

COUNCIL MEETING AGENDA

TUESDAY, JULY 9, 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**

**Regular Meeting
10:00 a.m.**

SPEAKING TO THE COUNCIL

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

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

CELL PHONES AND RECORDING DEVICES

As a courtesy to others please turn off or silence all cell phones or pagers. Reporters or others with recording devices need to be staged at the back of the public seating area.

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

| Est. Time | AGENDA ITEM | COUNCIL ACTION |
|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| 10:00 | CALL TO ORDER OF REGULAR MEETING | |
| 10:00 – 10:05 | INVOCATION AND PLEDGE OF ALLEGIANCE <i>The invocation may be offered by a person of any religion, faith, belief or non-belief. Interested persons should contact the Clerk for further information.</i> | |
| 10:05 | ROLL CALL | |
| 10:05 – 10:06 | APPROVAL/AMENDMENT OF AGENDA | Discussion, possible action by MOTION. |
| 10:06 – 10:15 | CONSENT AGENDA <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> | |

| | | | |
|---------------|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| | 1. | LEDGER OF ACCOUNTS PAID – Consider approval of check series 35773 - 35828, totaling \$141,672.38. | Discussion; possible action by MOTION; may be acted upon with single motion. |
| | 2. | MINUTES – Consider approval of the minutes of the Work Session of June 24, 2013 and the Special Meeting of June 26, 2013. | Discussion; possible action by MOTION; may be acted upon with single motion. |
| | | <p>PUBLIC HEARING</p> <p><i>If no requests to speak have been submitted, Items will be heard at one Public Hearing. Items may be heard separately if requested by a member of the Council or if a request to speak has been submitted. Comments will be heard from those in support of or in opposition to an item. Hearings may be held prior to the estimated time indicated on the Agenda.</i></p> <p><i>In order to comment on a Public Hearing Item, you must fill out a public comment form, indicating the Item Number on which you wish to be heard. There is a 3 minute limit for each speaker.</i></p> <p><i>Once the hearing is closed, there will be no further public comment unless requested by a member of the Council. After the Public Hearing, the Council may act on all items not requiring additional staff, public or Council Member comment with a single vote.</i></p> | |
| 10:15 – 10:35 | 3. | TENTATIVE BUDGET FY 2013-2014 - Conduct Hearing regarding the Town of Quartzsite Tentative Budget for Fiscal Year 2013-2014. | Conduct Public Hearing. |
| | | <p>ADMINISTRATIVE ITEMS</p> <p><i>Administrative items are for Council discussion and action. It is at the discretion of the majority of the Council regarding public input requests on any Administrative Item. Persons wishing to speak on an Administrative Item should complete a Request to Speak Form and indicate the Item they wish to address. Council may or may not accept public comment.</i></p> | |
| 10:35 – 10:45 | 4. | SLURRY SEAL BID – Consider Approval of a Bid for Slurry Seal services for Fiscal Year 2013-2014. | Discussion, possible action by MOTION. |

| | | | |
|---------------|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| 10:45 – 10:55 | 5. | 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. | Discussion, possible action by MOTION. |
| 10:55 – 11:15 | 6. | EXECUTIVE SESSION <ul style="list-style-type: none"> 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 regarding the dissolution of the drug control task force intergovernmental agreement among La Paz County, the Town of Parker, and the Town of Quartzsite. | |
| | | COMMUNICATIONS | |
| 11:15 - 11:20 | 7. | Announcements and Reports from the MAYOR on current events. | |
| 11:20 - 11:25 | 8. | Announcements and Reports from the COUNCIL on current events. | |
| 11:25 - 11:30 | 9. | Reports from the Town Manager to the Council. | |
| 11:30 - 11:50 | | COMMUNICATIONS FROM CITIZENS <i>At this time, members of the public may comment on matters within the jurisdiction of the Town but not on the agenda. For the official record, individuals must state their name. There is a 3 minute limit for each speaker. The Council’s response is limited to responding to criticism, asking staff to review a matter commented upon, or asking that a matter be put on a future agenda.</i> | |
| 11:50 | | ADJOURN | MOTION to adjourn. |

Certification of Posting

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following locations: Quartzsite Town Hall, 465 N. Plymouth Ave, Quartzsite, AZ, U.S. Post Office, 80 W. Main Street, Quartzsite, AZ and The Senior Center, 40 Moon Mountain Ave, Quartzsite, AZ, on the ____ day of _____, 2013, at ____ a.m./p.m. in accordance with the statement filed by the Town of Quartzsite with the Town Clerk, Town of Quartzsite.

By: _____, Town Clerk’s Office.



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, July 9, 2013

Agenda Item #1 Consider approval of check series 35773 - 35828, totaling \$141,672.38.

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 35773 - 35828

Action Requested: Approve the Ledger of Accounts Paid; Check series 35773 - 35828.

**Council Meeting of July 9, 2013
Check Register/ Revenue/ Consent Agenda**

Horizon Community Bank- Begin Ck# 35773 - 35828

Balances on all cash accounts as of July 3, 2013

| | | |
|---------------------------|----|--------------|
| Checking Account | \$ | 2,550,378.65 |
| LGIP Account | \$ | 686,505.95 |
| WIFA Debt Reserve Account | \$ | 120,202.97 |

| | | |
|-----------------------------------------------------------|----|---------------------|
| Total Expensed Dollar Amount for Consent Agenda | \$ | 208,304.23 |
| Total Payroll for Pay Period Ending 06/22/13 | \$ | 66,631.85 |
| YTD Total Revenue Dollar Amount for Consent Agenda | \$ | 1,584,345.96 |
| YTD Total Sewer Sales Revenue as of 07/03/13 | \$ | 755,239.95 |
| YTD Total Sewer Cap Revenue as of 07/03/13 | \$ | 46,890.32 |
| YTD Total Water Sales Revenue as of 07/03/13 | \$ | 723,545.76 |
| YTD Total Water Cap Revenue as of 07/03/13 | \$ | 58,669.93 |

Report Criteria:

Report type: GL detail

Check.Check Number = 35773-35828

| Check Issue Date | Check Number | Payee | Invoice Amount | Description | Invoice GL Account | Amount |
|------------------|--------------|----------------------------|----------------|-----------------------------------|--------------------|----------|
| 35791 | | | | | | |
| 06/26/2013 | 35791 | ACC Business | 12.92 | Phone Services | 01-110-5041 | 12.92 |
| 06/26/2013 | 35791 | ACC Business | 90.45 | Phone Services | 01-130-5041 | 90.45 |
| 06/26/2013 | 35791 | ACC Business | 38.82 | Phone Services | 01-135-5041 | 38.82 |
| 06/26/2013 | 35791 | ACC Business | 142.13 | Phone Services | 01-140-5041 | 142.13 |
| 06/26/2013 | 35791 | ACC Business | 51.69 | Phone Services | 01-150-5041 | 51.69 |
| 06/26/2013 | 35791 | ACC Business | 38.82 | Phone Services | 01-160-5041 | 38.82 |
| 06/26/2013 | 35791 | ACC Business | 25.94 | Phone Services | 01-185-5041 | 25.94 |
| 06/26/2013 | 35791 | ACC Business | 38.82 | Phone Services | 03-220-5041 | 38.82 |
| 06/26/2013 | 35791 | ACC Business | 12.92 | Phone Services | 15-500-5041 | 12.92 |
| 06/26/2013 | 35791 | ACC Business | 38.82 | Phone Services | 16-550-5041 | 38.82 |
| Total 35791: | | | 491.33 | | | |
| 35792 | | | | | | |
| 06/26/2013 | 35792 | APS | 1,624.30 | Electric Service | 01-130-5048 | 1,624.30 |
| 06/26/2013 | 35792 | APS | 1,002.06 | Electric Service | 01-140-5048 | 1,002.06 |
| 06/26/2013 | 35792 | APS | 590.66 | Electric Service | 01-170-5048 | 590.66 |
| 06/26/2013 | 35792 | APS | 295.33 | Electric Service | 01-150-5048 | 295.33 |
| 06/26/2013 | 35792 | APS | 291.93 | Electric Service | 01-180-5048 | 291.93 |
| 06/26/2013 | 35792 | APS | 401.09 | Electric Service | 03-220-5048 | 401.09 |
| 06/26/2013 | 35792 | APS | 374.62 | Electric Service | 03-220-5049 | 374.62 |
| 06/26/2013 | 35792 | APS | 4,634.02 | Electric Service | 15-500-5048 | 4,634.02 |
| 06/26/2013 | 35792 | APS | 442.99 | Electric Service | 01-185-5048 | 442.99 |
| 06/26/2013 | 35792 | APS | 2,518.93 | Electric Service | 16-550-5048 | 2,518.93 |
| 06/26/2013 | 35792 | APS | 668.05 | Electric Service | 01-182-5048 | 668.05 |
| Total 35792: | | | 12,843.98 | | | |
| 35793 | | | | | | |
| 06/26/2013 | 35793 | Arizona Department of Pub | 67.00 | Fingerprint Clearance Card for Y. | 01-185-5035 | 67.00 |
| Total 35793: | | | 67.00 | | | |
| 35794 | | | | | | |
| 06/26/2013 | 35794 | Az Mun. Risk Retention Po | 2,500.00 | Claim Settlement #13012548 | 01-130-5035 | 2,500.00 |
| Total 35794: | | | 2,500.00 | | | |
| 35795 | | | | | | |
| 06/26/2013 | 35795 | Jeff Ryerson | 250.00 | Replace Battery in Sweeper Sold t | 03-220-5040 | 250.00 |
| Total 35795: | | | 250.00 | | | |
| 35796 | | | | | | |
| 06/26/2013 | 35796 | Johnson Refrigeration, INC | 252.33 | Replaced Contactor on A/C Unit f | 15-500-5040 | 252.33 |
| Total 35796: | | | 252.33 | | | |
| 35797 | | | | | | |
| 06/26/2013 | 35797 | La Paz County Landfill | 121.30 | Tires Disposal | 03-220-5035 | 121.30 |

| Check Issue Date | Check Number | Payee | Invoice Amount | Description | Invoice GL Account | Amount |
|------------------|--------------|-------------------------|----------------|-----------------------------------|--------------------|-----------|
| Total 35797: | | | 121.30 | | | |
| 35798 | | | | | | |
| 06/26/2013 | 35798 | Lawrence C. King | 3,243.55 | Inv#2013-0013: Interim Magistrate | 01-150-5032 | 3,243.55 |
| Total 35798: | | | 3,243.55 | | | |
| 35799 | | | | | | |
| 06/26/2013 | 35799 | Purchase Power | 62.50 | Postage Refill | 01-130-5042 | 62.50 |
| 06/26/2013 | 35799 | Purchase Power | 62.50 | Postage Refill | 01-135-5042 | 62.50 |
| 06/26/2013 | 35799 | Purchase Power | 62.50 | Postage Refill | 01-140-5042 | 62.50 |
| 06/26/2013 | 35799 | Purchase Power | 62.50 | Postage Refill | 01-150-5042 | 62.50 |
| 06/26/2013 | 35799 | Purchase Power | 62.50 | Postage Refill | 01-160-5042 | 62.50 |
| 06/26/2013 | 35799 | Purchase Power | 62.50 | Postage Refill | 15-500-5042 | 62.50 |
| 06/26/2013 | 35799 | Purchase Power | 62.50 | Postage Refill | 16-550-5042 | 62.50 |
| 06/26/2013 | 35799 | Purchase Power | 62.50 | Postage Refill | 03-220-5042 | 62.50 |
| Total 35799: | | | 500.00 | | | |
| 35800 | | | | | | |
| 06/26/2013 | 35800 | Sonoran Integrations | 85.00 | Police Dept Front Desk Phone Iss | 01-140-5041 | 85.00 |
| Total 35800: | | | 85.00 | | | |
| 35801 | | | | | | |
| 06/26/2013 | 35801 | TDS Telecom | 317.48 | Telephone Service | 01-130-5041 | 317.48 |
| 06/26/2013 | 35801 | TDS Telecom | 346.84 | Telephone Service | 01-140-5041 | 346.84 |
| 06/26/2013 | 35801 | TDS Telecom | 232.30 | Telephone Service | 01-150-5041 | 232.30 |
| 06/26/2013 | 35801 | TDS Telecom | 59.51 | Telephone Service | 01-160-5041 | 59.51 |
| 06/26/2013 | 35801 | TDS Telecom | 235.70 | Telephone Service | 01-170-5041 | 235.70 |
| 06/26/2013 | 35801 | TDS Telecom | 167.13 | Telephone Service | 03-220-5041 | 167.13 |
| 06/26/2013 | 35801 | TDS Telecom | 208.05 | Telephone Service | 15-500-5041 | 208.05 |
| 06/26/2013 | 35801 | TDS Telecom | 193.21 | Telephone Service | 16-550-5041 | 193.21 |
| Total 35801: | | | 1,760.22 | | | |
| 35802 | | | | | | |
| 06/26/2013 | 35802 | Yuma Winnelson Co. | 6,883.64 | Hydrant Parts for Water Dept | 16-550-5091 | 6,883.64 |
| Total 35802: | | | 6,883.64 | | | |
| 35803 | | | | | | |
| 06/28/2013 | 35803 | AlSCO - Steiner Corp | 239.16 | Cleaning Services for PW Dept | 03-220-5035 | 239.16 |
| 06/28/2013 | 35803 | AlSCO - Steiner Corp | 46.22 | Mat Cleaning Services for Town H | 01-130-5035 | 46.22 |
| 06/28/2013 | 35803 | AlSCO - Steiner Corp | 39.02 | Mat Cleaning Services for Comm | 01-182-5035 | 39.02 |
| Total 35803: | | | 324.40 | | | |
| 35804 | | | | | | |
| 06/28/2013 | 35804 | APS | 143.84 | Electric Service | 03-220-5049 | 143.84 |
| Total 35804: | | | 143.84 | | | |
| 35805 | | | | | | |
| 06/28/2013 | 35805 | Arizona State Treasurer | 10,155.88 | Fees Collected in January 2013 | 01-000-2212 | 10,155.88 |

| Check Issue Date | Check Number | Payee | Invoice Amount | Description | Invoice GL Account | Amount |
|------------------|--------------|----------------------------|----------------|----------------------------------|--------------------|-----------|
| Total 35805: | | | 10,155.88 | | | |
| 35806 | | | | | | |
| 06/28/2013 | 35806 | Atkins | 23,532.46 | Waste Water Expansion & Rate S | 15-500-5103 | 23,532.46 |
| 06/28/2013 | 35806 | Atkins | 1,426.78 | Loves Travel Stop | 01-160-5094 | 1,426.78 |
| 06/28/2013 | 35806 | Atkins | 165.56 | Sleep Inn Summary | 01-160-5094 | 165.56 |
| 06/28/2013 | 35806 | Atkins | 2,750.00 | Town Hall Condition Survey | 01-160-5037 | 2,750.00 |
| Total 35806: | | | 27,874.80 | | | |
| 35807 | | | | | | |
| 06/28/2013 | 35807 | D And L Auto Parts | 50.67 | Auto Parts | 03-220-5040 | 50.67 |
| 06/28/2013 | 35807 | D And L Auto Parts | 368.54 | Auto Parts | 01-140-5025 | 368.54 |
| Total 35807: | | | 419.21 | | | |
| 35808 | | | | | | |
| 06/28/2013 | 35808 | Diamond Brooks Bottled W | 32.80 | Bulk Water | 03-220-5035 | 32.80 |
| Total 35808: | | | 32.80 | | | |
| 35809 | | | | | | |
| 06/28/2013 | 35809 | Growers Oil Company | 160.05 | Auto Parts | 03-220-5040 | 160.05 |
| 06/28/2013 | 35809 | Growers Oil Company | 29.48 | Auto Parts | 01-130-5025 | 29.48 |
| 06/28/2013 | 35809 | Growers Oil Company | 129.76 | Auto Parts | 01-140-5025 | 129.76 |
| 06/28/2013 | 35809 | Growers Oil Company | 328.72 | Auto Parts | 04-230-5025 | 328.72 |
| 06/28/2013 | 35809 | Growers Oil Company | 3.15 | Auto Parts | 15-500-5040 | 3.15 |
| 06/28/2013 | 35809 | Growers Oil Company | 109.83 | Auto Parts | 16-550-5040 | 109.83 |
| Total 35809: | | | 760.99 | | | |
| 35810 | | | | | | |
| 06/28/2013 | 35810 | Hill Brothers Chemical Co. | 887.45 | Chlorine & Dioxide For Water Dep | 16-550-5050 | 887.45 |
| 06/28/2013 | 35810 | Hill Brothers Chemical Co. | 488.78 | Chlorine & Sulfur Dioxide for WW | 15-500-5050 | 488.78 |
| Total 35810: | | | 1,376.23 | | | |
| 35811 | | | | | | |
| 06/28/2013 | 35811 | La Paz County Sheriff's De | 185.00 | Fees Collected in May 2013 | 01-000-2212 | 185.00 |
| 06/28/2013 | 35811 | La Paz County Sheriff's De | 979.00 | Fees Collected in April 2013 | 01-000-2212 | 979.00 |
| 06/28/2013 | 35811 | La Paz County Sheriff's De | 441.42 | Fees Collected in March 2013 | 01-000-2212 | 441.42 |
| 06/28/2013 | 35811 | La Paz County Sheriff's De | 90.00 | Fees Collected in February 2013 | 01-000-2212 | 90.00 |
| 06/28/2013 | 35811 | La Paz County Sheriff's De | 253.05 | Fees Collected in January 2013 | 01-000-2212 | 253.05 |
| 06/28/2013 | 35811 | La Paz County Sheriff's De | 185.00 | Fees Collected in December 2012 | 01-000-2212 | 185.00 |
| 06/28/2013 | 35811 | La Paz County Sheriff's De | 145.00 | Fees Collected in November 2012 | 01-000-2212 | 145.00 |
| Total 35811: | | | 2,278.47 | | | |
| 35812 | | | | | | |
| 06/28/2013 | 35812 | La Paz County Treasurer | 33.03 | Fees Collected in May 2013 | 01-000-2212 | 33.03 |
| 06/28/2013 | 35812 | La Paz County Treasurer | 38.22 | Fees Collected in April 2013 | 01-000-2212 | 38.22 |
| 06/28/2013 | 35812 | La Paz County Treasurer | 35.70 | Fees Collected in March 2013 | 01-000-2212 | 35.70 |
| 06/28/2013 | 35812 | La Paz County Treasurer | 40.43 | Fees Collected in February 2013 | 01-000-2212 | 40.43 |
| 06/28/2013 | 35812 | La Paz County Treasurer | 46.63 | Fees Collected in January 2013 | 01-000-2212 | 46.63 |
| 06/28/2013 | 35812 | La Paz County Treasurer | 25.97 | Fees Collected in December 2012 | 01-000-2212 | 25.97 |

| Check Issue Date | Check Number | Payee | Invoice Amount | Description | Invoice GL Account | Amount |
|------------------|--------------|---------------------------|----------------|---------------------------------|--------------------|-----------|
| 06/28/2013 | 35812 | La Paz County Treasurer | 38.06 | Fees Collected in November 2012 | 01-000-2212 | 38.06 |
| Total 35812: | | | 38.06 | | | |
| 35813 | | | | | | |
| 06/28/2013 | 35813 | Petty Cash | 86.00 | Gas for Phx Trip-Town Manager | 01-130-5024 | 86.00 |
| 06/28/2013 | 35813 | Petty Cash | 12.95 | Water for Council Meeting | 01-110-5022 | 12.95 |
| 06/28/2013 | 35813 | Petty Cash | 39.82 | Luncheon Meeting w/Atkins | 15-500-5053 | 39.82 |
| 06/28/2013 | 35813 | Petty Cash | 22.33 | Keys for Police Dept | 01-140-5022 | 22.33 |
| Total 35813: | | | 161.10 | | | |
| 35814 | | | | | | |
| 06/28/2013 | 35814 | Quartzsite First Assembly | 852.80 | Meals for the Children's Summer | 36-113-5035 | 852.80 |
| Total 35814: | | | 852.80 | | | |
| 35815 | | | | | | |
| 06/28/2013 | 35815 | Arizona State Treasurer | 7,489.08 | Fees Collected in November 2012 | 01-000-2212 | 7,489.08 |
| Total 35815: | | | 7,489.08 | | | |
| 35817 | | | | | | |
| 06/28/2013 | 35817 | Arizona State Treasurer | 6,032.87 | Fees Collected in December 2012 | 01-000-2212 | 6,032.87 |
| Total 35817: | | | 6,032.87 | | | |
| 35818 | | | | | | |
| 06/28/2013 | 35818 | Arizona State Treasurer | 13,160.96 | Fees Collected in February 2013 | 01-000-2212 | 13,160.96 |
| Total 35818: | | | 13,160.96 | | | |
| 35819 | | | | | | |
| 06/28/2013 | 35819 | Arizona State Treasurer | 7,791.58 | Fees Collected in May 2013 | 01-000-2212 | 7,791.58 |
| Total 35819: | | | 7,791.58 | | | |
| 35820 | | | | | | |
| 06/28/2013 | 35820 | Kansas State Bank | 204.18 | Konica Minolta Bizhub C654 Copi | 01-130-5058 | 204.18 |
| Total 35820: | | | 204.18 | | | |
| 35821 | | | | | | |
| 06/28/2013 | 35821 | Herbs Hardware, Inc. | 30.22 | Maintenance & Repair Parts | 03-220-5060 | 30.22 |
| 06/28/2013 | 35821 | Herbs Hardware, Inc. | 95.75 | Maintenance & Repair Parts | 01-180-5060 | 95.75 |
| 06/28/2013 | 35821 | Herbs Hardware, Inc. | 109.10 | Maintenance & Repair Parts | 15-500-5060 | 109.10 |
| 06/28/2013 | 35821 | Herbs Hardware, Inc. | 121.51 | Maintenance & Repair Parts | 16-550-5060 | 121.51 |
| Total 35821: | | | 356.58 | | | |
| 35822 | | | | | | |
| 06/28/2013 | 35822 | Arizona State Treasurer | 949.46 | Fees Collected in March 2013 | 01-000-2212 | 949.46 |
| Total 35822: | | | 949.46 | | | |

| Check Issue Date | Check Number | Payee | Invoice Amount | Description | Invoice GL Account | Amount |
|------------------|--------------|---------------------------|-------------------|------------------------------------|--------------------|----------|
| 35823 | | | | | | |
| 06/28/2013 | 35823 | Arizona State Treasurer | 1,010.37 | Fees Collected in April 2013 | 01-000-2212 | 1,010.37 |
| Total 35823: | | | <u>1,010.37</u> | | | |
| 35824 | | | | | | |
| 06/28/2013 | 35824 | Jackson Lewis LLP | 325.00 | General: Fee for Professional Ser | 01-120-5072 | 325.00 |
| Total 35824: | | | <u>325.00</u> | | | |
| 35825 | | | | | | |
| 06/28/2013 | 35825 | Quill Corporation | 438.88 | Toner Crtgds & Paper | 01-130-5053 | 438.88 |
| 06/28/2013 | 35825 | Quill Corporation | 124.31 | Toner Crtgds & Paper | 01-130-5060 | 124.31 |
| Total 35825: | | | <u>563.19</u> | | | |
| 35826 | | | | | | |
| 06/28/2013 | 35826 | Sims Murray, LTD | 156.00 | General: Professional Services Fil | 01-120-5072 | 156.00 |
| Total 35826: | | | <u>156.00</u> | | | |
| 35827 | | | | | | |
| 07/01/2013 | 35827 | Lantis Fireworks & Lasers | 4,000.00 | Fireworks Show 7/4/13 | 01-145-5044 | 4,000.00 |
| Total 35827: | | | <u>4,000.00</u> | | | |
| 35828 | | | | | | |
| 07/01/2013 | 35828 | ClassicPlan Premium Fina | 779.89 | Liability Insurance | 01-185-5046 | 779.89 |
| 07/01/2013 | 35828 | ClassicPlan Premium Fina | 2,079.70 | Liability Insurance | 01-130-5046 | 2,079.70 |
| 07/01/2013 | 35828 | ClassicPlan Premium Fina | 4,939.28 | Liability Insurance | 01-140-5046 | 4,939.28 |
| 07/01/2013 | 35828 | ClassicPlan Premium Fina | 779.89 | Liability Insurance | 01-150-5046 | 779.89 |
| 07/01/2013 | 35828 | ClassicPlan Premium Fina | 779.89 | Liability Insurance | 01-170-5046 | 779.89 |
| 07/01/2013 | 35828 | ClassicPlan Premium Fina | 259.96 | Liability Insurance | 01-182-5046 | 259.96 |
| 07/01/2013 | 35828 | ClassicPlan Premium Fina | 9,618.58 | Liability Insurance | 03-220-5046 | 9,618.58 |
| 07/01/2013 | 35828 | ClassicPlan Premium Fina | 1,299.81 | Liability Insurance | 04-230-5046 | 1,299.81 |
| 07/01/2013 | 35828 | ClassicPlan Premium Fina | 3,119.54 | Liability Insurance | 15-500-5046 | 3,119.54 |
| 07/01/2013 | 35828 | ClassicPlan Premium Fina | 2,339.66 | Liability Insurance | 16-550-5046 | 2,339.66 |
| Total 35828: | | | <u>25,996.20</u> | | | |
| Grand Totals: | | | <u>141,672.38</u> | | | |
| Grand Totals: | | | <u>141,672.38</u> | <u>141,672.38-</u> | <u>.00</u> | |

Report Criteria:

Report type: GL detail
Check.Check Number = 35773-35828



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, July 9, 2013

Agenda Item #2 Consider approval of the Minutes of the Work Session of June 24, 2013 and the Special Meeting of June 26, 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 Work Session of June 24, 2013 and the Special Meeting of June 26, 2013.

Action Requested: Approve the Minutes of June 24, 2013 and June 26, 2013.

**WORK SESSION
TOWN OF QUARTZSITE
MEETING OF THE COMMON COUNCIL
MONDAY, JUNE 24, 2013, 9:00 AM**

CALL TO ORDER: 9:05 a.m.

Vice Mayor Jewitt called the Work Session to order.

INVOCATION:

No Invocation given

ROLL CALL: Roll Call.

Present: Vice Mayor Jewitt, Council Member Crooks, Council Member Orgeron, Council Member Scott, Mayor Foster was in attendance for the second part of the meeting and Council Member Workman was in attendance for more than half of the meeting.

ABSENT:

Mayor Foster was present for the second part of the meeting, Council Member Kelley, Council Member Workman – present for more than half of the meeting.

STAFF PRESENT: Town Manager Laura Bruno, Town Clerk Terry Frausto, Assisting Town Clerk Tina Abriani, Attorneys Kelly Schwab & Patricia Ronan

PLEDGE OF ALLEGIANCE:

Led by Mary Scott, said by all.

WORK SESSION

Presentation of Open Meeting Law by Attorneys Kelly Schwab and Patricia Ronan.

Review of the Open Meeting Law

Holding a meeting

Meeting in private and what can be talked about during executive sessions

How to have an actual meeting

Telephonic meeting attendance

Can the chair of the meeting attend by conference call? Answer: yes, but it is awkward.

What is a serial meeting? Answer: Less than a quorum is present, the session is held with other members of the public body and then it becomes enough to constitute a quorum.

Emails and violating open meeting laws

Can one council member invite all the council to a function at his home? Answer: it is not a meeting, you don't have to post it and council members must avoid a quorum gathering, to avoid a perception of impropriety.

Emails

Social Media

Media and expressing opinions

Attending other meetings

How to have a legal meeting
Posting the meeting
If the website is down
Jurisdictional Boundaries
What must be on the agenda
Agenda options
Call to the Public is not legally required to be on the agenda
A member of the public should not turn and speak to the audience
Can the public body discuss items not on the agenda? Answer: No
Agenda items have to be sufficient or adequate to advise the public of the item.
What is considered a public body?
Council Member Workman joined the meeting at 10:00 am
Violations
If the mayor adjourns the meeting can it be reopened?
Can you delay a meeting until a council member arrives? Answer: Yes.
Break at 10:19 a.m.
Reconvene 10:32 a.m.
Meeting called and less than a quorum is present
Robert's Rules of Order
Conflicts of interest
Mayor Foster joined meeting 10:44 a.m.
Appearing in your personal capacity
What are divided loyalties?
Public Records
Who is the official custodian of public records?
What can be written on Town Letterhead that is not public record? Answer:
Communications between the Town Attorney and the client that contain confidential
medical information. The document could be redacted.
Are the videos from security cameras on town property public records? Answer:
generally yes, but there may be exceptions.
How long are they kept? Answer: The State Library & Archives sets schedules for
records retention. Security camera tapes are not permanent. Records retention on
video and audio tapes need only be maintained for the length of time it takes to record
them over, unless there is a reason to retain them, such as an incident.
Public records requests, with regard to reasonable time, depend on what is asked for
and how accessible the material is.
Confidentiality with regard to public records requests
When to forward emails to the town clerk.

ADJOURNMENT: 11:09 a.m.

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session of June 24, 2013, of the Town Council of Quartzsite, Arizona,

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

DATED this 9th day of July 2013

Terry Frausto, Town Clerk

On behalf of the Common Council

Approved:

Ed Foster, Mayor

DRAFT

**MINUTES
TOWN OF QUARTZSITE
SPECIAL MEETING OF THE COMMON COUNCIL
WEDNESDAY, JUNE 26, 2013, 1:00 PM**

CALL TO ORDER:

Mayor Foster 1:00 pm

INVOCATION:

No invocation

PLEDGE OF ALLEGIANCE:

Led by Vice Mayor Jewitt, said by all

ROLL CALL:

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

ABSENT:

Council Member Kelley.

STAFF PRESENT:

Town Manager – Laura Bruno, Town Clerk - Terry Frausto, Assisting Town Clerk - Tina Abriani, Town Attorney - Susan Goodwin.

APPROVAL/AMENDMENT OF AGENDA:

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

Motion passed unanimously.

PRESENTATIONS; PROCLAMATIONS:

No presentations or proclamations.

CONSENT AGENDA:

1. Ledger of Accounts Paid- Consider approval of check series 35712 – 35772, totaling \$114,944.53.
2. Minutes - 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.
3. Grant Authorization – 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.
4. Lease Purchase Agreement – Consider ratification of lease purchase agreement financing the replacement of the Town's central multifunction copier/printer/scanner/fax unit.

Motion: Vice Mayor Jewitt moved to approve the Consent Agenda with the following correction: the minutes from June 11th under Administrative Items regarding the Senior Fair coming up this coming season. The minutes stated a DJ from Sirius Radio will be

there to promote the Quartzsite event and it should say they have agreed to promote the event and another one about six hundred parking spaces should show 'at and around the park'.

Council Member Scott had a correction: the minutes of June 18th, page 3. She stated this is an item she wants to show. Eventually she hopes it is an item coming before Council. She would like to have this discussion reflected in the minutes.

Council Member Orgeron seconded the motion to approve the Consent Agenda with the minutes amended as indicated.

Motion passed unanimously.

ADMINISTRATIVE ITEMS:

5. Tentative Budget – Consider Adoption of a Tentative Budget for Fiscal Year 2013-14, and proposed Expenditure Limitation for the same year.

Motion: to approve and put out for publication, the tentative budget as presented and as previously discussed. **Action:** Approve, **Moved by** Vice Mayor Jewitt, **Seconded by** Council Member Crooks.

Motion passed unanimously.

6. Executive Session:

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.

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.

An executive session pursuant to §38-431(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.

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.

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 contract with the Chief of Police.

Motion: Move to adjourn into executive session, **Action:** Approve, **Moved by** Vice Mayor Jewitt, **Seconded by** Council Member Orgeron.

Reconvene 2:24 pm
Mayor Foster

Roll Call.

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

Absent: Council Member Kelley.

7. Town Code Amendment – 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.

Motion: to approve the ordinance amending the Town Code for the Town of Quartzsite by repealing Sections 5-701 and 5-702. **Action:** Approve, **Moved by** Council Member Orgeron, **Seconded by** Vice Mayor Jewitt.

Motion passed unanimously.

9. Attorney-Client Privilege – 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.

Motion: to waive the attorney-client privilege in this occasion only for these specific documents, **Action:** Approve, **Moved by** Vice Mayor Jewitt, **Seconded by** Council Member Orgeron.

Motion passed unanimously.

8. Chief of Police Position – Discussion and possible action regarding the Chief of Police position.

Motion: to place the Chief of Police on administrative leave. **Moved by** Mayor Foster, **Seconded by** Council Member Workman.

Vote: Motion Failed (summary: Yea = 2, Nay = 4, Abstain = 0).

Yea: Mayor Foster, Council Member Workman.

Nay: Vice Mayor Jewitt, Council Member Crooks, Council Member Orgeron, Council Member Scott.

Town Attorney Goodwin asked that the item regarding the Magistrate be brought back up because Town Code requires a reading that can be by title only.

Motion: to approve and the ordinance was read by Mayor Foster

Motion second by Vice Mayor Jewitt. **Motion passed unanimously.**

10. Announcements and Reports from the Mayor on current events.

No announcements from the Mayor.

11. Announcements and Reports from the Council on Current events.

Council Member Orgeron spoke on the subject of an article on the internet.

12. Report from the Town Manager.

Letter from the Chief about the Mayor reviewed.

COMMUNICATIONS FROM CITIZENS:

Jennifer Jones spoke on the subject on of the Chief being suspended.

John Jones spoke on the subject of the Police Chief and Council.

Shanana 'Rain' GoldenBear spoke on the subject of the agenda.

Chief Gilbert spoke on the subject of completion of complaint.

Tim Rider spoke on the support of the police department.

ADJOURNMENT: 2:59 pm

Mayor Foster

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of June 26, 2013, of the Town Council of Quartzsite, Arizona, held on June 26th, 2013.

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

DATED this 9th day of July, 2013

Terry Frausto, Town Clerk

On behalf of the Common Council

Approved:

Ed Foster, Mayor



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, July 9, 2013

Agenda Item #3 Conduct Hearing regarding the Town of Quartzsite Tentative Budget for Fiscal Year 2013-2014.

Summary: On June 26, 2013, the Council adopted a Tentative Budget and set the maximum limits for expenditure for Fiscal Year 2013-2014. State law requires that once the tentative budget has been adopted, the expenditures may not be increased beyond the maximum limits for expenditure for final adoption; however, the expenditures may be decreased.

There is no specific date set by state law for adoption of the final budget. For Town's such as Quartzsite without a property tax, it is recommended that final budget adoption take place by mid-August. 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.
2. Publish the Tentative Budget with the Notice of Public Hearings twice in a newspaper of general circulation.
3. July 9: Hold a Public Hearing on the Proposed Budget.
4. July 23: Hold a second Public Hearing on the Proposed Budget.
5. August 6: Conduct a final review of the Proposed Budget.
6. August 13: Adoption of the Final Budget for Fiscal Year 2013-2014.

Responsible Person: Laura Bruno, Town Manager

Attachment: None.

Action Requested: Conduct a public hearing regarding the Town of Quartzsite Tentative Budget for Fiscal Year 2013-2014.

**THE PROPOSED FY 2013-2014 BUDGET
CAN BE VIEWED ON THE TOWN'S
WEBSITE.**



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, July 9, 2013

Agenda Item #4 Consider Approval of a Bid for Slurry Seal services for Fiscal Year 2013-2014.

Summary: On June 26, 2013, The Town issued an Invitation for Bids for Slurry Seal services on local streets within the Town. The deadline for submission of sealed bids is Monday, July 8, 2013.

The bid packets will be opened and reviewed at this Council meeting.

Responsible Person: Emmett Brinkerhoff, Director of Public Works

Attachment: Slurry Seal Bid Packet.

Action Requested: Consider approval of the lowest responsible bid for Slurry Seal services for the Fiscal Year 2013-2014 and authorize the Town Manager to execute the contract.



INVITATION FOR BIDS TOWN OF QUARTZSITE

| | |
|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| ISSUE DATE: | INVITATION FOR BID |
| FOR: Type 3 Slurry Seal & Open Grade Slurry Seal – Town of Quartzsite Public Works | DATE/TIME DUE: Monday July 8th 2013 @ 4:00 P.M. DATE/TIME OF OPENING: Tuesday July 9th 2013 @ 9:00 A.M. |

Bids – In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the bids are accepted, to furnish items or services for which prices are quoted, at the price set opposite each item, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by **The Town of Quartzsite** the items or services offered and accompanying attachments shall constitute a Contract.

NOTE: The Town of Quartzsite does not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Federal of state law relating to discrimination in employment in the performance of its procurement activity.

| | |
|----------------------------------|-------------------|
| NAME AND ADDRESS OF FIRM: | Telephone/Fax No: |
| | E-Mail Address: |

Federal Employer Identification No. or Federal Social Security No. (Sole Proprietor)

Prompt Payment Discount:

___% for payment within ___ days/net ___ days.

By signing this bid, Bidder certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the Invitation for Bid.

Check One: _____ Individual _____ Partnership _____ Corporation

State in which Incorporated: _____

Vendor Legally Authorized Signature

Date

ATTEST: (If a Corporation)

Print Name and Title

Secretary

Sealed bids in duplicate, subject to terms and conditions of this invitation will be received by **The Town of Quartzsite, Attn. Terry Frausto, Town Clerk, P.O. Box 2812, Quartzsite, AZ 85346** on opening date and time specified, and then publicly opened and read, for furnishing items specified therein to specified destinations within the time specified or stipulated by the Bidder.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

Scope: The purpose of this Invitation for Bids is to establish a Contract with a qualified firm for the provision of goods or services in accordance with Appendix A.

PERIOD OF CONTRACT: This Contract will begin on date of award and expire, June 30, 2014

Automatic Contract renewals are prohibited. Contract renewals must be authorized by and coordinated through **The Town of Quartzsite**. **The Town of Quartzsite** reserves the right to renew the Contract for 0 additional years, one (1) year at a time by mutual agreement of both parties.

Any Contract awarded pursuant to this Invitation for Bid will be conditioned upon an annual provision of fund from the Town of Quartzsite annual budget sufficient to pay compensation due the successful bidder under the Contract. The Contract will provide that if such funds are not made in any fiscal year, and The Town of Quartzsite lacks funds from other sources to pay the compensation due under the Contract, The Town of Quartzsite will be entitled to terminate the Contract. In that event, The Town of Quartzsite will not be obligated to make any payments under the Contract beyond the amount properly appropriated for Contract payments in the immediate Contract period. The Town of Quartzsite will provide the successful bidder with written notice of Contract termination due to the non-provision of funds at least thirty (30) calendar days before the effective date of the termination.

INSTRUCTIONS TO BIDDERS

INTERPRETATION OF IFB: Any Contractual questions pertaining to this IFB shall be directed to:

The Town of Quartzsite Public Works
Attn. Emmett Brinkerhoff – Director
580 E. Quail Trail Street
P.O. Box 2812
Quartzsite, AZ 85346
(928) 927-4561

SUBMISSION OF BIDS: Each bidder must use the attached Pricing Schedule for submitting their bid.

All Bidders must return *two* copies of the Cover Sheet duly signed, *two* signed copies of the certification, and *two* copies of the Pricing Schedule (Appendix B) *keeping all remaining pages for your files*. By executing the Cover Sheet, the bidder acknowledges they have read this solicitation, understands it, and agrees to be bound by its terms and conditions. Bids may be submitted by mail or delivered in person. All bids must be received at the following location *prior* to date and time specified:

The Town of Quartzsite
c/o Terry Frausto, Town Clerk
P.O. Box 2812
Quartzsite, AZ 85346

BIDS RECEIVED AFTER THE DATE OR TIME OF OPENING WILL NOT BE CONSIDERED FOR CONTRACT AWARD AND SHALL BE RETURNED TO THE BIDDER.

WITHDRAWAL OF BIDS BY A BIDDER: A bidder may withdraw his/her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quality of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing of his/her claim of right to withdraw his/her bid within two (2) business days after the conclusion of the bid opening procedure.

ERRORS IN BIDS: When an error is made in extending total prices, the unit bid price will govern. Erasure in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of bids otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible errors. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bids are accepted.

ACCEPTANCE OF BIDS/BINDING 90 DAYS: Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.

BID OPENING: All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection. Tabulations of bids received are posted at The Town of Quartzsite, 465 N. Plymouth Ave. Quartzsite, AZ 85346

TIE-BIDS: If two or more bidders submit bids that are identical as to price, authorized prompt payment discounts and delivery time, the successful bidder will be chosen by drawing lots in public.

AWARD OR REJECTION OF BIDS: The Town of Quartzsite shall award the Contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of The Town of Quartzsite.

In determining the responsibility of a bidder, the following criteria will be considered:

- The ability, capacity and skill of the bidder to perform the Contract or provide the services required;
- Whether the bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
- The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
- The quality of performance on previous Contracts or services.
- The previous and existing compliance by the bidder with laws and ordinances relating to the Contract or service;
- The sufficiency of the financial resources and ability of the bidder to perform the Contract or provide the service.
- The quality, availability and adaptability of the goods or services to the particular use required;
- Whether the bidder is in arrears to **The Town of Quartzsite** for a debt or Contract.
- Such other information as may be secured by **The Town of Quartzsite** having a bearing on the decision to award the Contract.

QUESTIONS CONCERNING THE IFB: Any information relative to interpretation of specifications and drawings shall be requested of **The Town of Quartzsite** in writing, in ample time before the opening of bids. No inquiries if received by The Town of Quartzsite within five (5) days of the date set for the opening of bids will be given any consideration. Any material interpretation of a specification, as determined by **The Town of Quartzsite**, will be expressed in the form of an addendum to the specification, which will be sent to all prospective bidders no later than three (3) days before the dates set forth for the receipt of bids. Oral answers will not be authoritative.

BIDS EVALUATION/CONTRACT AWARD: Bids will be evaluated on the bases of a firm fixed price, and award will be made in the aggregate to the lowest responsive and responsible bidder meeting specifications.

PURCHASE ORDER: A purchase order for the items listed in this Invitation for Bids will be enclosed with the resulting Contract or will be issued shortly thereafter and will become an integral part of the resulting Contract.

TERMS AND CONDITIONS

IN CASE OF THE USE OF FEDERAL FUNDS: This Contract is being funded by the N/A under a grant to **The Town of Quartzsite** from the N/A. The Contractor acknowledges that applicable Federal regulations and laws apply.

INSURANCE: The Contractor will be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property or any and all description used in connection therewith whether owned by the Contractor or by **The Town of Quartzsite**. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action omission, commission or operation under the Contract, in connection in any way whatsoever with the contracted work. The Contractor shall, during the continuance of all work under the Contract maintain appropriate insurance required by Federal, state and local laws.

INDEMNIFICATION: Contractor shall indemnify, keep and save harmless **The Town of Quartzsite**, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against **The Town of Quartzsite** in consequence of the granting of a Contract or which may otherwise result there from, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against **The Town of Quartzsite** in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend **The Town of Quartzsite** as herein provided.

CONTRACTUAL DISPUTES: Any dispute concerning a question of fact as a result of the Contract with **The Town of Quartzsite** which is not disposed of by agreement shall be decided by the **Town of Quartzsite Town Council**, who shall reduce its decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days. The decision of **The Quartzsite Town Council** shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Arizona Revised Statutes. A Contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless **The Town of Quartzsite** fails to render such decision within the time specified.

Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

CONTRACT AUDITS/ACCESS TO RECORDS: The contractor shall maintain books, records, and documents of all costs and data in support of the services provided. **The Town of Quartzsite** or its authorized representative shall have the right to audit the books, records and documents of the Contractor.

These provisions for an audit shall give **The Town of Quartzsite** unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.

Unless otherwise provided by applicable statute, the Contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to **The Town of Quartzsite** for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to **The Town of Quartzsite**, all its books, records, documents, and other evidence bearing on the costs and expenses of the services relating to the work hereunder.

PAYMENT: Payment shall be made after satisfactory performance of the Contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. **The Town of Quartzsite** reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the Contract or any modifications thereto.

TERMINATION FOR CONTRACT: This Contract will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and thereafter until all requirements and conditions shall have been met.

TERMINATION FOR CONVENIENCE: This Contract may be terminated in whole or in part by **The Town of Quartzsite** in accordance with this clause if funding of **this project** under a Federal, State, or Local grant or budgetary allocation from the Board is discontinued. Termination for convenience shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination for Convenience specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the Contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

TERMINATION OF CONTRACT FOR DEFAULT: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, **The Town of Quartzsite** shall thereupon have the right to terminate specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the Contract shall, at the option of **The Town of Quartzsite**, become the property of **The Town of Quartzsite** and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to **The Town of Quartzsite** for damages sustained by **The Town of Quartzsite** by virtue of any breach of Contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to **The Town of Quartzsite** from the Contractor is determined.

CONTRACT ALTERATIONS: No alterations in the terms of the Contract shall be valid or binding upon **The Town of Quartzsite** unless made in writing and signed by **The Town of Quartzsite** authorized agent.

AMERICANS WITH DISABILITIES ACT REQUIREMENTS: **The Town of Quartzsite** is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all **The Town of Quartzsite** programs, activities and services. **The Town of Quartzsite** Contractors, subcontractors, vendors, and/or suppliers are subject to this ADA polity. All individuals having a **Town of Quartzsite** contractual agreement must make the same commitment.

Your acceptance of this Contract acknowledges your commitment to and compliance with ADA.

NEWS RELEASE BY VENDORS: As a matter of policy, **The Town of Quartzsite** does not endorse the products or services of a Contractor. News releases concerning any resultant contract from this solicitation will not be made by a Contractor without the prior written approval of the **Town**.

WRITTEN ACKNOWLEDGEMENT OF FEDERAL OR STATE FUNDING (IF APPLICABLE): All published materials, including printed products, publications, articles, medial events, news releases, written material related to public appearances or interviews, public service announcements or other activity related to this project shall reflect the relationship between **The Town of Quartzsite** and the Federal or State awarding agency, and shall reflect the following statement in legible, easily readable print:

*"This is being funded by a Contract under a grant to **The Town of Quartzsite** from N/A . Funding is not an endorsement of any products, opinions, or services. All N/A funded programs are extended to the public on a non-discriminatory basis."*

NON-DISCRIMINATION REQUIREMENTS: The Contractor, in compliance with Title VI of the Civil Rights Act of 1964, its amendments and other applicable regulations, statutes and executive orders, agrees that it shall not discriminate against any employee, subcontractor, applicant for employment or subcontractor bidder because of race, color, religion, sex., age, national origin, or disability.

EQUAL EMPLOYMENT OOPPORTUNITY: Contractor agrees to comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance programs, Equal Employment Opportunity, and Department of Labor."

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 AND 40 U.S.C. 276C): If this Contract exceeds all Contracts and subgrants of \$2,000 for construction or Contractor agrees to the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Act provides that each Contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACE (40 U.S.C. 327-333) If this Contract is in excess of \$2,000 for construction or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, the Contractor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5) Under Section 102 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surrounding or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or Contracts for transportation or transmission of intelligence.

CLEAN AIR ACT (42 U.S.C. 7401 et seq.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 et seq.) AS AMENDED: If this Contract is in excess of \$100,000 the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):Contractors who apply or bid for an award of \$100,000 or more complete the attached required certification. The Contractor certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a member of Congress, Officer or employee or Congress, of an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

DEBARMENT AND SUSPENSION (E.O.'s 12549 AND 12689): No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.'s 12549 and 1289, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Contractors, declared ineligible under statutory or regulatory authority other than E.O. 12549. If this Contract exceeds \$25,000.00, the Contractor shall complete the attached required certification regarding its exclusion status and that of its principal employees.

DAVIS-BACON ACT: As amended (40 U.S.C. 276a to a-7) – When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under the Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to a Federal awarding agency.

GOVERNING LAWS: It is agreed that this Contract shall be governed by, construed and enforced in accordance with the laws of the **State of Arizona**, and any and all actions instituted for enforcement of the Contract, or any portion thereof, shall be brought in the courts of the **State of Arizona**.

ASSIGNMENTS OF RECEIPTS: The rights of each party to this contract may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express and written consent of the other party.

ENTIRE AGREEMENT: This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this Contract shall be valid or binding.

BINDING EFFECT: This Contract shall bind and inure to the benefits of the respective heirs, personal representatives, successors, and assigns of the parties.

**APPENDIX A
SPECIFICATIONS**

Pricing should be guaranteed for any location in The Town of Quartzsite and include:

1. Pricing from July 1, 2013 to June 30, 2014
2. Use of the ADOT Asphalt index for pricing.
3. Oil
4. Aggregate Material
5. Labor
6. Tax

***And any other needed for a TYPE 3 Slurry (minimum 20 pounds per square yard) and for an OPEN GRADE Slurry (minimum 50 pounds per square yard).

***Pricing should be submitted per square yard. The Town of Quartzsite Public Works will combine both quotes for total square yard price.

The Town of Quartzsite reserves the right to reject any or all bids received in response to this invitation to bid and waive any informality in procedures or submittals received.



THE TOWN OF QUARTZSITE

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The Regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

**BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION FOR
CERTIFICATION.**

1. The Prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization

Name and Title of Authorized Representative

Signature

Date

THE TOWN OF QUARTZSITE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal, and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rule implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, on all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-procurement programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, July 9, 2013

Agenda Item #5

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

Summary:

In August 2012, the Town entered into a Memorandum of Understanding (MOU) with the Education Options Foundation for the lease of land upon which the EdOptions High School facility is located.

The agreement provides for annual lease payments of \$18,000, with the first year's lease payment, due in FY 12/13, waived. The term is for three (3) years, with automatic one-year renewal periods thereafter.

Council Member Kelley has requested consideration to modify the lease terms of the existing MOU as follows:

1. FY 12/13 lease payment, \$ 0
2. FY 13/14 lease payment, \$ 6,000
3. FY 14/15 lease payment, \$ 12,000
4. FY 15/16 and thereafter lease payment, \$18,000

Responsible Person: Carol Kelley, Council Member

Attachment: Signed Memorandum of Understanding between the Town of Quartzsite, AZ and the Educational Options Foundation.

Action Requested: Discussion and possible action to modify the lease payment terms of the Memorandum of Understanding between the Town of Quartzsite and the Educational Options Foundation.

TOWN OF QUARTZSITE
RESOLUTION NUMBER 12-15

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF QUARTZSITE, LA PAZ COUNTY, ARIZONA, AUTHORIZING THE TOWN MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING WITH ED OPTIONS HIGH SCHOOL.

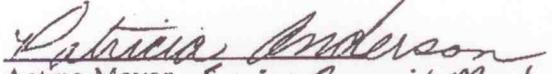
WHEREAS, A.R.S. § 9-241 and Article 9, Section 7 of the Arizona Constitution permit the Town to lease the Town's property for a public purpose; and

WHEREAS, the use of the property located at 560 Coyote as a Charter High School is for a public purpose;

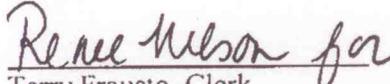
NOW THEREFORE, BE IT RESOLVED by the Common Council of the Town of Quartzsite that the Town Manager may enter into the Memorandum of Understanding attached hereto.

PASSED AND ADOPTED this 14th day of August, 2012.

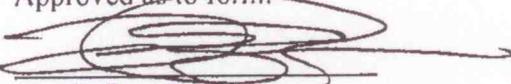
Affirm:


Acting Mayor Senior Council Member

Attest:


Terry Frausto, Clerk

Approved as to form:


Martin Brannan, Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF QUARTZSITE, AZ
AND
THE EDUCATIONAL OPTIONS FOUNDATION**

This Memorandum of Understanding ("MOU") is entered into between the Town of Quartzsite and The Educational Options Foundation.

I. Background Information

The Educational Options Foundation, a 501 (c) (3) non-profit corporation in the State of Arizona, operates EdOptions High School and the EdOptions AOI Program under a charter granted by the Arizona State Board for Charter Schools. On June 29, 2012, the Foundation purchased the assets, including 3 large buildings, 2 storage sheds, school contents, and improvements made to the facility and site, of a charter high school that operated on land leased from the Town of Quartzsite, at 560 Coyote.

For the purpose of this MOU, the Town of Quartzsite and The Educational Options Foundation desire to enter into an agreement to allow The Educational Options Foundation to lease the property located at 560 Coyote, Quartzsite, AZ for the purpose of operating the EdOptions High School Quartzsite Learning Center. The learning center will provide an opportunity for high school students in grade 9-12 to attend school in Quartzsite.

Providing an opportunity for students to attend school will provide a *mutual benefit* for the Town, the members of the community, students, and the Foundation. It is our collective belief that strong schools help build strong communities. The Educational Options Foundation is proud to be part of the Quartzsite community.

II. Terms and Conditions Regarding MOU

A. Lease

The Town and Foundation desire to enter into a lease for the land located at 560 Coyote, Quartzsite, AZ, (see attached site plan). The Educational Options Foundation owns real property including buildings and equipment at that location. Property will be used to operate EdOptions High School Quartzsite Learning Center and other educational uses as may be deemed beneficial by the Foundation.

B. Payment

The parties agree to an annual lease payment for the land of Eighteen thousand dollars (\$18,000) per year beginning July 1, 2012. The first years lease payment will be waved. Monthly lease payments will be paid to the Town beginning on June 1, 2013 in the amount of \$1,500. per month. Payments delivered to the

Town by the tenth (10) day of the month will be considered paid in a timely manner.

C. Term

The initial term of this MOU shall be for three (3) years, and the agreement shall be automatically renewed for additional one (1) year periods, unless otherwise terminated pursuant to paragraph E.

D. Agreement Amendment

The parties to this MOU may amend, modify, or supplement this MOU in writing at any time by mutual consent. All other unaffected provisions set forth in this MOU shall remain in effect.

E. Termination

Either party may terminate this MOU, with ninety (90) days notice in writing, to the other party. Such notice shall be given by personal delivery or by registered or certified mail at the other party's official mailing address. The Foundation shall have the option to finish the current school year if the MOU is terminated by the Town. Each school year begins on July 1 and ends on June 30. In the event of termination the Foundation will have a minimum of one-hundred and eighty days (180) to remove the buildings and contents from the property.

F. Insurance

The Foundation agrees to maintain liability insurance coverage and to provide the Town evidence of insurance showing the town as an additional insured.

G. Miscellaneous Provisions

1. **Assignment.** This MOU is non-assignable in whole or in part by either party without the written consent of the other party.
2. **Authority of Signatory.** Each individual executing this MOU on behalf of either party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Town of Quartzsite or The Educational Options Foundation.
3. **Cancellation.** This MOU is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.
4. **Entire Agreement.** This MOU and any attachments represent the entire agreement between the parties and supersede all prior negotiations,

representations or agreements, whether express or implied, written or oral.

5. **Governing Law and Venue.** The terms and conditions of this MOU shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in the Superior Court of La Paz County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for on account of the breach of any term or conditions of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.
6. **Incorporation of Documents.** All documents referred to in this MOU are hereby incorporated by reference into the MOU.
7. **Integration.** This MOU contains the entire arrangement between the parties. No statement, promise or inducement made by either party that is not contained in this written MOU and signed by both parties shall be valid or binding.
8. **No Third Party Beneficiaries.** Only the parties may enforce this MOU. The parties do not intend through this MOU to confer enforceable rights on any non-party and do not intend to create any third party beneficiaries to this MOU.
9. **Notices.** Any notice or demand under this MOU from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered personally or deposited in a U.S. mailbox, in a stamped envelope addressed to the other party's official business address provided herein. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change.

Town of Quartzsite
P.O. Box 2812
465 N Plymouth Ave
Quartzsite, AZ 85346-2812
Attn: Town Manager

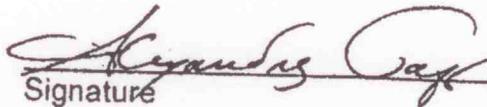
The Educational Options
Foundation
Steve Durand
2150 E Southern Ave
Tempe, AZ 85282

10. **Section Headings.** Captions and section headings used herein are for convenience only, are not a part of this MOU, shall not be deemed to limit or alter any provisions hereof, and shall not be deemed relevant in construing this MOU.
11. **Severability.** The provisions of this MOU shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provisions.
12. **Waiver of Terms and Conditions.** The failure of either party to insist on any one or more instances of performance of any of the terms or conditions of this MOU or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date and year specified below.

DATED: Aug. 17, 2012

**THE TOWN OF QUARTZSITE
RESPRESENTATIVE:**


Signature

Town Manager
Title

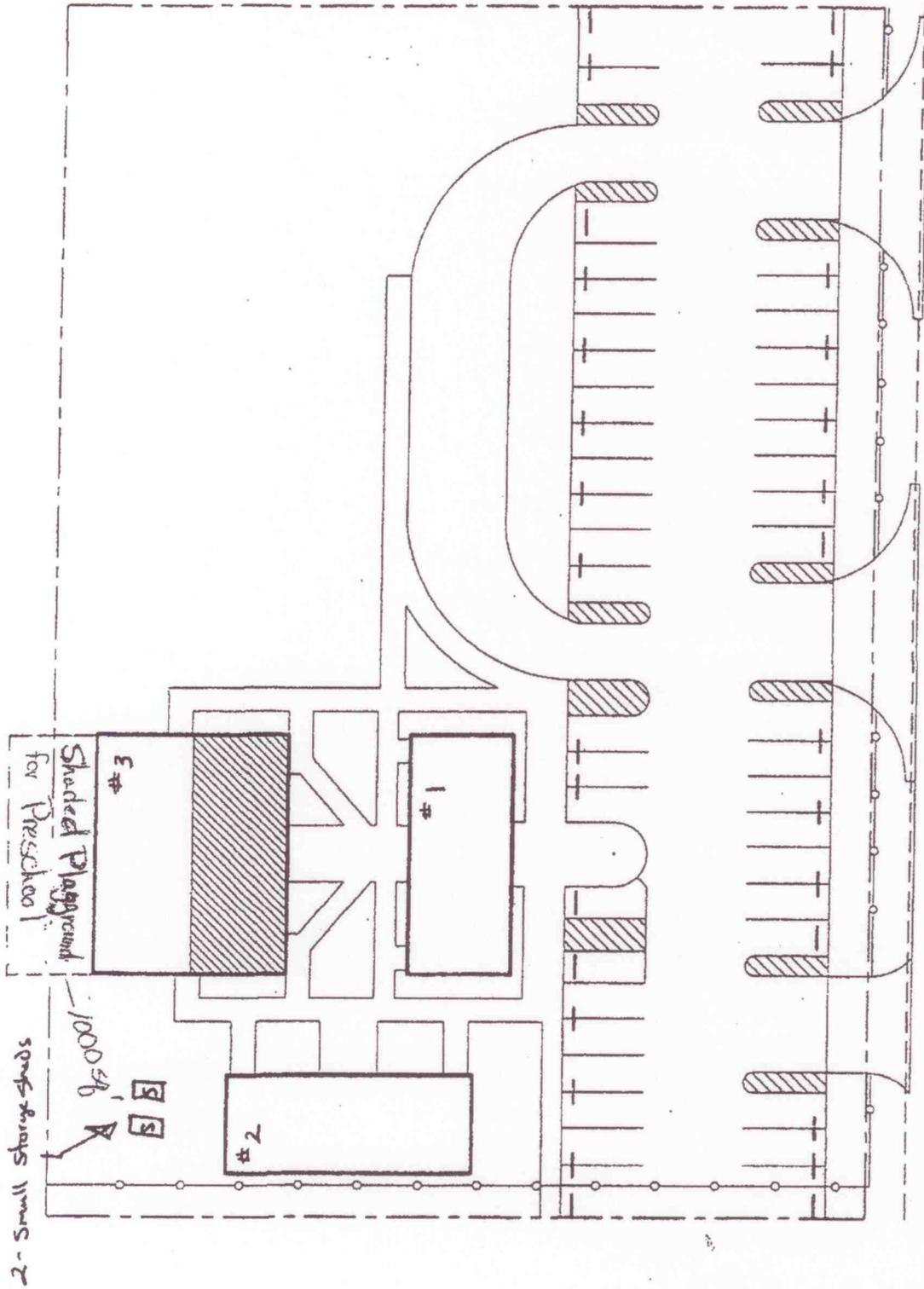
DATED: 8/27/12

**THE EDUCATIONAL OPTIONS FOUNDATION
RESPRESENTATIVE:**


Signature

Vice President
Title

V1 8/8/12 JS



SITE PLAN

SCALE: 1" = 40'



QUARTZSITE PUBLIC LIBRARY
Statistical Report June 2013

| | |
|-----------------------------------|--------------|
| Total Number of Patrons | 1,903 |
| <hr/> | |
| Adult Fiction | 342 |
| Adult Non Fiction | 109 |
| Paperback | 185 |
| Large Print | 115 |
| E-Books | 208 |
| Arizona Books | 28 |
| Spanish | 1 |
| ILL Sent to other Libraries | 3 |
| ILL Received from other Libraries | 2 |
| TOTAL ADULT BOOKS | 993 |
| <hr/> | |
| Young Adult Books | 19 |
| Juvenile Books | 32 |
| Kids Computer Use | 35 |
| <hr/> | |
| Miscellaneous: | |
| Puzzles | 4 |
| Magazines | 10 |
| DVD | 444 |
| VHS | 190 |
| CD Audio | 31 |
| TOTAL CIRCULATION | 1,723 |
| <hr/> | |
| Computer Questions | 141 |
| Reference Questions | 116 |
| Information | 103 |
| Computer Use | 312 |
| Wireless Usage | 157 |
| New Patrons Registered | 12 |
| Meeting Room Use | 15 |
| Donations | 129 |