

**COUNCIL MEETING AGENDA
TUESDAY, JANUARY 28, 2014
AMENDED**

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.
	PRESENTATIONS; PROCLAMATIONS	
9:07 – 9:10	1. PROCLAMATION – Arizona Adult Literacy Week, February 9–15, 2014.	

9:10 – 9:25	2.	QUARTZSITE TROLLEY – Update and status report on the Quartzsite Trolley.	
9:25 – 9:30		<p>CONSENT AGENDA</p> <p><i>All items listed below are considered consent calendar items and may be approved by a single motion unless removed at the request of Council for further discussion/action. Other items on the agenda may be added to the consent calendar and approved under a single motion.</i></p>	
	3-a.	LEDGER OF ACCOUNTS PAID – Consider approval of check series 36786 - 36856, totaling \$228,427.96.	Discussion; possible action by MOTION; may be acted upon with single motion.
	3-b.	MINUTES – Consider approval of the minutes of the Regular Meeting of January 14, 2014.	Discussion; possible action by MOTION; may be acted upon with single motion.
	3-c.	INTERGOVERNMENTAL AGREEMENT – Consider approval of an Intergovernmental Agreement (IGA) with the State of Arizona Department of Transportation (ADOT) for a Management Inventory System project for the Town’s regulatory and cautionary signs.	Discussion; possible action by MOTION; may be acted upon with single motion.
		<p>ADMINISTRATIVE ITEMS</p> <p><i>Administrative items are for Council discussion and action. It is at the discretion of the majority of the Council regarding public input requests on any Administrative Item. Persons wishing to speak on an Administrative Item should complete a Request to Speak Form and indicate the Item they wish to address. Council may or may not accept public comment.</i></p>	

9:30 – 9:40	4.	<p>PARK, RECREATION FACILITIES & CEMETERY CODE AMENDMENTS</p> <p>An ordinance declaring the document entitled “Park, Recreation Facilities & Cemetery Code Amendments, January 28, 2014” as a public record; adopting the “Park, Recreation Facilities & Cemetery Code Amendments, January 28, 2014” by reference; amending the Town Code of the Town of Quartzsite Arizona, Chapter 11, <u>Offenses</u>, by repealing and adopting new Chapter 21 <u>Park, Recreation Facilities & Cemetery</u>, relating to the Use, Reservation of, and Rules for Town Facilities; providing for severability; and providing penalties.</p>	Discussion; possible action by MOTION.
9:40 – 9:45	5.	<p>HI JOLLY CEMETERY BOARD - Consider the reappointment of one regular member to the Hi Jolly Cemetery Board with a term ending November 2016.</p>	Discussion; possible action by MOTION.
9:45 – 9:50	6.	<p>HI JOLLY CEMETERY BOARD - Consider the appointment of one regular member to the Hi Jolly Cemetery Board with a term ending December 2015.</p>	Discussion; possible action by MOTION.
9:50 – 10:50	7.	<p>EXECUTIVE SESSION</p> <ul style="list-style-type: none"> • Executive session pursuant to A.R.S. Section 38-431.03(A)(2) for discussion or consideration of records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained as confidential by state or federal law relating to (1) the acquisition of insurance coverage for Quartzsite and (2) attorney-client communications. • An executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consideration of applicants, William DiLibero, Skylor Miller, Enrique Ochoa, Robert Wherry, and Thomas Wilson for possible employment as town manager, including review of reference checks to establish a final list of candidates to interview. 	

		<ul style="list-style-type: none"> • Executive session pursuant to A.R.S. Section 38-431.03(A)(4) for discussion or consultation with the attorneys for the Town in order to consider its position and instruct its attorneys regarding Quartzsite’s position in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation for Linda Conley; Heriberto Dominguez and Yoami Dominguez; Stephen Frakes; James C. Kemp and Reyna Kemp; Michelle Norris; William Ponce; and Herlen Yeomans and Eloina Yeomans v. Town of Quartzsite, et al. • Executive session pursuant to A.R.S. Section 38-431.03(A)(4) for discussion or consultation with the attorneys for the Town in order to consider its position and instruct its attorneys regarding Quartzsite’s position in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation for Town of Parker and Town of Quartzsite v. La Paz County, et al. • Executive session pursuant to A.R.S. Section 38-431.03(A)(4) for discussion or consultation with the attorneys for the Town in order to consider its position and instruct its attorneys regarding Quartzsite’s position in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation with La Paz County regarding outstanding public records requests. • Executive session pursuant to A.R.S. Section 38-431.03(A)(4) for discussion or consultation with the attorneys for the Town in order to consider its position and instruct its attorneys regarding the Town of Quartzsite’s position in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation in connection with a notice of claim from Jennifer Jones. 	
		RETURN TO OPEN SESSION	
		COMMUNICATIONS	
10:50– 10:55	8.	Announcements and Reports from the MAYOR on current events.	

10:55 – 11:00	9.	Announcements and Reports from the COUNCIL on current events.	
11:00 - 11:05	10.	Reports from the TOWN MANAGER to the Council.	
11:05 - 11:20		<p>COMMUNICATIONS FROM CITIZENS</p> <p><i>At this time, members of the public may comment on matters within the jurisdiction of the Town but not on the agenda. For the official record, individuals must state their name. There is a 3 minute limit for each speaker. The Council's response is limited to responding to criticism, asking staff to review a matter commented upon, or asking that a matter be put on a future agenda.</i></p>	
11:20		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 _____, 2014, 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

**COMMON COUNCIL
A PROCLAMATION**

**ARIZONA ADULT LITERACY WEEK
FEBRUARY 9 – 15, 2014**

WHEREAS, Adult Literacy Week is an annual, statewide event celebrating adult literacy and lifelong learning in Arizona communities; and

WHEREAS, the purpose of Adult Literacy Week is to increase awareness of the importance of adult literacy and its bottom-line impact on Arizona's quality of life and economic recovery through creating an educated citizenry; and

WHEREAS, approximately twenty percent of Arizona's adults experience literacy issues that impact severely on the lives and families, their ability to work productively, and their full participation as citizens and residents of our community; and

WHEREAS, the need for a highly literate citizenry is growing rapidly as Arizona moves toward an ever increasing technological future; and

WHEREAS, a literate workforce is essential to Quartzsite's future and the potential of our economic development; and

WHEREAS, parents are their children's first teachers, preparing their children to learn and succeed in school and in their community; and

WHEREAS, Arizona Adult Literacy Week will encourage and promote literacy and lifelong learning across our great state;

NOW, THEREFORE, the COMMON COUNCIL of the Town of Quartzsite, La Paz County, Arizona, does hereby take great pleasure in proclaiming February 9 – 15, 2014 as **ARIZONA ADULT LITERACY WEEK** in Quartzsite, Arizona, and calls upon the people of the Town of Quartzsite to observe this week and support this year's theme, "***I'm in Love with Learning.***"

Given under my hand in these free United States in the Town of Quartzsite, Arizona, on the 28th day of January in the year Two Thousand and Fourteen; and to which I have caused the Seal of the Town of Quartzsite to be affixed and have made this proclamation public.

Ed Foster, Mayor

ATTEST:

Tina M. Abriani, Town Clerk



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, January 28, 2014

Agenda Item #3-a. Consider approval of check series 36786 - 36856, totaling \$228,427.96.

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 36786 - 36856.

Action Requested: **Motion to approve the Ledger of Accounts Paid; Check series 36786 - 36856.**

**Quartzsite Town Council Meeting of
JANUARY 28, 2014
Check Register/ Revenue/ Consent Agenda**

Horizon Community Bank- Begin Ck# 36786 - 36856

Balances on all cash accounts as of January 23, 2014

Checking Account	\$	2,003,146.53
LGIP Account	\$	686,505.95
WIFA Debt Reserve Account	\$	185,156.46

Total Expensed Dollar Amount for Consent Agenda	\$	298,228.63
Total Payroll for Pay Period Ending 01/04/13	\$	69,800.67
YTD Total Revenue Dollar Amount for Consent Agenda	\$	776,602.42
YTD Total Sewer Sales Revenue as of 01/23/14	\$	424,156.50
YTD Total Sewer Cap Revenue as of 01/23/14	\$	3,252.72
YTD Total Water Sales Revenue as of 01/23/14	\$	344,623.76
YTD Total Water Cap Revenue as of 01/23/14	\$	4,569.44

Report Criteria:

Report type: GL detail

Check, Check Number = 36786-36856

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
36786						
01/16/2014	36786	Alsco - Steiner Corp	396.07	Cleaning Services for PW Dept	03-220-5022	396.07
Total 36786:			396.07			
36787						
01/16/2014	36787	Arizona State Treasurer	8,610.98	Fees Collected in December 2013	01-000-2212	8,610.98
Total 36787:			8,610.98			
36788						
01/16/2014	36788	Auto Safety House	4,519.56	Utility Vehicle Beds	15-500-5061	4,519.56
01/16/2014	36788	Auto Safety House	4,519.56	Utility Vehicle Beds	16-550-5061	4,519.56
Total 36788:			9,039.12			
36789						
01/16/2014	36789	Berry & Branch PLLC	3,606.20	Professional Svcs Nov & Dec 201	01-120-5072	3,606.20
Total 36789:			3,606.20			
36790						
01/16/2014	36790	C&D Disposal	103.90	4Yd Commercial Bin Fee	01-180-5035	103.90
Total 36790:			103.90			
36791						
01/16/2014	36791	Connected Computer & Re	536.88	Computer Tech Services	01-130-5035	536.88
01/16/2014	36791	Connected Computer & Re	234.99	3 Yr Subscription Anti virus	01-130-5051	234.99
01/16/2014	36791	Connected Computer & Re	122.50	Computer Tech Services	01-140-5035	122.50
01/16/2014	36791	Connected Computer & Re	170.00	Tech Services for Phone Cables/	01-140-5048	170.00
01/16/2014	36791	Connected Computer & Re	234.98	3 Yr Subscription Anti virus	01-140-5051	234.98
01/16/2014	36791	Connected Computer & Re	1,153.12	Computer Tech Services	01-170-5035	1,153.12
01/16/2014	36791	Connected Computer & Re	234.98	3 Yr Subscription Anti virus	01-170-5051	234.98
01/16/2014	36791	Connected Computer & Re	234.98	3 Yr Subscription Anti virus	01-185-5051	234.98
01/16/2014	36791	Connected Computer & Re	42.50	Computer Tech Services	03-220-5035	42.50
01/16/2014	36791	Connected Computer & Re	234.98	3 Yr Subscription Anti virus	03-220-5051	234.98
01/16/2014	36791	Connected Computer & Re	234.99	3 Yr Subscription Anti virus	15-500-5051	234.99
01/16/2014	36791	Connected Computer & Re	234.99	3 Yr Subscription Anti virus	16-550-5051	234.99
01/16/2014	36791	Connected Computer & Re	122.50	Computer Tech Services	01-150-5035	122.50
Total 36791:			3,792.39			
36792						
01/16/2014	36792	Curtis, Goodwin, Sullivan,	8,153.82	General Council Services Dec 20	01-120-5072	8,153.82
01/16/2014	36792	Curtis, Goodwin, Sullivan,	1,006.50	General Council Services Dec 20	15-500-5032	1,006.50
01/16/2014	36792	Curtis, Goodwin, Sullivan,	9,478.00	Special Council Services Dec 201	01-120-5072	9,478.00
01/16/2014	36792	Curtis, Goodwin, Sullivan,	7,472.16	Special Council Services Dec 201	15-500-5032	7,472.16
Total 36792:			26,110.48			

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
36793						
01/16/2014	36793	Empire Southwest	1,413.41	Equipment Repair	03-220-5025	1,413.41
Total 36793:			1,413.41			
36794						
01/16/2014	36794	GovDeals, Inc.	75.75	Auction Fee: Chipper	01-180-5035	75.75
01/16/2014	36794	GovDeals, Inc.	57.15	Auction Fee: Vehicles	01-140-5035	57.15
Total 36794:			132.90			
36795						
01/16/2014	36795	H&E Equipment Services, I	475.97	Parts for Sweeper	03-220-5025	475.97
Total 36795:			475.97			
36796						
01/16/2014	36796	Heinfeld, Meech & Co., P.	4,016.53	FY14 Management Services	15-500-5035	4,016.53
01/16/2014	36796	Heinfeld, Meech & Co., P.	4,016.53	FY14 Management Services	16-550-5035	4,016.53
Total 36796:			8,033.06			
36797						
01/16/2014	36797	J & S Electric, LLC	1,569.50	Lighting Retro-Fit at QPD	01-140-5030	1,569.50
01/16/2014	36797	J & S Electric, LLC	1,387.11	Lighting Retro-Fit at Town Hall	01-130-5030	1,387.11
01/16/2014	36797	J & S Electric, LLC	1,387.11	Lighting Retro-Fit at Town Hall	01-150-5030	1,387.11
01/16/2014	36797	J & S Electric, LLC	1,387.10	Lighting Retro-Fit at Town Hall	01-170-5030	1,387.10
01/16/2014	36797	J & S Electric, LLC	1,387.11	Lighting Retro-Fit at Town Hall	15-500-5030	1,387.11
01/16/2014	36797	J & S Electric, LLC	1,387.11	Lighting Retro-Fit at Town Hall	16-550-5030	1,387.11
Total 36797:			8,505.04			
36798						
01/16/2014	36798	La Paz County Sheriff's De	35.00	Fees Collected in December 2013	01-000-2212	35.00
Total 36798:			35.00			
36799						
01/16/2014	36799	La Paz County Treasurer	50.57	Fees Collected in : December 201	01-000-2212	50.57
Total 36799:			50.57			
36800						
01/16/2014	36800	Law Office Of Fred H. Welc	1,102.50	Indigent Defense Attorney Fees	01-150-5074	1,102.50
Total 36800:			1,102.50			
36801						
01/16/2014	36801	Palo Verde Valley Times	23.41	Ad for Water/WW Maintenance W	15-500-5033	23.41
01/16/2014	36801	Palo Verde Valley Times	23.40	Ad for Water/WW Maintenance W	16-550-5033	23.40
Total 36801:			46.81			
36802						
01/16/2014	36802	Paul Julien	104.65	Pro Tem Judge-Travel 1/8/14	01-150-5032	104.65

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
Total 36802:			104.65			
36803						
01/16/2014	36803	Petty Cash	30.88	Postage	01-130-5042	30.88
01/16/2014	36803	Petty Cash	103.16	Candy, Bags & Stuff for Santa Ba	01-140-5022	103.16
01/16/2014	36803	Petty Cash	51.12	Bldg Supplies for QPD	01-140-5030	51.12
01/16/2014	36803	Petty Cash	23.20	Drug Test for Vendor Clerk	01-160-5032	23.20
01/16/2014	36803	Petty Cash	6.59	Postage	01-160-5042	6.59
01/16/2014	36803	Petty Cash	25.50	Water & Candy for Council Mtg	01-110-5022	25.50
01/16/2014	36803	Petty Cash	15.45	Water & Supplies for PW Dept	03-220-5053	15.45
01/16/2014	36803	Petty Cash	22.60	Postage	01-185-5042	22.60
01/16/2014	36803	Petty Cash	5.20	Postage	01-230-5042	5.20
Total 36803:			283.70			
36804						
01/16/2014	36804	Purcell Tire Co	607.00	Tires for Transit Bus #2305	01-230-5025	607.00
Total 36804:			607.00			
36805						
01/16/2014	36805	REDW LLC	9,658.90	Sales Tax Audit Svcs 9/18/13-12/	01-130-5032	9,658.90
01/16/2014	36805	REDW LLC	225.00	Consulting Svcs: Business Licens	01-160-5032	225.00
Total 36805:			9,883.90			
36806						
01/16/2014	36806	River City Newspapers	305.51	2 Week Ad-Ordinance No 13-05	01-130-5022	305.51
Total 36806:			305.51			
36807						
01/16/2014	36807	Rural Water Association of	330.20	Annual Membership Fee	16-550-5051	330.20
Total 36807:			330.20			
36808						
01/16/2014	36808	Tamco Capital Corp.	52.82	Phone Services	01-110-5061	52.82
01/16/2014	36808	Tamco Capital Corp.	527.72	Phone Services	01-130-5061	527.72
01/16/2014	36808	Tamco Capital Corp.	580.53	Phone Services	01-140-5061	580.53
01/16/2014	36808	Tamco Capital Corp.	211.26	Phone Services	01-150-5061	211.26
01/16/2014	36808	Tamco Capital Corp.	158.45	Phone Services	01-160-5061	158.45
01/16/2014	36808	Tamco Capital Corp.	158.45	Phone Services	01-170-5061	158.45
01/16/2014	36808	Tamco Capital Corp.	105.63	Phone Services	01-185-5061	105.63
01/16/2014	36808	Tamco Capital Corp.	158.45	Phone Services	03-220-5061	158.45
01/16/2014	36808	Tamco Capital Corp.	105.63	Phone Services	15-500-5061	105.63
01/16/2014	36808	Tamco Capital Corp.	105.63	Phone Services	16-550-5061	105.63
Total 36808:			2,164.57			
36809						
01/16/2014	36809	Tina Abriani	96.78	Adobe Forms Basic Service	01-130-5051	96.78
Total 36809:			96.78			

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
36810						
01/16/2014	36810	Tolmasoff Insurance Agenc	5,982.97	Liability Insurance-Down Payment	01-130-5046	5,982.97
01/16/2014	36810	Tolmasoff Insurance Agenc	14,209.54	Liability Insurance-Down Payment	01-140-5046	14,209.54
01/16/2014	36810	Tolmasoff Insurance Agenc	2,243.62	Liability Insurance-Down Payment	01-150-5046	2,243.62
01/16/2014	36810	Tolmasoff Insurance Agenc	2,243.62	Liability Insurance-Down Payment	01-170-5046	2,243.62
01/16/2014	36810	Tolmasoff Insurance Agenc	747.87	Liability Insurance-Down Payment	01-182-5046	747.87
01/16/2014	36810	Tolmasoff Insurance Agenc	2,243.62	Liability Insurance-Down Payment	01-185-5046	2,243.62
01/16/2014	36810	Tolmasoff Insurance Agenc	27,671.21	Liability Insurance-Down Payment	03-220-5046	27,671.21
01/16/2014	36810	Tolmasoff Insurance Agenc	3,739.36	Liability Insurance-Down Payment	01-230-5046	3,739.36
01/16/2014	36810	Tolmasoff Insurance Agenc	8,974.44	Liability Insurance-Down Payment	15-500-5046	8,974.44
01/16/2014	36810	Tolmasoff Insurance Agenc	6,730.83	Liability Insurance-Down Payment	16-550-5046	6,730.83
Total 36810:			<u>74,787.08</u>			
36811						
01/16/2014	36811	Universal Police Supply Co	700.00	Uniform Allowance - QPD	01-140-5019	700.00
Total 36811:			<u>700.00</u>			
36812						
01/16/2014	36812	Ward Law Offices, PLLC	3,200.00	Prosecutorial Services	01-120-5073	3,200.00
Total 36812:			<u>3,200.00</u>			
36813						
01/16/2014	36813	Yuma Winnelson Co.	593.25	System Maintenance for Water de	16-550-5050	593.25
Total 36813:			<u>593.25</u>			
36836						
01/23/2014	36836	Amanda Lilly	154.69	New Judge Orientation 1/26-1/31/	01-150-5043	154.69
Total 36836:			<u>154.69</u>			
36837						
01/23/2014	36837	ClassicPlan Premium Fina	1,017.78	Liability Insurance	01-185-5046	1,017.78
01/23/2014	36837	ClassicPlan Premium Fina	2,035.55	Liability Insurance	01-130-5046	2,035.55
01/23/2014	36837	ClassicPlan Premium Fina	4,834.41	Liability Insurance	01-140-5046	4,834.41
01/23/2014	36837	ClassicPlan Premium Fina	763.33	Liability Insurance	01-150-5046	763.33
01/23/2014	36837	ClassicPlan Premium Fina	763.33	Liability Insurance	01-170-5046	763.33
01/23/2014	36837	ClassicPlan Premium Fina	9,414.39	Liability Insurance	03-220-5046	9,414.39
01/23/2014	36837	ClassicPlan Premium Fina	1,272.22	Liability Insurance	01-230-5046	1,272.22
01/23/2014	36837	ClassicPlan Premium Fina	3,053.31	Liability Insurance	15-500-5046	3,053.31
01/23/2014	36837	ClassicPlan Premium Fina	2,289.99	Liability Insurance	16-550-5046	2,289.99
Total 36837:			<u>25,444.31</u>			
36838						
01/23/2014	36838	Continental Flooring Comp	20,077.09	Carpet Installation in Quartzsite Li	01-170-5061	20,077.09
Total 36838:			<u>20,077.09</u>			
36839						
01/23/2014	36839	Cyle Johnson Electric	1,558.30	75 HP Aerator for WWTP	15-500-5091	1,558.30

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
Total 36839:			1,558.30			
36840						
01/23/2014	36840	Employers Direct Health	3.80	Aggregate Employer Insurance	01-110-5016	3.80
01/23/2014	36840	Employers Direct Health	29.00	Aggregate Employer Insurance	01-130-5016	29.00
01/23/2014	36840	Employers Direct Health	78.46	Aggregate Employer Insurance	01-140-5016	78.46
01/23/2014	36840	Employers Direct Health	21.40	Aggregate Employer Insurance	01-150-5016	21.40
01/23/2014	36840	Employers Direct Health	19.02	Aggregate Employer Insurance	01-160-5016	19.02
01/23/2014	36840	Employers Direct Health	21.40	Aggregate Employer Insurance	01-170-5016	21.40
01/23/2014	36840	Employers Direct Health	11.41	Aggregate Employer Insurance	01-180-5016	11.41
01/23/2014	36840	Employers Direct Health	9.51	Aggregate Employer Insurance	01-185-5016	9.51
01/23/2014	36840	Employers Direct Health	59.44	Aggregate Employer Insurance	03-220-5016	59.44
01/23/2014	36840	Employers Direct Health	4.76	Aggregate Employer Insurance	01-230-5016	4.76
01/23/2014	36840	Employers Direct Health	6.18	Aggregate Employer Insurance	01-181-5016	6.18
01/23/2014	36840	Employers Direct Health	10.46	Aggregate Employer Insurance	15-500-5016	10.46
01/23/2014	36840	Employers Direct Health	29.48	Aggregate Employer Insurance	16-550-5016	29.48
Total 36840:			304.32			
36841						
01/23/2014	36841	Galeton	127.94	Gloves for Parks Dept	01-180-5022	127.94
Total 36841:			127.94			
36842						
01/23/2014	36842	Herbs Hardware, Inc.	321.10	Maintenance & Repair Parts	03-220-5060	321.10
01/23/2014	36842	Herbs Hardware, Inc.	62.50	Maintenance & Repair Parts	01-140-5060	62.50
01/23/2014	36842	Herbs Hardware, Inc.	129.55	Maintenance & Repair Parts	01-180-5060	129.55
01/23/2014	36842	Herbs Hardware, Inc.	82.49	Maintenance & Repair Parts	01-230-5060	82.49
01/23/2014	36842	Herbs Hardware, Inc.	83.95	Maintenance & Repair Parts	15-500-5060	83.95
01/23/2014	36842	Herbs Hardware, Inc.	91.14	Maintenance & Repair Parts	16-550-5060	91.14
Total 36842:			770.73			
36843						
01/23/2014	36843	Hill Brothers Chemical Co.	872.27	Chlorine & Sulfur Dioxide for Wate	15-500-5050	872.27
01/23/2014	36843	Hill Brothers Chemical Co.	872.27	Chlorine & Sulfur Dioxide for Wate	16-550-5052	872.27
Total 36843:			1,744.54			
36844						
01/23/2014	36844	Lawson Products, Inc.	266.22	Small Tools & Supplies	03-220-5060	266.22
Total 36844:			266.22			
36845						
01/23/2014	36845	Marvin Fowler	329.16	Refund: Overpaid sold Property	99-000-1075	329.16
Total 36845:			329.16			
36846						
01/23/2014	36846	Matthew Bender & Co., Inc	86.29	AZ Crim & Traf Law 13-14 ED w/E	01-140-5051	86.29
Total 36846:			86.29			

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
36847						
01/23/2014	36847	Parker Office Supply	16.20	Nmae Plate "Judge"	01-150-5021	16.20
01/23/2014	36847	Parker Office Supply	27.75	Signature Stamp	01-130-5021	27.75
Total 36847:			43.95			
36848						
01/23/2014	36848	Purchase Power	147.56	Postage Refill/Supplies	01-130-5042	147.56
01/23/2014	36848	Purchase Power	147.56	Postage Refill/Supplies	01-140-5042	147.56
01/23/2014	36848	Purchase Power	147.56	Postage Refill/Supplies	01-150-5042	147.56
01/23/2014	36848	Purchase Power	147.56	Postage Refill/Supplies	01-160-5042	147.56
01/23/2014	36848	Purchase Power	147.56	Postage Refill/Supplies	03-220-5042	147.56
01/23/2014	36848	Purchase Power	147.56	Postage Refill/Supplies	15-500-5042	147.56
01/23/2014	36848	Purchase Power	147.56	Postage Refill/Supplies	16-550-5042	147.56
Total 36848:			1,032.92			
36849						
01/23/2014	36849	Quill Corporation	24.45	Office/Misc Supplies: Admin	01-130-5022	24.45
01/23/2014	36849	Quill Corporation	42.96	Office/Misc Supplies: Magistrate	01-150-5021	42.96
01/23/2014	36849	Quill Corporation	24.44	Office/Misc Supplies: Comm. Dev	01-160-5021	24.44
01/23/2014	36849	Quill Corporation	21.46	office/Misc Supplies: PW Dept	03-220-5021	21.46
01/23/2014	36849	Quill Corporation	69.00	Office/Misc Supplies: WW dept	15-500-5021	69.00
01/23/2014	36849	Quill Corporation	112.51	Office/Misc Supplies: Water Dept	16-550-5021	112.51
Total 36849:			294.82			
36850						
01/23/2014	36850	Richard & Wanda Henley	12.50	Refund: Water Capacity Fee	16-000-1118	12.50
Total 36850:			12.50			
36851						
01/23/2014	36851	Sequel Polygraph, LLC	280.00	2 - Pre-Employment Test	01-140-5082	280.00
Total 36851:			280.00			
36852						
01/23/2014	36852	TDS Telecom	324.77	Telephone Service	01-130-5048	324.77
01/23/2014	36852	TDS Telecom	354.47	Telephone Service	01-140-5048	354.47
01/23/2014	36852	TDS Telecom	237.01	Telephone Service	01-150-5048	237.01
01/23/2014	36852	TDS Telecom	60.74	Telephone Service	01-160-5048	60.74
01/23/2014	36852	TDS Telecom	283.54	Telephone Service	01-170-5048	283.54
01/23/2014	36852	TDS Telecom	171.69	Telephone Service	03-220-5048	171.69
01/23/2014	36852	TDS Telecom	213.65	Telephone Service	15-500-5048	213.65
01/23/2014	36852	TDS Telecom	198.36	Telephone Service	16-550-5048	198.36
Total 36852:			1,844.23			
36853						
01/23/2014	36853	Verizon Wireless	35.85	Cell Phone Services	01-160-5048	35.85
01/23/2014	36853	Verizon Wireless	95.71	Cell Phone Services	01-230-5048	95.71
01/23/2014	36853	Verizon Wireless	120.66	Cell Phone Services	01-130-5048	120.66
01/23/2014	36853	Verizon Wireless	91.41	Cell Phone Services	01-180-5048	91.41
01/23/2014	36853	Verizon Wireless	117.29	Cell Phone Services	01-185-5048	117.29
01/23/2014	36853	Verizon Wireless	34.69	Cell Phone Services	03-220-5048	34.69

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
01/23/2014	36853	Verizon Wireless	41.23	Cell Phone Services	15-500-5048	41.23
01/23/2014	36853	Verizon Wireless	121.14	Cell Phone Services	16-550-5048	121.14
01/23/2014	36853	Verizon Wireless	30.47	Cell Phone Service	01-170-5048	30.47
Total 36853:			<u>688.45</u>			
36854						
01/23/2014	36854	West Payment Center	430.66	West Law Information Charges	01-150-5051	430.66
01/23/2014	36854	West Payment Center	131.52	AZ Rules Of Court State 2014 Pa	01-150-5051	131.52
Total 36854:			<u>562.18</u>			
36855						
01/23/2014	36855	Western States Petroleum,	47.08	Diesel	01-140-5024	47.08
01/23/2014	36855	Western States Petroleum,	2,428.35	Diesel	01-230-5024	2,428.35
01/23/2014	36855	Western States Petroleum,	156.92	Diesel	15-500-5024	156.92
01/23/2014	36855	Western States Petroleum,	156.92	Diesel	16-550-5024	156.92
01/23/2014	36855	Western States Petroleum,	4,889.65	Diesel	03-220-5024	4,889.65
01/23/2014	36855	Western States Petroleum,	167.12	Diesel	01-180-5024	167.12
Total 36855:			<u>7,846.04</u>			
36856						
01/23/2014	36856	Wickenburg Napa	2.58	Auto Parts & Other Supplies	03-220-5047	2.58
01/23/2014	36856	Wickenburg Napa	192.10	Auto Parts & Other Supplies	01-140-5025	192.10
01/23/2014	36856	Wickenburg Napa	5.88	Auto Parts & Other Supplies	01-180-5025	5.88
01/23/2014	36856	Wickenburg Napa	33.56	Auto Parts & Other Supplies	15-500-5025	33.56
01/23/2014	36856	Wickenburg Napa	107.06	Auto Parts & Other Supplies	15-500-5060	107.06
01/23/2014	36856	Wickenburg Napa	107.06	Auto Parts & Other Supplies	16-550-5060	107.06
Total 36856:			<u>64.04</u>			
Grand Totals:			<u>228,043.76</u>			
Grand Totals:			<u>228,427.96</u>	<u>228,427.96-</u>		<u>.00</u>

Report Criteria:

Report type: GL detail
 Check.Check Number = 36786-36856



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, January 28, 2014

Agenda Item #3-b. Consider approval of the minutes of the Regular Meeting of January 14, 2014.

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 January 14, 2014.

Action Requested: Motion to approve the minutes of the Regular Meeting of January 14, 2014.

MINUTES
TOWN OF QUARTZSITE
REGULAR MEETING OF THE COMMON COUNCIL
TUESDAY, JANUARY 14, 2014, 9:00 AM

CALL TO ORDER: 9:00 AM

INVOCATION: None

PLEDGE OF ALLEGIANCE: Led by Vice Mayor Jewitt

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; Patricia Ronan, Town Attorney; Tina Abriani, Town Clerk

APPROVAL/AMENDMENT OF AGENDA: Vice Mayor Jewitt moved to approve the agenda as presented and Council Member Kelley seconded the motion. Vice Mayor Jewitt withdrew his motion. Council Member Kelley withdrew her second to the motion. Vice Mayor Jewitt moved to approve the agenda as presented with one correction: Item 7 is a discussion only item. Council Member Kelley seconded the motion. The vote was unanimous. **Motion Passed.**

CONSENT AGENDA:

1-a. LEDGER OF ACCOUNTS PAID – Consider approval of check series 36636 - 36785, totaling \$200,347.52.

Council Member Scott pulled checks 36656 and 36677. Town Manager Bruno answered the questions about these checks.

1-b. MINUTES – Consider approval of the minutes of the Regular Meeting of December 23, 2013 and the Special Meeting of January 3, 2014.

Council Member Scott pulled the minutes of the Regular Town Council Meeting of December 23, 2013, Page 3. It should say 'Council Member Scott directed staff' instead of 'directs'. She asked that the minutes be amended.

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

Council Member Scott moved to amend Page 3 of the minutes for December 23, 2013 to state 'Council Member Scott directed staff' and also to approve the checks that were discussed before. **Vice Mayor Jewitt seconded** the motion. The vote was unanimous. **Motion Passed.**

ADMINISTRATIVE ITEMS:

2. PLANNING & ZONING COMMISSION ORDINANCE – Discussion and possible adoption of an ordinance amending Ordinance No. 13-02 by changing the number of members on the Planning & Zoning Commission from seven to five.

The Mayor suggested the order of Items 2 and 3 be reversed.

3. PLANNING & ZONING COMMISSION INTERVIEWS AND POSSIBLE APPOINTMENTS – Interview applicants for appointment to the Planning & Zoning Commission. Discussion and consider possible appointments to the Planning & Zoning Commission.

Mr. Dole stepped to the podium and introduced himself. He stated he is a long term resident of the Town of Quartzsite. He answered the questions of the Council.

Randie Farish introduced himself and stated he is with the Scenic Road RV Park. He answered the questions of the Council.

Terry Frausto introduced herself. She stated she has lived in the community since 1996. She answered the questions of the Council.

Vice Mayor Jewitt moved to nominate all three. The vote was unanimous. **Motion Passed.**

Vice Mayor Jewitt moved to adjourn Item 2 and **Council Member Kelley seconded** the motion. The vote was unanimous. **Motion Passed.**

The Mayor recused himself from attending the executive session. He stated the reason was that he is in favor of avoiding litigation where possible, saving the tax payers the cost and aggravation of that.

Vice Mayor Jewitt moved to adjourn to executive session.

Discussion ensued between the Mayor and Attorney Ronan regarding the executive session.

Vice Mayor Jewitt moved to adjourn to the executive session.

Council Member Crooks asked that the record reflect that Mayor Foster recused himself from the executive session.

Council Member Scott seconded the motion. The vote was six ayes. **Motion Passed.**

9:23 AM Adjourned to executive session.

4. EXECUTIVE SESSION

- Executive session pursuant to A.R.S. Section 38-431.03(A)(4) for discussion or consultation with the attorneys for the Town in order to consider its position and instruct its attorneys regarding the Quartzsite's position in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation for *Linda Conley; Heriberto Dominguez and Yoami Dominguez; Stephen Frakes; James C. Kemp and Reyna Kemp; Michelle Norris; William Ponce; and Herlen Yeomans and Eloina Yeomans v. Town of Quartzsite, et al.*
- Executive session pursuant to A.R.S. Section 38-431.03(A)(4) for discussion or consultation with the attorneys for the Town in order to consider its position and instruct its attorneys regarding the Quartzsite's position in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation for *Town of Parker and Town of Quartzsite v. La Paz County, et al.*
- Executive session pursuant to A.R.S. Section 38-431.03(A)(4) for discussion or consultation with the attorneys for the Town in order to consider its position and instruct its attorneys regarding the Quartzsite's position in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation for *Desert Gardens v. Quartzsite.*
- Executive session pursuant to A.R.S. Section 38-431.03(A)(4) for discussion or consultation with the attorneys for the Town in order to consider its position and instruct its attorneys regarding the Quartzsite's position in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation for *Jennifer and John Jones v. Town of Quartzsite, et al.*
- Executive session pursuant to A.R.S. Section 38-431.03(A)(4) for discussion or consultation with the attorneys for the Town in order to consider its position and instruct its attorneys regarding the Quartzsite's position in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation for *Jennifer Jones v. Town of Quartzsite, et al.*
- Executive session pursuant to A.R.S. Section 38-431.03(A)(4) for discussion or consultation with the attorneys for the Town in order to consider its position and instruct its attorneys regarding the Quartzsite's position in pending or contemplated litigation or in settlement discussions conducted in

order to avoid or resolve litigation for *Janet Brannan v. Town of Quartzsite, et al.*

- Executive session pursuant to A.R.S. Section 38-431.03(A)(2) for discussion or consideration of records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained as confidential by state or federal law relating to (1) the acquisition of insurance coverage for Quartzsite and (2) attorney-client communications.
- Executive session pursuant to A.R.S. Section 38-431.03(A)(1) for discussion or consideration of employment of Town Manager and review of applicants and questionnaires.
- Executive session pursuant to A.R.S. Section 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney relating to administrative and discretionary personnel matters, Town Code designations and requirements and liability risks to members of the Town Council.
- Executive session pursuant to A.R.S. Section 38-431.03(A)(4) for discussion or consultation with the attorneys for the Town in order to consider its position and instruct its attorneys regarding the Quartzsite's position in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation for *Foster v. Town of Quartzsite, et al.*

12:06 PM RETURN TO OPEN SESSION

ROLL CALL:

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

5. TOWN MANAGER POSITION – Discussion and possible action on next steps regarding the employment of a Town Manager.

Vice Mayor Jewitt moved to adjourn the item. **Council Member Kelley** seconded the motion. The vote was unanimous. **Motion Passed.**

6. POLICE CHIEF JOB DESCRIPTION – Consider approval of a proposed annual salary range and description for the position of Quartzsite Police Chief.

The Council Members discussed the \$60,000 - \$90,000 proposed salary range and the position description.

Council Member Crooks moved to approve the proposed annual salary range and description to recruit with those amendments that were just mentioned to the position of Quartzsite Police Chief. The amendments were: to remove the twenty-five pounds and

to add one hundred pounds to be lifted, as well as add the word 'run' to the physical demands.

Council Member Orgeron seconded the motion. The vote was unanimous. Motion Passed.

7. OPEN PUBLIC RECORDS REQUESTS – Discussion of open public records requests.

The Mayor, Council Members, Town Manager and Town Attorney discussed open public records requests.

COMMUNICATIONS:

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

None

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

None

10. Reports from the TOWN MANAGER to the Council.

Town Manager Bruno handed out calendars prepared by the Payroll Office listing Council pay dates. She announced that a new Police Officer has been hired. The new Officer's name is Ms. Candi Conley and she started January 13, 2014. Town Manager Bruno advised the Council that the Town has two employees that have applied to go to the police academy. They are currently going through the comprehensive background process. If they pass, they will move on to the academy and she will keep the Council apprised of that.

CALL TO THE PUBLIC:

Shanana Rain GoldenBear spoke regarding police academy training, public records request fees and the Grand Gathering. The Grand Gathering Senior Fair's venue has been changed from the Town Park to the Q.I.A.

ADJOURNMENT: 12:28 PM

Vice Mayor Jewitt moved to adjourn the meeting.

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of January 14, 2014, of the Town Council of Quartzsite, Arizona, held on January 14, 2014.

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

DATED this 28th day of January 2014

Tina M. Abriani, Town Clerk

On behalf of the Common Council

Ed Foster, Mayor

DRAFT



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, January 28, 2014

Agenda Item #3-c Consider approval of an Intergovernmental Agreement (IGA) with the State of Arizona Department of Transportation (ADOT) for a Management Inventory System project for the Town's regulatory and cautionary signs.

Summary: The Town has received approval for funding under the Highway Improvement Safety Project (HSIP) grant for the following:

1. Design and software system to manage the Town's regulatory and cautionary signs.
2. Install all new regulatory and cautionary signs installed throughout the Town.

This IGA provides for a Joint Project Administration (JPA) of the entire project. ADOT will advertise, bid and award the project; the Town will monitor the project.

Federal funds awarded:	\$350,000
Local matching funds from HURF:	0

Responsible Person: Emmett Brinkerhoff, Director of Public Works

Attachment: Intergovernmental Agreement for Management Inventory System.

Action Requested: **Motion to approve the IGA between ADOT and the Town of Quartzsite for a Management Inventory System project, and authorize the Mayor to execute the agreement.**

ADOT File No.: IGA/JPA 13-0003942-I
AG Contract No.: 13-0003942
Project: Management Inventory System
Section: Various Locations
Federal-aid No.: QTZ-0(206)T
ADOT Project No.: SH603 03D
TIP/STIP No.: WACOG)2014-2020
QTZ13-105(D
CFDA No.: 20.205 - Highway Planning
and Construction
Budget Source Item No.: n/a

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
TOWN OF QUARTZSITE

THIS AGREEMENT is entered into this date _____, 2014, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the TOWN OF QUARTZSITE, acting by and through its Mayor and Town Council (the "Town"). The State and the Town are collectively referred to as "Parties."

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Town is empowered by Arizona Revised Statutes § 9-240 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.
3. Congress has established the Highway Safety Improvement Program (HSIP) as a core Federal-aid for the specific purpose of achieving a significant reduction in traffic fatalities and serious injuries on public roads. The State, the Federal Highway Administration (FHWA) and the Town have identified systematic improvements within the Town as eligible for this funding.
4. The purpose of this joint exercise of powers and cooperative action (which constitutes the Agreement) between the State and the Town is to allow the State to acquire federal funds for the procurement of a Sign Inventory and a Sign Management Inventory System, hereinafter referred to as the "Project". The Town, through the State's Procurement Process and Arizona Department of Transportation (ADOT) Procurement contract(s) will utilize an authorized vendor to provide the equipment and services as outlined in the contract and approved plans to complete this Project with the aid and consent of the State and the FHWA.
5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Town and to authorize such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Town.
6. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.
7. The Federal funds will be used for the design of the Project. The estimated Project design costs are as follows:

SH57303D (design):

Federal-aid funds @ 100%	\$ 185,000.00
Subtotal – Design	\$ <u>185,000.00</u>
Total Federal Funds	\$ 185,000.00
TOTAL Project Cost*	\$ 185,000.00

*Inclusive of ADOT Review Costs.

The Parties acknowledge that the final Project design costs may exceed the initial estimate(s) shown above, and in such case, the Town is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final Project design cost estimate is less than the initial estimate, the difference between the final design cost estimate and the initial estimate will be de-obligated or otherwise released from the Project. The Town acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the estimated Project design cost amount.

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

II. SCOPE OF WORK

1. The Statewill:

- a. Upon execution of this Agreement, be the designated agent for the Town, if such project is approved by FHWA and project funds are available.
- b. Submit all documentation required to the FHWA involving the Project with the recommendation that funding be approved for procurement of equipment. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project specifications and terms and conditions.
- c. Request the maximum federal funds programmed for this Project, including design, and contract administration costs. Should costs exceed the maximum federal funds available it is understood and agreed that the Town will be responsible for any overage.
- d. Approve the Project, if such project funds are available from and authorized by FHWA for the Project. Be the designated authorized agent for the Town.
- e. Upon execution of this Agreement and authorization by FHWA, coordinate with the Town regarding the specifics of the equipment to be ordered by the State to best ensure the requirements of the Project are met. Enter into a contract(s) with a firm(s) to whom the award is made for the purpose of the Project.
- f. Be granted, without cost requirements, the right to enter the Town's right-of-way as required to conduct any and all construction and pre-construction related activities for the Project, including without limitation, temporary construction easements or temporary rights of entry on to and over said rights-of-way of the Town.
- g. Not be obligated to maintain the Project, should the Town fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

h. Verify installation of equipment was performed and completed in compliance with FHWA requirements, upon notification of installation of equipment by the Town.

2. The Townwill:

a. Upon execution of the Agreement, designate the State as authorized agent for the Town.

b. Agree that the cost of the analysis and work covered by this Agreement is to be borne by FHWA and the Town, each in the proportion prescribed and determined by FHWA.

c. Coordinate with the State during the procurement process of the Project.

d. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Town is responsible for these costs, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

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

f. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Townshall take all necessary steps to remove or prevent any such encroachment or use if applicable.

g. Grant the State, its agents and/or contractors, without cost, the right to enter Townrights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rightsofentry to accomplish among other things, soil and foundation investigations.

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

i. Maintain all improvements provided by this Project for the entire design life of the system.

j. Pursuant to 23 USC 102(b), repay all federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to sign panel replacement within ten (10) years after federal funds were first made available.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the Project construction contract, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event the Town terminates this Agreement, the State shall in no way be obligated to maintain the Project. If the federal funding related to this Project is terminated or reduced by the federal government, or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this agreement.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The Town, in regard to the Town's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the Town and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the Town and that to the extent permitted by law, the Town hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or nonperformance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the Town, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of design, construction and construction engineering work under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The Town acknowledges that the eventual actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the Town agrees to furnish and provide the difference between actual costs and the federal funds received.

4. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this agreement.

5. The cost of the project under this Agreement includes applicable indirect costs approved by the FHWA.

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

7. The Town acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000 or more of Federal assistance (Federal funds, Federal grants, or Federal awards) are required to comply by having an independent audit. A copy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services.

Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007

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

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

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

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

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

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

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

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

Town of Quartzsite
Attn: Emmett Brinkerhoff.
P.O. Box 2812
Quartzsite, AZ 85346
Phone: (928) 927-4333
Fax: (928) 927-4400
www.ci.quartzsite.az.us

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

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

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

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

TOWN OF QUARTZSITE

STATE OF ARIZONA

Department of Transportation

By _____
ED FOSTER
Mayor

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

ATTEST:

By _____
TINA ABRIANI
TownClerk

ATTORNEY APPROVAL FORM FOR THE TOWN OF QUARTZSITE

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

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

DATED this _____ day of _____, 2014.

Town Attorney



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, January 28, 2014

Agenda Item #4 Consider approval of an ordinance declaring the document entitled "Park, Recreation Facilities & Cemetery Code Amendments, January 28, 2014" as a public record; adopting the "Park, Recreation Facilities & Cemetery Code Amendments, January 28, 2014" by reference; amending the Town Code of the Town of Quartzsite Arizona, Chapter 11, Offenses, by repealing and adopting new Chapter 21 Park, Recreation Facilities & Cemetery, relating to the Use, Reservation of, and Rules for Town Facilities; providing for severability; and providing penalties.

Summary: On November 12, 2013, the Council approved rule changes for the use of the Town of Quartzsite Park and Cemetery facilities; and rules and fees regarding the cemetery columbarium niche wall; and directed staff to bring an amended ordinance back for Council approval.

The proposed ordinance provides for the Use, Reservation of, and Rules for Town Facilities including the Park, Recreational Facilities and the Cemetery

Responsible Person: Dana Anderson, Director of Parks, Recreation and Cemetery

Attachment:

- a. Proposed Ordinance
- b. Park, Recreation Facilities & Cemetery Code Amendments, January 28, 2014

Action Requested: Motion to adopt the proposed ordinance relating to the use, reservation of, and rules for Park, Recreation Facilities, the Cemetery, and the Columbarium Niche Wall.

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF QUARTZSITE ARIZONA DECLARING THE DOCUMENT ENTITLED “PARK, RECREATION FACILITIES & CEMETERY CODE AMENDMENTS, JANUARY 28, 2014” AS A PUBLIC RECORD; ADOPTING THE “PARK, RECREATION FACILITIES & CEMETERY CODE AMENDMENTS, JANUARY 28, 2014” BY REFERENCE; AMENDING THE TOWN CODE OF THE TOWN OF QUARTZSITE ARIZONA, CHAPTER 11, OFFENSES, BY REPEALING ARTICLE 11-2 OFFENSES – PARK IN ITS ENTIRETY AND ADOPTING NEW CHAPTER 21 PARK, RECREATION FACILITIES & CEMETERY, RELATING TO THE USE, RESERVATION OF, AND RULES FOR TOWN FACILITIES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING PENALTIES.

WHEREAS, that certain document entitled “Park, Recreation Facilities & Cemetery Code Amendments, January 28, 2014,” three copies of which are on file in the office of the Town Clerk, is hereby declared to be a public record and said copies are hereby ordered to remain on file with the Town Clerk; and

WHEREAS, the Town Council has determined that the proposed amendments will maintain the quality of the public’s outdoor and indoor facilities, minimize the hazards of misuse, and provide procedures for reserving park space and obtaining special event permits; and

WHEREAS, the proposed amendments are in the best interest of the public health, safety, and welfare of the Town;

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

Section I. In General.

The Code of Quartzsite, Arizona, is hereby amended by amending (a) Chapter 11 Offenses, by repealing Article 11-2 Offenses - Park in its entirety; and (b) adding a new Chapter 21 Park, Recreation Facilities & Cemetery to read as set forth in that certain document entitled “Park, Recreation Facilities & Cemetery Code Amendments, January 28, 2014,” which document is hereby adopted and incorporated by reference.

Section II. Providing for Repeal of Conflicting Ordinances.

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

Section III. Providing for Severability.

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

Section IV. Providing for Penalties.

Any person found guilty of violating any provision of this Ordinance shall be guilty of a class one misdemeanor and, upon conviction thereof, shall be punishable by a fine not to exceed Two Thousand Five Hundred Dollars (\$2,500) or by imprisonment for a period not to exceed six (6) months, or both such fine and imprisonment. Each day that a violation continues shall be a separate offense punishable as herein described.

PASSED AND ADOPTED by the Common Council of the Town of Quartzsite, Arizona this 28th day of January, 2014 by the following vote:

AYES: _____

NAYES: _____ ABSENT: _____

EXCUSED: _____ ABSTAINED: _____

Signature

Printed Name

Title

Attest:

Tina M. Abriani, Town Clerk

Approved as to Form:

Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.

Town Attorneys

By _____

I, Tina M. Abriani, Town Clerk of Quartzsite, do hereby certify that a true and correct copy of Ordinance No. ____ adopted by the Common Council of the Town of Quartzsite, Arizona on the 28th day of January, 2014, was posted in _____ places on the _____ day of _____, 20____.

Tina M. Abriani, Town Clerk

Park, Recreation Facilities & Cemetery

Code Amendments, January 28, 2014

The following Chapter is hereby adopted into the Town of Quartzsite Town Code to read as follows:

Chapter 21 Park, Recreation Facilities & Cemetery

Article 21-1 General Provisions

- 21-1-1 Definitions
- 21-1-2 Reservation Permits
- 21-1-3 Interference with Reserved Use
- 21-1-4 Special Events
- 21-1-5 Cemetery; Columbarium Niche Wall

Section 21-1-1 Definitions

The following words, terms and phrases, when used in this chapter, shall have the following meanings ascribed to them unless the context clearly indicates a different meaning:

- A. *Town cemetery* means the Hi Jolly Cemetery.
- B. *Town park* means the Quartzsite Town Park.
- C. *Town recreation facility* means any lands, areas, buildings, and facilities that are owned, leased, or otherwise controlled by the town for recreation purposes open to the public including, but not limited to, parks, athletic fields, tennis courts, swimming pools, playgrounds, ramadas, recreation trails and centers, libraries, dog parks, and skate parks.
- D. *Vehicle* means any wheeled conveyance, whether motor-powered, animal-drawn, or self-propelled. The term shall include any trailer in tow of any size, kind, or description. This definition does not include baby carriages and vehicles in the service of the town park, recreation facilities, and cemetery.

Section 21-1-2 Reservation Permits

- A. *In general.* Town facilities are available on a first come, first serve basis except:
 - 1. *Scheduled Events.* During scheduled events, a portion of facilities may be unavailable.

2. *Reservable Ramadas.* There are six small and one large ramada in the town park and one ramada in the town cemetery. A maximum number of seven ramadas may be reserved per day. A reservation must be made in person or by mail to the town office, located at 465 N. Plymouth Avenue between 8:00 a.m. and 5:00 p.m., Monday through Friday (except holidays), and paid for at that time. The town council shall, by resolution, establish a fee schedule for reservation of park ramadas. There is no fee for reservation of the cemetery ramada.

B. *Use of Park Facilities; Time limits.* No person shall use any facilities in the town park, including park tables, shade structures, ramadas, and parking areas, more than seven hours per day. Any park use longer than seven hours per day requires a special event permit issued pursuant to section 21-1-4.

Section 21-1-3 Interference with Reserved Use

A. *Reservation Permit.* The reservation permit shall describe the ramada reserved and related amenities that are reserved for the exclusive use of the permittee.

B. *Interference Prohibited.* It shall be unlawful to interfere with a reserved use, except with the consent of the permittee. For purposes of this section, the term "interfere" includes, but is not limited to, the following:

1. Using the reserved area or amenities;
2. Playing ball or frisbee within 50 feet from the reserved area boundary; or
3. Congregating a group of ten or more persons within 50 feet from the reserved area boundary for a cumulative period of 15 minutes or longer.

Section 21-1-4 Special Events

A. *Permit Required.* No person may conduct a special event in a town park or recreation facility without having first obtained a special event permit from the town. For the purposes of this section, a special event includes, but is not limited to, a fair, carnival, festival, musical concert, sporting event, or exhibition of items, vehicles, agricultural products, homemade items, or arts and crafts, whether for sale or not.

B. *Applications.* Applications for special events shall be submitted to the town at least thirty days prior to the scheduled start of the special event. The

application shall be on a form provided by the town and shall include a site plan depicting existing facilities and proposed temporary facilities and activities, and any other required information.

C. *Fee; Deposit.* A nonrefundable fee shall be required for each special event permit application, which fee shall be paid at the time of submittal of the application. A deposit shall also be required prior to each special event. The deposit shall be refundable to the applicant after the town determines that all conditions and requirements associated with the approved application and this chapter have been met. At a minimum, the special event site and all streets and other property used by or affected by the special event shall be restored to their original condition including, but not limited to, removal of debris and waste. The town council shall set the amount of fees and deposits by resolution. The town manager may require a greater deposit if he or she determines that the size or nature of the special event warrants a greater deposit.

D. *Denial.* The town manager may deny an application for a special event permit if:

1. The application contains a misrepresentation, false or misleading statement, evasion, or suppression of a material fact.
2. Another special event has been approved to occur on the same day in the same area or traffic circulation would be impeded or public safety would be compromised by having two or more special events in the same area.
3. The application does not comply with this chapter and all other applicable codes, ordinances, or other laws.
4. The proposed special event is unlawful or constitutes a public nuisance.

E. *Appeal.* A decision of the town manager to deny an application under this subsection may be appealed by written request to the town council. Appeals shall be filed within ten days after notice of the denial is received and shall state the reasons thereof. An appeal hearing shall be held by the town council within thirty days after receipt of an appeal. The applicant shall be provided written notice of the appeal hearing at least five days prior to the hearing. At the hearing, all parties shall have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The proceedings shall be recorded and transcribed at the expense of the party so requesting. The town council shall, by majority vote of members present, render a written decision based on findings of

fact and the application of the standards herein which shall be mailed to the applicant. The decision of the council shall be final.

F. *Duration of Event; Extension.* The special event permit shall include the approved duration of the special event. The town manager may grant an extension of the permit provided the applicant submits, in writing, a request for such an extension prior to the end of the special event.

G. *Display of Permit.* The special event permit shall be displayed at the special event site in a conspicuous location for the duration of the special event.

H. *Additional Conditions; Insurance.* The town may impose reasonable conditions on any special event permit necessary to protect the safety of persons and property and the control of traffic and may require insurance for any special event held on town property with policy limits established by the town's risk manager.

I. *Revocation of Permit; Appeal.* A special event permit may be revoked by the town manager for the failure to comply with the approved plans, any requirements of this chapter, or violation of any applicable town ordinances and county, state, and federal laws and regulations. A notice of revocation shall be delivered or mailed by first class mail to the permittee. All activities associated with the special event shall immediately cease as of the date of the notice. If a special event permit is revoked, an appeal to the town council may be filed following the same procedures set forth in subsection E of this section. The decision of the town council on appeal of revocation shall be final.

Section 21-1-5 Cemetery; Columbarium Niche Wall

A. *Fees.* By resolution, from time to time, the town council shall establish fee schedules for the cemetery columbarium niche wall. For the purposes of this section, "niche" means space used, or intended to be used, for inurnment of cremated human remains. Only human remains shall be allowed in the cemetery columbarium niche wall.

B. *Cremation Containers.* All cremation containers shall be approved by the Cemetery Board.

C. *Additional Urn.* If a second urn is subsequently added and the existing faceplate has insufficient room for engraving, a new faceplate shall be made at an additional charge, such fee to be established by resolution of the town council.

Article 21-2 Park, Recreation Facilities & Cemetery Rules

21-2-1	Hours
21-2-2	Closed Areas
21-2-3	Alcoholic Beverages
21-2-4	Trespass
21-2-5	Unreasonable Noise
21-2-6	Riding Vehicles on Grounds
21-2-7	Damaging Facilities
21-2-8	Glass Containers
21-2-9	Sale of Goods (concessions)
21-2-10	Prohibited Activities
21-2-11	Enforcement

Section 21-2-1 Hours

The town park and town cemetery shall be open to the public sunrise to sunset and closed at all other times. Town recreation facility hours shall be set by the town. Hours of operation shall be posted at each facility. It shall be unlawful for any person, other than town personnel conducting town business therein, to occupy or be present in any town park, recreation facility, or cemetery during any hours in which the facilities are not open to the public. Functions may extend beyond the hours set forth in this section during a scheduled Town activity or event or by permit.

Section 21-2-2 Closed Areas

A. *Temporary Closures.* The town may temporarily close any part of a town park, recreation facility, or cemetery for performance of routine maintenance or preparation for a reserved use, or when deemed necessary to protect public safety, property, or wildlife. Notice shall be posted when an area has been closed. The notice shall reasonably describe the time and period of closure and area closed.

B. *Prohibited entry.* It shall be unlawful to enter or stay in any area where a sign has been posted stating that the area is "Closed To The Public," or "Closed For Maintenance," or "Reserved - Do Not Enter."

C. *Removal of Signs.* It shall be unlawful to remove or tamper with any sign or notice posted designating areas as "Closed To The Public," "Closed For Maintenance," or "Reserved - Do Not Enter."

D. *Exception.* The provisions of subsections (B) and (C) shall not apply to any town employee, contractor or other person performing work authorized by the town.

Section 21-2-3 Alcoholic Beverages

A. *In General.* It is unlawful for any person, while on the premises of any town park, recreation facility, or cemetery, to commit any of the following acts:

1. Drink or have in his or her possession any alcoholic beverage except with a permit as provided in subsection B of this section.
2. Have in his or her possession any bottle, can or other receptacle containing any alcoholic beverage which has been opened, its seal broken or the contents of which have been partially removed except with a permit as provided in subsection B of this section.

B. *Permit.* A permit is required to allow alcoholic beverage consumption and possession in the town park. Notwithstanding the above, no alcoholic beverages may be consumed south of Senter Street except within 100 feet of the baseball park concession stand.

C. *Denial; Revocation.* The town reserves the right to refuse or revoke any permits issued or to be issued.

D. *Violation.* Upon conviction for violation of this section, the sentence to be imposed shall be a fine of not more than \$500.00 or imprisonment for not more than thirty days, or both.

Section 21-2-4 Trespass

It shall be unlawful for a person to remain in or return to a town park, recreation facility, or cemetery after a reasonable request to leave by an authorized town employee.

Section 21-2-5 Unreasonable Noise

It shall be unlawful for any person without justification to make or continue, or cause or permit to be made or continued, any unnecessary, excessive, or offensive noise, which disturbs the peace or quiet of any town park, recreation facility, or cemetery, or which causes discomfort or annoyance to any reasonable person of normal sensitivities in the area after a reasonable request by an authorized town employee to stop making the offensive noise.

Section 21-2-6 Riding Vehicles on Grounds

A. *In General.* No person shall drive or ride at any time any vehicle or animal upon the grounds of any town park, recreation facility, or

cemetery, except in public streets running through such premises or within designated parking areas located upon the premises, without the express permission of the town.

B. *Off-Road Vehicles.* ATVs and other off-road vehicles are not allowed in the parking lots and streets unless such vehicle is licensed by the Department of Motor Vehicles.

Section 21-2-7 Damaging Facilities

No person shall damage or wastefully or improperly use any temporary or permanent fixture in any town park, recreation facility, or cemetery, or cause the lighting facilities or electrical appliances to be turned on or used without the express permission of the town or an authorized representative of the town.

Section 21-2-8 Glass Containers

A. *Prohibited Possession.* It shall be unlawful for any person to have a glass container in his or her possession in any town park, recreation facility, or cemetery, unless specifically authorized by the town.

B. *Prohibited Conduct.* It shall be unlawful for any person to throw, toss, or otherwise propel or either willfully and maliciously or carelessly and negligently break any glass object in a town park, recreation facility, or cemetery.

Section 21-2-9 Sale of Goods (concessions)

It is unlawful to sell food, beverages or other items in a town park, recreation facility, or cemetery, and all adjacent sidewalks, except pursuant to a special event permit issued pursuant to section 21-1-4.

Section 21-2-10 Prohibited Activities

Except where such use is conducted by the town or by others pursuant to a program organized by the town or a permit issued by the town, the following activities are prohibited in a town park, recreation facility, or cemetery:

A. *Dangerous Act.* No person shall commit any act so as to endanger the health and safety of themselves or others.

B. *Speeding.* Unless a different special limit is posted, a maximum speed of 15 miles per hour shall be in effect at all times in the parking lots and streets running through the town park. The maximum speed limit in effect at all times in the cemetery parking lots and streets shall be 5 miles per hour.

- C. *Littering.* No person shall dispose of trash, flyers or other unwanted items in any manner other than depositing them in a designated waste container.
- D. *Urban camping.* No person shall camp, set up living accommodations, store personal belongings, or park recreation vehicles overnight, except in areas specifically for such use or specifically authorized by permit.
- E. *Fires.* No person shall start or sustain a fire, except for the combustion of charcoal in fire pits, grills, or other areas as designated and approved for such use by the town. No person shall set fire to the contents of a trash container, or place or burn garbage in park grills. Park users shall abide by all current fire rules and restrictions.
- F. *Weapons.* No person shall use archery, firearms, sling shots, rockets, darts, rocks or other projectile producing devices, unless specifically authorized by permit.
- G. *Model Rocketry.* No person shall launch model rockets using propellants and motors, unless specifically authorized by permit.
- H. *Fireworks.* No person shall use fireworks, unless specifically authorized by permit.
- I. *Animal Control.* All animals shall be under the custody and control of a responsible adult and must be on a leash not to exceed six feet at all times. Animals are subject to the town's animal control ordinance.
- J. *Animal Capture; Cruelty.* Hunting, trapping, catching, wounding or killing, or treating cruelly, attempting to catch, wound or kill, any bird or animal, molest or rob any nest of any kind or any lair or burrow of any animal within the park is strictly prohibited.
- K. *Disfiguration or Removal of Natural Resources:* No person shall disfigure, displace, remove, or excavate, as applicable, any soil, rock, stone, sand, tree, shrub, cactus, plant material, or other natural resource of any description.
- L. *For-Profit or Personal Gain:* The town park shall not be used for profit or personal gain. Events for non-profit organizations, where an admission fee or a donation is charged, may only be held in the park with the permission of the town. A use fee may be charged.
- M. *Supervision of Children:* Children, age eight and under, must be supervised by an adult while playing on the playground equipment.

Section 21-2-11 Enforcement

- A. *Removal from Premises.* The town shall have authority to eject from a town park, recreation facility, or cemetery any person acting in violation of this chapter.

- B. *Seizure of Property.* The town shall have the authority to seize and confiscate any property, thing, or device used in violation of this chapter.

- C. *Violations.* Except where otherwise provided, the penalties set forth in Article 1-8 of this code shall apply to violations of this chapter.



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, January 28, 2014

Agenda Item #5 Consider the reappointment of one regular member to the Hi Jolly Cemetery Board with a term ending November 2016.

Summary: The Hi Jolly Cemetery Board formulates, creates and recommends plans for future growth and improvement of the Hi Jolly Cemetery, an historic park and cemetery.

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

Board Member Eileen Lundford's term has expired. Ms. Lunsford requests appointment for another term. If reappointed, her term will expire November 2016.

Responsible Person: Tina Abriani, Town Clerk

Attachment: Request for reappointment

Action Requested: **Motion to reappoint Eileen Lunsford to the Hi Jolly Cemetery Board, with a term to expire November 2016.**



TOWN OF QUARTZSITE

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

Phone (928) 927-4333 • Fax (928) 927-4400

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

We are an equal opportunity employer
www.ci.quartzsite.az.us

TO: MAYOR AND COUNCIL

RE: EXPIRATION OF CITIZEN ADVISORY BOARD/COMMISSION TERM

FROM: Eileen Lunsford
(Please print name)

On 11/01/2013 my term expires on the Cemetery Board/Commission.

I am requesting reappointment for another term.

I do not wish to be reappointed to another term.

Sincerely,

Eileen Lunsford
Signature

12-3-2013
Date

cc: Town clerk

RECEIVED
DEC - 3 2013
JA
TOWN OF QUARTZSITE



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, January 28, 2013

- Agenda Item #6** Consider the appointment of one regular member to the Hi Jolly Cemetery Board with a term ending December 2015.
- Summary:** The Hi Jolly Cemetery Board formulates, creates and recommends plans for future growth and improvement of the Hi Jolly Cemetery, an historic park and cemetery.
- The Board consists of 7 members. Member terms are for a period of three years, with the terms staggered such that the terms of no more than three members shall expire in any one year.
- Due to the resignation of Board member Dee Sheehan, one seat is now open; the term for that seat will not expire until December 2015.
- Responsible Person:** Tina Abriani, Town Clerk
- Attachment:** Volunteer Interest Statement for the Hi Jolly Cemetery Board:
- Terry Frausto
- Action Requested:** Motion to appoint one member to the Hi Jolly Cemetery Board, with a term to expire December 2015.



RECEIVED

NOV 20 2013

Volunteer Interest Statement

TOWN OF QUARTZSITE

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

Office use only: Date Received: 11.20.13 Date Exp: _____

Copies To: _____

PLEASE TYPE OR PRINT NEATLY

Date: 11/20/13

Name (Last, First, Mi): FRAUSTO TERRY

Home Address/PO Box: _____

Contact Phone Number: _____

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

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

Present Employment/Position Held (Optional): Retired

Address/Contact Number of Employer: _____

Professional/ Civic Activities: _____

Education/Professional Experience: I have worked with the boards for a number of years as Town Clerk.

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

Municipal Library Board

Park & Recreation Board

Personnel Advisory Board

Cemetery Board

Board of adjustment

Planning & Zoning Commission

Municipal Property Corporation

Health & Development Services Board

Municipal Utility Administrative Committee

Vendor/Swap Meet/RV Park Municipal Board

Public Safety Retirement Board

Other: _____

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

would like to see the town
develop in a healthy way

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

have worked for the town for 16 years
and would like to continue working
with the boards.

Are you available to attend early morning meetings? YES NO

Are you available to attend lunch meetings? YES NO

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

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

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

Date: 11/20/13

Signature: Cherry Krause