In this connection, the minutes of the meetings shall reflect the "ayes" and "nays" cast on a particular measure and shall reflect the vote of each member present. A member may abstain from voting only upon the declaration that he has a conflict of interest, in which case such member shall take no part in the deliberation on the matter in question.

SECTION 7: The committee shall conduct its meeting in an orderly manner following Parliamentary Rules of Order.

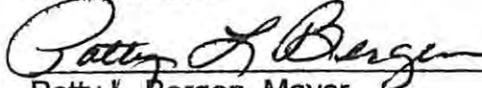
PASSED, ADOPTED AND APPROVED by the Town of Quartzsite, Arizona, Common Council on this 14th day of September, 1999.

ATTEST:



Kay Kneun, Town Clerk

APPROVED:



Patty L. Bergen, Mayor

APPROVED AS TO FORM:



Carol Bowman or Wm. Michael Smith
Town Attorney



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, March 26, 2013

Agenda Item #8 Consider the appointment of three regular members to the Planning and Zoning Commission, with terms ending February 2014 and February 2015 respectively.

Summary: The Planning and Zoning Commission provides advice to the Council and Town officials related to 1) planning and zoning in the Town; 2) recommends to the Council a General Plan and amendments thereto; 3) annually reviews progress towards implementation of the General Plan and recommends to the Council changes desired due to new legislation, development trends and changing environmental conditions; 4) initiates changes to the Official Zoning Map or test of the Zoning Code to insure conformance and consistency with the Town's General Plan; 5) Reviews and makes recommendations to the Council regarding proposals to amend zoning districts or the provisions of the Zoning Code; 6) reviews and makes recommendations to the Council regarding annexation of territory into the Town; 7) performs such other duties as required of the Commission in the Zoning Code.

The Board consists of 7 members. Member terms are for a period of three years, with the terms staggered such that the terms of no more than two members shall expire in any one year.

Currently one seat has a term which will expire February 2015. Two seats have terms which will expire February 2014.

Responsible Person: Laura Bruno, Town Manager

Attachment:

1. Roster of Planning and Zoning Commission Seats and Members.
2. Volunteer Interest Statements for the P&Z Commission:
Shaneen Bergette Barbara Bowman
Jennifer Jones Dean Taylor
3. Ordinance 13-2, creating a Planning and Zoning Commission

Action Requested:

1. **Appoint one member to the Planning and Zoning Commission, with a term to expire February 2015.**
2. **Appoint two members to the Planning and Zoning Commission, with terms to expire February 2014.**



TOWN OF QUARTZSITE

Planning and Zoning Commission Membership Roster

	Term Start (month beginning)	Term End (month ending)
1. Jesse Hearne	March 2013	February 2016
2. Dennis Kuehl	March 2013	February 2016
3. Jim Murphy	March 2013	February 2016
4. Norm Simpson	March 2013	February 2015
5. (Vacant)	When filled	February 2015
6. (Vacant)	When filled	February 2014
7. (Vacant)	When filled	February 2014



Volunteer Interest Statement

RECEIVED
FEB 22 2013
BY: [Signature]

TOWN OF QUARTZSITE
PO BOX 2812
QUARTZSITE, AZ 85346
928-927-4333

Office use only: Date Received: 2/22/2013 Date Exp: _____

Copies To: _____

PLEASE TYPE OR PRINT NEATLY

Date: 2/22/2013

Name (last, First, MI): Bergette, Shanneen W.

Home Address/Po Box: [Redacted]

Contact Phone Number: [Redacted]

Are You A U.S. Citizen OR Resident Alien: YES NO

Are you registered to vote in La Paz County: YES NO

Present Employment/Position Held (Optional): Self (Payroll)

Address/Contact Number of Employer: _____

Professional/ Civic Activities: City of LaGrande Arts Commission,
Union County Vector Control Board, Saroptimist
International,

Education /Professional Experience: Associate in Business

Business Manager, Office Manager, Personnel Manager, Payroll

I am interested in serving on: (Circle All That Apply)

Municipal Library Board

Park & Recreation Board

Personnel Board

Centennial Board

Planning and zoning

Board of adjustment

Airport Committee

Municipal Property Corp.

Health & Development

Cemetery Board

Municipal Utility Admin Committee

Vendor, Rv Park & Swap Meet' Municipal Board

Other: _____

Please describe why you would like to sever on the board, commission, etc: _____

like to be involved in groups/organizations that make a difference

What do you think that you can contribute to the public by serving on this bard, commission, etc: _____

Organizational, financial, Planning, Innovation and Efficiency Skills

Are you available to attend early morning meetings? YES NO

Are you available to attend lunch meetings? YES NO

Are there any days of the week you are unavailable to attend meetings?

Sundays

All boards and commissions, etc. are subject to disclosure of conflicts of interest.

For more information concerning boards, commissions, etc. please contact the Quartzsite Town Hall @ 928-927-4333.

Date: 2/22/2013

Signature: Shawen Bergatta



Volunteer Interest Statement

TOWN OF QUARTZSITE
PO BOX 2812
QUARTZSITE, AZ 85346
928-927-4333

Office use only:

Date Received: Nov 8 '12 Date Exp: _____

Copies To: TOWN MGR. TOWN CLERK
Common Council

PLEASE TYPE OR PRINT NEATLY

Date: Nov 8/12

Name (last, First, MI): Barbara Bowman

Home Address/Po Box: _____

Contact Phone Number: _____

Are You A U.S. Citizen OR Resident Alien: YES NO

Are you registered to vote in La Paz County: YES NO

Present Employment/Position Held (Optional): _____

Address/Contact Number of Employer: _____

Professional/ Civic Activities: _____

Education /Professional Experience: _____

I am interested in serving on: (Circle All That Apply)

Municipal Library Board

Park & Recreation Board

Personnel Board

Centennial Board

Planning and zoning

Board of adjustment

Airport Committee

Municipal Property Corp.

Health & Development

Cemetery Board

Municipal Utility Admin Committee

Vendor, Rv Park & Swap Meet' Municipal Board

Other: _____

Please describe why you would like to sever on the board, commission, etc:

Would like to retain (or) my position on the board

What do you think that you can contribute to the public by serving on this board, commission, etc: _____

~~_____~~

Are you available to attend early morning meetings? YES NO

Are you available to attend lunch meetings? YES NO

Are there any days of the week you are unavailable to attend meetings?

All boards and commissions, etc. are subject to disclosure of conflicts of interest.

For more information concerning boards, commissions, etc. please contact the Quartzsite Town Hall @ 928-927-4333.

Date: *Nov 8 '12*

Signature: *Richard P. ...*



Volunteer Interest Statement

TOWN OF QUARTZSITE
PO BOX 2812
QUARTZSITE, AZ 85346
928-927-4333

ROUTING	DATE 2013
Mayor	1 3-4
Council	6 3-4
Attorney	
Engineer	
Department	
Committee	
Mailed	
Steve	1 3-4

Office use only:

Date Received: 03-01-2013 Date Exp: _____

Copies To: Councilmen, Beth Probst + P+Z

PLEASE TYPE OR PRINT NEATLY

Date: 3-1-13

Name (last, First, MI): Jones, Jennifer M

Home Address/Po Box: _____

Contact Phone Number: _____

Are You A U.S. Citizen OR Resident Alien: YES ___ NO

Are you registered to vote in La Paz County: YES ___ NO

Present Employment/Position Held (Optional): self employed

Address/Contact Number of Employer: same

Professional/ Civic Activities: _____

Education /Professional Experience: 2+ years junior college

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MAR 01 2013
BY: TA

I am interested in serving on: (Circle All That Apply)

Municipal Library Board

Park & Recreation Board

Personnel Board

Centennial Board

Planning and zoning

Board of adjustment

Airport Committee

Municipal Property Corp.

Health & Development

Cemetery Board

Municipal Utility Admin Committee

Vendor, Rv Park & Swap Meet' Municipal Board

Other: _____

Please describe why you would like to serve on the board, commission, etc: I dont know what "sever" means, but I would like to serve in order to see that issues are properly researched, rules and laws are followed and applied equally.

What do you think that you can contribute to the public by serving on this board, commission, etc: I dont know about the "board", but I can be diligent and thorough before making recommendations, and try to keep the council from making more bad decisions which result in litigation.

Are you available to attend early morning meetings? YES NO

Are you available to attend lunch meetings? YES NO

Are there any days of the week you are unavailable to attend meetings? NO

All boards and commissions, etc. are subject to disclosure of conflicts of interest.

For more information concerning boards, commissions, etc. please contact the Quartzsite Town Hall @ 928-927-4333.

Date: 3-1-13

Signature: Jim Jones





Volunteer Interest Statement

TOWN OF QUARTZSITE
PO BOX 2812
QUARTZSITE, AZ 85346
928-927-4333

RECEIVED
OCT 09 2012
BY: *[Signature]*

Office use only:

Date Received: 10.9.12

Date Exp: _____

Copies To: Council & P&Z

PLEASE TYPE OR PRINT NEATLY

Date: Oct 9, 2012

Name (last, first, MI):

Dean Taylor

Home Address/Po Box:

[Redacted]

Contact Phone Number:

[Redacted]

Are You A U.S. Citizen OR Resident Alien: YES NO

Are you registered to vote in La Paz County: YES NO

Present Employment/Position Held (Optional):

Mgr Tyson R V Park

Address/Contact Number of Employer:

Same as Above

Professional/ Civic Activities:

W

Education /Professional Experience:

Sea Capt - Builder Contractor

I am interested in serving on: (Circle All That Apply)

Municipal Library Board

Park & Recreation Board

Personnel Board

Centennial Board

Planning and zoning

Board of adjustment

Airport Committee

Municipal Property Corp.

Health & Development

Cemetery Board

Municipal Utility Admin Committee

Vendor, Rv Park & Swap Meet' Municipal Board

Other: any

Please describe why you would like to sever on the board, commission, etc:

To Help
Our town free of charge

What do you think that you can contribute to the public by serving on this bard, commission, etc: _____

Are you available to attend early morning meetings? YES NO

Are you available to attend lunch meetings? YES NO

Are there any days of the week you are unavailable to attend meetings?

No

All boards and commissions, etc. are subject to disclosure of conflicts of interest.

For more information concerning boards, commissions, etc. please contact the Quartzsite Town Hall @ 928-927-4333.

Date: Oct 9, 2012

Signature: Debra Taylor

ORDINANCE NO. 13-2

AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF QUARTZSITE, ARIZONA, REPEALING ORDINANCE NO. 90-16, IN ITS ENTIRETY AND ADOPTING NEW REQUIREMENTS FOR THE CREATION OF A PLANNING AND ZONING COMMISSION OF THE TOWN AND THE APPOINTMENT, MEMBERSHIP AND DUTIES OF THE COMMISSION AND ITS MEMBERS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY

WHEREAS, Arizona Revised Statutes Section 9-462.02 provides that the organization, number of members, terms of office and the method of appointment and removal shall be as provided by local ordinance; and

WHEREAS, the Town Council of the Town of Quartzsite believes it to be in the best interest of the Town to repeal Ordinance No. 90-16 adopted on July 10, 1990 and to adopt a new ordinance related to the appointment, duties and other matters related to the Planning and Zoning Commission; and

WHEREAS, in order to efficiently and effectively serve the community, the Planning and Zoning Commission and the Council should have a shared vision of the future of the community.

NOW THEREFORE, BE IT ORDAINED by the Common Council of the Town of Quartzsite, Arizona, as follows:

Section I. Ordinance No. 90-16 adopted by the Town Council on July 10, 1990, is hereby repealed in its entirety.

Section 2. Planning and Zoning Commission.

(a) *Creation.* The Planning and Zoning Commission of the Town of Quartzsite is hereby established and shall be composed of seven (7) members. The Planning and Zoning Commission shall be referred to herein as the "Commission".

(b) *Appointment.* The Council shall appoint the members of the Commission, who shall serve at the pleasure of the Council. Members shall be residents of the Town. The term of office shall be three years, with the terms of members so staggered that the terms of no more than three (3) members shall expire in any one (1) year. The initial appointment shall be for two (2) members with terms beginning on the date of the first regular Council meeting in March 2013, and expiring one (1) year thereafter, for two (2) members with terms beginning on the date of the first regular Council meeting in March 2013, and expiring on two (2) years thereafter, and for three

(3) members with terms beginning on the date of the first regular Council meeting in March 2013, and expiring three (3) years thereafter, or until their successors are appointed and seated. Thereafter, all members shall be appointed for three (3) year terms. Vacancies shall be filled for the unexpired term.

(c) *Compensation.* Members of the commission shall serve without pay. Members may be reimbursed for actual expenses incurred in connection with their duties, provided such expenses were previously approved by the Council.

(d) *Chairman and Vice-Chairman.* The Commission shall elect a Chairman and Vice-Chairman among its members, who shall serve for one (1) year terms. The Chairman shall preside at Commission meetings. The Vice-Chairman shall perform the duties of the Chairman in the Chairman's absence. Vacancies shall be filled by the Commission to fill the unexpired term.

(e) *Meetings.* All meetings of the Commission shall be held at the call of the Chairman or any three (3) members of the Commission. Except for executive sessions authorized by law, all meetings of the Commission shall be open to the public.

(f) *Proceedings.* The Commission shall adopt rules and regulations to govern its proceedings. The minutes and records of all Commission proceedings shall be kept and filed as public records in the office of the Town Clerk.

(g) *Powers and Duties.* The Commission shall have the following powers and duties:

1. Provide advice to the Council and Town officials related to planning and zoning in the Town.
2. Recommend to the Council a General Plan and amendments thereto.
3. Annually review progress towards implementation of the General Plan and recommend to the Council changes desired due to new legislation, development trends and changing economic, social and environmental conditions.
4. Initiate changes to the Official Zoning Map or text of the Zoning Code to insure conformance and consistency with the Town's General Plan;
5. Review and make recommendations to the Council regarding proposals to amend zoning districts or the provisions of the Zoning Code.
6. Review and make recommendations to the Council regarding annexation of territory into the Town.

7. Perform such other duties as required of the Commission in the Zoning Code.

Section II. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

Section III. Providing for Severability.

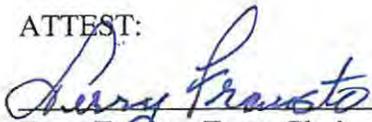
If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Common Council of the Town of Quartzsite, Arizona, this 4th day of February, 2013.



Ed Foster, Mayor

ATTEST:



Terry Frausto, Town Clerk

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
Special Counsel to the Town
By Susan D. Goodwin



TOM HORNE
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
SOLICITOR GENERAL'S OFFICE

CHRISTOPHER A. MUNNS
ASSISTANT ATTORNEY GENERAL
DIRECT PHONE No. (602) 542-8303
CHRISTOPHER.MUNNS@AZAG.GOV

February 19, 2013

Susan Goodwin, Esq.
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
501 E. Thomas Road
Phoenix, AZ 85012

Re: Completion of one-year monitoring process

Dear Ms. Goodwin:

I am sending this letter to confirm that the Quartzsite Town Council has successfully completed the one-year monitoring period for open meeting law violations which ended on January 3, 2013.

Thank you for your cooperation in resolving this matter. If you have any questions, please contact me at (602) 542-8303.

Sincerely,

Christopher A. Munns
Assistant Attorney General

CAM/ms

#: 3082665

RECEIVED

FEB 20 2013

CURTIS, GOODWIN, SULLIVAN,
UDALL, & SCHWAB, P.L.C.



TOM HORNE
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
SOLICITOR GENERAL'S OFFICE

CHRISTOPHER MUNNS
ASSISTANT ATTORNEY GENERAL
DIRECT LINE (602) 542-8303
FAX (602) 542-8303
CHRISTOPHER.MUNNS@AZAG.GOV

March 15, 2013

Susan D. Goodwin
Curtis, Goodwin, Sullivan, Udall
& Schwab, P.L.C.
501 East Thomas Road
Phoenix, Arizona 85012-3205

Re: *Open Meeting Law Complaint against Town of Quartzsite Common Council
(the "Council")*

Dear Ms. Goodwin:

As you may recall, I am investigating allegations that the Council violated the Open Meeting Law (the "OML.") The first complaint alleges that the Council violated the OML when the Town Manager conducted briefings with two groups of Council members on September 12th and 21st of 2012. The second complaint alleges that the Council violated the OML when a quorum of Council members attended a Town Hall meeting held on February 13, 2012 to discuss official business. After investigating the allegations, including reviewing video recordings of the Town Hall meeting and sworn statements from the Council members, I conclude that the evidence does not substantiate a violation of the OML.

The evidence does not support a finding that the briefings conducted by Ms. Laura Bruno, the Town Manager, violated the OML. In coordinating the briefings of the Council members in September, the evidence demonstrates that, carefully avoided the gathering of a quorum of members and specifically instructed the members not to discuss the information with other Council members. In addition, she confirmed that she obtained advice of counsel before proceeding, who gave her the parameters in which she could brief the Council members. The sworn statements from the Council members support these findings and indicate that only Ms. Bruno spoke during the briefings to provide information about certain personnel actions that had occurred. None of the Council members indicated that they were aware of other Council members speaking about the information with each other or members that attended the other briefing. Accordingly, the evidence does not establish a violation of the OML.

In addition, the evidence does not support a finding that the Council violated the OML at the February 13, 2013 Town Hall meeting. After reviewing a video recording of the meeting, it

Susan D. Goodwin
March 15, 2013
Page 2

appears that the three members of the Council sitting on the panel with other Town officials never addressed substantive questions from the citizens. In one instance, Mr. Michael Jewitt began to address the concerns of a former Planning and Zoning Commission member when the Town Manager stopped him to recommend that such discussion be put on a Council agenda. Because the Council members did not speak about Town business other than to praise the Town staff or respond to criticism, a quorum of the Council did not conduct a "meeting" as that term is defined under A.R.S. § 38-431(4). Accordingly, the evidence does not establish a violation of the OML.

This matter is now closed. Please contact me if you have any questions.

Sincerely,



Christopher A. Munns
Assistant Attorney General
Open Meeting Law Enforcement Team

cc: Douglas Gilford
Jennifer Jones

#: 3164751

RECEIVED

MAR 18 2013

CURTIS, GOODWIN, SULLIVAN,
UDALL, & SCHWAB, PLC



Western Arizona Council of Governments

Community Development Block Grant (CDBG) FY 2012 Final Method Of Distribution (MOD)

Western Arizona Council of Governments (WACOG) was founded in 1971. The organization is a governmental non-profit that is dedicated to serving its local jurisdictions, income challenged households, and vulnerable populations in La Paz, Mohave, and Yuma, Counties.

WACOG works on a broad range of issues and programs including: the Community Development Block Grant (CDBG), Community Services Block Grant (CSBG), Early Childhood Education, Health, Low-Income Home Energy Assistance (LIHEAP), Nutrition, Services for Older Americans, Homelessness Prevention, Social Service Block Grant (SSBG), Transit and Transportation, Tax and Income Policies, Weatherization Assistance, and Housing Issues.

WACOG Executive Board Approval Date: February 9, 2012

REGION IV: CDBG
REVISED WEIGHTED AVERAGE DISTRIBUTION
FY-12

Step #1

	Mohave County:	Yuma County:	Region IV
Population per DoC:	200,417	108,525	308,942
% of Total Region Population	64.87%	35.13%	100.00%
Poverty as per DoC*	31,502	22,289	53,791
% of Total Region Poverty	58.56%	41.44%	100.00%

*City of Yuma poverty statistics are taken out of this figure (16,264)

Step #2

	Mohave County:	Yuma County:	Region IV
% of Total Region Population	64.87%	35.13%	100.00%
30% Weight	30.00%	30.00%	
Population % weighted @30%	19.46%	10.54%	30.00%

Step #3

	Mohave County:	Yuma County:	Region IV
% of Total Region Poverty	58.56%	41.44%	100.00%
70% Weight	70.00%	70.00%	
Poverty Weighted @ 70%	40.99%	29.01%	70.00%

Step #4

	Mohave County:	Yuma County:	Region IV
Population % weighted @ 30%	19.46%	10.54%	30.00%
Poverty Weighted @70%	40.99%	29.01%	70.00%
Weighted Averages	60.45%	39.55%	100.00%

By County	*Adjusted Weighted Distribution	%	CDBG Funds
La Paz County		\$ 167,231	\$ 167,231
Mohave County	60.45%		1,078,723
Yuma County	39.55%	1,784,488	Yuma, Mohave 705,765
Region IV	100.00%	\$ 1,951,719	\$ 1,951,719

* Based on WACOG Executive Board decision to provide a base amount for La Paz County of \$236,000 on 2/13/2003. Reductions have taken place since based on the reductions of CDBG funding.

* Revised Weighted Distribution based on La Paz County base amount, the 70/30 ratio applied to all counties to incorporate La Paz County into Regional increase for FY-12

FINAL FY-12 CDBG DISTRIBUTION:

La Paz County	La Paz County		\$167,231
	Total La Paz County	100%	167,231
Mohave County			
	Town of Colorado City	20.00%	215,755
	Mohave County	40.00%	431,484
	City of Kingman	40.00%	431,484
	Total Mohave County	100.00%	1,078,723
Yuma County			
	Town of Wellton	50.00%	352,882
	Yuma County	50.00%	352,883
	Total Yuma County	100.00%	705,765
	REGION IV TOTAL		\$1,951,719

Application Cycle for FY2012 Funds: 100% \$1,951,719
Based on 70% Persons in Poverty (2010 Census) and 30% Population (2011 POPTAC Estimates).

Unless the Executive Board rules an entity's application ineligible, no substitution will be allowed. In the event that an entity should choose not to apply, those funds would remain within that entity's county and distribution would be determined by that county's entities under a special vote.

Entitlement applicants may chose to file a multi-jurisdictional application with another entitled or non-entitled applicant. An entitlement applicant may file a multi-jurisdictional application AND also file a second separate application, as long as the funds are within the total allocated amount. Entities within the same county may also agree between themselves to make up to a 10% adjustment in the funding amount to meet a local need (i.e., one entity agrees to reduce their request to satisfy a greater need of a neighboring applicant).

If an entitlement's regional account application is deemed non-fundable by WACOG staff, then that entitlement's backup application(s) will be given first preference to the funding.

If there is no backup application, then backup applications within the designated county will then be reviewed for funding. If there are no backup applications within the designated county, then backup applications within the WACOG region will then be reviewed for funding

In the event that there are no RA backup applications, the funds will then be evenly distributed to all other entitlements within the WACOG Region. If the funds exceed 35% of the initial amount, the entities must go through the Public Participation process and publish Public Notice #3.

All entities ARE URGED AND STRONGLY ENCOURAGED to submit backup projects.

If the Arizona Department of Housing determines during its review process that a project is non-fundable, after the regional account applications have been submitted to the State, those funds would revert back to the WACOG regional funds. WACOG would then proceed to redistribute those funds based on the process described above.

B. SUBMITTAL OF APPLICATION

- I. All applications must be submitted to the **WACOG Executive Director, 224 S. 3rd Avenue, Yuma, Arizona, 85364; no later than: Five (5:00 p.m.), May 25, 2012.**
- II. All required application documentation must be submitted with the application no later than Five (5:00 p.m.), **May 25, 2011.** Refer to the Arizona Community Development Block Grant Program latest Application Handbook on the ADOH website, Application Review Forms, for a complete listing of all forms that must be submitted as applicable to each project.

C. MINIMUM OR MAXIMUM APPLICATION OR ACTIVITY AMOUNTS

WACOG has no set minimum-funding amount for an activity. Maximum funding amounts are based on the percent of the total FY 2012 allocation that will be provided to each County, and then the percent of that County's share to which an entity will be entitled. However, an entity may chose to identify several activities to receive funding as long as the combined total of the activities reach the maximum funding level.

D. ALLOCATION METHOD REDISTRIBUTED DE-OBLIGATED FUNDS

The Arizona Department of Housing may de-obligate funds to the same community from which it was de-obligated to an existing or new contract of the same funding year based on the following criteria: 1) performance of the contract from which the funds were de-obligated; and 2) ability to commit de-obligated funds to another project that can immediately use the funds provided the new funds can be committed through a contract within 60 days, subject to ADOH rules governing on de-obligated funds.

If ADOH cannot reallocate de-obligated funds according to the above criteria the de-obligated funds will be redistributed by ADOH to WACOG's Regional Account, if allowable.

E. SLUM BLIGHT (SB)/URGENT NEED (UN)/PUBLIC SERVICES AND NON PROFIT ACTIVITES

PROCEDURES TO ENSURE A MAXIMUM OF 30% IS RECOMMENDED FOR ACTIVITIES JUSTIFIED ON THE BASIS OF EITHER THE SLUM BLIGHT (SB) OR /URGENT NEED (UN)

NATIONAL OBJECTIVES

The Region IV MOD allows for recommendations of activities justified on either the SB or UN national objectives to a maximum of 30% of its RA allocations, utilizing a first-come, first-served basis for both types of activities to ensure that the 30% limitation is not exceeded.

Approval is based on a first come, first serve basis for either funding so as to ensure the 30% limitation is not exceeded.

In the event that an Urgent Need issue should arise after the May 25, 2012 deadline, WACOG would review the request with its WACOG Executive Board and the ADOH CDBG Program on a case-by-case basis to determine how to proceed.

F. PROCEDURES TO IMPLEMENT THE MOD, INCLUDING ENSURING THAT NO APPLICANT EVALUATES ITS OWN APPLICATION, AND NOTIFICATION OF APPLICANTS

All potential regional applicants will be notified of the MOD, by mail, fax or hand delivery at least ninety (90) days prior to the deadline for submittal of regional projects for FY 2012 funding. Records of how that notice was provided will be kept by WACOG.

Applicants are requested to send in separate applications, one for each of those activities, which are their entitlement activities. All WACOG entity applications must be submitted to the **WACOG Executive Director, 224 S. 3rd Avenue, Yuma, Arizona, 85364; no later than: 5:00 p.m., May 25, 2012.**

All applications will be DELIVERED TO WACOG in the following ADOH prescribed manner:

1. Original and one copy of completed application, top two-holed punched with metal clasp.
2. The application shall be split into activities with the first activity packet containing Activity #1 Admin AND Activity #2, the Disclosure Report and all the required certifications and public notice information placed after the backup documentation for Activity #2. The administration charged to each activity will be no more than 18% of the total cost of that activity.
3. Each activity packet thereafter will have a Form 1 and a Form 3 (Activity Budget Page), then the applicable activity form (4, 5, 6, etc.) with maps and backup documentation, minus the certifications and public notice information which were placed with Activity #2 packet.
4. This will allow the State to issue a separate contract number for each activity to speed processing of funds and closeout, in an attempt to meet the federal requirement that the State spend its funds more readily.

G. ENSURING WACOG RECEIPT AND REVIEW OF ALL APPLICATIONS PRIOR TO JULY 1, 2012

Applicants are instructed to send in separate applications, one for each entitlement activity. All WACOG entity applications must be submitted to the **WACOG Executive Director, 224 S. 3rd Avenue, Yuma, Arizona, 85364; no later than: Five (5:00 p.m.), May 25, 2012.**

Applications that contain non-fundable activities (i.e., activities that are ineligible or that do not meet a national objective) or is substantially incomplete (e.g., has no evidence of prior approval by Arizona Department of Housing of a special survey, or has no documentation of public participation requirements being met) will NOT be recommended by WACOG staff to the WACOG Executive Board for funding. WACOG will provide technical assistance and application review for all potential applications on a request basis prior to the WACOG formal application review process.

Applications will be delivered to the State on or before Friday June 29, 2012. The State will make every effort to have contracts to the communities as soon as possible.

H. COG CHARGES FOR TECHNICAL ASSISTANCE AND APPLICATION PREPARATION (TAAP)

A TAAP Fee that covers all indirect, direct (application review and GIN response time hours), and any other activity furthering the contract between the entity and state and does not exceed \$3,750.00 or 50 hours per entity, based on a rate of \$75 per hour, will be charged each applicant. Each applicant will allocate the TAAP fee in the Administration budget of the grant application. WACOG will back up the costs with documented time and financial records kept by WACOG in conformance with OMB Circular A87 and other appropriate Federal Regulations. Copies of said documented time and financial records will be provided to entities upon request.

Indirect costs for which each applicant will be billed are based on its proportionate share of those funded, i.e. all WACOG/CDBG meetings, workshops, training sessions, etc. that the WACOG staff are obligated or instructed to attend by the state/federal agencies.

The WACOG Executive Board voted that all direct costs for technical assistance, except the application review hours, will be the direct responsibility of each entity to the COG and NOT included in the TAAP fees. These hours will also be billed at the rate of \$75.00 per hour.

I. SIGNED PARTNERSHIP AGREEMENT(S)

Based on WACOG Executive Board's decision, the CDBG Program understands that there will be no such agreement(s).

J. APPROVAL BY FORMAL ACTION OF THE REGIONAL COUNCIL PRIOR TO SUBMISSION OF THE APPLICATIONS TO THE CDBG PROGRAM

The WACOG Executive Board met on February 9, 2012 to review and approve the MOD for submission to the Arizona Department of Housing using estimated funding amounts. A revised MOD will be sent to ADOH if funding allocations change for FY2012.

K. DISCLAIMER

For years beyond FY 2012, the MOD reflects only a tentative funding commitment contingent upon federal and state requirements that might impact on this funding schedule, to include the Consolidated Plan, public participation process and HUD's approval of the MOD. Examples of potential federal and state changes could include: revised federal requirements as to MOD procedures, which entities are eligible to apply for CDBG funds, new entitlements, changes in the state RA process and allocation, and new incorporated entities.

- END OF MOD -

