

# SPECIAL COUNCIL MEETING AGENDA

Wednesday, June 26, 2013

Members may attend in person or by telephone

Ed Foster, Mayor  
Michael Jewitt, Vice Mayor

Carol Kelley  
Pat Workman  
Mary Scott

Norma Crooks  
Mark Orgeron

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

**Special Meeting  
1:00 p.m.**

### ***SPEAKING TO THE COUNCIL***

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

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

### ***CELL PHONES AND RECORDING DEVICES***

*As a courtesy to others please turn off or silence all cell phones or pagers. Reporters or others with recording devices 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.***

<b>Est. Time</b>	<b>AGENDA ITEM</b>	<b>COUNCIL ACTION</b>
1:00	<b>CALL TO ORDER OF SPECIAL MEETING</b>	
1:00 – 1:05	<b>INVOCATION AND PLEDGE OF ALLEGIANCE</b> <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>	
1:05	<b>ROLL CALL</b>	
1:05 – 1:10	<b>APPROVAL/AMENDMENT OF AGENDA</b>	Discussion, possible action by MOTION.
	<b>PRESENTATIONS; PROCLAMATIONS</b>	
	None	

1:10 – 1:15		<p><b>CONSENT AGENDA</b></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><b>LEDGER OF ACCOUNTS PAID</b> – Consider approval of check series 35712 – 35772, totaling \$114,944.53.</p>	Discussion; possible action by MOTION; may be acted upon with single motion.
	2.	<p><b>MINUTES</b> – Consider approval of the minutes of the June 7, 2013 Special Meeting, the June 11, 2013 Regular Meeting and the June 18, 2013 Work Session.</p>	Discussion; possible action by MOTION; may be acted upon with single motion.
	3.	<p><b>GRANT AUTHORIZATION</b> - Consider approval of a resolution authorizing the submission of an application for FY 2013 Community Development Block Grant (CDBG) funds and Implementation of the CDBG project.</p>	Discussion; possible action by MOTION; may be acted upon with single motion.
	4.	<p><b>LEASE PURCHASE AGREEMENT</b> - Consider ratification of lease purchase agreement financing the replacement of the Town's central multifunction copier/printer/scanner/fax unit.</p>	Discussion; possible action by MOTION; may be acted upon with single motion.
		<p><b>ADMINISTRATIVE ITEMS</b></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>	
1:15 – 1:30	5.	<p><b>TENTATIVE BUDGET</b> – Consider Adoption of a Tentative Budget for Fiscal Year 2013-2014, and proposed Expenditure Limitation for the same year.</p>	Discussion; possible action by MOTION.

1:30 – 3:00	6.	<p><b>EXECUTIVE SESSION</b></p> <ul style="list-style-type: none"> <li>• An executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding amendment to the Town Code regarding discipline of Town Court magistrates.</li> <li>• An executive session pursuant to A.R.S. § 38-431.03(A)(3) and (4) for discussion or consultation with the Town Attorney for legal advice and to consider the Town’s position and instruct the Town Attorney regarding the dissolution of the drug control task force intergovernmental agreement among La Paz County, the Town of Parker, and the Town of Quartzsite.</li> <li>• An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town’s position regarding pending litigation in the matter of Desert Gardens Mobile Home and Classic Cars v. Town of Quartzsite.</li> <li>• An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney regarding attorney-client privilege and the waiving of the attorney-client privilege.</li> <li>• An executive session pursuant to A.R.S. § 38-431.03(A)(3) and (4), for legal advice with the Town Attorneys and discussion or consultation with the Town Attorneys in order to consider the Town’s position and instruct its attorneys regarding the Town’s position regarding the contract with the Chief of Police.</li> </ul>	Adjourn to Executive Session.
		<b>RETURN TO OPEN SESSION</b>	
3:00 – 3:10	7.	<b>TOWN CODE AMENDMENT</b> – Consider Approval of an Ordinance amending the Town Code for the Town of Quartzsite by repealing Sections 5-701 and 5-702 of Chapter 5, Magistrate, Article 7, Discipline.	Discussion; possible action by MOTION.
3:10 – 3:40	8.	<b>CHIEF OF POLICE POSITION</b> – Discussion and possible action regarding the Chief of Police position.	Discussion; possible action by MOTION.

3:40 – 4:15	9.	<b>ATTORNEY-CLIENT PRIVILEGE</b> – Discussion and consideration of waiver of the attorney-client privilege for 1) a letter from Mayor Foster to the Town Attorney’s office dated June 13, 2013, to the extent the privilege exists, and 2) a letter from the Town Attorney’s office to Mayor Foster dated June 18, 2013, relating to attorney-client privilege.	Discussion; possible action by MOTION.
		<b>COMMUNICATIONS</b>	
4:15 - 4:20	10.	Announcements and Reports from the MAYOR on current events.	
4:20 - 4:25	11.	Announcements and Reports from the COUNCIL on current events.	
4:25 – 4:30	12.	Report from the TOWN MANAGER to the Council.	
4:30 – 4:50		<b>COMMUNICATIONS FROM CITIZENS</b> <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. <b>There is a 3 minute limit for each speaker.</b> 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>	
4:50		<b>ADJOURN</b>	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

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### **SPECIAL COUNCIL MEETING**

Wednesday, June 26, 2013

**Agenda Item #1**            Consider approval of check series 35712 - 35772, totaling \$114,944.53.

**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, Town Manager

**Attachment:**             Ledger of Accounts Paid: Check series 35712 - 35772

**Action Requested:**     **Approve the Ledger of Accounts Paid; Check series 35712 – 35772.**

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

**Horizon Community Bank- Begin Ck# 35712 - 35772**

**Balances on all cash accounts as of June 20, 2013**

Checking Account	\$	2,712,803.39
LGIP Account	\$	686,505.95
WIFA Debt Reserve Account	\$	120,202.97

<b>Total Expensed Dollar Amount for Consent Agenda</b>	<b>\$</b>	<b>182,070.92</b>
<b>Total Payroll for Pay Period Ending 06/08/13</b>	<b>\$</b>	<b>67,126.39</b>
<b>YTD Total Revenue Dollar Amount for Consent Agenda</b>	<b>\$</b>	<b>1,470,691.00</b>
<b>YTD Total Sewer Sales Revenue as of 06/20/13</b>	<b>\$</b>	<b>695,953.06</b>
<b>YTD Total Sewer Cap Revenue as of 06/20/13</b>	<b>\$</b>	<b>46,890.32</b>
<b>YTD Total Water Sales Revenue as of 06/20/13</b>	<b>\$</b>	<b>669,790.19</b>
<b>YTD Total Water Cap Revenue as of 06/20/13</b>	<b>\$</b>	<b>58,057.43</b>

## Report Criteria:

Report type: GL detail

Check.Check Number = 35712-35772

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
<b>35727</b>						
06/12/2013	35727	APS	1,052.94	Electric Service	03-220-5049	1,052.94
Total 35727:			1,052.94			
<b>35728</b>						
06/12/2013	35728	C&D Disposal	103.90	4Yd Commercial Bin Fee	01-180-5035	103.90
Total 35728:			103.90			
<b>35729</b>						
06/12/2013	35729	Chevron Usa	33.68	Fuel	01-140-5024	33.68
06/12/2013	35729	Chevron Usa	97.78	Fuel	01-150-5024	97.78
06/12/2013	35729	Chevron Usa	24.20	Fuel	01-185-5024	24.20
Total 35729:			155.66			
<b>35730</b>						
06/12/2013	35730	David McQuinn	363.16	Sales Tax Refund for Purchase of	01-000-2341	363.16
Total 35730:			363.16			
<b>35731</b>						
06/12/2013	35731	Dennis Patterson	25.00	Pest Control	15-500-5035	25.00
06/12/2013	35731	Dennis Patterson	37.00	Pest Control	01-130-5035	37.00
06/12/2013	35731	Dennis Patterson	33.00	Pest Control	03-220-5035	33.00
06/12/2013	35731	Dennis Patterson	30.00	Pest Control	01-140-5035	30.00
06/12/2013	35731	Dennis Patterson	25.00	Pest Control	01-185-5035	25.00
06/12/2013	35731	Dennis Patterson	35.00	Pest Control	01-182-5035	35.00
Total 35731:			185.00			
<b>35732</b>						
06/12/2013	35732	Growers Oil Company	673.28	Auto Parts	03-220-5040	673.28
06/12/2013	35732	Growers Oil Company	26.79	Auto Parts	01-140-5025	26.79
06/12/2013	35732	Growers Oil Company	91.10	Auto Parts	16-550-5060	91.10
Total 35732:			791.17			
<b>35733</b>						
06/12/2013	35733	Lawrence C. King	4,120.97	Inv#2013-012: Interim Magistrate	01-150-5032	4,120.97
Total 35733:			4,120.97			
<b>35734</b>						
06/12/2013	35734	Lowes	271.16	Pesticide & Seed for Park Dept	01-180-5060	271.16
Total 35734:			271.16			
<b>35735</b>						
06/12/2013	35735	MRM Construction	800.00	Paid Off Account 1500-01 Refund	16-000-2241	800.00

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
Total 35735:			800.00			
<b>35736</b>						
06/12/2013	35736	Quartzsite Cap & Embroide	13.26	2- Work Shirts Embroidered for T.	03-220-5035	13.26
Total 35736:			13.26			
<b>35737</b>						
06/12/2013	35737	Road Runner Sanitary Sup	34.70	Janitorial Supplies	01-130-5034	34.70
06/12/2013	35737	Road Runner Sanitary Sup	62.61	Janitorial Supplies	01-140-5022	62.61
06/12/2013	35737	Road Runner Sanitary Sup	19.00	Janitorial Supplies	01-150-5034	19.00
06/12/2013	35737	Road Runner Sanitary Sup	18.99	Janitorial Supplies	01-160-5034	18.99
06/12/2013	35737	Road Runner Sanitary Sup	18.99	Janitorial Supplies	01-170-5034	18.99
06/12/2013	35737	Road Runner Sanitary Sup	18.99	Janitorial Supplies	03-220-5034	18.99
06/12/2013	35737	Road Runner Sanitary Sup	18.99	Janitorial Supplies	15-500-5034	18.99
06/12/2013	35737	Road Runner Sanitary Sup	18.99	Janitorial Supplies	16-550-5034	18.99
06/12/2013	35737	Road Runner Sanitary Sup	27.50	Janitorial Supplies	01-182-5034	27.50
06/12/2013	35737	Road Runner Sanitary Sup	59.24	Janitorial Supplies	01-180-5034	59.24
Total 35737:			298.00			
<b>35738</b>						
06/12/2013	35738	Tunnell, Larry	75.00	Medical Examiner Certificate/Rep	03-220-5035	75.00
Total 35738:			75.00			
<b>35739</b>						
06/12/2013	35739	Verizon Wireless	35.90	Cell Phone Service	01-160-5041	35.90
06/12/2013	35739	Verizon Wireless	93.54	Cell Phone Service	04-230-5041	93.54
06/12/2013	35739	Verizon Wireless	77.99	Cell Phone Service	01-130-5041	77.99
06/12/2013	35739	Verizon Wireless	30.49	Cell Phone Service	01-170-5041	30.49
06/12/2013	35739	Verizon Wireless	93.54	Cell Phone Service	01-180-5041	93.54
06/12/2013	35739	Verizon Wireless	89.05	Cell Phone Service	20-121-5041	89.05
06/12/2013	35739	Verizon Wireless	73.95	Cell Phone Service	03-220-5041	73.95
06/12/2013	35739	Verizon Wireless	79.25	Cell Phone Service	15-500-5041	79.25
06/12/2013	35739	Verizon Wireless	118.19	Cell Phone Service	16-550-5041	118.19
Total 35739:			691.90			
<b>35740</b>						
06/12/2013	35740	Visa	60.90	Dash Medical Gloves: Gloves for	01-140-5022	60.90
06/12/2013	35740	Visa	146.99	Sweetwater: Panic Button Muting	01-110-5060	146.99
06/12/2013	35740	Visa	352.64	Mountain State Nursery: Trees for	03-220-5029	352.64
06/12/2013	35740	Visa	600.93	KeyperSys: Key Control Device fo	01-140-5022	600.93
06/12/2013	35740	Visa	1,811.00	AEDS Today: Phillips HeartStart	50-208-5060	1,811.00
06/12/2013	35740	Visa	196.44	Visa: Credit Transferred to #5480	01-130-5053	196.44
06/12/2013	35740	Visa	25.00	Visa: Annual Fee	01-130-5051	25.00
06/12/2013	35740	Visa	115.00	1 Yr Membership for Judge King	01-150-5051	115.00
06/12/2013	35740	Visa	43.13	Commercial Upright Vacuum & Ac	01-130-5034	43.13
06/12/2013	35740	Visa	43.13	Commercial Upright Vacuum & Ac	01-140-5022	43.13
06/12/2013	35740	Visa	43.12	Commercial Upright Vacuum & Ac	01-150-5034	43.12
06/12/2013	35740	Visa	43.12	Commercial Upright Vacuum & Ac	01-170-5034	43.12
06/12/2013	35740	Visa	43.12	Commercial Upright Vacuum & Ac	03-220-5034	43.12
06/12/2013	35740	Visa	24.62	Party City: Table Skirts	01-130-5022	24.62
06/12/2013	35740	Visa	150.00	Az Supreme Court: Civil Traffic H	21-206-5043	150.00

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
06/12/2013	35740	Visa	307.14	Knox Company: Box 3200 Series	01-130-5022	307.14
06/12/2013	35740	Visa	325.95	Holiday Inn: R. Santos for Civil Tr	21-206-5043	325.95
06/12/2013	35740	Visa	25.00	Accident Dr LLC: Physical for CD	03-220-5035	25.00
06/12/2013	35740	Visa	432.04	Amazon: 4 Captain's Guest Chair	01-130-5070	432.04
06/12/2013	35740	Visa	49.94	Woman Within: Polo & Crewneck	03-220-5019	49.94
06/12/2013	35740	Visa	15.66	Pilot Subway: Luncheon Rate Dis	15-500-5053	15.66
06/12/2013	35740	Visa	15.66	Pilot Subway: Luncheon Rate Dis	16-550-5053	15.66
06/12/2013	35740	Visa	300.00	Amazon: 2 - Plantronic C50 Head	21-206-5060	300.00
06/12/2013	35740	Visa	98.18	Amazon: Porter Cable Cordless D	01-160-5060	98.18
06/12/2013	35740	Visa	29.93	Amazon: Computer Chair for Utilit	15-500-5021	29.93
06/12/2013	35740	Visa	29.94	Amazon: Computer Chair for Utilit	16-550-5021	29.94
06/12/2013	35740	Visa	105.83	Walmart: Printer Stand	01-130-5070	105.83
06/12/2013	35740	Visa	116.43	Amazon: Wall Mount Console She	01-140-5070	116.43
06/12/2013	35740	Visa	51.10	Amazon: Combo Petty Cash Box f	01-140-5021	51.10
06/12/2013	35740	Visa	33.16	Amazon: Powered Microphone for	01-140-5040	33.16
06/12/2013	35740	Visa	426.39	Costco: New Surveillance Camera	01-140-5040	426.39
06/12/2013	35740	Visa	589.36	Amazon: DVD's for the Library	10-102-5060	589.36
06/12/2013	35740	Visa	266.66	Thermal Receipt Printer for Front	01-130-5060	266.66
06/12/2013	35740	Visa	144.17	Thermal Receipt Printer for Utility	16-550-5060	144.17
06/12/2013	35740	Visa	144.17	Thermal Receipt Printer for Utility	15-500-5060	144.17
06/12/2013	35740	Visa	153.45	PBS: DVD's for the Library	10-102-5060	153.45
06/12/2013	35740	Visa	91.29	Solid Walnut Plaque w/Gavel P. A	01-110-5022	91.29
06/12/2013	35740	Visa	980.31	CDW-G: CPU & Wireless Adapter	01-130-5022	980.31
Total 35740:			8,038.02			
<b>35741</b>						
06/19/2013	35741	Arizona Rubber Co.	41.28	Mounting Compound for PW Dept	03-220-5040	41.28
Total 35741:			41.28			
<b>35742</b>						
06/19/2013	35742	Atkins	1,377.50	Love's Travel Ctr 1st Plan Review	01-160-5037	1,377.50
06/19/2013	35742	Atkins	3,842.50	Sleep Inn Plan Review - P&Z	01-160-5037	3,842.50
06/19/2013	35742	Atkins	2,471.98	David Bixler & Assoc - P&Z	01-160-5037	2,471.98
06/19/2013	35742	Atkins	2,864.09	Shay Oil/SubContractor Fee Davi	01-160-5037	2,864.09
06/19/2013	35742	Atkins	3,932.50	Minor Projects: ADEQ Submittals	15-500-5103	3,932.50
06/19/2013	35742	Atkins	7,951.89	Rate Consulting Summary - WWWT	15-500-5103	7,951.89
06/19/2013	35742	Atkins	3,407.95	Rate Consulting Summary - Water	16-550-5103	3,407.95
Total 35742:			25,848.41			
<b>35743</b>						
06/19/2013	35743	Connected Computer & Re	1,105.00	Repair, Transfer & Reload Compu	01-170-5038	1,105.00
06/19/2013	35743	Connected Computer & Re	628.98	Data Transfer, Sys Reload Comp	01-130-5035	628.98
06/19/2013	35743	Connected Computer & Re	125.00	Repair & Reinstall Software Furth	15-500-5040	125.00
06/19/2013	35743	Connected Computer & Re	125.00	Repair & Reinstall Software Furth	16-550-5040	125.00
Total 35743:			1,983.98			
<b>35744</b>						
06/19/2013	35744	Curtis, Goodwin, Sullivan,	11,625.17	Inv#18561-1 RE: General Council	01-120-5072	11,625.17
06/19/2013	35744	Curtis, Goodwin, Sullivan,	511.50	Inv#1856-4 RE: Utility Rates Servi	01-120-5072	511.50
06/19/2013	35744	Curtis, Goodwin, Sullivan,	30.36	Inv#1856-2 RE: Special Council S	01-120-5072	30.36
06/19/2013	35744	Curtis, Goodwin, Sullivan,	17.50	Inv#1856-3 RE: Special Council S	01-120-5072	17.50

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
Total 35744:			12,184.53			
<b>35745</b>						
06/19/2013	35745	Demco Inc.	584.37	Table & Chairs for kids at Children	01-170-5022	584.37
06/19/2013	35745	Demco Inc.	879.52	Head Phones, Shelf, Cushions, C	10-102-5060	879.52
Total 35745:			1,463.89			
<b>35746</b>						
06/19/2013	35746	Diamond Brooks Bottled W	18.45	Drinking Water	01-130-5035	18.45
06/19/2013	35746	Diamond Brooks Bottled W	18.45	Drinking Water	01-140-5035	18.45
06/19/2013	35746	Diamond Brooks Bottled W	18.45	Drinking Water	01-150-5035	18.45
06/19/2013	35746	Diamond Brooks Bottled W	18.45	Drinking Water	01-170-5035	18.45
Total 35746:			73.80			
<b>35747</b>						
06/19/2013	35747	Earth Networks, Inc	200.00	Weather Station Replacement par	01-130-5030	200.00
Total 35747:			200.00			
<b>35748</b>						
06/19/2013	35748	Empire Southwest	286.43	Alternator, Flipper Valve, 2Way Ai	03-220-5040	286.43
Total 35748:			286.43			
<b>35749</b>						
06/19/2013	35749	Everett's Towing	166.33	Inv#28922: Tow Svc to Impound	01-140-5025	166.33
06/19/2013	35749	Everett's Towing	100.00	Inv#29242: Tow Svc to Impound #	01-140-5025	100.00
Total 35749:			266.33			
<b>35750</b>						
06/19/2013	35750	Fedex	100.00	Shipment for Rubber Flooring for	01-130-5042	100.00
Total 35750:			100.00			
<b>35751</b>						
06/19/2013	35751	Fisher Scientific	111.50	Thermometer for WWTP	15-500-5052	111.50
Total 35751:			111.50			
<b>35752</b>						
06/19/2013	35752	GovDeals, Inc.	256.95	Fee for the Sale of 2005 Ford Tau	01-130-5035	256.95
06/19/2013	35752	GovDeals, Inc.	646.87	Fee for the Sale of 2006 Ford E-S	04-230-5035	646.87
06/19/2013	35752	GovDeals, Inc.	270.00	Fee for the Sale of 1991 Mobil M9	03-220-5035	270.00
06/19/2013	35752	GovDeals, Inc.	46.95	Fee for the Sale of 2001 Ford Eco	04-230-5035	46.95
06/19/2013	35752	GovDeals, Inc.	241.87	Fee for the Sale of 2005 Ford Tau	01-130-5035	241.87
Total 35752:			1,462.64			
<b>35753</b>						
06/19/2013	35753	Herbs Hardware, Inc.	507.40	Maintenance & Repair Parts	03-220-5040	507.40
06/19/2013	35753	Herbs Hardware, Inc.	336.05	Maintenance & Repair Parts	01-180-5060	336.05
06/19/2013	35753	Herbs Hardware, Inc.	18.93	Maintenance & Repair Parts	15-500-5060	18.93

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
06/19/2013	35753	Herbs Hardware, Inc.	16.14	Maintenance & Repair Parts	16-550-5060	16.14
06/19/2013	35753	Herbs Hardware, Inc.	43.34	Maintenance & Repair Parts	01-182-5060	43.34
Total 35753:			921.86			
<b>35754</b>						
06/19/2013	35754	Inland Builders Supply, Inc.	86.84	Inv#411301 PVC & Fittings for Pa	01-180-5060	86.84
Total 35754:			86.84			
<b>35755</b>						
06/19/2013	35755	Jamar Technologies Inc.	415.77	Vehicle Distant Counter & Power	16-550-5025	415.77
06/19/2013	35755	Jamar Technologies Inc.	48.77	Power Signal Cables for PW Dept	03-220-5040	48.77
Total 35755:			464.54			
<b>35756</b>						
06/19/2013	35756	LA Police Gear, Inc.	352.50	Medical Kits for Police Dept	01-140-5082	352.50
Total 35756:			352.50			
<b>35757</b>						
06/19/2013	35757	Law Office Of Fred H. Welc	150.00	Inv#3925: J. Bender TR-2012-102	01-150-5074	150.00
06/19/2013	35757	Law Office Of Fred H. Welc	150.00	Inv#3928: S. Brown CR-2012-011	01-150-5074	150.00
06/19/2013	35757	Law Office Of Fred H. Welc	150.00	Inv#3929: W. Celaya CR-2013-00	01-150-5074	150.00
06/19/2013	35757	Law Office Of Fred H. Welc	150.00	Inv#3931: T. Clarey CR-2013-004	01-150-5074	150.00
06/19/2013	35757	Law Office Of Fred H. Welc	225.00	Inv#3939: R. Duckworth CR-2012	01-150-5074	225.00
06/19/2013	35757	Law Office Of Fred H. Welc	225.00	Inv#3963: B. Maddock CR-2013-0	01-150-5074	225.00
06/19/2013	35757	Law Office Of Fred H. Welc	300.00	Inv#3967: P. Martinez CR-2012-0	01-150-5074	300.00
06/19/2013	35757	Law Office Of Fred H. Welc	225.00	Inv#3973: C. McDonald TR-2008-	01-150-5074	225.00
06/19/2013	35757	Law Office Of Fred H. Welc	150.00	Inv#3977: G. Dean Nix CR-2013-	01-150-5074	150.00
06/19/2013	35757	Law Office Of Fred H. Welc	150.00	Inv#3979: J. Perrin CR-2012-0062	01-150-5074	150.00
06/19/2013	35757	Law Office Of Fred H. Welc	150.00	Inv#3984: J. Rojano TR-2012-085	01-150-5074	150.00
06/19/2013	35757	Law Office Of Fred H. Welc	150.00	Inv#3988: T. Simonton TR-2013-0	01-150-5074	150.00
06/19/2013	35757	Law Office Of Fred H. Welc	375.00	Inv#3990: T. Springhart TR-2013-	01-150-5074	375.00
Total 35757:			2,550.00			
<b>35758</b>						
06/19/2013	35758	Lawson Products, Inc.	17.95	Power Bit T-Handles for PW Dept	03-220-5040	17.95
Total 35758:			17.95			
<b>35759</b>						
06/19/2013	35759	Legend Technical Services	209.70	monthly APP/AZPDES for WWTP	15-500-5039	209.70
Total 35759:			209.70			
<b>35760</b>						
06/19/2013	35760	Milligan Lawless, P.C.	112.00	Personnel Advisory Board Throug	01-120-5072	112.00
Total 35760:			112.00			
<b>35761</b>						
06/19/2013	35761	Petty Cash	11.28	Water for Meetings	01-130-5022	11.28
06/19/2013	35761	Petty Cash	30.64	Postage	01-130-5042	30.64

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
06/19/2013	35761	Petty Cash	39.79	Lunch with town Mgr	01-130-5053	39.79
06/19/2013	35761	Petty Cash	16.42	File Boxes & Germ X	01-140-5021	16.42
06/19/2013	35761	Petty Cash	7.97	Postage	01-140-5042	7.97
06/19/2013	35761	Petty Cash	11.06	Picture Frames for Fair Booth	01-145-5022	11.06
06/19/2013	35761	Petty Cash	4.16	Office Supplies	01-160-5022	4.16
06/19/2013	35761	Petty Cash	11.19	Postage to Mail Books	01-170-5042	11.19
06/19/2013	35761	Petty Cash	105.86	Electric Prunner & Blade	01-180-5060	105.86
06/19/2013	35761	Petty Cash	20.00	Gas for Training in Kingman	04-230-5043	20.00
06/19/2013	35761	Petty Cash	24.00	2 Graphic Pensparking Slips for AI	04-230-5043	24.00
06/19/2013	35761	Petty Cash	9.79	Cleaning Supplies for Van	04-230-5034	9.79
06/19/2013	35761	Petty Cash	53.38	2 Graphic Pensluncheon Mtg with	15-500-5053	53.38
06/19/2013	35761	Petty Cash	10.00	Tank Test	15-500-5035	10.00
06/19/2013	35761	Petty Cash	10.00	Training Class in Havasu for W. S	03-220-5043	10.00
06/19/2013	35761	Petty Cash	27.00	Election Challenge	01-110-5035	27.00
06/19/2013	35761	Petty Cash	25.00	Physical for R. Troxler	15-500-5035	25.00
06/19/2013	35761	Petty Cash	8.00	Titles for HURF Trucks	03-220-5035	8.00
06/19/2013	35761	Petty Cash	48.15	Short in Cash Drawer	01-000-4101	48.15
06/19/2013	35761	Petty Cash	25.24	Dry Wall Anchors for QPD	01-140-5060	25.24
06/19/2013	35761	Petty Cash	16.85	Office Supplies for QPD	01-140-5021	16.85
06/19/2013	35761	Petty Cash	8.02	Janitorial Supplies for QPD	01-140-5034	8.02
06/19/2013	35761	Petty Cash	25.45	Postage for Return Items for QPD	01-140-5042	25.45
06/19/2013	35761	Petty Cash	60.00	Window Tint on 2004 Expedition	01-140-5025	60.00
Total 35761:			609.25			
<b>35762</b>						
06/19/2013	35762	Pitney Bowes Inc	674.05	Postal Meter Rental	01-130-5038	674.05
Total 35762:			674.05			
<b>35763</b>						
06/19/2013	35763	Quill Corporation	181.84	Office Supplies for Magistrate Cou	01-150-5053	181.84
06/19/2013	35763	Quill Corporation	219.29	Office Supplies for Admin	01-130-5053	219.29
06/19/2013	35763	Quill Corporation	5.86	Office Supplies for Recreation	01-185-5021	5.86
06/19/2013	35763	Quill Corporation	2.72	Office Supplies for Utilities Dept	16-550-5021	2.72
06/19/2013	35763	Quill Corporation	136.07	Office Supplies for P&Z	01-160-5051	136.07
06/19/2013	35763	Quill Corporation	15.65	Name Plate "Mary Scott"	01-110-5022	15.65
06/19/2013	35763	Quill Corporation	55.48	Fan for PW Dept	03-220-5022	55.48
06/19/2013	35763	Quill Corporation	48.95	APC Battery Replacement Crtgd	01-130-5040	48.95
Total 35763:			665.86			
<b>35764</b>						
06/19/2013	35764	Road Runner Sanitary Sup	17.38	Janitorial Supplies	01-130-5034	17.38
06/19/2013	35764	Road Runner Sanitary Sup	3.76	Janitorial Supplies	01-140-5034	3.76
06/19/2013	35764	Road Runner Sanitary Sup	17.38	Janitorial Supplies	01-150-5034	17.38
06/19/2013	35764	Road Runner Sanitary Sup	17.38	Janitorial Supplies	01-170-5034	17.38
06/19/2013	35764	Road Runner Sanitary Sup	17.38	Janitorial Supplies	03-220-5034	17.38
06/19/2013	35764	Road Runner Sanitary Sup	17.38	Janitorial Supplies	15-500-5034	17.38
06/19/2013	35764	Road Runner Sanitary Sup	17.38	Janitorial Supplies	16-550-5034	17.38
Total 35764:			108.04			
<b>35765</b>						
06/19/2013	35765	Rush Signs	96.00	Signs Placed in Front of Town Hal	01-130-5035	96.00
06/19/2013	35765	Rush Signs	96.00	Signs Placed in Front of Town Hal	15-500-5053	96.00

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
06/19/2013	35765	Rush Signs	96.00	Signs Placed in Front of Town Hal	16-550-5053	96.00
06/19/2013	35765	Rush Signs	96.00	Signs Placed in Front of Town Hal	01-170-5035	96.00
06/19/2013	35765	Rush Signs	96.00	Signs Placed in Front of Town Hal	01-150-5035	96.00
06/19/2013	35765	Rush Signs	60.00	Signs Placed in Front of Town Hal	01-140-5053	60.00
Total 35765:			540.00			
<b>35766</b>						
06/19/2013	35766	Tamco Capital Corp.	53.01	Phone Services	01-110-5041	53.01
06/19/2013	35766	Tamco Capital Corp.	53.01-	Phone Services	V 01-110-5041	53.01-
06/19/2013	35766	Tamco Capital Corp.	371.13	Phone Services	01-130-5041	371.13
06/19/2013	35766	Tamco Capital Corp.	371.13-	Phone Services	V 01-130-5041	371.13-
06/19/2013	35766	Tamco Capital Corp.	159.13	Phone Services	01-135-5041	159.13
06/19/2013	35766	Tamco Capital Corp.	159.13-	Phone Services	V 01-135-5041	159.13-
06/19/2013	35766	Tamco Capital Corp.	583.35	Phone Services	01-140-5041	583.35
06/19/2013	35766	Tamco Capital Corp.	583.35-	Phone Services	V 01-140-5041	583.35-
06/19/2013	35766	Tamco Capital Corp.	212.18	Phone Services	01-150-5041	212.18
06/19/2013	35766	Tamco Capital Corp.	212.18-	Phone Services	V 01-150-5041	212.18-
06/19/2013	35766	Tamco Capital Corp.	159.13	Phone Services	01-160-5041	159.13
06/19/2013	35766	Tamco Capital Corp.	159.13-	Phone Services	V 01-160-5041	159.13-
06/19/2013	35766	Tamco Capital Corp.	159.13	Phone Services	01-170-5041	159.13
06/19/2013	35766	Tamco Capital Corp.	159.13-	Phone Services	V 01-170-5041	159.13-
06/19/2013	35766	Tamco Capital Corp.	106.07	Phone Services	01-185-5041	106.07
06/19/2013	35766	Tamco Capital Corp.	106.07-	Phone Services	V 01-185-5041	106.07-
06/19/2013	35766	Tamco Capital Corp.	159.13	Phone Services	03-220-5041	159.13
06/19/2013	35766	Tamco Capital Corp.	159.13-	Phone Services	V 03-220-5041	159.13-
06/19/2013	35766	Tamco Capital Corp.	53.01	Phone Services	15-500-5041	53.01
06/19/2013	35766	Tamco Capital Corp.	53.01-	Phone Services	V 15-500-5041	53.01-
06/19/2013	35766	Tamco Capital Corp.	159.13	Phone Services	16-550-5041	159.13
06/19/2013	35766	Tamco Capital Corp.	159.13-	Phone Services	V 16-550-5041	159.13-
06/19/2013	35766	Tamco Capital Corp.	53.01	Phone Services	01-110-5041	53.01
06/19/2013	35766	Tamco Capital Corp.	53.01-	Phone Services	V 01-110-5041	53.01-
06/19/2013	35766	Tamco Capital Corp.	371.13	Phone Services	01-130-5051	371.13
06/19/2013	35766	Tamco Capital Corp.	371.13-	Phone Services	V 01-130-5051	371.13-
06/19/2013	35766	Tamco Capital Corp.	159.13	Phone Services	01-135-5041	159.13
06/19/2013	35766	Tamco Capital Corp.	159.13-	Phone Services	V 01-135-5041	159.13-
06/19/2013	35766	Tamco Capital Corp.	583.35	Phone Services	01-140-5041	583.35
06/19/2013	35766	Tamco Capital Corp.	583.35-	Phone Services	V 01-140-5041	583.35-
06/19/2013	35766	Tamco Capital Corp.	212.18	Phone Services	01-150-5041	212.18
06/19/2013	35766	Tamco Capital Corp.	212.18-	Phone Services	V 01-150-5041	212.18-
06/19/2013	35766	Tamco Capital Corp.	159.13	Phone Services	01-160-5041	159.13
06/19/2013	35766	Tamco Capital Corp.	159.13-	Phone Services	V 01-160-5041	159.13-
06/19/2013	35766	Tamco Capital Corp.	159.13	Phone Services	01-170-5041	159.13
06/19/2013	35766	Tamco Capital Corp.	159.13-	Phone Services	V 01-170-5041	159.13-
06/19/2013	35766	Tamco Capital Corp.	106.07	Phone Services	01-185-5041	106.07
06/19/2013	35766	Tamco Capital Corp.	106.07-	Phone Services	V 01-185-5041	106.07-
06/19/2013	35766	Tamco Capital Corp.	159.13	Phone Services	03-220-5041	159.13
06/19/2013	35766	Tamco Capital Corp.	159.13-	Phone Services	V 03-220-5041	159.13-
06/19/2013	35766	Tamco Capital Corp.	53.01	Phone Services	15-500-5041	53.01
06/19/2013	35766	Tamco Capital Corp.	53.01-	Phone Services	V 15-500-5041	53.01-
06/19/2013	35766	Tamco Capital Corp.	159.13	Phone Services	16-550-5041	159.13
06/19/2013	35766	Tamco Capital Corp.	159.13-	Phone Services	V 16-550-5041	159.13-
Total 35766:			.00			

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
<b>35767</b>						
06/19/2013	35767	Usa Blue Book	443.47	Float Switch for WWTP	15-500-5091	443.47
Total 35767:			<u>443.47</u>			
<b>35768</b>						
06/19/2013	35768	West Payment Center	215.33	Inv#827341969 West Law Info Ch	01-120-5051	215.33
06/19/2013	35768	West Payment Center	215.33	Inv#827341969 West Law Info Ch	01-150-5051	215.33
Total 35768:			<u>430.66</u>			
<b>35769</b>						
06/19/2013	35769	Yuma Winnelson Co.	831.60	Main Valve Rubber Seals for Wat	16-550-5091	831.60
06/19/2013	35769	Yuma Winnelson Co.	831.60-	Main Valve Rubber Seals for Wat V	16-550-5091	831.60-
06/19/2013	35769	Yuma Winnelson Co.	6,070.40	Badger ReadCenter Data Softwar	16-550-5032	6,070.40
06/19/2013	35769	Yuma Winnelson Co.	6,070.40-	Badger ReadCenter Data Softwar V	16-550-5032	6,070.40-
06/19/2013	35769	Yuma Winnelson Co.	6,070.40	Badger ReadCenter Data Softwar	16-550-5032	6,070.40
06/19/2013	35769	Yuma Winnelson Co.	6,070.40-	Badger ReadCenter Data Softwar V	16-550-5032	6,070.40-
06/19/2013	35769	Yuma Winnelson Co.	831.60	Main Valve Rubber Seals for Wat	16-550-5091	831.60
06/19/2013	35769	Yuma Winnelson Co.	831.60-	Main Valve Rubber Seals for Wat V	16-550-5091	831.60-
Total 35769:			<u>.00</u>			
<b>35770</b>						
06/19/2013	35770	Tamco Capital Corp.	53.01	Phone Services	01-110-5041	53.01
06/19/2013	35770	Tamco Capital Corp.	371.13	Phone Services	01-130-5051	371.13
06/19/2013	35770	Tamco Capital Corp.	159.13	Phone Services	01-135-5041	159.13
06/19/2013	35770	Tamco Capital Corp.	583.35	Phone Services	01-140-5041	583.35
06/19/2013	35770	Tamco Capital Corp.	212.18	Phone Services	01-150-5041	212.18
06/19/2013	35770	Tamco Capital Corp.	159.13	Phone Services	01-160-5041	159.13
06/19/2013	35770	Tamco Capital Corp.	159.13	Phone Services	01-170-5041	159.13
06/19/2013	35770	Tamco Capital Corp.	106.07	Phone Services	01-185-5041	106.07
06/19/2013	35770	Tamco Capital Corp.	159.13	Phone Services	03-220-5041	159.13
06/19/2013	35770	Tamco Capital Corp.	53.01	Phone Services	15-500-5041	53.01
06/19/2013	35770	Tamco Capital Corp.	159.13	Phone Services	16-550-5041	159.13
Total 35770:			<u>2,174.40</u>			
<b>35771</b>						
06/19/2013	35771	Yuma Winnelson Co.	831.60	Main Valve Rubber Seals for Wat	16-550-5091	831.60
06/19/2013	35771	Yuma Winnelson Co.	6,070.40	Badger ReadCenter Data Softwar	16-550-5032	6,070.40
Total 35771:			<u>6,902.00</u>			
Grand Totals:			<u>78,246.05</u>			
Grand Totals:			<u>114,944.53</u>	<u>114,944.53-</u>		<u>.00</u>

Report Criteria:

Report type: GL detail  
Check.Check Number = 35712-35772

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## TOWN OF QUARTZSITE

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### **SPECIAL COUNCIL MEETING**

Wednesday, June 26, 2013

- Agenda Item #2** Consider approvals of the Minutes of the Special Meeting of June 7, 2013, the Regular Meeting of June 11, 2013 and the Work Session of June 18, 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 of the Special Meeting of June 7, 2013, the Regular Meeting of June 11, 2013 and the Work Session of June 18, 2013.
- Action Requested:** **Approve the Minutes of June 7, 2013, June 11, 2013 and June 18, 2013.**

**MINUTES  
TOWN OF QUARTZSITE  
SPECIAL MEETING OF THE COMMON COUNCIL  
FRIDAY, JUNE 7, 2013, 9:00 AM**

**CALL TO ORDER:**

9:00 AM by Mayor Foster

**INVOCATION:**

none

**PLEDGE OF ALLEGIANCE:**

led by Council Member Orgeron

**ROLL CALL:**

Mayor Foster, present; Vice Mayor Jewitt, present; Council Member Kelley, present; Council Member Crooks, present; Council Member Workman, present; Council Member Orgeron, present; Council Member Scott, present

**ABSENT:** none

**STAFF PRESENT:** Laura Bruno, Town Manager; Patricia Ronan, Town Attorney; Kelly Schwab, Town Attorney and Tina Abriani, Secretary

**APPROVAL/AMENDMENT OF AGENDA:**

The Mayor moved to amend the Agenda to open Items 1 and 2 to public discussion and Council Member Workman seconded the motion. The vote was unanimous, all in favor, motion passed.

Vice Mayor Jewitt moved to approve the agenda as amended. Carol Kelley and Norma Crooks simultaneously seconded the motion. The vote was unanimous, all in favor, motion passed.

**ADMINISTRATIVE ITEMS:**

1. Consider adoption of a resolution approving the form and authorizing the execution and delivery of a loan agreement with the Water Infrastructure Finance Authority of Arizona; delegating the determination of certain matters relating thereto to the Town Manager and declaring an emergency.

Vice Mayor Jewitt moved to approve the item as stated. Council Member Carol Kelley seconded the motion. Council Member Orgeron said it must be discussed fully.

Council Member Scott asked for clarification. She asked if the million being discussed was approved back in June of 2009 and now discussion is talking about refinancing that million. Town Manager Laura Bruno stated that was correct.

Kevin Murphy, the Town Engineer explained the energy savings and the need to repair the system. It will double the capacity of the plant. ADEQ is not approving any further development until we do something. This begins addressing our deferred maintenance needs.

Council Member Kelley asked the Town Manager to explain how the Town will repay the loan. The USDA loan will be repaid over a period of 40 years. The WIFA loan will be paid back over a period of 20 years.

Jenny Mills welcomed Mary Scott. She owns Al's RV Park and is a full time resident of Quartzsite. She asked why the proposed hotel cannot receive services. Council Member Orgeron explained that without expansion services to this new business cannot be rendered. The Town Manager Laura Bruno explained further that the state, ADEQ, will not grant permission without expansion to cover new services.

Carolyn Guthrie spoke regarding capacity. She stated that the Town does not have the capacity for new business right now.

Mr. Lukkasson, business owner, spoke regarding the Town's capacity for new businesses.

Jennifer Jones, Quartzsite resident, related the history of the problem with the sewer.

Starr BearCat said she does not have an issue with the loan. She believes that the system has to be expanded. Her issue is the emergency aspect of the resolution. She thinks this will allow for circumvention of legal issues due to the emergency nature. She does not believe the Town Manager should have the authority to approve and sign a contract of such magnitude.

Herman Konyen said the word emergency is a very serious word. He thinks businesses may shy away due to an emergency.

Mr. Darryl Crooks stated when you get under an EPA order you will stop doing everything and anything.

Attorney Kelly Schwab explained the Council's approval will be approval of the contract with WIFA for the loan. The Town Manager is delegated administrative authority to carry out the direction of Council to enter into agreement, nothing more. The word emergency was used in the resolution to protect the Town so that it can get a good interest rate. This was requested by WIFA itself.

Council Member Scott stated she was glad the clarification of the Town Manager's authority in this matter is on the record.

The Mayor stated that he is not really sold that this is the best way to do this. The RV Parks and restaurants will pay more and will struggle more.

The Mayor called for a Roll Call Vote: Mayor Foster, nay; Vice Mayor Jewitt, aye; Council Member Kelley, aye; Council Member Workman, nay; Council Member Scott, aye; Council Member Crooks, aye; Council Member Orgeron, aye. The ayes were greater and the resolution passes. (summary: aye=5 and nay=2)

Vice Chairman Jewitt moved to approve the resolution as presented without the emergency clause. Council Member Crooks seconded the motion. The Mayor called for a roll call vote to approve the resolution without the emergency clause. Roll Call Vote: Mayor Foster, nay; Vice Mayor Jewitt, aye; Council Member Kelley, aye; Council Member Crooks, aye; Council Member Workman, nay; Council Member Orgeron, aye; Council Member Scott, aye. The ayes were greater and the resolution passes without the emergency clause. (summary: aye=5 and nay=2)

2. Consideration and adoption of a Notice of Intent to Increase Wastewater Fees and Service Charges and setting a public hearing on the proposed increases.

Vice Mayor Jewitt moved to adopt the Notice of Intent to Increase Wastewater Fees and Service Charges and set a public hearing on the proposed increase for August 13, 2013. Council Member Crooks seconded the motion.

Council Member Scott asked why this has to be done in August. She believes the Town would show better faith and have there not be an appearance of impropriety to wait until everyone gets back so everyone can have a say in this.

Carolyn Guthrie said if the Town waits for the snowbirds this will never happen.

Starr BearCat suggested contributing equally to the sewer system, as in a layaway for those who do not have sewer yet, to expand the sewer system. She wants everyone in town to pay their fair share.

Town Manager Laura Bruno said legally we cannot do that.

Jenny Mills asked how much revenue will be brought in from the rate increase from now to the change. The Town Manager stated the answer is approximately \$110,000 between July 1st and the 1st of October.

Jennifer Jones related more history of the sewer problem.

The Mayor called for the vote and to have the motion read. The Town Manager read: the request from staff is that the Council adopt the Notice of Intent to Increase Wastewater Fees and Service Charges and set a public hearing on the proposed increases for August 13<sup>th</sup> of 2013.

The vote was unanimous, all ayes. The motion passed.

The Mayor called the meeting recessed for five minutes at 10:26 AM.

**MEETING RECONVENED:**

10:40 AM

The Mayor adjourned the Special Council meeting and reconvened as a Work Session on the budget discussion.

**WORK SESSION:**

Discussion on the Fiscal Year 2013 – 2014 proposed department budgets for the Town of Quartzsite.

Town Manager Laura Bruno displayed a PowerPoint presentation regarding the parts of the budget for the 2013-2014 year.

Discussion ensued.

Tuesday, June 18, 2013, is the next scheduled proposed budget discussion.

**ADJOURNMENT:**

11:58 AM

**CERTIFICATION:**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of June 7, 2013, of the Town Council of Quartzsite, Arizona, held on June 7, 2013.

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

DATED this 26<sup>th</sup> day of June 2013.

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Terry Frausto, Town Clerk

On behalf of the Common Council

Approved:

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Ed Foster, Mayor

**MINUTES  
TOWN OF QUARTZSITE  
REGULAR MEETING OF THE COMMON COUNCIL  
TUESDAY, JUNE 11, 2013, 9:00 AM**

**CALL TO ORDER:** 9:00 AM  
by Mayor Foster

**INVOCATION:**  
Jennifer Jones said a prayer.

**PLEDGE OF ALLEGIANCE:**  
Led by Council Member Orgeron

**ROLL CALL:**  
Mayor Foster, present; Vice Mayor Jewitt, present; Council Member Kelley, present;  
Council Member Crooks, present; Council Member Workman, present; Council Member  
Orgeron, present; Council Member Scott

**ABSENT:** none

**STAFF PRESENT:** Town Manager Laura Bruno; Patricia Ronan, Town Attorney; Tina  
Abriani, Secretary

**APPROVAL/AMENDMENT OF AGENDA:**  
Council Member Kelley noted an error in the Minutes of May 24, 2013 Work Session:  
the bottom portion lists December 2013, rather than June 2013. To be corrected by  
staff.  
Vice Mayor Jewitt moved to approve the agenda as amended and Council Member  
Kelley seconded the motion. The Mayor called for a vote. The vote was unanimously in  
favor. The motion passed.

**PRESENTATIONS; PROCLAMATIONS:**  
none

**CONSENT AGENDA:**  
Vice Mayor Jewitt moved to approve the Consent Agenda as amended. Council  
Member Kelley seconded the motion.  
Council Member Scott requested that the check in the amount of \$36,939.80 be  
removed from the Consent Agenda, as well as the Minutes of May 28, 2013.  
Vice Mayor Jewitt removed his motion to approve the consent agenda as did Council  
Member Kelley remove her second.  
Council Member Workman requested that check #35705 be removed from the Consent  
Agenda.  
Vice Mayor Jewitt moved to approve the consent agenda with the amendments as  
proposed by Council Person Scott, Workman and Kelley.  
The Mayor called for a vote. The vote was unanimous. The motion passed.

Town Manager Bruno advised Council Member Scott that this was the settlement for the Prutch v. Town of Quartzsite.

Council Member Scott had a question regarding the minutes for Tuesday, May 28, 2013. The question was answered by Town Attorney Ronan

Council Member Workman asked about the buffer for CDs. The Town Manager advised that the Library needed this to remove scratches and wear on the CDs, rather than replacing them.

Council Member Kelley noted an error on the May 24, 2013 Minutes, it is dated December 2013. Town Manager Bruno stated that staff will make that correction.

The Mayor to approve the excluded agenda items as presented and Vice Mayor Jewitt seconded the motion.

The Town Attorney recommended that the motion also clarify that you are approving the modification of the minutes as proposed by Council Member Kelley.

The Mayor withdrew his motion.

Vice Mayor Jewitt withdrew his second.

The Mayor moved to approve the Consent Agenda items as modified by Councilman Kelley and discussed at the Council Meeting.

Vice Mayor Jewitt seconded that motion. The vote was unanimously in favor and the motion passed.

**ADMINISTRATIVE ITEMS:**

3. VENDOR FEE – Consider official Town support for a Grand Gathering Event scheduled for March 6-9, 2014, and approval of a one-day special event fee of \$5 for participating vendors of the Event.

Town Manager Bruno said Item #3 is a request from the Quartzsite Improvement Association and the Proud Neighbors of Quartzsite, along with other organizations who are organizing a Grand Gathering Event to be held March 6-9, 2014.

The event is an attempt to set a record of grandparents and great grandparents in attendance and the folks that are involved with this have asked the Town for two things.

They have asked that the Town consider a reduction of the Special Event fee for vendors, which is \$15, to consider reducing that to a \$5 for one day fee and that the Town consider declaring official support for the Grand Gathering event.

Vice Mayor Jewitt moved that the Town permit a special one day permit fee of \$5 for the Grand Gathering event.

The Mayor asked that the motion be held until the presenters were heard.

Vice Mayor Jewitt withdrew his motion.

Shanana 'Rain' GoldenBear and Monica Timberlake, representing Proud Neighbors of Quartzsite and the Quartzsite Improvement Association (QIA), spoke regarding the Grand Gathering. They stated that it was John Hendrix that had the vision to bring more visitors to Quartzsite. The event will attract more grandparents and great grandparents than are already here. A lot of organizations have already agreed to participate.

On Saturday, there will be a Senior Fair, or Senior Services Fair at the park. A D.J. from Sirius Radio will be there to promote the Quartzsite event. Mark Goldberg found around six hundred parking spaces. They will be looking for sponsors in Town and from lots of major corporations. The event will have entertainment, a show and more than one bingo at the QIA, a Library event – a book sale, dances at the Senior Center and a

jamboree at the park on Friday night. It is a combined effort to put Quartzsite in a positive light.

The requested permit is only for the Saturday event at the Park.

Council Member Scott asked for clarification and received it from Rain.

Vice Mayor Jewitt moved to approve a special one day vending permit for the sum of five dollars to be valid only for Saturday, March 8, 2014 and only for those vendors who only vend on that day at this event.

The Mayor stated he would like to amend that motion. He stated that he would like to move that for this one day event that any community non-profit organization that is participating, that the Town waive the fee for that.

Vice Mayor Jewitt amended his motion to include that amendment.

Council Member Workman seconded the motion.

Vice Mayor Jewitt amended his motion to include a message of support for this function from the Town.

Council Member Workman seconded that motion.

Jennifer Jones suggested an amendment to the Town Code, Chapter 8, Section 1, to include in the single day event fee, anyone who comes into Town to vend for one day or for a one day event.

Council Member Kelley said we need this event and we need to promote our town.

The Mayor called for the vote. All were in favor of approving the one day permit and exclusions mentioned and a declaration of support from the Town. The motion passed.

4. MEMORANDUM OF UNDERSTANDING – Discussion and possible action regarding a modification of the annual lease payments provided by the Memorandum of Understanding between the Town of Quartzsite, AZ and the Educational Options Foundation.

Council Member Orgeron stated he would like to recuse himself for this item as Ed Options is his employer.

Council Member Kelley asked for this to help the community. It will be a draw to the town. The town needs a high school. The children need to stay in town to learn, not to be sent to another town to attend school.

The Mayor moved to adjourn this to the next regular council meeting and that the Council ask that Mr. Duran appear before the Council to answer questions; an update as it were, on what the school is doing and what its plans are. The Mayor stated he understands that when he came here last year he was in the middle of a controversy, everything was in turmoil and right now he should have a grasp of where they're at and where they're going and what's going on. The Mayor would just like a community update as part of this process.

Vice Mayor Jewitt seconded that motion. The Mayor stated that it had been moved and seconded to adjourn this matter to the next regular council meeting. The vote was unanimous. The motion passed.

#### **EXECUTIVE SESSION: 9:40 AM**

The Town Attorney explained that the first bullet point contains a typo and will not be discussed. The very first paragraph and the second bullet point will be discussed.

The mayor moved to adjourn this meeting to executive session.

Vice Mayor Jewitt seconded the motion. The vote was all in favor. The motion passed.

**OPEN SESSION:** 10:10 AM

Regular meeting called back to order.

Mayor Foster, present; Vice Mayor Jewitt, present; Council Member Kelley, present; Council Member Crooks, present; Council Member Workman, present; Council Member Orgeron, present; Council Member Scott, present.

6. EMPLOYEMNT CONTRACT – Consider approval of an employment contract with Amanda Lilly for the position of Quartzsite Municipal Court Judge and direct the Mayor to sign the contract on behalf of the Town.

Vice Mayor Jewitt moved to approve the contract as presented with Amanda Lilly for the position of Quartzsite Municipal Court Judge and that the Council direct the Mayor to sign the contract. The motion was seconded by Council Member Crooks. The vote was all in favor, no opposed. The motion passed.

7. Announcements and Reports from the MAYOR on current events.

None

8. Announcements and Reports from the COUNCIL on current events.

Council Member Kelley stated she provided hand-outs at the back of the room. She stated, "Again, we have made a first in La Paz County, we are known as the most 'aged.'" She went on to say: the poorest, underpaid people in the state. She said, "We have the oldest population and now we have the most ... of being the most underfed in Arizona." She said this is a report that was sent to her by Yuma. She said the Food Bank is in dire need of food for the people.

9. Reports from the Town Manager to the Council.

Town Manager Laura Bruno spoke regarding a Joint Work Session of the Town Council and the Council's Advisory Bodies regarding open meeting laws.

**COMMUNICATIONS:**

Carol Callison, owner and operator of the Stage Coach Motel, read aloud a letter regarding the Mayor and Council Member Workman going to the La Paz County Health Department.

Mayor Foster said due to questions from the community, a constituent's concern, he went to La Paz Health Department and looked into it.

Jennifer Jones wanted to thank Mayor Foster and Council Member Workman for addressing her concerns regarding the Stage Coach.

Starr BearCat spoke regarding the football park and the dog park.

Chester MacWarden, resident of Rainbow Acres, commented on the fact that the Mayor went to the Health Department. The Mayor explained that he merely went to answer questions.

**ADJOURNMENT:**

Adjourned 10:20 AM

**CERTIFICATION:**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of June 11, 2013, of the Town Council of Quartzsite, Arizona, held on June 11, 2013.

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

DATED this 26<sup>th</sup> day of June, 2013.

\_\_\_\_\_  
Terry Frausto, Town Clerk

On behalf of the Common Council

Approved:

\_\_\_\_\_  
Ed Foster, Mayor

DRAFT

**MINUTES  
TOWN OF QUARTZSITE  
WORKSESSION OF THE COMMON COUNCIL  
TUESDAY, JUNE 18, 2013, 9:00 AM**

**CALL TO ORDER:**

9:00 AM

**INVOCATION:**

No Invocation

**PLEDGE OF ALLEGIANCE:**

Led by Council Member Orgeron

**ROLL CALL:**

**Present:** Mayor Foster, Vice Mayor Jewitt, Council Member Crooks, Council Member Workman, Council Member Orgeron and Council Member Scott.

**ABSENT:** Council Member Kelley

**STAFF PRESENT:**

Laura Bruno – Town Manager, Terry Frausto – Town Clerk, Emmitt Brinkerhoff – Public Works, Oscar Cruz - Water Dept., Jeff Gilbert – Police Chief, Billie Fowler – Library, Yesenia Jackson - Recreation and Steve Henrichs – Community Development

Motion: to adjourn this work session until after preparation. Moved by Mayor Foster and seconded by Council Member Workman. Call for the vote: Four (4) opposed, Two (2) in favor. Motion failed.

**WORKSESSION:**

Discussion on the Fiscal Year 2013-2014 proposed department budgets for the Town of Quartzsite.

Laura Bruno spoke regarding the last two work sessions, the Grants portion and the Special Projects portion of the budget.

Update on the possibility of a start of a dog park.

Two elements in the Cemetery were deleted from the budget (the Kofa entrance improvement and the beautification of the Veterans' Memorial area.

Grant Funds from this year or the year to come are listed.

Review of Library Funds

Review of ADOT Grant Funds

Review of USDA Grant Funds

Review of the CDBG Funds

Recap of what was discussed in the last few sessions.

Chief Gilbert spoke on the need to have four new cars. He reviewed the condition of the officers' cars and the amount of money spent on vehicle repair. He made a review of the lease purchase plan.

Council Member Orgeron asked how many quotes had been gotten. Chief Gilbert said he has two and is waiting on a third.

Council Member Scott asked if the lease would cover general repairs of the cars. Chief Gilbert said the lease will cover whatever the manufacturer's warranty covers.

Council Member Scott asked why the county has more miles on their cars before replacing them. Chief Gilbert explained the number of idle hours on the vehicle, the terrain they are driven in and other factors.

Council Member Orgeron asked if the admin. vehicle was usable by the officers. Chief Gilbert stated it is adequate.

Mayor Foster asked about the payouts at the end of the leases. Chief Gilbert said he thinks it is a one dollar buy out.

Council Member Orgeron asked about the vehicles for auction. Chief Gilbert said they are still waiting for the auto shop to take the emergency equipment and license plates off of them.

Council Member Orgeron asked if the admin. vehicle was used when a patrol car is out of service. Chief Gilbert said the admin. vehicle is not patrol equipped.

Council Member Orgeron asked how many vehicles were used at one time. Chief Gilbert said there will be three in use at one time.

Chief Gilbert stated that only certain vehicles were fully equipped.

Council Member Scott asked about the reuse of equipment on old vehicles. Chief Gilbert said the auto shop mechanic does the work and some equipment is reusable.

Laura Bruno reviewed the Transit Services Budget.

Laura Bruno reviewed the HURF funds.

Laura Bruno reviewed enterprise funds for water and wastewater.

Laura Bruno reviewed the budget's components.

Laura Bruno stated that in discussions with the insurance company, if the Town continues the way it has been, the Town will likely see a decrease in premiums next January. If that is the case, they anticipate the premiums will probably go down to about the level that the Risk Pool was proposing to charge.

Laura reviewed the budget calendar and said the next step is to adopt the tentative budget at the next regular Council meeting, June 25, 2013.

Vice Mayor Jewitt stated that the Town government has been controlling spending. He asked if any thought had been given to increasing revenue as far as a tax that doesn't fall primarily on the residents. Laura Bruno replied that the attorneys have been asked to give some indication of what might be feasible.

Council Member Scott asked about the rollover for the next year.

Laura Bruno said in some instances they are, by design, not spent in the current year but are held for the coming year so that you know how much you are going to have roll over. In other instances, they simply did not get them all expended.

Council Member Scott asked about the shortage of staff and timely Council packet dissemination.

Laura Bruno advised that she and staff have tried to establish a pretty aggressive calendar. She went on to say she has tried to bring the budget to the Council in an expansive way, pieces at a time with time for the Council to assimilate it.

Billie Fowler of the Library spoke on the carpeting for the Library.

Council Member Scott brought up the subject of the dog park and the ball field.

Dana Anderson of Parks spoke of the dog park and pipe line layout.

Dana Anderson of Parks recapped the utility field. A discussion was held on how to irrigate the football field.

Council Member Scott asked what happened to the water fountains at the park. Dana Anderson replied that the water is not potable inside the park.

Council Member Scott asked if they wanted to discuss cars. Laura Bruno said the Council can certainly provide direction, even though there are no actionable items on the agenda.

Starr BearCat spoke regarding the water going to the park being not potable and the water that is pumped and the water that is going out. She spoke on the use of the park and the possibility of playing during watering.

Shanana 'Rain' GoldenBear spoke on the Centennial Committee funds.

Mayor Foster spoke regarding the budget explaining that in government that you have to budget more than you expect because if for some reason you actually get more than you expect, if it is not budgeted it cannot be used.

Council Member Scott spoke on the Police vehicles and fleet replacement.

Council member Orgeron asked about keeping track of maintenance of vehicles. Laura Bruno said one of the things the staff and she have been working on is what she calls protocols. This is one she and staff will be working on.

Emmett Brinkerhoff of Public Works spoke regarding the records of the vehicles. There is a filing system of work orders.

Council Member Orgeron asked how we keep track of the expenses of each vehicle.

Mr. Brinkerhoff explained the work orders do not list expenses. The finance department keeps track of the expenses and the department billed.

The Mayor asked if fuel/mileage costs are kept track of at the time of dispensing the fuel. Mr. Brinkerhoff replied that mileage is not kept on the vehicles at fueling.

Starr BearCat asked if the Town has an asset tag system. Laura Bruno stated the Town does have such a system. She asked why some employees take vehicles home. She also asked who keeps track of who has the vehicles and their mileage.

Chief Gilbert spoke on the subject of tracking mileage and fuel cost. He said they are working on a new daily log sheet on which beginning mileage and ending mileage, as well as how much fuel was put in the vehicle will be recorded. The Chief said the need for new vehicles has to do with officer and public safety. He gave a specific example of the need.

Council Member Crooks spoke on the subject of new cars and the repair of older cars.

Council Member Scott asked about police vehicle use and average yearly use. Chief Gilbert responded by explaining the vehicles are not on the road 24/7 but there are many calls each year.

Emmett Brinkerhoff of Public Works spoke regarding taking vehicles home in his department. He stated that he takes home a vehicle and two of his employees ride with him. He said he uses it to pick up parts on their own time two to three days a week. They work four days a week. He uses it for emergency calls as well.

Tim Rider of the Police Department spoke regarding the purchase of vehicles and the taking home of them.

Elmer Lunden spoke on police vehicles parked in driveways being proactive.

Shanana 'Rain' GoldenBear spoke on the Community Outreach position and asked for a job description in the hopes that it will be beyond community outreach and that it

would reach out for promotion beyond our community. Laura Bruno explained the job description has not yet been developed, but that is exactly the proposed purpose.

**ADJOURNMENT:** 10:53 AM

The Mayor moved to adjourn the meeting and Vice Mayor Jewitt seconded the motion. The motion passed.

**CERTIFICATION:**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of June 18, 2013, of the Town Council of Quartzsite, Arizona, held on June 18<sup>th</sup> 2013.

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

DATED this 26<sup>th</sup> day of June 2013.

\_\_\_\_\_  
Terry Frausto, Town Clerk

On behalf of the Common Council

Approved:

\_\_\_\_\_  
Ed Foster, Mayor



## TOWN OF QUARTZSITE

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### REGULAR COUNCIL MEETING

Wednesday, June 26, 2013

- Agenda Item #3** Consider approval of a resolution authorizing the submission of an application for FY 2013 Community Development Block Grant (CDBG) funds and Implementation of the CDBG project.
- Summary:** On May 28, 2013, the Council selected a project to be funded with the CDBG funds, and authorized staff to proceed with the application process for the grant.
- The project selected by the Council is the stabilization and rehabilitation of the Quail Trail Community Well.
- The attached resolution is required to be included with the CDBG grant application, and authorizes the Mayor to execute the application and associated documents; and authorizes the Town Manager to take all actions necessary to implement and complete the project activities.
- Responsible Person:** Laura Bruno, Town Manager
- Attachment:** Proposed Resolution – Authorization to Submit Application and Implement the CDBG Project.
- Action Requested:**
- 1) Approve a Resolution authorizing submission and implementation of the FY 2013 CDBG application;**
  - 2) Authorize the Mayor to execute the application, agreement, certifications, and amendments, and related documents on behalf of the Town; and**
  - 3) Authorize the Town Manager to take all actions necessary to implement and complete the activities submitted in the grant-funded CDBG project.**

**AUTHORIZATION TO SUBMIT APPLICATION  
AND IMPLEMENT CDBG PROJECT  
RESOLUTION NO: 13- \_\_\_\_\_**

**A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF QUARTZSITE AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FY 2013 STATE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, CERTIFYING THAT SAID APPLICATION MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.**

WHEREAS, the Town of Quartzsite is desirous of undertaking community development activities; and  
WHEREAS, the State of Arizona is administering the Community Development Block Grant Program; and  
WHEREAS, the State CDBG Program requires that CDBG funds requested address one of the three Congressional mandated National Objectives; and

WHEREAS, the activities within this application address the community's identified housing and community development needs, including the needs of low and moderate income persons; and

WHEREAS, an Applicant of State CDBG funds is required to comply with the program guidelines and Federal Statutes and regulations:

NOW, THEREFORE, BE IT RESOLVED THAT the Common Council the Town of Quartzsite authorize application to be made to the State of Arizona, Department of Housing for FY2013 CDBG funds, and authorize the Mayor to sign the application and contract or grant documents for receipt and use of these funds for Quail Trail Well Stabilization and Rehabilitation, and authorize the Town Manager to take all actions necessary to implement and complete the activities submitted in said application(s); and

THAT this application for State CDBG funds meets the requirements of low- and moderate-income benefit for activities justified as benefiting low- and moderate-income persons, aids in the prevention or elimination of slum and blight or addresses an urgent need which poses a threat to health; and

THAT, the Town of Quartzsite will comply with all State CDBG Program guidelines, Federal Statutes and regulations applicable to the State CDBG Program and the certifications contained in the application.

Passed and adopted by the Common Council of the Town of Quartzsite this 25th day of June, 2013.

\_\_\_\_\_  
*Ed Foster, Mayor*

ATTEST:

\_\_\_\_\_  
*Terry Frausto, Town Clerk*

\_\_\_\_\_  
APPROVED AS TO FORM:

\_\_\_\_\_  
*Town Attorney*



## TOWN OF QUARTZSITE

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### REGULAR COUNCIL MEETING

Wednesday, June 26, 2013

- Agenda Item #4** Consider ratification of a lease purchase agreement financing the replacement of the Town's central multifunction copier/printer/scanner/fax unit.
- Summary:** On May 28, 2013, the Council authorized the replacement of the Town's central multifunction unit under the cooperative purchasing agreement with the Mojave Educational Service Cooperative (MESC) under a five-year lease purchase agreement.
- Kansas State Bank of Manhattan is the financing agent for the MESC. The lease purchase documents have been completed and the Town Attorney has reviewed the proposed agreement. The financing agent has approved the Town for this financing, and the multifunction unit has been ordered from Konica Minolta Business Solutions, Inc.
- Responsible Person:** Laura Bruno, Town Manager
- Attachment:** Government Obligation Contract (lease purchase agreement) with Kansas State Bank of Manhattan.
- Action Requested:** **Ratify the lease purchase agreement with Kansas State Bank of Manhattan for the acquisition of a central multifunction unit and authorize the Town Manager to execute the agreement.**

## GOVERNMENT OBLIGATION CONTRACT

### Obligor

Town of Quartzsite, Arizona  
465 North Plymouth Avenue  
Quartzsite, Arizona 85346

### Obligee

Kansas State Bank of Manhattan  
1010 Westloop, P.O. Box 69  
Manhattan, Kansas 66505-0069

**Dated as of June 12, 2013**

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

#### I. Definitions

**Section 1.01 Definitions.** The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancing's, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state in which Obligor is located.

#### II. Obligor Warranties

**Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:**

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has never non-appropriated funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by this Contract.

**Section 2.02 Escrow Agreement.** In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

#### III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

**Section 3.01 Acquisition and Acceptance.** Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Acceptance Certificate or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

**Section 3.02 Contract Payments.** Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract

Payment that is past due. Furthermore, Obligor agrees to pay any additional fees/costs incurred by Obligee relating to Obligor's requirement that a certain payment mechanism be utilized. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

**SECTION 3.03 Contract Payments Unconditional.** Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

**Section 3.04 Purchase Option Price.** Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

**Section 3.05 Contract Term.** The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

**Section 3.06 Disclaimer of Warranties.** OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

#### IV. Non-Appropriation

**Section 4.01 Non-Appropriation.** If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred. If Obligor non-appropriates under this section, then Obligor shall not purchase, lease or rent Equipment performing same or similar functions to those performed by the Equipment for a period of 360 days unless otherwise prohibited by public policy considerations.

#### V. Insurance, Damage, Insufficiency of Proceeds

**Section 5.01 Insurance.** Obligor shall maintain both casualty insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a Certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

**Section 5.02 Damage to or Destruction of Equipment.** Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

**Section 5.03 Insufficiency of Net Proceeds.** If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

**Section 5.04 Obligor Negligence.** Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

**Section 5.05 Indemnification.** Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

#### VI. Title and Security Interest

**Section 6.01 Title.** To the extent permitted under State law, title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

**Section 6.02 Security Interest.** To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A, including any and all additional collateral listed on any other Exhibit A. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

#### VII. Assignment

**Section 7.01 Assignment by Obligee.** All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

**Section 7.02 Assignment by Obligor.** None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

## VIII. Maintenance of Equipment

**Section 8.01 Equipment.** Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligees shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligees is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligees or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligees deems necessary or appropriate to protect Obligees' interest in the Equipment and in this Contract. Obligor shall allow Obligees to examine and inspect the Equipment at all reasonable times.

## IX. Default

**Section 9.01 Events of Default defined.** The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligees that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligees may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligees, unless Obligees agrees in writing to an extension of time. Obligees will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligees under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligees.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

**Section 9.02 Remedies on Default.** Whenever any Event of Default exists, Obligees shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligees may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligees may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligees as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the event of default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligees may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for cost incurred. Notwithstanding that Obligees has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligees may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligees for all costs incurred by Obligees in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

**Section 9.03 No Remedy Exclusive.** No remedy herein conferred upon or reserved to Obligees is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

### **Section 9.04 Return of Equipment and Storage.**

- (a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any Additional Collateral and all required documentation to evidence transfer of title from Obligor to the Obligees in the event of a default or a non-appropriation by delivering the Equipment and any Additional Collateral to the Obligees to a location accessible by common carrier and designated by Obligees. In the case that any of the Equipment and any Additional Collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligees all tangible items constituting such software. At Obligees' request, Obligor shall also certify in a form acceptable to Obligees that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligees and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) Delivery: The Equipment and any Additional Collateral shall be delivered to the location designated by the Obligees by a common carrier unless the Obligees agrees in writing that a common carrier is not needed. When the Equipment and any Additional Collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligees' instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any Additional Collateral or its component parts from the Obligor's property all without liability to the Obligees. Obligor shall pack or crate the Equipment and any Additional Collateral and all of the component parts of the Equipment and any Additional Collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligees the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any Additional Collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any Additional Collateral.
- (c) Condition: When the Equipment is surrendered to the Obligees it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligees to sell or lease it to a third party and be free of all liens. If Obligees reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligees may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligees for all amounts reasonably expended in connection with the foregoing.
- (d) Storage: Upon written request by the Obligees, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligees. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligees shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

## X. Miscellaneous

**Section 10.01 Notices.** All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

**Section 10.02 Binding Effect.** Obligor acknowledges this Contract is not binding upon the Obligees or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligees' satisfaction, and Obligees has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligees and Obligor and their respective successors and assigns.

**Section 10.03 Severability.** In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 10.04 Amendments, Addenda, Changes or Modifications.** This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligees and Obligor. Furthermore, Obligees reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligees for the additional administrative expense resulting from such amendment, addenda, change or modification.

**Section 10.05 Execution in Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 10.06 Captions.** The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

**Section 10.07 Master Contract.** This Contract can be utilized as a Master Contract. This means that the Obligees and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligees. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

**Section 10.08 Entire Writing.** This Contract constitutes the entire writing between Obligees and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligees and will not apply to this Contract.

Section 10.09 Cancellation for Conflict of Interest. In accordance with Arizona Revised Statutes Section 38-511, within three years after the execution of this Contract by a political subdivision, department, or agency, such Contract is subject to cancellation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract is, at any time while the Contract 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 this Contract with respect to the subject matter of the Contract.

Section 10.10 Arizona Immigration Law Compliance. Obligee hereby represents and warrants that Obligee complies with the federal immigration laws and regulations that relate to their employees and with Arizona Revised Statutes Section 23-214(A). A breach of this warranty shall be deemed a material breach of this Contract, subject to penalties up to and including termination of this Contract by the Obligor, in its sole discretion. Subject to reasonable prior written notice, Obligor retains the legal right to inspect the papers of any Obligee or subcontractor employee who works on the Contract to ensure compliance with this warranty.

Section 10.11 Sudan/Iran Business. In accordance with Arizona Revised Statutes Sections 35-391.06 and 35-393.06, Obligee certifies that Obligee does not have scrutinized business operations in either Iran or the Sudan.

Section 10.12 Mohave Educational Cooperative Services. The Obligee currently holds a contract with Mohave Educational Cooperative Services ("Mohave"). Mohave is a not-for-profit corporation providing public procurement services pursuant to A.R.S. Section 11-952 and A.R.S. Section 41-2632. Mohave is governed under Title 10 of the Arizona Revised Statutes. The contract that Obligee has with Mohave allows the Obligor to finance the purchase of the Equipment in accordance with Arizona law. The contract that Obligee has with Mohave also requires the Obligee to include certain provisions as a part of this Contract. The specific provisions are (1) that the Contract shall be in compliance with the UCC and there can be no blanket waivers of the UCC provisions, (2) there must be a non-appropriation clause for a municipal entity, (3) that there be no invoicing or collecting of property tax to a school on leased property, (4) that there be no waiver of a jury trial or mandatory binding arbitration, (5) that the laws of the State of Arizona shall govern the Contract, (6) that the Contract cannot require upfront payment by a Mohave member when purchase order is placed and that (7) this Contract cannot contain "auto-renewal" language. Obligee and Obligor hereby represent that, notwithstanding any other provisions in this Contract, the provisions contained in this Section as required by Mohave will be binding to Obligee and Obligor.

Section 10.13 Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations". In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

Section 10.14 Acceptance of Equipment Certification. By signing and attesting directly below, Obligor hereby certifies that the Equipment described directly below in Exhibit A has been delivered and installed in accordance with Obligor's specifications. Obligor further certifies that they have conducted such inspection and/or testing of the Equipment as it deems necessary and hereby acknowledges that it accepts the Equipment for all intended purposes.

Section 10.15 Resolution and Authorization. By signing and attesting directly below, Obligor hereby warrants and certifies that the Governing Body of the Obligor at either a special or regular meeting or through some other approved method of authorization has determined that this Contract is in the best interests of the Obligor and the Governing Body did at such meeting or through some other approval method approve the entering into of the Contract by the Obligor and specifically designated and authorized the individual(s) who have signed directly below to execute this Contract on Obligor's behalf along with any related documents (including any Escrow Agreement) necessary to the consummation of the transaction contemplated by the Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

**Town of Quartzsite, Arizona**

**Kansas State Bank of Manhattan**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

Marsha Jarvis, Vice President

\_\_\_\_\_  
Printed Name and Title

**Attested By:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of June 12, 2013, between Kansas State Bank of Manhattan (Obligee) and Town of Quartzsite, Arizona (Obligor)

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Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) Konica Minolta Bizhub C654 Copier, SN: \_\_\_\_\_ with Attachments

Physical Address of Equipment after Delivery : 465 N. Plymouth Ave., Quartzsite, AZ 85346

**EXHIBIT B**  
**PAYMENT SCHEDULE**

RE: Government Obligation Contract dated as of June 12, 2013, between Kansas State Bank of Manhattan (Obligee) and Town of Quartzsite, Arizona (Obligor)

Date of First Payment:	At Closing
Original Balance:	\$10,470.51
Total Number of Payments:	Sixty (60)
Number of Payments Per Year:	Twelve (12)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	\$206.08	\$0.00	\$206.08	Not Available
2	17-Jul-13	\$206.08	\$59.79	\$146.29	Not Available
3	17-Aug-13	\$206.08	\$58.94	\$147.14	Not Available
4	17-Sep-13	\$206.08	\$58.08	\$148.00	Not Available
5	17-Oct-13	\$206.08	\$57.22	\$148.86	Not Available
6	17-Nov-13	\$206.08	\$56.35	\$149.73	\$10,335.22
7	17-Dec-13	\$206.08	\$55.48	\$150.60	\$10,157.30
8	17-Jan-14	\$206.08	\$54.60	\$151.48	\$9,978.90
9	17-Feb-14	\$206.08	\$53.72	\$152.36	\$9,800.01
10	17-Mar-14	\$206.08	\$52.83	\$153.25	\$9,620.64
11	17-Apr-14	\$206.08	\$51.94	\$154.14	\$9,440.78
12	17-May-14	\$206.08	\$51.04	\$155.04	\$9,260.43
13	17-Jun-14	\$206.08	\$50.14	\$155.94	\$9,079.58
14	17-Jul-14	\$206.08	\$49.23	\$156.85	\$8,898.24
15	17-Aug-14	\$206.08	\$48.32	\$157.76	\$8,716.41
16	17-Sep-14	\$206.08	\$47.40	\$158.68	\$8,534.08
17	17-Oct-14	\$206.08	\$46.48	\$159.60	\$8,351.26
18	17-Nov-14	\$206.08	\$45.55	\$160.53	\$8,167.94
19	17-Dec-14	\$206.08	\$44.61	\$161.47	\$7,984.12
20	17-Jan-15	\$206.08	\$43.67	\$162.41	\$7,799.80
21	17-Feb-15	\$206.08	\$42.72	\$163.36	\$7,614.97
22	17-Mar-15	\$206.08	\$41.77	\$164.31	\$7,429.64
23	17-Apr-15	\$206.08	\$40.82	\$165.26	\$7,243.81
24	17-May-15	\$206.08	\$39.85	\$166.23	\$7,057.47
25	17-Jun-15	\$206.08	\$38.88	\$167.20	\$6,870.62
26	17-Jul-15	\$206.08	\$37.91	\$168.17	\$6,683.26
27	17-Aug-15	\$206.08	\$36.93	\$169.15	\$6,495.39
28	17-Sep-15	\$206.08	\$35.95	\$170.13	\$6,307.01
29	17-Oct-15	\$206.08	\$34.95	\$171.13	\$6,118.12
30	17-Nov-15	\$206.08	\$33.96	\$172.12	\$5,928.71
31	17-Dec-15	\$206.08	\$32.95	\$173.13	\$5,738.79
32	17-Jan-16	\$206.08	\$31.95	\$174.13	\$5,548.35
33	17-Feb-16	\$206.08	\$30.93	\$175.15	\$5,357.39
34	17-Mar-16	\$206.08	\$29.91	\$176.17	\$5,165.91
35	17-Apr-16	\$206.08	\$28.89	\$177.19	\$4,973.91
36	17-May-16	\$206.08	\$27.85	\$178.23	\$4,781.38
37	17-Jun-16	\$206.08	\$26.81	\$179.27	\$4,588.33
38	17-Jul-16	\$206.08	\$25.77	\$180.31	\$4,394.75
39	17-Aug-16	\$206.08	\$24.72	\$181.36	\$4,200.65

## EXHIBIT B - CONTINUED

## PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of June 12, 2013, between Kansas State Bank of Manhattan (Obligee) and Town of Quartzsite, Arizona (Obligor)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
40	17-Sep-16	\$206.08	\$23.66	\$182.42	\$4,006.02
41	17-Oct-16	\$206.08	\$22.60	\$183.48	\$3,810.86
42	17-Nov-16	\$206.08	\$21.53	\$184.55	\$3,615.16
43	17-Dec-16	\$206.08	\$20.46	\$185.62	\$3,418.93
44	17-Jan-17	\$206.08	\$19.38	\$186.70	\$3,222.17
45	17-Feb-17	\$206.08	\$18.29	\$187.79	\$3,024.87
46	17-Mar-17	\$206.08	\$17.19	\$188.89	\$2,827.03
47	17-Apr-17	\$206.08	\$16.09	\$189.99	\$2,628.65
48	17-May-17	\$206.08	\$14.99	\$191.09	\$2,429.73
49	17-Jun-17	\$206.08	\$13.87	\$192.21	\$2,230.27
50	17-Jul-17	\$206.08	\$12.75	\$193.33	\$2,030.27
51	17-Aug-17	\$206.08	\$11.63	\$194.45	\$1,829.72
52	17-Sep-17	\$206.08	\$10.50	\$195.58	\$1,628.63
53	17-Oct-17	\$206.08	\$9.36	\$196.72	\$1,426.99
54	17-Nov-17	\$206.08	\$8.21	\$197.87	\$1,224.80
55	17-Dec-17	\$206.08	\$7.06	\$199.02	\$1,022.06
56	17-Jan-18	\$206.08	\$5.90	\$200.18	\$818.77
57	17-Feb-18	\$206.08	\$4.73	\$201.35	\$614.92
58	17-Mar-18	\$206.08	\$3.56	\$202.52	\$410.52
59	17-Apr-18	\$206.08	\$2.38	\$203.70	\$205.56
60	17-May-18	\$206.08	\$1.24	\$204.84	\$0.00

## Town of Quartzsite, Arizona

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

*\*Assumes all Contract Payments due to date are paid*

Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General

## 8038 REVIEW FORM

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The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

- ✓ Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
- ✓ If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
- ✓ If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
- ✓ We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.
- ✓ For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: <http://www.irs.gov/app/picklist/list/formsInstructions.html>.

**Information Return for Small Tax-Exempt  
 Governmental Bond Issues, Leases, and Installment Sales**

OMB No. 1545-0720

▶ Under Internal Revenue Code section 149(e)

**Caution:** If the issue price of the issue is \$100,000 or more, use Form 8038-G.

<b>Part I Reporting Authority</b>		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name Town of Quartzsite, Arizona		2 Issuer's employer identification number (EIN)
3 Number and street (or P.O. box if mail is not delivered to street address) 465 North Plymouth Avenue		5 Report number (For IRS Use Only)
4 City, town, or post office, state, and ZIP code Quartzsite, AZ 85346		7 Telephone number of officer or legal representative
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information		

<b>Part II Description of Obligations</b> Check one: a single issue <input checked="" type="checkbox"/> or a consolidated return <input type="checkbox"/>	
8a Issue price of obligation(s) (see instructions)	8a 11,342 36
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶ 06/17/2013	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a
b For leases for office equipment	9b 11,342 36
c For leases for real property	9c
d For leases for other (see instructions)	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box . . . . ▶ <input checked="" type="checkbox"/>	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) . . . . ▶ <input type="checkbox"/>	
12 Vendor's or bank's name: Kansas State Bank of Manahattan	
13 Vendor's or bank's employer identification number: 4 8 0 7 6 0 3 8 0	

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative: H. Evan Howe Date: 06/13/2013 Type or print name and title: \_\_\_\_\_

<b>Paid Preparer Use Only</b>	Print/Type preparer's name H. Evan Howe	Preparer's signature <u>H. Evan Howe</u>	Date 06/13/2013	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶ Baystone Financial LLC			Firm's EIN ▶	
	Firm's address ▶ 5350 College Blvd., Overland Park, KS 66211			Phone no. 800-752-3562	

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**What's New**

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at [www.irs.gov/form8038](http://www.irs.gov/form8038). Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

**Who Must File**

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

**Filing a separate return for a single issue.**

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

**Filing a consolidated return for multiple issues.**

For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.



## TOWN OF QUARTZSITE

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### REGULAR COUNCIL MEETING

Wednesday, June 26, 2013

- Agenda Item #5** Consider Approval of a Resolution providing for Adoption of a Tentative Budget for Fiscal Year 2013-2014, and proposed Expenditure Limitation for the same year.
- Summary:** The Council held a series of budget presentations and discussions during May and June, 2013, regarding the Town's proposed budget for Fiscal Year 2013-2014.
- The Town's Budget Calendar for Fiscal Year 2013 provides for the following actions; some actions are and required by State law while others are not.
1. June 25: Adoption of the Tentative Budget (required by State law).
  2. Publish the Tentative Budget with the Notice of Public Hearings twice in a newspaper of general circulation (required by State law).
  3. July 9: Hold a Public Hearing on the Proposed Budget (required by State law).
  4. July 23: Hold a second Public Hearing on the Proposed Budget (not required by State law).
  5. August 6: Conduct a final review of the Proposed Budget (not required by State law).
  6. August 13: Adoption of the Final Budget for Fiscal Year 2013-2014 (required by State law).
- Responsible Person:** Laura Bruno, Town Manager
- Attachment:**
1. Proposed Resolution – Adoption of a Tentative Budget for Fiscal Year 2013-2014.
  2. Town of Quartzsite Proposed Annual Budget for FY 2013-2014.
- Action Requested:** **Approve a Resolution providing for Adoption of a Tentative Budget for Fiscal Year 2013-2014, and proposed Expenditure Limitation for the same year; and providing that the resolution shall be effective from and after its passage and approval according to the law.**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF QUARTZSITE, ARIZONA, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR 2013-2014, AND PROPOSED EXPENDITURE LIMITATION FOR THE SAME YEAR; AND PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE FROM AND AFTER ITS PASSAGE AND APPROVAL ACCORDING TO THE LAW**

**WHEREAS**, in accordance with the provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the Town Council did, on June 25, 2013 make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, and an estimate of revenues from sources other than direct taxation for the Town of Quartzsite; and

**WHEREAS**, in accordance with said chapter of said title, that estimates required to meet the public expenditures/expenses for the ensuing year be published according to law and provide for public hearings to be held on July 9, 2013 and July 23, 2013, at which meetings any taxpayer is privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies; and

**WHEREAS**, said estimates are not to exceed the Town's Expenditure Limitation as established by the State of Arizona, and details of the estimates are attached to this resolution and made a part thereof; and

**WHEREAS**, the Common Council desires now to establish a tentative expenditure limitation and budget expenditures for Fiscal Year 2013-2014;

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

1. That the estimates of revenues and expenditures shown in the schedules attached hereto and expressly made a part hereof, are hereby adopted as the tentative budget of the Town of Quartzsite for Fiscal Year 2013-2014.
2. That this Resolution shall be effective from and after its passage and approval according to law.

**PASSED AND ADOPTED** by the Common Council of the Town of Quartzsite, Arizona this 25<sup>th</sup> day of June, 2013.

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Ed Foster, Mayor

**ATTEST:**

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Terry Frausto, Town Clerk

**APPROVED AS TO FORM:**

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Curtis, Goodwin, Sullivan, Udall &  
Schwab, PLC  
Town Attorneys  
By: Kelly Y. Schwab



# TOWN OF QUARTZSITE

Proposed

# Annual Budget

Fiscal Year 2013 – 2014

## THE TOWN OF QUARTZSITE

Quartzsite, Arizona was founded in 1867 and incorporated in 1989. The Town encompasses 132 square miles of area, and has a population of approximately 3,770 annual residents. Quartzsite is unique in that the population massively changes during winter months with a great number of visitors who populate the Town and its surroundings.

The municipal government of the Town operates under a council-manager form of government. The seven-member elected Town Council provides legislative directives, establishes Town policy and monitors its execution by Town staff.

The Mayor is the head of the Town Council. He presides over the Council meetings so that business can be carried out efficiently and effectively; is responsible for upholding and promoting the purposes of the Town; and participates in and encourages activities that enhance the economic, social and environmental well-being of the Town and its residents.

The Town Manager serves as the Town's chief administrative officer and is responsible for directing the day-to-day administrative operations of the Town.

This form of government allows elected officials to spend more of their time listening to the concerns of constituents, and provides structure to the staff to be able to know that their job duties will be consistent and based on professional standards rather than subject to differing political whims.

This form of government also diffuses political power among all elected officials so that no one individual – Mayor or council member – can dictate policies of the town, hire or fire personnel, or make changes in the governmental structure. While Mayors and individual council members can be visionary leaders who help shape the goals for the town, their strength is exercised through the will of the Town Council's voting majority.

### **TOWN COUNCIL**

Ed Foster, Mayor

Michael Jewitt, Vice Mayor

Norma Crooks

Carol Kelley

Mark Orgeron

Mary Scott

Pat Workman

## THE BUDGET

The Town's budget consists of five funds: the General Fund, the HURF Fund, the Grants Fund, the Capital Projects Fund, and the Water and Sewer Fund.

- The **General Fund** is the Town's primary operating fund, and accounts for all financial resources of the general government except those required to be accounted for in another fund. General Fund revenues are derived from state shared revenues, local sales tax revenues, permit fees, fines and miscellaneous charges and donations.
- The **HURF Fund** (Highway User Revenue Fund) accounts for specific revenue received from the State of Arizona Highway User Revenue Fund. These revenues are derived from tax money collected from gasoline and diesel fuel sales, and other transportation related fees. By State statute, the use of HURF revenues is limited to projects within the public right of way. The State requires this fund to be included as a Special Revenue Fund on State reports.
- The **Grants Fund** accounts for specific revenue sources that are restricted to expenditures for specified purposes as defined by the grantor. The State requires this fund to be included as a Special Revenue Fund on State reports.
- The **Capital Projects Fund** is used at the Town's option to account for revenues which are to be used for infrastructure acquisition and improvement projects.
- The **Water and Sewer Fund** accounts for operations that are financed and operated in a manner similar to private business enterprises, in which the intent is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges.

Unlike some other municipalities in the State, the Town of Quartzsite does not impose property taxes. The Town's revenues rely heavily on state shared revenues and local sales tax revenues. For the General Fund, the Town receives most of its regular income from local sales taxes, which are 2.5% for all Transaction Privilege Tax (TPT) categories. The Town also receives a share of State income tax and State sales tax revenues.

On the expenditure side, each year the State of Arizona imposes an expenditure limitation on all cities and towns. The State has identified those expenditures that are either subject to, or excluded from, the limitation. Each municipality's total expenditure must not exceed this limit. In Fiscal Year 2013-2014, the limitation for the Town of Quartzsite is \$4,960,834 which is more than the Town's budgeted expenditures subject to the limitation.

As a final note, the accounting policies of the town of Quartzsite conform to generally accepted accounting principles applicable to governmental units adopted by the Governmental Accounting Standards Board (GASB). The basis of budgeting for all funds is the same as the basis of accounting principles used in the annual audit.

The following provides an overview of the proposed budget for Fiscal Year 2013-2014, and includes revenues by source and expenditures by department.

**Town of Quartzsite**  
**2013-14 Budget Summary - All Funds**  
Tentative Budget

	General Fund	Special Revenue Funds		Capital Projects Funds	Water/ Wastewater Funds	2012-13 Total
		HURF Fund	Grants Fund			
<b>REVENUES</b>						
Taxes	1,345,000					1,345,000
Licenses and Permits	202,000					202,000
Intergovernmental	1,041,124					1,041,124
Charges for Services					1,666,996	1,666,996
Fines, Forfeitures & Penalties	117,000					117,000
Interest Earnings	5,500					5,500
Miscellaneous	87,820	20,000				107,820
Grant Funds		1,190,677	485,137	3,975,887	179,655	5,831,356
<b>Total Revenues</b>	<b>2,798,444</b>	<b>1,210,677</b>	<b>485,137</b>	<b>3,975,887</b>	<b>1,846,651</b>	<b>10,316,796</b>
<b>EXPENDITURES</b>						
Town Council	104,291					104,291
Administrative Services	497,197					497,197
Community Development Services	106,470		200,000			306,470
Economic/Community Outreach	40,000					40,000
Legal	207,000					207,000
Library Services	180,433		19,674			200,107
Magistrate Court Services	266,561					266,561
Parks, Recreation & Cemetary Services	247,516		60,970			308,486
Public Safety Services	1,041,054		203,716			1,244,770
Public Works (Highways & Streets)		1,367,311	705	1,016,303		2,384,319
Transit Van Services	103,863		50,000			153,863
Water & Wastewater Services				6,119,696	1,220,282	7,339,978
Capital Projects						0
Long Term Debt Repayment	68,069	20,579			623,618	712,266
<b>Total Expenditures</b>	<b>2,862,454</b>	<b>1,387,890</b>	<b>535,065</b>	<b>7,135,999</b>	<b>1,843,900</b>	<b>13,268,111</b>
Excess of Revenues over (under) Expenditures	(64,010)	(177,213)	(49,928)	(3,160,112)	2,751	(2,951,315)
Other Sources (Uses)				3,160,112		3,160,112
<b>Net Increase (Decrease) in Fund Balance</b>	<b>(64,010)</b>	<b>(177,213)</b>	<b>(49,928)</b>	<b>0</b>	<b>2,751</b>	<b>208,797</b>
Fund Balance/Net Assets at Start of the Year (Estimated)	2,400,000	4,300,000	49,928	0	1,700,000	8,449,928
<b>Fund Balance/Net Assets at End of the Year</b>	<b>2,335,990</b>	<b>4,122,787</b>	<b>0</b>	<b>0</b>	<b>1,702,751</b>	<b>8,658,725</b>
Contingency, Insurance Costs	12,600	11,100			6,300	30,000
Contingency, Add'l Police Vehicles	12,000					12,000
Contingency, Other Cost Overruns	300,000				100,000	400,000
ω Unassigned Fund Balance	2,011,390	4,111,687	0	0	1,596,451	8,216,725

## TOWN STAFF

The fall of 2012 saw a reduction in the level of Town Staffing, mainly in the administrative departments. Since that time, the staffing level has stabilized. For Fiscal Year 2013-14, staffing will remain at the current level which includes:

- 45 Full-time employees (working 30 hours or more each week)
- 4 Part-time employees (working less than 30 hours each week)
- 4 Temporary and/or seasonal employees
- 2 Employees currently on Military Leave

In addition to Town staff, also included on the Town's payroll are the seven members of the Town's Common Council who receive monthly stipends in recognition of their service to the Town.

The Town also uses private firms for professional advisory and technical services, such as legal counsel and technology support.

## TOWN DEPARTMENTS

The Town provides services to the community through its various departments. The following provides a brief description of each department and indicates the objectives identified by each for the Fiscal Year 2013-14.

**Administrative Services.** This department includes the activities of the Town Manager, the Town Clerk, and the Finance Office. As the Chief Administrative Officer, the Town Manager exercises general control and management of the affairs of the Town, ensuring a fair, efficient and effective operation.

The Town Clerk's office acts in an administrative capacity for processing, maintaining and protecting the official records of the Town. This office is the source of information on Town Council legislation and actions. The Town Clerk's office also conducts all municipal elections and provides special services to the public, including notary services.

The Finance Office accounts for the overall financial administration of the Town. Service provided by this office include accounts payable, accounts receivable, payroll, employee benefits, financial reporting, budgeting, and grant administration.

Objectives identified for Fiscal Year 2013-14 include:

- Begin a systematic process of review and update to the Town Codes
- Provide Town Clerk support to all Advisory Board and Committee meetings
- Provide increased customer service; increase window access; implement automated licensing and receipting
- Update Personnel Policies and Procedures, and employee salary schedules
- Update and/or implement operational procedures and internal policies
- Initiate a preservation program for the Town's administrative building to address structural and maintenance needs

**Community Development Services.** This department is responsible for land use administration, building safety, and code enforcement. Land use/zoning includes short range and long range planning and zoning activities. Staff provides direct support to the Planning and Zoning Commission.

Building safety and code enforcement consists of building plan application and review; inspections and permit issuance for all development projects; and code enforcement services.

Objectives identified for Fiscal Year 2013-14 include:

- Provide for training and education of Community Development Services staff
- Emphasize customer service from project beginning to closeout
- Encourage smart growth through consistency
- Seek objective, professional advice consistent with our region
- Provide for access to specialists on an on-call basis to ensure staff follow proper processes and determinations

**Economic and Community Outreach Services.** This new services unit will focus on increasing economic development and tourism for our community; and programs that seek to involve the community in the preservation of the Town's quality of life.

**Legal Counsel Services.** The Town of Quartzsite uses the services of an outside law firm to serve as legal advisor to the Town on matters such as zoning, contracts, public bidding, personnel, and utilities. They also represent the Town in all legal proceedings. The Town Attorneys prepare Town ordinances, resolutions, leases, contracts and other legal documents. In addition, they provide legal opinions to the Town.

**Library Services.** The Town provides comprehensive library services through its full-service Library, located in the Town's administrative building. The Library, which is open all day Mondays through Fridays, provides numerous programs for citizens of all ages.

Objectives identified for Fiscal Year 2013-14 include:

- Develop programs to teach library skills to early learners
- Increase computer learning opportunities for children
- Streamline the Library's organizational staffing structure

**Magistrate Court Services.** The Magistrate Court represents the judicial branch of Town government. The Court consists of one Judge, court clerks, a contracted prosecutor and contracted public defenders. The Judge hears cases involving violations of Town ordinances, civil and criminal traffic cases, and misdemeanor cases that occur within the Town limits. The court also issues order of protection, injunctions against harassment and marriage licenses.

Objectives identified for Fiscal Year 2013-14 include:

- Strengthen the Administration of Justice
- Maintain a professional workforce and improve operational efficiencies
- Improve communications
- Protect children, families and the community
- Improve the legal profession

**Parks, Recreation and Cemetery Services.** The Parks, Recreation and Cemetery Department maintains and operates all of the Town's park and recreation facilities, and develops and implements programs for cultural and recreational activities. The Town's park system consists of a Town park than encompasses two ball fields, a remote-control race track, a remote-control airfield, a dance slab, a skateboard area, Celia's Rainbow Gardens, and a community center; a municipal cemetery; and numerous multi-purpose trails.

Objectives identified for Fiscal Year 2013-14 include:

- Complete construction on the "Snack Shack" concession stand
- Repair and upgrade irrigation systems and valves; install water timers
- Repair and repaint shades, bleachers, benches and fences
- Install a water line for the Remote Control Race Track
- Increase participation in the Recreation Program
- Expand the hours the Recreation Program is offered throughout the year
- Install WI-FI in the Community Center
- Promote the Cemetery as a place to come for peace, serenity and comfort to those that have loved ones buried here
- Promote the Cemetery as a place more people would like to see as their final resting place
- Develop the Cemetery as a more user-friendly place for families, veterans and their families to instill a respect for the past

**Public Safety Services.** The Quartzsite Police Department coordinates public safety efforts in the Town. Through investigations, patrols and other efforts, the Police work to deter and prevent crime within the Town. Allocated positions include eight (8) Officers, three (3) Sergeants, a Chief, and one civilian support staff.

Objectives identified for Fiscal Year 2013-14 include:

- Fill two (2) vacant Police Officer positions
- Develop relief shift for patrol personnel
- Re-organization of command staff upon filling vacancies

**Public Works Services.** The Public Works Department promotes safety while maintaining and developing the Town's roadway infrastructure, which includes roads, right-of-ways, culverts and bridge crossings. Public Works is charged with overall street maintenance and capital improvements.

Objectives identified for Fiscal Year 2013-14 include:

- Rebuild Quail Trail Road
- Rebuild Showplace Lane
- Construction a building to house regulatory signs and barricades
- Continue the ongoing, annual pavement preservation

**Transit Van Services.** The Town provides a transit services program to serve our elderly and disabled residents. Passenger vans operate Mondays through Fridays, providing in-town transit services. In addition, weekly or bi-weekly transit services are provided to the communities of Parker, Blythe, Lake Havasu City and Yuma.

Objectives identified for Fiscal Year 2013-14 include:

- Develop and implement regular in-town transit routes three (3) days per week with ¼ mile deviations for riders with mobility needs
- Maintain out-of-town weekly routes to Parker, and bi-weekly routes to Blythe, Lake Havasu City and Yuma
- Adjust schedules to reflect changes in ridership numbers from April through October and from November through March

**Water and Wastewater Services.** The Town of Quartzsite delivers potable water services to the community's residential and commercial customers. Raw Water is pumped from the Town's two community wells, and treated in accordance with Federal, state and local drinking water standards.

Wastewater services collects, treats and disposes of thousands of gallons of wastewater per day in the summer, and millions of gallons of wastewater per day in the winter. Sanitary treatment requires the careful removal of pollutants and pathogens from wastewater in a manner consistent with Federal, state and local regulations so that the end product can be returned to the environment for natural recycling.

Objectives identified for Fiscal Year 2013-14 include:

- Stabilize and rehabilitate the Quail Trail Well
- Implement regular program of back flushing the water lines
- Implement regular maintenance program for the fire hydrants
- Adhere to the Kofa Well five-year remove-and-replace preservation cycle
- Upsize the boosters for the Kofa Well
- Begin the Wastewater Treatment Plant expansion

This budget document includes the following schedules and information:

- 1) Town of Quartzsite Fiscal Year 2013-2014 Budget for each Fund and each Department.
- 2) 2012 – 2020 Town of Quartzsite Pavement Preservation Plan
- 3) Town of Quartzsite Fiscal Year 2013-2014 Budget Calendar
- 4) State-required reporting forms for the Town of Quartzsite Fiscal Year 2013-2014 Budget

## TOWN OF QUARTZSITE BUDGET FY 2013-2014

Account Title	2012-13 Adopted Budget	2012-13 Amended Budget	2013-13 Estimated thru 6/30/2013	2013-14 Proposed Budget
<b>GENERAL FUND</b>				
<b>REVENUES</b>				
<b>Local Taxes</b>				
Sales Tax	1,250,000	1,250,000	1,326,349	1,300,000
Recap Sales Tax	30,000	30,000	11,185	45,000
<b>Licenses and Permits</b>				
Building Permits	90,000	70,000	52,007	60,000
Business License Fees	37,000	12,000	8,956	10,000
Vendor Sales Permit Fees	69,000	62,475	61,715	62,000
Utility Franchise Fees	50,000	53,000	77,355	70,000
<b>Intergovernmental</b>				
State Sales Tax	307,472	307,472	298,355	317,721
Income Tax	375,564	375,564	375,598	410,224
Vehicle License Tax	303,515	303,515	287,968	313,179
<b>Fines and Forfeits</b>				
Court Fines	150,500	111,500	116,805	117,000
Court Fines - Restricted	0	0	0	14,000
<b>Other</b>				
Land Leases & Rentals	18,020	12,320	12,320	30,320
Interest Earnings	5,000	5,000	5,403	5,500
Miscellaneous	5,000	5,700	38,230	23,000
Community Center Fees - Restricted	0	0	5,019	7,500
Donations & Fees - Restricted	0	0	12,924	13,000
Contingency	150,000	0	0	0
<b>Total General Fund Revenues</b>	<b>2,841,071</b>	<b>2,598,546</b>	<b>2,690,189</b>	<b>2,798,444</b>
<b>EXPENDITURES</b>				
<b>Town Council</b>				
Council Stipend	0	12,200	11,169	34,800
Salaries & Wages	51,137	38,937	33,695	35,029
Retirement - FICA	3,912	3,912	3,915	5,342
Retirement - 401(k)	1,484	1,153	1,059	2,102
Workers Compensation	102	215	353	703
Health Insurance	5,535	4,561	4,872	6,408
State Unemployment	279	1,000	1,067	1,457
Dues, Subscriptions, Licenses	5,500	6,000	5,755	6,100
Training & Travel	2,500	4,500	3,743	5,000
Other Services	350	850	548	1,850
General Supplies & Equipment	2,550	4,550	3,038	5,050
Utilities & Telephone	300	300	593	450
Capital Outlay	0	4,300	4,232	0
CDBG Grant Match	28,966	28,966	28,966	0
<b>Total Town Council</b>	<b>102,615</b>	<b>111,444</b>	<b>103,004</b>	<b>104,291</b>
<b>Administrative Services</b>				
Salaries & Wages	157,436	166,721	183,367	133,759
Retirement - FICA	12,044	13,762	14,998	10,232
Retirement - 401(k)	9,446	8,175	7,083	4,557
Workers Compensation	1,311	1,776	1,594	1,405
Health Insurance	36,245	29,140	32,214	18,795
State Unemployment	806	3,361	1,951	843

## TOWN OF QUARTZSITE BUDGET FY 2013-2014

Account Title	2012-13 Adopted Budget	2012-13 Amended Budget	2013-13 Estimated thru 6/30/2013	2013-14 Proposed Budget
Dues, Subscriptions, Licenses	11,200	10,400	7,895	8,000
Training & Travel	16,750	12,050	6,694	10,000
OSP - Audit Services	32,000	32,000	20,000	22,000
OSP - Elections	15,000	15,000	0	15,000
OSP - Professional	0	57,785	59,263	48,000
OSP - Tax Audit Services	0	0	26,955	15,500
Other Services	23,800	23,850	19,448	30,600
General Supplies & Equipment	22,600	24,782	25,840	21,400
Property & Liability Insurance	10,500	15,168	15,989	23,006
Utilities & Telephone	17,800	21,200	26,141	24,000
Building Maintenance & Supplies	8,000	2,600	3,095	1,100
Capital Lease	25,150	25,150	9,398	5,000
Capital Outlay	13,100	0		0
Building Deferred Maintenance	0	0	0	104,000
Community Outreach	12,000	16,160	16,160	0
CDBG Grant Match	28,966	28,100	28,020	0
<b>Total Administrative Services</b>	<b>454,154</b>	<b>507,180</b>	<b>506,105</b>	<b>497,197</b>
<b>Community Development Services</b>				
Salaries & Wages	71,638	77,327	78,967	55,303
Retirement - FICA	5,480	5,876	5,683	4,231
Retirement - 401(k)	3,626	3,849	2,805	2,488
Workers Compensation	644	554	467	427
Health Insurance	20,254	15,966	18,609	12,275
State Unemployment	752	1,446	1,431	996
Dues, Subscriptions, Licenses	3,000	4,000	3,847	4,000
Training & Travel	5,000	4,700	3,874	4,200
OSP - Professional	7,700	0	11,015	6,000
Other Services	3,300	1,950	2,624	4,700
General Supplies & Equipment	6,100	6,150	4,854	8,350
Utilities & Telephone	2,900	3,700	3,858	3,500
Building Maintenance & Supplies	700	0	500	0
Capital Outlay	2,000	0	0	0
<b>Total Community Development Services</b>	<b>133,094</b>	<b>125,518</b>	<b>138,535</b>	<b>106,470</b>
<b>Economic/Community Outreach</b>				
OSP - Professional	0	0	0	20,000
Community Outreach - Fireworks	0	0	0	4,000
Community Outreach - Non-profits	0	0	0	16,000
<b>Total Economic Development</b>	<b>0</b>	<b>0</b>		<b>40,000</b>
<b>Legal Services</b>				
Salaries & Wages	90,000	32,307	32,028	0
Retirement - FICA	6,885	2,469	2,447	0
Retirement - 401(k)	5,400	1,854	1,854	0
Workers Compensation	158	56	56	0
Health Insurance	7,907	12,957	5,980	0
State Unemployment	215	47	65	0
Dues, Subscriptions, Licenses	1,500	1,664	2,842	0
Training & Travel	2,000	0	0	0
OSP - General Counsel	0	0	0	132,000
OSP - Special Counsel	83,400	248,000	305,503	75,000
Other Services	700	3,441	3,450	0
General Supplies & Equipment	3,700	204	204	0

## TOWN OF QUARTZSITE BUDGET FY 2013-2014

Account Title	2012-13 Adopted Budget	2012-13 Amended Budget	2013-13 Estimated thru 6/30/2013	2013-14 Proposed Budget
Utilities & Telephone	1,000	18	18	0
<b>Total Legal Services</b>	<b>202,865</b>	<b>303,017</b>	<b>354,447</b>	<b>207,000</b>
<b>Library Services</b>				
Salaries & Wages	97,254	93,206	94,341	95,162
Retirement - FICA	7,440	7,130	7,172	7,280
Retirement - 401(k)	5,472	5,473	5,458	5,538
Workers Compensation	280	359	288	420
Health Insurance	18,817	16,143	16,865	16,650
State Unemployment	883	1,281	1,503	1,331
Dues, Subscriptions, Licenses	2,000	2,000	1,711	2,000
Training & Travel	650	500	118	500
Other Services	7,300	8,193	3,354	8,900
General Supplies & Equipment	1,600	1,500	6,017	1,900
Property & Liability Insurance	4,000	5,807	6,455	8,552
Utilities & Telephone	8,000	8,000	10,566	10,800
Building Maintenance & Supplies	1,000	500	138	1,000
Capital Outlay	0	0		20,400
<b>Total Library Services</b>	<b>154,696</b>	<b>150,092</b>	<b>153,985</b>	<b>180,433</b>
<b>Magistrate Court Services</b>				
Salaries & Wages	111,480	39,244	51,269	94,745
Retirement - FICA	6,689	2,986	3,853	7,248
Retirement - 401(k)	8,528	2,342	2,496	5,684
Workers Compensation	259	262	203	392
Health Insurance	26,724	14,430	20,472	34,155
State Unemployment	688	741	1,081	1,285
Dues, Subscriptions, Licenses	1,000	5,000	4,923	4,600
Training & Travel	2,350	2,350	1,822	8,800
OSP - Magistrate Judge	2,000	99,500	97,433	0
OSP - Public Defender	25,000	30,000	38,882	40,000
OSP - Prosecutor	0	71,250	62,937	40,000
OSP - Special Counsel	0	25,000	23,191	0
Other Services	4,100	4,779	1,231	5,100
General Supplies & Equipment	5,250	7,450	10,389	7,850
Property & Liability Insurance	4,000	5,071	5,404	8,552
Utilities & Telephone	5,500	7,800	7,776	7,800
Building Maintenance & Supplies	1,000	500	483	350
<b>Total Magistrate Court Services</b>	<b>204,568</b>	<b>318,705</b>	<b>333,846</b>	<b>266,561</b>
<b>Parks, Recreation &amp; Cemetery Services</b>				
Salaries & Wages	137,831	123,592	102,966	102,984
Retirement - FICA	10,544	8,576	7,680	7,878
Retirement - 401(k)	8,043	5,840	4,634	6,179
Workers Compensation	2,825	2,273	1,900	2,409
Health Insurance	34,864	21,990	25,316	20,709
State Unemployment	1,277	1,809	1,316	1,257
Dues, Subscriptions, Licenses	400	550	329	350
Training & Travel	11,800	12,300	8,803	10,450
Other Services	11,250	13,200	13,100	11,700
General Supplies & Equipment	13,450	19,393	19,300	20,450
Property & Liability Insurance	6,000	7,407	7,001	11,403
Utilities & Telephone	13,700	14,700	12,865	13,200
Building Maintenance & Supplies	1,600	3,300	2,535	4,200

## TOWN OF QUARTZSITE BUDGET FY 2013-2014

Account Title	2012-13 Adopted Budget	2012-13 Amended Budget	2013-13 Estimated thru 6/30/2013	2013-14 Proposed Budget
Capital Outlay	0	6,500	6,185	8,750
Capital Improvements	0	0	0	25,597
CDBG/Other Grant Match	32,966	28,966	29,875	0
<b>Total Parks, Recreation &amp; Cemetery Svcs</b>	<b>286,550</b>	<b>270,396</b>	<b>243,804</b>	<b>247,516</b>
<b>Public Safety Services</b>				
Salaries & Wages	678,087	634,360	624,696	641,858
Retirement - FICA	10,101	11,004	15,487	9,644
Retirement - 401(k)	93,171	87,684	82,382	88,674
Workers Compensation	25,279	25,276	19,520	26,763
Health Insurance	111,875	91,321	106,387	106,035
State Unemployment	2,783	3,812	3,378	3,516
Dues, Subscriptions, Licenses	3,500	3,500	2,979	2,000
Training & Travel	65,000	65,000	51,851	44,500
OSP - Citizens on Patrol	1,000	1,000	677	500
Other Services	16,050	16,550	14,908	7,750
General Supplies & Equipment	23,300	19,557	21,880	17,000
Property & Liability Insurance	26,000	35,293	34,762	54,164
Utilities & Telephone	12,500	16,520	19,062	18,500
Building Maintenance & Supplies	1,500	1,500	1,289	1,500
Capital Lease	0	0	0	16,500
Grant Match	2,000	2,000	0	2,150
<b>Total Public Safety Services</b>	<b>1,072,146</b>	<b>1,014,377</b>	<b>999,258</b>	<b>1,041,054</b>
<b>Transit Van Services</b>				
Salaries & Wages	29,563	58,045	35,062	38,399
Retirement - FICA	2,262	4,440	2,559	2,937
Retirement - 401(k)	1,649	3,358	1,098	2,054
Workers Compensation	1,582	2,545	1,362	1,564
Health Insurance	11,752	11,684	7,380	11,250
State Unemployment	247	873	853	621
Dues, Subscriptions, Licenses	500	500	318	500
Training & Travel	16,250	16,750	19,328	18,850
OSP - Professional	0	0	0	5,000
Other Services	400	300	222	300
General Supplies & Equipment	750	550	254	375
Property & Liability Insurance	3,500	7,900	9,356	14,254
Utilities & Telephone	450	700	1,002	800
Grant Match	6,000	6,682	6,682	6,959
<b>Total Transit Van Services</b>	<b>74,905</b>	<b>114,327</b>	<b>85,475</b>	<b>103,863</b>
<b>Non-Departmental</b>				
Long Term Debt Repayment	0	0	66,118	68,069
Contingency	150,000	0	0	0
<b>Total Non-Departmental</b>	<b>150,000</b>	<b>0</b>	<b>66,118</b>	<b>68,069</b>
<b>REVENUES</b>	<b>2,841,071</b>	<b>2,598,546</b>	<b>2,690,189</b>	<b>2,798,444</b>
<b>EXPENDITURES</b>	<b>2,835,593</b>	<b>2,915,056</b>	<b>2,984,578</b>	<b>2,862,454</b>
<b>Less: Contingency</b>				<b>324,600</b>
<b>NET REVENUES - GENERAL FUND</b>	<b>5,478</b>	<b>(316,510)</b>	<b>(294,389)</b>	<b>(388,610)</b>

## TOWN OF QUARTZSITE BUDGET FY 2013-2014

Account Title	2012-13 Adopted Budget	2012-13 Amended Budget	2013-13 Estimated thru 6/30/2013	2013-14 Proposed Budget
<b>HIGHWAY USER REVENUE FUND (HURF)</b>				
<b>REVENUES</b>				
Highway User Revenue	1,172,463	1,172,463	1,140,631	1,190,677
Miscellaneous	20,000	8,000	18,130	20,000
Interfund Transfer	140,000	140,000	0	0
<b>Total HURF Revenues</b>	<b>1,332,463</b>	<b>1,320,463</b>	<b>1,158,761</b>	<b>1,210,677</b>
<b>Public Works (Highways and Streets)</b>				
Salaries & Wages	304,465	268,725	293,221	308,631
Retirement - FICA	23,291	20,385	21,934	23,610
Retirement - 401(k)	18,268	17,097	13,623	17,362
Workers Compensation	6,918	7,118	12,122	14,118
Health Insurance	68,118	42,395	64,990	54,308
State Unemployment	1,676	2,191	2,286	2,005
Dues, Subscriptions, Licenses	3,000	3,000	2,208	3,000
Training & Travel	33,500	50,843	41,756	60,000
Other Services	70,500	31,000	31,038	31,000
General Supplies & Equipment	18,500	17,500	19,795	25,000
Property & Liability Insurance	50,000	70,657	69,675	105,777
Utilities & Telephone	8,500	8,500	9,606	8,500
Building Maintenance & Supplies	4,500	7,000	7,984	7,000
Capital Lease	41,988	41,988	32,860	42,500
Capital Outlay	15,000	66,000	50,622	61,000
Capital Improvements	0	0	0	35,000
Streets Mtce & Improvements	903,987	862,987	275,834	568,500
Long Term Debt Repayment	0	0	21,907	20,579
<b>Total Public Works Services</b>	<b>1,572,211</b>	<b>1,517,386</b>	<b>971,460</b>	<b>1,387,890</b>
<b>REVENUES</b>	<b>1,332,463</b>	<b>1,320,463</b>	<b>1,158,761</b>	<b>1,210,677</b>
<b>EXPENDITURES</b>	<b>1,572,211</b>	<b>1,517,386</b>	<b>971,460</b>	<b>1,387,890</b>
<b>Less: Contingency</b>				<b>11,100</b>
<b>NET REVENUES - HURF FUND</b>	<b>(239,748)</b>	<b>(196,923)</b>	<b>187,301</b>	<b>(188,313)</b>

## TOWN OF QUARTZSITE BUDGET FY 2013-2014

Account Title	2012-13 Adopted Budget	2012-13 Amended Budget	2013-13 Estimated thru 6/30/2013	2013-14 Proposed Budget
<b>GRANTS FUND</b>				
<b>REVENUES</b>				
Library Grants Funds	14,000	14,000	8,370	15,000
Various Police Grants Funds	264,830	64,830	4,438	86,667
Task Force Funds	87,702	0	0	77,500
Prevention & Life Skills Grant	55,970	55,970	55,693	55,970
Transit Services Grant	0	0	0	50,000
Miscellaneous Grants	455,325	406,656	22,636	200,000
<b>Total Grant Revenues</b>	<b>877,827</b>	<b>541,456</b>	<b>91,137</b>	<b>485,137</b>
<b>EXPENDITURES</b>				
Library Grants	14,000	14,000	34,960	19,674
Various Police Grants	216,600	42,482	4,631	126,216
Task Force	87,702	0	0	77,500
Prevention & Life Skills	55,970	55,970	51,479	55,970
Arizona Centennial	4,310	4,310	3,762	705
Snack Shack Completion	0	0	0	5,000
Transit Services Grant	0	0	0	50,000
Miscellaneous Grants	446,452	477,487	21,730	200,000
<b>Total Grant Expenditures</b>	<b>825,034</b>	<b>594,249</b>	<b>116,562</b>	<b>535,065</b>
<b>REVENUES</b>	<b>877,827</b>	<b>541,456</b>	<b>91,137</b>	<b>485,137</b>
<b>EXPENDITURES</b>	<b>825,034</b>	<b>594,249</b>	<b>116,562</b>	<b>535,065</b>
<b>NET REVENUES - GRANTS FUND</b>	<b>52,793</b>	<b>(52,793)</b>	<b>(25,425)</b>	<b>(49,928)</b>

## TOWN OF QUARTZSITE BUDGET FY 2013-2014

Account Title	2012-13 Adopted Budget	2012-13 Amended Budget	2013-13 Estimated thru 6/30/2013	2013-14 Proposed Budget
<b>CAPITAL PROJECTS FUND</b>				
<b>REVENUES</b>				
ADOT HSIP Townwide Signage	0	0	0	150,000
ADOT Hi Jolly Way Finding	634,364	634,364	0	598,205
ADOT Moon Mtn Design Phase	0	0	0	150,000
ADOT Safe Routes to Schools Design	396,100	396,100	0	118,098
AZ WIFA Loan (WWTP Project)	573,000	573,000	0	1,653,112
USDA RDA Loan (WWTP Project)	2,835,056	2,835,056	0	1,507,000
USDA RDA Grant (WWTP Prjoect)	2,959,584	2,959,584	0	2,959,584
CDBG Community Center Grant	243,558	243,558	243,558	0
Miscellaneous	866,500	866,500	0	0
<b>Total Capital Projects Revenues</b>	<b>8,508,162</b>	<b>8,508,162</b>	<b>243,558</b>	<b>7,135,999</b>
<b>EXPENDITURES</b>				
ADOT HSIP Townwide Signage	0	0	0	150,000
ADOT Hi Jolly Way Finding	634,364	634,364	0	598,205
ADOT Moon Mtn Design Phase	0	0	0	150,000
ADOT Safe Routes to Schools Design	396,100	396,100	0	118,098
WWTP Renovations & Expansion	5,824,640	5,824,640	75,807	6,119,696
CDBG Community Center Grant	243,558	243,558	243,558	0
Miscellaneous	1,001,500	1,001,500	11,500	0
<b>Total Capital Projects Expenditures</b>	<b>8,100,162</b>	<b>8,100,162</b>	<b>330,865</b>	<b>7,135,999</b>
<b>REVENUES</b>	<b>8,508,162</b>	<b>8,508,162</b>	<b>243,558</b>	<b>7,135,999</b>
<b>EXPENDITURES</b>	<b>8,100,162</b>	<b>8,100,162</b>	<b>330,865</b>	<b>7,135,999</b>
<b>NET REVENUES - CAPITAL PROJECTS FUND</b>	<b>408,000</b>	<b>408,000</b>	<b>(87,307)</b>	<b>0</b>

## TOWN OF QUARTZSITE BUDGET FY 2013-2014

Account Title	2012-13 Adopted Budget	2012-13 Amended Budget	2013-13 Estimated thru 6/30/2013	2013-14 Proposed Budget
<b>ENTERPRISE FUND - WATER/WASTEWATER</b>				
<b>REVENUES</b>				
Charges for Services	1,853,459	1,558,459	1,629,902	1,666,986
Miscellaneous	12,000	12,000	0	
CDBG Grant - Water	0	0	0	179,665
<b>Total Water/Wastewater Revenues</b>	<b>1,865,459</b>	<b>1,570,459</b>	<b>1,629,902</b>	<b>1,846,651</b>
<b>Water Department Services</b>				
Salaries & Wages	221,901	215,544	199,017	200,923
Retirement - FICA	16,976	15,877	15,123	16,673
Retirement - 401(k)	13,314	12,117	11,276	12,499
Workers Compensation	4,845	5,382	3,953	5,859
Health Insurance	42,560	31,741	33,349	34,595
State Unemployment	1,241	1,308	1,396	1,342
Dues, Subscriptions, Licenses	20,000	20,000	17,595	16,000
Training & Travel	16,500	15,000	11,932	15,500
Other Services	9,950	9,500	17,394	10,000
General Supplies & Equipment	17,500	15,111	23,850	17,650
Property & Liability Insurance	13,000	16,639	16,082	25,656
Utilities & Telephone	89,000	90,000	93,812	91,000
Building Maintenance & Supplies	1,400	1,400	701	1,500
Capital Outlay	0	0	0	6,000
Capital Improvements- CDBG	0	0	0	225,000
Water Mtce & Improvements	180,500	180,950	61,331	53,115
Long Term Debt Repayment	200,000	200,000	146,156	150,000
Accumulated Depreciation	290,000	290,000	0	0
Contingency	25,000	0	0	0
<b>Total Water Department Services</b>	<b>1,163,687</b>	<b>1,120,569</b>	<b>652,967</b>	<b>883,312</b>
<b>Wastewater Department Services</b>				
Salaries & Wages	141,414	142,736	132,236	140,115
Retirement - FICA	11,698	10,690	10,022	12,021
Retirement - 401(k)	9,175	7,928	7,270	8,875
Workers Compensation	2,793	3,087	2,293	3,545
Health Insurance	35,104	23,779	26,599	26,922
State Unemployment	1,021	1,164	1,096	1,057
Dues, Subscriptions, Licenses	32,000	32,000	9,813	15,000
Training & Travel	22,500	22,500	17,801	23,500
Other Services	32,000	29,300	22,507	27,500
General Supplies & Equipment	22,800	16,900	17,395	16,000
Property & Liability Insurance	15,000	19,000	22,698	34,209
Utilities & Telephone	68,500	70,050	61,486	70,000
Building Maintenance & Supplies	4,500	3,750	3,422	3,726
Capital Outlay	10,000	10,000	0	16,000
Sewer Mtce & Improvements	96,182	48,253	76,758	88,500
Long Term Debt Repayment	280,000	280,000	66,006	473,618
Accumulated Depreciation	217,000	217,000	0	0
Contingency	12,000	0	0	0
<b>Total Wastewater Department Services</b>	<b>1,013,687</b>	<b>938,137</b>	<b>477,400</b>	<b>960,588</b>

## TOWN OF QUARTZSITE BUDGET FY 2013-2014

Account Title	2012-13 Adopted Budget	2012-13 Amended Budget	2013-13 Estimated thru 6/30/2013	2013-14 Proposed Budget
<b>ENTERPRISE FUND - WATER/WASTEWATER (continued)</b>				
REVENUES	1,865,459	1,570,459	1,629,902	1,846,651
EXPENDITURES	2,177,374	2,058,706	1,130,367	1,843,900
Less: Contingency				106,300
<b>NET REVENUES - ENTERPRISE FUND</b>	<b>(311,915)</b>	<b>(488,247)</b>	499,535	<b>(103,549)</b>



2013-2020

Town of Quartzsite

Pavement Preservation Plan

## **2013 Pavement Preservation Plan**

### **Definition:**

Pavement preservation is the planned strategy of cost-effective pavement treatments to an existing roadway to extend the life or improve the serviceability of the pavement. It is a program strategy intended to maintain the functional or structural condition of the pavement. It is the strategy for individual pavements and for optimizing the performance of a pavement network.

Typical pavement preservation treatments include crack and joint seals, seal coats, fog seals, slurry coats, milling or grinding, thin overlays, under seals, retrofit dowels, patches/repairs, and retrofit edge drains.

### **What are the benefits of pavement preservation?**

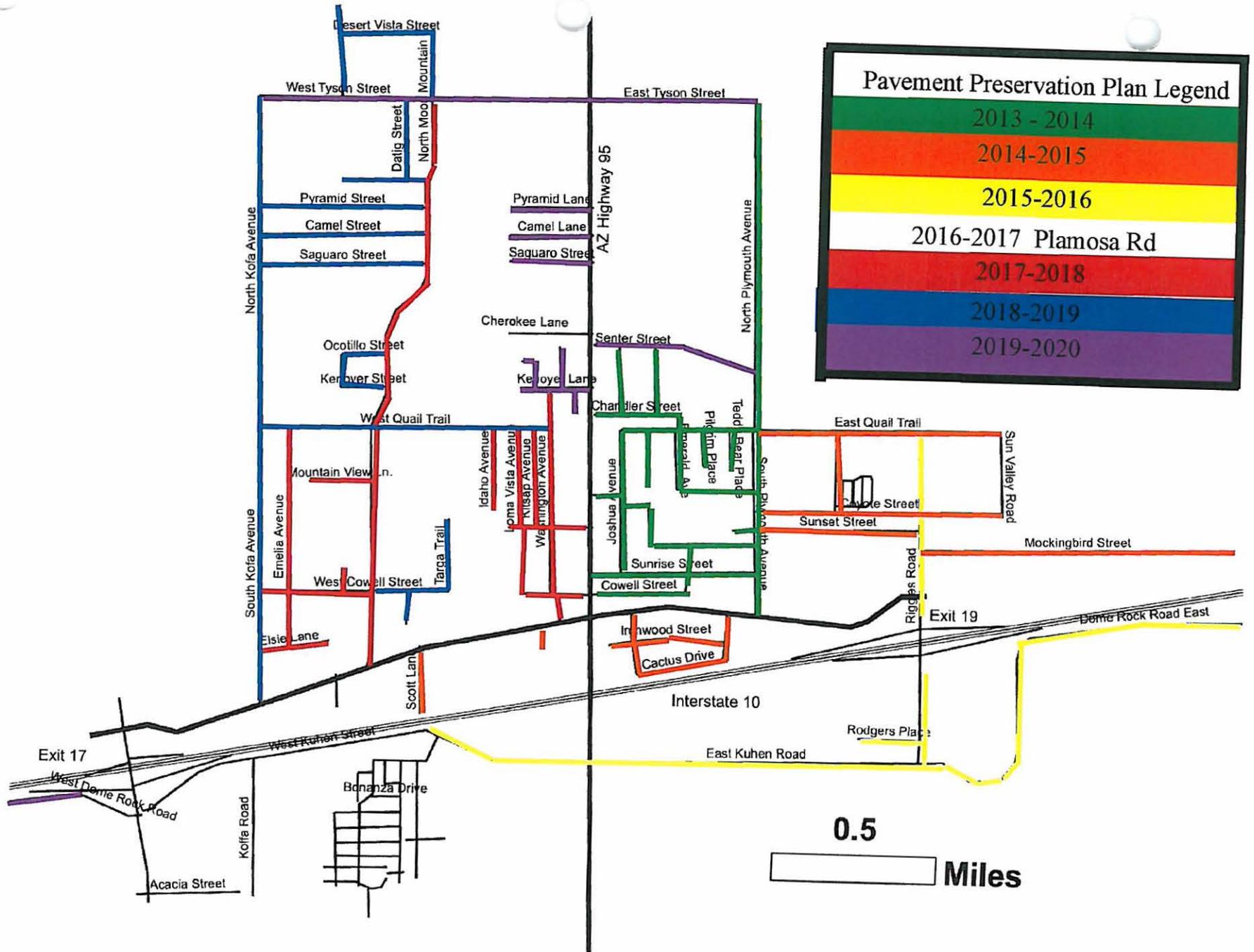
- \*Lower costs over time – Studies show every additional dollar spent on the preventive maintenance treatments saves up to \$10 in future rehabilitation cost.
- \*More predictable costs – If you schedule your treatments and keep your pavements maintained, you should be better able to predict and plan future costs.
- \*Fewer premature pavement failures – Many premature pavement failures are caused by pavement damage that goes untreated, such as water seeping into cracks.
- \*Better condition pavements – Scheduled monitoring and pavement treatments keep pavements in better overall condition than random or insufficient maintenance.
- \*Reduced user delays and user costs – The more extensive damage a pavement has, the longer drivers will be delayed due to construction. Pavements that are in good condition are also easier on a vehicle's daily wear and tear.
- \*Better utilization of resources – Regularly scheduling treatments allows better use of available resources, and planning for those you may need (such as contractors, equipment, etc.)
- \*A happier driving public – Drivers will get to their destinations on time over safe, well-maintained roads and parking lots.

The overall goal of pavement preservation is to provide the highest quality service possible to the customer per unit of expenditure and to maximize customer satisfaction. Pavement preservation should minimize the pavement life cycle costs, reduce delays and inconveniences, and maximize user comfort and safety.

### **Overview:**

In general, our plan is to keep our roads in the best condition possible, staying within or under budget. Our plan is to address each road within a seven year period. Seven years is about the maximum life expectancy for a pavement treatment. Each year we will address approximately 85,000 yards of roadway.





Desert Vista Street

West Tyson Street

East Tyson Street

North Kofia Avenue

AZ Highway 95

North Plymouth Avenue

Pyramid Street  
Camel Street  
Saguaro Street

Pyramid Lane  
Camel Lane  
Saguaro Street

Ocotillo Street  
Kerover Street

Cherokee Lane  
Senter Street  
Keyoye Lane

West Quail Trail

Charlter Street  
Tedd Street  
Pickett Place  
Emerald Lane

Mountain View Ln.

East Quail Trail

South Kofia Avenue

Emelia Avenue

West Cowell Street

Idaho Avenue  
Loma Vista Avenue  
Kisap Avenue  
Washington Avenue

Joshua Avenue  
Sunrise Street  
Cowell Street

Sun Valley Road

Sunset Street

Sun Valley Road

Mockingbird Street

Elsie Lane

Scott Lane

Inwood Street  
Cactus Drive

Riggas Road

Exit 19

Demie Rock Road East

Interstate 10

Exit 17

West Demie Rock Road

Acacia Street

Kofia Road

Bchanza Drive

0.5

Miles

STREETS	Street Length	Street Width	SQ. YARDS	Cost
<b>2013-2014</b>				
Plymouth Ave. North of Quail Trail	5,233	26	15,117.56	
Plymouth Ave. South of Quail Tr.	2,582	26	7,459.11	
Plymouth Ave. S. of Quail Tr. In front of Everetts to B-10	294	40	1,306.67	
N. Chase Ave.	1,080	22	2,640.00	
N. Olinger Ave.	1,076	22	2,630.22	
E. Chandler St.	1,330	26	3,842.22	
E. Quail Trail Joshua to Plymouth	2,140	20	4,755.56	
N. Roadrunner Ave.	610	20	1,355.56	
N. Emerald Ave. From Quail to Chandler	207	26	598.00	
Teddy Bear Pl.	636	18	1,272.00	
N. Pilgrim Pl.	607	18	1,214.00	
E. No Name St. From our slurry	273	22	667.33	
E. Mockingbird St.	1,698	20	3,773.33	
E. Mayflower St.	1,285	24	3,426.67	
E. Sunset Pl. Excluding concrete wash	760	24	2,026.67	
E. Cowell St.	1,478	20	3,284.44	
N. Smith Ave.	746	18	1,492.00	
E. Sunrise St.	2,537	20	5,637.78	
E. Lizard St.	430	22	1,051.11	
N. Joshua Ave.	2,244	24	5,984.00	
N. Roadrunner Pl.	756	18	1,512.00	
N. Emerald Ave.	935	18	1,870.00	
Parking lots and walking trails				
	28,937		72,916.22	

The streets listed in the shaded area above received pavement preservation completed in fy (fiscal year) 2012-2013 with a total of 32,996 square yards, these streets will be included in the rotation in the fy (fiscal year 2020-2021). The 32,996 sq.yards will be used for parking lots and walking trails in fy stated in the document.

STREETS	Street Length	Street Width	SQ. Yards	Cost
<b>2014-2015</b>				
E. Quail Trail <i>From Plymouth to Riggles</i>	2,622	26	7,574.67	
E. Quail Trail <i>Riggles to Sun Valey</i>	1,250	26	3,611.11	
E. Coyote St. <i>From Plymouth to Riggles</i>	2,621	22	6,406.89	
E. Coyote St. <i>From Riggles to Sun Valley</i>	1,277	26	3,689.11	
E. Sunset St.	2,618	26	7,563.11	
N. Las Palomas	1,274	26	3,680.44	
E. Mockingbird St. <i>East side of Riggles</i>	3,990	26	11,526.67	
S. Palo Verde Ave.	695	26	2,007.78	
E. Ironwood St.	1,880	26	5,431.11	
S. Mesquite Ave.	996	26	2,877.33	
E. Cactus St.	1,346	26	3,888.44	
E. Dome Rock Rd.	3,900	26	11,266.67	
Show Place Ln	285	24	697	
Scott Ln	941	20	2091	
Total	25,695		72,311.33	

STREETS	Street Length	Street Width	SQ. YARDS	Cost
<b>2015-2016</b>				
S. Riggles Ave.	1,022	26	2,952.44	
Riggles Ave. <i>Quail to Coyote St.</i>	1,227	24	3,272.00	
Riggles Ave. <i>Coyote St. to B-10</i>	1,214	26	3,507.11	
E. Kuehn St.	9,094	26	26,271.56	
W. Kuehn St.	2,350	26	6,788.89	
Rodgers Place (rebuild)	1268	26	3,663.11	
E. Dome Rock Rd.	10,440	26	30,160.00	
Total	26,615		76,615.11	

STREETS	Street Length	Street Width	SQ. YARDS	Cost
2016-2017				
Plamosa Rd.	44352	26	128,128.00	
Total	44,352		128,128.00	

STREETS	Street Length	Street Width	SQ. YARDS	Cost
<b>2017-2018</b>				
Moon Mtn. south of Quail Trail to Main St.	3,710	24	9,893.33	
Mountain View Lane (Possible rebuild)	991	22	2,422.44	
Moon Mtn. north of Quail Trail Quail Tr. to Tyson	5,502	26	15,894.67	
Elsie Lane	1,146	24	3,056.00	
Emelia Ave.	3,542	22	8,658.22	
N. Idaho Ave.	1,323	22	3,234.00	
N. Loma Vista north of Quail Trail	203	20	451.11	
N. Loma Vista south of Quail Trail	555	20	1,233.33	
N. Kitsap Ave.	1,564	24	4,170.67	
N. Washington Ave.	3,309	26	9,559.33	
W. Sunset St.	1,275	22	3,116.67	
N. Oregon Ave.	1,074	26	3,102.67	
W. Cowell St. Central to Oregon	1,036	26	2,992.89	
W. Cowell St. Moon Mountain to Kofa	1,760	26	5,084.44	
N. Johnson Ave.	254	50	1,411.11	
N. Snowbird Ln	420	22	1,026.67	
Employee Parking Lot			4,160.00	
R.C. Airport Extension			533.00	
<b>Total</b>	<b>27,664</b>		<b>80,000.56</b>	

STREETS	Street Length	Street Width	SQ. YARDS	Cost
<b>2018 - 2019</b>				
N. Church Ln.	505	20	1,122.22	
W. Cowell St. <i>Targa Trail To Moon Mountain</i>	1250	26	3,611.11	
Targa Trail Ln. (rebuild) <i>to north end of pavement</i>	1,165	14	1,812.22	
W. Quail Trail	4,629	26	13,372.67	
W. Kenoyer St. <i>Off Moon Moutain</i> (rebuild)	705	16	1,253.33	
N. Deadwood Ave. (rebuild)	495	16	880.00	
W. Ocotillo Ln. (rebuild)	690	18	1,380.00	
W. Saquaro St.	2,675	20	5,944.44	
W. Camel St.	2,673	18	5,346.00	
W. Pyramid St.	2,672	18	5,344.00	
W. Malapai Ln.	1,357	20	3,015.56	
N. Datig Ave.	1,280	18	2,560.00	
N. Desert Ave.	1,000	20	2,222.22	
W. Desert Vista St.	1,430	24	3,813.33	
Kofa Ave. <i>south of Quail Trail</i>	4,310	26	12,451.11	
Kofa Ave. <i>north of Quail Tr.</i>	5,303	26	15,319.78	
Moon Mtn. north of Tyson <i>Tyson to W. Desert Vista</i>	977	30	3,256.67	
<b>Total</b>	<b>33,116</b>		<b>82,704.67</b>	

STREETS	Street Length	Street Width	SQ. YARDS	Cost
STREETS	Street Length	Street Width	SQ. Yards	Cost
<b>2019 - 2020</b>				
E. Tyson St.	2,410	26	6,962.22	
W. Tyson St.	5,155	26	14,892.22	
Pyramid Ln.	1,241	26	3,585.11	
Camel Ln.	1,185	26	3,423.33	
Saguaro Ln.	1,277	22	3,121.56	
Cholla Rd.	4,550	26	13,144.44	
W. Dome Rock Rd.	6,849	24	18,264.00	
W. Kenoyer Ln.	1,026	25	2,850.00	
Lollipop Ln.	560	20	1,244.44	
Cornejo Ln.	325	20	722.22	
Tesota Ave.	440	22	1,075.56	
W. Crystal Ln.	210	20	466.67	
Senter St.	2,635	26	7,612.22	
	<b>27,863</b>		<b>77,364.00</b>	

**Town of Quartzsite**  
**Fiscal Year 2013-2014 Budget Calendar**  
(updated 5/24/13)

Date	Activity
March 20	State Shared Revenue estimate received from AZ League of Cities & Towns
Mid-April	State Expenditure Limitation Information available
April 17	Department budget estimates and requests due
April 22 - 26	Town Manager review and discussion with each Department
<del>May 1</del>	<del>Revised Shared Revenue estimates provided by AZ League of Cities &amp; Towns</del>
May 14	Preliminary Budget discussion at Regular Council Meeting
June (month of)	Fiscal Year 2013-2014 Setup in Accounting System
<del>June 4</del> >>> June 7	Submit Tentative Budget to Council for review Council Budget discussion at Special Council Meeting
June 18	Council Budget discussion at Special Council Meeting
June 25	Adoption of Tentative Budget at Regular Council Meeting
June 26	Publication of Tentative Budget Notice of Public Hearings
July 1, 2013	Fiscal Year 2013 - 2014 begins
July 3	Publication of Tentative Budget Notice of Public Hearings
July 9	Public Hearing #1 at Regular Council Meeting Revisions to Tentative Budget upon Council review
July 23	Public Hearing #2 at Regular Council Meeting
August 6	Final Review of FY 13-14 Budget at Special Council Meeting
August 13	Adoption of Final Proposed Budget at Regular Council Meeting
July 1, 2013 - June 30, 2014	FY 12-13 Closeout; FY 12-13 Audit FY 13-14 Budget: Monitor, Assess, Report, Adjust

CITY/TOWN OF QUARTZSITE  
Summary Schedule of Estimated Revenues and Expenditures/Expenses  
Fiscal Year 2014

FUND	ADOPTED BUDGETED EXPENDITURES/EXPENSES* 2013	ACTUAL EXPENDITURES/EXPENSES** 2013	FUND BALANCE/NET POSITION*** July 1, 2013**	PROPERTY TAX REVENUES 2014	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2014	OTHER FINANCING 2014		INTERFUND TRANSFERS 2014		TOTAL FINANCIAL RESOURCES AVAILABLE 2014	BUDGETED EXPENDITURES/EXPENSES 2014
						SOURCES	<USES>	IN	<OUT>		
1. General Fund	\$ 2,915,056	\$ 2,984,577	\$ 2,400,000	Primary:	\$ 2,798,444	\$	\$	\$	\$	\$ 5,198,444	\$ 3,187,054
2. Special Revenue Funds	2,030,169	1,055,479	4,349,928	Secondary:	1,695,814					6,045,742	1,934,055
3. Debt Service Funds Available											
4. Less: Amounts for Future Debt Retirement											
5. Total Debt Service Funds											
6. Capital Projects Funds	8,100,162	330,865			3,975,887	3,160,112				7,135,999	7,135,999
7. Permanent Funds											
8. Enterprise Funds Available	2,058,706	1,130,367	1,700,000		1,846,651					3,546,651	1,950,200
9. Less: Amounts for Future Debt Retirement											
10. Total Enterprise Funds	2,058,706	1,130,367	1,700,000		1,846,651					3,546,651	1,950,200
11. Internal Service Funds											
12. TOTAL ALL FUNDS	\$ 15,104,093	\$ 5,501,288	\$ 8,449,928	\$	\$ 10,316,796	\$ 3,160,112	\$	\$	\$	\$ 21,926,836	\$ 14,207,308

**EXPENDITURE LIMITATION COMPARISON**

	2013	2014
1. Budgeted expenditures/expenses	\$ 15,104,093	\$ 14,207,308
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	15,104,093	14,207,308
4. Less: estimated exclusions	10,600,709	9,255,576
5. Amount subject to the expenditure limitation	\$ 4,503,384	\$ 4,951,732
6. EEC or voter-approved alternative expenditure limitation	\$ 4,824,056	\$ 4,960,834

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

\* Includes Expenditure/Expense Adjustments Approved in current year from Schedule E.

\*\* Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

\*\*\* Amounts in this column represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

**CITY/TOWN OF QUARTZSITE**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2014**

<b>SOURCE OF REVENUES</b>	<b>ESTIMATED REVENUES 2013</b>	<b>ACTUAL REVENUES* 2013</b>	<b>ESTIMATED REVENUES 2014</b>
<b>GENERAL FUND</b>			
<b>Local taxes</b>			
City sales Tax	\$ 1,250,000	\$ 1,297,408	\$ 1,300,000
Recap Vendor Sales Tax	30,000	10,585	45,000
<b>Licenses and permits</b>			
Building Permits	90,000	55,397	60,000
Permanent Business Licenses	37,000	9,690	10,000
Vendor Business Licenses	69,000	64,398	62,000
Recap Engineering Fees	5,000		
Franchise Fees	50,000	80,718	70,000
<b>Intergovernmental</b>			
State Sales Tax	307,472	286,712	317,721
Urban Revenue Sharing (Income Tax)	375,564	375,564	410,224
Vehicle Licenses	303,515	278,394	313,179
<b>Charges for services</b>			
Library Fees	700	471	
<b>Fines and forfeits</b>			
Municipal Court Fines	150,000	118,000	117,000
Court Fines - Restricted	39,770	9,780	14,000
<b>Interest on investments</b>			
Interest Earnings	5,000	5,705	5,500
<b>In-lieu property taxes</b>			
<b>Contributions</b>			
Donations & Fees-Restricted	12,800	6,866	13,000
Community Center Fees - Restricted			7,500
<b>Miscellaneous</b>			
Land Leases & Rentals	12,320	12,320	30,320
Miscellaneous	5,000	32,043	23,000
Contingency	150,000		
<b>Total General Fund</b>	<b>\$ 2,893,141</b>	<b>\$ 2,644,051</b>	<b>\$ 2,798,444</b>

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**CITY/TOWN OF QUARTZSITE**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2014**

SOURCE OF REVENUES	ESTIMATED REVENUES 2013	ACTUAL REVENUES* 2013	ESTIMATED REVENUES 2014
<b>SPECIAL REVENUE FUNDS</b>			
<b>Highway User Revenue Fund</b>			
HURF	\$ 1,172,463	\$ 1,091,600	\$ 1,190,677
Permits	3,000	2,557	
Misc.	2,000	3,045	5,000
Auction	15,000	15,497	15,000
<b>Total Highway User Revenue Fund</b>	<b>\$ 1,192,463</b>	<b>\$ 1,112,698</b>	<b>\$ 1,210,677</b>
<b>Local Transportation Assistance Fund</b>			
Tansit Van Donations	\$ 6,000	\$ 9,481	
LTAF Grant			
WACOG Van Donation Grant	26,000		
ADOT Van Grant	70,000		
<b>Total Local Transportation Assistance Fund</b>	<b>\$ 102,000</b>	<b>\$ 9,481</b>	
<b>Public Safety Grants</b>			
Various Police Grant Funds	264,830	16,220	86,667
Task Force	87,702		77,500
<b>Total Public Safety Grants</b>	<b>\$ 352,532</b>	<b>\$ 16,220</b>	<b>\$ 164,167</b>
<b>Municipal Court Funds</b>			
	\$	\$	\$
<b>Total Municipal Court Funds</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Miscellaneous</b>			
		\$	\$
Library Grants Fund	14,000	4,438	15,000
Prevention & Life Skills Grant	50,564	55,693	55,970
Transit Services Grant			50,000
Miscellaneous Grants	455,325	22,636	200,000
<b>Total Miscellaneous Funds</b>	<b>\$ 519,889</b>	<b>\$ 82,767</b>	<b>\$ 320,970</b>
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
<b>Total Special Revenue Funds</b>	<b>\$ 2,166,884</b>	<b>\$ 1,221,166</b>	<b>\$ 1,695,814</b>

**CITY/TOWN OF QUARTZSITE**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2014**

SOURCE OF REVENUES	ESTIMATED REVENUES 2013	ACTUAL REVENUES* 2013	ESTIMATED REVENUES 2014
<b>DEBT SERVICE FUNDS</b>			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
<b>Total Debt Service Funds</b>	\$	\$	\$
<b>CAPITAL PROJECTS FUNDS</b>			
ADOT HSIP Townwide Signage			150,000
ADOT Hi Jolly Way Finding	634,364		598,205
ADOT Moon Mtn Design Phase			150,000
ADOT Safe Routes to Schools Design	396,100		118,098
AZ WIFA Loan (WWTP project)	573,000		
USDA RDA Loan (WWTP project)	2,835,056		
USDA RDA Grant (WWTP project)	2,959,584		2,959,584
CDBG Community Center Grant	243,558	243,558	
Miscellaneous	866,500		
	\$ 8,508,162	\$ 243,558	\$ 3,975,887
	\$	\$	\$
	\$	\$	\$
<b>Total Capital Projects Funds</b>	\$ 8,508,162	\$ 243,558	\$ 3,975,887





**CITY/TOWN OF QUARTZSITE**  
**Other Financing Sources/<Uses> and Interfund Transfers**  
**Fiscal Year 2014**

FUND	OTHER FINANCING 2014		INTERFUND TRANSFERS 2014	
	SOURCES	<USES>	IN	<OUT>
<b>GENERAL FUND</b>				
	\$	\$	\$	\$
<b>Total General Fund</b>	\$	\$	\$	\$
<b>SPECIAL REVENUE FUNDS</b>				
	\$	\$	\$	\$
<b>Total Special Revenue Funds</b>	\$	\$	\$	\$
<b>DEBT SERVICE FUNDS</b>				
	\$	\$	\$	\$
<b>Total Debt Service Funds</b>	\$	\$	\$	\$
<b>CAPITAL PROJECTS FUNDS</b>				
WIFA Loan	\$ 1,653,112	\$	\$	\$
USDA - RD Loan	1,507,000			
<b>Total Capital Projects Funds</b>	\$ 3,160,112	\$	\$	\$
<b>PERMANENT FUNDS</b>				
	\$	\$	\$	\$
<b>Total Permanent Funds</b>	\$	\$	\$	\$
<b>ENTERPRISE FUNDS</b>				
	\$	\$	\$	\$
<b>Total Enterprise Funds</b>	\$	\$	\$	\$
<b>INTERNAL SERVICE FUNDS</b>				
	\$	\$	\$	\$
<b>Total Internal Service Funds</b>	\$	\$	\$	\$
<b>TOTAL ALL FUNDS</b>	\$ 3,160,112	\$	\$	\$

**CITY/TOWN OF QUARTZSITE**  
**Expenditures/Expenses by Fund**  
**Fiscal Year 2014**

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2013	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2013	ACTUAL EXPENDITURES/ EXPENSES* 2013	BUDGETED EXPENDITURES/ EXPENSES 2014
<b>GENERAL FUND</b>				
01-110 Town Council	\$ 102,615	\$ 8,829	\$ 103,004	\$ 104,291
01-120 Legal	202,865	100,152	354,447	207,000
01-130 Administration/Finance	454,154	53,026	506,105	497,197
01-140 Police	1,072,146	(57,769)	999,258	1,041,054
01-150 Municipal Court	204,568	114,137	333,846	266,561
01-160 Community Services	133,094	(7,576)	138,535	106,470
01-161 Economic/Community Outre				40,000
01-170 Library	154,696	(4,604)	153,985	180,433
01-180 Park/Recreation/Cemetery	286,550	(16,154)	243,804	247,516
01-230 Transit Van	74,905	39,422	85,475	103,863
Long Term Debt Repayment			66,118	68,069
Contingency	150,000	(150,000)		324,600
<b>Total General Fund</b>	<b>\$ 2,835,593</b>	<b>\$ 79,463</b>	<b>\$ 2,984,577</b>	<b>\$ 3,187,054</b>
<b>SPECIAL REVENUE FUNDS</b>				
HURF	1,572,211	(54,825)	971,460	1,387,890
HURF Contingency				11,100
Various Police Grants	264,830	(100,000)	9,137	126,216
Library Grants	14,000		3,487	19,674
Task Force	87,702	(87,702)		77,500
Prevention Life Skills	55,970		51,479	55,970
Transit Service Grant				50,000
Miscellaneous Grants	455,965	(188,342)	19,561	200,000
Arizona Centennial	4,310		355	705
Snack Shack Completion	6,050			5,000
<b>Total Special Revenue Funds</b>	<b>\$ 2,461,038</b>	<b>\$ (430,869)</b>	<b>\$ 1,055,479</b>	<b>\$ 1,934,055</b>
<b>DEBT SERVICE FUNDS</b>				
	\$	\$	\$	\$
<b>Total Debt Service Funds</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>CAPITAL PROJECTS FUNDS</b>				
Water Project	\$ 30,000	\$	\$	\$
Sewer Project	5,794,640		75,807	6,119,696
46-216 HSIP-Fome Rock Grant	600,000			
31-112 HiJolly Signage Grant	634,364			598,205
CDBG Water Prject Grant	165,000			
51-215 ADOT Safe Routes to Schor	396,100			118,098
CDBG Community Bldg Grant	243,558		243,558	
ADOT Gateway Signage Grant	11,500		11,500	
52-218 Smart Growth Grant	225,000			
ADOT HSIP Townwide Signage				150,000
ADOT Moon Mtn Design Phase				150,000
<b>Total Capital Projects Funds</b>	<b>\$ 8,100,162</b>	<b>\$</b>	<b>\$ 330,865</b>	<b>\$ 7,135,999</b>
<b>PERMANENT FUNDS</b>				
	\$	\$	\$	\$
<b>Total Permanent Funds</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>ENTERPRISE FUNDS</b>				
15-500 Wastewater	\$ 1,013,687	\$ (75,550)	\$ 477,400	\$ 960,588
16-550 Water	1,163,687	(43,118)	652,967	883,312
Contingency				106,300
<b>Total Enterprise Funds</b>	<b>\$ 2,177,374</b>	<b>\$ (118,668)</b>	<b>\$ 1,130,367</b>	<b>\$ 1,950,200</b>
<b>INTERNAL SERVICE FUNDS</b>				
	\$	\$	\$	\$
<b>Total Internal Service Funds</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 15,574,167</b>	<b>\$ (470,074)</b>	<b>\$ 5,501,288</b>	<b>\$ 14,207,308</b>

\* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**CITY/TOWN OF QUARTZSITE**  
**Full-Time Employees and Personnel Compensation**  
**Fiscal Year 2014**

<b>FUND</b>	<b>Full-Time Equivalent (FTE) 2014</b>	<b>Employee Salaries and Hourly Costs 2014</b>	<b>Retirement Costs 2014</b>	<b>Healthcare Costs 2014</b>	<b>Other Benefit Costs 2014</b>	<b>Total Estimated Personnel Compensation 2014</b>
<b>GENERAL FUND</b>	32	\$ 1,221,262	\$ 118,712	\$ 212,328	\$ 134,437	= \$ 1,686,739
<b>SPECIAL REVENUE FUNDS</b>						
HURF	8	\$ 308,631	\$ 17,362	\$ 54,308	\$ 39,733	= \$ 420,034
Transit Van	2	38,399	2,054	11,250	5,123	56,825
Prevention & Life Skills	1	26,077	1,451	7,538	2,721	37,787
<b>Total Special Revenue Funds</b>	11	\$ 373,107	\$ 20,867	\$ 73,096	\$ 47,577	= \$ 514,646
<b>DEBT SERVICE FUNDS</b>						
		\$	\$	\$	\$	= \$
<b>Total Debt Service Funds</b>		\$	\$	\$	\$	= \$
<b>CAPITAL PROJECTS FUNDS</b>						
		\$	\$	\$	\$	= \$
<b>Total Capital Projects Funds</b>		\$	\$	\$	\$	= \$
<b>PERMANENT FUNDS</b>						
		\$	\$	\$	\$	= \$
<b>Total Permanent Funds</b>		\$	\$	\$	\$	= \$
<b>ENTERPRISE FUNDS</b>						
Water	5	\$ 200,923	\$ 12,499	\$ 34,595	\$ 23,874	= \$ 271,891
Wastewater	4	138,826	8,773	26,923	16,521	191,042
<b>Total Enterprise Funds</b>	9	\$ 339,749	\$ 21,272	\$ 61,517	\$ 40,395	= \$ 462,933
<b>TOTAL ALL FUNDS</b>	51	\$ 1,934,118	\$ 160,851	\$ 346,941	\$ 222,409	= \$ 2,664,318



## TOWN OF QUARTZSITE

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### REGULAR COUNCIL MEETING

Wednesday, June 26, 2013

- Agenda Item #7** Consider Approval of an Ordinance amending the Town Code for the Town of Quartzsite by repealing Sections 5-701 and 5-702 of Chapter 5, Magistrate, Article 7, Discipline.
- Summary:** Town Code Sections 5-701 and 5-702 of Chapter 5, Magistrate, as they currently exist, may limit the independence of the Town Magistrate.
- This resolution proposes to repeal those Sections that are not appropriate to the conduct of the Magistrate Court.
- Responsible Person:** Laura Bruno, Town Manager
- Attachment:**
1. Revised Town Code Chapter 5 Magistrate.
  2. Proposed Ordinance providing for repeal of Sections 5-701 and 5-702 of Chapter 5, Magistrate, Article 7, Discipline.
- Action Requested:** **Approve an Ordinance amending the Town Code for the Town of Quartzsite by repealing Sections 5-701 and 5-702 of Chapter 5, Magistrate, Article 7, Discipline; providing for repeal of conflicting ordinances or resolutions and providing for severability.**

## **CHAPTER 5 — MAGISTRATE**

(Ord 11-14)

### **ARTICLE 5-1 — ESTABLISHMENT AND JURISDICTION OF MUNICIPAL COURT**

#### **§ 5-101 — Establishment and Jurisdiction of Municipal Court**

There is hereby established in the town a municipal court which shall have jurisdiction of all violations of this code, and jurisdiction concurrently with the La Paz County Justice of the Peace Precinct in which the town is located and the Superior Court of the State of Arizona over violations of civil, civil traffic, petty and misdemeanor offenses as defined by Arizona Revised Statutes of which any element thereof is alleged to have been committed within the limits of the town.

### **ARTICLE 5-2 — MAGISTRATE**

#### **§ 5-201 — Town Magistrate**

- A. The presiding officer of the municipal court shall be the Town Magistrate.
- B. The Town Magistrate shall be appointed by the Common Council.
- C. The town magistrate shall serve a term of two years, with the beginning and end of the term to be specified at the time of appointment.
- D. The term shall automatically terminate upon expiration of said two-year period, unless prior thereto the Common Council shall by a majority vote otherwise direct.
- E. Nothing in this article shall change the town's right, after a due process hearing, to remove the magistrate for cause.

#### **§ 5-202 — Pro Tem Town Magistrate**

- A. Every Magistrate, Pro Tem Magistrate, Justice of the Peace, Pro Tem Justice of the Peace, Judge of the Superior Court, Pro Tem Judge of the Superior Court and Superior Court Commissioner so employed by any county, city or town of the State of Arizona or by the State of Arizona, is qualified to serve as a Pro Tem Town Magistrate and, if assigned to serve in such capacity by the Town Magistrate, shall be permitted to serve as a Pro Tem Town Magistrate without the formality of the ratification of such appointment by the Common Council.
- B. The Town Magistrate may, but is not required to, appoint one or more Pro Tem Magistrates not otherwise qualified to serve as a Pro Tem Town Magistrate pursuant to Town Code § 5-202(A) with the advice and consent of the Common Council.
- C. A Pro Tem Magistrate shall, while so serving, have all the duties, responsibilities and authority of the Town Magistrate.
- D. Any Pro Tem Magistrate may serve as Town Magistrate in the absence of the town magistrate.
- E. A Pro Tem Magistrate shall, regardless of the presence or absence of the Town Magistrate, preside over such matters as are assigned by the Town Magistrate.

F. The term for a Pro Tem Magistrate appointed pursuant to Town Code § 5-202(B) is two years, with the beginning and end of the term to be specified at the time of appointment.

G. The term for a Pro Tem Magistrate appointed pursuant to Town Code § 5-202(B) shall automatically terminate upon expiration of said two-year period, unless prior thereto the Council shall by a majority vote otherwise direct.

H. Nothing in this article shall change the town's right, after a due process hearing, to remove a Pro Tem Town Magistrate appointed pursuant to Town Code § 5-202(B) for cause.

### **§ 5-203 — Powers and Duties of Town Magistrate**

A. The powers and duties set fourth and conferred upon him under the provisions of the state constitution and statutes, this code and the ordinances and resolution of the town.

B. The keeping of a docket in which shall be entered each action and the proceedings of the court therein.

C. The responsibility for fixing and receiving all bonds and bails and receiving all fines, penalties, fees and other monies as provided by law.

D. Payment of all fees, fines, penalties and other monies collected by the court to the treasurer.

E. Submitting a monthly report to the Council summarizing court activities for that month.

F. Preparation of a schedule of traffic violations not involving the death of a person, listing specific bail for each violation.

## **ARTICLE 5-3 — PROCEEDINGS OF COURT**

### **§ 5-301— Proceedings**

Municipal Court proceedings shall be governed by the applicable provisions of the Arizona Constitution, Arizona Revised Statutes and Arizona Supreme Court Rules pertaining to the type and nature of cause being heard by the Court.

## **ARTICLE 5-4 — FEES AND COURT ENHANCEMENT FUND**

### **§ 5-401 — Collection Agency Fees**

A defendant who defaults in his or her obligation for the payment of monies owed or dues to the Magistrate Court, including but not limited to restitution, fines, sanctions, surcharges, assessments, penalties, bonds, costs and/or fees, is liable for any and all fees and charges assessed by a collection agency that is licensed pursuant to Title 32, Chapter 9, Article 2, Arizona Revised Statutes, and that is engaged by the Magistrate Court to collect and enforce such payment. The collection fees and charges assessed by the collection agency shall be added to the sum or sums due from and chargeable against the defendant.

### **§ 5-402 — Attorney Collection Fees**

A defendant who defaults in his or her obligation for the payment of monies owed or due to the Magistrate Court, including but not limited to restitution, fines, sanctions, surcharges, assessments, penalties, bonds, costs and/or fees, is liable for any and all fees and charges assessed by a duly licensed attorney, and who is engaged by the Magistrate Court to collect and enforced such payment. The collection fees and charges assessed by the attorney shall be added to the sum or sums due from and chargeable against the defendant.

### **§ 5-403 — Warrant Fees**

A. The Municipal Court shall assess a Warrant Fee for each warrant the court is required to issue as the result of the defendant's violation of a promise to appear, failure to appear, failure to comply with a court order to maintain contact with his or her attorney, as a result of the return by the United States Postal Service of a summons mailed by certified mail, as the result of an order to show cause, as the result of a charge or finding of contempt of court, as the result of a violation of a court order, as a result of an alleged failure to comply with a term or condition of a sentence imposed, as a result of an alleged failure to comply with a term or condition of probation, as a result of an alleged failure to comply with a term or condition of deferred prosecution or as a result of an alleged failure to comply with a term or condition of pre or post-plea prosecution diversion.

B. The Warrant Fee shall be set in a schedule by the Town Magistrate subject to approval by the Common Council.

C. The Warrant Fee shall be listed on the warrant but is independent of, and in addition to, the bond and surcharge which must also be posted to secure the defendant's release.

D. The Warrant Fee shall remain owing notwithstanding the quashing or vacating of the warrant requiring its assessment or the dismissal, with or without prejudice, of the case in which the fee was assessed.

E. Notwithstanding Town Code § 5-403(C), the Court may waive the Warrant Fee if the Court determines that the ends of justice would otherwise be thwarted by the collection of the fee. The Court shall waive the Warrant Fee if the Court determines by clear and convincing evidence exists that, through no fault of the defendant's, the summons returned by the United States Postal Service was mailed to an address at which the defendant could not have received the summons.

### **§ 5-404 — Suspension Fees**

A. The Municipal Court shall assess a Suspension Fee for each suspension of any driver's license which a court is required to issue as a result of a failure to appear to answer a charge or to pay a civil sanction or criminal fine.

B. The Suspension Fee shall be set in a schedule by the Town Magistrate subject to approval by the Common Council.

C. The Suspension Fee shall remain owing notwithstanding the quashing or vacating of the warrant requiring its assessment or the dismissal, with or without prejudice, of the case in which the fee was assessed.

D. Notwithstanding Town Code § 5-404(C), the Court may waive the Suspension Fee if the Court determines that the ends of justice would otherwise be thwarted by the collection of the fee.

#### **§ 5-405 — Credit/Check/Debit Card Service Fee**

The Municipal Court shall assess a service fee to cover the costs associated with the processing of payments to the court, by credit, check, or debit card. Such fee shall be reflected in those costs and charges assessed by the credit card processing center, as well as the costs of maintenance and operation by the Town Finance Department.

#### **§ 5-406 — Public Safety Recovery Fee**

A. A public Safety Recovery Fee shall be collected from a defendant found guilty or responsible of any criminal or civil violation, other than a parking violation, on a per charge basis.

B. The Finance Director shall establish a Public Safety Recovery Fee Account for the purpose of enhancing public safety. These funds shall not supplant budgeted expenditures and may only be used in a manner that enhances public safety.

C. The Court may waive the Public Safety Recovery Fee if the Court determines that the ends of justice would otherwise be thwarted by the collection of the fee.

#### **§ 5-407 — Court Enhancement Fee**

A. The Municipal Court shall assess a Court Enhancement Fee in addition to any fine, sanction, or penalty imposed by the court in every case wherein the defendant is found guilty or responsible for one or more charges or where the charges against a defendant are deferred or diverted pursuant to a formal agreement presented to the Court. Court Enhancement Fees shall be collected per charge for which the defendant is found guilty or responsible. Court Enhancement Fees are secondary in order of collection only to restitution and time payment fees, if applicable.

B. The Court Enhancement Fee shall be received by the court in a manner consistent with the Arizona Supreme Court Accounting Standards and deposited with the Finance Department on a monthly basis for deposit into the Court Enhancement Fund. The Magistrate may use Court Enhancement Funds in conjunction with common project, programs or uses which may benefit the Court's operations, but enhancement funds may not be used to supplant budgeted expenses.

C. The Court may waive the Court Enhancement Fee only if the Court determines that the ends of justice would otherwise be thwarted by the collection of the fee.

#### **§ 5-408 — Late Fee**

A. A Late Fee shall be paid to the Municipal Court for every payment against any fine, sanction, fee, assessment, restitution or court cost (including sanctions paid through community work service) paid after the date required by a time-payment agreement between the Court and the defendant.

B. This fee is a recurring fee and shall be assessed for every late payment.

C. This fee is in addition to the fee required under A.R.S. § 12-116(A).

D. Exceptions may be made for bond forfeitures to fines when the bond has not been received by the Court or when a defendant is in custody and receives a sentence of time-served.

### **§ 5-409 — Time Payment Fees**

- A. A time-payment fee shall be assessed in every case in which the defendant enters an agreement to pay a fine, fee, assessment, court cost, restitution or to perform community work service over time.
- B. The Court may waive the Time Payment Fee if the Court determines that the ends of justice would otherwise be thwarted by the collection of the fee.

### **§ 5-410 — Court Enhancement Fund**

- A. The Finance Director shall ensure that a fund is established for a Court Enhancement Fund.
- B. Fees collected in accordance with this Chapter not required by law to be deposited elsewhere shall be placed in the Court Enhancement Fund.
- C. The Municipal Court shall administer, through the annual budget process of the Town of Quartzsite, and may make expenditures from the fund for the purposes of enhancing the Municipal Court. Monies from this fund shall supplement monies already provided for the operation of the Municipal Court.

## **ARTICLE 5-5 — ELIGIBILITY**

### **§ 5-501 — Eligibility Requirements**

- A. Unless otherwise required by Arizona Revised Statutes, any person eligible to be elected as a Justice of the Peace in the State of Arizona is eligible to be Town Magistrate.
- B. Although residency may be considered as a factor by the Common Council in selecting a Town Magistrate, residency within the town limits of the Town is not a prerequisite to employment as Town Magistrate.

### **§ 5-502 — Persons Ineligible to Serve as Town Magistrate.**

- A. No person whose duties as an employee of the Town have a direct relationship with the administration of the Town, including but not limited to the town manager, assistant town manager, town clerk, police chief, town engineer or town attorney shall hold the office of town magistrate or assistant town magistrate.
- B. No person who has been convicted of a felony offense, whether or not the record of such conviction has been expunged, is eligible to be Town Magistrate unless expungement of the record of such conviction was the result of a determination of actual innocence.
- C. No person who has been convicted of a misdemeanor offense involving dishonesty or of theft, including shoplifting, is eligible to be Town Magistrate.

## **ARTICLE 5-6 —DUTIES**

### **§ 5-601 — Duties**

- A. The Magistrate shall serve as an independent arbiter of justice.

B. The Magistrate shall abide by the Judicial Canons established by the Arizona Supreme Court.

C. The Magistrate shall administer the Court and be responsible for the management of its personnel and budget.

## **ARTICLE 5-7 —DISCIPLINE**

### **§ 5-701 — Complaints**

A. Complaints against the Magistrate must be made in writing and under the penalty of perjury to the Town Manager.

B. The Town Manager shall refer any written complaint submitted under the penalty of perjury to the Town Attorney who shall screen the complaint and

1. Refer the matter back to the Town Manager for administrative consideration if the complaint does not allege illegal or unprofessional conduct, or
2. Refer the matter to the Common Council if the complaint alleges illegal or unprofessional conduct along with a memorandum of relevant law and a recommendation to

a. Find the complaint unsubstantiated and dismiss the complaint without further action, or

b. Refer the complaint to

i. An appropriate law enforcement or prosecutorial agency for investigation and/or prosecution if the complaint makes a credible allegation of criminal conduct and

ii. The Arizona Supreme Court's Committee on Judicial Conduct.

c. Further, if the Town Attorney determines that the complaint makes a credible allegation of illegal or unprofessional conduct, the Town Attorney shall make a recommendation to

i. Place the Magistrate on interim suspension with pay, or

ii. Permit the Magistrate to perform his or her duties pending the outcome of an investigation.

C. After considering the Town Attorney's recommendations, the Common Council may

1. Find the complaint unsubstantiated and dismiss the complaint without further action, or
2. Refer the complaint to the Arizona Supreme Court's Committee on Judicial Conduct and
3. If the Common Council determines that the complaint makes a credible allegation of criminal misconduct, refer the complaint to an appropriate law enforcement agency for investigation and/or to an appropriate prosecutorial agency for consideration of prosecution.

D. If the Common Council refers the complaint to the Committee on Judicial Conduct, the Common Council may either

1. Permit the Magistrate to perform his or her duties pending the outcome of the investigation, or
2. Place the Magistrate on interim suspension with pay pending the outcome of the investigation.

E. If the Common Council refers the complaint to a law enforcement or prosecutorial agency in addition to the Committee on Judicial Conduct, the Council shall place the Magistrate on interim suspension with pay pending

1. A report from a law enforcement agency clearing the Magistrate of the allegation(s) or a decision to decline prosecution from an appropriate prosecutorial agency, at which time the Council may

a. Reinstatement the Magistrate to full duty pending the results of the investigation by the Committee on Judicial Conduct, or

b. Keep the Magistrate on interim suspension pending the results of the investigation by the Committee on Judicial Conduct.

F. Completion of All Investigations

1. If the Magistrate stands convicted of a felony offense or of a misdemeanor offense involving dishonestly, theft or shoplifting, the Magistrate shall be terminated as ineligible to hold office.

2. If the Magistrate is no longer eligible to serve as a Magistrate by order of a court of competent jurisdiction, the Magistrate shall be terminated.

3. If the Magistrate is convicted on any other criminal offense and/or found by the Commission on Judicial Conduct to have acted illegally or unprofessionally, the Council shall determine whether the Magistrate's conduct calls into question the Magistrate's fitness to continue to serve as Town Magistrate.

a. If the Common Council determines that the Magistrate's fitness to continue to serve as Town Magistrate is not called into question, the Magistrate shall be reinstated if previously placed on interim suspension or permitted to continue to serve as Town Magistrate.

b. If the Common Council determines that the Magistrate's fitness to continue to serve as Town Magistrate is called into question, the Magistrate shall be informed of the Town Council's intent to terminate him or her and given an opportunity to provide matters in extenuation or mitigation to the Town Council as to why he or she should not be terminated no sooner or later than ten calendar days after the Common Council makes its determination. If the Magistrate is not already placed on interim suspension, the Common Council shall place the Magistrate on interim suspension with pay at this time.

i. If the Magistrate declines to present evidence in mitigation or extenuation, the Council shall terminate the Magistrate.

ii. If the Common Council determines that the matters submitted as extenuating and/or mitigating do not outweigh the harm that the finding of misconduct will cause to the Municipal Court's credibility, the Council shall terminate the Magistrate.

iii. If the Common Council determines that the matters submitted in extenuation and mitigation are more likely than not true and that those matters outweigh the harm that the finding of misconduct will cause to the Municipal Court's credibility, the Council shall reinstate the Magistrate to duty.

**§ 5-702 — Exhaustion of Administrative Remedies**

A determination by the Common Council pursuant to Quartzsite Revised Code §§ 5-701(C)(1) or 5-701(F) is final and not subject to further administrative appeals.



## TOWN OF QUARTZSITE

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### REGULAR COUNCIL MEETING

Wednesday, June 26, 2013

- Agenda Item #8** Discussion and possible action regarding Chief of Police position
- Summary:** The Mayor has requested this item be added to the Council Meeting agenda.
- Responsible Person:** Ed Foster, Mayor
- Attachment:** 1. Memorandum from Ed Foster, Mayor, requesting agenda item.
- Action Requested:** Discussion and possible action regarding the Chief of Police position.



# TOWN OF QUARTZSITE

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DATE June 25, 2013

To Ms Terry Frausto  
Town Clerk  
Town of Quartzsite

From: Ed Foster, Mayor  
Re Special Meeting

Ms. Frausto

I am calling for a Special Meeting of the Town council for 9:AM June 27, 2013

The Agenda for this meeting will be:

Discussion and possible action regarding the Chief of Police position

Thank you;

Ed Foster  
Mayor  
Town of Quartzsite

**RECEIVED**

**JUN 25 2013**

**TOWN OF QUARTZSITE**



## TOWN OF QUARTZSITE

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### REGULAR COUNCIL MEETING

Wednesday, June 26, 2013

- Agenda Item #9** Discussion and consideration of waiver of the attorney-client privilege for 1) a letter from Mayor Foster to the Town Attorney's office dated June 13, 2013, to the extent the privilege exists, and 2) a letter from the Town Attorney's office to Mayor Foster dated June 18, 2013, relating to attorney-client privilege.
- Summary:** Communications have occurred directly between Mayor Foster and the Town Attorney's office.
- If the Council wishes to discuss this matter in open session, it must take action to waive the attorney-client privilege related to both letters.
- Responsible Person:** Norma Crooks, Council Member
- Attachment:** None
- Action Requested:** Consider approval of waiver of the attorney-client privilege for 1) a letter from Mayor Foster to the Town Attorney's office dated June 13, 2013, to the extent the privilege exists, and 2) a letter from the Town Attorney's office to Mayor Foster dated June 18, 2013, relating to attorney-client privilege.