

# COUNCIL MEETING AGENDA

TUESDAY, DECEMBER 23, 2014

Members may attend in person or by telephone

Ed Foster, Mayor  
Norm Simpson, Vice Mayor

Carol Kelley  
Loretta Warner  
Hal Davidson

Mark Orgeron  
Gunny St. Germain

**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 are requested to be staged at the back of the public seating area in order not to interfere with the meeting.*

*Items may be discussed earlier or in a different sequence.*

<b>AGENDA ITEM</b>	<b>COUNCIL ACTION</b>
<b>CALL TO ORDER OF REGULAR MEETING</b>	
<b>INVOCATION AND PLEDGE OF ALLEGIANCE</b> <i>The invocation may be offered by a person of any religion, faith, belief or non-belief. Interested persons should contact the Clerk for further information.</i>	
<b>ROLL CALL</b>	
<b>APPROVAL/AMENDMENT OF AGENDA</b>	Discussion, possible action by MOTION.
<b>ANNOUNCEMENTS</b>	Announcements.
<b>CONSENT AGENDA</b> <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.	<b>LEDGER OF ACCOUNTS PAID</b> – Consider approval of check series 38268 - 38346, totaling \$187,007.12.	Discussion; possible action by MOTION; may be acted upon with single motion.
1-b.	<b>MINUTES</b> – Consider approval of the minutes of the Special Meeting of December 3, 2014; the Work Session of December 3, 2014, the Regular Meeting December 9, 2014; and the Special Meeting of December 16, 2014.	Discussion; possible action by MOTION; may be acted upon with single motion.
	<p><b>PUBLIC HEARING</b></p> <p><i>If no requests to speak have been submitted, Items will be heard at one Public Hearing. Items may be heard separately if requested by a member of the Council or if a request to speak has been submitted. Comments will be heard from those in support of or in opposition to an item. Hearings may be held prior to the estimated time indicated on the Agenda.</i></p> <p><i>In order to comment on a Public Hearing Item, you must fill out a public comment form, indicating the Item Number on which you wish to be heard. <b>There is a 3 minute limit for each speaker.</b></i></p> <p><i>Once the hearing is closed, there will be no further public comment unless requested by a member of the Council. After the Public Hearing, the Council may act on all items not requiring additional staff, public or Council Member comment with a single vote.</i></p>	
2.	<b>PUBLIC HEARING</b> - Conduct hearing and consider recommending approval of a Special Event Liquor License for a Quartzsite Rotary Club Sponsored Chili Shoot Out at Tyson Wells.	Hearing; discussion; possible action by MOTION.
	<p><b>ADMINISTRATIVE ITEMS</b></p> <p><i>Administrative items are for Council discussion and action. It is at the discretion of the majority of the Council regarding public input requests on any Administrative Item. Persons wishing to speak on an Administrative Item should complete a Request to Speak Form and indicate the Item they wish to address. Council may or may not accept public comment.</i></p>	

3.	<b>AGENDA FORMAT</b> – Discussion and possible action regarding changes to the format of the current Council Agenda.	Discussion; possible action by MOTION.
4.	<b>ALTERNATE ELECTED DESIGNEE(S)</b> – Consider nomination and approval of one or more additional Alternate Elected Designee(s) for purposes of signing bank drafts and checks on behalf of the Town, per Resolution 13-08.	Discussion; possible action by MOTION.
5.	<b>REPRESENTATIVE FOR LPCAC</b> – Discussion and possible action to appoint an elected official to serve on the Western Arizona Council of Governments’ La Paz County Advisory Council (LPCAC).	Discussion; possible action by MOTION.
6.	<b>REPRESENTATIVE FOR THE EXECUTIVE COMMITTEE</b> Discussion and possible action to appoint an elected official to serve on the Western Arizona Council of Governments’ Executive Committee.	Discussion; possible action by MOTION.
7.	<b>PURCHASE OF PUBLIC WORKS EQUIPMENT</b> - Discussion and possible action to authorize the purchase of a vehicle lift for the Public Works Department.	Discussion; possible action by MOTION.
8.	<b>APS FRANCHISE AGREEMENT</b> - Discussion and possible action to repeal Resolution No. 14-10 and adopt a resolution to approve a Franchise Agreement with Arizona Public Service and call a Special Election for March 10, 2015.	Discussion; possible action by MOTION.
9.	<b>ALL MAIL ELECTION</b> - Discussion and possible action to have an all ‘Vote by Mail Election’ for the Special Election to be held on March 10, 2015.	Discussion; possible action by MOTION.
10.	<b>LA PAZ COUNTY ECONOMIC DEVELOPMENT CORPORATION</b> - Discussion and possible approval of an agreement to join the La Paz County Economic Development Corporation.	Discussion; possible action by MOTION.
	<b>COMMUNICATIONS</b>	

11.	Reports from the MAYOR on current events.	
12.	Reports from the COUNCIL on current events.	
13.	Reports from the TOWN MANAGER to the Council.	
	<p><b>COMMUNICATIONS FROM CITIZENS</b></p> <p><i>At this time, members of the public may comment on matters within the jurisdiction of the Town but not on the agenda. For the official record, individuals must state their name. <b>There is a 3 minute limit for each speaker.</b> The Council's response is limited to responding to criticism, asking staff to review a matter commented upon, or asking that a matter be put on a future agenda.</i></p>	
	<b>ADJOURN</b>	MOTION to adjourn.

**Certification of Posting**

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following locations: Quartzsite Town Hall, 465 N. Plymouth Ave, Quartzsite, AZ, U.S. Post Office, 80 W. Main Street, Quartzsite, AZ and The Senior Center, 40 Moon Mountain Ave, Quartzsite, AZ, on the \_\_\_\_\_ day of \_\_\_\_\_, 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.

## MAGISTRATE ACTIVITY REPORT

MONTH OF NOVEMBER 2014

	Prior Month	Current Month
Civil Traffic Action Filed	35	14
Criminal Traffic Action Filed	4	5
Misdemeanor Cases Filed	6	12
Initial Appearances Handled	13	12
Trials and Pre-Trials Held	18	19
Civil Traffic Closings	60	34
Criminal Traffic Closings	4	0
Misdemeanor Cases Closed	15	2
Warrants Issued	9	5
Warrants Closed	6	5
Harassment or Orders of Protection	5	1
<b>Revenue generated by Court</b>	\$6,883.28	\$4,851.97
Total Collected	\$14,255.50	\$9,293.71

Amanda Lilly, Magistrate

Signature

Preparer: LORI Callan

**TOWN OF QUARTZSITE**  
**MONTHLY FEE BOOK TOTALS**  
**MAGISTRATE COURT**

MONTH:      NOVEMBER 2014                     

ACCOUNT #	ACCOUNT DESCRIPTION	TOTAL
01-2211	BONDS PAYABLE	4,072.00
01-2212	MAGISTRATE PAYABLE	4,441.74
01-4410	MUNICIPAL FINES REVENUE	4,199.14
21-4420	LOCAL JCEF REVENUE	59.00
42-4044	COURT ENHANCEMENT	355.96
39-4027	LAW ENFORCEMENT REVENUE	80.91
01-4105	PUBLIC SAFETY RECOVERY	156.96
<b>TOTAL</b>		<b>\$13,365.71</b>

SIGNATURE



Prepared by:

Lori Callan



## TOWN OF QUARTZSITE

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### **REGULAR COUNCIL MEETING**

Tuesday, December 23, 2014

**Agenda Item #1-a.** Consider approval of check series 38268 - 38346, totaling \$187,007.12.

**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 38268 - 38346.

**Action Requested:** Motion to approve the Ledger of Accounts Paid; check series 38268 - 38346.

**Quartzsite Town Council Meeting of  
DECEMBER 23, 2014  
Check Register/ Revenue/ Consent Agenda**

**Horizon Community Bank- Begin Check #38268 - 38346**

**Balances on all cash accounts as of December 18, 2014**

<b>Checking Account</b>	<b>\$</b>	<b>2,642,081.40</b>
<b>LGIP Account</b>	<b>\$</b>	<b>697,120.35</b>
<b>WIFA Debt Reserve Account</b>	<b>\$</b>	<b>155,227.58</b>

<b>Total Expensed Dollar Amount for Consent Agenda</b>	<b>\$</b>	<b>254,250.74</b>
<b>Total Payroll for Pay Period Ending 12/06/14</b>	<b>\$</b>	<b>67,243.62</b>
<b>YTD Total Revenue Dollar Amount for Consent Agenda</b>	<b>\$</b>	<b>823,048.32</b>
<b>YTD Total Sewer Cap Revenue as of 12/18/14</b>	<b>\$</b>	<b>4,200.00</b>
<b>YTD Total Sewer Sales Revenue as of 12/18/14</b>	<b>\$</b>	<b>449,605.36</b>
<b>YTD Total Water Cap Revenue as of 12/18/14</b>	<b>\$</b>	<b>11,450.00</b>
<b>YTD Total Water Sales Revenue as of 12/18/14</b>	<b>\$</b>	<b>357,792.96</b>

## Report Criteria:

Report type: GL detail

Check Check Number = 38268-38346

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
<b>38284</b>						
12/16/14	38284	T & C Seal Coating, Inc.	101,660.94	Slurry Seal Streets	03-220-5029	101,660.94
12/16/14	38284	T & C Seal Coating, Inc.	1,016.00-	Early Payment Discount	03-220-5029	1,016.00-
Total 38284:			100,644.94			
<b>38285</b>						
12/18/14	38285	ABM	266.96	Consultant Svcs - Community Development	01-160-5032	266.96
Total 38285:			266.96			
<b>38286</b>						
12/18/14	38286	Allen & Foutz, PLLC	1,015.00	Prosecutorial Services 11/7 - 12/9	01-150-5073	1,015.00
Total 38286:			1,015.00			
<b>38287</b>						
12/18/14	38287	Allen Instruments & Suppli	235.40	Supplies for Street Repair	03-220-5029	235.40
Total 38287:			235.40			
<b>38288</b>						
12/18/14	38288	Alsco - Steiner Corp	650.10	Uniform Cleaning Service	03-220-5022	650.10
12/18/14	38288	Alsco - Steiner Corp	121.32	Mat Cleaning Services for Comm Ctr	01-185-5035	121.32
12/18/14	38288	Alsco - Steiner Corp	135.60	Mat Cleaning Services for Town Hall	01-130-5035	135.60
Total 38288:			907.02			
<b>38289</b>						
12/18/14	38289	American Auto Parts LLC	678.02	Auto Parts & Other Supplies	03-220-5025	678.02
12/18/14	38289	American Auto Parts LLC	2.63	Auto Parts & Other Supplies	01-230-5025	2.63
12/18/14	38289	American Auto Parts LLC	2.63	Auto Parts & Other Supplies	01-130-5025	2.63
12/18/14	38289	American Auto Parts LLC	276.74	Auto Parts & Other Supplies	01-140-5025	276.74
12/18/14	38289	American Auto Parts LLC	2.63	Auto Parts & Other Supplies	01-160-5025	2.63
12/18/14	38289	American Auto Parts LLC	11.07	Auto Parts & Other Supplies	01-180-5025	11.07

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
12/18/14	38289	American Auto Parts LLC	2.63	Auto Parts & Other Supplies	15-500-5025	2.63
12/18/14	38289	American Auto Parts LLC	2.63	Auto Parts & Other Supplies	16-550-5025	2.63
Total 38289:			978.98			
<b>38290</b>						
12/18/14	38290	APS	2,546.63	Electric Service	03-220-5049	2,546.63
Total 38290:			2,546.63			
<b>38291</b>						
12/18/14	38291	Arizona Rubber Co.	33.84	Vehicle Maintenance Supplies - PW	03-220-5025	33.84
Total 38291:			33.84			
<b>38292</b>						
12/18/14	38292	Arizona State Treasurer	4,364.49	Fees Collected: November 2014	01-000-2212	4,364.49
Total 38292:			4,364.49			
<b>38293</b>						
12/18/14	38293	Atkins	4,776.03	Engineering Services - water	16-550-5037	4,776.03
12/18/14	38293	Atkins	5,935.22	Engineering Services - wastewater	15-500-5037	5,935.22
Total 38293:			10,711.25			
<b>38294</b>						
12/18/14	38294	AZ Dept. of Administration	1,000.00	Open Books Annual Renewal Fee	01-130-5051	1,000.00
Total 38294:			1,000.00			
<b>38295</b>						
12/18/14	38295	Bureau of Reclamation	500.00	Admin Fee - 2015 Contract # 7-07-30-W0353	16-550-5051	500.00
Total 38295:			500.00			
<b>38296</b>						
12/18/14	38296	Bus. Forms & Acct. System	258.07	Printed Laser Utility Bill	15-500-5022	258.07
12/18/14	38296	Bus. Forms & Acct. System	258.06	Printed Laser Utility Bill	16-550-5022	258.06

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
12/18/14	38296	Bus. Forms & Acct. System	77.00	1099 Forms & Envelopes	01-130-5022	77.00
Total 38296:			593.13			
<b>38297</b>						
12/18/14	38297	C&D Disposal	103.90	4Yd Commercial Bin Fee (Parks)	01-180-5035	103.90
Total 38297:			103.90			
<b>38298</b>						
12/18/14	38298	Century MFR	132.72	Lift Station Degreaser	15-500-5050	132.72
Total 38298:			132.72			
<b>38299</b>						
12/18/14	38299	Chevron Usa	60.00	Fuel - Administration	01-130-5024	60.00
12/18/14	38299	Chevron Usa	131.64	Fuel - Planning & Zoning	01-160-5024	131.64
12/18/14	38299	Chevron Usa	35.01	Fuel - WW	15-500-5024	35.01
12/18/14	38299	Chevron Usa	35.02	Fuel - Water Dept	16-550-5024	35.02
12/18/14	38299	Chevron Usa	95.00	Fuel - PW	03-220-5024	95.00
Total 38299:			356.67			
<b>38300</b>						
12/18/14	38300	City of Yuma	6,825.00	Annual Maintenance - Use of radio system for Police	01-140-5035	6,825.00
Total 38300:			6,825.00			
<b>38301</b>						
12/18/14	38301	Connected Computer & Re	779.18	Computer Services - Admin	01-130-5035	779.18
12/18/14	38301	Connected Computer & Re	510.00	Computer Services - Police	01-140-5035	510.00
12/18/14	38301	Connected Computer & Re	42.50	Computer Services - P&Z	01-160-5035	42.50
12/18/14	38301	Connected Computer & Re	680.00	Computer Services - Library	01-170-5035	680.00
12/18/14	38301	Connected Computer & Re	42.50	Computer Services - Transit	01-230-5035	42.50
12/18/14	38301	Connected Computer & Re	184.16	Computer Services - Waste Water	15-500-5035	184.16
12/18/14	38301	Connected Computer & Re	184.16	Computer Services - Water	16-550-5035	184.16
Total 38301:			2,422.50			

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
<b>38302</b>						
12/18/14	38302	Curtis, Goodwin, Sullivan,	4,053.80	General Council Svcs November 2014	01-120-5071	4,053.80
12/18/14	38302	Curtis, Goodwin, Sullivan,	4,365.50	Special Council Svcs November 2014	15-500-5032	4,365.50
Total 38302:			<u>8,419.30</u>			
<b>38303</b>						
12/18/14	38303	Davis Building Supply	653.14	Scott Lane Project	03-220-5105	653.14
Total 38303:			<u>653.14</u>			
<b>38304</b>						
12/18/14	38304	Dennis Patterson	25.00	Pest Control 12/04/14	15-500-5035	25.00
12/18/14	38304	Dennis Patterson	37.00	Pest Control 12/04/14	01-130-5035	37.00
12/18/14	38304	Dennis Patterson	33.00	Pest Control 12/04/14	03-220-5035	33.00
12/18/14	38304	Dennis Patterson	30.00	Pest Control 12/04/14	01-140-5035	30.00
12/18/14	38304	Dennis Patterson	60.00	Pest Control 12/04/14	01-185-5035	60.00
Total 38304:			<u>185.00</u>			
<b>38305</b>						
12/18/14	38305	Diamond Brooks Bottled W	9.22	Drinking Water	01-130-5035	9.22
12/18/14	38305	Diamond Brooks Bottled W	9.22	Drinking Water	01-140-5035	9.22
12/18/14	38305	Diamond Brooks Bottled W	9.23	Drinking Water	01-150-5035	9.23
12/18/14	38305	Diamond Brooks Bottled W	9.23	Drinking Water	01-170-5035	9.23
12/18/14	38305	Diamond Brooks Bottled W	16.40	Drinking Water	03-220-5035	16.40
Total 38305:			<u>53.30</u>			
<b>38306</b>						
12/18/14	38306	Gilford, Douglas & Terryl	321.00	Refund: Overpayment on Utility Acct.	99-000-1075	321.00
Total 38306:			<u>321.00</u>			
<b>38307</b>						
12/18/14	38307	GovDeals, Inc.	66.52	Fees & Credits for Ford Bronco - PW	03-220-5035	66.52
12/18/14	38307	GovDeals, Inc.	5.00	Animal Control Chasis Mounts - Police	01-140-5035	5.00

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
Total 38307:			71.52			
<b>38308</b>						
12/18/14	38308	Hach Company	433.79	Lab Equipment/ Supplies - WW	15-500-5052	433.79
Total 38308:			433.79			
<b>38309</b>						
12/18/14	38309	Heinfeld, Meech & Co., P.	3,375.30	FY 14 Management Svcs through 9/9/14	01-130-5031	3,375.30
Total 38309:			3,375.30			
<b>38310</b>						
12/18/14	38310	Herbs Hardware, Inc.	115.64	Maintenance and Repair Parts	03-220-5022	115.64
12/18/14	38310	Herbs Hardware, Inc.	233.48	Maintenance and Repair Parts	01-180-5022	233.48
12/18/14	38310	Herbs Hardware, Inc.	184.52	Maintenance and Repair Parts	15-500-5022	184.52
12/18/14	38310	Herbs Hardware, Inc.	291.97	Maintenance and Repair Parts	16-550-5022	291.97
Total 38310:			825.61			
<b>38311</b>						
12/18/14	38311	Hill Brothers Chemical Co.	1,106.64	Chlorine & Sulfur Dioxide - WW	15-500-5050	1,106.64
12/18/14	38311	Hill Brothers Chemical Co.	1,106.64	Chlorine & Dioxide - Water	16-550-5050	1,106.64
Total 38311:			2,213.28			
<b>38312</b>						
12/18/14	38312	Home Depot Credit Service	187.04	Halogen Lights	01-180-5086	187.04
Total 38312:			187.04			
<b>38313</b>						
12/18/14	38313	IAPE	50.00	2015 Membership-Property Room Mgmt - T. Rider	01-140-5051	50.00
Total 38313:			50.00			
<b>38314</b>						
12/18/14	38314	JCG Technologies, Inc.	458.79	Renewal: Mtg Recorder for Council Chambers	01-110-5035	458.79

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
Total 38314:			<u>458.79</u>			
<b>38315</b>						
12/18/14	38315	Kansas State Bank	151.84	Konica Minolta Bizhub C654 Copier	01-130-5058	151.84
12/18/14	38315	Kansas State Bank	52.34	Konica Minolta Bizhub C654 Copier	01-130-5057	52.34
Total 38315:			<u>204.18</u>			
<b>38316</b>						
12/18/14	38316	La Paz County Landfill	203.25	10/16/14 -SW -Sludge-WWTP-Municipal	15-500-5050	203.25
Total 38316:			<u>203.25</u>			
<b>38317</b>						
12/18/14	38317	La Paz County Sheriff's De	57.01	Fees Collected for Month of November 2014	01-000-2212	57.01
Total 38317:			<u>57.01</u>			
<b>38318</b>						
12/18/14	38318	La Paz County Treasurer	20.24	Fees Collected : November 2014	01-000-2212	20.24
Total 38318:			<u>20.24</u>			
<b>38319</b>						
12/18/14	38319	Loretta Warner	120.00	Registration: New Official Trng-12/10-12/14/14	01-110-5043	120.00
12/18/14	38319	Loretta Warner	244.00	Hotel:New Official Trng-12/10-12/14/14	01-110-5043	244.00
Total 38319:			<u>364.00</u>			
<b>38320</b>						
12/18/14	38320	Matthew Bender & Co., Inc	388.63	AZ Crim & Traf Law 14-15 ED w/Ebook	01-140-5043	388.63
Total 38320:			<u>388.63</u>			
<b>38321</b>						
12/18/14	38321	Parker Office Supply	205.47	Council Member Name Plates with Titles	01-110-5022	205.47

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
Total 38321:			205.47			
<b>38322</b>						
12/18/14	38322	Parker Oil Products	58.87	Unleaded Gasoline - Admin	01-130-5024	58.87
12/18/14	38322	Parker Oil Products	1,883.82	Unleaded Gasoline - Police	01-140-5024	1,883.82
12/18/14	38322	Parker Oil Products	117.74	Unleaded Gasoline - P&Z	01-160-5024	117.74
12/18/14	38322	Parker Oil Products	647.56	Unleaded Gasoline - Parks	01-180-5024	647.56
12/18/14	38322	Parker Oil Products	1,000.80	Unleaded Gasoline - Public Works	03-220-5024	1,000.80
12/18/14	38322	Parker Oil Products	824.17	Unleaded Gasoline - Transit	01-230-5024	824.17
12/18/14	38322	Parker Oil Products	647.56	Unleaded Gasoline - Transit	01-230-5024	647.56
12/18/14	38322	Parker Oil Products	706.43	Unleaded Gasoline - Water Dept	16-550-5024	706.43
Total 38322:			5,886.95			
<b>38323</b>						
12/18/14	38323	Parker Tree Service	6,600.00	Tree Trimming/Brush Removal	03-220-5029	6,600.00
Total 38323:			6,600.00			
<b>38324</b>						
12/18/14	38324	Paul Julien	94.00	Pro Tem Judge - Travel 12/09/14	01-150-5032	94.00
Total 38324:			94.00			
<b>38325</b>						
12/18/14	38325	Petty Cash	3.25	Candies - M&C	01-110-5022	3.25
12/18/14	38325	Petty Cash	2.12	Office Supplies - Admin	01-130-5022	2.12
12/18/14	38325	Petty Cash	2.12	Office Supplies - P&Z	01-160-5022	2.12
12/18/14	38325	Petty Cash	2.13	Office Supplies - WW Dept	15-500-5022	2.13
12/18/14	38325	Petty Cash	2.13	Office Supplies - Water Dept	16-550-5022	2.13
12/18/14	38325	Petty Cash	12.33	Office Supplies - Admin	01-130-5022	12.33
12/18/14	38325	Petty Cash	12.33	Office Supplies - P&Z	01-160-5022	12.33
12/18/14	38325	Petty Cash	17.54	Frames for Certificates- M&C	01-110-5022	17.54
12/18/14	38325	Petty Cash	12.50	Candies & Water - M&C	01-110-5022	12.50
12/18/14	38325	Petty Cash	3.27	Certificates	01-110-5022	3.27
12/18/14	38325	Petty Cash	19.25	Candies & Water - M&C	01-110-5022	19.25
12/18/14	38325	Petty Cash	36.00	P/R Essentials Trng M. Hunt	01-130-5043	36.00
12/18/14	38325	Petty Cash	36.00	P/R Essentials Trng K. Tunnell	01-130-5043	36.00

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
12/18/14	38325	Petty Cash	18.47	Luncheon	01-140-5043	18.47
12/18/14	38325	Petty Cash	6.70	Postage for Library	01-170-5042	6.70
12/18/14	38325	Petty Cash	72.00	Communication Trng J. Collier	01-230-5043	72.00
12/18/14	38325	Petty Cash	54.00	Rural Transit Wrkshp J. Collier	01-230-5043	54.00
12/18/14	38325	Petty Cash	17.75	Propane	03-220-5024	17.75
12/18/14	38325	Petty Cash	14.31	Janitorial Supplies - Hurf	03-220-5022	14.31
12/18/14	38325	Petty Cash	36.00	Project Mgmt Wrkshp J. Collier	01-230-5043	36.00
Total 38325:			380.20			
<b>38326</b>						
12/18/14	38326	Purchase Power	71.42	Postage Refill	01-130-5042	71.42
12/18/14	38326	Purchase Power	71.43	Postage Refill	01-140-5042	71.43
12/18/14	38326	Purchase Power	71.43	Postage Refill	01-150-5042	71.43
12/18/14	38326	Purchase Power	71.43	Postage Refill	01-160-5042	71.43
12/18/14	38326	Purchase Power	71.43	Postage Refill	03-220-5042	71.43
12/18/14	38326	Purchase Power	71.43	Postage Refill	15-500-5042	71.43
12/18/14	38326	Purchase Power	71.43	Postage Refill	16-550-5042	71.43
12/18/14	38326	Purchase Power	71.42	Postage Refill	01-130-5042	71.42
12/18/14	38326	Purchase Power	71.43	Postage Refill	01-140-5042	71.43
12/18/14	38326	Purchase Power	71.43	Postage Refill	01-150-5042	71.43
12/18/14	38326	Purchase Power	71.43	Postage Refill	01-160-5042	71.43
12/18/14	38326	Purchase Power	71.43	Postage Refill	03-220-5042	71.43
12/18/14	38326	Purchase Power	71.43	Postage Refill	15-500-5042	71.43
12/18/14	38326	Purchase Power	71.43	Postage Refill	16-550-5042	71.43
Total 38326:			1,000.00			
<b>38327</b>						
12/18/14	38327	Quill Corporation	177.21	Office Supplies - Admin	01-130-5022	177.21
12/18/14	38327	Quill Corporation	181.10	Office Supplies - P&Z	01-160-5022	181.10
12/18/14	38327	Quill Corporation	142.50	Office Supplies - Water	16-550-5022	142.50
12/18/14	38327	Quill Corporation	142.46	Office Supplies - WW	15-500-5022	142.46
12/18/14	38327	Quill Corporation	32.91	Office Supplies - Court	01-150-5022	32.91
12/18/14	38327	Quill Corporation	54.55	Office Supplies - Parks	01-180-5022	54.55
12/18/14	38327	Quill Corporation	23.26	Office Supplies - PW	03-220-5022	23.26
12/18/14	38327	Quill Corporation	23.34	Office Supplies - Transit	01-230-5022	23.34
12/18/14	38327	Quill Corporation	11.15	Office Supplies - Library	01-170-5022	11.15
12/18/14	38327	Quill Corporation	7.96	Office Supplies - Rec	01-185-5022	7.96

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
Total 38327:			796.44			
<b>38328</b>						
12/18/14	38328	REDW LLC	4,743.49	Sales Tax Audit Svcs - 10/9 - 11/25/14	01-130-5032	4,743.49
Total 38328:			4,743.49			
<b>38329</b>						
12/18/14	38329	Road Runner Sanitary Sup	78.61	Janitorial Supplies (Admin)	01-130-5034	78.61
12/18/14	38329	Road Runner Sanitary Sup	20.30	Janitorial Supplies (Police)	01-140-5034	20.30
12/18/14	38329	Road Runner Sanitary Sup	58.77	Janitorial Supplies (Magistrate)	01-150-5034	58.77
12/18/14	38329	Road Runner Sanitary Sup	58.77	Janitorial Supplies (P & Z)	01-160-5034	58.77
12/18/14	38329	Road Runner Sanitary Sup	58.77	Janitorial Supplies (Library)	01-170-5034	58.77
12/18/14	38329	Road Runner Sanitary Sup	46.72	Janitorial Supplies (PW)	03-220-5034	46.72
12/18/14	38329	Road Runner Sanitary Sup	58.77	Janitorial Supplies (WWTP)	15-500-5034	58.77
12/18/14	38329	Road Runner Sanitary Sup	58.77	Janitorial Supplies (Water)	16-550-5034	58.77
Total 38329:			439.48			
<b>38330</b>						
12/18/14	38330	Rusts River Glass	115.28	Window Repair	03-220-5025	115.28
Total 38330:			115.28			
<b>38331</b>						
12/18/14	38331	Safety-Kleen Systems, Inc.	383.66	Waste Disposal	03-220-5035	383.66
Total 38331:			383.66			
<b>38332</b>						
12/18/14	38332	Sam's Club Credit	90.33	Snacks for Rec.	01-185-5022	90.33
12/18/14	38332	Sam's Club Credit	118.53	Board Games	01-185-5022	118.53
Total 38332:			208.86			
<b>38333</b>						
12/18/14	38333	Staples Advantage	202.60	Copy Paper - Admin	01-130-5022	202.60
12/18/14	38333	Staples Advantage	202.60	Copy Paper - Police	01-140-5022	202.60

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
12/18/14	38333	Staples Advantage	202.60	Copy Paper - Magistrate	01-150-5022	202.60
12/18/14	38333	Staples Advantage	202.60	Copy Paper - P & Z	01-160-5022	202.60
12/18/14	38333	Staples Advantage	202.60	Copy Paper - Library	01-170-5022	202.60
12/18/14	38333	Staples Advantage	202.60	Copy Paper - Transit	01-230-5022	202.60
12/18/14	38333	Staples Advantage	202.60	Copy Paper - PW	03-220-5022	202.60
12/18/14	38333	Staples Advantage	202.60	Copy Paper - WW	15-500-5022	202.60
12/18/14	38333	Staples Advantage	202.60	Copy Paper - Water	16-550-5022	202.60
12/18/14	38333	Staples Advantage	72.44	Office Supplies - Admin	01-130-5022	72.44
12/18/14	38333	Staples Advantage	58.42	Credit - Office Supplies	01-130-5022	58.42
Total 38333:			1,837.42			
<b>38334</b>						
12/18/14	38334	Tamco Capital Corp.	115.81	Phone Services	01-110-5048	115.81
12/18/14	38334	Tamco Capital Corp.	592.66	Phone Services	01-130-5048	592.66
12/18/14	38334	Tamco Capital Corp.	276.20	Phone Services	01-150-5048	276.20
12/18/14	38334	Tamco Capital Corp.	223.38	Phone Services	01-160-5048	223.38
12/18/14	38334	Tamco Capital Corp.	223.38	Phone Services	01-170-5048	223.38
12/18/14	38334	Tamco Capital Corp.	170.57	Phone Services	01-185-5048	170.57
12/18/14	38334	Tamco Capital Corp.	223.38	Phone Services	03-220-5048	223.38
12/18/14	38334	Tamco Capital Corp.	170.57	Phone Services	15-500-5048	170.57
12/18/14	38334	Tamco Capital Corp.	168.62	Phone Services	16-550-5048	168.62
Total 38334:			2,164.57			
<b>38335</b>						
12/18/14	38335	TDS Telecom	350.66	Telephone Service	01-130-5048	350.66
12/18/14	38335	TDS Telecom	584.61	Telephone Service	01-140-5048	584.61
12/18/14	38335	TDS Telecom	241.05	Telephone Service	01-150-5048	241.05
12/18/14	38335	TDS Telecom	61.70	Telephone Service	01-160-5048	61.70
12/18/14	38335	TDS Telecom	292.24	Telephone Service	01-170-5048	292.24
12/18/14	38335	TDS Telecom	178.50	Telephone Service	03-220-5048	178.50
12/18/14	38335	TDS Telecom	220.77	Telephone Service	15-500-5048	220.77
12/18/14	38335	TDS Telecom	206.59	Telephone Service	16-550-5048	206.59
Total 38335:			2,136.12			
<b>38336</b>						
12/18/14	38336	Tierra Survey & Mapping	1,100.00	Survey & Mapping: Scott Lane	03-220-5105	1,100.00

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
Total 38336:			1,100.00			
<b>38337</b>						
12/18/14	38337	Tri-Sun's Engineering, Inc	800.00	Refund: \$800 hydrant meter deposit	99-000-1075	800.00
Total 38337:			800.00			
<b>38338</b>						
12/18/14	38338	Ups	19.76	Package Pick up for Parks Dept	01-180-5042	19.76
12/18/14	38338	Ups	74.06	Shipping & Pick up - WW	15-500-5042	74.06
12/18/14	38338	Ups	13.71	Shipping - Parks	01-180-5042	13.71
12/18/14	38338	Ups	6.05	Package Pick up - Police	01-140-5042	6.05
Total 38338:			113.58			
<b>38339</b>						
12/18/14	38339	US Bank	216.67	Admin Fee for GADA - Water	16-550-5035	216.67
12/18/14	38339	US Bank	216.66	Admin Fee for GADA - WW	15-500-5035	216.66
Total 38339:			433.33			
<b>38340</b>						
12/18/14	38340	Verizon Wireless	35.89	Cell Phone Services	01-160-5048	35.89
12/18/14	38340	Verizon Wireless	120.60	Cell Phone Services	01-230-5048	120.60
12/18/14	38340	Verizon Wireless	91.60	Cell Phone Services	01-130-5048	91.60
12/18/14	38340	Verizon Wireless	91.53	Cell Phone Services	01-180-5048	91.53
12/18/14	38340	Verizon Wireless	117.35	Cell Phone Services	01-185-5048	117.35
12/18/14	38340	Verizon Wireless	35.25	Cell Phone Services	03-220-5048	35.25
12/18/14	38340	Verizon Wireless	30.51	Cell Phone Services	15-500-5048	30.51
12/18/14	38340	Verizon Wireless	155.46	Cell Phone Services	16-550-5048	155.46
Total 38340:			678.19			
<b>38341</b>						
12/18/14	38341	Visa	143.12	Hotel: ADEQ Operator Trng - J Sorensen 11/2 - 11/4/14	15-500-5043	143.12
12/18/14	38341	Visa	143.12	Hotel: ADEQ Operator Trng - H. Bryant 11/2 - 11/4/14	16-550-5043	143.12
12/18/14	38341	Visa	25.00	Visa Annual Fee	01-130-5051	25.00
12/18/14	38341	Visa	63.60	5 Work Shirts - J. Cameron	16-550-5019	63.60

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
12/18/14	38341	Visa	115.74	5 Work Shirts - J. Sorensen	15-500-5019	115.74
12/18/14	38341	Visa	66.75	Hotel: Project Management Trng - J. Collier 11/12 - 11/13	01-230-5043	66.75
12/18/14	38341	Visa	64.00	Registration:Excel Trng (Fred Pryor to refund Jan 2015)	15-500-5043	64.00
12/18/14	38341	Visa	64.00	Registration:Excel Trng (Fred Pryor to refund Jan 2015)	16-550-5043	64.00
12/18/14	38341	Visa	229.90	Ntl Notary Package - M. Castellanos	01-130-5043	229.90
12/18/14	38341	Visa	18.16	Amazon Prime Membership-Admin	01-130-5051	18.16
12/18/14	38341	Visa	18.16	Amazon Prime Membership-Parks	01-180-5051	18.16
12/18/14	38341	Visa	18.16	Amazon Prime Membership-PW	03-220-5051	18.16
12/18/14	38341	Visa	18.16	Amazon Prime Membership-Police	01-140-5035	18.16
12/18/14	38341	Visa	18.16	Amazon Prime Membership-WW	15-500-5051	18.16
12/18/14	38341	Visa	18.16	Amazon Prime Membership-Water	16-550-5051	18.16
12/18/14	38341	Visa	120.00	League of AZ: Newly Elected officials training N. Simpson	01-110-5043	120.00
12/18/14	38341	Visa	120.00	League of AZ: Newly Elected officials training R. St. Germ	01-110-5043	120.00
Total 38341:			1,264.19			
<b>38342</b>						
12/18/14	38342	West Payment Center	452.19	West Law Info Charges	01-150-5051	452.19
Total 38342:			452.19			
<b>38343</b>						
12/18/14	38343	Yuma Nursery Supply	1,152.96	Irrigation Supply Parts	01-180-5086	1,152.96
Total 38343:			1,152.96			
<b>38344</b>						
12/18/14	38344	Yuma Winnelson Co.	735.63	System Mainenance	16-550-5050	735.63
Total 38344:			735.63			
<b>38345</b>						
12/18/14	38345	D And L Auto Parts	11.11	Veh Maint - Supplies/Part - Admin	01-130-5025	11.11
12/18/14	38345	D And L Auto Parts	77.41	Veh Maint - Supplies/Parts-Police	01-140-5025	77.41
12/18/14	38345	D And L Auto Parts	45.07	Veh Maint - Supplies/Part - Transit	01-230-5025	45.07
12/18/14	38345	D And L Auto Parts	196.23	Veh Maint - Supplies/Part - WW	15-500-5025	196.23
12/18/14	38345	D And L Auto Parts	606.60	Veh Maint - Supplies/Part - PW	03-220-5025	606.60
12/18/14	38345	D And L Auto Parts	47.33	Veh Maint - Supplies/Part - Water	16-550-5025	47.33

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
Total 38345:			983.75			
<b>38346</b>						
12/18/14	38346	Lowe's	207.09	Irrigation Supply Parts	01-180-5086	207.09
12/18/14	38346	Lowe's	380.21	44" lawn sweeper	01-180-5060	380.21
12/18/14	38346	Lowe's	408.75-	Return Credit	01-180-5060	408.75-
Total 38346:			178.55			
Grand Totals:			187,007.12			

Report Criteria:

Report type: GL detail

Check.Check Number = 38268-38346



## TOWN OF QUARTZSITE

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### **REGULAR COUNCIL MEETING**

Tuesday, December 23, 2014

**Agenda Item #1-b** Consider approval of the minutes of the Special Meeting of December 3, 2014; the Work Session of December 3, 2014, the Regular Meeting December 9, 2014; and the Special Meeting of December 16, 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 December 3, 2014; the Work Session of December 3, 2014, the Regular Meeting December 9, 2014; and the Special Meeting of December 16, 2014.

**Action Requested:** Motion to approve the minutes of the Special Meeting of December 3, 2014; the Work Session of December 3, 2014, the Regular Meeting December 9, 2014; and the Special Meeting of December 16, 2014.

**MINUTES**  
**TOWN OF QUARTZSITE**  
**SPECIAL MEETING OF THE COMMON COUNCIL**  
**WEDNESDAY, DECEMBER 3, 2014, 1:00 PM**

**CALL TO ORDER:** 1:00 p.m.

**INVOCATION:** None.

**PLEDGE OF ALLEGIANCE:** Led by Mayor Foster.

**ROLL CALL:**

**Present:** Mayor Foster, Vice Mayor Simpson, Council Member Kelley, Council Member Warner, Council Member Davidson, Council Member St. Germain.

**Absent:** Council Member Orgeron.

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

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

**ADMINISTRATIVE ITEMS:**

- 1. SALES TAX – Discussion and possible action regarding sales tax audits, assessments and collection services by REDW.**

The Mayor apologized to the citizens of Quartzsite. He explained that he had thought that this issue was finalized at a previous meeting.

The Mayor asked for a motion to send a cease and desist letter to REDW instructing them to participate in no more activities that result in charges to the Town of Quartzsite and that they turn over all documentation in their possession regarding the Town to Town staff.

**Vice Mayor Simpson** moved to send a cease and desist order to REDW and request full accountability and that all the documents be returned. **Council Member Davidson** seconded the motion.

Town Attorney Goodwin stated her current understanding is that Mr. Coleman has turned over most, if not all, of the documents that he has. They are in a share file. Town Attorney Goodwin is working with Town Manager Miller to proceed with enforcement actions which involves determining the status of each audited tax payer and whether an assessment has actually been made and if it is in a position for a lien to be filed.

Town Attorney Goodwin advised that she may need to have a conversation or two with Mr. Coleman to understand how to get to some of the documents and how they are organized.

Town Manager Miller advised that Mr. Coleman has already tendered a letter of resignation to the Town stating that all services that he is providing will cease December 31, 2014.

The Mayor explained that at the last meeting a \$7,300 bill was submitted to the Council. He explained it was a shock because he thought they were done with REDW.

Town Manager Miller advised that when Mr. Coleman gave his last presentation to the Council, Mr. Coleman stated there would be no new assessments. He did have some that he was finalizing.

The Mayor stated that the auditing performed by REDW has proven to be a financial disaster for the Town of Quartzsite. The Mayor said the Town has not seen a benefit; it has been a cost issue rather than a return issue. He voiced his concern about the overall loss of good relations with the businesses in the Town.

The Mayor said that instead of talking about enforcement and collection, the discussion should be about negotiation and settlement.

The Mayor stated that the Town Attorney's time is valuable. He would rather see the Town Manager do the negotiation. The Town Attorney would be engaged if there is a situation in which an equitable solution cannot be found.

The Mayor wants to see these tax matters resolved in Town Hall and get back some good faith with the business community in the Town.

The vote on the motion on the floor was unanimously in favor of mailing a cease and desist letter to REDW. **Motion Passed.**

Vice Mayor Simpson moved to take any existing tax claims and try to work out some kind of agreement that could be brought back to Council for a final approval.

Council Member Warner asked if it is known how many existing tax claims there are.

Town Attorney Goodwin suggested there is a range of perhaps be ten to fifteen.

Town Manager Miller stated a business just paid their \$50,000 back tax assessment today.

The Mayor directed Town Manager Miller to work out agreements and bring them to Council for individual review.

Town Manager Miller noted he will be relying on Town Attorney Goodwin for legal advice. The Mayor said that would be fine.

The Mayor suggested a motion to direct staff to collect any of this tax information and negotiate settlement offers for those that are concerned and do it in an equitable way.

Council Member Warner asked if the Town has done anything to try to collect it before negotiating.

The Mayor advised that could be direction to staff: to attempt first to collect then attempt to negotiate.

**Vice Mayor Simpson moved** to direct town staff to collect information and negotiate a possible resolution to the REDW audits and **Council Member St. Germain seconded** the motion. The vote was unanimous. **Motion Passed.**

**Council Member Davidson moved** to adjourn and **Vice Mayor Simpson seconded** the motion. The vote was unanimous. **Motion Passed.**

**ADJOURNMENT:** 1:11 p.m.

**CERTIFICATION:**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of December 3, 2014, of the Town Council of Quartzsite, Arizona, held on December 3, 2014.

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

DATED this 23<sup>rd</sup> day of December 2014

\_\_\_\_\_  
Tina M. Abriani, Town Clerk

On behalf of the Common Council

Approved:

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

**MINUTES**  
**TOWN OF QUARTZSITE**  
**WORK SESSION OF THE COMMON COUNCIL**  
**WEDNESDAY, DECEMBER 3, 2014, 1:30 PM**

**CALL TO ORDER:** 1:30 p.m.

**INVOCATION:** None.

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

**ROLL CALL:**

**Present:** Mayor Foster, Vice Mayor Simpson, Council Member Kelley, Council Member Warner, Council Member Davidson, Council Member St. Germain.

**Absent:** Council Member Orgeron.

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

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

**WORK SESSION:**

1. **PRIORITIES - Review and discuss and give direction to staff regarding the Town Council's priorities, as set forth on the attached list.**
2. **ADMINISTRATIVE ITEMS - Review and discuss and give direction to staff regarding the Town administrative activity: Use of Town owned vehicles, personnel policies.**

***Agenda Items 1 and 2 were discussed together.***

Town Manager Miller stated this is a list of priorities submitted by the Council; it is a preliminary point from which to build consensus.

The Mayor suggested a very detailed examination of the budgets for the Water and Sewer Department.

Town Manager Miller suggested that an independent audit be performed, the results be reviewed and thereby establish best management practices.

Vice Mayor Simpson advised there have already been numerous costly rate studies and asked at what cost Town Manager Miller is proposing another.

Town Manager Miller advised that he could reach out to other organizations, not consultants, but those that have similar services, to get some feedback in these areas.

Council Member St. Germain commented on his interview with a wastewater treatment plant operator and his observations regarding the Town's wastewater treatment plant operations. Council Member St. Germain stated he would like to have the wastewater treatment plant manager attend a Council meeting and he would like to review the wastewater operations and budget.

The Mayor advised that the budget must be reviewed in detail, with staff participation, and then examine the rates. He thinks the Council has the necessary experience to review the matter and then get experts in certain areas if necessary.

Town Manager Miller explained he is looking for an unbiased independent resource to review the operations.

Town Manager Miller noted that Council approves every expenditure that comes out of each department.

The Mayor advised that he wants to review the real numbers involved with operations in order to possibly reduce expenditures.

The Mayor asked that Town Manager Miller put together a report listing income, expenses and production.

Town Manager Miller responded that would not be impossible. He said it would be time consuming and if Council considers it a priority, time would be allocated.

Vice Mayor Simpson asked about the cost to process a gallon of waste.

Town Manager Miller stated he doesn't think it is about the cost per gallon processed because volume changes on a daily basis.

Council Member Warner noted the need to examine efficiency and to possibly reach out to others to help with our efficiency.

Vice Mayor Simpson asked if the Town's Utilities Committee has provided any information.

Town Manager Miller advised that the Municipal Utilities Administrative Committee has been underutilized. He said he will be working with the Committee to get them out ahead of projects to be able to provide input to Council.

The Mayor said, as a starting point, Council Member St. Germain could arrange a meeting with the former wastewater treatment plant operator and the Council could direct staff to gather data and budget information for review. More specifically, staff is to

prepare production numbers and costs for wastewater treatment plant and the water utility system.

Town Manager Miller next reviewed staffing issues with the Police Department. There was discussion regarding the fact that there are only four officers currently employed by the Town. Town Manager Miller has been speaking with a gentleman interested in serving as an interim chief. The candidate is AZ Post Certified and if found to be satisfactory, will be recommended to Council by the Town Manager for their review.

Town Manager Miller advised that three candidates for officer are being vetted right now.

The Mayor asked if the Town Manager has had any success in a mutual aid agreement with the Sheriff's Department.

Town Manager Miller advised that the Sheriff's Department did say they would, free of charge, possibly provide a recruitment process, where they would do background checks and vet. Town Manager Miller stated he has not pursued that yet.

The Mayor asked Town Attorney Goodwin if a written agreement is required for mutual aid.

Town Attorney Goodwin recommended that a contract, such as an Intergovernmental Agreement be used. Town Attorney Goodwin stated she will draft the appropriate document

The Mayor asked the Council what should be done about the need for more police as the busy season is upon us. Council Member St. Germain listed there are three being vetted, plus the current four and Town Manager Miller added the interim chief.

There was discussion regarding the Town Code. The Mayor advised that the restoration of the Town Code is a priority.

Town Attorney Goodwin said she could model a town code after another Town's code. She advised she will provide examples of structure for review.

Town Attorney Goodwin agreed with the Mayor that the policies and procedures manual and the Town Code should be constructed together.

Vice Mayor Simpson said he would like to have line item evaluations. He would like to have an accounting of the departments, their staffing requirements and the general budget.

The Mayor stated the new budget will be due in June. He stated now the focus should be on the Utilities Budget and the rates.

The Town Manager will provide Council with documentation of where each budget stands.

Vice Mayor Simpson's list of priorities (see attached) was reviewed and discussed.

Town Manager Miller uses a Town owned vehicle and lives in Town. Staff that live in Town and work for the Utility Department and Public Works may use work trucks if they are on call. No employees go home in Town vehicles if they do not live in Quartzsite.

The Mayor asked that an executive session be held to review the status of pending litigation matters.

Council Member Kelley would like to see periodically where the Town is with the WIFA Loan.

The Mayor advised he would like to see, in the financial reporting of the Council packets for each meeting, the separate accounts listed separately. He named the accounts for the HURF fund, the general fund and the enterprise fund. All inter-fund transfers require Council approval, said the Mayor.

The Mayor said he is concerned the WIFA money has not been used and is just sitting there and the USDA loan has not been touched yet.

The Mayor asked if the Town will be in trouble with the funds and the expansion.

The Town Manager explained costs have gone up and WIFA money has been used for infrastructure improvements within the system. The improvements were part of the overall expansion.

The Mayor asked Town Attorney Goodwin if it would be legal, at some point, for him to remove the veto to the resolution authorizing the WIFA loan. Town Attorney Goodwin said yes.

The Mayor asked if the Town gets the rates to where they are sustainable, could he remove the lawsuit and have the expansion proceed.

Town Attorney Goodwin advised that if he removes the veto, it will be fine.

The Mayor advised his intent with the lawsuit was to delay the loan to get the rates down.

The Mayor advised the Town is dealing with time constraints, but the rates need to be fixed and then get the loan.

Town Manager Miller advised that in order to meet the WIFA timeline, the Town must break ground in the spring.

The Mayor advised that within the next two months there will be a review of the budget and reconsideration of the rates and possible changes.

Council Member Kelley stated the Town was shown that Utilities was operating in the red with the old rates.

The Mayor didn't agree with the numbers that were provided. The budget fixed the rates, now the Town must rework the budget and rework the rates.

Town Attorney Goodwin stated it could take ninety days to change the rates because of the requirements involved.

Council Member Davidson asked the Mayor if he is correct that right now the Town Manager Miller's contract is no longer in effect.

Town Attorney Goodwin advised that the Council has the power to terminate the contract, but it is currently still valid and active.

The Mayor stated that Town Manager Miller is overpaid but he is a professional and is doing a good job, a job that needs to be done. The Mayor said his job performance is of more concern than his pay right now.

Council Member Kelley advised that Town Manager Miller came to the Town with a Master's Degree and has done a lot for the community, including getting involved.

Council Member Warner advised that Town Manager Miller is currently acting as the Community Development Director without any extra compensation.

The Mayor asked that Mr. Miller be given a chance to produce some results.

Vice Mayor Simpson stated the Council should be evaluating all personnel along with the budget process in a timely manner.

Council Member Davidson commented regarding paying a Town Attorney to travel from Phoenix.

Town Manager Miller stated the Town Attorneys do not charge for travel.

Council Member Davidson suggested in the future possibly hiring a local attorney to save money.

The Mayor asked that at the next scheduled meeting, litigation matters and contract negotiations be discussed in an executive session.

Council Member Kelley advised Council Member Davidson that we have some of the top attorneys in the state. They have helped to keep the Town out of unnecessary litigation.

Town Manager Miller told Council that Town Attorney Goodwin has the institutional knowledge that is needed by the Town, especially with the sweeping changes that Council is proposing.

Council Member Davidson asked if there is or if there isn't a hiring freeze in effect.

Town Manager Miller noted there is no record of a hiring freeze.

Council Member Davidson said he would like to see, on the next agenda, the restoration of the Mayor's powers that were removed by the previous Council.

The Mayor asked if a resolution can be passed to restore the Mayor's powers to a certain point in time.

Susan Goodwin explained that an ordinance can be used to amend the Town Code.

Council Member Davidson advised that the Mayor needs an office. He also stated the rest of the Council needs an office which they can share.

Town Manager Miller said if it is the consensus of Council it can be done. He will investigate options and get back to the Council.

There was a discussion of possible changes to the Town's franchise agreement regarding the percentage of the taxes that go to the Town of Quartzsite.

Council Member Kelley stated her concern that people may overhear sensitive information or view sensitive materials.

The Mayor and Town Manager Miller gave reasons why this should not be a great concern.

There was a discussion regarding contracted employees and severance pay.

The Mayor wants to codify such things.

Town Attorney Goodwin advised that could be done.

Council Member Davidson suggested giving the Mayor and the Council Members codes to open the doors.

Town Manager Miller said he is not opposed to that but he has to answer to seven Council Members. He must act in good faith to the whole of the Council, he will follow the direction of the Council.

The next meeting will have Town Hall access codes on the agenda.

Council Member Davidson asked Town Attorney Goodwin if the Council can legally require all new hires to live within the Town. Town Attorney Goodwin explained her answer which was no.

Council Member Davidson asked if new hires receive a lie detector test and if it could be required for all new hires.

Town Manager Miller said new hires are not given a lie detector test.

Town Attorney Goodwin will investigate whether or not new hires can be required to take a lie detector test.

The Mayor asked the Council if it wanted to open to the discussion to the public. The vote was all in favor.

Jennifer Jones, resident, spoke regarding the Town possibly having a forensic audit performed, free of charge; the cost of water and sewer, specifically a by-the-gallon rate; WIFA and expansion of the line; manhole covers; alternatives to chlorine; listing of payroll checks in the consent agenda in the effort to increase transparency; an RFQ for a different Town Prosecutor; an animal shelter, the policy for the signers of bank accounts; signing checks before approval; and physically separate accounts for HURF and WIFA.

Starr BearCat spoke regarding the Town Council's lists. She stated she noted promotion of the Town and marketing were not at the top of any of the lists; the Town Manager answering to the Council and the Council answering to the citizens.

Vice Mayor Simpson advised the promotion of the Town is a major concern and priority of his.

Jeff Gilbert, former Chief of Police, resident, spoke regarding this year's budget, HURF funds and asked the Council where the Town stands on the use of the HURF funds.

The Mayor advised that he did ask for specifics regarding these funds in order to keep track.

Jeff Gilbert spoke of the appearance of HURF fund usage.

The Mayor stated that directions was given that any inter-fund transfer must be brought before the Council before they happen.

Jeff Gilbert commented as a former chief of police, about the Town and its departments' MOUs and IGAs with regional organizations and the County. He stated that the Mayor, with regard to the WIFA loan, is still holding the Town hostage on his lawsuit against the Town.

The Mayor explained that he is talking about sustainable rates. He stated the rates would have been fixed by the loan agreement if he signed the loan for the next twenty years. He said those rates are unsustainable.

Jeff Gilbert also spoke regarding how appalling it is to hear a suggestion to advertise for a new town manager or renegotiate his contract. He suggested discussion about employee matters and the changes to the Town Code occur before digging into personnel matters and polygraphs.

Dean Taylor commended the newly seated Council Members. He thanked them for taking time to serve the community; he stated the Town needs to put a clamp on the budget.

Elmer London spoke regarding the time it would take to cover what is on the list of priorities.

Monica Timberlake, community member, spoke regarding an analysis of the sewer plant; staff time to list out the costs; the condition of the wastewater treatment plant; the Town having a Council Manager form of government; access codes; the cost of lie detector test; the Mayor's lawsuit against the Town

The Mayor stated the law suit was not over the veto. It was over the rates that would be fixed for a great deal of time.

Shanana Rain GoldenBear spoke regarding constituents; what is being said in the community; bragging up the community; the council needing to quit infighting; thanking the visitors, appreciating the vendors; and the Town's image.

Rain suggested that the Council promote the Town by getting on Facebook and allowing the Town Manager to do his job and let him take care of the employees.

Town Manager Miller spoke regarding social media. He said he would like to take on Facebook and Twitter to get good information out to the public.

The Mayor asked Town Attorney Goodwin to examine the policy for social media. Town Attorney Goodwin said she would send some information.

**ADJOURNMENT:** 3:28 p.m.

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

Attachment:

**Vice Mayor Simpson**

- **Budget review by line item**

- **Water and sewer rates**
- **Police Department staffing**
- **Use of Town owned vehicles**
- **Contracting of services instead of employees**
- **Utility Billing – outsourcing**
- **Corrections to the Town Code**
- **Review of the Indemnification Cause**
- **Committee vacancies**
- **Review pending litigation with legal staff**
- **Local attorney for regular meetings – save travel expense with current attorneys**
- **Status of WIFA loan**
- **Water and Wastewater Budget**
- **Animal Shelter – history, possible establishment of one and kennel availability**
- **Business License Fee – possible increase**

#### **Council Member Kelley**

- **Police Chief and officers – staffing**
- **Investigate becoming a city**
- **Collecting money owed to the Town**

#### **Council Member Warner**

- **Budget**
- **Water and Sewer rate structure**
- **Police Department staff for the season**
- **Loan for sewer improvement**

#### **Council Member Orgeron**

- **Water and Sewer plant**
- **Police Department**
- **Cost of business licenses and vendor permits – possibly charging a fee and a high deposit with refund after proof of sales tax payment**
- **Economic development – establish what the Town has to offer and approach desirable companies with possible selling points to bring them to Quartzsite**

#### **Council Member Davidson**

- **Advertise for a new town manager or renegotiate his contract.**
- **Advertise for a new town attorney.**

- Enter into negotiation with Sheriff Drum to take charge of the Quartzsite P.D.
- Enforce the hiring freeze. No new hires unless approved by the Town Council.
- Return all power to the Mayor that was taken away by the last council.
- Provide the Mayor with an office.
- Provide the Council Members with an office that they can share.
- Make the Town Manager answerable to the Mayor.
- No contracts/golden parachutes for anyone.
- Give the Mayor and all Council Members the code to open the doors to the Town Hall.
- All new hires must live in Quartzsite.
- No Town vehicles to be driven home by employees.
- Lie detector test to be given to all new employees and all old ones if legal.

**Council Member St. Germain**

- Sewer plant – WWTP budget and operating procedures. Expansion of the facility to a larger operating capacity. Bring in a Sewer Plant expert to see where we can cut operating costs. Have all sewer funds to go to the sewer operation and expansion.
- Water Department – Budget and operating procedures. Daily operating costs. Water funds should go to the water department use only.
- Pending lawsuits against the Town of Quartzsite.
- Promote the Town of Quartzsite.
- Quartzsite Police Department. Position of Police Chief, Staffing, Operating Costs, Patrolling BLM Land.

**CERTIFICATION:**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session of December 3, 2014, of the Town Council of Quartzsite, Arizona, held on December 3, 2014.

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

DATED this 23<sup>rd</sup> day of December 2014

\_\_\_\_\_  
Tina M. Abriani, Town Clerk

On behalf of the Common Council

Approved:

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

**MINUTES**  
**TOWN OF QUARTZSITE**  
**REGULAR MEETING OF THE COMMON COUNCIL**  
**TUESDAY, DECEMBER 9, 2014, 7:00 PM**

**CALL TO ORDER:** 7:00 p.m.

**INVOCATION:** Pastor Bruce offered a prayer.

**PLEDGE OF ALLEGIANCE:** Led by Council Member St. Germain.

**ROLL CALL:**

**Present:** Mayor Foster, Vice Mayor Simpson, Council Member Kelley, Council Member Warner, Council Member Orgeron, Council Member Davidson, Council Member St. Germain.

**STAFF PRESENT:** Skylor Miller, Town Manager; Kelly Schwab, Town Attorney; and Tina Abriani, Town Clerk

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

**ANNOUNCEMENTS:**

Dennis Dole with the VFW announced that on January 10, 2015, the Hi Jolly Days Parade will begin at 10:00 a.m. on the corner of Plymouth and Quail Trail. It will run down around the Q.I.A., ending at the VFW. Line-up is at 8:30 a.m. He asked that any person or civic organization that is in the community that would really like to help out or have their own thing at the VFW, to please provide their input and /or presence. He said it would be greatly appreciated.

Pam Kasky announced the Soup and Chowder Festival of the past weekend was held to raise funds for the Friends of the Quartzsite Food Bank. She said there were 167 attendees and \$1,236 was raised to help the Food Bank. She has already sent a letter to the Q.I.A. requesting that they hold the date of the evening of the Christmas Parade for the Friends of the Food Bank and for the community to have it as annual event.

Douglas Gilford announced there is a free hot meal every day, seven days a week from 4:30 p.m. – 6:00 p.m., except Sunday when it closes at 5:30 p.m. at the Isaiah 58 Project at the Church, in the kitchen. There is no charge and donations are welcomed.

Bruce Swart, Pastor of First Assembly of God Church, reminded everyone that on December 19, 2014, from 3:00 p.m. – 6:00 p.m. at the Community Center, there will be a community wide Christmas party. He said the party is for the whole community and that it is a goal to have every child that attends receive a Christmas present. He

advised they are about halfway through collecting presents and funds for presents for the party.

Suellen Pennington announced there will be a Special Christmas Dinner on Christmas Day, December 25, 2014, at the Senior Center, at 1:00 p.m. The suggested donation is \$7.00; please, donate if you can. She asked that attendees make reservations if possible, or just arrive at the door.

Suellen Pennington also announced that the First Assembly of God Church will be having a three-day yard sale. It is scheduled for 8:00 a.m. to 2:00 p.m. on Thursday, Friday and Saturday of this week (Dec. 11, 12 and 13). Please make donations, if you can, of anything salable.

Council Member Kelley announced a Silent Auction will be held at the Community Center on Saturday, December 13, 2014 at 1:00 p.m. The money raised will be used to send packages to the troops.

Council Member Kelley also announced that on December 18, 2014 the PTA is having the School Christmas Program and Ham Dinner that will start at 5:00 p.m. She asked that everyone attend to support the community's children with proceeds going to the Eighth Grade Trip.

Council Member Kelley also announced there will be an Open House at the LDS Church on Saturday, December 20, 2014, from 1:00 p.m. to 5:00 p.m. They would like everyone to visit and see all the different Nativity scenes.

Mike Jewitt of the Queen of Peace Catholic Church, here in Quartzsite, announced the Church will have its Annual Yard Sale on Friday, December 12, 2014 and Saturday, December 13, 2014. Saturday morning the Annual Pancake Breakfast will take place (Saturday, December 13, 2014).

## **PRESENTATION:**

### **1. SKIP BECKER – Update on La Paz County Economic Development.**

Skip Becker greeted the Council and stated his purpose in coming to the meeting. He advised he wanted to discuss with the Council what advantages the La Paz Economic Development Corporation can provide to the Town of Quartzsite.

Mr. Becker gave a brief history of the La Paz County Economic Development Corporation, its direction and his strategy for marketing the Town of Quartzsite. He later discussed the Focused Future Committee.

Mr. Becker invited the Town of Quartzsite to join the La Paz County Economic Development Corporation, a non-profit organization.

The Mayor asked Mr. Becker to give Town Manager Miller a proposal of how the Town of Quartzsite could be involved and partner with the La Paz County Economic Development Corporation. Mr. Becker said he absolutely will get the information to the Town Manager.

**CONSENT AGENDA:**

**2-a. LEDGER OF ACCOUNTS PAID – Consider approval of check series 38221 - 38268, totaling \$214,233.68.**

Council Member Davidson asked for clarification of check 38242. Two invoices listed for that check were in the amounts of \$5,324.43 and \$6,991.02. He asked if those amounts were for electric service at the sewer plant and the water plant. Town Manager Miller advised he was not sure but will provide the actual invoice.

Council Member Davidson asked for information regarding the different amounts paid to Blue Cross & Blue Shield. Town Manager Miller stated these are the Town's portion of the individual and family policies.

Council Member Davidson asked if the Capital Lease for the Water Truck is a once a year payment. Town Manager Miller said he did not have the terms of the lease in front of him, but he believed so and would confirm.

**2-b. MINUTES – Consider approval of the minutes of the Regular Meeting of November 25, 2014.**

Vice Mayor Simpson advised that page four of the minutes of the Regular Meeting of November 25, 2014 needed to have his name inserted, thus identifying which Council Member was appointed as Vice Mayor.

**Vice Mayor Simpson moved** to accept the minutes as corrected.

**Vice Mayor Simpson moved** to accept the consent agenda along with the minutes as amended. **Council Member Warner seconded** the motion. The vote was unanimous. **Motion Passed.**

**ADMINISTRATIVE ITEMS:**

**3. APS FRANCHISE - Consideration and possible approval of a resolution deeming that a franchise with Arizona Public Service for the use of Town streets for electric utility purposes is beneficial for the Town and ordering that the question of approval of the franchise by the voters be placed on the March 10, 2015 ballot.**

Kendra Cea of APS introduced herself and Lindy Fiskar, the Division Manager for the Southwest Division of APS, out of Yuma. She also introduced the APS Section Leader

out of La Paz County and Yuma County and a new Community Affairs Manager for the area.

Ms. Cea gave an overview regarding service territory and the franchise agreement that is currently in place and approved by the Town of Quartzsite. She discussed public right of way and the meaning of a non-exclusive agreement. She advised that cities and towns have jurisdiction of right of their way and said the first purpose of right of way is travel and the second purpose is utilities.

Ms. Cea spoke of the Arizona Corporation Commission and the twenty-five year agreement with APS; that is the franchise that will remain in effect, if approved by voters, until March 2040. She advised that if the franchise on the March 2015 ballot is not approved by the voters, APS would continue to serve the Town and have its facilities in the Town's right of way. As the franchise agreement is a Constitutional requirement, APS would continue to work with the Town of Quartzsite and the voters to make sure an agreement is in place that suits the needs of Quartzsite.

Council Member St. Germain asked if the franchise fee is paid by the citizens of Quartzsite. Ms. Cea responded that the fee is collected as part of the bill and quarterly checks are sent to the Town

Town Manager Miller advised that right now the Town is collecting that revenue, the franchise fee, which is approximately \$80,000 per year to the general fund.

Currently, advised Town Manager Miller, the Town does not have a transaction privilege tax. He stated there are other communities that do; so, even with the franchise fee, the Town of Quartzsite is on the low end of any taxes for utilities.

Mayor Foster advised that he supported being able to reduce the franchise fee to zero but that it was probably not wise to do so during the current budget year as the income generated has already been budgeted.

**Vice Mayor Simpson moved** to approve Resolution No. 14-10 with the change to the franchise agreement keeping the 2% franchise fee in place but allowing it to be reduced between two percent (2%) and zero percent by resolution of the Town Council and **Council Member Kelley seconded** the motion. The vote was unanimous. **Motion Passed.**

**4. APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT FOR LIQUOR LICENSE – Discussion and possible action to recommend approval to the Arizona Department of Liquor Licenses and Control of an Extension of Premises/Patio Permit for the VFW Post 769's Special Event to be held on January 10, 2015.**

Dennis Dole of the VFW spoke from the podium. He advised the VFW's parking lot would be closed off after the parade and there would be a fence line with police

protection on-site. He stated this is a one day permit and 25% of the revenue from the proceeds would go to a non-profit organization.

Council Member St. Germain recused himself from the vote as he is an Officer at the VFW.

**Council Member Orgeron moved** to recommend approval for an Extension of Premises/Patio Permit from the VFW Post 769 for a Special Event to be held January 10, 2015 and **Council Member Kelley seconded** the motion. The vote was unanimous. **Motion Passed.**

**5. HOLIDAY LEAVE – Consideration and possible approval of one full day of Holiday Leave on December 24, 2014.**

8:07 p.m. – Council Member Kelley left the meeting.

There was discussion regarding different ways to staff the Town and give Holiday Leave to the employees.

8:10 p.m. – Council Member Kelley returned to the meeting.

**Council Member Orgeron moved** to approve the one full day of Holiday Leave on December 24, 2014 and **Vice Mayor Simpson seconded** the motion. The vote was unanimous. **Motion Passed.**

**6. NEW HEALTH & DEVELOPMENT BOARD MEMBER Consider the appointment of Monica Timberlake to the Health & Development Services Board with a term to expire December 2017.**

Council Member Davidson said he would like to put the agenda item on hold until there is more than one applicant.

Vice Mayor Simpson expressed his concern regarding the terms of the members. He stated he wants to see them realigned, so the terms are staggered, before the Council starts adding more members and worsening the situation.

Town Manager Miller advised there was a time the board had no members and later several were appointed within a short time of one another. He asked that Town Code issues regarding that board be reviewed at a future meeting.

Council Member Orgeron suggested the Council not turn away anyone who wants to volunteer and take care of the paperwork issues later.

Monica Timberlake was not at the meeting to be interviewed by the Council because she was at a Board Training session in Phoenix.

The Mayor said he does not think there is any question she is qualified and that every volunteer is near and dear.

**Vice Mayor Simpson moved** to appoint Monica Timberlake to the Health and Development Services Board with a term to expire December 2017, or as negotiated and **Council Member Kelley seconded** the motion. The vote was unanimous. **Motion Passed.**

**7. ENTRY CODE ACCESS TO TOWN HALL FOR COUNCIL Discussion and possible action to give Council Members access codes to the Town Hall administrative offices with the keyless entry code to the door in the foyer and /or to the rear entry doors.**

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

Council Member Orgeron stated that he does not think there is any reason he would need to have an access code to Town Hall. He advised that he does not need to be here after hours and does not need a code during working hours because he is met at the window. He suggested the Council be given keys to the Children's Library, the outside building, to hold meetings with members of the public.

Council Member Kelley stated she was on the Council for two years and there was no need for a key or entry code access.

The Mayor stated that just the other day he needed to find a place to hold a meeting but could not do so.

Council Member Davidson explained that Council Members should not have to ask permission to enter the Town Hall offices.

Town Manager Miller stated that he wanted to make one item clear: no Council Member that comes to the Town Hall for Town business will be denied access to the back office during office hours, whether they have access codes or not.

The Mayor stated that he has no interest in entering or exiting through the back door. The front door is the only door that he is concerned with having access. He said he does not want to have to ask permission to enter the offices.

The Mayor stated he only wants access to the foyer/lobby door.

Vice Mayor Simpson suggested that the Town staff be given an opportunity to work with the new Council and if there is a problem, the Council has a right to bring the item back to the agenda.

Mike Jewitt spoke of his experiences with Town Hall office access. He said the Council is not there to supervise; he said that is the Town Manager and Department Heads' job, which works to reduce inefficiency.

Jennifer Jones agreed that anyone having the code to the back door to Town Hall would be a bad idea. She stated some reasons the Town Council would need access to the Town offices.

Starr BearCat expressed a concern that she said was representative of a number of citizens, a fear of people going into the Town offices and going through information to use against them. She said the community does not trust the Council and does not want them to have free access to Town Hall offices.

Public discussion closed. No action was taken on this item.

## **8. EXECUTIVE SESSION**

**Executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion and consultation with the Town Attorney in order to consider the Town's position and pending litigation involving the Town including Jones v. Quartzsite (multiple cases), Gilford v. Quartzsite, Foster v. Quartzsite and Johnson v. Quartzsite.**

**Executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consideration of Town Manager, Skylor Miller, Performance Review.**

The Mayor advised that during the executive session, at the point of the discussion of Foster v. Quartzsite, he will recuse himself and leave the session.

**Council Member Orgeron moved to adjourn to executive session and Council Member St. Germain seconded the motion. The vote was unanimous. Motion Passed.**

**ADJOURN TO EXECUTIVE SESSION: 8:35 p.m.**

**RETURN TO OPEN SESSION: 9:45 p.m.**

### **ROLL CALL:**

**Present:** Mayor Foster, Vice Mayor Simpson, Council Member Kelley, Council Member Warner, Council Member Orgeron, Council Member Davidson, Council Member St. Germain.

### **COMMUNICATIONS:**

**Reports from the MAYOR on current events.**

None.

**Reports from the COUNCIL on current events.**

None.

**Reports from the TOWN MANAGER to the Council.**

Town Manager Miller advised that Brian Barbiars, of the Western Arizona Council of Governments (WACOG), has requested that the Town Council appoint a new representative to the Executive Committee. Town Manager Miller stated that he will provide an overview of WACOG to Council in the upcoming week and perhaps it could be an agenda item at the next meeting. The Mayor said, "So directed."

**COMMUNICATIONS FROM CITIZENS:**

Frank Oulman, property owner, spoke regarding access to his property via BLM land and his communications with the Town.

The Mayor said Mr. Oulman's access to his property will be on the next agenda.

Mr. Oulman asked if the employee handbook gives limitations on how long staff have to respond to inquiries. Mr. Oulman also asked for some action on his issue.

The Mayor stated he will direct his issue be placed on the next agenda.

Jennifer Jones said she left the last work session feeling very positive that everyone seems to be able to work as a team. She wanted to have the following comment on the record: The Mayor drove all the way to Kingman, to the fairgrounds, to an expo being held out there because Jennifer Jones suggested to him that it might be a good opportunity to solicit vendors to visit Quartzsite. He spent an entire day at the fairgrounds talking to the vendors saying what a great place Quartzsite is and to invite them to come and check it out to see if they would like to vend here.

She stated she appreciated hearing from the Council that the past will be put in the past.

Michael Roth, resident, spoke regarding wisdom, a water truck lease, voting down paying La Paz County Economic Development or joining it in any way in its current form, and fascism –which, he advised, never ends well.

Marilyn McFate suggested that if the Council will not have any action on an executive session item, after the executive session, to put it last on the agenda, after the audience participation. She explained this may reduce the Council's loss of their audience.

Starr BearCat asked the Council to seriously consider not getting involved with La Paz Economic Development before more research has been conducted. She advised that

the Council find out how they do things before giving them a dime. She asked about the dog park but as it was not listed on the agenda, there was no response.

**Council Member Orgeron moved** to adjourn and **Vice Mayor Simpson seconded** the motion. The vote was unanimous. **Motion Passed.**

**ADJOURNMENT:** 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 December 9, 2014, of the Town Council of Quartzsite, Arizona, held on December 9, 2014.

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

DATED this 23<sup>rd</sup> day of December 2014

\_\_\_\_\_  
Tina M. Abriani, Town Clerk

On behalf of the Common Council

Approved:

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

**MINUTES**  
**TOWN OF QUARTZSITE**  
**SPECIAL MEETING OF THE COMMON COUNCIL**  
**TUESDAY, DECEMBER 16, 2014, 10:00 AM**

**CALL TO ORDER:** 10:01 a.m.

**INVOCATION:** None

**PLEDGE OF ALLEGIANCE:** Led by Mayor Foster.

**ROLL CALL:**

**Present:** Mayor Foster, Vice Mayor Simpson, Council Member Kelley, Council Member Warner, Council Member Orgeron, Council Member Davidson, Council Member St. Germain.

**STAFF PRESENT:** Skylor Miller, Town Manager; and Tina Abriani, Town Clerk

**APPROVAL/AMENDMENT OF AGENDA:** Vice Mayor Simpson moved to approve the agenda and Council Member Davidson seconded the motion.

Council Member Kelley asked if Agenda Item 2 can be moved to a Regular Council Meeting Agenda.

Council Member Kelley moved to move the 'agenda format' to a regular meeting rather than a special meeting and Council Member Warner seconded. The vote was in favor of the motion. Motion Passed.

**ADMINISTRATIVE ITEMS:**

- 1. T & C SEAL COATING, INC. DISCOUNT – Discussion and possible action to approve a check in the amount of \$100,644.94 to T & C Seal Coating, Inc. The expedited approval and processing of this payment will result in a savings of \$1,016.00. The invoice amount without the discount is \$101,660.94.**

Town Manager Miller explained the project is completed and T & C Seal Coating, Inc. has provided an incentive to pay this week. They are offering a discount off of the bill in the amount of \$1,016.

Council Member St. Germain asked if this project was budgeted.

Town Manager Miller answered that the current budget allowed for up to \$300,000 in road improvements and the Town will spend approximately \$100,000 this year.

Vice Mayor Simpson moved to approve paying T & C Seal Coating to take advantage of the discount. Council Member Kelley seconded the motion. The vote was unanimous. Motion Passed.

**2. AGENDA FORMAT – Discussion and possible action regarding changes to the format of the current Council Agenda.**

The Council voted to have this item placed on a Regular Council Meeting agenda.

**ADJOURNMENT:**

Council Member Orgeron moved to adjourn and Vice Mayor Simpson seconded the motion. Motion Passed.

**CERTIFICATION:**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of December 16, 2014, of the Town Council of Quartzsite, Arizona, held on December 16, 2014.

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

DATED this 23<sup>rd</sup> day of December 2014

\_\_\_\_\_  
Tina M. Abriani, Town Clerk

On behalf of the Common Council

Approved:

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



## TOWN OF QUARTZSITE

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### REGULAR COUNCIL MEETING

Tuesday, December 23, 2014

**Agenda Item #2** Conduct hearing and consider recommending approval of a Special Event Liquor License for a Quartzsite Rotary Club Sponsored Chili Shoot Out at Tyson Wells.

**Summary:** The Quartzsite Rotary Club #27195 has applied for a Special Event Liquor License for a one-time event. The event is to be located at Tyson Wells Sell-a-Rama, 121 W. Kuehn, Quartzsite, Arizona and will take place on Saturday, February 28, 2015 from 11:00 a.m. to 3:00 p.m. The applicant is Violet M. Kiss, President of The Quartzsite Rotary Club #27195.

**Responsible Person:** Skylor Miller, Town Manager

**Attachment:** Arizona Department of Liquor Licenses & Control Application for Special Event License from the Quartzsite Rotary Club #27195.

Chili Shoot Out at Tyson Wells Flyer

**Action Requested:** Motion to recommend approval of a Special Event Liquor License for a Quartzsite Rotary Club Sponsored Chili Shoot Out at Tyson Wells.

RECEIVED

DEC 19 2014

TOWN OF QUARTZSITE

Arizona Department of Liquor Licenses and Control  
800 W Washington 5th Floor  
Phoenix AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

FOR DLLC USE ONLY
Event date(s): _____
Event time start/end: _____

**APPLICATION FOR SPECIAL EVENT LICENSE**  
 Fee= \$25.00 per day for 1-10 days (consecutive)  
 A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

**IMPORTANT INFORMATION: This document must be fully completed or it will be returned.**

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

**SECTION 1** Name of Organization: QUARTZSITE ROTARY CLUB #27195

**SECTION 2** Non-Profit/IRS Tax Exempt Number: 86-0743789

**SECTION 3** The organization is a: (check one box only)  
 Charitable (501.C)     Fraternal (must have regular membership and have been in existence for over five (5) years)  
 Religious     Civic (Rotary, College Scholarship)     Political Party, Ballot Measure or Campaign Committee

**SECTION 4** Will this event be held on a currently licensed premise and within the already approved premises?  
 Yes     No

Name of Business	License Number	Phone (include Area Code)
------------------	----------------	---------------------------

**SECTION 5** How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- Place license in non-use
- Dispense and serve all spirituous liquors under retailer's license
- Dispense and serve all spirituous liquors under special event
- Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

**SECTION 6** What is the purpose of this event?  On-site consumption     Off-site (auction)     Both

**SECTION 7** Location of the Event: TYSON WELLS SELL-A-RAMA  
Address of Location: 121 W KUEHEN    QUARTZSITE    AZ    85346  
Street    City    County/State    Zip

**SECTION 8** Will this be stacked with a wine festival/craft distiller festival?  Yes     No

**SECTION 9** Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: KISS    VIOLET    M    \_\_\_\_\_  
 Last    First    Middle    Date of Birth

2. Applicant's mailing address: PO BOX 4883    QUARTZSITE    AZ    85359  
 Street    City    State    Zip

3. Applicant's home/cell phone: ( \_\_\_\_\_ Applicant's business phone: ( \_\_\_\_\_

4. Applicant's email address: \_\_\_\_\_

**SECTION 10**

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?  
 Yes  No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 0  
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event?  Yes  No  
 (If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name QUARTZSITE ROTARY CLUB #27195 Percentage 100%  
 Address PO BOX 2425 QUARTZSITE AZ 85346  
Street City State Zip

Name \_\_\_\_\_ Percentage \_\_\_\_\_  
 Address \_\_\_\_\_  
Street City State Zip

5. Please read A.R.S. §4-203.02 Special event license: rules and R19-1-205 Requirements for a Special Event License.

**Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.**

**"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"**

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?  
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

Number of Police 2 Number of Security Personnel  Fencing  Barriers

Explanation: LIQUOR (BEER & WINE ONLY) WILL BE DISPENSED WITHIN THE CLEARLY MARKED ORANGE PLASTIC FENCING BEER GARDEN AREA MARKED ON THE ATTACHED MAP. THERE WILL BE TABLES AND CHAIRS IN THE BEER GARDEN AREA.

**SECTION 11** Date(s) and Hours of Event. May not exceed 10 consecutive days.  
 See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>02/28/2014</u>	<u>SATURDAY</u>	<u>10 AM</u>	<u>4 PM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

**SECTION 12** License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

SEE ATTACHED



**SECTION 13** This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

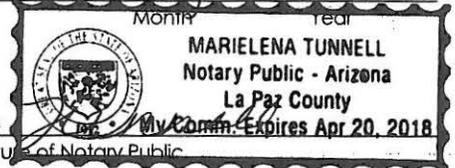
I, VIOLET M. KISS declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON  
(Print full name)  
 appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X *Violet M. Kiss* PRESIDENT 12/19/2014 760/415-2021  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 19<sup>th</sup> January 2014  
Day Month Year  
 State Arizona County of La Paz

My Commission Expires on: 4/20/18  
Date

*Marielena Tunnell*  
Signature of Notary Public



**SECTION 14** This section is to be completed only by the applicant named in Section 9.

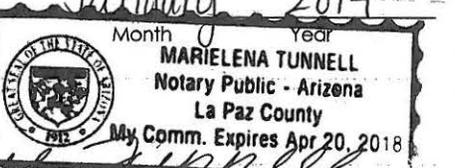
I, VIOLET M. KISS declare that I am the APPLICANT filing this application as  
(Print full name)  
 listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X *Violet M. Kiss* PRESIDENT 12/19/2014 760-415-2021  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 19<sup>th</sup> January 2014  
Day Month Year  
 State Arizona County of La Paz

My Commission Expires on: 4/20/2018  
Date

*Marielena Tunnell*  
Signature of Notary Public



The local governing body may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: [http://www.azliquor.gov/assets/documents/homepage\\_docs/spec\\_event\\_links.pdf](http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf).

**SECTION 15** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(government official) (Title)

on behalf of \_\_\_\_\_  
(City, Town, County) Signature Date Phone

**FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY**

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_

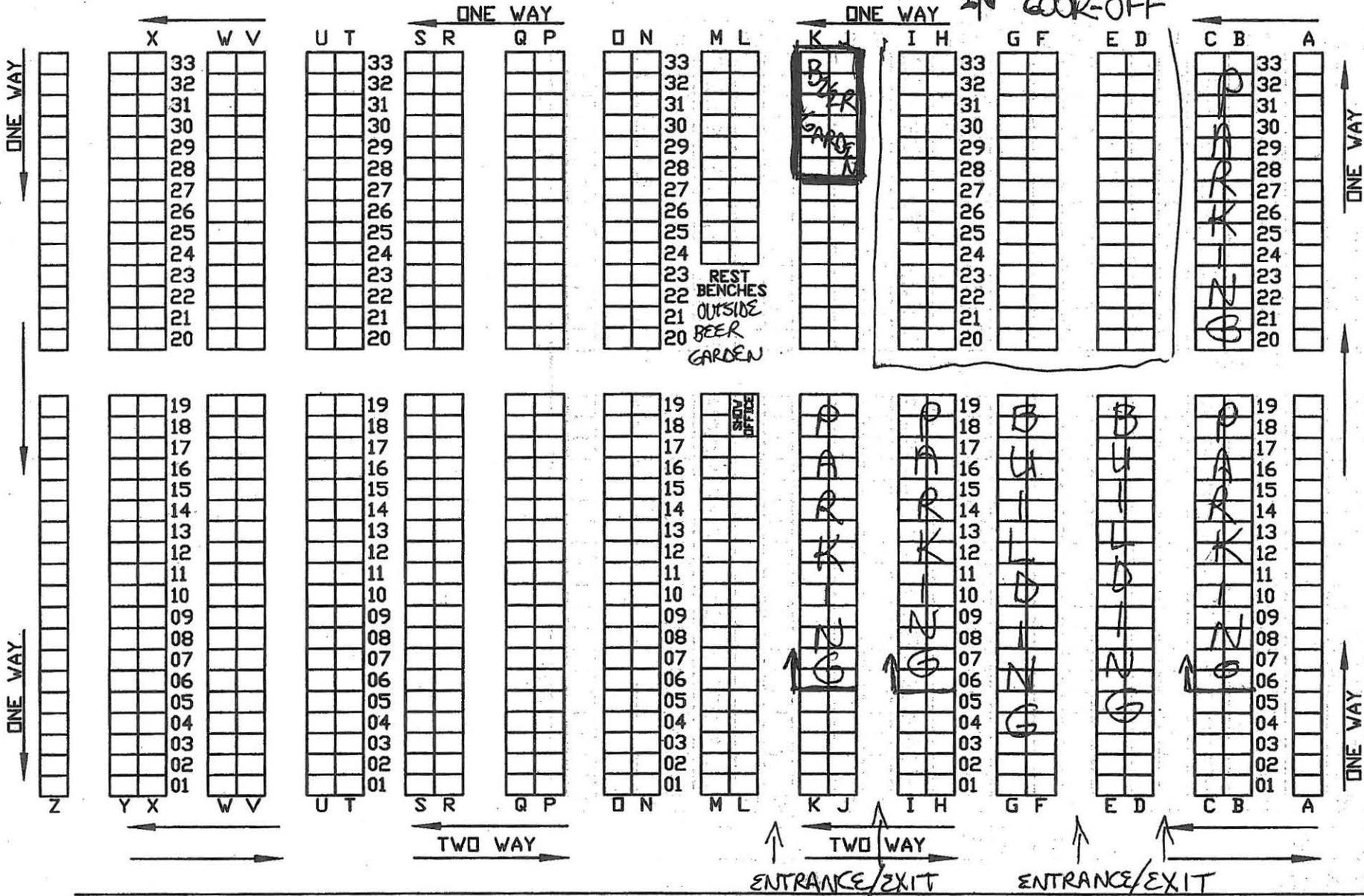
QUARTZSITE ROTARY

INTERSTATE 10 CHILI COOK-OFF 2/28/2015

TYSON WELLS SELL-A-RAMA



COOK-OFF



U.S. HIGHWAY 95

KUEHN BLVD.

-  BEER GARDEN IN BARRIE (ORANGE)
-  COOK-OFF AREA
-  VISITOR'S HOOK-UPS (COOKS)
-  OPEN PARKING



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LOCKTON COMPANIES,LLC-K CHICAGO 525 W. Monroe, Suite 600 CHICAGO IL 60661 (312) 669-6900	<b>CONTACT NAME:</b> Lockton Companies <b>PHONE (A/C, No, Ext):</b> 1-800-921-3172 <b>FAX (A/C, No):</b> 1-312-681-6769 <b>E-MAIL ADDRESS:</b> Rotary@lockton.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Westchester Fire Insurance Company</td> <td>10030</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Westchester Fire Insurance Company	10030	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
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INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> All Active US Rotary Clubs & Districts Attn: Risk Management Department 1560 Sherman Ave. Evanston, IL 60201-3698														

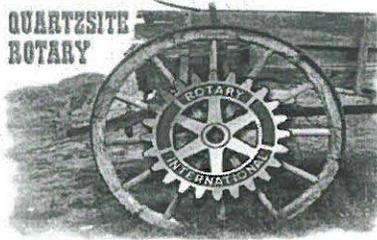
**COVERAGES** ROTIN01      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PMI G23861355 006	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PMI G23861355 006	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in IN) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
The Certificate Holder is included as Additional Insured where required by written and signed contract or permit subject to the terms and conditions of the General Liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

<b>CERTIFICATE HOLDER</b> Tyson Wells Sell-A-Rama, Attn: Kym Scott, President 121 West Kuehn, Quartzsite, AZ 85346  RE: Quartzsite Rotary Club #27195/District #5490 (AZ), for Quartzsite Rotary's CASI-sanctioned Chili Cook-Off at Tyson Wells Sell-A-Rama grounds on February 28, 2015 from 9 AM to 4 PM.	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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RECEIVED

DEC 19 2014

TOWN OF QUARTZSITE

# CHILI SHOOT OUT AT TYSON WELLS

**SATURDAY, FEBRUARY 28, 2015**

**ONE OF THE HOTTEST EVENTS OF THE YEAR! WHETHER YOU WANT TO COOK & COMPETE...OR JUST WANT TO EAT, YOU'RE BOUND TO HAVE A LOT OF FUN!**

## CASI/CASA SANCTIONED CHILI COOK-OFF

**10 PRIZE PLACES FOR RED CHILI (CASI RULES)  
2 TROPHIES FOR SHOWMANSHIP**

## PEOPLE'S CHOICE CASH PRIZES *(and Bragging Rights!)*

**1<sup>ST</sup> PLACE - CHILI - \$1,000  
2<sup>ND</sup> PLACE - CHILI - \$500  
3<sup>RD</sup> PLACE - CHILI - \$250**

**FOR MORE INFO, APPLICATIONS, RULES, ETC:**

**WWW.FACEBOOK.COM/QUARTZSITEROTARYCHILICOOKOFF  
OR: QUARTZSITE\_ROTARY@NETHERE.COM; 928-927-6111**

**COOKS: \$25 ENTRY FEE FOR ALL COOK-OFFS  
\$20 FOR PEOPLE'S CHOICE ONLY**

\$5.00  
per person  
for all day  
chili-  
tasting 11  
AM to 3:00  
PM



- "FASTEST GUN" CONTEST
- ACTING TROUPE:  
SHOWDOWNS
- RAFFLES
- HOOSEGOW
- VINTAGE PORTRAITS
- 50/50 CASH





## TOWN OF QUARTZSITE

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### REGULAR COUNCIL MEETING

Tuesday, December 23, 2014

- Agenda Item #4** Consider nomination and approval of one or more additional Alternate Elected Designee(s) for purposes of signing bank drafts and checks on behalf of the Town, per Resolution 13-08.
- Summary:** The Town's policy designates authority for signing bank drafts and checks on behalf of the Town. Authorized signers include one elected designee (member of the Common Council) and one staff designee.
- The elected designee (member of the Common Council) includes a primary elected designee and two alternate elected designees, both appointed by the Council. Elected designees are appointed for a period of two (2) years.
- As of this date, the approved Primary Designee is Carol Kelley, and the Alternate Elected Designee is Mark Orgeron with both terms expiring July 31, 2015.
- The Council will need to nominate and approve one additional Council Member to serve as the second, Alternate Elected Designee, with a term to expire December 31, 2016.
- Responsible Person:** Skylor Miller, Town Manager
- Attachment:** Resolution No. 13-08 – A Resolution of the Mayor and Common Council of the Town of Quartzsite, La Paz County, Arizona, adopting a policy and designating authority for signing bank drafts and checks on behalf of the Town.
- Action Requested:** **Motion to nominate and approve one or more additional Alternate Elected Designee(s) for purposes of signing bank drafts and checks on behalf of the Town, with a term to expire December 31, 2016.**



2013-04180

Page 1 of 3

Requested By: Quartzsite Town Of  
SHELLY D BAKER, RECORDER  
OFFICIAL RECORDS OF LA PAZ COUNTY, AZ  
10-07-2013 10:13 AM Recording Fee \$8.00

Recording requested by and when  
Recorded mail to:  
Town of Quartzsite  
P.O. Box 2812  
Quartzsite, AZ 85346  
Attn: Terry Frausto

RECEIVED

OCT 18 2013

TOWN OF QUARTZSITE

(This space reserved for recording information)

**CAPTION HEADING:** Resolution Number 13-08

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUARTZSITE, LA PAZ COUNTY, ARIZONA, ADOPTING A POLICY AND DESIGNATING AUTHORITY FOR SIGNING BANK DRAFTS AND CHECKS ON BEHALF OF THE TOWN.

**RESOLUTION NO. 13-08**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUARTZSITE, LA PAZ COUNTY, ARIZONA, ADOPTING A POLICY AND DESIGNATING AUTHORITY FOR SIGNING BANK DRAFTS AND CHECKS ON BEHALF OF THE TOWN**

**WHEREAS**, the Mayor and Council have previously adopted Resolution No. 90-10 setting forth a policy related to authority to sign bank drafts and checks on behalf of the Town; and

**WHEREAS**, the Mayor and Council wish to designate specific parties responsible for signing bank drafts and checks on behalf of the Town to ensure fiscal responsibility and accountability;

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the Town of Quartzsite, Arizona, that the following policy is hereby approved.

**Section I. In General.**

A. Every warrant, check or bank draft endorsed or issued on behalf of the Town shall be signed by two (2) persons specifically authorized by the Mayor and Council through adoption of this Resolution and appointment as set forth herein.

B. The authorized signers on warrants, checks bank drafts and endorsements shall be one Elected Designee and one Staff Designee.

1. A member of Town Council will be designated by a vote of the majority of Council and will be considered a Primary Elected Designee. The Primary Elected Designee will have signing authority for a period of two years, or until the designated Council member's term in office expires, whichever is first. Notwithstanding the foregoing, the Council may rescind signing authority at any time by a majority vote and approval of a different Council member to the position of Primary Elected Designee.

2. The Town Manager will be considered the Primary Staff Designee.

3. Three Alternates will have signing authority in the event that one of the Primary Designees is unavailable, including as a result of a conflict of interest or divided loyalty.

a. The two Alternate Elected Designees will be a member of the Town Council, appointed pursuant to a vote of the majority of Council. The term as Alternate Elected Designees will be for two years, or until the Council member's term in office expires, whichever is first. In the event the Primary Elected Designee is

unavailable to sign or endorse warrant(s), bank draft(s) or check(s), the Alternate Elected Designees shall have authority to sign such necessary bank drafts or checks on behalf of the Town.

b. The Alternate Staff Designee will be the Town Clerk/Treasurer. In the event the Primary Staff Designee is unavailable to sign or endorse warrant(s), bank draft(s) or check(s), the Alternate Staff Designee shall have authority to sign such necessary bank drafts or checks on behalf of the Town.

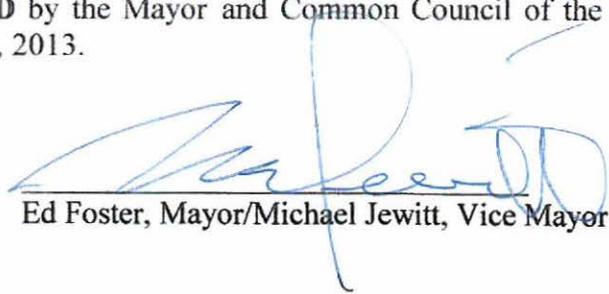
**Section II. Providing for Repeal of Conflicting Resolutions or Policies.**

Resolution N. 90-10 and all other resolutions and parts of resolutions in conflict with the provisions of this Resolution are hereby repealed. All policies in conflict with the provisions of this Resolution are hereby repealed and superseded by this Resolution.

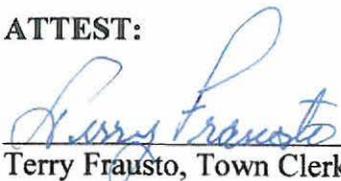
**Section III. Providing for Severability.**

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 23<sup>rd</sup> day of July, 2013.

  
Ed Foster, Mayor/Michael Jewitt, Vice Mayor

**ATTEST:**

  
Terry Frausto, Town Clerk

**APPROVED AS TO FORM:**

  
Curtis, Goodwin, Sullivan, Udall &  
Schwab, PLC  
Town Attorneys  
By: Kelly Y. Schwab / Patricia E. Ronan



## TOWN OF QUARTZSITE

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### **REGULAR COUNCIL MEETING**

Tuesday, December 23, 2014

**Agenda Item #5** Discussion and possible action to appoint an elected official to serve on the Western Arizona Council of Governments' La Paz County Advisory Council (LPCAC).

**Summary:** Western Arizona Council of Governments, WACOG, is asking for assistance in appointing a Town of Quartzsite elected official to serve on the local advisory council known as the La Paz County Advisory Council (LPCAC).

Monica Timberlake previously served in this capacity.

**Responsible Persons:** Skylor Miller, Town Manager

**Attachments:** None

**Action Requested:** Motion to appoint a Town Council Member to serve on the LPCAC.



## TOWN OF QUARTZSITE

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### **REGULAR COUNCIL MEETING**

Tuesday, December 23, 2014

**Agenda Item #6** Discussion and possible action to appoint an elected official to serve on the Western Arizona Council of Governments' Executive Committee.

**Summary:** Western Arizona Council of Governments, WACOG, is asking for assistance in appointing a Town of Quartzsite elected official to serve on their Executive Committee.

**Responsible Persons:** Skylor Miller, Town Manager

**Attachments:** None

**Action Requested:** Motion to appoint a Town Council Member to serve on the Western Arizona Council of Governments' Executive Committee..



## TOWN OF QUARTZSITE

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### **REGULAR COUNCIL MEETING**

Tuesday, December 23, 2014

**Agenda Item #7** Discussion and possible action to authorize the purchase of a vehicle lift for the Public Works Department.

**Summary:** An inspection of the vehicle lift at the Public Works Department was recently completed for insurance renewal.

The following deficiencies were noted: Lift was installed on control joint; wedge anchor on control joint (main/power side) will not torque and is pulling out of hole; equalizing cables are stretched and starting to separate; new equalizing cables are needed; slider blocks in lift carriages are very worn, lots of play in carriages, slider blocks need to be replaced; lift art restraints on rear swing arms are broken, swing arm restraints need to be replaced.

The current condition of the vehicle lift represents a true and present danger to those using it or near it.

**Responsible Person:** Skylor Miller, Town Manager  
Emmett Brinkerhoff, Public Works Director

**Attachment:**

- Proposal from the Doehrman Company, Inc.
- Two quotes from Garage Equipment Supply.
- Quotation/Sales Contract from Coastal Bend Lift Service, LLC
- Lift Inspection Report (2-Post Above Ground) performed by Coastal Bend Lift Service, LLC on 10-17-2014.

**Action Requested:** Motion to authorize the purchase of a vehicle lift for the Public Works Department.

# DOEHRMAN COMPANY, INC.

SUPPLIERS OF AUTOMOTIVE SERVICE EQUIPMENT

1432 E. VAN BUREN ST. PHOENIX, AZ 85006

PHONE (602) 252-2964 FAX (602) 258-1665

**PROPOSAL:1106142**

TO: Quartzsite DPW  
580 East Quail-P.O. Box 2812  
Quartzsite AZ 85346

DATE:11/14/14  
TERMS: Net 15

PHONE:928-927-4561  
FAX:928-927-4857

ATTN:Tracey Hess

We are pleased to submit our proposal on the following:

Rotary SM 14L 4 post above ground hoist, 14000 lb capacity, 182" max wheelbase	\$ 4880.00*
Rotary RJ 7000Y rolling jacks, 7000 lb capacity with 1.5" and 3" adapter blocks @ \$2416.00 each	4832.00
Rotary FC5760-14 airline kit	287.00
Rotary FC 5967 rolling drain pan low profile	595.00
Rotary SB 100017 extended height adapter sets, (2) @t \$92 each	184.00
Freight	600.00
Install including rental of fork lift and high rise, removal of current hoist,...excluding electrical	2000.00**
Total	\$13378.00

\* 206" wheelbase is \$305 more

\*\* If forklift and high rise are available for use on site, deduct \$400 from install.

For installation estimates:

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposal. All material guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby  
accepted

Doehrman Company, Inc.  
License No 072049 B1-116045 (AZ)  
A589300 (CA) 29472 (NV)

Date: \_\_\_\_\_

Accepted by: \_\_\_\_\_

\_\_\_\_\_  
Bill Mc Grath – Ext 127

**PROPOSAL VALID THROUGH DEC152015**

# Quote



646 Flinn Ave. Suite A  
Moorpark, CA 93021  
Ph: 800-261-7729

**Sold To:**  
Town of Quartzsite  
580 E Quail Trail  
Quartzsite, AZ 85346

**Confirm To:**  
Tracey Hess

**Order Number:** 0115309  
**Order Date:** 10/30/2014  
**Customer Number:** 20-0042507

**Salesperson:** Ryan Borst  
**Phone:** 800-261-7729 x110  
**Email:** rborst@gesusa.com

**Ship To:**  
Town of Quartzsite  
580 E Quail Trail  
Quartzsite, AZ 85346  
**Contact:**  
Tracey Hess  
(928)927-4561

<b>Customer P.O.</b>	<b>Ship VIA</b> BESTWAY	<b>F.O.B.</b>	<b>Terms</b> NO TERMS
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Item Number	Ordered	Shipped	Back Order	Price	Amount
119891 Bendpak HD-14T	1.00	0.00	0.00	4,955.00	4,955.00
119435 Bendpak RJ-7	2.00	0.00	0.00	1,235.00	2,470.00
119416 Bendpak DP-30	1.00	0.00	0.00	330.00	330.00
1380201 Dannmar Short 3" Lift Pad Exte	2.00	0.00	0.00	27.50	55.00
191003 Outside Installation	1.00	0.00	0.00	1,300.00	1,300.00

Installer to take delivery and install with fluid for \$1300.00  
Customer notified of benefits, limitations and dimensions of this lift prior to purchase.

**Changes to Bendpak/Ranger Orders:** There will be a fee charged for every change to an order in process, up to a maximum charge of \$75.00, non-refundable. This will include, but is not limited to, changes such as modifications to address, phone number, product change, quantities, or other changes affecting the process and/or shipping of this order. The non-refundable fee will be added once the change has been completed successfully. No charge will be applied if the change cannot be completed.

**Cancellations to Bendpak/Ranger Orders:** There will be a fee charged for any cancelled orders, up to a maximum of \$125.00, for any order that has not shipped. If the order has shipped, a 20% restocking fee will be charged, in addition to all applicable outbound and inbound shipping charges incurred. Orders refused at delivery will be accessed all of the applicable return fees.

**Net Order:** 9,110.00  
**Less Discount:** 0.00  
**Freight:** 0.00  
**Sales Tax:** 0.00  
**Order Total:** 9,110.00

# Quote



646 Flinn Ave. Suite A  
Moorpark, CA 93021  
Ph: 800-261-7729

**Sold To:**  
Town of Quartzsite  
580 E Quail Trail  
Quartzsite, AZ 85346

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**Email:** rborst@gesusa.com

**Ship To:**  
Town of Quartzsite  
580 E Quail Trail  
Quartzsite, AZ 85346  
**Contact:**  
Tracey Hess  
(928)927-4561

Customer P.O.	Ship VIA	F.O.B.	Terms			
	BESTWAY					
Item Number	Ordered	Shipped	Back Order	Price	Amount	
119870 Bendpak HDS-14X	1.00	0.00	0.00	4,590.00	4,590.00	
119435 Bendpak RJ-7	2.00	0.00	0.00	1,235.00	2,470.00	
119416 Bendpak DP-30	1.00	0.00	0.00	330.00	330.00	
1380201 Dannmar Short 3" Lift Pad Exte	4.00	0.00	0.00	27.50	110.00	

Installer to take delivery and install with fluid for \$1300.00  
Customer notified of benefits, limitations and dimensions of this lift prior to purchase.

**Changes to Bendpak/Ranger Orders:** There will be a fee charged for every change to an order in process, up to a maximum charge of \$75.00, non-refundable. This will include, but is not limited to, changes such as modifications to address, phone number, product change, quantities, or other changes affecting the process and/or shipping of this order. The non-refundable fee will be added once the change has been completed successfully. No charge will be applied if the change cannot be completed.

**Cancellations to Bendpak/Ranger Orders:** There will be a fee charged for any cancelled orders, up to a maximum of \$125.00, for any order that has not shipped. If the order has shipped, a 20% restocking fee will be charged, in addition to all applicable outbound and inbound shipping charges incurred. Orders refused at delivery will be accessed all of the applicable return fees.

Net Order: 7,500.00  
Less Discount: 0.00  
Freight: 0.00  
Sales Tax: 0.00  
**Order Total:** 7,500.00

# Coastal Bend Lift Service LLC

PO Box 71

Topock, AZ 86436

Phone: (928) 660-1385 email: coastalbendliftservice@live.com

## QUOTATION / SALES CONTRACT

**TO:** Town of Quartzsite  
580 E. Quail Trail  
Quartzsite AZ 85364

**DATE:** 10/21/2014  
**TERMS:** Net 10 days  
**F.O.B.:** Destination  
**VALID FOR:** 90 Days

**ATTN:** Emmett Brinkeroff

**PHONE:** 928-927-4561  
**FAX:** 928-927-4857

**We are pleased to quote you as follows:**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
	Forward DP09A 2-post lift repair quote				
<b>1</b>	Remove stretched and fraying equalizing cables and install new equalizing cables. Adjust cable tension and test lift.				
	Parts: Equalizing cable kit P/N 994228	1	Ea.	\$137.00	\$137.00
	Labor:	2	Hrs.	\$75.00	\$150.00
<b>2</b>	Remove damaged/broken swing arm restraints and install new swing arm restraints.				
	Parts: Original parts are no longer available, new replacement updated kit. (replaces all 4 arm restraints.) P/N 158K01	1	<b>Kit</b>	\$379.00	\$379.00
	Labor:	2	Hrs.	\$75.00	\$150.00
<b>3</b>	Remove worn carriage slider guide blocks and install new slider guide blocks. lube and test operation.				
	Parts: Slider guide blocks P/N 995120 (requires 8 per carriage)	16	Ea.	\$20.00	\$320.00
	Labor: This is a very labor intensive repair that requires the carriages be removed for replacement of slider blocks.	16	Hrs.	\$75.00	\$1,200.00
<b>4</b>	Noted on inspection form lift columns placed on control joint/saw cut with 2 wedge anchors drilled into control joint. Wedge anchors will not torque (spinning in hole). Factory recommends relocating lift to recommended distance from control joint or possibly removing existing wedge anchors placed in control joint and installing epoxy anchors. (Hilti 2 part epoxy for concrete floor anchors.)				
	<b>Option 1.</b> Lift relocation price includes new wedge anchors and shims for leveling.				\$375.00
	<b>Option 2.</b> Install epoxy anchors (only anchors that are located on control joint. (qt.) 2 Parts and labor.				\$150.00
<b>5</b>	Travel / trip charge				\$200.00
	<b>Plus freight on parts and all applicable taxes.</b>			<b>TOTAL</b>	

**COMMENTS:** Allow 7 to 10 days UPS ground for parts, next day/second air available on parts from factory.

**Coastal Bend Lift Service LLC**

928-660-1385

**AUTHORIZATION**

**Submitted By:** Coastal Bend Lift Service LLC

**Signature:** *Anthony Ballard*

**Title:**

**Date:** 10/21/2014

**Accepted By:**

**Signature:**

**Title:**

**Date:**

Any alteration or deviation from the above specifics will become an extra charge over and above the estimate. Prices quoted do not include any state or local taxes and such taxes (if any) shall be paid by the purchaser in addition to the quoted price. Delivery quoted is based on the date of this quotation and subject to any delay encountered in receiving a firm order and to other factors beyond our control. Warranty on above listed material, including new equipment, parts and supplies, is limited to that as provided by the manufactures, copies of which are available upon request. It is understood that the seller shall not be held responsible for any accident or damage resulting directly or indirectly from the above material and/or equipment. In the event of non-payment of all or part of the amount due to Coast Bend Lift Service LLC, Coastal Bend Lift Service LLC shall be entitled to payment of its attorneys fees and costs incurred in the collection process, together with interest at the rate of 18% per annum from and after the payment due date. It is expressly agreed that any property furnished by Coastal Bend Lift Service LLC, shall be and remains personal property, and the ownership and title to same is hereby retained by Coastal Bend Lift Service LLC, and shall not pass to the purchaser, until total charges for labor, services, materials and w equipment have been paid. Fax signatures shall operate the same as original documents. These terms are applicable to all initial and subsequent work. It is understood that there are no verbal agreements or understandings, which in any manner conflict with the written terms of this quotation.

# Coastal Bend Lift Service LLC

PO Box 71

Topock, AZ 86436

Phone: (928) 660-1385 email: coastalbendliftservice@live.com

## QUOTATION / SALES CONTRACT

TO: Town of Quartzsite  
580 E. Quail Trail  
Quartzsite AZ 85364

DATE: 10/29/2014  
TERMS: Net 10 days  
F.O.B.: Destination  
VALID FOR: 90 Days

ATTN: Emmett Brinkeroff

PHONE: 928-927-4561  
FAX: 928-927-4857

We are pleased to quote you as follows:

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
	Rotary SM14L 4 post lift with accessories quote				
1	Price includes New Rotary SM14L 4 post lift with efficiency package (includes Qt.(2) 7K rolling jacks and built in air system ) oil drain pan and 2 sets of extended height adaptors. Total price including freight and install.				\$13,175.00
	Plus all applicable taxes.			TOTAL	\$13,175.00

COMMENTS: Choice of colors for lift Rotary Red or Rotary blue. Allow 3 to 4 weeks for production time of lift and accessories.

Coastal Bend Lift Service LLC

928-660-1385

AUTHORIZATION

**Submitted By:** Coastal Bend Lift Service LLC

**Signature:** *Anthony Ballard*

**Title:**

**Date:** 10/29/2014

**Accepted By:**

**Signature:**

**Title:**

**Date:**

Any alteration or deviation from the above specifics will become an extra charge over and above the estimate. Prices quoted do not include any state or local taxes and such taxes (if any) shall be paid by the purchaser in addition to the quoted price. Delivery quoted is based on the date of this quotation and subject to any delay encountered in receiving a firm order and to other factors beyond our control. Warranty on above listed material, including new equipment, parts and supplies, is limited to that as provided by the manufactures, copies of which are available upon request. It is understood that the seller shall not be held responsible for any accident or damage resulting directly or indirectly from the above material and/or equipment. In the event of non-payment of all or part of the amount due to Coast Bend Lift Service LLC, Coastal Bend Lift Service LLC shall be entitled to payment of its attorneys fees and costs incurred in the collection process, together with interest at the rate of 18% per annum from and after the payment due date. It is expressly agreed that any property furnished by Coastal Bend Lift Service LLC, shall be and remains personal property, and the ownership and title to same is hereby retained by Coastal Bend Lift Service LLC, and shall not pass to the purchaser, until total charges for labor, services, materials and w equipment have been paid. Fax signatures shall operate the same as original documents. These terms are applicable to all initial and subsequent work. It is understood that there are no verbal agreements or understandings, which in any manner conflict with the written terms of this quotation.

# Coastal Bend Lift Service LLC

PO BOX 71      Topock, AZ 86436  
 (928-660-1385)    [coastalbendliftservice@live.com](mailto:coastalbendliftservice@live.com)

## LIFT INSPECTION REPORT (2-POST ABOVE GROUND)

**CUSTOMER:** Town of Quartzsite  
 580 E. Quail Trail  
 Quartzsite, AZ 85346  
**CONTACT:** Emmett Brinkerhoff  
**PHONE:** 928-927-4561

**LIFT MAKE/MDL.:** Forward DP09A  
**LIFT S/N:** 106-KD-2209  
**CAPACITY:** 9K  
**BAY#:**

INSPECTION CHECK LIST	P a s s	Attn. Needed	F a i l	N / A
<b>OPERATION:</b>				
1. Check for operator training logs.	X			
2. Check for accessibility of owners / operators manuals.	X			
3. Check maintenance logs.	X			
<b>SAFETY SYSTEMS -</b>				
1. CARRIAGE LOCKS (Check Alignment, Condition, Secured Properly)	X			
2. SWING ARM RESTRAINTS (Check Condition, Movement, Secured Properly)			X	
3. LIFTING PADS (Check For Wear OR Damage)		X		
4. INTERNAL CYLINDER LOCKS (Cylinders Do Not Leak Down)				X
5. OPERATIONAL/WARNING LABELS (In Place and Legible)	X			
<b>HYDRAULIC SYSTEM -</b>				
1. PUMP/MOTOR UNIT (Check For Unusual Noise)	X			
2. RESERVOIR (Proper Fluid Level, No Leaks)	X			
3. MANIFOLD (Check For Unusual Noise, Leaks)	X			
4. HOSES (Check For Wear / Stress/ Cuts)	X			
5. LINES (Check For Bent OR Crimped Lines)	X			
6. FITTINGS (Check For Leaks OR Damage)	X			
7. CYLINDERS (Check For Leaks OR Damage, Alignment)	X			
8. DIVERTER VALVE (Verify Operation, Check For Leaks)				X
9. BLEEDER VALVE (Verify Operation, Check For Leaks)				X
<b>ELECTRICAL SYSTEM -</b>				
1. WIRING (Check For Loose OR Damaged Wires)	X			
2. PLUG/RECEPTACLE (Check For Damage)	X			
3. DISCONNECTS (In Place And Operational)	X			

4. STARTER SWITCH (Check For Damage)	X			
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INSPECTION CHECK LIST - PAGE 2 (2-POST INGROUND)	P a s s	Attn. needed	F a i l	N / A
<b>STRUCTURAL -</b>				
1. COLUMNS (Check Welds, Look For Stress OR Damage)	X			
2. ANCHOR PLATES (Check Welds, Look For Stress OR Damage)	X			
3. ANCHOR BOLTS (Check For Damage, Proper Torque)			X	
4. SHIMS (In Place and Tight)	X			
5. LIFT CARRIAGES (Check Welds, Look For Stress OR Damage)	X			
6. CARRIAGE BEARINGS / SLIDER BLOCKS (Check For Wear OR Damage, Alignment)			X	
7. LIFT ARMS / EXTENSIONS (Check Welds, Look For Stress OR Damage)	X			
8. ARM PINS (In Place, Tight)	X			
9. LEAF CHAIN (Check For Damage, Proper Tension)				X
10. CABLES (Check For Damage, Proper Tension, Connections)			X	
11. PULLEYS/SHEAVES (Check For Damage/Wear/Alignment)	X			
12. CONCRETE (Check For Fracturing At Anchor Points)	X			
<b>OPERATION -</b>				
1. COLUMN ALIGNMENT (Check For Plumb and Level)	X			
2. CARRIAGE ALIGNMENT (Move Together and Remain Level)	X			
3. RATE AND LENGTH OF RISE PER SPECIFICATION	X			

**DEFICIENCIES NOTED: Lift was installed on control joint, wedge anchor on control joint (main/power side) will not torque and is pulling out of hole.**

**Equalizing cables are stretched and starting to separate. Needs new equalizing cables.**

**Slider blocks in lift carriages are very worn, lots of play in carriages. Needs slider blocks replaced.**

**Lift arm restraints on rear swing arms broken. Swing arm restraints need replaced.**

**INSPECTED BY: Tony Ballard**

**DATE: 10/17/2014**

**CUSTOMER SIGNATURE:**

**Please Note:** This inspection is not intended as a guarantee against failure or malfunction. Its purpose is to verify that the lift has been maintained in a reasonable and safe manner and that the supporting documents, supplied by the manufacturer, are accessible to the operator to assist in the operation of the lift and to call attention to repairs that may be needed to correct existing or potential malfunction where such can be determined by visual and ordinary examination methods. No liability for the use, operation, management or control of this lift is assumed by the inspector or the inspector's company.



## TOWN OF QUARTZSITE

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### REGULAR COUNCIL MEETING

Tuesday, December 23, 2014

**Agenda Item #8** Discussion and possible action to repeal Resolution No. 14-10 and adopt a resolution to approve a Franchise Agreement with Arizona Public Service and call a Special Election for March 10, 2015.

**Summary:** At its meeting of August 12, 2014, the Town Council approved a franchise agreement with Arizona Public Service and directed that the question of approval of the franchise be placed on the November 4, 2014 ballot. Unfortunately, through an error by the County Elections Department, the item was not placed on the November 4, 2014 ballot.

APS and the County Elections Department are working together and have agreed that the franchise election will be held at a special election to be held on March 10, 2015. The Town will not incur any costs for this election. Council approved an amended franchise agreement on December 9, 2014.

APS has requested a second amendment be approved at the December 23, 2014 Council Meeting. The existing franchise agreement with Arizona Public Service will expire in 2015. The Arizona Constitution requires that utility franchises be approved by the voters.

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 a maximum of two percent of the APS revenue from customers within the Town limits, which can be adjusted by formal action of Council.

**Responsible Person:** Skylor Miller, Town Manager

**Attachments:** Resolution No. 14-11 and Franchise Agreement between Arizona Public Service Company and Quartzsite, Arizona

**Action Requested:** **Motion to repeal Resolution No. 14-10 and adopt Resolution No. 14-11 to approve a Franchise Agreement with Arizona Public Service and call a Special Election for March 10, 2015.**

## RESOLUTION NO. 14-11

### **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF QUARTZSITE, ARIZONA, DECLARING THAT THE TOWN COUNCIL DEEMS THE GRANTING OF A CERTAIN FRANCHISE BENEFICIAL FOR THE TOWN OF QUARTZSITE; ORDERING AN ELECTION TO BE HELD ON MARCH 10, 2015 FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE TOWN OF QUARTZSITE THE QUESTION AS TO WHETHER OR NOT A FRANCHISE SHALL BE GRANTED TO ARIZONA PUBLIC SERVICE COMPANY**

WHEREAS, Arizona Public Service Company is desirous of obtaining a franchise with the Town of Quartzsite in the form attached hereto as Exhibit A; and,

WHEREAS, the Town of Quartzsite has determined that the granting of the proposed franchise for Arizona Public Service Company is beneficial to the Town; and,

WHEREAS, the Town of Quartzsite, at the request of Arizona Public Service Company, desires to conduct an election for the purpose of submitting to the qualified electors of the Town of Quartzsite the question of whether the proposed franchise shall be granted.

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

SECTION 1. That the Town Council of the Town of Quartzsite determines that the granting of the franchise proposed by Arizona Public Service Company in the form attached hereto as Exhibit A is beneficial to the Town of Quartzsite and the Town residents.

SECTION 2. That an election is hereby called and ordered to be held in the Town of Quartzsite on March 10, 2015 for the purpose of submitting to the qualified electors of the Town of Quartzsite the question as to whether the franchise under the terms and conditions of the above referenced agreement shall be granted to Arizona Public Service Company.

SECTION 3. That this franchise election be held pursuant to the provisions of the Arizona Constitution and laws of the State of Arizona and Town Code of the Town of Quartzsite.

SECTION 4. That the ballots used at said election shall be substantially in the following form:

*SHALL THE PROPOSED FRANCHISE FOR A PERIOD OF UP TO TWENTY-FIVE (25) YEARS BE GRANTED TO ARIZONA PUBLIC SERVICE COMPANY FOR THE USE OF TOWN RIGHTS-OF-WAY FOR ELECTRIC UTILITY PURPOSES?*

SECTION 5. That the Town Clerk and Town Manager are hereby authorized and directed to publish the proposed franchise and take such other actions required by law to conduct the election.

SECTION 6. That this Resolution supersedes Resolution No. 14-10 adopted on December 9, 2014.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Quartzsite, Arizona this 23<sup>rd</sup> day of December, 2014.

---

Ed Foster, Mayor

**ATTEST:**

---

Tina Abriani, Town Clerk

**APPROVED AS TO FORM:**

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Curtis, Goodwin, Sullivan, Udall &  
Schwab, PLC  
Town Attorneys  
By: Susan D. Goodwin

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;
5. Collection and disposal of garbage and recyclables; and
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.

At any time during the term of this this franchise, the Town Council may adopt a resolution changing the franchise fee to a sum between two percent (2%) and zero percent (0%.) Upon adoption of the aforementioned resolution, Town must submit the notice of resolution in writing to the Grantee at:

Arizona Public Service Company  
Office of the Corporate Secretary  
400 North 5<sup>th</sup> Street, M.S. 8602  
Phoenix, Arizona 85004

Grantee will have 30 days, after receiving said written notice from Town, to implement the change to the franchise fee percentage. Grantee will not be required to retroactively collect, pay, or refund franchise fees due to improper notice, or any delay in providing notice to Grantee by Town.

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 March 20, 2015, 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 March 20, 2015; 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: APS 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 election on March 10, 2015.

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 the Town of Quartzsite

On behalf of Arizona Public Service  
Company

Date: \_\_\_\_\_

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

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### REGULAR COUNCIL MEETING

Tuesday, December 23, 2014

- Agenda Item #9** Discussion and possible action to have an all 'Vote by Mail Election' for the Special Election to be held on March 10, 2015.
- Summary:** The La Paz County Elections Director, Kevin Scholl, has requested that the Quartzsite Town Council consider having an all 'Vote by Mail Election' for the March 10, 2015 Franchise Election.
- Responsible Persons:** Tina Abriani, Town Clerk
- Attachments:** Letter from Kevin Scholl received via email.
- Action Requested:** Motion to approve an all 'Vote by Mail Election' for the Special Election to be held on March 10, 2015.

From: Kevin Scholl [mailto:kscholl@co.la-paz.az.us]  
Sent: Monday, December 08, 2014 12:28 PM  
To: 'Tina M. Abriani'  
Subject: March 10, TOQ Election - Resolution NO. 14-08

Good afternoon Tina,

On the upcoming Franchise Election for the Town of Quartzsite would the Town Council consider having an all "Vote by Mail Election"?

- 46.3% of the electors are already on the Early Voter List, they'll get ballots in the mail in any case.
- There is only one question on the ballot.
- Electors can vote early at the Recorder's office in Parker.
- We would set up at least one day for Early Satellite Voting at the Quartzsite Town Hall (as we have done in every Election).
- We would not need to set up the polling place, train Poll Workers, etc.
- No Provisional Ballots be generated.
- The Parker Counting Center would only need to convene one time.
- Election results will be sooner than with Poll Location Elections.

I believe APS would be fine with an all Mail Election but this would have to be approved by the Quartzsite Town Council. Please let know how you would like me to proceed. Thanks

Kevin Scholl  
La Paz County  
Elections Director  
928/669-6149

**REGIONAL ECONOMIC DEVELOPMENT PROGRAM SERVICES AGREEMENT  
BETWEEN  
THE LA PAZ ECONOMIC DEVELOPMENT CORPORATION  
AND THE TOWN OF QUARTZSITE**

THIS REGIONAL ECONOMIC DEVELOPMENT PROGRAM SERVICES AGREEMENT (this "Agreement") is entered into \_\_\_\_\_, 2015, by and between the TOWN OF QUARTZSITE, a municipal corporation of the State of Arizona (the "Town"), and the LA PAZ ECONOMIC DEVELOPMENT CORPORATION, an Arizona nonprofit corporation ("LPEDC"), for LPEDC to provide regional economic development cooperation and coordination services for the development of the Town's economic base.

NOW, THEREFORE, the parties hereto, in consideration of the above recitals and the following mutual covenants and stipulations, agree as follows:

**I) LPEDC RESPONSIBILITIES:**

**A) LPEDC Goals.**

- 1) Promote and strengthen regional economic development cooperation and coordination;
- 2) Support a strong business climate and promote the image of the Quartzsite area;
- 3) Qualify and assist companies to locate in the Quartzsite area;
- 4) Build a strong and effective regional economic development organization;
- 5) Increase, and maintain such increases, in private sector financing, support and participation;
- 6) Identify and develop through substantial effort qualified prospects for location in La Paz County;
- 7) When appropriate, coordinate with other resources and entities to promote development and new business (including Town's lobbyists or other designated representatives and their successors); and
- 8) Create jobs for Town residents and targeted economic persons or groups within Quartzsite.

**B) Implementation.**

- 1) **Budget and Action Plan.** LPEDC shall use its best efforts to expend funds and implement the Budget and Action Plan, as adopted by LPEDC'S Board of Directors. The Town shall be informed of material changes in the adopted Budget and Action Plan, which will materially affect or alter the priorities established in each, through its representatives on the LPEDC Board.

- 2) **Marketing Plan.** LPEDC shall develop and implement an updated marketing plan (the "Marketing Plan"). Notwithstanding the foregoing, the Town acknowledges and agrees that LPEDC may, in its reasonable judgment, substitute, change, reschedule, cancel or defer certain events or activities described in the Marketing Plan as required by a result of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond LPEDC'S reasonable control. However, no material substitutions or changes shall be made in the Marketing Plan without the approval of the Executive Committee of LPEDC. LPEDC shall from time to time solicit the input of Town representatives on the formulation of future marketing strategies and advertisements.
- 3) **Regional Economic Development Cooperation and Coordination.** In order to promote and strengthen regional economic development cooperation and coordination in La Paz County, LPEDC shall:
  - (a) Coordinate a Town and La Paz County outreach program to private, public, regional and local decision makers;
  - (b) Participate with national, state and regional economic development organizations involved in national and statewide economic development, and coordinate the La Paz County component thereof; and
  - (c) Coordinate and implement the Town's and La Paz County's participation in state and international economic development initiatives.
- 4) **Qualification of and assistance to companies considering locating in the Quartzsite area.** In order to qualify and assist new companies LPEDC shall:
  - (a) Use its best efforts to continue to identify and through substantial efforts develop prospects, for location in La Paz County, in targeted economic clusters;
  - (b) Continue to provide all qualified prospects with coordinated professional services;
  - (c) Update and maintain the database of available properties; and
  - (d) Provide the Town's Board representatives monthly activity reports.
- 5) **Development of a Strong, Effective Regional Development Organization.** In order to promote the development of a strong and effective regional economic development organization, LPEDC shall:
  - (a) Use its best efforts to secure public and private sector funding to achieve its goals successfully;

- (b) Operate LPEDC in accordance with LPEDC's articles of incorporation and bylaws, and all amendments thereto;
  - (c) Uphold and support policies of the Town with each client of LPEDC and exploring economic development solutions that will uphold the goals of Town policies.
- 6) Development and Maintenance of Strong Private Sector Support and Participation. In order to achieve the goals set forth in the marketing of the region, LPEDC shall continue to secure private sector contributions.
- C) Hire and/or retain, at its discretion, a President/CEO and necessary staff to carry out the tasks described herein.
- D) Continue the program of identifying, contacting and attracting capital investors and other outreach services for business, commercial, and industrial development within the Town of Quartzsite and metropolitan area. This program is to be accomplished through:
  - (1) visitations and presentations to business persons and manufacturers who have indicated an interest in locating in Quartzsite, and
  - (2) providing assistance to all prospects, including local investors and developers, in satisfying the need for information to facilitate the potential expansion and/or location of businesses, commercial and industrial facilities or projects in the Town of Quartzsite and metropolitan area.
- E) Continue and expand the system of collecting demographic statistics and economic indicators needed by manufacturers, distributors, retailers and developers in deliberations regarding the Town of Quartzsite and metropolitan area as a potential site for business, commercial and industrial development.
- F) Continue printing, publication and distribution of documented demographics and other information concerning the Town, the Quartzsite metropolitan area and La Paz County as a resource document and sales tool to attract manufacturers, distributors, retailers and developers.
- G) Expend its resources to recruit for relocation and expansion businesses, which will meet or exceed environmental rules and regulations of local, state, regional, and national governments. LPEDC shall consider any actual or potential environmental impact or threat the business may have to the community. LPEDC shall consult with the Town Manager or designee regarding the hazardous material environmental impacts of prospective businesses. LPEDC will coordinate information for potential businesses of the Town code and ordinance requirements for a hazardous material impact review.
- H) Cooperate with the Quartzsite area in efforts and activities to expand economic opportunities within the region.

- I) Maintain accurate records of Town monies received and disbursed. LPEDC shall maintain an accounting system which complies with generally accepted accounting principles and with the AICPA Audit Guide for Non-Profit Corporations and which accounts for all funds provided by the Town pursuant to this Agreement.
- J) Annually provide the Town with names and addresses of officers or directors, bylaws, and articles of incorporation and amendments thereto of LPEDC. In the event of any change of officer and/or director, bylaws or articles of incorporation, LPEDC shall also provide notice of said change within 30 days thereafter. All documentation required hereinafter shall be reviewed by LPEDC'S Board of Directors prior to submission and shall be filed with the Town Manager within thirty (30) days after the end of the period stated. The required reports and records are set forth as follows:
  - 1) Monthly financial statement as presented to the Board of Directors.
  - 2) A quarterly program status report regarding monies received. This report shall contain analytical memoranda which:
    - (a) Describes results of activities and expected achievements;
    - (b) Describes program effectiveness.
- K) LPEDC shall provide a brief monthly status report to the Town representatives at its monthly Board meeting.
- L) In order to assess the impact of the efforts of LPEDC, the Town shall evaluate LPEDC'S performance relative to the performance criteria set forth herein. Any additional information desired by the Town which is relevant and necessary to the Town's evaluation shall be made available by LPEDC.
- M) The Town Manager or his/her designee shall receive notice of and may attend all meetings of the Board of Directors.
- N) LPEDC shall make reports at meetings of the Town Council no less than quarterly on the progress of its work program.

II) TOWN RESPONSIBILITIES:

- A) The Town shall pay LPEDC for the fiscal year, unless terminated as provided herein, that amount which is stated herein. Such sum is to be disbursed on a prorated semiannual basis.
- B) The method of payment shall be as follows:
  - 1) LPEDC shall submit a request for payment semiannually to the Town's Director of Finance, pursuant to acceptance of its annual budget by LPEDC's Board of Directors.

- 2) Upon approval of the request for payment by the Town, the Town's Director of Finance shall make payments within 15 days to LPEDC, except as provided in subsection II(C) below.
- C) The Town may withhold payment, in whole or in part, as may be necessary to protect it from loss on account of:
- 1) LPEDC'S failure to render acceptable services as stated in the performance criteria of Section I. The Town Manager, or designee, shall investigate and monitor the quality of LPEDC'S services in order to determine whether such services are acceptable. Upon determination by the Town Manager that acceptable services are not being rendered, the Town Manager shall notify LPEDC of the specific deficiencies in performance and provide a reasonable time for the LPEDC to rectify said deficiencies. In no event shall such time to rectify exceed 90 days. Whether or not LPEDC'S services are acceptable will be the Town's exclusive decision.
  - 2) LPEDC'S failure to supply information, records or reports as required.
  - 3) LPEDC'S failure to comply with documentation requirements or accounting procedures.
  - 4) LPEDC'S failure to allocate money received from the Town for the purposes described herein.
  - 5) In addition to all other remedies at law or equity, the Town may offset from any money due to LPEDC any amounts LPEDC owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

III) FINANCIAL SUPPORT AND TERM OF AGREEMENT:

- A) The term of this Agreement shall be for one year commencing on January 1, 2015, and ending on December 31, 2015.
- B) The Town agrees to pay LPEDC as follows:
  - 1) The amount of \$7,500.00 for services to be provided by LPEDC pursuant to this Agreement during calendar year 2015.
- C) Funding of this Agreement shall be subject to the annual appropriation of funds for this activity by the Town Council pursuant to the required budget process of the Town.
- D) Nothing herein shall preclude the Town from contracting with other parties for the performance of any of the services to be provided by LPEDC pursuant to this Agreement.

- E) Nothing herein shall preclude the Town from contracting separately with LPEDC for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the Town and LPEDC.

IV) TERMINATION:

- A) This Agreement may be terminated by the Town before the end of the term set forth herein if any of the following occur:
  - 1) With cause, by providing 90 days' notice to LPEDC. Prior to such termination, the Town shall notify LPEDC of the specific grounds for termination and provide a reasonable time for remedial action by LPEDC. In no event shall such time to remedy exceed 90 days.
  - 2) By mutual written consent of both parties hereto.
  - 3) For breach or default by LPEDC of any of its obligations set forth herein.
- B) Notwithstanding any of the foregoing, in the event of circumstances which render LPEDC incapable of providing the services required to be performed hereunder, including, but not limited to, insolvency or an award of monetary damages against LPEDC in excess of its available insurance coverage and assets, the Town may immediately and without further notice terminate this Agreement.

V) INDEMNIFICATION:

- A) To the fullest extent permitted by law, LPEDC shall indemnify and hold harmless the Town, any and all of its Council members, officers, agents and employees for, from and against any and all claims, damages, losses and expenses, any act or omission, whether authorized by LPEDC or not, including theft by LPEDC or any of its officers, agents, employees, guests, patrons, invitees or trespassers, including but not limited to attorney's fees, arising out of or resulting from this Agreement, caused in whole or in part by any negligent act or omission of LPEDC, anyone directly or indirectly employed by LPEDC for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

VI) INSURANCE:

- A) LPEDC shall, at its own expense, secure and maintain during the term of this Agreement commercial general liability insurance including bodily injury, property damage, contractual, personal injury, and products/completed operations. Liability limits shall be no less than \$1,000,000 per occurrence combined single limit and shall be primary to any other coverage available to the Town. The Town shall be named as an additional insured, and certificates of insurance for the requirements herein shall be delivered to the Town prior to the commencement of this Agreement. If the policy or policies shall be canceled by the insurance company or LPEDC during the term of this Agreement, LPEDC and insurance

company shall provide thirty (30) days written notice prior to the effective date of such cancellation or termination to the Town.

VII) GENERAL CONDITIONS:

- A) Nondiscrimination. LPEDC shall not discriminate against any person on the basis of race, religion, color, age, sex, disability, or national origin in the performance of this Agreement, and shall comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964), and with the Americans with Disability Act of 1990. In addition, LPEDC shall include similar requirements of subcontractors in any contracts entered into for performance of LPEDC'S obligations under this Agreement.
- B) Financial Review.
  - 1) LPEDC shall make its financial records, including any audit performed by LPEDC or a third party, available for inspection by the Town, or its designee, upon reasonable notice during normal business hours of the Town.
  - 2) If the Town desires a financial audit by an accountant of LPEDC'S financial records to verify use of the funds of the organization according to the terms and conditions of this Agreement, LPEDC shall cooperate fully in the performance of such audit. LPEDC shall not be responsible for the cost of such an audit if requested by the Town unless such audit shows that funds provided by the Town were not used in accordance with the terms and conditions of this Agreement, and in such event LPEDC shall pay the cost of such audit.
- C) Compliance with Law. LPEDC understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989 and the Americans with Disabilities Act, and agrees to comply therewith in performing under any resultant agreement and to permit Town inspection of its records to verify such compliance.
  - 1) LPEDC warrants to the Town that, to the extent applicable under A.R.S. § 41-4401, LPEDC is in compliance with all Federal Immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. § 23-214(A). LPEDC acknowledges that a breach of this warranty by LPEDC or any subconsultants providing services under this Agreement is a material breach of this Agreement subject to penalties up to and including termination of this Agreement or any applicable subcontract. Town retains the legal right to inspect the papers of any employee of LPEDC or any subconsultant who works on this Agreement to ensure compliance with this warranty.
  - 2) Town may conduct random verification of the employment records of LPEDC and any of its subconsultants who work on this Agreement to ensure compliance with this warranty.

- 3) Town will not consider LPEDC or any of its subconsultants who work on this Agreement in material breach of the foregoing warranty if LPEDC and such subconsultants establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by A.R.S. § 23-214(A).
  - 4) The provisions of this Section VII(C) must be included in any contract LPEDC enters into with any and all of its subconsultants who provide services under this Agreement or any subcontract to provide services under this Agreement. As used in this Section VII(C) "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor.
  - 5) Pursuant to A.R.S. §§ 35-391.06 and 35-393-06, LPEDC hereby certifies to Town that LPEDC does not have "scrutinized" business operations, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.
- D) **Binding on Successors.** The covenants and conditions herein contained apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto.
  - E) **Attorney Fees and Costs.** In the event any action, suit or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing party shall be entitled to recover as part of such action or proceeding, all litigation, arbitration, and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.
  - F) **Governing Law.** This Agreement shall be governed by the laws of the State of Arizona, as to validity, interpretation and performance.
  - G) **Venue.** Any and all suits for any and every breach of this Agreement, or other judicial proceeding for the enforcement or interpretation of this Agreement shall be instituted and maintained in any court of competent jurisdiction in the County of La Paz, State of Arizona.
  - H) **Waiver.** The failure of either party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any of the rights or remedies provided by this Agreement, or any delay in the exercise of any rights or remedies, shall not release either party from any of the responsibilities or obligations imposed by law or by this Agreement, and shall not be deemed a waiver of any right of either party to insist upon strict performance of this Agreement.
  - I) **Severability.** If any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Arizona, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- J) Integration. This Agreement contains the entire agreement between the parties, and no oral or written statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement, or specifically referred to in this written Agreement shall be valid or binding; and this contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.
- K) No Partnership. Nothing in the Agreement is intended or shall be construed to constitute a partnership or joint venture between the parties and neither party shall be deemed the principal, agent, officer, or member of the other.
- L) Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance of LPEDC of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction.
- M) Binding Arbitration. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Arizona Uniform Rules of Procedure for Arbitration currently in effect unless the parties mutually agree otherwise. Demand for arbitration shall be filed in writing with the other party to this Agreement.
- N) Conflict of Interest. All parties hereto acknowledge that this Agreement is subject to cancellation by the Town pursuant to the provisions of A.R.S. § 38-511.
- O) Environmental Conditions. LPEDC shall take all steps necessary to ensure its compliance with all applicable federal, state, and local environmental laws, regulations and ordinances, and shall indemnify and hold the Town harmless for any remediation required and from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death to any person or damage to any property or the environment of any nature whatsoever arising out of violations of such laws, regulations and ordinances.
- P) Notices. Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

To Town:  
Town of Quartzsite  
Attn: Skylor Miller Town Manager  
P.O. Box 2812  
Quartzsite, Arizona 85346

To LPEDC:  
La Paz Economic Development Corporation  
Attn: Skip Becker President/CEO  
1217 California Avenue  
Parker, Arizona 85344

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this subsection.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2015.

**“Town”**

**“LPEDC”**

TOWN OF QUARTZSITE, an Arizona municipal corporation

LA PAZ ECONOMIC DEVELOPMENT CORPORATION, an Arizona nonprofit corporation

\_\_\_\_\_  
Skylor Miller  
Town Manager

\_\_\_\_\_  
Skip Becker, President/CEO  
Board of Directors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Tina Abriani, Town Clerk

\_\_\_\_\_, Town Attorney