

COUNCIL MEETING AGENDA

TUESDAY, JULY 8, 2014

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
7:00 p.m.**

SPEAKING TO THE COUNCIL

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

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

CELL PHONES AND RECORDING DEVICES

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

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

Est. Time	AGENDA ITEM	COUNCIL ACTION
7:00	CALL TO ORDER OF REGULAR MEETING	
7:00 – 7:05	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>	
7:05 – 7:06	ROLL CALL	
7:06 – 7:07	APPROVAL/AMENDMENT OF AGENDA	Discussion, possible action by MOTION.
7:07 – 7:10	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 37579 - 37600 , totaling \$45,199.32.	Discussion; possible action by MOTION; may be acted upon with single motion.
	1-b.	MINUTES – Consider approval of the minutes of the Special Meeting of June 20, 2014, the Regular Meeting of June 24, 2014 and the Special Meeting of June 30, 2014.	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>	
7:10 – 7:15	2.	MUNICIPAL LIBRARY BOARD APPOINTMENT Discussion and possible action to appoint one regular member, with a term to expire in April 2015, to the Municipal Library Board.	Discussion; possible action by MOTION.
7:15– 7:25	3.	MEMORANDUM OF UNDERSTANDING - Consider ratification of a Memorandum of Understanding (MOU) entered into on June 30, 2014 by and between the Town of Quartzsite and the Western Arizona Council of Governments (WACOG) relating to transportation funding.	Discussion; possible action by MOTION.
7:25 – 7:35	4.	S. SCOTT LANE SEWER LINE EXTENSION BID AWARD - Consider approval of a bid for the S. Scott Lane sewer line extension project to Tri-Suns Engineering, Inc.	Discussion; possible action by MOTION.
7:35 – 7:45	5.	2014 TOWN OF QUARTZSITE GENERAL PLAN UPDATE ADOPTION - Discussion and possible action to approve Resolution 14-04 adopting the 2014 Town of Quartzsite General Plan.	Discussion; possible action by MOTION.

7:45 – 8:00	6.	FINAL DRAFT OF AMENDMENTS TO THE TOWN CODE - Review, discussion and possible action to approve amendments to the Town Code, Chapter 3 Administration, for adoption by ordinance at the next meeting.	Discussion; possible action by MOTION.
8:00 – 8:15	7.	APS FRANCHISE AGREEMENT - Consideration and possible approval of a franchise with Arizona Public Service for the use of Town streets for electric utility purposes and ordering that the question of approval of the franchise by the voters be placed on the November 4, 2014 ballot.	Discussion; possible action by MOTION.
8:15 – 8:25	8.	CHIEF OF POLICE PROCESS - Discussion and direction regarding the interview and hiring process for the position of Chief of Police.	Discussion and direction only.
		COMMUNICATIONS	
8:25 - 8:30	9.	Announcements and Reports from the MAYOR on current events.	
8:30 - 8:35	10.	Announcements and Reports from the COUNCIL on current events.	
8:35 - 8:40	11.	Reports from the TOWN MANAGER to the Council.	
8:40 - 8:55		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>	
8:55		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.

QUARTZSITE PUBLIC LIBRARY
Statistical Report June, 2014

Total Number of Patrons	2,044
Adult Fiction	290
Adult Non Fiction	97
Paperbacks	146
Large Print	70
E-Books	2,216
Arizona Books	7
Foreign Language	1
ILL Sent to other Libraries	0
ILL. Received from other Libraries	0
 TOTAL ADULT BOOKS	 2,827
 Young Adult Fiction	 18
Young Adult Non-Fiction	0
Young Adult Paperback	1
Juvenile Fiction	35
Juvenile Non-Fiction	12
Kids Computer Use	150
Graphic Novel	2
 MISCELLANEOUS	
 Puzzles	 5
DVD	543
VHS	180
CD Audio	58
Audio Cassettes	41
 TOTAL CIRCULATION	 1,045
 Computer Questions	 204
Reference Questions	112
Information	94
Computer Use	443
Caregivers Use	10
Wireless Usage	222
New Patrons Registered	16
Meeting Room Use	69
Donations	761

QUARTZSITE CHILDREN'S LIBRARY
Statistical Report May, 2014

Computer Questions	57
Reference Questions	19
Information	25
Computer Use	150
Wireless Use	15
New Patrons Registered	0
Meeting Room Use	12
Donations	0

Circulation Statistics By Item Report Class : 06/01/2014 to 06/30/2014

Item Report Class	Checked In	Checked Out	Renewed	In-House Use	Booked
000 - 099	3	2	0	0	0
100 - 199	2	3	5	1	0
200 - 299	6	4	2	0	0
300 - 399	9	12	1	4	0
400 - 499	3	2	0	1	0
500 - 599	5	5	0	1	0
600 - 699	18	10	11	1	0
700 - 799	13	18	2	4	0
800 - 899	9	12	6	2	0
900 - 999	28	29	1	5	0
ADV	1	1	0	0	0
Aud	41	40	12	2	0
AZ	8	7	0	0	0
AZ NF	0	0	0	0	0
AZ R	0	0	0	0	0
BC	0	0	0	0	0
Biography	0	1	0	0	0
CD ROM	0	0	0	0	0
CD/AUD	58	52	11	4	0
Christian Fiction	23	24	7	2	0
DVD	543	537	38	30	0
Easy Book	23	18	1	174	0
eBook	1	1	0	0	0
Fiction	176	169	31	23	0
Fiction Large Print	49	51	6	2	0
Fiction Paperback	37	28	8	2	0
French	0	0	0	0	0
Graphic Novel	0	2	0	2	0
J Fiction	25	35	2	250	0
J Non-Fiction	8	12	1	4	0
J PBK	3	3	0	2	0
J Spanish	4	9	2	1	0
Jigsaw puzzle	3	5	1	0	0
L	0	1	0	0	0
Large Print Non-Fiction	1	0	0	0	0
Magazine	0	0	0	0	0
Mystery	78	57	8	8	0
Mystery Large Print	9	10	2	0	0
Mystery Paperback	24	36	3	3	0
Native American	0	0	0	0	0
PHA	0	0	0	0	0
Reference	0	1	0	0	0
Romance	0	0	0	0	0
Romance Paperback	21	23	4	2	0
Science Fiction	26	37	2	5	0
	12	10	1	0	0

Science Fiction					
Paperback					
Spanish	1	1	0	2	0
Undefined	0	0	0	0	0
VHS	149	180	6	5	0
Western	4	3	2	1	0
Western Large Print	9	9	0	0	0
Western Paperback	52	58	13	3	0
YA Fiction	15	18	6	2	0
YA Non-Fiction	0	0	0	0	0
YA Paperback	1	1	0	1	0
Total	1501	1537	195	549	0

One Copy/One User & Metered Access
 Simultaneous Use
 Select Express
 Self-Published
 Purchase Content Credit
 Reports

8

Library statistics

WebsiteStandard and mobile

- Run new report

Collection

From inception through 6/30/2014.

One Copy/One User

Adv. = Advantage, across all Advantage accounts
 Cons. = Consortium

Format	Adv. titles	Adv. copies	Cons. titles	Cons. copies
Audiobook	1	1	803	812
eBook	15	15	4,232	4,294
Total	16	16	5,035	5,106

Metered Access, licensed content

Format	Adv. titles	Adv. licenses	Cons. titles	Cons. licenses
	purchased		purchased	
eBook	20	858	1,251	33,670
Total	20	858	1,251	33,670

Metered Access, expiring content

Format	Adv. titles	Adv. copies	Cons. titles	Cons. copies
Audiobook	0	0	6	6
eBook	0	0	333	338
Total	0	0	339	344

User activity

From 6/1/2014 through 6/30/2014

Unique users with titles checked out: 482

Checkouts

Format	Count
Audiobook	348
eBook	1,868
Total	2,216

Holds

Format	Count
Audiobook	69
eBook	420
Total	489

TOWN OF QUARTZSITE
MONTHLY FEE BOOK TOTALS
MAGISTRATE COURT

MONTH: June 2014

ACCOUNT #	ACCOUNT DESCRIPTION	TOTAL
01-2211	BONDS PAYABLE	
01-2212	MAGISTRATE PAYABLE	8,607.54
01-4410	MUNICIPAL FINES REVENUE	6,316.41
21-4420	LOCAL JCEF REVENUE	35.62
42-4044	COURT ENHANCEMENT	633.15
39-4027	LAW ENFORCEMENT REVENUE	232.81
01-4105	PUBLIC SAFETY RECOVERY	271.80
TOTAL		\$16,097.33

SIGNATURE _____
 Prepared by: Don Calahan A. Kelly

MAGISTRATE ACTIVITY REPORT

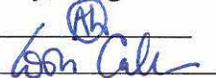
MONTH OF JUNE 2014

	Prior Month	Current Month
Civil Traffic Action Filed	41	28
Criminal Traffic Action Filed	5	8
Misdemeanor Cases Filed	8	0
Initial Appearances Handled	10	13
Trials and Pre-Trials Held	17	12
Civil Traffic Closings	37	51
Criminal Traffic Closings	7	6
Misdemeanor Cases Closed	13	3
Warrants Issued	27	1
Warrants Closed	10	2
Harassment or Orders of Protection	0	0
Revenue generated by Court	\$5,556.35	\$7,489.79
Total Collected	\$11,830.72	\$16,097.33

Amanda Lilly, Magistrate

Signature

Preparer:





TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, July 8, 2014

Agenda Item #1-a. Consider approval of check series 37579 - 37600, totaling \$45,199.32.

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: Skylor Miller, Town Manager

Attachment: Ledger of Accounts Paid: check series 37579 - 37600.

Action Requested: Motion to approve the Ledger of Accounts Paid; check series 37579 - 37600.

**Quartzsite Town Council Meeting of
JULY 8, 2014
Check Register/ Revenue/ Consent Agenda**

Horizon Community Bank- Begin Check #37579-37600

Balances on all cash accounts as of July 3, 2014

Checking Account	\$	2,381,400.01
LGIP Account	\$	694,081.65
WIFA Debt Reserve Account	\$	201,167.97

Total Expensed Dollar Amount for Consent Agenda	\$	106,280.63
Total Payroll for Pay Period Ending 06/21/2014	\$	61,081.31
YTD Total Revenue Dollar Amount for Consent Agenda	\$	1,630,375.20
YTD Total Sewer Cap Revenue as of 07/03/14	\$	3,252.72
YTD Total Sewer Sales Revenue as of 07/03/14	\$	927,761.73
YTD Total Water Cap Revenue as of 07/03/14	\$	5,371.44
YTD Total Water Sales Revenue as of 07/03/14	\$	693,989.31

Report Criteria:

Report type: GL detail

Check Check Number = 37579-37600

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
37595						
06/26/14	37595	Ace Uniforms	181.69	Uniform Allowance - F. Garcia	01-140-5019	181.69
Total 37595:			181.69			
37596						
06/26/14	37596	APS	40.15	Electric Service	16-550-5048	40.15
06/26/14	37596	APS	7,503.96	Electric Service	16-550-5048	7,503.96
06/26/14	37596	APS	365.57	Electric Service	03-220-5048	365.57
06/26/14	37596	APS	1,086.59	Electric Service	01-140-5048	1,086.59
06/26/14	37596	APS	5,009.81	Electric Service	15-500-5048	5,009.81
06/26/14	37596	APS	55.00	Electric Service	03-220-5049	55.00
06/26/14	37596	APS	135.47	Electric Service	01-180-5048	135.47
06/26/14	37596	APS	141.27	Electric Service	01-180-5048	141.27
06/26/14	37596	APS	1,406.24	Electric Service	01-130-5048	1,406.24
06/26/14	37596	APS	511.36	Electric Service	01-170-5048	511.36
06/26/14	37596	APS	255.68	Electric Service	01-150-5048	255.68
06/26/14	37596	APS	383.52	Electric Service for Street Light	01-185-5048	383.52
06/26/14	37596	APS	548.51	Electric Service	16-550-5048	548.51
06/26/14	37596	APS	32.98	Electric Service	03-220-5049	32.98
06/26/14	37596	APS	38.51	Electric Service	03-220-5049	38.51
06/26/14	37596	APS	38.03	Electric Service	03-220-5049	38.03
06/26/14	37596	APS	36.16	Electric Service	03-220-5049	36.16
06/26/14	37596	APS	77.26	Electric Service	03-220-5049	77.26
06/26/14	37596	APS	91.21	Electric Service	03-220-5049	91.21
06/26/14	37596	APS	132.93	Electric Service	03-220-5049	132.93
06/26/14	37596	APS	143.96	Electric Service	03-220-5049	143.96
06/26/14	37596	APS	69.15	Electric Service	01-180-5048	69.15
06/26/14	37596	APS	784.17	Electric Service	01-185-5048	784.17
Total 37596:			18,887.49			
37597						
06/26/14	37597	ClassicPlan Premium Fina	1,017.78	Liability Insurance	01-185-5046	1,017.78
06/26/14	37597	ClassicPlan Premium Fina	2,035.55	Liability Insurance	01-130-5046	2,035.55
06/26/14	37597	ClassicPlan Premium Fina	4,834.41	Liability Insurance	01-140-5046	4,834.41
06/26/14	37597	ClassicPlan Premium Fina	763.33	Liability Insurance	01-150-5046	763.33
06/26/14	37597	ClassicPlan Premium Fina	763.33	Liability Insurance	01-170-5046	763.33
06/26/14	37597	ClassicPlan Premium Fina	9,414.39	Liability Insurance	03-220-5046	9,414.39
06/26/14	37597	ClassicPlan Premium Fina	1,272.22	Liability Insurance	01-230-5046	1,272.22
06/26/14	37597	ClassicPlan Premium Fina	3,053.31	Liability Insurance	15-500-5046	3,053.31
06/26/14	37597	ClassicPlan Premium Fina	2,289.99	Liability Insurance	16-550-5046	2,289.99
Total 37597:			25,444.31			
37598						
06/26/14	37598	Diamond Manufacturing, In	29.75	Keys for 2 Fare Boxes	01-230-5035	29.75
Total 37598:			29.75			
37599						
06/26/14	37599	Petty Cash	18.00	Water & Candies	01-110-5022	18.00

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
06/26/14	37599	Petty Cash	10.00	Water	01-110-5022	10.00
06/26/14	37599	Petty Cash	4.95	Cleaning Supplies	01-130-5021	4.95
06/26/14	37599	Petty Cash	9.00	Workshop-A. Daniel	01-110-5043	9.00
06/26/14	37599	Petty Cash	9.00	Workshop-A. Daniel	01-130-5043	9.00
06/26/14	37599	Petty Cash	6.00	Candies	01-110-5022	6.00
06/26/14	37599	Petty Cash	17.00	Water & Candies	01-110-5022	17.00
06/26/14	37599	Petty Cash	18.00	Excel Training-T. Abriani	01-130-5043	18.00
06/26/14	37599	Petty Cash	26.00	GFOAZ Training-K. Tunnell	01-130-5043	26.00
06/26/14	37599	Petty Cash	13.95	Money Order for fingerprints-S. Miller	01-130-5035	13.95
06/26/14	37599	Petty Cash	4.65	Money Order for fingerprints-S. Miller	03-220-5035	4.65
06/26/14	37599	Petty Cash	2.33	Money Order for fingerprints-S. Miller	15-500-5035	2.33
06/26/14	37599	Petty Cash	2.33	Money Order for fingerprints-S. Miller	16-550-5022	2.33
06/26/14	37599	Petty Cash	15.00	Wash & Vac TM vehicle	01-130-5035	15.00
06/26/14	37599	Petty Cash	5.00	Wash & Vac TM vehicle	03-220-5035	5.00
06/26/14	37599	Petty Cash	2.50	Wash & Vac TM vehicle	15-500-5035	2.50
06/26/14	37599	Petty Cash	2.50	Wash & Vac TM vehicle	16-550-5022	2.50
06/26/14	37599	Petty Cash	11.80	Postage to ABM	01-160-5042	11.80
06/26/14	37599	Petty Cash	18.00	Excel Training-J. Collier	01-230-5043	18.00
06/26/14	37599	Petty Cash	5.58	3 Keys for transit	01-230-5060	5.58
06/26/14	37599	Petty Cash	25.00	Wacog Meeting	03-220-5043	25.00
06/26/14	37599	Petty Cash	15.60	Propane for equipment	03-220-5040	15.60
06/26/14	37599	Petty Cash	4.00	Title for PW Truck	03-220-5022	4.00
06/26/14	37599	Petty Cash	11.63	Money Order for fingerprints - M. Castellanos	15-500-5035	11.63
06/26/14	37599	Petty Cash	11.62	Money Order for fingerprints-S. Miller	16-550-5035	11.62
06/26/14	37599	Petty Cash	40.98	8x10 flat black plate - Schultz	01-140-5022	40.98
06/26/14	37599	Petty Cash	11.69	Postage to ABM	01-140-5042	11.69
06/26/14	37599	Petty Cash	31.50	Candy for Law Day	01-000-4029	31.50
06/26/14	37599	Petty Cash	4.50	Ice for Law Deposit	01-000-4029	4.50
06/26/14	37599	Petty Cash	18.00	Training for T. Rider	01-140-5043	18.00
06/26/14	37599	Petty Cash	21.74	Office Supplies	01-140-5021	21.74
06/26/14	37599	Petty Cash	44.25	Postage to ABM	01-140-5042	44.25
06/26/14	37599	Petty Cash	.75	Office Supplies	01-140-5022	.75
06/26/14	37599	Petty Cash	.31	Over in pett cash	01-000-4101	.31
Total 37599:			<u>442.54</u>			
37600						
06/26/14	37600	Universal Police Supply Co	212.92	Uniform Allowance - H. Tanakeyoma	01-140-5019	212.92
Total 37600:			<u>212.92</u>			
Grand Totals:			<u>45,198.70</u>			
Grand Totals:			<u>45,199.32</u>	<u>45,199.32-</u>	<u>.00</u>	

Report Criteria:

Report type: GL detail

Check Check Number = 37579-37600



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, July 8, 2014

Agenda Item #1-b. Consider approval of the minutes of the Special Meeting of June 20, 2014, the Regular Meeting of June 24, 2014 and the Special Meeting of June 30, 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 Special Meeting of June 20, 2014, the Regular Meeting of June 24, 2014 and the Special Meeting of June 30, 2014.

Action Requested: Motion to approve the minutes of the Special Meeting of June 20, 2014, the Regular Meeting of June 24, 2014 and the Special Meeting of June 30, 2014.

MINUTES
TOWN OF QUARTZSITE
SPECIAL MEETING OF THE COMMON COUNCIL
FRIDAY, JUNE 20, 2014, 3:30 PM

CALL TO ORDER: 3:30 p.m. by Mayor Foster

INVOCATION: Prayer offered by Audrey Berger.

PLEDGE OF ALLEGIANCE: Led by Council Member Orgeron

ROLL CALL:

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

STAFF PRESENT: Skylor Miller, Town Manager; Tina Abriani, Town Clerk; Susan Goodwin and Patricia Ronan, Town Attorneys, appeared telephonically.

APPROVAL/AMENDMENT OF AGENDA: Vice Mayor Jewitt moved to accept the agenda as presented and Council Member Crooks seconded the motion. The vote was unanimous. **Motion Passed.**

ADMINISTRATIVE ITEMS:

1. **LITIGATION AND SEWER IMPROVEMENT DISCUSSION** – The Town Attorney will provide an update in the matter of Foster v. Quartzsite, et al., CV2013-00115. The Town Council will discuss the memorandum of June 18, 2014, a summary of meetings with Town staff, USDA and WIFA which occurred on June 11, 2014, submitted by the Town Manager and implications of same. Discussion of the impacts of the case on water treatment plant improvements, potential solar projects and economic growth in the Town.

The Mayor recused himself from the discussion. He stated he is a party to the litigation and should not be part of the discussion.

The Mayor submitted a letter to Town Manager Miller, dated June 20, 2014, to be read into the record.

Town Manager Miller read the Mayor's letter into the record. The letter stated its purpose is to clarify the Mayor's position on the litigation over the wastewater treatment plant loan. In the letter, the Mayor advises his opposition is not to the project or the loan, but to the rate structure that has been applied to repay the loan. The letter goes on to say the Mayor offered an alternative method of repayment that would lessen the impact on the utility customers, as well as asking for a complete review of the expenses of the utility department in an attempt to determine if there are any ways to reduce the

cost of operation. The letter closes with the statement that no serious consideration was given to his requests.

Council Member Timberlake noted the Mayor's letter was written on Town letterhead. She stated the Mayor was instructed not to write on Town letterhead.

Council Member Crooks directed Town Manager Miller to check with the attorneys regarding the illegal use of the Town's letterhead.

Attorney Patricia Ronan, via telephone, then spoke regarding the litigation in the matter of *Foster v. Quartzsite*. She clarified that the litigation is about the scope of mayoral powers. Specifically, the litigation stems from an emergency resolution that was passed last December. Six members of the Council voted for it and the Mayor voted against it. The Mayor believes, pursuant to Article 9 of the Arizona Revised Statutes, that he has authority to veto emergency measures and other resolutions. The Superior Court in Lake Havasu City, Arizona, disagreed with the Mayor and dismissed the entire case.

The Mayor has since appealed, arguing that he does have a veto right. Attorney Ronan said the emergency measure was passed by the majority of the Council and met all other legal requirements for an emergency measure. Under the legal requirements, the resolution should have become effective immediately; but for the issue of who has to sign the emergency measure. The Vice Mayor signed the emergency measure before a Temporary Restraining Order was served. The emergency measure dealt with the USDA grant and loan, which would allow funding for the expansion of the wastewater treatment plant.

Attorney Ronan said the emergency measure did not deal with rates. The Mayor may withdraw the appeal. The reason the wastewater treatment project is being stalled is because, until there is a final decision from the Court, or until the Mayor withdraws his appeal, the USDA and WIFA will not allow the Town to draw upon the funds, because there is pending litigation.

Council Member Crooks asked for clarification on an emergency measure that was passed by six members of the Council. She asked if the emergency basis made the referendum null and void because an emergency measure is referendum-proof. Town Attorney Ronan stated that was correct.

Town Attorney Ronan concluded the overview of the litigation and its connection with the wastewater treatment plant issue.

Town Manager Miller read the memorandum he wrote to the Mayor and the Town Council into the record. It included a summary of meetings, between the Town of Quartzsite, and the USDA and the Town and WIFA, which occurred on June 11, 2014.

USDA representatives acknowledged that the loan and matching grant had taken years to coordinate. They stated the ongoing litigation of *Foster v. Quartzsite* has prevented the loan agreement transaction from closing and that until the litigation is resolved, the

USDA loan cannot be closed. WIFA representatives made it clear that, no funds will be released, as long as the *Foster v. Quartzsite* litigation is pending.

Vice Mayor Jewitt asked the attorneys if the people taking continuous recordings of the meetings from the front row were permitted to do so.

Attorney Ronan stated if those recording the meeting are not disrupting the meeting, they may continue to record.

Town Manager Miller read the summary portion of the memorandum:

1. The Town is seen as a weak project partner by WIFA because of the litigation.
2. WIFA will not encourage or otherwise fund any projects with Quartzsite while the litigation continues.
3. WIFA is unlikely to fund or participate in future projects with Quartzsite if the wastewater treatment plant project fails.
4. WIFA will withdraw the funds in two years if the project is not complete.
5. USDA is not going to provide any further grant money for the project, despite the rising costs.
6. WIFA will require a second application to provide any additional loans for the project to cover the rising costs. Success in obtaining additional loans will be heavily dependent on the Town's ability to show strong leadership and successfully moving the existing project forward.
7. Even projects with unanimous Council support, strong community support, excellent managerial oversight, significant cost-saving opportunity, energy efficiency and positive environmental impact are unlikely to receive any WIFA support unless the wastewater treatment project (WWTP) proceeds and succeeds.
8. Due to continued rising costs in construction, the delay in the construction for the WWTP will create further challenges to our rate structure. The additional cost most likely will be funded through WIFA for a shorter term (20 years) than USDA provides (40 years). In addition, we continue to see significant deterioration in the WWTP infrastructure that will require capital expenditures in the near future. These expenditures, once completed, will no longer be available for grant reimbursement and will be funded solely by loans, if possible.

Vice Mayor Jewitt asked the attorneys where the Council proceeds from this point. Town Attorney Ronan explained the item on the agenda allows discussion of the litigation, the implications of the memorandum and direction to staff.

Council Member Timberlake asked that the matter be opened for public discussion.

Vice Mayor Jewitt replied that the Council should discuss the item first and then open it for public discussion.

Council Member Crooks asked, since the Mayor did file an appeal, what is the expectation of how long the appeal process will take in court.

Attorney Ronan replied that the appeal will be fully briefed by mid-August, 2014. Either party may seek leave to have oral arguments, which would be granted or denied by the Court and will be scheduled by the Court of Appeals in Phoenix. It typically takes six to nine months for the Court of Appeals to have a ruling.

Council Member Crooks said the Town cannot possibly meet any of the deadlines.

Council Member Crooks stated, to date, this litigation has already cost the Town \$17,600. She asked the attorneys for a brief analysis of what the appeal process will additionally cost the Town.

Town Attorney Ronan advised it could range from half of what has already been spent to an equivalent of what has already been spent. This was only a rough estimate.

Council Member Kelley stated the Council heard that the reason for the litigation is that the Mayor didn't know from where the loan was coming. After that was clarified, a list of demands was presented to the Council, to drop the litigation. Council Member Kelley stated the sewer rates had to be raised as they were not raised in past years.

Vice Mayor Jewitt stated the rates do need to be adjusted. The sewer treatment system and the water system, under Arizona law, are to be self-supporting and they have not been.

Council Member Timberlake read aloud one paragraph from Town Manager Miller's memorandum: "The Town Attorney said the Town took the project so seriously that six of the seven members of Council approved it on an emergency basis. The litigation is not about the project per se, but instead about the Mayor's authority to veto the emergency measure." She asked the attorneys if what she read is correct.

Town Attorney Ronan replied, yes.

Vice Mayor Jewitt asked the attorneys what the Council can do about the situation.

Town Attorney Goodwin advised the attorneys know of no way out of the situation other than to resolve the litigation.

Town Attorney Ronan stated the Mayor made a settlement offer that was rejected.

Town Attorney Ronan stated the Mayor could withdraw the appeal or withdraw his position that he would veto this specific emergency measure. If he took either position, it would allow the Town to move forward today.

Council Member Kelley asked if the Mayor's settlement offer could be made available to the public.

Mr. Miller excused himself from the meeting to get a copy of the settlement offer made by Mayor Foster.

Vice Mayor Jewitt advised the copies of the settlement offer are being made for the members of the public.

Council Member Crooks asked the attorneys if Mayor Foster's settlement offer could be read into the record.

Council Member Scott asked if other projects are on hold because of what is seen as instability of the Town's government.

Town Manager Miller replied ADEQ has set a capacity limitation for the Town. Some projects can be done. The wastewater treatment plant is a lynchpin for future development for the Town. So, if the Town cannot get this done in a timely manner, the Town is looking at some serious implications.

Town Manager Miller explained why the memorandum and the meeting came to be. He stated that he took the opportunity to meet with Town staff, the USDA and WIFA to get himself up to speed with the situation and to get everyone on the same page. Based on the information received, he felt it warranted a memo to the Town Council. Town Manager Miller went on to explain that several members of the Town Council have concerns regarding this matter and that is why the meeting is being held.

Vice Mayor Jewitt asked Town Attorney Goodwin if the settlement offer could be read into the record.

Attorney Goodwin replied, yes.

Vice Mayor Jewitt read aloud Mayor Foster's letter regarding an Offer of Settlement, dated April 9, 2014.

The letter conveyed that in exchange for the Town of Quartzsite's agreement to the following, the Mayor will withdraw his veto and dismiss the appeal:

1. Vote to abolish the Quartzsite Police Department.
2. Enter into an Intergovernmental Agreement with the La Paz County Sheriff's Office to provide a Quartzsite Metro Squad to patrol Quartzsite, saving the Town approximately \$500,000 per year.

3. Dedicate the funds saved by abolishing the Quartzsite Police Department to the HURF loan and the prospective USDA loan for a period of six years.
4. Agree that the sewer rates be restructured to be based strictly on a volumetric rate based on water usage.
5. Payment of Mayor Foster's legal fees and costs in full.

The settlement offer stated its expiration date was Friday, April 25, 2014 at 5:00 p.m. and was signed by the Mayor's attorney, Julie LaBenz of Churchill and LaBenz.

Council Member Timberlake noted that the \$500,000 per year cost savings does not include what the Town would have to pay La Paz County for services in Quartzsite.

Council Member Kelley noted La Paz County's response time is known in Quartzsite. She asked why the Town would do away with a good thing, its own police force.

Council Member Orgeron stated what the Town is looking at is about the veto power and leads to the water and sewer revitalization. He asked what abolishing the Police Department has to do with that.

Council Member Timberlake stated there is no way around raising the rates.

Council Member Kelley moved to open the item to public discussion and **Council Member Timberlake seconded** the motion. The vote was unanimous. Motion Passed.

Joyce Snyder stated she has lived in Quartzsite since 1980. She said, as far abolishing the law enforcement, it took an hour and a half to get help in the past, before Quartzsite had a police department. She can't see how stopping this project can help anything.

Douglas Gilford addressed the Council saying he would like more facts and less hearsay from the Council Members.

Norm Simpson, resident and business owner, assured the Council that the RV Park owners want to get the situation resolved as badly as the Council does. He stated his sewer rates went up about 300% three years ago. He asked the Council what happens if the parks cap their sewer connections.

Elmer London, resident and property owner stated he wants to see the Town move forward, not backward. He resents the fact that the Mayor says the majority of the citizens of Quartzsite are opposed to this. He does not believe that. He stated he wants to be the first one to say, "Let's ask for his resignation."

Jenny Mills, owner of Al's RV Park, stated that going from a 255 horsepower system of a one leach field, one bed system to a two unit system that will produce a 190 horsepower system. This is 65 horsepower less than we have now. She expressed

concern over what will happen when the Town grows and it has such low horsepower to support more sewage.

Vice Mayor Jewitt, stated the horsepower was put in twenty years ago, when the plant was built. The upgraded sewer treatment plant splits the giant treatment lagoon into two separate ones.

Town Manager Miller stated the proposed system will be energy efficient. It will add capacity at a reduced horsepower amount. Capacity with the proposed system would almost double.

Council Member Timberlake noted the new system allows for repairs in the off season because the Town is only using half of it at a time.

Marilyn McFate stated she worked for the Sheriff's Department. She compared the experience of Quartzsite residents now to when they waited for the Sheriff's Department to respond to calls. She stated people feel far more secure with this Police Department because they will arrive quickly. She stated people were hurt, raped or killed because they had to wait for help.

Pam Kasby moved to Quartzsite a year ago from Three Dreamers RV Park, out of Brenda. One of the main reasons she came to Quartzsite was because of the lack of help from the Police Department available in her area. She asked why we are not letting the Council and the Town Manager do their job and asked, "Is the Mayor God, does he have one word, and then everything shuts down?"

Council Member Timberlake responded the people always have a right and they always have control over their elected officials through the recall process and voting.

Jennifer Jones, resident, stated that it was the Council Members and not the Mayor who caused the litigation. She stated the Council should have let the loan agreement go to a voter referendum and let the people show what they think of the matter. She spoke regarding legal fees used to sue the County over the task force; the billable hours for the Town Engineer, whom she said is legally responsible for the state of the water and wastewater systems, to meet with the USDA or WIFA, and to file an amended 208 Plan, which she stated the Town Engineer has not done. She said the memorandum summarizing the meetings with Town staff and USDA and WIFA contained numerous false statements. She also spoke about WIFA loan documents.

Barbara Cowell, resident since 1969, a property owner and former Council Member, stated this is about the Mayor. When she was on the Council, they formed an ad hoc committee because of the Mayor's continuous disregard for the law of the Town. She thinks something should be done to rectify his position, either by voting him down or silencing him through legal proceedings. She advised that people say to her, as a real estate agent, that they would love to buy property in Quartzsite; but, they are scared of the politics.

Bert Day stated the settlement letter from the Mayor's lawyer is strictly blackmail by the Mayor to get his way. She advised the Town definitely needs to keep the Police Department here in Town.

Terry Frausto, citizen of the community, stated, from the paperwork presented, that she sees someone focused on himself and not the community. She sees someone blackmailing the Town and Council and every person in the Town that is a voter. She said it is oppression and people are afraid of retribution, such as being put on his website.

Jeff Gilbert resident and former Chief of Police, stated it was nice to hear the community still supports the Police Department. He spoke regarding the incident in which the Mayor of San Marino threw a bag of dog excrement into his neighbor's walkway earlier this month and was caught on video. That Mayor later apologized and resigned. Jeff Gilbert directed his next comments to the Mayor: stop throwing your bags of dog excrement, apologize, resign and take responsibility for your actions or role up your sewer hose and leave Town the same way you came in.

Jean Winters, resident since 1997, RV park owner, stated there was never a ten-year sewer freeze. She said her sewer rates have always gone up. She explained the reason the RV park owners having backed Mayor Foster is that the Council could not come up with an economical way for the RV parks to support this loan. She went on to say the RV park owners do not mind paying their share; but, when their profits decreased to the point where they had no revenue they got upset. She stated it is the residents of the Town that will foot the bill, not the RV parks and not the snowbirds because they are leaving. She stated no one has asked to talk to the RV park owners and view their facts.

Michael Peyonga, resident in the Arroyos, here for three years, stated the issue is the lawsuit and what can be done about it. He said you do not dance with the devil and that is what the Town is dealing with here. He spoke to the RV park owners and advised that they made a bad choice in supporting Mr. Foster because they thought he could resolve their problems, but he does not have a solution. He said all the money the Town has had to spent over the years, could have been spent wisely on marketing this Town for the RV owners. He advised the boomtowns in Canada and North Dakota are selling many RVs. He stated the RV owners backed the wrong guy because there is no revenue without water.

Elmer London spoke again. He stated the people come here because of the sunshine and the warm winters. They have to go somewhere for that or start a new town.

Terry Frausto spoke again. She said the problem is the way it has come about; we can do this peacefully with the RV parks; it was not necessary to do this. She said it was the wrong way to approach it, with anger and a lawsuit.

Jennifer Jones spoke again. She stated there is a way to finance this since the Council is clearly at an impasse. She advised that the Mayor made an offer to settle and the

Council made no counteroffer and no good faith effort to negotiate. She explained the Town could float a bond initiative, where the people would vote on it, to pay to upgrade and expand the system. She suggested that the Council wait for the election by which the people will speak about what they want.

Helen Peyonga, resident for about three years in Quartzsite, stated the main problem she has seen is the infighting that has occurred. She said that it has impacted the business here, the school she teaches at and every relationship she has seen in this Town. She advised that everyone is forgetting what our founding father, George Washington, lived by, "I do not ascribe evil motives to anyone." No progress will be made if everyone continues to accuse and point fingers.

Council Member Crooks, after hearing the displeasure of the residents, asked the attorneys if, realistically, the Town has the ability to charge the Mayor with nonfeasance or malfeasance.

Town Attorney Goodwin responded by stating no law that has been broken. A general law city does not have the ability to impeach an elected official. The remedy is a recall, if there is a desire to remove an elected official.

Council Member Kelley asked if at this time recall is the only answer the Council has. Vice Mayor Jewitt replied, at this time, yes; that is what the attorney said.

Town Manager Miller stated in his memorandum that staff would be seeking direction from Council as to the appropriate direction for solar projects in the future. It will be an agenda item in the future.

Council Member Crooks asked that this Special Meeting Item to be put on the Regular Council Meeting Agenda for next Tuesday, June 24, 2014. She explained the reason for her request is that residents that were unable to attend the daytime meeting may be able to attend the evening meeting.

Council Member Timberlake referenced the Mayor's letter on Town letterhead, that is illegal, by noting that it stated the majority of the citizens of Quartzsite are opposed to the project. She advised that is not what she heard from the majority of the citizens in the audience.

Council Member Crooks and Council Member Timberlake asked the matter of Mayor Foster using Town letterhead be reviewed.

Council Member Orgeron moved to adjourn and Council Member Crooks seconded the motion.

Vice Mayor Jewitt thanked everyone out in the general public area for making their voice heard.

ADJOURNMENT: 5:06 p.m.

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of June 20, 2014, of the Town Council of Quartzsite, Arizona, held on June 20, 2014.

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

DATED this 8th day of July 2014

Tina M. Abriani, Town Clerk

On behalf of the Common Council

Approved:

Michael Jewitt, Vice Mayor

DRAFT

MINUTES
TOWN OF QUARTZSITE
REGULAR MEETING OF THE COMMON COUNCIL
TUESDAY, JUNE 24, 2014, 7:00 PM

CALL TO ORDER: 7:00 p.m.

INVOCATION: Audrey Berger gave the prayer.

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 appeared telephonically.

Guests: Erika Miller, Vice President of Stifel, Nicolaus & Co., Inc., appeared telephonically; Jon Owen of Ed Options appeared in person.

STAFF PRESENT: Skylor Miller, Town Manager; Susan Goodwin, Town Attorney; Tina Abriani, Town Clerk

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

CONSENT AGENDA:

- 1a. **LEDGER OF ACCOUNTS PAID – Consider approval of check series 37479 - 37578, totaling \$88,285.12.**
- 1b. **MINUTES – Consider approval of the minutes of the Regular Meeting of June 10, 2014.**

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

ADMINISTRATIVE ITEMS:

2. **REFUNDING OF EXCISE TAX REVENUE OBLIGATIONS – Consideration and possible adoption of a resolution approving the sale and execution and delivery of excise tax revenue refunding obligations evidencing a proportionate interest of the owners thereof in a purchase agreement from the town; approving the form and authorizing the execution and delivery of such purchase agreement and other necessary agreements for such sale; delegating authority to determine certain matters and terms with respect to**

the foregoing; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution and declaring an emergency.

Town Manager Miller telephoned Erika Miller, Vice President of Stifel, Nicolaus & Co., Inc., to ask her to explain the matter in greater detail.

Ms. Miller stated these bonds are going to replace the bonds that were originally issued in 2004. The Series 2014 Obligations are being executed and delivered to refund in advance of maturity \$655,000 in aggregate principal amount of the Series 2004 Obligations of the Town.

The refunding of the Series 2004 Obligations will result in a net present values debt service savings to the Town of nearly \$54,000. By refunding the Series 2004 Obligations, the money in the debt service reserve fund associated with the Series 2004 Obligations will be released, a portion of which will be used by the Town to finance improvements for the Love's Sewer Line.

The Series 2014 Obligations will be secured by a pledge of and first lien on the revenues from the Excise Taxes of the Town on a parity with the Town's payment obligations pursuant to a Loan Repayment Agreement, dated as a November 1, 2006 between the Town and the Greater Arizona Development Authority (the "Loan Repayment Agreement"), and "Parity Lien Obligations" that may be hereafter issued on a parity with that and with the Series 2014 Obligations.

If the Council approves this measure, they will move forward with the closing date of July 21, 2014.

Town Manager Miller advised, in order to close on this, a motion to adopt a resolution approving the sale and execution and delivery of the excise tax revenue is required.

Town Attorney Goodwin advised that the resolution has an emergency clause that will require six votes. She stated this measure was necessary to get the low interest rate.

Vice Mayor Jewitt moved to approve the resolution authorizing the refinancing of the 2004 bond issue for a reissue dated 2014. **Council Member Kelley seconded** the motion. Vice Mayor Jewitt then added, 'with an emergency clause and subject to the terms that we have in front of us'.

Vice Mayor Jewitt withdrew his motion. **Council Member Kelley withdrew** her second to the motion.

Council Member Orgeron moved to adopt the resolution approving the sale and execution and delivery of excise tax revenue refunding obligations evidencing a proportionate interest of the owners thereof in a purchase agreement from the Town; approving the form and authorizing the execution and delivery of such purchase agreement and other necessary agreements for such sale; delegating authority to

determine certain matters and terms with respect to the foregoing; authorizing the taking of all other actions necessary to the consummation of the of the transactions contemplated by this resolution and declaring an emergency.

Council Member Kelley seconded the motion.

ROLL CALL VOTE: Motion Passed. Vote: Motion carried by unanimous roll call vote (summary: Yes = 7).

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

3. ED OPTIONS MEMORANDUM OF UNDERSTANDING - Discussion and possible action regarding a modification to the annual lease payments provided by the Memorandum of Understanding (MOU) between the Town of Quartzsite, AZ and the Educational Options Foundation (Ed Options).

Council Member Orgeron recused himself as Ed Options is his employer.

Town Manager Miller stated this is a proposal brought to the Town by Ed Options to discuss a modification of their annual lease agreement, the Memorandum of Understanding they have with the Town of Quartzsite.

Jon Owen of Ed Options, stated he is here to ask the Town Council to keep the current rent price in place. He advised the Council that the school has been quite successful lately and is doing great in terms of graduation rates and test scores.

Mr. Owen passed out a document to the Council. It was a list of eight cities' AIMS Math pass percentages, as well as the State average, and Quartzsite had the highest percentage.

Mr. Owen explained the reason he is asking the rent to stay the same is that they will probably lose money at this site. The school is not going to close, regardless to the decision. Keeping the rent steady will help the school to expand, in the future, to possibly include more staff, the addition of the seventh and eighth grades; and a sports program.

Council Member Scott asked Mr. Owen if they will need to request reduced rent next year. She also asked about the school's attendance.

Mr. Owen replied that the company, as a whole, is very healthy, and he does not plan to cut staff. He advised that attendance went up significantly from the first year and anticipates a reduction for next year. He advised that he has no official figures until September 1, 2014; but, he estimates there were 26 children in the first year of the school and 41 children this year.

Mr. Owen and the Council discussed how much funding the State provides for each student. Mr. Owen advised that the State pays approximately \$5.19 per hour for up to

nine hundred hours per child. Mr. Owen explained that funding applies, unless the student attends another school in Arizona, then the funding would be split with the other school.

Council Member Timberlake asked questions of Mr. Owen regarding the AIMS scores being embargoed until August 2014. Mr. Owen advised the list contained this year's AIMS scores and that he could release them, as long as they are not individual student scores.

Vice Mayor Jewitt asked if there was a marketing plan to try to sell this school to the general public, instead of having the students bussed up to Salome. Mr. Owens replied, yes, he wants to advertise the scores soon. Mr. Owen stated that due to the embargo on the scores until August 2014, they could not advertise them.

Council Member Scott stated that Ed Options is a business and is asking the taxpayers to help out. She explained that since it is for the children, she is looking into maybe reducing the rent this year and wants to know more information about the school's finances for next year.

Mr. Owen stated the school is not getting 900 hours of attendance from each student. He advised that sometimes they only get sixty or seventy hours.

Town Manager Miller advised that Ed Options is a 501c3 non-profit organization and confirmed it is only leasing the land.

The Mayor requested quarterly reports from Ed Options. He would like to see the number of students and the hours of attendance. He is looking to see how the school is doing in advance of next year's rent payment increase. The Mayor thought some things could be done in the community if the school needs help next year.

Council Member Crooks moved to consider action to modify the lease payment terms of the Memorandum of Understanding between the Town of Quartzsite and the Educational Options Foundation.

Council Member Scott said she would have to vote nay on that motion. She went on to state she would consider a reduction for this year.

Council Member Crooks withdrew her motion.

Council Member Scott moved to modify the lease payment for the year 2014 - 2015 to \$6,000 and quarterly reports be submitted to the Town Manager to get to the Council on attendance. Vice Mayor Jewitt seconded the motion. The vote was unanimous. Motion Passed.

4. LITIGATION AND SEWER IMPROVEMENT DISCUSSION – The Town Attorney will provide an update in the matter of Foster v. Quartzsite, et al., CV2013-00115. The Town Council will discuss the memorandum of June

18, 2014, a summary of meetings with Town staff, USDA and WIFA which occurred on June 11, 2014, submitted by the Town Manager and implications of same. Discussion of the impacts of the case on water treatment plant improvements, potential solar projects and economic growth in the Town.

The Mayor stated Item #4 will be held until the end of the meeting because he must recuse himself from that item. (See Item #4 after Item #8.)

5. FINAL DRAFT OF AMENDMENTS TO THE TOWN CODE - Review, discussion and possible adoption of an ordinance adopting by reference amendments to the Town Code, Chapter 3 Administration.

Town Manager Miller stated this is a revisiting of the issue of modifying Chapter 3 of the Town Code. It was previously reviewed by the Council with Town Attorney Ronan.

Attorney Goodwin asked if there are any specific questions.

Council Member Scott stated there is a spelling error in 3-2-4, page 2. She stated the main purpose of this review of the chapter, was that there were many inconsistencies and discrepancies in the existing Chapter 3.

Council Member Scott noted in 3-2-1, Town Manager, E. 1, the Town Manager may 'suspend or remove all officers and employees of the town not appointed by the Council'.

Town Attorney Goodwin asked Council Member Scott if she would like 3-2-1 E. 1 to be revised to say that if the appointment required concurrence of the Council, then the removal would require the concurrence of the Council.

Council Member Scott noted her concern regarding the Town Code listing the Town Attorney as being responsible for prosecuting cases for the Magistrate Court. She stated that should be stricken and new sections added that will say the Town Manager appoints, with concurrence of Council, a prosecutor and defense attorney.

The Mayor stated the matter is tabled and staff is directed to make the suggested changes.

6. DISCUSSION OF RECALL PROCEDURES - Presentation from Town Attorney regarding recall petition and election procedures and requirements.

Town Attorney Goodwin stated this presentation was requested in order to describe the procedures for the recall petition and election process. She stated the Town Manager and the Town Attorney do not get involved with Council politics; they try to remain neutral.

The Town Attorney only provides legal advice to the Town Clerk and the Town Manager during this process and is for informational purposes only. The presentation is not intended to be legal advice. It is intended to present State statutes regarding the recall process. Anyone that wants to either run for office, or circulate a petition, should obtain their own legal advice.

Any elected official may be recalled from office in Arizona. (Arizona Constitution, Art. VIII) State law establishes the process, rights of parties, obligations of election officials and timing of the recall election. (A.R.S. § 19-201, et seq.)

Steps in the recall process are: 1. recall petition; 2. certification of recall; 3. notice to elected official; 4. calling of recall election; 5. petitions for recall candidates; 6. election.

1. Recall Petition

- The number of signatures to recall an elected official is 25% of the number of voters who cast votes for that office in the last general election at which the official was elected. (A.R.S. 19-202)
- Only Quartzsite qualified electors may sign a petition to recall a Quartzsite official.
- A recall petition may be circulated for a period of 120 days.

2. Recall Certification

- The recall petition will be submitted to the Town Clerk.
- The Town Clerk has up to ten days to review the petition and ascertain that there are sufficient numbers of signatures. A.R.S. § 19-208.01.
- The petition is then sent to the County Recorder for further verification. The County Recorder has up to 60 days to review the petition and send it back to the Town Clerk. (A.R.S. § 19-208.02)
- The Town Clerk has five business days to determine that the number of signatures is sufficient and shall notify the official that the recall shall be placed on the ballot in the manner provided by law. (A.R.S. § 19-208.03)

3. Notice to Elected Official

- If the elected official resigns within 5 business days after receiving notification from the Clerk, there will not be a recall election. The empty position will be filled in the manner any other vacancy on the Council is filled.
- If the elected official does not resign, the recall election must be called within fifteen days from the deadline for resignation. The election is called by the Council. (A.R.S. 19-209(B)(3))
- The official being recalled may make a written statement of no more than 200 words to defend conduct and position. This statement shall be included on the recall ballot. (A.R.S. § 19-207)

4. Recall Election

- The Council shall call for a recall election if the official does not resign. This is called the order for a recall election.

- The recall election shall be on the next consolidated election that is 90 days or more after the order for the recall.
- Consolidated elections are in March, May, August and November. A.R.S. 16-204

5. Petitions for Recall Candidates

- Official subject to recall is automatically on ballot.
- Other candidates must be nominated.
- Process for nomination is:
 - Form candidate committee (A.R.S. § 16-901)
 - Circulate nomination petition- signatures required to get on ballot are equal to at least 2% of the total number of votes cast for that office in the last general election. (A.R.S. § 19-212(A))
 - Any qualified elector of Quartzsite may run for the office being recalled
 - Any qualified elector of Quartzsite may sign the nominating petition
- The deadline to submit recall nomination petitions is not more than 90 days and no less than 60 days prior to the date of the special recall election. (A.R.S. § 19-212(F))
- A Nomination Paper and Financial Disclosure Statement must be filed at the same time as the candidate's petitions. (A.R.S. §§ 16-311 & 38-543)
- Those currently holding elected office must resign to run for recalled office unless they are in final year of term.

6. Recall Election

- The voters choose among all candidates on the ballot for the recalled office. The person who receives the most votes is elected.
- If the official subject to the recall receives the most votes, that person is not recalled from office.
- If a recall candidate receives the most votes, that person replaces the recalled official for the remainder of the term.
- The results of the election are certified within 20 days of the election.

Timeline of Recall Process

- Petition - up to 120 days to gather signatures
- Certification - up to 70 days to ascertain adequacy of signatures
- Notice to official - up to 5 days for official to resign
- Order of election - up to 15 days
- Recall on ballot of consolidated election at least 90 days away
- Candidates for recalled office may present petitions no more than 90 and no less than 60 days before election
- If candidate receives more votes than any other person, the candidate may assume office within 30 days of the election

7. **SCOTT LANE SEWER EXTENSION – Consider approval of a bid for the S. Scott Lane sewer line extension project to Tri-Suns Engineering, Inc.**

Town Manger Miller stated he is not looking for any decision from Council, just discussion and direction. He advised that this was a project recommended by the Town Engineer. As part of FY 14-15's infrastructure improvement projects, S. Scott Lane will be repaved. The properties that are along that roadway are currently on septic. At least one of them is a failed septic and based on current laws they would not be able to replace it.

Town Manager Miller stated Town staff reached out, informally, to the property owners and there were no major objections to a sewer extension. This area was already calculated into the maximum capacity, as designated by ADEQ.

Town Manger Miller advised this consists of the construction of the sewer line extension along S. Scott Lane. It includes, but is not limited to, furnishing and installation of the eight inch sewer line, manholes, lateral stubs for future connections, and trench backfill.

The property that has the failing septic system will be able to tap in immediately and the other properties will be able to do that at a future date.

The Mayor asked if there are capital assessments involved. Mr. Miller replied that there are tap fees to connect to the system and capacity fees that are assessed.

Town Manager Miller advised two bids were received. The bid opening was last week. Tri-Suns had the low bid. Both bids are being reviewed for completeness by the Town Engineer. Town Manager Miller will have an update for the Council at the next regular Council meeting.

The Mayor asked about a public opening of bids, in front of the Council.

Town Manager Miller said in the future bid openings will occur in front of the Council.

Council Member Kelley asked Town Manager Miller how many people might be hooked up on Scott Lane in the future.

Town Manager Miller replied there are three main properties; two are RV parks. Town Manager Miller will get a total number for the next meeting.

Council Member Kelley stated it will be nice to know what the projected figures are.

8. SOLAR PROJECT - Discussion and possible action to terminate the Power Purchase Agreement for solar energy with Sun Edison Origination1, LLC; discussion of alternate solar energy options.

Town Attorney Goodwin explained to the Council what the contract provides. She read, "The Town may terminate the contract during the initial period, which is 365 days from when the contract was entered into, if Sun Edison has not started installation of the equipment." She advised, assuming that is true, the contract may be terminated without penalty.

The Town Manager stated installation has not begun, plans have not been submitted and permits have not been pulled.

Town Manager Miller stated there could be a greater savings if the Town took on its own solar project through WIFA funding. He explained there would be a delay in that project as it is dependent on the expectation that there may be a WIFA loan in the future.

The Mayor directed staff to prepare paperwork to terminate and to explore other solar opportunities.

The Mayor advised Items #4 and #9 have yet to be addressed. He recused himself, stating he is part of the litigation in both of those issues. He turned over the meeting to Vice Mayor Jewitt at 8:23 p.m.

At 8:23 p.m. Vice Mayor Jewitt called for a five minute recess.

At 8:33 p.m. Vice Mayor Jewitt called the meeting back to order.

ROLL CALL

Present: Vice Mayor Jewitt, Council Member Kelley, Council Member Crooks, Council Member Orgeron, Council Member Scott, Council Member Timberlake, appeared telephonically. **Absent:** Mayor Foster

4. (The Mayor stated Item #4 will be held until the end of the meeting because he must recuse himself from that item.)

LITIGATION AND SEWER IMPROVEMENT DISCUSSION – The Town Attorney will provide an update in the matter of *Foster v. Quartzsite, et al.*, CV2013-00115. The Town Council will discuss the memorandum of June 18, 2014, a summary of meetings with Town staff, USDA and WIFA which occurred on June 11, 2014, submitted by the Town Manager and implications of same. Discussion of the impacts of the case on water treatment plant improvements, potential solar projects and economic growth in the Town.

Town Attorney Goodwin gave an overview summary of past events; an update of events that have taken place since the *Foster v. Quartzsite, et al.* case was filed; and explained what may happen next.

Town Attorney Goodwin listed these events:

- There was a loan agreement for the needed improvement for the waste water treatment plant.
- It went before the Town Council and was approved with an emergency clause on a six to one vote, with Mayor Foster's vote of nay.

- Under the Town Code and its procedures, if the Mayor refuses to sign a resolution, which he did, the Vice Mayor may sign, which did happen.
- Mayor Foster then instituted litigation against the Town based on the theory that the Mayor has a veto power with respect to emergency measures.
- The matter was heard before a Superior Court Judge who ruled in favor of the Town and held that the Mayor does not have the veto power.
- The matter has now been appealed to the appellate court
- The impact of that is the Town Attorneys are unable to give the required affidavit or certification of non-litigation.
- The loan agreement has not gone forward.
- The status of the litigation is that the appeal brief is due by July 23, 2014.
- Mayor Foster's reply is due mid-August 2014.
- Then either party can request oral arguments that may or may not be granted by the Court.
- There will not be a decision until next spring, at the earliest.
- Right now, unless there is an ability to find a common settlement ground, the loan is on hold.

Town Manager Miller advised this item is on the agenda at the direction of Council. He gave a summary of his memorandum to the Mayor and Town Council dated June 18, 2014.

The Town Manager, Patricia Ronan as the Town Attorney, Kevin Murphy as the Town Engineer, and Michael Krebs as the water engineering consultant, scheduled and attended meetings in Phoenix, separately, with the USDA and WIFA.

The first meeting was with the USDA. The Town's representatives were advised by the USDA that the loan and grant monies the USDA has set aside for the Town are still there, but are not available to the Town because of the ongoing litigation. They would not set a timeframe as to how long the monies would be available.

Town Manager Miller advised the Council of some of the issues that were raised and impacts of that meeting. These were read verbatim.

- Delays increase construction costs;
- Delays mean increased deterioration and more expensive repairs;
- No new housing developments or businesses can be added to the sewer system;
- No additional septic tanks may be added to the community because of pollution issues;
- New growth is impossible until the waste water treatment plant is repaired and expanded;
- Without new growth, there is little economic development opportunity;
- The Town has not yet lost the loan and grant, but the risk that the funds will be withdrawn increases as time passes;
- The Town is highly unlikely to receive any addition grants for the increased costs;
- The Town may not be eligible for additional loan monies;

- Even if the Town receives additional loans, there is a chance they will be at higher interest rates, which means greater overall cost to the community;
- Current sewage rates are not significantly impacted by the 40-year repayment schedule for the current USDA loan. The Town is currently obligated to pay back approximately \$900,000 to WIFA that has been spent to date. The balance of the WIFA loan available for the WWTP rehab and expansion is approximately \$600,000.
- A new loan to cover the increased expenses due to the delay of the project may only be available through WIFA which has a maximum 20 year length which is a shorter repayment period than the terms of the USDA, which would have a greater impact on customer rates.

The second meeting was with WIFA. Town Manager Miller advised the Council of some of the issues that were raised and impacts of that meeting.

- WIFA stated they were concerned with the ongoing litigation. The Town closed on the WIFA loan in July 2013. The Town has three years from the closing to complete the project to avoid defaulting on the loan.
- The Town is seen as a weak project partner by WIFA because of the litigation.
- WIFA will not encourage or otherwise fund any projects with Quartzsite while the litigation continues.
- WIFA is unlikely to fund or participate in future projects with Quartzsite if the wastewater treatment plant project fails.
- WIFA will withdraw the funds in two years if the project is not complete.
- USDA is not going to provide any further grant money for the project, despite the rising costs.
- WIFA will require a second application to provide any additional loans for the project to cover the rising costs. Success in obtaining additional loans will be heavily dependent on the Town's ability to show strong leadership and successfully moving the existing project forward.
- Even projects with unanimous Council support, strong community support, excellent managerial oversight, significant cost-saving opportunity, energy efficiency and positive environmental impact are unlikely to receive any WIFA support unless the wastewater treatment project (WWTP) proceeds and succeeds.
- Due to continued rising costs in construction, the delay in the construction for the WWTP will create further challenges to our rate structure. The additional cost most likely will be funded through WIFA for a shorter term (20 years) than USDA provides (40 years). In addition, we continue to see significant deterioration in the WWTP infrastructure that will require capital expenditures in the near future. These expenditures, once completed, will no longer be available for grant reimbursement and will be funded solely by loans, if possible.

The Town would need to break ground no later than 2015 in order to take advantage of the appropriate construction windows.

The Town will need to modify how the sewer is being treated through the off peak season. One of the smaller basins the Town has will have sufficient capacity to treat that waste water, so that the expansion and division of the main basin can take place.

July of 2016 is when the loan agreement terminates and any unobligated funds will be withdrawn back to WIFA and will impact the Town's ability to get other loans.

The solar project was discussed with WIFA. WIFA has control of the GADA funds. There are no GADA funds available at this time, so the Town decided not to pursue a solar project at Town Hall at present. The Town proposed to take on its own solar project, in lieu of the Sun Edison project at the sewer treatment plant. By doing that, there is additional calculated savings to the Town and the Town would have control over the system.

Council Member Kelley requested that a Settlement Offer addressed to the Town Attorneys from Mayor Foster's attorney, Julie LaBenz, dated April 9, 2014, be read aloud.

Town Manager Miller read the settlement offer into the record.

The letter conveyed that in exchange for the Town of Quartzsite's agreement to the following, the Mayor will withdraw his veto and dismiss the appeal:

1. Vote to abolish the Quartzsite Police Department.
2. Enter into an Intergovernmental Agreement with the La Paz County Sheriff's Office to provide a Quartzsite Metro Squad to patrol Quartzsite, saving the Town approximately \$500,000 per year.
3. Dedicate the funds saved by abolishing the Quartzsite Police Department to the HURF loan and the prospective USDA loan for a period of six years.
4. Agree that the sewer rates be restructured to be based strictly on a volumetric rate based on water usage.
5. Payment of Mayor Foster's legal fees and costs in full.

The settlement offer stated its expiration date was Friday, April 25, 2014 at 5:00 p.m.

Vice Mayor Jewitt questioned, if the Town had accepted Mayor Foster's settlement offer, how funds from the General Fund could be used to repay the USDA loan which is to the waste water treatment plant?

Town Attorney Goodwin stated that is not a legal principle, it is a good business principle. Cities can and do on occasion use general fund monies to fund their enterprise funds. She went on to say the Town's utilities should be self-sustaining.

Council Member Kelley stated if anyone was here from before they know they don't want to wait for the Sheriff's Department to respond.

Council Member Timberlake stated this lawsuit is regarding the Mayor's authority to veto.

Council Member Kelley stated if we wait for it to go through the legal system, it will be a year from now and it will be too late; so, we need to do something else.

The Town Manager stated the Mayor's letter in response to the memo shows the main concern is with the rates.

Council Member Crooks stated extra legal fees, this year, for the Mayor's veto power, has already cost the Town \$17,600 and as advised by counsel, they anticipate at least that much more if the lawsuit continues.

Town Manager Miller read the Mayor's response letter aloud. The main points of the letter were:

- The Mayor wanted to clarify his position on the litigation over the waste treatment loan.
- The Mayor stated the loan is opposed by a majority of the citizens of Quartzsite.
- The Mayor stated the opposition is not actually to the project or the loan, but the rate structure that has been applied to repay the loan.
- The Mayor stated the rates that are in place are unsustainable by the operator of these parks.
- The Mayor stated he had offered an alternative method of repayment that would lessen the impact on the utility customers.
- The Mayor stated he asked for a complete review of the expenses of the utility department in an attempt to determine if there are any ways to reduce the cost of operation of these departments.
- The Mayor stated, in closing, that there has been no serious consideration given to these requests.

Vice Mayor Jewitt opened the item for public discussion and advised that the three minute rule applies.

Jennifer Jones asked for a show of hands indicating those Council Members that had read the loan documents since the special meeting. She stated the USDA loan is on hold and the WIFA loan was executed. She said the WIFA loan has absolutely nothing to do with the litigation. Jennifer Jones spoke regarding the Town Engineer and his responsibility regarding the waste water treatment plant and its current condition. She also spoke regarding septic tanks.

Elmer London spoke regarding the Sheriff's Department. He remembers when 95 and Main Street were single lane roads. He spoke of concerns with having the Sheriff's

Department take over the Town's Police Department. He said as far as payment of the Mayor's legal fees and costs, he doesn't agree with that. He stated he thought he would be arrested for extortion or something if he did that.

Jeff Gilbert, resident, former Chief of Police, reminded everyone that this is about Mayor Foster suing his own Town over his veto power. He stated that the Mayor has extorted the Town by his demands and continues to cost this Town tens of thousands of dollars or more. He asked the Council when the Town will take action against him. Vice Mayor Jewitt replied that the only action the Town can take is censure. Mr. Gilbert said to do it and keep the public advised of it.

Mike Eggerstein, La Mirage RV Park, stated he makes buttons that say vote and he thinks that is the Town's only path.

Pam Kasby spoke about becoming aware that some people do not know the truth. She said the Town needs to go on with a positive attitude. She stated she believes the people should be informed and that everyone needs to extend a hand of friendship to everyone.

Terry Frausto spoke regarding there being other ways to do this, rather than hurt the community as a whole. She stated the water and sewer rates affect everybody, not just the RV parks. The whole community is what is important.

Council Member Timberlake stated this is not about the sewer plant; it is about the veto power, whether the Town has a council of seven with a mayor or a king. She stated they can censure, but it is not going to do a bit of good.

Council Member Crooks asked the audience for hands in response to the following questions:

- Is it fair to say you don't want us to give away your police department? – The audience indicated, by a show of hands, that she was correct.
- Is it fair to say you don't want us to pay his attorney fees, but to keep on with this litigation? – The audience indicated, by a show of hands, that she was correct.

Council Member Kelley stated things are in progress and the people need to stand up and not be afraid to sign things and do things.

James Murphy, citizen, stated it seems to him that legally the Town can ask the Attorney General to investigate how the Town can be held hostage for growth by special interest money and there is nothing the people can do about it. He said it is like extortion. He said he loves the Town and he thought it would grow.

Council Member Orgeron advised the people they should let the Mayor know what they want.

Town Attorney Goodwin stated she has made requests to the Attorney General in the past and the response has been that they only advise the state legislature, school districts, fire districts and one other type of entity, but not cities or towns. They declined to provide legal advice to a city or town requesting an opinion.

Town Attorney Goodwin advised she has not seen that the Mayor has violated a law. She stated the Mayor disagrees with the attorneys' interpretation of a statute and that is what is being litigated.

Council Member Orgeron advised there is no position in the United States that says that any one person has absolute ultimate veto power over the will of the people. The Town Council had a super majority, six to one.

Council Member Timberlake stated the Mayor's voice was heard in the original motion because he did get to vote, so he is asking to vote twice.

Council Member Scott stated she thinks the vote is very important.

Council Member Orgeron moved that the Council move into executive session and **Council Member Crooks seconded** the motion. The vote was unanimous. **Motion Passed.**

ADJOURN TO EXECUTIVE SESSION - 9: 17 p.m.

9. **EXECUTIVE SESSION - An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding the *Foster v. Quartzsite* appeal and possible settlement discussions.**

RETURN TO OPEN SESSION – 9:55 p.m.

Vice Mayor Jewitt called the meeting back to order.

ROLL CALL:

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

Absent: Mayor Foster, Council Member Timberlake.

COMMUNICATIONS:

10. **Announcements and Reports from the MAYOR on current events.**

None

11. **Announcements and Reports from the COUNCIL on current events.**

None

12. Reports from the TOWN MANAGER to the Council.

Town Manager Miller advised there is a special meeting scheduled for June 30, 2014, at 1:30 p.m. to review the fiscal year 2014-2015 budget and action could be taken at that time to adopt. That meeting was moved from the June 24 due to advertising requirements.

Town Manager Miller advised the Town has nine applications that have not been reviewed for the police chief position. He will seek advice from the attorneys as to how the process was completed in the past.

The July 4th Celebration is being advertised as 6:00 p.m. to 9:00 p.m. There will be a wide variety of community events. Food will be sold. Council Member Timberlake will be handing out free snow cones. There will be dunk tanks. Town Manager Miller said he is looking forward to seeing how Quartzsite celebrates Independence Day.

COMMUNICATIONS FROM CITIZENS

Council Member Scott moved to adjourn and **Council Member Kelley** seconded the motion. The vote was unanimous.

ADJOURNMENT: 9:55 p.m.

The meeting reconvened for a call to the public.

Jennifer Jones stated the Arizona Bar Association sent out a press release regarding Attorney Brannan and his status as an attorney. She questioned the fact that the Town has not hired conflict counsel. She stated she believes the Town did not budget enough for legal fees.

Council Member Orgeron moved to adjourn and **Council Member Crooks** seconded the motion. Meeting adjourned at 10:00 p.m.

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of June 24, 2014, of the Town Council of Quartzsite, Arizona, held on June 24, 2014.

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

DATED this 8th day of July 2014

Tina M. Abriani, Town Clerk

On behalf of the Common Council

Approved:

Ed Foster, Mayor

DRAFT

MINUTES
TOWN OF QUARTZSITE
SPECIAL MEETING OF THE COMMON COUNCIL
MONDAY, JUNE 30, 2014, 1:30 PM

CALL TO ORDER: 1:30 p.m.

INVOCATION: Pastor Bruce Swartz offered the prayer.

PLEDGE OF ALLEGIANCE: Led by Mayor Foster.

ROLL CALL:

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

STAFF PRESENT: Sklyor Miller, Town Manager and Tina Abriani, Town Clerk

APPROVAL/AMENDMENT OF AGENDA: Vice Mayor Jewitt moved to approve the agenda as presented and Council Member Timberlake seconded the motion. The vote was unanimous. **Motion Passed.**

ADMINISTRATIVE ITEMS:

- 1. FINAL BUDGET FY 2014-2015 - Conduct Hearing regarding the Town of Quartzsite Final Budget for Fiscal Year 2014-2015.**

The Mayor opened the Public Hearing on the Final Budget at 1:31 p.m.

Town Manager Miller noted that on June 10, 2014, the Council adopted a tentative budget which set the maximum limits for expenditure for Fiscal Year 2014-2015. He advised that State law requires that once the tentative budget has been adopted, the expenditures may not be increased beyond the maximum limits for expenditure for final adoption; however the expenditures may be decreased.

Town Manager Miller advised that due to Council action at the last regular meeting, June 24, 2014, there needed to be a reduction in revenue of \$6,000 to reflect the lease reduction granted to the Educational Options Foundation. The line items have been adjusted accordingly.

Town Manager Miller stated no other changes are reflected in the Proposed Final Budget and the contingency accounts for possible insurance premium costs, additional police vehicles, and other cost overruns remain unchanged.

Jennifer Jones stated the Town Council has a pattern and practice of going over its budget on its legal expenses and she suggested that if the amounts cannot be

exceeded, that the Council consider that in the maximum budget. She asked what happens if the Council, once again, exceeds their legal expenditures as budgeted in this budget.

The Mayor closed the public hearing at 1:36 p.m.

Vice Mayor Jewitt asked Town Manager Miller if there is an answer to Jennifer Jones' question.

Town Manager Miller stated, from what he sees to date, the Town has remained within its budget for fiscal year 2013-2014. He advised the legal budget has been reduced in the upcoming year because certain outstanding legal issues are being resolved and fewer legal matters are anticipated. He explained there are contingency funds available.

The Mayor said he still has questions regarding the amounts that are budgeted for the Utility Department and would like an explanation.

The Mayor asked why there are budgeted positions for fifty-nine employees and four years ago there were forty-five.

Town Manager Miller stated there are positions that are currently not filled and that there is some turnover. He explained some actual line items for certain people that don't go the whole year, do stay on the budget documents.

Town Manager Miller stated that if Council would like him to review the Town's personnel and provide a report, he will.

Town Manager Miller said he knows the Mayor has had concerns regarding the performance and efficiency of the Utility Department. Town Manager Miller advised that substantial staff time would be required to perform a full audit of that department; but if Council chooses and directs the Town Manager to do so, he will.

The Mayor spoke regarding wages and benefits of the Utility Department, water and sewer. He shared his concerns at the lack of maintenance at the waste treatment plant.

Town Manager Miller stated there is a lack of maintenance because it didn't make sense to replace or repair expensive equipment when it was anticipated that the waste water system would be replaced and upgraded. He noted it was a strategic decision.

The Mayor noted the lift station, during his tour of the waste water treatment plant, had a sagging fence line and the barbed wire was down. He said only a few hours of manual labor would be required.

Council Member Timberlake responded to the Mayor's comment. She stated she also toured the plant, on another occasion, and became aware there was some concern that

the posts were too far apart. She noted that what the Town is looking at is the need for the grant for the sewer plant.

Town Manager Miller advised the water and sewer staff are not only working in that facility, but in the field as well.

Council Member Scott advised the fence needs to be replaced, but some repairs could be made in the meantime.

Council Member Scott advised that the Council was provided with names and salaries, but it would be interesting to know how many positions the Town has that are filled and how many are vacant.

Town Manager Miller stated he will provide a current status report of the Town staffing, listing filled positions and vacant positions.

Council Member Timberlake spoke about prior budget requests of Council; specifically, police vehicles.

2. ADOPT FINAL BUDGET FOR FY 2014-2015 – Discussion and review of resolution to adopt the Final Budget for Fiscal Year 2014-2015.

Vice Mayor Jewitt moved to approve the budget 2014-2015 as presented and **Council Member Kelley** seconded the motion. **Vice Mayor Jewitt** amended his motion to include: and approve Resolution No. 14-02 for the adoption of the budget. **Council Member Kelley** seconded the amended motion.

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.

3. SOLAR PROJECT – Discussion and possible action to terminate the Power Purchase Agreement for solar energy with Sun Edison Origination I, LLC.

Town Manager Miller advised that the attorneys recommend that a motion from Council to terminate the agreement would be appropriate.

Town Manager Miller stated, once the Town submits its termination letter to the solar vendor, they have a twenty-one day window in order to begin work, which would effectively nullify the termination.

Town Manager Miller noted they do not have any plans submitted to the Town or the Town Engineer and no substantial commencement of work has occurred.

Council Member Timberlake moved to terminate the Power Purchase Agreement with Sun Edison and Council Member Crooks seconded the motion. The vote was unanimous. Motion Passed.

Vice Mayor Jewitt moved to adjourn the meeting and Council Member Timberlake seconded the motion.

ADJOURNMENT: 1:52 p.m.

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of June 30, 2014, of the Town Council of Quartzsite, Arizona, held on June 30, 2014.

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

DATED this 8th day of July 2014

Tina M. Abriani, Town Clerk

On behalf of the Common Council

Approved:

Ed Foster, Mayor



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, July 8, 2014

Agenda Item #2 Discussion and possible action to appoint one regular member, with a term to expire in April 2015, to the Municipal Library Board.

Summary: The Municipal Library Board formulates, creates and recommends plans for future growth of the Library and performs continuous study of best uses of the Library facilities and resources.

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

Currently, 2 seats are vacant.

Responsible Person: Tina Abriani, Town Clerk

Attachment: Volunteer Interest Statement for the Municipal Library Board

- Therri Hearne

Action Requested: Interview applicant to serve on the Municipal Library Board and possible motion to appoint applicant, with a term to expire in April 2015, to the Municipal Library Board.



RECEIVED

JUN 20 2014

Volunteer Interest Statement

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

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

PLEASE TYPE OR PRINT NEATLY

Date: 6-20-14

Name (Last, First, M.I.): HEARNE, THERRI J

Home Address/PO Box: [REDACTED]

Contact Phone Number: [REDACTED]

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

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

Present Employment/Position Held (Optional): LOVES

Address/Contact Number of Employer: [REDACTED]

[REDACTED]

Professional/ Civic Activities: School Board Member

Church Member

Education /Professional Experience: finished high school and
1 yr College, finished computer training
course

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 and Zoning

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 sever on the board, commission, etc.?: I have great respect for employees & Volunteers and would like to keep & make our library better

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

I am an avid reader, have a business back ground working with budgets and bottom lines

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?

I work M-Thur - 7AM to 4AM

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

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

Date: 6-20-14

Signature: Theresa J. Hume

**ROSTER
OF
MUNICIPAL LIBRARY BOARD
MEMBERS**

HERMAN KONYEN	<i>Term Expires April 2017</i>
CHRISTINA BENSON	<i>Term Expires April 2017</i>
MARY ANN PECK	<i>Term Expires April 2017</i>
MARY MICHAELS	<i>Term Expires April 2016</i>
DOROTHY MALLETTE	<i>Term Expires April 2016</i>
Vacant	<i>Term Expires April 2015</i>
Vacant	<i>Term Expires April 2015</i>



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, July 8, 2014

Agenda Item #3 Consider ratification of a Memorandum of Understanding (MOU) entered into on June 30, 2014 by and between the Town of Quartzsite and the Western Arizona Council of Governments (WACOG) relating to transportation funding.

Summary: The Town is the operator of the public transit service in the Town limits, and provides public transit services within and between Quartzsite, Yuma, Lake Havasu City, Parker, unincorporated La Paz County, Arizona and Blythe, CA.

WACOG is a governmental non-profit dedicated to serving its member entities, income challenged households, and vulnerable populations in Yuma, La Paz, and Mohave Counties.

The MOU will be effective from July 1, 2014 and continue in full force and effect for one year until June 30, 2015. The Town will provide public transit routes that serve WACOG-approved clients, identified through the establishment of a Medicare card. WACOG will provide cash funding to the Town within thirty days after receipt of an invoice from the Town based on the number of passes requested. Select clients of WACOG, as identified by WACOG, will be able to ride the Quartzsite Transit Service within the Town limits at no charge, by showing the pass to the bus operator.

Responsible Person: Skylor Miller, Town Manager

Attachment: Memorandum of Understanding between Town of Quartzsite and Western Arizona Council of Governments for the Provision of Transportation Funding

Action Requested: Ratify the Memorandum of Understanding between Town of Quartzsite and Western Arizona Council of Governments for the Provision of Transportation Funding.

**MEMORANDUM OF UNDERSTANDING BETWEEN TOWN OF QUARTZSITE AND
WESTERN ARIZONA COUNCIL OF GOVERNMENTS FOR THE PROVISION OF
TRANSPORTATION FUNDING**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this 30th day of June, 2014, by and between TOWN OF QUARTZSITE (“TOWN”), a political subdivision of the State of Arizona whose business address is 465 North Plymouth Avenue, Quartzsite, AZ 85346, and WESTERN ARIZONA COUNCIL OF GOVERNMENTS (“WACOG”), a governmental non-profit, whose business address is 224 South 3rd Avenue, Yuma, AZ 85364. The term “party” or “parties” as used herein refers to TOWN, WACOG or both as appropriate. The parties agree to, and the MOU sets forth, the following:

That TOWN is the operator of the public transit service in the TOWN limits, which is known to the general public as Quartzsite Transit Services (“QTS”) and provides public transit services within and between the Town of Quartzsite, City of Yuma, City of Lake Havasu, Town of Parker, unincorporated La Paz County, Arizona and City of Blythe, CA;

That WACOG is a governmental non-profit dedicated to serving its member entities, income challenged households, and vulnerable populations in Yuma, La Paz, and Mohave Counties. WACOG administers and utilizes various grant funding sources to support the provision of transportation services in the Yuma, La Paz and Mohave Counties through the Area Agency on Aging;

That the MOU will be effective from July 1, 2014, and continuing in full force and effect for one (1) year until June 30, 2015. This MOU will automatically renew on an annual basis without further action or written notice or agreement of either party. However, this MOU may be terminated by either party at any time and either party may terminate this MOU, with or without cause, by delivering signed, written notice to the other party at the address identified above at least thirty (30) days prior to the termination date;

That TOWN will provide, public transit routes that serve WACOG–approved clients that are seniors, age 65 years old or older, and/or those with disabilities, as identified through the establishment of a Medicare card, within the TOWN limits only, Monday through Friday;

That TOWN operating hours shall be from approximately 8:30 a.m. to 4:00 p.m., Monday through Friday. However, QTS transit service does not operate on the following holidays: New Years Day, Dr. Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day;

That WACOG shall provide cash funding to TOWN within thirty (30) days after receipt of an invoice from TOWN based on the number of passes requested and at the rates set forth in the Formula for WACOG Contribution, attached as Exhibit A and incorporated by reference as though fully set forth herein. These rates are subject to amendment based on future changes of the TOWN fare structure as approved by the TOWN Council. WACOG shall provide at least one–weeks advance notification to TOWN when ordering passes;

That select clients of WACOG, as identified by WACOG’s own processes, shall be able to ride QTS within the TOWN limits at no charge, unrestricted for the validity of the pass, by showing the pass to the bus operator. Clients from WACOG that fail to show a pass shall pay regular QTS fares;

That TOWN shall participate in any necessary compliance audit reasonably required for WACOG’s compliance with its grant funding received to purchase passes and shall allow WACOG’s designated

representative, or his/her authorized designee, reasonable access to TOWN's records as it relates to this MOU, upon advisement to TOWN during TOWN business hours;

That TOWN shall comply with reasonable reporting requirements necessary to report the sale and use of passes by WACOG-approved clients for the purposes of reporting program usage to WACOG's grantors, including administration of any necessary ridership surveys and provide ridership counts. Exhibit B shows a sample intake form;

That TOWN shall cooperate with WACOG regarding program publicity and information distribution to its clients using passes on QTS, including mention of this program on its website, brochures and flyers. TOWN shall have the final approval of the use, and method of use, of its image, program information and all other marketing materials;

That TOWN shall ensure that its employees or contractors operating QTS shall be certified in First Aid and CPR, go through appropriate background checks prior to entering service, participate in an annual sensitivity and defensive driving training program, participate in a coordinated emergency preparedness program in conjunction with WACOG, La Paz County and/or the State of Arizona and be bilingual to communicate with English and Spanish speakers;

That each party shall indemnify and hold harmless the other party against any and all claims arising from bodily injury, including death, and/or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the other party;

That to the extent applicable under Arizona Revised Statutes ("A.R.S.") § 41-4401, TOWN warrants compliance with all Federal immigration laws and regulations that relate to its employees, and compliance with the e-Verify requirements under A.R.S. § 23-214(A). TOWN's breach of the above-mentioned warranty shall be deemed a material breach of this MOU and will result in immediate termination of this MOU;

That this MOU contains the entire agreement between WACOG and TOWN and no term or provision may be changed, waived, discharged or terminated unless the same is in writing and executed by both WACOG and TOWN;

That the parties acknowledge that this MOU is subject to cancellation pursuant to A.R.S. § 38-511;

That in the event suit is brought or an attorney is retained by any party to this MOU to seek interpretation or construction of any term or provision of this MOU, to enforce the terms of this MOU, to collect any money due, or to obtain any money damages or equitable relief for a breach of this MOU, or to seek recourse in a bankruptcy proceeding, the prevailing party shall be entitled to recover, in addition to any other available remedy, reimbursement for reasonable attorneys' fees, including attorneys' fees for representation in the bankruptcy court, court costs, costs of investigation and other related expenses;

That this MOU shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns;

That this MOU may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument;

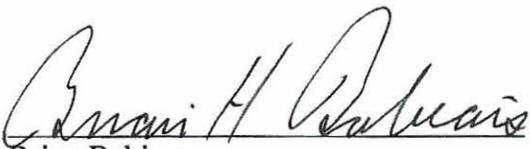
That this MOU contains the entire agreement between the parties on the subject matter set forth herein. All prior and contemporaneous agreements, representations and understandings, whether written or oral, are superseded by and merged into this MOU. No promises or assurances have been made which is not part of this

MOU. Any previous agreements, whether written or oral, entered into between the parties are null and void unless specifically incorporated herein. No supplement, modification or amendment of this MOU shall be binding unless in writing and executed by the parties hereto;

That the parties agree this MOU shall be construed in accordance with the laws of the State of Arizona, and any controversy, dispute or litigation shall be brought or commenced only in the Superior Court of La Paz County, Arizona.

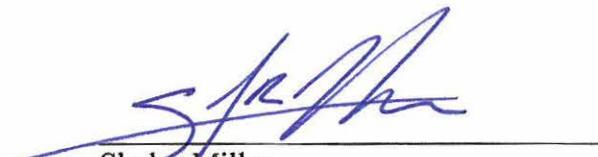
IN WITNESS WHEREOF, the Parties hereto have executed this MOU on this 30 day of June, 2014

**WESTERN ARIZONA COUNCIL OF
GOVERNMENTS**



Brian Babiaris
Executive Director

TOWN OF QUARTZSITE



Skylor Miller
Town Manager

EXHIBIT A

FORMULA FOR WACOG CONTRIBUTION

WACOG shall contribute cash funding to TOWN within thirty (30) days after receipt of an invoice from TOWN based on the number of passes requested. WACOG shall provide at least one-week advance notification to TOWN when ordering any type of pass.

Rates for passes shall be as follows:

Pass	Price
QTS 1-RidePass	\$3.00 each

This exhibit may be amended for each subsequent annual period extension of this MOU by WACOG and TOWN to reflect new rates as may be amended and adopted by TOWN Council from time-to-time.



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, July 8, 2014

Agenda Item #4 Consider approval of a bid for the S. Scott Lane sewer line extension project to Tri-Suns Engineering, Inc.

Summary: The Town's waste water treatment plant (WWTP) renovation and expansion project involves several phases, included is the South Scott Lane sewer line extension.

Two contractors submitted bids in response to the Town's official solicitation of bids. After reviewing and analyzing both bid packets, the Town's Engineer recommends awarding the bid for this project to the lowest bidder, Tri-Suns Engineering, Inc., for a total of \$47,571.00.

Funding for this project is from state and federal grant and loan proceeds designated for the WWTP project.

Responsible Person: Skylor Miller, Town Manager

Attachment: Review and recommendation of bidder information for the S. Scott Lane sewer line extension project.

Action Requested: Motion to award the bid for the S. Scott Lane sewer line extension project to Tri-Suns Engineering, Inc., and authorize the Town Manager to execute the required documents.



Atkins North America, Inc.
60 South Acoma Boulevard, Suite C106
Lake Havasu City, Arizona 86403

Telephone: +1.928.855.4505
Fax: +1.928.855.4535

www.atkinsglobal.com/northamerica

June 26, 2014

Town of Quartzsite
Utilities Department
Attn: Skylor Miller
465 N. Plymouth Avenue
Quartzite, Arizona 85346

Dear Mr. Miller:

Atkins, as a part of our contract for completing the analysis of the S Scott Lane Sewer Line Extension, was required to provide The Town of Quartzite a recommendation of award of contract. Attached herein is documentation of the review process that we undertook, the references contacted, the data reviewed and a final recommendation. In doing this recommendation, we were performing this review under the guidance provided in the contract documents.

REVIEW OF BIDDERS INFORMATION

Bids were opened on June 19, 2014. Two (2) contractors submitted bids. They are as follows. The detailed bid tabulation is included in Attachment A.

Tri-Suns Engineering, Inc.	\$47,571.00
Mike's Contracting, Inc.	\$60,538.62

We began a review of the documents submitted for the apparent low bidder:

Tri-Suns, Inc.
2657 Kiowa Blvd N
Lake Havasu, AZ 86403
Phone (928) 855-6236
Fax (928) 855-6073

Their President is Phillip Booth. They have been incorporated since 2004 in the State of Arizona with license number 193635. They are appropriately licensed for the work required in this contract in that they hold a "A – General Engineering" license.

The most recent financial statements and insurance certificates were provided upon request and found them to have adequate financial status for this project. Tri-Suns Engineering, Inc. bid documents will be kept on file.

Atkins was able to contact two of the three references that were provided Tri-Suns Engineering, Inc. Using the bid review form previously mentioned, two reference reviews were performed. In general, the references from both individuals were favorable. One reference spoke highly of their performance in an area with older utilities, and no as-builts. We thought it was also important to mention that the individual stated that the project was put to the test with a week-long freeze

that occurred overnight right after the project came to a close, with main and service lines breaking all over the place, however, none occurred within the limits of the project.

The area both individuals felt Tri-Suns could improve on was with the traffic control. However, they said due to the minimal traffic in these areas, not much was needed. If more traffic control was necessary, they would've had to hire a subcontractor to assist. Both references stated, in general, that most to all of the work was performed without Subcontractors. Both of the projects involved utility installation (water and sewer, with service connections), minor concrete work, and trench paving.

According to the bid, Tri-Suns Engineering, Inc. intends to perform 100 percent of work themselves. Tri-Suns Engineering, Inc. insurance and bonding companies meet the Town's requirements for BEST rating, with no recorded complaints, also meeting the minimum coverage requirements.

RECOMMENDATION

Based on a review of the bid information received in the proposal and additional information by Tri-Suns Engineering, Inc., we believe that Tri-Suns Engineering, Inc. is a responsible and responsive bidder to construct the Base Bid, as well as Addendum No. 1 of this Project.

It has been Atkins', and my pleasure, to assist the Town in completing the design of this project.

If there are any questions on this recommendation, please do not hesitate to call me at 928-855-4505.

Sincerely,



Sean Perrotto, PE
Project Manager
Cc: File
Ck:jw

TOWN OF QUARTZSITE
 BID TABULATION
 S. SCOTT SEWER LINE EXTENSION

6/30/2014

Item No.	Quartzsite S Scott Lane Sewer Line Extension Description	Bid Quantity	Unit	Tri-Suns Engineering Inc.			Mikes Contracting Inc.		
				Written Unit Price	Written Total	check	Written Unit Price	Written Total	check
Base Bid									
1	Mobilization, General Requirements	1	LS	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
2	Traffic	1	LS	\$ 750.00	\$ 750.00	\$ 750.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
3	8-inch PVC (sdr-35) Sewer Line	653	LF	\$ 32.00	\$ 20,896.00	\$ 20,896.00	\$ 53.54	\$ 34,961.62	\$ 34,961.62
4	48-inch Diameter Manhole	3	EA	\$ 4,200.00	\$ 12,600.00	\$ 12,600.00	\$ 4,384.00	\$ 13,152.00	\$ 13,152.00
5	Sewer Clean Out	1	HR	\$ 825.00	\$ 825.00	\$ 825.00	\$ 225.00	\$ 225.00	\$ 225.00
6	Force Account	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL BASE BID					\$ 45,571.00	\$ 45,571.00		\$ 60,538.62	\$ 60,538.62

CONSTRUCTION CONTRACTS REVIEW OF THE APPARENT LOW BIDDER

PROJECT NAME: S Scott Lane Sewer Line Extension REVIEWED BY: James Satterwhite / SDP
PROJECT NO: _____ DATE: June 27, 2014
LOCATION: Quartzsite, Arizona
BID DATE: June 19, 2014

CONTRACTOR

Name: Tri-Suns, Inc. Address: 2657 Kiowa Blvd N, Lake Havasu, Arizona, 86403
Phone Number: (928) 855-6236 Superintendent: Phillip William Booth – QP/Officer
License No: 193635 (KA Dual Engineering)
Call the ARIZONA State Licensing Bureau
Is the license current and valid? Yes.

Application of License (General engineering, structural, welding, etc.): Noted above

BID PROPOSAL REVIEW

General: Make sure you have a copy of the bid results and a copy of all pages of the low bidder's proposal.

- 1. Call bidder, inform them that they are "apparent low bidder," and request items that have not been submitted
- 2. Verify that all Addenda Certificates are included with the bid.
- 3. Check multiplication and addition of Bid Schedule.
- 4. Check that less than 50% of the work is subcontracted.
- 5. Fair share policy:
 - a) Check documentation provided by the contractor that they have complied with fair share policy to confirm conformance with good faith effort

CONSTRUCTION CONTRACTS REVIEW OF THE APPARENT LOW BIDDER

BONDING COMPANY & AGENT

A. Surety (underwriter) Bonding Co. Agent: Constructors Bonding, Inc. of Nevada
Phone Number: (720) 878-2622 Contact Person: Gregory P. Griffith

B. Surety (Underwriter) Company: Western National Mutual Insurance

Check the **US Treasury Circular 570**, latest edition (in the library, regulations section or on the web (<http://www.fms.treas.gov/c570/index.html>))

Is the Bonding Company listed? Yes

Is their underwriting limitation greater than the project bonding amount? Yes

Are they listed to bond in AZ? Yes

C. Call the surety
Will you be providing payment and performance bonds? N/A

How long have you been providing bonds for the Contractor? N/A

Have you encountered any holds on bonds from recipients with this contractor? N/A

What are the extents of the holds? N/A

Have they been settled? N/A

QUALIFICATION REQUIREMENTS

A. Are there qualification requirements incorporated into the specification? Yes

B. Outline the qualification requirements below:

All bidders, and listed contractors must be valid Arizona Licensed Contractors at the time of Bidding, approved by the Arizona State Registrar of Contractors to do the type and amount of work specified in these documents. The Bidder must possess the following license: **A-: General Engineering (Commercial) or KA-: Dual Engineering (Dual)**. Coverages Limits (per occurrence): General Bodily Injury and Property damage combined = \$1M, General Products and Completed Operations Aggregate = \$2M, General Aggregate = \$2M, Auto Insurance = \$1M, Worker's Comp = \$1M.

C. Have they been satisfied? Yes

D. Is additional information required? (If yes, explain below.) No.

CONSTRUCTION CONTRACTS REVIEW OF THE APPARENT LOW BIDDER

INSURANCE AGENT

Liability and Surety Agent Name: First Mercury Insurance
(if different companies, contact both)

Phone Number: (480) 529-1088

Contact Person: Bryan Whitlock (Oracle Insurance Group)

Coverage:

General Liability \$1M

General Aggregate \$2M

General Products and Completed Operations Agg. \$2M

Workers Comp \$1M

Auto \$1M

Are these A.M. Best's rating of A:X or better Yes, rated A (Stable), XIII

A.M. BEST 908-439-2200 (<http://www3.ambest.com/ratings/RatingsSearch.asp?bl=0&sr=4>)

How long have you handled policies for the Contractor? _____

Have any claims been received against the Contractor? _____

If yes, what type of claims? N/A

When were the claims received? N/A

How much are the claims for? N/A

What are the extent of the claims? N/A

Are the claims settled? N/A

Call the AZ Insurance Commission:

Is the insurance company valid? Yes

FINANCIAL STATUS

Evidence of available credit:

Financial institution: Cash Amount: \$98,425

Financial institution: Accounts Receivable Amount: \$21,269

Financial institution: Fixed Assets Amount: \$79,236

Financial statement attached: _____ yes no, but supplied upon request

Total assets: \$201,372 Total contingent liabilities: \$

Certification provided: _____ yes no

Recent financial performance:

List the contract amount of this project: \$45,571.00

List the three most recent projects:

Project	Contract Amount	Stop Notices (Y/N)
1. <u>Aha Macaw Sewer Line</u>	<u>\$ 90,000.00</u>	<u>No</u>
2. <u>Tarpon Down Steam</u>	<u>\$ 520,000.00</u>	<u>No</u>
3. <u>Page Water Lines Phases 1-2</u>	<u>\$ 320,000.00</u>	<u>N/A</u>

CONSTRUCTION CONTRACTS REVIEW OF THE APPARENT LOW BIDDER

REFERENCE NO. 1

Reference Name City of Kingman

Project Name: Richard Smith Waterline (Subdivision) 2 Projects - Water mains and connect onsite services

Phone Number: (928) 753-8122 Contact Person: Mike Prior, P.E.

Who was the Superintendent? Phillip Booth / Drew Booth - excellent

Can you confirm completion date? 01 / 2013

Was the project completed on time? Yes

Was it necessary to withhold any retention from lack of performance? No

Were there change orders? Excessive? Yes, but none at Contractor fault. Flopped items

Can you confirm the project cost? \$190,000 / \$47,000 – Low Bid on both

Did the contractor perform their own surveying? No, the City performed own services.
Quality of the staking? _____

Was there underground utility work? Yes, upgraded watermain size and material

Which underground Utilities? Water, replaced sewer with ductile at 3.

Quality of underground work? Excellent.

Did a sub perform this work? No

Was there paving involved with project? Yes, Trench asphalt replacements, by hand

Quality of paving? Good. Better than existing.

Did a sub perform the paving? No.

Was there concrete involved with the project? Yes

Type of concrete? Thrust blocks and valve can collars only

Quality of concrete? Good.

Did a sub perform the concrete work? No

Was there any work on individual private properties or restoration of existing improvements as a part of this contract? Yes, 13 connections, old water services.

Quality of the work? Really well with coordination.

Did a sub perform the work? _____

Was the site kept clean? Yes.

Was there traffic control involved and were there any problems? Yes, self performed. Could've used more.

Were any stop notices or claims filed? No.

If yes: Are any still outstanding? No

What was the amount of the stop notice(s)? _____

Would you offer a favorable, neutral, or unfavorable recommendation of the Contractor? Favorable.

Other comments: A lot of unknown underground in this area. No major punchlist items. Able to save costs in some areas. Needed better compaction in some areas outside of roadway, did without question. Only thing they could improve on... a week long freeze, no breaks occurred within job limits. No as-builts for this area.

Reviewed By: Sean Perrotto Date: 12-17-13

CONSTRUCTION CONTRACTS REVIEW OF THE APPARENT LOW BIDDER

REFERENCE NO. 2

Reference Name Congress DWID

Project Name: Congress Water Line

Phone Number: (928) 499-5150 Contact Person: Lloyd Carr

Who was the Superintendent? _____

Can you confirm completion date? _____

Was the project completed on time? _____

Was it necessary to withhold any retention from
lack of performance? _____

Were there change orders? Excessive? _____

Can you confirm the project cost? _____

Did the contractor perform their own surveying?
Quality of the staking? _____

Was there underground utility work?
Which underground Utilities? _____
Quality of underground work? _____
Did a sub perform this work? _____

Was there paving involved with project?
Quality of paving? _____
Did a sub perform the paving? _____

Was there concrete involved with the project?
Type of concrete? _____
Quality of concrete? _____
Did a sub perform the concrete work? _____

Was there any work on individual private properties or
restoration of existing improvements as a part of this contract? _____
Quality of the work? _____
Did a sub perform the work? _____

Was the site kept clean? _____

Was there traffic control involved and were there any
problems? _____

Were any stop notices or claims filed?
If yes: Are any still outstanding? _____
What was the amount of the stop notice(s)? _____

Would you offer a favorable, neutral, or unfavorable
recommendation of the Contractor? _____

Other comments: _____

Reviewed By: Sean Perrotto Date: **left message @ 2:00 on 12-17-13**

CONSTRUCTION CONTRACTS REVIEW OF THE APPARENT LOW BIDDER

REFERENCE NO. 3

Reference Name Page Utilities

Project Name: Page Cedar St Waterline

Phone Number: (928) 660-9995 Contact Person: Matt Wood

Who was the Superintendent? Drew Booth

Can you confirm completion date? November, 2013

Was the project completed on time? Yes

Was it necessary to withhold any retention from lack of performance? Small Amount (resident) , sent \$\$\$ to resident

Were there change orders? Excessive? No, owner decision

Can you confirm the project cost? \$324,000 (310 without force account)

Did the contractor perform their own surveying? Was no surveying

Quality of the staking? _____

Was there underground utility work? Yes

Which underground Utilities? 2,500 feet of 8" Watermain

Quality of underground work? It was okay. A few areas were sloppy.

Did a sub perform this work? Self performed.

Was there paving involved with project? Minimal, trench repair.

Quality of paving? Fine, road is in bad shape anyway.

Did a sub perform the paving? Self performed

Was there concrete involved with the project? minimal

Type of concrete? Sidewalk, curb, and gutter, 4 panels.

Quality of concrete? Seems fine

Did a sub perform the concrete work? Self performed.

Was there any work on individual private properties or restoration of existing improvements as a part of this contract? Yes. Relocated mains from backyards into street. Directional Bored from street to backyards. 45 service tie-ins.

Quality of the work? Good at times, and watch them on others.

Did a sub perform the work? No.

Was the site kept clean? One of the weak spots. Needed Reminders.

Was there traffic control involved and were there any problems? Very little, residential, could've used more.

Were any stop notices or claims filed? No

If yes: Are any still outstanding? _____

What was the amount of the stop notice(s)? _____

Would you offer a favorable, neutral, or unfavorable recommendation of the Contractor? Favorable.

Other comments: Have to stay on em. Quick with the mainline.

Reviewed By: Sean Perrotto Date: _____



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, July 8, 2014

Agenda Item #5 Discussion and possible action to approve Resolution 14-04 adopting the 2014 Town of Quartzsite General Plan.

Summary: The General Plan for the Town of Quartzsite was originally adopted by the Council on November 25, 2003 and passed in an election held March 9, 2004. The Council approved the election canvas on March 24, 2004 which established the official date of ratification of the Town's General Plan.

The Town Attorney has reviewed this Resolution to ensure that it meets all legal and statutory requirements.

The Planning and Zoning Commission held a public hearing on May 20, 2014 and held a meeting on June 23, 2014 to review, discuss and take action to unanimously recommend the 2014 Town of Quartzsite General Plan to the Town Council.

Responsible Person: Skylor Miller, Town Manager

Attachment: Resolution of the Town Council of the Town of Quartzsite adopting the 2014 Town of Quartzsite General Plan

Action Requested: Approve Resolution 14-04 of the Town Council of the Town of Quartzsite adopting the 2014 Town of Quartzsite General Plan.

TOWN OF QUARTZSITE
RESOLUTION NO. 14-04

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUARTZSITE, ARIZONA; ADOPTING THE 2014 TOWN OF QUARTZSITE GENERAL PLAN

WHEREAS, the Town Council has established the Planning and Zoning Commission as the planning agency of the Town; and

WHEREAS, Town staff and the Planning and Zoning Commission have updated the comprehensive, long-range General Plan for the development of the Town in accordance with the requirement of Title 9, Chapter 4, Article 6, Section 9-461 et seq.; and

WHEREAS, the Planning and Zoning Commission held a public hearing on May 20, 2014 and has reviewed the proposed 2014 General Plan and the public comments relating to the General Plan; and has unanimously recommended the adoption of the 2014 General Plan to the Mayor and Town Council; and

WHEREAS, after reviewing the proposed 2014 General Plan and considering the public comments received by the Planning and Zoning Commission at the May 20, 2014 public hearing and the recommendation of the Planning and Zoning Commission made at the June 23, 2014 meeting, the Town Council believes that the adoption of the proposed 2014 General Plan is in the best interest of the town and will help promote the health, safety and welfare of the Town; and

WHEREAS, the Town Council has reviewed the scope of the proposed 2014 General Plan and finds that the 2014 General Plan contains the elements required for an effective General Plan including: (1) a land use element; (2) a transportation element; (3) a water resources element; (4) an economic development and growth element; and (5) components designed to assist the Town with its comprehensive, long-range planning; and

WHEREAS, Arizona Revised Statutes Title 9, Chapter 4, Article 6, Section 9-461.06 requires that the adoption of the 2014 General Plan or any amendment to such plan shall be by resolution of the governing body of the municipality.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Quartzsite, Arizona, that the current general plan approved in 2003 is hereby repealed and that the 2014 Town of Quartzsite General Plan, attached hereto and incorporated herein by reference, be and it is hereby adopted as the General Plan for the Town of Quartzsite, Arizona, pursuant to A.R.S. Section 9-461 et. seq.

BE IT FURTHER RESOLVED that all resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed.

BE IT FURTHER RESOLVED that if any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Quartzsite, Arizona this 8th day of July 2014.

AFFIRMED:

Ed Foster, Mayor

ATTEST:

Tina Abriani, Town Clerk



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, July 8, 2014

Agenda Item #6 Review, discussion and possible adoption of an ordinance adopting by reference amendments to the Town Code, Chapter 3, Administration.

Summary: Quartzsite Town Code, Chapter 3, Administration, contains conflicting provisions. Council requested the Town Attorneys conduct a review of the various provisions, identify options, and provide recommendations for discussion and consideration.

Responsible Persons: Curtis, Goodwin, Sullivan, Udall & Schwab, Town Attorneys
Skylor Miller, Town Manager

Attachment:

1. Proposed ordinance amending the Town Code, Chapter 3, Administration
2. 2014 Amendments to Chapter 3 of the Quartzsite Town Code

Action Requested: Motion to adopt Ordinance No. 14-04 amending the Town Code, Chapter 3, Administration.

ORDINANCE NO. 14-04

AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF QUARTZSITE, ARIZONA, DECLARING THE DOCUMENT ENTITLED THE “2014 AMENDMENTS TO CHAPTER 3 OF THE QUARTZSITE TOWN CODE” AS A PUBLIC RECORD; ADOPTING BY REFERENCE THAT PUBLIC RECORD KNOWN AS THE “2014 AMENDMENTS TO CHAPTER 3 OF THE QUARTZSITE TOWN CODE” TO AMEND THE TOWN CODE OF QUARTZSITE, ARIZONA, CHAPTER 3 ADMINISTRATION, ARTICLE 3.1 OFFICERS IN GENERAL, SECTION 3-1-1 OFFICERS; AMENDING ARTICLE 3-2 OFFICERS, BY AMENDING SECTIONS 3-2-1 TOWN MANAGER, 3-2-2 TOWN CLERK, 3-2-4 TOWN ENGINEER, AND 3-2-5 TOWN ATTORNEY AND REPEALING SECTION 3-1-4 VACANCIES; HOLDING MORE THAN ONE OFFICE RELATED TO APPOINTMENT AND DUTIES OF OFFICERS IN THE TOWN; AMENDING ARTICLE 3-3 PERSONNEL SYSTEM BY AMENDING SECTIONS 3-3-2 CONDITIONS OF EMPLOYMENT AND 3-3-5 PERSONNEL ADVISORY BOARD RELATED TO THE CONDITIONS OF TOWN EMPLOYMENT AND TO APPOINTMENT AND DUTIES OF THE PERSONNEL ADVISORY BOARD; AMENDING ARTICLE 3-4 PROCUREMENT BY AMENDING SECTIONS 3-4-1 GENERAL, 3-4-2 PROCEDURE AND 3-4-3 AWARD BY COUNCIL AND ADDING NEW SECTIONS 3-4-8 CHANGE ORDERS AND 3-4-9 UNAUTHORIZED PURCHASES AND REPEALING SECTIONS 3-4-3 EXCLUSIVE SERVICE, 3-4-7 EMERGENCY PURCHASES, 3-4-9 PROFESSIONAL SERVICES AND 3-4-10 COOPERATIVE PURCHASING RELATED TO PROCEDURES FOR PROCUREMENT; AMENDING ARTICLE 3-5 OFFICE OF ZONING ADMINISTRATOR BY AMENDING SECTIONS 3-5-2 APPOINTMENT OF ZONING ADMINISTRATOR AND (SECOND) 3-5-2 APPOINTMENT OF ZONING ADMINISTRATOR RELATED TO APPOINTMENT AND DUTIES OF THE ZONING ADMINISTRATOR; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY

BE IT ORDAINED BY the Common Council of the Town of Quartzsite, Arizona as follows:

Section I. In General

That certain document known as the “2014 Amendments to Chapter 3 of the Quartzsite Town Code” three (3) copies of which shall remain on file in the office of the Town Clerk, is hereby declared to be a public record.

The Code of Quartzsite, Arizona, Chapter 3 Administration shall be amended by adopting the “2014 Amendments to Chapter 3 of the Quartzsite Town Code” which public record is hereby referred to, 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.

PASSED AND ADOPTED by the Common Council of the Town of Quartzsite, Arizona, this ____ day of _____, 2014, by the following vote:

AYES: _____
NAYES: _____ ABSENT: _____
EXCUSED: _____ ABSTAINED: _____

APPROVED this ____ day of _____, 2014.

Ed Foster, Mayor

ATTEST:

Tina Abriani, Town Clerk

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
Town Attorneys
By: Susan D. Goodwin

I, TINA APRIANI, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. _____ ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF QUARTZSITE, ARIZONA, ON THE ____ DAY OF _____, 2014, WAS POSTED IN THREE PLACES AND ON THE TOWN'S WEBSITE ON THE ____ DAY OF _____, 2014.

Town Clerk

2014 AMENDMENTS TO CHAPTER 3 OF THE QUARTZSITE TOWN CODE

CHAPTER 3 ADMINISTRATION

ARTICLE 3-1 OFFICERS IN GENERAL

Section 3-1-1 Officers

There are hereby created the offices of town manager, town clerk, police chief, town engineer, town attorney and town magistrate who shall be appointed by the Council and who shall serve, with the exception of the magistrate, at the pleasure of the Council. The magistrate shall be appointed for a term of office as provided in Section 5-2-1.

~~Section 3-1-4 Vacancies; Holding More Than One Office~~

~~Any vacancy that shall occur in any town office shall be filled by appointment by the Council, provided that one person may hold more than one office and that, at the discretion of the Council, the functions of a town official may be validly performed and discharged by a deputy or another town official, or an otherwise qualified individual not holding office but employed at the pleasure of the Council.~~

ARTICLE 3-2 OFFICERS

Section 3-2-1 Town Manager

* * * *

- D. Removal Procedure. The town manager may be removed by a majority vote of the MEMBERS OF THE Council. ~~If requested, the Council shall grant him a public hearing within thirty days following notice of removal. During the interim, the Council may suspend the manager from duty, but shall continue his salary and, if the removal becomes final, shall pay his salary for one month following the removal date.~~ SEVERANCE PAY, IF ANY, SHALL BE AS PROVIDED IN A CONTRACT.
- E. Powers and Duties. The town manager shall be the administrative head of the government of the town under the direction and control of the Council except as otherwise provided by the Council. He shall be responsible to the Council for the proper administration of all affairs of the town. In addition to his general powers as administrative head and not as a limitation thereon, it shall be his duty and he shall have the powers set forth in the following paragraphs.

1. Appoint and, when necessary for the good of the service, suspend or remove all officers and employees of the town not appointed by the Council. IF AN OFFICER OR EMPLOYEE'S APPOINTMENT REQUIRED THE CONCURRENCE OF THE COUNCIL, REMOVAL SHALL REQUIRE CONCURRENCE OF THE COUNCIL. He may authorize the head of a department or office to appoint, suspend or remove subordinates in such department or office. ALL APPOINTMENTS AND REMOVALS SHALL BE BASED ON MERIT AND UPON THE QUALIFICATIONS AND DISQUALIFICATIONS OF SUCH OFFICER OR EMPLOYEE WITHOUT REGARD TO ANY POLITICAL BELIEF OR AFFILIATION.

* * *

6. Recommend to the governing body COUNCIL from time to time adoption of such measures as he may deem necessary or expedient for the health, safety or welfare of the community or for the improvement of administrative services.

* * *

12. OVERSEE THE WORK OF THE POLICE CHIEF AND PROVIDE FOR A WRITTEN EVALUATION ON AN ANNUAL BASIS TO BE PROVIDED TO THE COUNCIL FOR CONSIDERATION.

Renumber existing paragraph 12 to paragraph 13.

Section 3-2-2 Town Clerk

A. Appointment. The Clerk shall be appointed by the Town Manager WITH THE CONCURRENCE OF THE COUNCIL. The position shall be classified and subject to the Town of Quartzsite Personnel Policy.

* * *

Section 3-2-4 Town Engineer

The town engineer shall be appointed by the TOWN MANAGER WITH THE CONCURRENCE OF THE Council. The engineer shall have charge of the town streets, sewers and waterworks and shall perform such duties as may be required of him by law and such other duties as the Council may deem necessary.

Section 3-2-5 Town Attorney ; TOWN PROSECUTOR

- A. TOWN ATTORNEY. The Town Attorney shall be appointed by the Town ~~Manager under contract terms approved by Council~~. The Town Attorney shall act

as the legal counselor and advisor of the Council and other town officials and, as such, shall give his opinion in writing when requested by the Town Manager. The Town Attorney shall review and assist in the drafting of all deeds, contracts, conveyances, ordinances, resolutions and other legal instruments when required by the Town Manager. The Town Attorney shall approve or disapprove as to form, in writing, all drafts of contracts and all official or other bonds before final approval or acceptance thereof by the Council. The Town Attorney shall return within the time allotted by the Town Manager all ordinances and resolutions submitted for consideration by the Town Manager, with approval or disapproval as to form noted thereon, together with the reasons therefore. EXCEPT FOR MATTERS HANDLED BY COUNSEL APPOINTED BY THE TOWN'S INSURANCE CARRIER, the Town Attorney shall prosecute and defend all CIVIL suits, actions or causes where the town is a party to the extent of the Town Attorney's ability and in accordance with the Town Attorney's independent professional legal judgment and in compliance with the Arizona Supreme Court's Rule of Professional Responsibility shall report to the Council, when required, the condition of any suit or action to which the town is a party. THE TOWN ATTORNEY SHALL ATTEND ALL COUNCIL MEETINGS TO ADVISE THE COUNCIL ON LEGAL ISSUES AND SERVE AS TOWN PARLIAMENTARIAN.

- B. TOWN PROSECUTOR. The Town Attorney PROSECUTOR shall prosecute all criminal charges in the Quartzsite Magistrate Court which are supported by probable cause within the parameters of the Arizona Supreme Court's Rules of Professional Responsibility and prevailing standards of prosecution. The Town Attorney PROSECUTOR shall prosecute all civil, petty and civil traffic offenses in the Quartzsite Magistrate Court which are supported by probable cause within the parameters of Professional responsibility and prevailing standards of prosecution if the defendant in such matters is represented by counsel. ~~The Town Attorney shall attend all Council meetings to advise the Council on legal issues and serve as Town Parliamentarian.~~

ARTICLE 3-3 Personnel System

Section 3-3-2 Conditions of Employment

The appointment, promotion and tenure of every employee shall be conditioned solely on merit, ~~and fitness~~ QUALIFICATIONS and the satisfactory performance of the duties and responsibilities assigned. No employee or applicant for employment shall be discriminated against on the basis of race, color, religion, sex, age or political affiliation.

Section 3-3-5 Personnel ADVISORY Board

A. Terms

There is hereby created a personnel board, which shall consist of three (3) REGULAR members AND TWO (2) ALTERNATE MEMBERS from the citizens of the town, REGULAR MEMBERS AND ALTERNATES SHALL BE appointed by the Mayor and Council, ~~setting~~ THE terms of REGULAR MEMBERS SHALL BE three (3) years, so staggered that only two (2) board member terms expire in the same year. THE TERMS OF THE ALTERNATE MEMBERS SHALL BE ONE (1) YEAR. ALTERNATE MEMBERS SHALL BE CALLED BY THE CHAIRMAN AS NEEDED TO ASSURE A QUORUM IS PRESENT. This board shall be required to meet a minimum of once each year at a date and time to be determined by the members of the board. Special Meetings may be called as needed by the chairman. The REGULAR members of the board shall elect a chairman from their membership to conduct the meetings. The members of the personnel board shall serve at the pleasure of the Mayor and Council.

B. Duties

The board shall meet as needed to conduct hearings on qualified employee grievances and make recommendations to the Town Manager or his/her designee as the Personnel Officer. ~~In the event that the board does not have full membership, the Hearing Officer for the Town of Quartzsite, Arizona, or in his absence the Hearing Officer for La Paz County, Arizona shall conduct the hearing on qualified employee grievances and make recommendations to the Town Manager and his/her designee as the Personnel Officer.~~ THE BOARD MAY MEET IN EXECUTIVE SESSION IN ACCORDANCE WITH THE ARIZONA OPEN MEETING LAW.

ARTICLE 3-4 PROCUREMENT

Section 3-4-1 General

The Town Manager is the procurement agent for the town. ~~Procurement of property or services whether by purchases or by contract for services called Category 1, Category 2, Category 3, and Category 4, which shall be further defined by Resolution of the Common Council.~~ NO PURCHASE OF GOODS OR CONTRACT FOR SERVICES OF ANY KIND OR DESCRIPTION, PAYMENT FOR WHICH IS TO BE MADE FROM FUNDS OF THE TOWN, SHALL BE MADE BY THE PROCUREMENT AGENT, OR ANY OFFICER, EMPLOYEE OR AGENT OF THE TOWN, EXCEPT IN THE MANNER SET FORTH IN THIS ARTICLE, AND UNLESS SAID PURCHASE IS IN ACCORDANCE WITH THE ADOPTED TOWN BUDGET.

Section 3-4-2 Procedure

~~A. Any Category 1 procurement may be made by the procurement agent or his or her proxy without further formality.~~

~~B. Any Category 2 procurement made by the procurement agent or his or her proxy shall require the solicitation of at least three oral bids for the item or service and the procurement made from the lowest responsible bidder.~~

~~C. Any Category 3 procurement made by the procurement agent or his or her proxy shall require the solicitation of at least three oral bids for the item or service and the procurement made from the lowest responsible bidder.~~

~~D. Category 4 procurement.~~

A. \$2,000 OR LESS. WHENEVER ANY CONTEMPLATED PURCHASE OF GOODS OR CONTRACT FOR SERVICES IS FOR THE SUM OF \$2,000 OR LESS, THE PROCUREMENT AGENT MAY PURCHASE THE ITEM AS NEEDED WITHOUT FURTHER FORMALITY.

B. \$2,001 TO \$4,000 INCLUSIVE. WHENEVER ANY CONTEMPLATED PURCHASE OF GOODS OR CONTRACT FOR SERVICES IS FOR THE SUM OF AT LEAST \$2,001 BUT NOT MORE THAN \$4,000, THE PROCUREMENT AGENT SHALL SOLICIT AT LEAST THREE ORAL BIDS FOR THE ITEM OR SERVICE. THE PROCUREMENT AGENT MAY THEN AWARD THE PURCHASE OR CONTRACT OF SERVICE TO THE LOWEST RESPONSIBLE BIDDER WHO SUBMITS A RESPONSIVE BID.

C. \$4,001 TO \$8,000 INCLUSIVE. WHENEVER ANY CONTEMPLATED PURCHASE OF GOODS OR CONTRACT FOR SERVICES IS FOR THE SUM OF AT LEAST \$4,001 BUT NOT MORE THAN \$8,000, THE PROCUREMENT AGENT SHALL SOLICIT AT LEAST THREE WRITTEN BIDS FOR THE ITEM OR SERVICE ON BID FORMS AND AWARD THE PURCHASE OR CONTRACT OF SERVICES TO THE LOWEST RESPONSIBLE BIDDER.

D. \$8,000 AND OVER. WHENEVER ANY CONTEMPLATED PURCHASE OF GOODS OR CONTRACT FOR SERVICES IS FOR THE SUM OF \$8,000 OR MORE, THE PROCUREMENT AGENT SHALL CAUSE TO BE PUBLISHED IN TWO ISSUES OF A NEWSPAPER OF GENERAL CIRCULATION IN THE TOWN, NOTICE INVITING BIDS, WHICH NOTICE SHALL BE PUBLISHED AT LEAST FIVE DAYS PRIOR TO THE DATE SET FOR THE RECEIPT OF THE BIDS. THE NOTICE HEREIN REQUIRED SHALL INCLUDE A GENERAL DESCRIPTION OF THE ARTICLES TO BE PURCHASED OR SERVICES TO BE PERFORMED AND THE TIME AND PLACE FOR OPENING BIDS. IN ADDITION, THE PURCHASING AGENT SHALL POST A NOTICE INVITING BIDS IN THE TOWN HALL AND MAY ALSO MAIL TO ALL RESPONSIBLE PROSPECTIVE SUPPLIERS A COPY OF THE NOTICE INSERTED IN THE NEWSPAPER.

~~E. Purchases and contracts for property shall require the publication of a solicitation for bids in two issues of a newspaper of general circulation in the town giving not~~

less than at least ten days following the second publication for prospective bidders to place a bid unless the cost of publication is equal to or in excess of two percent (2%) of the cost of the procurement inclusive of any taxes, fees or other necessary charges.

~~F. If publication of notice of solicitation of bids is required, the notice shall include a general description of the articles to be purchased or services to be performed and the time and place for opening bids. In addition, the procurement agent shall post a notice inviting bids in the town hall and may also mail to all responsible prospective suppliers a copy of the notice inserted in the newspaper.~~

~~G. If publication of notice of solicitation of bids is not required, procurement shall be conducted as for Category 3 procurement.~~

E. EXCEPTIONS: THE FOLLOWING PROCUREMENTS ARE EXEMPT FROM THE BIDDING REQUIREMENTS OF THIS ARTICLE TO THE EXTENT SET FORTH BELOW.

1. CONSTRUCTION CONTRACT. CONSTRUCTION PROJECTS ARE EXEMPT FROM THESE BIDDING REQUIREMENTS AND SHALL COMPLY WITH TITLE 34, ARIZONA REVISED STATUTES; HOWEVER, IF PUBLIC COMPETITIVE BIDDING IS NOT REQUIRED PURSUANT TO A.R.S. § 34-201(C) AND (D), THEN THE REQUIREMENTS OF THIS SECTION SHALL APPLY.
2. COOPERATIVE PURCHASING. COOPERATIVE PURCHASES ARE EXEMPT FROM THESE BIDDING REQUIREMENTS WHENEVER OTHER GOVERNMENTAL UNITS HAVE BID THE SAME ITEM OR SERVICE IF, IN THE OPINION OF THE PROCUREMENT AGENT, A SEPARATE BIDDING PROCESS IS NOT LIKELY TO RESULT IN A LOWER PRICE FOR SUCH ITEMS OR SERVICES. PURCHASES FROM THE STATE BID LIST ARE COOPERATIVE PURCHASES.
3. SOLE SOURCE PROVIDERS. PURCHASES FROM SOLE SOURCE PROVIDERS ARE EXEMPT FROM THESE BIDDING REQUIREMENTS IF THE PROCUREMENT AGENT MAKES A WRITTEN DETERMINATION THAT COMPETITION IS NOT AVAILABLE AND THERE IS ONLY ONE KNOWN SOURCE FOR THE GOODS OR SERVICES.
4. PROFESSIONAL SERVICES. CONTRACTS FOR PROFESSIONAL SERVICES ARE EXEMPT FROM THESE BIDDING REQUIREMENTS. CONTRACTS FOR PROFESSIONAL SERVICES OF ENGINEERS, ARCHITECTS, LANDSCAPE ARCHITECTS, ASSAYERS, GEOLOGISTS AND LAND SURVEYORS MAY BE REQUIRED TO COMPLY WITH THE

PROCEDURES SET FORTH IN A.R.S. § 34-102(C), A.R.S. § 34-103(C) AND (D) OR TITLE 34, CHAPTER 6, ARIZONA REVISED STATUTES.

5. INTERGOVERNMENTAL AGREEMENTS. INTERGOVERNMENTAL AGREEMENTS ARE EXEMPT FROM THESE BIDDING REQUIREMENTS.
6. EMERGENCY PURCHASES. THE PROCUREMENT AGENT MAY PROCURE AND CONTRACT FOR SUPPLIES AND SERVICES WITHOUT COMPLIANCE WITH THE PROCEDURES SET FORTH IN THIS SECTION WHEN THERE HAS BEEN A DETERMINATION THAT AN EMERGENCY PURCHASE IS NECESSARY. THE PROCUREMENT AGENT SHALL BE RESPONSIBLE FOR DETERMINING THE VALIDITY OF ALL EMERGENCY PURCHASE REQUESTS. A COMPLETE WRITTEN EXPLANATION SHALL BE PROVIDED TO THE COUNCIL AS SOON AS REASONABLY PRACTICAL AFTER THE EMERGENCY PURCHASE.
7. USED EQUIPMENT. PURCHASES OF USED EQUIPMENT AND NON-DURABLE PURCHASES SUCH AS FUEL AND OIL ARE NOT SUBJECT TO THE BIDDING PROCEDURES APPLICABLE TO OTHER PURCHASES ON THE RECOMMENDATION OF THE PROCUREMENT AGENT AND APPROVAL OF THE COUNCIL.
- ~~H. Solicitation of bids for Category 4 contracts for services shall be made as for the solicitation of bids for Category 4 purchases or contracts for the purchase of goods except that entry into Category 4 contracts for services shall be by the Mayor or the Town Manager at the direction of the Common Council after consideration of the advice of the procurement agent concerning the advantages or disadvantages of contract and bid proposals.~~
- ~~I. Purchases of used equipment and non-durable purchases such as fuel and oil are not subject to the bidding procedures applicable to other purchases on the recommendation of the procurement agent and approval of the Council.~~
- F. NOTHING IN SUBSECTION E SHALL PRECLUDE THE TOWN FROM SOLICITING BIDS OR PROPOSALS FOR THE PROCUREMENT LISTED IN SUBSECTION E IF THE PURCHASING AGENT OR COUNCIL DEEMS IT TO BE IN THE BEST INTEREST OF THE TOWN TO DO SO.
- G. PROPOSED PURCHASES OF MULTIPLE ITEMS SHALL NOT BE SEGREGATED FOR THE PURPOSE OF AVOIDING THE REQUIREMENTS OF THIS SECTION.

SECTION ~~3-4-3~~ EXCLUSIVE SERVICE

~~IN THE EVENT THAT THERE IS ONLY ONE FIRM OR COMPANY OR INDIVIDUAL CAPABLE OF PROVIDING A PARTICULAR SERVICE OR COMMODITY AND SUCH SERVICES OR COMMODITIES CANNOT BE SECURED FROM OTHER PERSONS OR COMPANIES, SECTION 3-4-2 SHALL NOT BE APPLICABLE, AND SUCH SERVICES OR COMMODITIES CAN BE SECURED WITHOUT BIDDING.~~ [

SECTION 3-4-3 AWARD BY COUNCIL

NO CONTRACT OF \$8,000 OR MORE SHALL BE LET EXCEPT BY THE COUNCIL. WHENEVER ANY CONTEMPLATED PURCHASE OR COMMODITIES OR CONTRACT FOR SERVICES IS FOR THE SUM OF \$8,000 OR MORE, THE PURCHASING AGENT SHALL PRESENT THE BIDS TO THE COUNCIL FOR APPROVAL, AND ADVISE THE COUNCIL OF THE ADVANTAGES OR DISADVANTAGES OF THE CONTRACT AND BID.

Section 3-4-4 Bidding

- A. The procurement agent and all parties contracting with the town shall follow the procedure set forth in this section in relation to all bids required under Section 3-4-2. All notices and solicitation of bids shall state the time and place for opening.
- B. All bids shall be submitted sealed to the procurement agent and shall be identified as bids on the envelope.
- C. All bids shall be opened in public at the time and place stated in the public notice.
- D. A tabulation of all bids received shall be posted in the Town Hall for public inspection.
- E. The procurement agent or the Common Council, as appropriate, shall have the authority to reject any and all bids and parts of all bids and re-advertise or re-solicit bids.

Section 3-4-5 Determination of Lowest Responsible Bidder

Unless the Common Council or procurement agent exercises the right of rejection, the purchase or contract shall be made from and with the lowest responsible bidder for the entire purchase or contract or for any part thereof. In determining the lowest responsible bidder, the Common Council and/or the procurement agent shall consider:

- A. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- B. Whether the bidder can perform the contract or provide the services promptly or within the specified time, without delay or interference.

- C. The quality of performance of previous contracts.
- D. The previous and existing compliance by the bidder with procurement requirements and laws and ordinances of the town.
- E. The financial resources and ability of the bidder to perform the contract.
- F. The quality, availability and adaptability of the supplies or services.

Section 3-4-6 Performance Bond

The procurement agent shall have the authority to require a performance bond, in cash or otherwise, for such amount as he may deem sufficient to secure the execution of the contract for the best interest of the town.

~~Section 3-4-7 Emergency Purchases~~

~~In case of an emergency which requires immediate purchases of supplies or services and when time is of the essence, the Town Manager shall be empowered to authorize the procurement agent with the Common Council at a regular meeting not more than thirty (30) days following the procurement.~~

Section 3-4-87 Forms

The procurement agent shall prescribe and maintain such forms as he shall find necessary for the operation of the provisions of this article.

~~Section 3-4-9 Professional Services~~

~~Unless required by the council, the bidding and other requirements of this article shall not apply to professional services. Such services shall include, but not be limited to, the following: physicians, attorneys, engineers and similar professions.~~

~~Section 3-4-10 Cooperative Purchasing~~

~~This article shall not apply to purchases made by, through or with the State of Arizona or its political subdivisions. The town may make purchase or award contracts for services without a formal bidding process whenever other governmental units have done so for the same item or service if, in the opinion of the procurement agent, a separate bidding process is not likely to result in a lower price for such items or service.~~

SECTION 3-4-8 CHANGE ORDERS

- A. CHANGE ORDERS, INCLUDING CHANGE ORDERS FOR CONSTRUCTION PROJECTS, THAT DO NOT INCREASE THE CONTRACT AMOUNT MAY BE APPROVED AND EXECUTED BY THE PROCUREMENT AGENT.

- B. CHANGE ORDERS, INCLUDING CHANGE ORDERS FOR CONSTRUCTION PROJECTS, THAT INCREASE THE CONTRACT AMOUNT MAY BE APPROVED AND EXECUTED BY THE PROCUREMENT AGENT IF THE TOTAL OF ALL CHANGE ORDERS FOR THE CONTRACT DOES NOT EXCEED THE LESSER OF TEN PERCENT OF THE ORIGINAL CONTRACT AMOUNT OR \$8,000.00.

SECTION 3-4-9 UNAUTHORIZED PURCHASES

NO TOWN EMPLOYEE SHALL ORDER THE PURCHASE OF SUPPLIES OR SERVICES OR MAKE CONTRACTS ON BEHALF OF THE TOWN OTHER THAN THROUGH THE PROCEDURES SET FORTH IN THIS ARTICLE AND THE TOWN SHALL NOT BE BOUND HEREBY; PROVIDED THAT EXCEPTIONS MAY BE MADE FOR EMERGENCY TRAVEL.

ARTICLE 3-5 OFFICE OF ZONING ADMINISTRATOR

Section 3-5-2 Appointment of ZONING Administrator

The zoning administrator shall be appointed by the TOWN MANAGER WITH THE CONCURRENCE OF THE Council. THE ZONING ADMINISTRATOR and may be the town manager, town clerk or any other individual appointed by the Council, which the Council finds to be qualified to hold said position.

Section ~~3-5-2~~ 3-5-3 DUTIES OF ~~Appointment of~~ ZONING Administrator

It shall also be the duty of the zoning administrator to make recommendations to the planning and zoning commission as to zoning changes that are necessary in the town, and, upon the filing of an application with the zoning commission for a change of zoning, the zoning administrator shall ~~hold a hearing after giving the same notice that it requires for a regular planning and zoning commission meeting prior to making said recommendations. After holding a public hearing, the zoning administrator shall~~ make his recommendations, in writing, REGARDING THE APPLICATION, citing the facts upon which he relies in making his decisions. THE ZONING ADMINISTRATOR and shall submit his recommendations to the planning and zoning commission prior to the planning and zoning commission ~~holding any hearings which deal with the rezoning of any parcel of property within the town.~~



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, July 8, 2014

Agenda Item #7 Consideration and possible approval of a franchise with Arizona Public Service for the use of Town streets for electric utility purposes and ordering that the question of approval of the franchise by the voters be placed on the November 4, 2014 ballot.

Summary: The existing franchise agreement with Arizona Public Service will expire in 2015. The Arizona Constitution requires that utility franchises be approved by the voters and it is proposed that this franchise be placed on the ballot for the November 4, 2014 election. The franchise gives APS the right to use the Quartzsite streets, alleys and other public rights-of-way to construct, maintain and operate its electric facilities in the Town. The franchise requires APS to relocate its facilities without cost to the Town, when APS facilities conflict with the Town's street projects and when the relocation is required by the Town for a governmental purpose. The franchise fee is two percent of the APS revenue from customers within the Town limits.

Responsible Person: Skylor Miller, Town Manager

Attachments: Franchise

Action Requested: Motion to approve the franchise with Arizona Public Service and directing that the question of approval of the franchise by the voters be placed on the November 4, 2014 ballot.

FRANCHISE AGREEMENT

BETWEEN

ARIZONA PUBLIC SERVICE COMPANY

AND

QUARTZSITE, ARIZONA

Section 1. - Grant of Franchise:

There is hereby granted to Arizona Public Service Company, a corporation organized and existing under and by virtue of the laws of the State of Arizona (herein called "Grantee"), its successors and assigns, a franchise (herein called the "Franchise") to construct, maintain and operate its electrical system, as defined herein, upon, over, along, across and under the present and future public rights-of-way. These rights-of-way include but are not limited to streets, alleys, ways and highways in the Town of Quartzsite, Arizona (herein called "Town"). Grantee's system includes electric power lines, together with all necessary or desirable appurtenances, including, but not limited to, poles, towers, wires, cables, conduits, transmission lines, transformers, switches and communication lines for its own use. This Franchise is for Grantee's use of Town's public rights-of-way to supply and deliver electric energy to Town, its successors, the inhabitants thereof, and all individuals and entities either within or beyond the limits thereof, for all purposes.

Any street lighting service furnished by Grantee to Town or to any street lighting improvement district within Town shall be the subject of a separate agreement and shall not be governed by the provisions of this Franchise.

This Franchise includes the right to use public rights-of-way for the location of communication lines and appurtenances owned and operated by Grantee incidental to

supplying electric energy under this Franchise. This Franchise does not include the right to use public rights-of-way for one-way transmissions directly to customers, users or subscribers of video programming, if any, which is required for the selection of or response to video programming. For purposes of the foregoing, the term “video programming” means programming provided by or generally considered comparable to programming provided by a television broadcast station. Grantee agrees that if Grantee uses or leases to others, the wires, towers, cables or lines for any purpose other than supplying electric services, before such use or lease, Grantee or Grantee’s lessee shall apply for and obtain a separate license from Town.

Town shall not be liable to Grantee should Grantee construct facilities pursuant to this Franchise in an area over which Town has erroneously exercised jurisdiction.

Section 2. – Grantee’s Compliance with Town Code; Plans Submitted for Approval; Town Construction near Grantee’s Facilities:

Town expressly reserves unto itself, subject to the limitations of the Constitution and laws of Arizona, the right to ensure the safety and welfare of the public, including without limitation to, pass and enforce ordinances to protect the public from danger or inconvenience in the operation of any work performed in the public rights-of-way, including without limitation enforcement of this Franchise.

All construction under this Franchise shall be performed in accordance with applicable codes and ordinances of Town with respect to such public rights-of-way. Such construction shall be completed within a reasonable time. Before Grantee makes any installations in the public rights-of-way, Grantee shall upon request or direction from Town obtain a construction permit and submit for approval a map showing the location of

such proposed installations to the designated Town official. Town and Grantee agree and understand that there may be instances when Grantee is required to make repairs that are of an emergency nature. Grantee shall notify Town prior to such repairs, to the extent practicable, and shall obtain the necessary permits in a reasonable time after notification, showing the work performed in the public rights-of-way.

If Town authorizes either directly or through a contractor any construction project adjacent to or near Grantee's facilities operated pursuant to this Franchise, Town shall include in all such construction specifications, bids, and contracts, a requirement that the contractor or his designee must comply with the overhead power line safety laws (A.R.S. § 40-360.41 *et. seq.* as amended).

Section 3. – Construction and Relocation of Grantee's Facilities; Payment:

All facilities installed or constructed pursuant to this Franchise shall be so located or relocated and so erected as to minimize the interference with traffic, or other authorized uses over, under or through the public rights-of-way. Furthermore, Grantee shall not install, construct, maintain or use its facilities in a manner that damages or interferes with any existing facilities of another utility located in the public rights-of-way and agrees to relocate its facilities, if necessary, to accommodate another facility relocation that has a prior rights interest in the public rights-of-way.

Annually, the Town and Grantee shall provide one another with a general schedule of its known future construction projects in order that construction projects may be coordinated to the extent practicable. Neither party shall finalize the design of any facility without providing the other party notice as set forth in Section 15 below, and a reasonable opportunity to comment. If either party identifies a potential conflict between their

existing facilities and the other party's proposed facilities, said party shall immediately notify the other party of such conflict and the parties shall use their best efforts to resolve such conflict.

Activities related to the construction of Grantee's facilities within the rights-of-way such as traffic control, backfilling, compaction and paving, and the location or relocation of lines and related facilities shall be subject to regulation by Town. Grantee shall keep accurate records of the location of all facilities in the public rights-of-way and furnish them to Town upon request. Upon completion of new or relocation construction of underground facilities in the public rights-of-way, Grantee shall, upon request or direction from Town, provide Town's Engineer with corrected drawings showing the location of the underground facilities in those cases where the actual location differs significantly from the proposed location. Grantee shall provide to Town, upon Town's request, the actual location of such new or relocated facilities in the public rights-of-way in an electronic format. Such format shall conform to utility industry best-practice standards. Grantee shall be required to obtain and pay all required fees and charges for construction permits and inspections of all non-electrical transmission or distribution facilities constructed within Town, including but not limited to, office buildings, storage buildings, or repair shops. Permits for electrical transmission or distribution facilities will be issued at no cost under this Franchise.

- A. If Town requires Grantee to relocate Grantee's facilities which are located in private easements obtained by Grantee prior to Town's acquisition of said property from which the facilities must be relocated, the entire cost of relocating Grantee's facilities (including the cost of purchasing a new

private easement if necessary) shall be borne by Town. Town shall also bear the entire cost of all subsequent relocations of the relocated facilities required by Town, until such time as Town condemns or purchases Grantee's private easement.

B. Except as covered in Paragraph A above, Grantee shall bear the entire cost of relocating its facilities located on public rights-of-way, the relocation of which is necessary for Town's or a contractor of Town carrying out of Town's governmental functions. Notwithstanding the foregoing, if Grantee is requested to perform work of a temporary nature on a governmental project to relieve construction problems which could be relieved by other means, the cost of said temporary work will be borne by Town or Town's contractor working on the governmental project. Governmental functions are those duties imposed on Town, where the duties involve a general public benefit, not in the nature of a corporate or business undertaking for the corporate benefit and interest of Town. Governmental functions include, but are not limited to, the following:

1. Any and all improvements to Town's public rights-of-way;
2. Establishing and maintaining domestic water systems, sanitary sewers, storm drains, and related facilities;
3. Establishing and maintaining municipal parks, parking spaces, parkways, pedestrian malls, or grass, shrubs, trees and other vegetation for the purpose of landscaping any street or public property;

4. Providing fire protection and other public safety functions; and
 5. Collection and disposal of garbage and recyclables.
 6. The relocation of Grantee's facilities necessary to carry out the exercise of the Town's police power for urban renewal.
- C. Town will bear the entire cost of relocating any of Grantee's facilities, the relocation of which is necessitated by the construction of improvements by or on behalf of Town in furtherance of a proprietary function. All functions of Town which are not governmental are proprietary.
- D. If Town participates in the cost of relocating Grantee's facilities for any reason, the cost of relocation to Town shall not include any upgrade or improvement of Grantee's facilities as they existed prior to relocation.
- E. Town will not exercise its right to require Grantee's facilities to be relocated in an unreasonable or arbitrary manner, or to avoid its obligation under the Franchise. Town agrees to notify Grantee during the planning and design of Town's projects in rights-of-way that may require relocation of Grantee's facilities and to coordinate its construction plans and schedules with Grantee to determine the most cost-effective design to mitigate Grantee's cost to relocate its facilities.
- F. Town agrees it will not require Grantee to relocate its facilities located within the public rights-of-way without providing Grantee adequate space within the rights-of-way to relocate the facilities that must be moved.
- G. Town will not plant any tree that can normally grow to a height of more than 25 feet under or adjacent to Grantee's overhead power lines in the public

rights-of-way. Grantee shall have the authority to prune or remove any trees or shrubs located within or hanging over the limits of the public rights-of-way of Town that in the judgment of Grantee may interfere with the construction, or endanger the operation, of the lines and/or facilities of Grantee. All said vegetation management work is to be done at Grantee's expense and pursuant to A.N.S.I. Standard A300.

Section 4. – Indemnification:

Town, its departments, officers, employees, agents, successors and assigns, shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by Grantee of its appurtenances hereunder, except to the extent such accident or damage may be proximately caused by the negligent or willful and wanton acts or omissions of Town, its departments, officers, employees, agents, successors and assigns. The acceptance of this Franchise shall be deemed an agreement on the part of Grantee that Grantee shall, to the fullest extent permitted by law, defend, indemnify, and hold Town harmless from and against any and all claims, costs, suits, damages, judgments, expenses and losses including, but not limited to attorney fees and court costs relating to, arising out of, or alleged to have resulted from the exercise of this Franchise by Grantee; provided, however, that such claims, expenses and losses are not the result of the willful misconduct or negligent acts or omissions of Town.

Grantee, so long as it maintains, operates or owns facilities, within rights-of-way of Town, at its own cost and expense, shall keep, or cause to be kept, in force insurance against claims and liability for personal injury, death and property damage arising from the construction, operation or maintenance by Grantee of its facilities in a reasonable amount

sufficient to insure Grantee's obligations under this Section, with Town named as an additional insured. Grantee shall provide Town with 30 days written notice of material change, cancellation or nonrenewal by the insurer. The policy shall be primary and noncontributing with any policy of Town.

Section 5. – Restoration of Rights-of-Way:

Whenever Grantee shall cause any opening or alteration whatsoever to be made for any purpose in any public right-of-way, the work shall be completed with due diligence within a reasonably prompt time. Grantee will restore the disturbed property to a condition as good as it was prior to such opening or alteration. Town agrees that this requirement shall be deemed met if the disturbed property is restored with comparable materials, so that the restoration meets or exceeds industry and Town standards as adopted by the Town Council.

Section 6. – Franchise Fee:

Grantee shall pay to Town in consideration of the grant of this Franchise a sum equal to two percent (2%) of all revenues of Grantee, including Regulatory Assessments, but excluding transaction privilege taxes and similar governmental impositions, from the retail sales and/or delivery by it of electric energy and other charges for services attendant to the retail sale and/or delivery of electric energy delivered through Grantee's electric distribution system within the present and any future corporate limits of Town, as shown by Grantee's billing records. Grantee shall not, however, pay said franchise fee on revenues charged to Grantee's retail customers by third party electric service providers. Said payments shall be in lieu of any and all fees, charges or exaction of any kind otherwise assessed by Town in any way associated with Grantee's use of the rights-of-way, including

but not limited to, the construction of Grantee's facilities hereunder or for inspections thereof during the term of this Franchise.

For the purpose of verifying amounts payable hereunder, the books and records of Grantee shall be subject to inspection by duly authorized officers or representatives of Town at reasonable times.

Beginning DATE HERE, payment as described in the preceding paragraphs shall be payable in quarterly amounts within 30 days after the end of each calendar quarter.

Notwithstanding the provisions of this Franchise, if during the term of this Franchise Grantee enters into any electric franchise with any other municipality in Arizona during the term of this Franchise that provides for a higher percentage of Grantee's revenues than two percent (2%) or includes more categories of revenues than set forth in this Franchise, Grantee shall notify Town Council of such higher percentage or expanded revenue base. Town Council, at its sole discretion, shall have the option to, as applicable: (i) increase Grantee's franchise fee to the higher percentage rate; or (ii) include other revenue categories set forth in the franchise agreement Grantee has with the other entity of this State. Following Town Council's action, Grantee agrees to henceforth pay to Town a new franchise fee at the higher franchise percentage or to include the additional revenue categories.

Section 7. – Additional Fees and Taxes:

Notwithstanding any provision contained herein to the contrary, Grantee shall pay, in addition to the payment provided in Section 6, the following charges, taxes and fees as established in a code or ordinance properly adopted by Town:

- A. General ad valorem property taxes and special district assessments;

- B. Transaction privilege and use tax as authorized by law and collected by Grantee for its retail sales to its electric customers within the present and any future corporate limits of Town;
- C. Other charges, taxes or fees generally levied upon businesses by Town, provided said charge, tax or fee is a flat fee per year and that the annual amount of such fee does not exceed the amount of similar fees paid by any other businesses operated within Town.

Section 8. – Term:

This Franchise shall continue and exist for a period of twenty-five (25) years from EFFECTIVE DATE HERE; provided, however, that either party may terminate this Franchise on its tenth anniversary by giving written notice of its intention to do so not less than one (1) year before the date of termination. If such notice is given for the purpose of negotiating a new franchise and such negotiation is successful, the party giving the notice of termination shall be responsible for the costs of the resulting franchise election.

Section 9. – Franchise; Non-Exclusive:

This Franchise is not exclusive, and nothing contained herein shall be construed to prevent Town from granting other like or similar grants or privileges to any other person, firm or corporation.

Section 10. – Conflicting Ordinances:

Notwithstanding any other provisions hereof, all ordinances and parts of ordinances in conflict with the provisions hereof, to the extent applicable to a franchised electric public service corporation, are hereby superseded.

Section 11. – Independent Provisions:

If any section, paragraph, clause, phrase or provision of this Franchise, shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Franchise as a whole or any part of the provisions hereof other than the part so adjudged to be invalid or unconstitutional.

Section 12. – Town Use of Facilities:

In consideration of this Franchise and the rights granted hereby, Town shall, if the following six criteria are met, have the right to place, maintain, and operate on Grantee's poles located on public rights-of-way within Town's corporate limits, any and all wires and appurtenances (other than steps or climbing devices) for Town's fire alarm, police telephone or other municipal communications services utilized for governmental functions:

- A. Town must notify Grantee in writing of Town's intended use of Grantee's poles;
- B. Town shall, to the fullest extent permitted by law, defend, indemnify and hold Grantee harmless from any and all claims, costs, damages, expenses and losses, including but not limited to attorney fees and court costs relating to, arising out of, or alleged to have resulted from Town's use of Grantee's facilities pursuant to this Franchise; provided however, that such claims, expenses and losses are not the result of the willful misconduct or negligent acts or omissions of Grantee.
- C. Town's facilities and the installation and maintenance thereof must comply with the applicable requirements of the Occupational Safety and Health Act, the National Electrical Safety Code, and all other applicable rules and

regulations as amended. If Town does not comply with all applicable laws, ordinances and regulations, or if Town's facilities create an immediate safety hazard, Grantee retains the right to remove or correct Town's facilities at Town's expense;

- D. Town's facilities and the installation and maintenance thereof must not cause Grantee's facilities and the installation and maintenance thereof to be out of compliance with all applicable requirements of the Occupational Safety and Health Act and the National Electrical Safety Code and all other applicable rules and regulations as amended. If Town does not comply with all applicable laws, ordinances and regulations, or if Town's facilities create an immediate safety hazard, Grantee retains the right to remove or correct Town's facilities at Town's expense;
- E. Town's use of its facilities shall not interfere with Grantee's use of Grantee's facilities, and;
- F. Town shall be responsible for any incremental costs incurred by Grantee as a result of Town's use of Grantee's facilities.

Section 13. – No Third Party Beneficiaries:

There are no third party beneficiaries to this Franchise agreement between Town and Grantee.

Section 14. – Voter Approval Required:

This Franchise is subject to the approval of the electors of Town. Grantee shall pay all of the costs incurred in conducting the franchise election, except that, if one or more additional propositions are presented to the electors at such election, Grantee shall pay only

that portion of Town's election expense determined by dividing all of Town's expenses by the number of issues presented on the ballot.

Section 15. – Notices:

Any notice required or permitted to be given hereunder shall be in writing, unless otherwise expressly permitted or required, and shall be deemed effective either (i) upon hand delivery to the person then holding the office shown on the attention line of the address below, or, if such office is vacant or no longer exists, to a person holding a comparable office, or (ii) on the third business day following its deposit with the United States Postal Service, first class and certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

- A. To Town: Town Clerk
Town of Quartzsite
Quartzsite, Arizona

- B. To Arizona Public Service: Franchise Department
P.O. Box 53999, M.S. 3111
Phoenix, Arizona 85072-3999

Section 16. – Adoption:

We, the undersigned, have adopted this document on the dates written below in accordance with the results of the Town of Quartzsite, November 4, 2014.

TOWN OF QUARTZSITE

ARIZONA PUBLIC SERVICE
COMPANY,
An Arizona Corporation

By _____
Ed Foster
Mayor

By _____
Daniel T. Froetscher,
Sr Vice President,
APS Transmission Distribution &
Customers
On behalf of Arizona Public Service
Company
Date: _____

On behalf of the Town of Quartzsite

Date: _____

ATTEST:

_____,
Tina Abriani, Town Clerk

APPROVED AS TO FORM:

_____,
Curtis, Goodwin, Sullivan,
Udall & Schwab, PLC
By Susan D. Goodwin
Town Attorney



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, July 8, 2013

Agenda Item # 8

Discussion and direction regarding the interview and hiring process for the position of Chief of Police.

Summary:

The Town of Quartzsite has begun the recruitment process for Chief of Police. Advertising began in January with the Town placing ads on its own website, on the AZ POST website, and on the Arizona Chiefs of Police website. Review of applications will begin July 14, 2014.

To date, the Town has received several applications for the Chief of Police position. Most of those applicants are from within Arizona.

Steps needed in the review and interview process include:

- ✓ Paper screen and select candidates for interview
- ✓ Assemble an interview panel, schedule and conduct interviews
- ✓ Conduct reference checks for final candidates
- ✓ Discuss and recommend a final candidate
- ✓ Negotiate contract and identify start date
- ✓ Council approval of proposed contract

Following approval of the proposed contract, the new Chief of Police can begin his or her employment with the Town.

Responsible Person: Skylor Miller, Town Manager

Attachment: Job advertisement placed on the various websites.

Action Requested: Discuss and agree on process for the review and interview of applicants for the position of Chief of Police.

**Chief of Police
Town of Quartzsite, Arizona**

The Town of Quartzsite is seeking a Chief of Police. Quartzsite 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. Home to 3,770 residents, the population grows to a half million or more "Snow Birds" during the winter season, Quartzsite is the destination of choice for adventure seekers, as well as the vendors who bring a vast array of treasures from all over the world to sell.

The Chief of Police position provides leadership and management to the police department which consists of 12 sworn officers and 1 clerk. Under the general direction of the Town Manager, the Chief oversees an annual budget of approximately \$1.2 million, 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 requires a Bachelor's degree and a minimum 5 years' experience as a police officer, 3 years of which are supervisory. An equivalent combination of education and experience may be considered. Must possess Arizona Peace Officer Standards and Training certification, or have the ability to obtain certification within 90 days of appointment. Must reside within the Town unless otherwise approved.

The salary range for this position is \$60,000 - \$90,000 annually DOQ, plus an excellent benefits package.

Please provide a cover letter, resume, and completed Town of Quartzsite Application for Employment, which is available at the following link:

[Application - Town of Quartzsite](#)

Return your completed package to:

By email: recruitment@ci.quartzsite.az.us

By regular mail: Town of Quartzsite
Recruitment
PO Box 2812
Quartzsite, AZ 85346

For questions, contact the Quartzsite Town Manager by phone at 928-927-4333 or by email at townmanager@ci.quartzsite.az.us.

This position is open until filled. Review of applications will begin on Monday, July 14, 2014.