

COUNCIL MEETING AGENDA

MONDAY, DECEMBER 23, 2013

Members may attend in person or by telephone

Ed Foster, Mayor
Michael Jewitt, Vice Mayor

Carol Kelley
Mark Orgeron
Monica Timberlake

Norma Crooks
Mary Scott

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

**Regular Meeting
9:00 a.m.**

SPEAKING TO THE COUNCIL

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

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

CELL PHONES AND RECORDING DEVICES

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

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

Est. Time	AGENDA ITEM	COUNCIL ACTION
9:00	CALL TO ORDER OF REGULAR MEETING	
9:00 – 9:05	INVOCATION AND PLEDGE OF ALLEGIANCE <i>The invocation may be offered by a person of any religion, faith, belief or non-belief. Interested persons should contact the Clerk for further information.</i>	
9:05 – 9:06	ROLL CALL	
9:06 – 9:07	APPROVAL/AMENDMENT OF AGENDA	Discussion, possible action by MOTION.
9:07 – 9:10	1. 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-a.	LEDGER OF ACCOUNTS PAID – Consider approval of check series 36592 - 36635, totaling \$29,214.66.	Discussion; possible action by MOTION; may be acted upon with single motion.
	1-b.	MINUTES – Consider approval of the minutes of the Regular Meeting of December 10, 2013 and the Special Meeting of December 17, 2013.	Discussion; possible action by MOTION; may be acted upon with single motion.
	1-c.	INTERGOVERNMENTAL AGREEMENT – Consider approval of an Intergovernmental Agreement (IGA) between La Paz County and the Town of Quartzsite for on-call building inspections and plan review services.	Discussion; possible action by MOTION; may be acted upon with single motion.
	1-d.	CONTRACT – Consider approval of a purchase contract under the Arizona State Contract No. ADPS013-036880 for 10 dash mounted 700 MHz dual-band police radios, including installation.	Discussion; possible action by MOTION; may be acted upon with single motion.
		ADMINISTRATIVE ITEMS <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>	
9:10 – 9:20	2.	POLICE CHIEF RECRUITMENT – Discuss Police Chief recruitment process and consider approval of a proposed annual salary range for the position of Quartzsite Police Chief.	Discussion; possible action by MOTION.
9:20 – 9:25	3.	WAIVER OF ATTORNEY-CLIENT PRIVILEGE – Discussion and consideration of waiver of the attorney-client privilege for two designated attorney-client privileged communications dated 11/19/13 and 12/2/13.	Discussion; possible action by MOTION.

9:25 – 9:30	4.	REQUEST TO TOWN ATTORNEY – Discussion and possible action to comply with Mayor Foster’s request made directly to the Town Attorney that the Town Attorney provide to him documents and communications with the Town Manager subsequent to the December 5, 2012 decision in the litigation entitled <i>Brannan, Johnson, Yackley v. Town of Quartzsite</i> .	Discussion; possible action by MOTION.
9:30 – 10:00	5.	EXECUTIVE SESSION <ul style="list-style-type: none"> 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 risks of liability to the Town related to training and leadership in the QPD and regarding procedures to mitigate those risks. 	
10:00		RETURN TO OPEN SESSION	
		COMMUNICATIONS	
10:00 - 10:05	6.	Announcements and Reports from the MAYOR on current events.	
10:05 - 10:10	7.	Announcements and Reports from the COUNCIL on current events.	
10:10 - 10:15	8.	Reports from the TOWN MANAGER to the Council.	
10:15 - 10:30		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>	

10:30	ADJOURN	MOTION to adjourn.
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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

Monday, December 23, 2013

Agenda Item #1-a. Consider approval of check series 36592 - 36635, totaling \$29,214.66.

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

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

Responsible Person: Laura Bruno, Town Manager

Attachment: Ledger of Accounts Paid: check series 36592 - 36635.

Action Requested: Motion to approve the Ledger of Accounts Paid; Check series 36592- 36635.

**Quartzsite Town Council Meeting of
December 23, 2013
Check Register/ Revenue/ Consent Agenda**

Horizon Community Bank- Begin Ck# 36592 - 36635

Balances on all cash accounts as of December 19, 2013

Checking Account	\$	1,951,260.08
LGIP Account	\$	686,505.95
WIFA Debt Reserve Account	\$	182,445.40

Total Expensed Dollar Amount for Consent Agenda	\$	96,390.72
Total Payroll for Pay Period Ending 12/07/13	\$	67,176.06
YTD Total Revenue Dollar Amount for Consent Agenda	\$	643,531.43
YTD Total Sewer Sales Revenue as of 12/19/13	\$	343,659.10
YTD Total Sewer Cap Revenue as of 12/19/13	\$	2,609.05
YTD Total Water Sales Revenue as of 12/19/13	\$	292,021.88
YTD Total Water Cap Revenue as of 12/19/13	\$	5,241.40

Report Criteria:

Report type: GL detail

Check Number = 36592-36635

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
36607						
12/11/2013	36607	Aaren Miguel Santa Marina	150.00	Refund: Pmt Never Applied	01-000-2211	150.00
Total 36607:			150.00			
36608						
12/11/2013	36608	American Custom Tire, Inc	92.53	Tire Repair for PW Dept	03-220-5025	92.53
Total 36608:			92.53			
36609						
12/11/2013	36609	Arizona Supreme Court	750.00	New Judge Orientation Judge Lilly	01-150-5043	750.00
Total 36609:			750.00			
36610						
12/11/2013	36610	Bureau of Reclamation	500.00	Admin Fee for 2014 Contract#707	16-550-5051	500.00
Total 36610:			500.00			
36611						
2/11/2013	36611	CCH	428.71	GAAP Guide 2014	01-130-5051	428.71
Total 36611:			428.71			
36612						
12/11/2013	36612	Chevron Usa	135.29	Fuel for QPD	01-140-5024	135.29
12/11/2013	36612	Chevron Usa	24.28	Fuel for Admin	01-130-5024	24.28
12/11/2013	36612	Chevron Usa	56.73	Fuel for Comm Dev Svcs	01-160-5024	56.73
12/11/2013	36612	Chevron Usa	41.44	Fuel for Magistrate Court	01-150-5024	41.44
12/11/2013	36612	Chevron Usa	45.86	Fuel Life Skills	20-121-5024	45.86
Total 36612:			303.60			
36613						
12/11/2013	36613	Colorado River Sand & Ro	300.96	2 yards for Pedestrian facility	03-220-5029	300.96
12/11/2013	36613	Colorado River Sand & Ro	155.04	1 yard for Water monument aroun	16-550-5040	155.04
12/11/2013	36613	Colorado River Sand & Ro	209.51	3/4" Rock: for Pedestrian facility	03-220-5029	209.51
Total 36613:			665.51			
36614						
12/11/2013	36614	Connected Computer & Re	1,865.00	Phone Lines Installed at QPD	01-140-5048	1,865.00
Total 36614:			1,865.00			
36615						
12/11/2013	36615	Ditch Witch	325.38	Parts for Ditch Witch	15-500-5040	325.38
12/11/2013	36615	Ditch Witch	325.38	Parts for Ditch Witch	16-550-5040	325.38
12/11/2013	36615	Ditch Witch	162.68	Parts for Ditch Witch	03-220-5025	162.68

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
Total 36615:			<u>813.44</u>			
36616						
12/11/2013	36616	Etherspeak Inc.	6.05	Phone Services	01-110-5048	6.05
12/11/2013	36616	Etherspeak Inc.	60.42	Phone Services	01-130-5048	60.42
12/11/2013	36616	Etherspeak Inc.	66.51	Phone Services	01-140-5048	66.51
12/11/2013	36616	Etherspeak Inc.	24.19	Phone Services	01-150-5048	24.19
12/11/2013	36616	Etherspeak Inc.	18.15	Phone Services	01-160-5048	18.15
12/11/2013	36616	Etherspeak Inc.	18.15	Phone Services	01-170-5048	18.15
12/11/2013	36616	Etherspeak Inc.	12.10	Phone Services	01-185-5048	12.10
12/11/2013	36616	Etherspeak Inc.	18.15	Phone Services	03-220-5048	18.15
12/11/2013	36616	Etherspeak Inc.	12.10	Phone Services	15-500-5048	12.10
12/11/2013	36616	Etherspeak Inc.	12.10	Phone Services	16-550-5048	12.10
Total 36616:			<u>247.92</u>			
36617						
12/11/2013	36617	Galls, An Aramark Compan	192.00	Uniform Allowance T. Rider	01-140-5019	192.00
Total 36617:			<u>192.00</u>			
36618						
12/11/2013	36618	George Fruzynski	750.00	Refuind: Pmt Never Applied to Fin	01-000-2212	750.00
Total 36618:			<u>750.00</u>			
36619						
12/11/2013	36619	IntelliChoice, Inc.	10,000.00	Records Management System for	30-209-5061	10,000.00
Total 36619:			<u>10,000.00</u>			
36620						
12/11/2013	36620	JCG Technologies, Inc.	426.41	Renewal: Mtg Recorder for Counc	01-110-5051	426.41
Total 36620:			<u>426.41</u>			
36621						
12/11/2013	36621	Kowboy Korner	100.00	Boot Allowance for E. Brinkerhoff	03-220-5019	100.00
Total 36621:			<u>100.00</u>			
36622						
12/11/2013	36622	Lowes	217.26	Counter Top for Front Counter	01-130-5030	217.26
12/11/2013	36622	Lowes	36.28	Truck Supplies for PW Dept	03-220-5060	36.28
Total 36622:			<u>253.54</u>			
36623						
12/11/2013	36623	Parker Office Supply	17.16	Name Plate "Amanda Lilly"	01-150-5021	17.16
Total 36623:			<u>17.16</u>			
24						
11/2013	36624	Petty Cash	33.02	Supplies for Haunted House	20-121-5022	33.02
12/11/2013	36624	Petty Cash	12.35	Postage	16-550-5042	12.35

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
12/11/2013	36624	Petty Cash	46.40	Drug Test Fee	01-160-5084	46.40
12/11/2013	36624	Petty Cash	76.20	CDL Test for T. Richardson	03-220-5032	76.20
12/11/2013	36624	Petty Cash	28.00	Travel & Trng for T. Abriani	01-130-5043	28.00
12/11/2013	36624	Petty Cash	30.00	Travel for Mtg for Transit	01-230-5043	30.00
12/11/2013	36624	Petty Cash	26.50	Water & Candy for Council	01-110-5022	26.50
12/11/2013	36624	Petty Cash	51.13	Ink Crtgd for QPD	01-140-5022	51.13
12/11/2013	36624	Petty Cash	91.97	Candy Bags & Wall Anchors	01-140-5022	91.97
12/11/2013	36624	Petty Cash	33.67	Trailer Registration	03-220-5025	33.67
12/11/2013	36624	Petty Cash	12.97	Postage for P&Z	01-160-5042	12.97
12/11/2013	36624	Petty Cash	2.89	Over in Utility Cash Box	01-000-4101	2.89
Total 36624:			439.32			
36625						
12/11/2013	36625	Quartzsite Historical Societ	4,000.00	Promotion of Town	01-145-5044	4,000.00
Total 36625:			4,000.00			
36626						
12/11/2013	36626	Randolph Kessler	293.25	Permit Cancelled on 12/6/2013	01-000-4210	293.25
Total 36626:			293.25			
36627						
12/11/2013	36627	Ronald Zipperer	150.00	Refund: Pmt Never Applied	01-000-2211	150.00
Total 36627:			150.00			
36628						
12/11/2013	36628	Sunset Silver Co., Inc	30.00	Refund: Double Pmt on business	01-000-4220	30.00
Total 36628:			30.00			
36629						
12/11/2013	36629	The Police & Sheriffs Press	22.46	Retirement ID for R. Paterson	01-140-5019	22.46
Total 36629:			22.46			
36630						
12/11/2013	36630	Verizon Wireless	35.85	Cell Phone Services	01-160-5048	35.85
12/11/2013	36630	Verizon Wireless	62.32	Cell Phone Services	01-230-5048	62.32
12/11/2013	36630	Verizon Wireless	122.34	Cell Phone Services	01-130-5048	122.34
12/11/2013	36630	Verizon Wireless	30.47	Cell Phone Services	01-170-5048	30.47
12/11/2013	36630	Verizon Wireless	93.48	Cell Phone Services	01-180-5048	93.48
12/11/2013	36630	Verizon Wireless	40.03	USB Broadband	20-121-5048	40.03
12/11/2013	36630	Verizon Wireless	77.97	Cell Phone & Broadband Services	01-185-5048	77.97
12/11/2013	36630	Verizon Wireless	32.67	Cell Phone Services	03-220-5048	32.67
12/11/2013	36630	Verizon Wireless	77.73	Cell Phone Services	15-500-5048	77.73
12/11/2013	36630	Verizon Wireless	141.09	Cell Phone Services	16-550-5048	141.09
Total 36630:			713.95			
36631						
12/11/2013	36631	Visa	103.71	HUB: Hub Form Tube for PW Dep	03-220-5029	103.71
12/11/2013	36631	Visa	475.32	Scottsdale Resort: Hotel for Trng	01-160-5043	475.32
12/11/2013	36631	Visa	231.28	HamptonInn: R. Villafana Investig	01-140-5043	231.28

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
12/11/2013	36631	Visa	92.71	ComfortInn: Brady & Newton Trng	01-140-5043	92.71
12/11/2013	36631	Visa	111.15	HolidayInn: O. Cruz for Well & Pu	16-550-5043	111.15
12/11/2013	36631	Visa	144.84	HolidayInn: T. Richardson Flagger	03-220-5043	144.84
12/11/2013	36631	Visa	35.00	CELA: Membership T. Hoogerwerf	01-160-5043	35.00
12/11/2013	36631	Visa	80.00	CELA: Fall Conf for T. Hoogerwerf	01-160-5043	80.00
12/11/2013	36631	Visa	230.26	Hilton: CELA Fall Conf for T. Hoo	01-160-5043	230.26
12/11/2013	36631	Visa	252.47	Amazon: Books for the Library	01-170-5022	252.47
12/11/2013	36631	Visa	54.59	Howard Johnson Hotel: X. Fraust	01-140-5043	54.59
12/11/2013	36631	Visa	54.59	Howard Johnson Hotel: A. Ruvalc	01-140-5043	54.59
Total 36631:			<u>1,865.92</u>			
36632						
12/11/2013	36632	Ward Law Offices, PLLC	3,200.00	Prosecutorial Services	01-120-5073	3,200.00
Total 36632:			<u>3,200.00</u>			
36633						
12/11/2013	36633	West Payment Center	469.66	West Law Information Charges	01-150-5051	469.66
Total 36633:			<u>469.66</u>			
36634						
12/11/2013	36634	Working Class Clothes	179.84	Uniform Allowance for Parks Dept	01-180-5019	179.84
Total 36634:			<u>179.84</u>			
36635						
12/11/2013	36635	Yuma Winnelson Co.	288.66	System Maintenance for Water D	16-550-5050	288.66
Total 36635:			<u>288.66</u>			
Grand Totals:			<u>29,208.88</u>			
Grand Totals:			<u>29,214.66</u>	<u>29,214.66-</u>	<u>.00</u>	

Report Criteria:

Report type: GL detail
 Check.Check Number = 36592-36635



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Monday, December 23, 2013

Agenda Item # 1-b. Consider approval of the minutes of the Regular Meeting of December 10, 2013, and the Special Meeting of December 17, 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: Tina Abriani, Town Clerk

Attachment: Minutes of the Regular Meeting of December 10, 2013, and the Special Meeting of December 17, 2013.

Action Requested: Motion to approve the minutes of the Regular Meeting of December 10, 2013, and the Special Meeting of December 17, 2013.

MINUTES
TOWN OF QUARTZSITE
REGULAR MEETING OF THE COMMON COUNCIL
TUESDAY, DECEMBER 10, 2013, 9:00 AM

CALL TO ORDER: 9:00 AM

INVOCATION: None

PLEDGE OF ALLEGIANCE: Led by the Mayor.

ROLL CALL: Roll Call.

Present: Mayor Foster, Vice Mayor Jewitt, Council Member Kelley, Council Member Crooks, Council Member Orgeron and Council Member Timberlake.

ABSENT: Council Member Scott.

STAFF PRESENT: Town Manager Laura Bruno, Town Attorney Susan Goodwin, Town Clerk Tina Abriani

APPROVAL/AMENDMENT OF AGENDA: Vice Mayor Jewitt moved to approve the agenda as presented with the exception of item 11 which must be removed from the agenda.

Council Member Orgeron moved to amend the motion to remove number 12, as that was addressed and taken care of already.

Council Member Crooks seconded the motion to remove items 11 & 12 from the agenda.

Roll Call Vote: Motion Failed (summary: Yes = 3, No = 3, Abstain = 0, a tie equals a 'No' vote). Items 11 & 12 stay on the agenda.

Yes: Vice Mayor Jewitt, Council Member Crooks, Council Member Orgeron

No: Mayor Foster, Council Member Kelley, Council Member Timberlake

Absent: Council Member Scott.

PRESENTATIONS; PROCLAMATIONS: None.

CONSENT AGENDA:

1-a. **LEDGER OF ACCOUNTS PAID** – Consider approval of check series 36535 – 36591, totaling \$225,948.90.

1-b. **MINUTES** – Consider approval of the minutes of the Regular Meeting of November 26, 2013 and the Special Meeting of December 3, 2013.

Council Member Orgeron moved to approve the Consent Agenda as written. Vice Mayor Jewitt seconded the motion. The vote was unanimous. Motion Passed.

ADMINISTRATIVE ITEMS:

The Mayor stated Item 12 will be first.

- 2. TROLLEY SERVICE CONTRACT – Consider approval of a service contract to provide transportation services for the Quartzsite Trolley for general public fixed-route and paratransit services.**

John Andoh of the Yuma County Intergovernmental Public Transit Authority and Janet Collier, Town Transit Coordinator, spoke to the Council regarding the Trolley Service Contract.

Vice Mayor Jewitt left the dais briefly.

Emmett Brinkerhoff, Director of Public Works, spoke regarding the beautification and pedestrian/trolley stops.

Town Manager Bruno discussed the trolley system. She noted that staff wanted to have this project to do something positive to the Town.

Vice Mayor Jewitt returned to the dais.

Council Member Crooks moved to approve a contract with Parking Concepts, Inc. to provide transportation services for the Quartzsite Trolley for general public fixed-route and paratransit services, and authorize the Town Manager to execute the contract.

John Andoh spoke regarding general standards in the contract and the transit budget.

Council Member Kelley asked the Town Manager if the Town has \$22,000 to pay this contract.

Council Member Crooks amended the motion to include the contingency amount of \$22,000, not to be exceeded.

John Andoh stated the exact figure will be \$19,565.

Council Member Crooks amended her amended motion to include the sum not to exceed \$19,565.

Council Member Kelley seconded the motion. Motion Passed.

- 3. USDA-RUS SEWER LOAN - Consideration and possible adoption of a resolution approving the form and authorizing the execution and delivery of a Ground Lease and a Town Lease, approving the execution and delivery by**

Town of Quartzsite Municipal Property Corporation of such Ground Lease and Town Lease and the government documents (as such term is defined herein), the negotiation of a note to the United States Government, acting through Rural Utilities Service, United States Department of Agriculture; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by such ground lease, town lease and government documents and this resolution and declaring an emergency.

The Mayor explained that this resolution would authorize a 1.5 million dollar loan to go with the grant to expand the waste treatment plant and that the Council's authorization is required.

Mark Reader of Stifel, Nicolaus, retained by the Town to assist with the WIFA and USDA financing applications, spoke regarding the USDA-RUS project.

The Mayor asked if the Town is guaranteeing the loan company. Mark Reader passed out a paper for the Council's review.

The Mayor asked what would happen if the Town were to default on the loan.

Michael Cafiso of the Law Firm of Greenberg, Traurig explained the obligation of the Town to set rates to cover the loan.

Michael Cafiso explained the lock in the lower interest rate is the emergency nature of the resolution.

Council Member Orgeron moved to adopt the resolution approving the form and authorizing the execution and delivery of a Ground Lease and a Town Lease, approving the execution and delivery by Town of Quartzsite Municipal Property Corporation of such Ground Lease and Town Lease and the government documents (as such is defined herein), the negotiation of a note to the United States Government, acting through Rural Utilities Service, United States Department of Agriculture; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by such ground lease, town lease and government documents and this resolution and declaring an emergency.

Roll Call Vote: (summary: Yes = 5, No = 1, Abstain = 0).

Yes: Vice Mayor Jewitt, Council Member Kelley, Council Member Crooks, Council Member Orgeron, Council Member Timberlake.

No: Mayor Foster.

Absent: Council Member Scott.

The motion with the emergency clause failed.

Town Attorney Goodwin explained that with a 7 (seven) member council, 6 (six) ayes are necessary to pass the motion with the emergency clause.

Council Member Orgeron made the same motion without the emergency clause.

Council Member Crooks seconded the motion.

Roll Call Vote: Motion Passed (summary: Yes = 5, No = 1, Abstain = 0).

Yes: Vice Mayor Jewitt, Council Member Kelley, Council Member Crooks, Council Member Orgeron, Council Member Timberlake.

No: Mayor Foster.

Absent: Council Member Scott.

11:37 AM the Mayor recessed the meeting until 12:45 PM.

12:46 PM the Mayor called to the meeting back to order.

Roll Call.

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

Absent: Council Member Scott.

4. **ELECTION DATES** - Consideration and possible approval of an ordinance of the Mayor and Common Council of the Town of Quartzsite, Arizona, amending the code of Quartzsite, Arizona, Chapter 2 Mayor and Council, Article 2-1 Council, by amending Section 2-1-5 Compensation, amending Article 2-3 Council Election, by amending Section 2-3-6 Election Dates, amending Article 2-6 Initiative and Referendum, by amending Section 2-6-1 Power Reserved; Time of Election; all related to consolidating the Town's election dates with the State of Arizona's election dates, as required by A.R.S. § 16-204; providing for repeal of conflicting ordinances; and providing for severability.

Town Manager Bruno read the preface of the proposed ordinance aloud for the record.

Vice Mayor Jewitt moved to approve as presented and Council Member Crooks seconded the motion. The vote was unanimous. Motion Passed.

5. **AFTER-SCHOOL RECREATION PROGRAM** - Update, discussion and possible direction regarding a request for additional funding for the Town's after-school recreation program.

Town Manager Bruno gave an update on the donations and volunteers for this program.

Town Manager Bruno stated that she checked with the County to try to get funding. She spoke to Leann Anderson of the County Health Department, Tobacco Prevention Program. Town Manager Bruno has a meeting with Ms. Anderson scheduled to discuss some opportunities that may be available.

Dana Anderson stated the department has interviewed someone who declined the job offer. He will be interviewing a volunteer later in the week.

The Mayor asked for the amount of donations. Town Attorney Susan Goodwin donated \$300 and the Mayor donated \$20.00.

There is funding for one person at 10 hours a week from 3:00 – 5:00 in the afternoon for the term of the program for the year.

Holiday breaks for the children were discussed.

Council Member Orgeron suggested partnering with the school.

Council Member Orgeron asked that the ten hour per week be given a chance before providing more funding for the program.

Vice Mayor Jewitt brought up the subject of the parents paying \$1.50 per day. Yesenia Jackson of the Park and Recreation, After-School Recreation Program, said the parents said they cannot afford it.

Council Member Timberlake said she would like to see a twenty hour per week employee funded by the Town.

Town Manager Bruno stated she will be sure there are two people with the children during the Christmas break.

Town staff was directed to bring this item back to the agenda for the first regular Council meeting in February, 2013.

- 6. HOLIDAY TIME OFF – Consideration and possible approval for employee's discretion, either two (2) half days on December 24th and December 31st, or one full day.**

Vice Mayor Jewitt moved to approve the issue as presented and Council Member Crooks seconded the motion. The vote was unanimous. **Motion Passed.**

- 7. NEXT COUNCIL MEETING - Consider re-scheduling or cancellation of the December 24, 2013 Regular Meeting of the Town Council.**

The Mayor moved to reschedule the meeting for the 24th to Monday the 23rd. Vice Mayor Jewitt seconded the motion. **Motion Passed.**

- 8. ALTERNATE ELECTED DESIGNEE - Consider nomination and approval of an additional, Alternate Elected Designee for purposes of signing bank drafts and checks on behalf of the Town.**

Town Manager Bruno noted the Town's ordinance for check signing authorization for the elected representative provides for one primary representative, currently Council Member Kelley, and two alternate representatives. Currently only Council Member Orgeron is an alternate. An additional council member needs to be an alternate to sign.

Council Member Kelley nominated Vice Mayor Jewitt and Council Member Timberlake seconded the motion. The vote was unanimous. **Motion Passed.**

9. **WAIVER OF ATTORNEY-CLIENT PRIVILEGE** - Discussion and consideration of waiver of the attorney-client privilege for two designated attorney-client privileged communications dated 11/19/2013 and 12/02/2013.

The Mayor asked that Items 9 & 10 be tabled to the next meeting.

Council Member Orgeron moved to table Agenda Items 9 and 10 to the next regular meeting. Council Member Timberlake seconded the motion. The vote was unanimous. **Motion Passed.**

10. **REQUEST TO TOWN ATTORNEY** - Discussion and possible action to comply with Mayor Foster's request made directly to the Town Attorney that the Town Attorney provide to him documents and communications with the Town Manager subsequent to the December 5, 2012 decision in the litigation entitled *Brannan, Johnson, Yackley v. Town of Quartzsite*.

11. **SEWER RATES** – Discussion and possible action regarding sewer rates. Presentation by Shawn Farish from the RV park owners and managers association.

The Mayor chose to have this second on the agenda.

Vice Mayor Jewitt related why he asked that this item be removed from the agenda.

Shawn Farish, owner of an RV park, spoke regarding the recent rate structure change as discussed by the Park Owners Association.

Council Member Timberlake asked Shawn Farish some questions regarding her utility bill.

Rondus Bennett, Utilities Accountant and Kevin Murphy, Town Engineer, spoke regarding the past and present sewer rate structure.

The Town Manager spoke regarding the volumetric rate.

Council Member Crooks spoke regarding the rate study and public hearings. She suggested that a work session be held in which the Town Engineer would explain, possibly with a PowerPoint presentation.

Kevin Murphy spoke in response to the Mayor's question: if the RV park owners decrease their sewer services, what will happen? Mr. Murphy stated it was his job to make the system fair, equitable and defensible and cover the cost for the wastewater system.

Vito Austin of Vito's RV Park spoke regarding the consequences of RV Park rate increases.

Council Member Timberlake asked that when Kevin Murphy does the presentation that he address the question as to the consequences of the RV Parks capping off their sewers. Mr. Murphy said he will.

Shawn Farish spoke regarding her belief that even after the work session and everyone understands why this increase is necessary; it does not address the fact that the RV Park owners cannot pay the increased rate. She proposes the redistribution of the burden based on actual data.

Kevin Murphy explained why they used ADEQ's information to establish rates.

Kevin Murphy said one cannot accurately meter sewer flow.

The Town Manager said the next step would be to have a work session to potentially look at options. This may be at the Community Center and be advertised on the radio and so forth.

Dean Taylor spoke regarding his park's having a great deal fewer renters this year.

Bruce Jacobson of the Quail Run RV Park addressed the equitable part of the rates which he believes compares apples to oranges. He suggested that a study be done on RV Parks to determine average usage.

Terry Frausto, property owner and year around resident, spoke regarding her opinion of the fairness of the new sewer rates. She suggests that the Town look in a different direction. A year around Town with industry and growth is what is needed. ADEQ will not let the Town grow until the sewer system is expanded which requires a rate increase.

Norm Simpson, business owner and resident, discussed a work shop that was held on November 19, 2013. He said the Town does not have the ground, employees, or housing to support growth. He suggested supporting and strengthening the existing businesses.

Joyce Snyder, resident since 1980, spoke regarding her opinion that since the Town has been incorporated it has gone steadily downhill. She wants the Town to start working together.

Jenny Mills, RV Park owner and owner of other businesses around Town, spoke regarding the usage at truck stops. She asked about their water and sewer rates and if they pay a fair rate.

Rondus Bennett of the Utility Department explained that the truck stops and restaurants are charged for their sewer service at a higher rate.

Jennifer Jones, lessee at Rice Ranch, spoke regarding the Economist.com rate study and the loan grant package for the wastewater treatment plant expansion.

Town Manager Bruno spoke regarding the old rate structure, and the Economist.com rate study.

Council Member Timberlake moved to schedule a work session; then amended the motion to direct staff to schedule a work session in a timely manner. Vice Mayor Jewitt seconded the amended motion. The vote was unanimous. Motion Passed.

12. OPEN MEETING LAW - Discussion and possible action regarding open meeting law complaints of the Municipal Corp. Board meeting.

The Mayor stated that Item 12 will be first. He said two people filed Open Meeting Law complaints, Shanana Rain GoldenBear and Jennifer Jones.

Shanana Rain GoldenBear stated that she came into Town Hall and wondered where the Municipal Property Corporation Meeting was being held. She was asked by an employee if she was there for the Municipal Property Corporation and Rain replied in the affirmative. Rain was then led behind the locked door into the Town Manager's office.

Jennifer Jones stated she came to Town Hall for the meeting and saw no sign and no agenda for the meeting on the common table.

Town Attorney Susan Goodwin spoke regarding the Open Meeting Law complaints. In an abundance of caution Attorney Goodwin called Mr. Munns, of the Arizona State Attorney General's Office, to find out if there was an open meeting law violation and Mr. Munns said there was not; but, he agreed with Attorney Goodwin that the meeting should be redone.

Town Attorney Goodwin assured the Council that the procedure will be that meetings will be held in Council Chambers in the future, unless otherwise posted as to a specific room that is open to the public.

COMMUNICATIONS:

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

None

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

Vice Mayor Jewitt and Council Member Crooks thanked the Town Attorneys for their \$300.00 donation to the after school program. Council Member Crooks directed staff to send a letter to the law firm with a thank you from all.

15. Reports from the TOWN MANAGER to the Council.

Town Manager Bruno acknowledged and thanked Violet Kiss for her positive comments on the community center.

COMMUNICATIONS FROM CITIZENS

None.

ADJOURNMENT: 1:23 PM Vice Mayor Jewitt moved to adjourn.

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of December 10, 2013, of the Town Council of Quartzsite, Arizona, held on December 10, 2013.

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

DATED this 23rd day of December 2013

Tina M. Abriani, Town Clerk

On behalf of the Common Council

Approved.

Ed Foster, Mayor

MINUTES
TOWN OF QUARTZSITE
SPECIAL MEETING OF THE COMMON COUNCIL
TUESDAY, DECEMBER 17, 2013, 3:00 PM

CALL TO ORDER: 3:00 PM

INVOCATION: None

PLEDGE OF ALLEGIANCE: Vice Mayor Jewitt led the pledge.

ROLL CALL:

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

ABSENT: No one.

STAFF PRESENT: Laura Bruno, Town Manager; Tina Abriani, Town Clerk; Susan Goodwin, Town Attorney, appeared telephonically; Michael Cafiso of the Law Firm of Greenberg, Traurig appeared telephonically.

APPROVAL/AMENDMENT OF AGENDA:

Council Member Orgeron moved to approve the agenda as presented and Vice Mayor Jewitt seconded the motion. The vote was unanimous. **Motion Passed.**

ADMINISTRATIVE ITEMS:

USDA-RUS SEWER LOAN

a. Discussion and possible action regarding reconsideration of:

USDA-RUS SEWER LOAN – Resolution approving the form and authorizing the execution and delivery of a Ground Lease and a Town Lease, approving the execution and delivery by Town of Quartzsite Municipal Property Corporation of such Ground Lease and Town Lease and the government documents (as such term is defined herein), the negotiation of a note to the United States Government, acting through Rural Utilities Service, United States Department of Agriculture; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by such ground lease, town lease and government documents and this resolution.

b. USDA-RUS SEWER LOAN – Consideration and possible adoption of a resolution approving the form and authorizing the execution and delivery of a Ground Lease and a Town Lease, approving the execution and delivery by Town of Quartzsite Municipal Property Corporation of such Ground Lease and

Town Lease and the government documents (as such term is defined herein), the negotiation of a note to the United States Government, acting through Rural Utilities Service, United States Department of Agriculture; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by such ground lease, town lease and government documents and this resolution and declaring an emergency.

Vice Mayor Jewitt stated that he, Council Member Orgeron and Council Member Timberlake took a tour of the sewer treatment plant. He said the current sewer treatment plant is twenty years old. He described the condition of the plant and the need to repair and upgrade. He stated the fastest way to get it done is to invoke the emergency request for the loan.

Town Attorney Goodwin explained Item a., the motion for reconsideration, would need to be approved to put the item back on the table just as it was prior to the original motion at the last meeting before discussing a resolution with an emergency clause.

Vice Mayor Jewitt moved to go to Item a., under section one, reconsideration of the USDA-RUS sewer loan and Council Member Timberlake seconded the motion – to reconsider the action of approval of the USDA loan.

Council Member Scott asked if she should vote on the motion to reconsider even though she was absent at the last meeting. Town Attorney Goodwin said Council Member Scott may vote on the motion to reconsider.

The vote was six ayes and one nay by the Mayor. **Motion Passed.**

Attorney Goodwin explained the second motion is the same agenda item except with the emergency clause.

Vice Mayor Jewitt moved to take a new vote on the USDA-RUS sewer loan and invoke the emergency clause and Council Member Timberlake seconded the motion.

Roll Call Vote: Motion Passed (summary: Yes = 6, No = 1, Abstain = 0).

Yes: Vice Mayor Jewitt, Council Member Kelley, Council Member Crooks, Council Member Orgeron, Council Member Scott, Council Member Timberlake.

No: Mayor Foster.

ADJOURNMENT: 3:12 PM

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of December 17, 2013, of the Town Council of Quartzsite, Arizona, held on December 17, 2013.

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

DATED this 23rd day of December 2013

Tina M. Abriani, Town Clerk

On behalf of the Common Council

Approved:

Ed Foster, Mayor

DRAFT



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Monday, December 23, 2013

- Agenda Item #1-c.** Consider approval of an Intergovernmental Agreement (IGA) between La Paz County and the Town of Quartzsite for on-call building inspections and plan review services.
- Summary:** The Town's Community Development Services/Planning and Zoning Department have recently collaborated with La Paz County's counterparts on several issues and have regular communication. The Intergovernmental Agreement would provide an opportunity to use the County's plan check services and provide a more timely and cost-effective plan check process on an as-needed basis. Available services will include a timely review, approval and inspection process.
- The proposed Intergovernmental Agreement will allow the Town of Quartzsite to align our plan check and inspection services with the county.
- Responsible Person:** Steve Henrichs, Director of Community Development Services
- Attachment:** Intergovernmental Agreement between La Paz County and Town of Quartzsite
- Action Requested:** Motion to approve an Intergovernmental Agreement with La Paz County for Building Inspection and Plan Review services on an as-needed basis, and authorize the Town Manager to execute the contract.

INTERGOVERNMENTAL AGREEMENT

BETWEEN

LA PAZ COUNTY

AND

TOWN OF QUARTZSITE

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") made and entered into this ____ day of _____, 2013, between **LA PAZ COUNTY**, a political subdivision of the State of Arizona (hereinafter "County"), and the **TOWN OF QUARTZSITE**, an Arizona municipal corporation (hereinafter "Town"), collectively the "Parties."

WITNESSETH

WHEREAS, the Town is authorized by A.R.S. §9-101 et seq. and the Town Code of the Town of Quartzsite to perform on call building inspections and plan review services within its corporate limits; and

WHEREAS, the Town has requested that County provide on-call building and plan review inspection services within its corporate limits; and

WHEREAS, the County is charged with the performance of building inspections and plan review services as provided by A.R.S. Title 11, Chapter 6, County Planning and Zoning § 11-861 et seq. and its ordinances within the unincorporated areas of La Paz County; and

WHEREAS, the County has certified personnel able to undertake and complete building inspection and plan review service activities within the Town limits; and

WHEREAS, the Parties have authority to enter into this agreement pursuant to A.R.S. §11-952.

NOW, THEREFORE, BE IT AGREED BY THE PARTIES HERETO as follows:

1. Services. County shall provide on-call building inspection and plan check services to Town within its limits in conformance with the Town Code of the Town of Quartzsite, including the currently adopted and applicable Town building codes. County services will be provided by workers fully capable, competent, and certified and licensed, as required under applicable law, to provide these services.

2. Term. Said services shall be provided by County for a period of three (3) years from the date of execution hereof unless this Agreement is extended by mutual agreement of the Parties. Notwithstanding the foregoing, either Party may terminate this Agreement during its original term or any extension thereof at any time upon giving thirty (30) days prior written notice to the other.

3. Close-Out Timing. County shall present all close out inspection documents on any project to Town within two business days of a final inspection.

4. Compensation. Town shall compensate County for its services rendered hereunder at the hourly rate of \$40.00 with a minimum charge for any service provided of one-half (1/2) hour. The Town shall pay the County for the services provided within thirty (30) days of receipt of County's demand for payment, unless Town disputes any charge. In the event of any dispute, payment will be made to County on any disputed charge within thirty (30) days after final resolution of the disputed charge.

5. Records and Logs. County shall maintain, in conformance with industry standards and to the satisfaction of the Town, logs of all of the County's services provided pursuant to this Agreement and provide copies of same to the Town with any demand for payment.

6. Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. Either Party may cancel this Agreement without penalty or further obligations by either Party if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of a Party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of the other Party to the Agreement in any capacity or a consultant to the other Party of the Agreement with respect to the subject matter of the Agreement.

7. Gratuities. Either Party may, by written notice to the other Party, cancel this Agreement if it is found by a Party that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the other Party or any agent or representative of the Party to any officer, agent or employee of the Party for the purpose of securing this Agreement.

8. Applicable Law; Venue. In the performance of this Agreement, both Parties to the Agreement shall abide by and conform to any and all laws of the United States, the State of Arizona, including, but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

9. Indemnification. Each Party (each, an "Indemnitor") agrees, to the extent permitted by law, to indemnify, defend and hold harmless the other Party (each, an "Indemnitee") for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any Indemnitee may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Indemnitor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

10. Insurance.

10.1 General Insurance Requirements. The Parties mutually agree to provide for their respective financial responsibilities relating to liability arising out of this Agreement through either the purchase of insurance or the provision of a self-funded insurance program.

10.2 Workers' Compensation Insurance. All Parties to the Agreement agree that they are not joint employers for the purpose of workers' compensation coverage. To the extent that employees of one Party performs duties on behalf of another Party under this

Agreement, such employee shall be deemed to be an “employee” of both public agencies while performing such duty pursuant to this Agreement solely for the purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers’ Compensation laws. The primary employer shall be solely liable for any workers’ compensation benefits which may accrue. Each Party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers’ compensation.

11. Amendment. This Agreement may be modified only by a written amendment signed by the Parties.

12. Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

13. Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14. Assignment. None of the Parties may assign or delegate any of its rights hereunder.

15. Waiver. Failure of any Party to exercise any right or option arising out a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

16. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

17. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (C) given to

a recognized and reputable overnight delivery service, to the address set forth below or (D) delivered by facsimile transmission to the number set forth below:

A. Town of Quartzsite:

Notice to: Town of Quartzsite
465 N. Plymouth Ave
P.O. Box 2812
Quartzsite, AZ 85346
Facsimile: (928) 927-4404
Attn: Steve Henrichs, Community Development Director

With copy to: Town Manager
465 N. Plymouth Ave
P.O. Box 2812
Quartzsite, AZ 85346
Facsimile: (928) 927-4404
Attn: Laura Bruno

B. La Paz County:

Notice to: La Paz County Department of Community Development
1112 Joshua Ave., Suite 202
Parker, AZ 85344
Facsimile: (928) 669-5503
Attn: Director

With copy to: La Paz County Board of Supervisors
1108 Joshua Avenue
Parker, AZ 85344
Facsimile: (928) 669-9709
Attn: Clerk

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the Party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (D) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

18. Agreement Subject to Appropriation. The performance by each Party to

this Agreement of its respective obligations under the Agreement is subject to actual availability of funds appropriated by each Party for such purposes. Each Party to the Agreement shall be the sole judge and authority in determining the availability of funds under the Agreement and each Party shall keep the other Party fully informed as to the availability of funds for its obligations. The obligation of each Party to fund any obligation pursuant to the Agreement is a current expense of such Party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Party. If the Council or Governing Board of a Party fails to appropriate money sufficient to meet its obligations as set forth in the Agreement during any immediately succeeding fiscal year, the Agreement shall terminate at the end of the then-current fiscal year and the Parties shall thereafter be relieved of any subsequent obligation under the Agreement.

19. E-verify, Records and Audits. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either Party under the terms of this Agreement. The Parties each retain the legal right to randomly inspect the papers and records of the other Party and the other Parties' subcontractors who work under this Agreement to ensure that the other Party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other Parties. The Parties and their respective subcontractors shall cooperate with the other Parties' random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

20. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, each Party certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this Section, the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If it is determined by a court of competent jurisdiction that a Party submitted a false certification, that the Parties Agreement shall terminate without any further action by the other Party.

21. Miscellaneous.

21.1 Arbitration. Pursuant to Section 12-1518 of the Arizona Revised Statutes, the Parties acknowledge and agree that they will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona Superior Court concerning a controversy arising out of this Agreement if required by Section 12-133 of the Arizona Revised Statutes.

21.2 Authority. Each Party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement, and that the person(s) signing this Agreement on behalf of each Party has(have) been properly authorized and

empowered to do so.

21.3 Entire Agreement. This Agreement sets forth the entire agreement between the Parties hereto in connection with the subject matter hereof and supersedes all previous understandings, communications, arrangements and discussions, whether oral or written, with respect to the subject matter hereof.

21.4 Headings. The division of this Agreement into paragraphs and the use of headings are for convenience of reference only and shall not modify or affect the interpretation or construction of this Agreement or any of its provisions.

21.5 Incorporation of recitals and attachments. The recitals set forth at the beginning of this Agreement and the attachments hereto are hereby incorporated into Agreement.

21.6 Non-Discrimination. The Parties agree to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and is hereby incorporated into this Agreement as if set forth in full herein. During the performance of this Agreement, the Parties shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

21.7 Relationship of Parties. This Agreement shall not be construed in such a manner as to establish a partnership, joint venture, express or implied agency or employer-employee relationship between the Parties and/or the employees of any Party. No Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of any other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

21.8 Responsibility. Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts of omissions by its officers, agents or employees acting in the course or scope of their employment while performing duties undertaken pursuant to this Agreement.

21.9 Rights /Obligations of Parties Only. The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third Party beneficiary or other person, agency or organization. Nothing expressed herein shall affect the legal liability of any Party to this Agreement by imposing any standard of care different from the standard of care imposed by law.

21.10. Survival of terms. Those provisions of this Agreement that, by their nature, are intended to survive any expiration or termination of this Agreement shall so survive.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

“County”

“Town”

LA PAZ COUNTY, a political subdivision of the State of Arizona

TOWN OF QUARTZSITE, an Arizona municipal corporation

By: _____
DL Wilson
Its: Chairman, La Paz County Board of Supervisors
Date: _____

By: _____
Its: _____
Date: _____

ATTEST:

By: _____
Donna J. Hale
Its: _____
Clerk, La Paz County Board of Supervisors

By: _____
Its: _____

In accordance with the requirements of A.R.S. § 11-952, the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

County Attorney

Attorney for the Town

By: _____
Tony Rogers
Its: Deputy, La Paz County Attorney
Date: _____

By: _____
Curtis, Goodman, Sullivan, Udall and Schwab
Its: Town Attorney
Date: _____



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Monday, December 23, 2013

Agenda Item #1-d. Consider approval of a purchase contract under the Arizona State Contract No. ADPS013-036880 for 10 dash mounted 700 MHz dual-band police radios, including installation.

Summary: The County-wide dispatch system for La Paz County is moving to "Project 25" system, which provides a series of stronger, dual-band frequencies. Doing so will provide higher-grade transmissions and better access to surrounding agencies providing mutual aid. The switchover is scheduled for January 1, 2014.

The attached quotation from Motorola/Creative Communications provides for the purchase and installation of 10 dash mount 700 MHz dual band police radios under the Arizona State Contract No. ADPS013-036880. The quoted price includes installation.

The total price quoted is \$21,376.29. In addition, the department will separately purchase mounts for a total price of \$242.22. Funding for this purchase is supported with existing local forfeiture funds, which are restricted to law enforcement purposes, in the amount of \$20,000. The remainder will be funded under the department's general budget.

The Town's Cooperative Purchasing Code provides that purchases may be made without a formal bidding process whenever other governmental units have done so for the same item if a separate bidding process is not likely to result in a lower price for such items.

Responsible Person: Laura Bruno, Town Manager

Attachment: Quote from Motorola/Creative Communications.

Action Requested: Motion to approve a cooperative purchase contract with Motorola/Creative Communications for the purchase of 10 dash mounted 700 MHz dual-band police radios, and authorize the Town Manager to execute the agreement.



1303 E. Algonquin Rd.

Date: Dec. 16, 2013

Schaumburg, IL 60196

Prepared By:
Motorola Account Manager:

Deedee Wight 928-606-8380

Customer #:

PREPARED FOR : Hilario Tanakeyowma	Bill To Quartzsite Police Dept	Ship to Quartzsite Police Dept
COMPANY : Quartzsite Police Department	Address: 305 Plymouth Ave	Address: 305 Plymouth Ave
Email: htanakeyowma@ci.quartzsite.az.us	Parker, AZ 85346	Quartzsite, AZ 85346
FAX:		

Equipment Details and Pricing

<u>Qty.</u>	<u>Model</u>	<u>Description</u>	<u>List Price</u>	<u>Disc. Price</u>	<u>Total Price</u>
10	M21URM9PW1AN	XTL2500	\$ 4,117.00	\$ 1,729.14	\$ 17,291.40
	G193AB	ADD: ADP SOFTWARE ENCRYPTION	\$	-	\$ -
	G806BD	ADD: XTL SOFTWARE ASTRO DIGITAL CAI OPERATION	\$	-	\$ -
	G175AA	ADD: ANTENNA 3DB ELEVATED FEED 764-800MHZ	\$	-	\$ -
	G51AR	ENH: SOFTWARE SMARTZONE/SINGLZONE	\$	-	\$ -
	G66AR	ADD: DASH MOUNT	\$	-	\$ -
	W22AR	ADD: PALM MIC	\$	-	\$ -
	G444AA	ADD: CONTROL HEAD SOFTWARE	\$	-	\$ -
	G442AA	ADD: XTL CONTROL HEAD	\$	-	\$ -
	B18CL	ADD: AUX SPEAKER SPECTRA 7.5 WATT	\$		\$
	G114AE	ENH: ENHANCED DIGITAL ID DISPLAY	\$		\$
	G361AE	ENH: ASTRO PROJECT 25 TRUNKING SOFTWARE			
10	SVC03SVC0124D	INSTALL AT CUSTOMER LOCATION FOR 10 EA DASH MOUNT TRAVEL INCL IN PRICE. INSTALL 10 VEHIC AT 1.5 HRS PER VEHICILE	\$ 2,338.46	\$ 2,338.46	\$ 2,338.46

Subtotal \$ 19,629.86

Pricing based on AZ State Contract ADPS013-036880
Estimated taxes on the 10.10% Quartzsite rate

Subtotal	\$ 19,629.86
Estmained Tax 10.10% %	\$1,746.43
Shipping	n/a

QUOTE PAGE TOTAL \$21,376.29

Thank you for your consideration of Motorola products and solutions!



QUARTZSITE POLICE DEPARTMENT

Post Office Box 2812 | 305 North Plymouth Avenue

Quartzsite, Arizona 85346 – 2812

Phone (928) 927-4644 | Fax (928) 927-5252

qpd@ci.quartzsite.az.us

December 18, 2013

To: X. Frausto; Chief of Police

From: H. Tanakeyowma; Police Officer

Re: Police Radio's

Sir,

Since you have detailed me to inquire and price about the 700mhz. dual band radio system, I have been able to obtain an-affordable and adequate equipment for the department. Creative Communications have come through with a reasonable and performable mobile radio. The XTL2500 radio is the radio of choice for the department until we can obtain the proper funding for a newer style radio. I was also able to get pricing for installation to take place within the Town limits to prevent the department loss of vehicles. The quoted price is \$21,376.29 for) radios including installation and taxes. I have attached this quote as well as an email indicating the price of the mounts for the Jotto console system we currently use. The price was not placed for the mount due to the state contact system cost would be \$33, but we were able to get at a reduced price at \$22, total of \$242.22 including tax. Total price cost is \$21,618.29 for purchase.

We currently have an estimated seven vehicles that would be outfitted with said radios. Leaving us with 3 radios for future purchases, are currently working on a GOHS vehicle grant before January not including the new grant funding in February.

I am requesting a check be written for the purchase since we need to have them purchased before the end of the year, in order for us to get this pricing.

Additionally on December 19, 2014 Yuma County Board of supervisors will meet to allow transfer of radio to the Quartzsite Police Department. I was able to get 10 radios for now until we can find grant funding for additional radios and chargers. This will be at no cost to the department for the portables, only cost is service fee YCSO is charging for all radios for use of the system. We should be fully outfitted and operational with radios by the end of the year or beginning of the year, depending on programming by YCSO.

If you have any questions about this purchase feel free to contact me.

Hilario Tanakeyowma

A handwritten signature in black ink, appearing to be "Hilario Tanakeyowma", written over a horizontal line.



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Monday, December 23, 2013

Agenda Item #2 Discuss Police Chief recruitment process and consider approval of a proposed annual salary range for the position of Quartzsite Police Chief.

Summary: The Town will begin recruiting for the position of Police Chief. The recruitment will be conducted both on a state and national level. To begin the process, it is necessary to establish an approved salary range for the position.

This agenda item includes an updated excerpt from the 2013 Salary Survey conducted by the League of Arizona Cities and Towns, which displays comparative salary information for key positions (including Police Chief) within the size and scope of Quartzsite.

To recruit qualified applicants for the position of Police Chief for the Town of Quartzsite, the salary must be both competitive as well as enticing. The compensation package will include an annual salary plus a benefit package offered to all employees (which includes a 401k defined contribution retirement plan; health and welfare benefits; vacation; and sick leave). The last Police Chief received an annual salary of \$86,986 plus a comprehensive benefit package.

Staff recommends an annual salary range of \$60,000 to \$90,000 which will provide recruiting incentive to come to Quartzsite; plus the ability to negotiate a starting salary commensurate with the final candidate's qualifications.

Responsible Person: Laura Bruno, Town Manager

Attachment:

1. Extract from the updated 2013 Salary Survey from the League of Arizona Cities and Towns.
2. Job Description: Police Chief
3. Job Flyer: Police Chief

Action Requested: Motion to approve a proposed annual salary range to recruit for the position of Quartzsite Police Chief.

2013 Salary Survey
 League Arizona
 Cities and Towns

Salaries (excluding benefits) as of October 1, 2012

2010 Census	City/Town	Mayor	Council	City/Town Manager	City/Town Clerk	Police Chief	Magistrate ***
4885	Eagar	4,800	1,200	85,000	57,304	64,932	County Pays
4865	Thatcher	6,600	5,400	100,000	62,281 (45180-63838)	77,503 (60546-85500)	13,656 16 hrs/wk
4821	Colorado City	9,000	900	61,200	45,780	56,400	County Pays
4282	Pinetop-Lakeside	5,700	3,000	115,676	55,481	83,728	17,860 3 days/wk
4112	Taylor	4,800	2,400	85,000	42,000		
4097	Clarkdale	4,560	2,280	82,430 Contract	31,523	67,998	18,375 1day/wk
3894	Dewey-Humboldt	0	0	70,000	52,517	Contract	24,588 PT
3757	Willcox	4,800	2,400	95,000 Contract	38,778 (38778-54600)	71,972 (47154-71972)	26,611 PT
3577	Quartzsite *	4,800	3,600	87,380 Contract	53,535 (37896-76420)	86,938 Contract	87,400 3.5 days/wk
3480	St. Johns	0	0	59,159	45,864 (45850-58570)	52,236 (52200-66700)	12,582 PT
3363	Carefree	0	0	(91000-95500)	(70000-85700)		36,000 1 day/wk
3311	Clifton	3,600	2,400	71,392	51,024	51,024	15,600 2 days/wk
3083	Parker	8,000	2,700	108,334	63,560	95,291	20,745 5 half days/wk
3023	Williams	6,000	4,800	90,000 (85000-95000)	60,000 (50000-65000)	101,150 (82000-105000)	negotiating
2882	Wellton	4,200	3,000	77,479	Manager	59,251	21,000 PT 5 days/wk
2837	Superior **	3,000	7,200	62,130	Manager	79,997	16,236 PT
2387	Pima	600	600	47,500	27,500	41,500	12,000 2 days/mo
2310	Star Valley **	4,800	2,400	115,000	34,000		County Pays
3615	Average	4,070	2,460	82,980	47,413	70,783	N/A
3579	Median			85,000	45,780	69,985	N/A

2010 Census	City/Town	Public Works Director	Community Development Director (P&Z)	Water Superintendent	Account Clerk
4885	Eagar	Comm Dev Dir	54,276 Contract	Comm Dev Dir	27,310
4865	Thatcher		94,318 (66752-94318)		42,561 (24766-30122)
4821	Colorado City	18000 PT		38,076	27,300 (39028-55146)
4282	Pinetop-Lakeside	67,627	72,893		
4112	Taylor	48,000		39,000	21,000 PT
4097	Clarkdale	31,604	73,476	60,570	
3894	Dewey-Humboldt	47,143	44,411		
3757	Willcox	66,350 (47154-71972)		44,926 (36940-52020)	25,313 (22692-35880)
3577	Quartzsite *	73,867 (41912-85139)	42,307 (37896-75414)	67,726 (50118-81224)	27,280 (18699-44200)
3480	St. Johns	(46300-59200)	(32895-42016)	(34160-44117)	30,440 (26300-33560)
3363	Carefree	(50000-60000)			
3311	Clifton	51,024			25,990
3083	Parker	70,000	66,248	37,865	36,828
3023	Williams			52,700	32,240 (26936-40352)
2882	Wellton	44,000			28,300
2837	Superior **	46,072			34,278
2387	Pima	40,830			
2310	Star Valley **				
3615	Average	53,287	63,990	46,660	29,821
3579	Median	48,000	66,248	44,522	27,805

* Updated to 2013 Survey

** Star Valley and Superior figures are from the prior year salary survey

*** Updated to March 2013

**TOWN OF QUARTZSITE
JOB DESCRIPTION**

Position Title:	Police Chief
Department:	Public Safety Services
Supervision Exercised:	Supervises full-time, part-time or volunteers (reserves)
Overtime Status:	Unclassified, Exempt
Pay Range:	TBD
OPENING DATE: Immediate	CLOSING DATE: Open Until Filled

JOB SUMMARY:

Under the general direction of the Town Manager and policy direction of the Town Council, this position is responsible for the management, supervision, planning, directing and reviewing of the work of Police Department personnel and technical police work; responsible for decision-making, independent judgment in interpreting rules and regulations, and applying State law and Town ordinances; Coordinating assigned responsibilities with outside agencies; and providing highly responsible, complex and administrative support to the Town. This position is appointed by the Town Manager with the concurrence of the Town Council.

ESSENTIAL DUTIES AND FUNCTIONS:

Administration. Plan, organize and direct the program and activities of the police department; supervise directly, or through subordinate supervisors, a staff of law enforcement and clerical employees; coordinate activities to ensure work performed meets the needs and standards of the department and the Town.

Supervision. Select, train, motivate, and evaluate personnel; establish and monitor employee performance objectives and reviews; direct the training and development programs of subordinate personnel; work with employees to correct deficiencies; oversee internal investigations as appropriate and provide corrective action as needed.

Law Enforcement. Advise and assist subordinates in highly complex criminal or other investigations; assume direct command of forces in emergency situations or major law enforcement operations; cooperate with county, state and federal officers in the apprehension and detention of wanted persons and with other departments when activities of the police department are involved; direct the investigation of and respond to major citizen complaints; consult with other public safety officials at the national, state and local levels in determining overall plans and policies to be followed in conducting police operations.

Policies and Procedures. Consult with Town officials in the development of overall policies and procedures to govern the activities of the department; support the department's and the Town's policies, goals and objectives, and work with Town management and staff to achieve such goals.

TOWN OF QUARTZSITE JOB DESCRIPTION

Public Relations. Establish effective community, business and neighborhood relationships; attend and participate in public functions for the purpose of promoting crime prevention and law enforcement.

Coordination. Coordinate law enforcement activities with the activities of other Town departments.

Budget. Direct and participate in the preparation of the annual operating budget for the department, and in the control and expenditure of appropriations.

DESIRED MINIMUM QUALIFICATIONS:

Graduation from an accredited college or university with a Bachelor's degree in law enforcement, criminology, criminal justice, public administration or a closely-related field; and a minimum of five years of experience as a police officer, including three years of supervisory experience. An equivalent combination of education, training, and experience may be acceptable. Graduate of FBI national academy or equivalent is preferred.

SPECIAL REQUIREMENTS:

Possession of, or ability to obtain, Arizona Peace Officer Standards and Training (POST) certification; possession of, or ability to obtain, State of Arizona Driver's license; clear criminal record.

Residence in the Town at the time of appointment as Police Chief shall not be required as a condition for appointment, but within sixty (60) days after reporting for work the Police Chief must become a resident of the Town unless the council approves residence outside the Town.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES:

Considerable knowledge of modern law enforcement management principles and practices; police department policies and procedures; Town, county, state and Federal laws, regulations and ordinances; Arizona criminal justice and court systems, procedures and protocols; law enforcement methods, practices, and procedures including: case laws governing arrest, rules of evidence, probable cause, and search and seizure; strategy and tactics for management and deployment of personnel and equipment in complex tactical and emergency situations.

Skill in effectively supervising, leading and delegating tasks and authority; analyzing complex law enforcement and security issues, and developing solutions; assuming command level responsibilities and making appropriate decisions, while assuring compliance with police department goals and objectives; interpreting laws and regulations, making independent decisions, maintaining composure, and working effectively under stressful

**TOWN OF QUARTZSITE
JOB DESCRIPTION**

conditions and emergency situations; directing work and holding staff accountable for successful outcomes.

TOOLS AND EQUIPMENT USED:

Personal computer; motor vehicle; telephone; mobile radio; calculator; copy machine; and fax machine.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee typically is required to sit, stand, walk, use hands to finger, handle, feel or operate objects, tools, or controls; reach with hands or arms; talk; hear; see; and repetitive motions. The employee is occasionally required to climb or balance, stoop, kneel, crouch or crawl, and smell.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

The noise level in the work environment is usually quiet to moderate, but may be subjected to intense noises, travel, and deadly weapons. There are occasional stressful situations involving members of the public who are angry or upset.

SELECTION CRITERIA:

Applicants whose experience and training are most closely suited to the needs of the Town may be selected for further testing/interviews. Criteria will be based on job-related knowledge, skills, and abilities.

The Town of Quartzsite is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, disability, age, gender, sexual orientation, or national origin.

In accordance with the Americans with Disabilities Act (ADA and Section 504), the Town of Quartzsite does not discriminate on the basis of disability in the admission or access to, treatment, or employment in its programs, activities, or services.

The Town of Quartzsite supports a drug free workplace.

The Town of Quartzsite must verify the right to work in the United States of every individual hired.

December 1, 2013

Police Chief
Town of Quartzsite, AZ

The Town of Quartzsite, home to 3,770 annual residents, is located 18 miles east of the Colorado River, on I-10. Situated within the Sonoran Desert, which holds its own mystique, the surrounding mountains add to the overall appeal, creating a scenic environment that is known for pristine desert views and glorious sunsets. Quartzsite is the destination of choice for literally millions of adventure seekers, as well as the vendors who bring a vast array of treasures from all over the world to sell.

The Town of Quartzsite is seeking a Police Chief. This position provides leadership and management to the police department, and is responsible for decision-making, independent judgment in interpreting rules and regulations, and applying State law and Town ordinances. Duties and responsibilities include providing direction and supervision for Police Department personnel; ensuring effective administration and enforcement of law enforcement activities; and establishing effective community relations. This position is appointed by the Town Manager with the concurrence of a seven-member Town Council in a Council/Manager form of government.

Email cover letter and résumé by COB January to recruitment@ci.quartzsite.az.us.



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Monday, December 23, 2013

Agenda Item #3 Discussion and consideration of waiver of the attorney-client privilege for two designated attorney-client privileged communications dated 11/19/13 and 12/2/13.

Summary: The Council has received the following two communications from the Town Attorneys' office:

1. *Brannan, Johnson, Yackley v. Quartzsite* (Memorandum dated 11/19/13)
2. Summary of Litigation entitled *Brannan, Yackley and Johnson v. Town of Quartzsite* – Document Request of Mayor Foster (Memorandum dated 12/2/13)

Council Member Crooks has requested that the Council consider waiving the attorney-client privilege for these two communications in order to make them available to the public. The Town Attorneys have no concern if the Council waives the attorney-client privilege for these two specific items only.

Responsible Person: Norma Crooks, Council Member

Attachment: None

Action Requested: Motion to approve waiver of the attorney-client privilege for two communications from the Town Attorneys' office concerning: 1) *Brannan, Johnson, Yackley v. Quartzsite* (Memorandum dated 11/19/13) and 2) Summary of Litigation entitled *Brannan, Yackley and Johnson v. Town of Quartzsite* – Document Request of Mayor Foster (Memorandum dated 12/2/13).



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Monday, December 23, 2013

Agenda Item #4 Discussion and possible action to comply with Mayor Foster's request made directly to the Town Attorney that the Town Attorney provide to him documents and communications with the Town Manager subsequent to the December 5, 2012 decision in the litigation entitled *Brannan, Johnson, Yackley v. Town of Quartzsite*.

Summary: The Mayor has requested the Town Attorney provide him with documents and communications with the Town Manager subsequent to the December 5, 2012 decision in the litigation entitled *Brannan, Johnson, Yackley v. Town of Quartzsite*, including but not limited to attorney-client privileged communications between the Town Attorney's office and the Town Manager.

Responsible Person: Ed Foster, Mayor

Attachment: None.

Action Requested: Discussion and possible action regarding the Mayor's request.