

COUNCIL MEETING AGENDA

TUESDAY, JANUARY 27, 2015

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.
Headphones are available upon request for the hearing impaired.***

AGENDA ITEM	COUNCIL ACTION
CALL TO ORDER OF REGULAR MEETING	
INVOCATION AND PLEDGE OF ALLEGIANCE <i>The invocation may be offered by a person of any religion, faith, belief or non-belief. Interested persons should contact the Clerk for further information.</i>	
ROLL CALL	
ANNOUNCEMENTS	
CALL TO THE PUBLIC	

	<p>CONSENT AGENDA</p> <p><i>All items listed below are considered consent calendar items and may be approved by a single motion unless removed at the request of Council for further discussion/action. Other items on the agenda may be added to the consent calendar and approved under a single motion.</i></p>	
1-a.	<p>LEDGER OF ACCOUNTS PAID – Consider approval of check series 38427-38481, totaling \$ 97,651.74.</p>	<p>Discussion; possible action by MOTION; may be acted upon with single motion.</p>
1-b.	<p>MINUTES – Consider approval of the minutes of the Special Meeting of January 13, 2015 and the Regular Meeting of January 13, 2015.</p>	<p>Discussion; possible action by MOTION; may be acted upon with single motion.</p>
	<p>ADMINISTRATIVE ITEMS</p> <p><i>Administrative items are for Council discussion and action. It is at the discretion of the majority of the Council regarding public input requests on any Administrative Item. Persons wishing to speak on an Administrative Item should complete a Request to Speak Form and indicate the Item they wish to address. Council may or may not accept public comment.</i></p>	
2.	<p>TRANSIT REQUEST - Transit presentation; request to Council to rescind the Complaints and Unfair Competition Policy; and to match \$12,000 for the 5311 grant to pay for the Transit Coordinator.</p>	<p>Discussion; possible action by MOTION.</p>
3.	<p>MUAC REAPPOINTMENT - Consider and possibly approve the reappointment of Darrell Crooks, a regular member of the Municipal Utility Administrative Committee, whose term expires in January 2015. The position's new term would expire January 2018.</p>	<p>Discussion; possible action by MOTION.</p>
4.	<p>ENGINEERING SERVICES PAYMENTS TO ATKINS Discussion and possible action to approve check numbers 38388 and 38418 after review of detailed explanation of the invoices.</p>	<p>Discussion; possible action by MOTION.</p>

5.	LA PAZ COUNTY ECONOMIC DEVELOPMENT CORP. Discussion and possible approval, after review of bylaws, of an agreement between the Town of Quartzsite and the La Paz Economic Development Corporation for Regional Economic Development Program Services.	Discussion; possible action by MOTION.
	COMMUNICATIONS	
6.	Reports from the MAYOR on current events.	
7.	Reports from the COUNCIL on current events.	
8.	Reports from the TOWN MANAGER to the Council.	
	COMMUNICATIONS FROM CITIZENS <i>At this time, members of the public may comment on matters within the jurisdiction of the Town but not on the agenda. For the official record, individuals must state their name. There is a 3 minute limit for each speaker. The Council's response is limited to responding to criticism, asking staff to review a matter commented upon, or asking that a matter be put on a future agenda.</i>	
	ADJOURN	MOTION to adjourn.

C e r t i f i c a t i o n o f P o s t i n g

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 _____, 2015, 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 December 2014

	Prior Month	Current Month
Civil Traffic Action Filed	14	23
Criminal Traffic Action Filed	5	11
Misdemeanor Cases Filed	12	22
Initial Appearances Handled	12	25
Trials and Pre-Trials Held	19	15
Civil Traffic Closings	34	25
Criminal Traffic Closings	0	10
Misdemeanor Cases Closed	2	12
Warrants Issued	5	11
Warrants Closed	5	13
Harassment or Orders of Protection	1	4
Revenue generated by Court	\$4,851.97	\$2,833.63
Total Collected	\$9,293.71	\$6,578.78

Amanda Lilly, Magistrate

Signature

Preparer:

A. Lilly
Lea Carter

TOWN OF QUARTZSITE
MONTHLY FEE BOOK TOTALS
MAGISTRATE COURT

MONTH: DECEMBER 2014

ACCOUNT #	ACCOUNT DESCRIPTION	TOTAL
01-2211	BONDS PAYABLE	500.00
01-2212	MAGISTRATE PAYABLE	3,745.15
01-4410	MUNICIPAL FINES REVENUE	2,377.11
21-4420	LOCAL JCEF REVENUE	77.00
42-4044	COURT ENHANCEMENT	226.27
39-4027	LAW ENFORCEMENT REVENUE	84.14
01-4105	PUBLIC SAFETY RECOVERY	69.11
TOTAL		\$7,078.78

SIGNATURE *a. killey*
 Prepared by: *Lori Cahill* *Lori Cahill*



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, January 27, 2015

Agenda Item #1-a. Consider approval of check series 38427-38481, totaling \$97,651.74.

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 38427-38481.

Action Requested: Motion to approve the Ledger of Accounts Paid; check series 38427-38481.

**Quartzsite Town Council Meeting of
JANUARY 27, 2015
Check Register/ Revenue/ Consent Agenda**

Horizon Community Bank- Begin Check #38427-38481

Balances on all cash accounts as of January 23, 2015

Checking Account	\$	2,686,310.33
LGIP Account	\$	697,190.53
WIFA Debt Reserve Account	\$	160,343.72

Total Expensed Dollar Amount for Consent Agenda	\$	166,592.85
Total Payroll for Pay Period Ending 1/17/15	\$	68,941.11
YTD Total Revenue Dollar Amount for Consent Agenda	\$	1,019,273.61
YTD Total Sewer Cap Revenue as of 1/23/15	\$	4,200.00
YTD Total Sewer Sales Revenue as of 1/23/15	\$	547,729.61
YTD Total Water Cap Revenue as of 1/23/15	\$	11,450.00
YTD Total Water Sales Revenue as of 1/23/15	\$	455,894.00

Report Criteria:

Report type: GL detail

Check.Check Number = 38427-38481

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
38443						
01/22/15	38443	A Toe Truck	130.00	Towing Service - Impound	01-140-5035	130.00
Total 38443:			130.00			
38444						
01/22/15	38444	ABM	1,169.12	Consultant Svcs - Community Development	01-160-5032	1,169.12
Total 38444:			1,169.12			
38445						
01/22/15	38445	American Auto Parts LLC	327.90	Vehicle Maintenance/ Supplies - PW	03-220-5025	327.90
01/22/15	38445	American Auto Parts LLC	18.73	Vehicle Maintenance/ Supplies - Transit	01-230-5025	18.73
01/22/15	38445	American Auto Parts LLC	117.12	Vehicle Maintenance/ Supplies - Admin	01-130-5025	117.12
01/22/15	38445	American Auto Parts LLC	894.89	Vehicle Maintenance/ Supplies - Police	01-140-5025	894.89
01/22/15	38445	American Auto Parts LLC	18.75	Vehicle Maintenance/ Supplies - P&Z	01-160-5025	18.75
01/22/15	38445	American Auto Parts LLC	24.73	Vehicle Maintenance/ Supplies - Park	01-180-5025	24.73
01/22/15	38445	American Auto Parts LLC	136.46	Vehicle Maintenance/ Supplies - WWTP	15-500-5025	136.46
01/22/15	38445	American Auto Parts LLC	18.75	Vehicle Maintenance/ Supplies - Water	16-550-5025	18.75
Total 38445:			1,557.33			
38446						
01/22/15	38446	American Custom Tire, Inc	125.31	1-New Tire for PW Trailer	03-220-5025	125.31
Total 38446:			125.31			
38447						
01/22/15	38447	APS	2,526.46	Electric for main street lights	03-220-5049	2,526.46
Total 38447:			2,526.46			
38448						
01/22/15	38448	Arizona Dept. of Health Ser	2,111.00	Laboratory Svcs for WWTP AZ0714 Renewal Lab Permit	15-500-5039	2,111.00
Total 38448:			2,111.00			
38449						
01/22/15	38449	Arizona State Treasurer	3,732.03	Fees Collected December 2014	01-000-2212	3,732.03
Total 38449:			3,732.03			
38450						
01/22/15	38450	C&D Disposal	103.90	4Yd Commercial Bin Fee (Parks)	01-180-5035	103.90
Total 38450:			103.90			
38451						
01/22/15	38451	Canyon State Oil	53.31	Diesel - Police	01-140-5024	53.31
01/22/15	38451	Canyon State Oil	586.42	Diesel - WW	15-500-5024	586.42
01/22/15	38451	Canyon State Oil	639.73	Diesel - Water	16-550-5024	639.73
01/22/15	38451	Canyon State Oil	3,518.51	Diesel - PW	03-220-5024	3,518.51

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
01/22/15	38451	Canyon State Oil	533.11	Diesel - Park	01-180-5024	533.11
Total 38451:			5,331.08			
38452						
01/22/15	38452	Center Point	1,064.16	Platinum Series 24 Titles - Library	10-102-5061	1,064.16
Total 38452:			1,064.16			
38453						
01/22/15	38453	Centerline Supply West	631.48	Barricade Tape - PW	03-220-5022	631.48
Total 38453:			631.48			
38454						
01/22/15	38454	Concentra Occupational H	65.50	Physical Exam - Police Officer	01-140-5035	65.50
Total 38454:			65.50			
38455						
01/22/15	38455	Curtis, Goodwin, Sullivan,	6,458.02	General Council Svcs December 2014	01-120-5071	6,458.02
01/22/15	38455	Curtis, Goodwin, Sullivan,	1,052.50	Special Council Svcs December 2014	01-120-5071	1,052.50
01/22/15	38455	Curtis, Goodwin, Sullivan,	2,892.90	Special Council Svcs December 2014	15-500-5032	2,892.90
Total 38455:			10,403.42			
38456						
01/22/15	38456	D And L Auto Parts	27.54	Veh Maint - Supplies/Part - PW	03-220-5025	27.54
01/22/15	38456	D And L Auto Parts	36.42	Veh Maint - Supplies/Part - PW	03-220-5060	36.42
01/22/15	38456	D And L Auto Parts	308.20	Veh Maint - Supplies/Part - Police	01-140-5025	306.20
01/22/15	38456	D And L Auto Parts	47.14	Veh Maint - Supplies/Part - Park	01-180-5025	47.14
01/22/15	38456	D And L Auto Parts	49.82	Veh Maint - Supplies/Part - WW	15-500-5025	49.82
Total 38456:			387.48			
38457						
01/22/15	38457	Davis Building Supply	100.78	Supplies for Scott Lane Project	03-220-5105	100.78
Total 38457:			100.78			
38458						
01/22/15	38458	Diamond Brooks Bottled W	10.25	Bulk Water - Admin	01-130-5035	10.25
01/22/15	38458	Diamond Brooks Bottled W	10.25	Bulk Water - Police	01-140-5035	10.25
01/22/15	38458	Diamond Brooks Bottled W	10.25	Bulk Water - Magistrate	01-150-5035	10.25
01/22/15	38458	Diamond Brooks Bottled W	10.25	Bulk Water - Library	01-170-5035	10.25
01/22/15	38458	Diamond Brooks Bottled W	16.40	Bulk Water - WWTP	15-500-5035	16.40
Total 38458:			57.40			
38459						
01/22/15	38459	Employers Direct Health	436.42	Aggregate Employer Insurance	01-110-5016	436.42
01/22/15	38459	Employers Direct Health	1,758.53	Aggregate Employer Insurance	01-130-5016	1,758.53
01/22/15	38459	Employers Direct Health	5,733.46	Aggregate Employer Insurance	01-140-5016	5,733.46
01/22/15	38459	Employers Direct Health	1,770.91	Aggregate Employer Insurance	01-150-5016	1,770.91
01/22/15	38459	Employers Direct Health	877.14	Aggregate Employer Insurance	01-160-5016	877.14
01/22/15	38459	Employers Direct Health	1,326.40	Aggregate Employer Insurance	01-170-5016	1,326.40

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
01/22/15	38459	Employers Direct Health	663.91	Aggregate Employer Insurance	01-180-5016	663.91
01/22/15	38459	Employers Direct Health	1,097.01	Aggregate Employer Insurance	01-185-5016	1,097.01
01/22/15	38459	Employers Direct Health	3,543.25	Aggregate Employer Insurance	03-220-5016	3,543.25
01/22/15	38459	Employers Direct Health	874.76	Aggregate Employer Insurance	01-230-5016	874.76
01/22/15	38459	Employers Direct Health	441.18	Aggregate Employer Insurance	01-181-5016	441.18
01/22/15	38459	Employers Direct Health	1,543.43	Aggregate Employer Insurance	15-500-5016	1,543.43
01/22/15	38459	Employers Direct Health	1,987.92	Aggregate Employer Insurance	16-550-5016	1,987.92
01/22/15	38459	Employers Direct Health	6.18	HRA Employee Admin Fee	01-110-5016	6.18
01/22/15	38459	Employers Direct Health	28.04	HRA Employee Admin Fee	01-130-5016	28.04
01/22/15	38459	Employers Direct Health	78.46	HRA Employee Admin Fee	01-140-5016	78.46
01/22/15	38459	Employers Direct Health	30.91	HRA Employee Admin Fee	01-160-5016	30.91
01/22/15	38459	Employers Direct Health	11.89	HRA Employee Admin Fee	01-160-5016	11.89
01/22/15	38459	Employers Direct Health	21.40	HRA Employee Admin Fee	01-170-5016	21.40
01/22/15	38459	Employers Direct Health	11.41	HRA Employee Admin Fee	01-180-5016	11.41
01/22/15	38459	Employers Direct Health	9.51	HRA Employee Admin Fee	01-185-5016	9.51
01/22/15	38459	Employers Direct Health	63.25	HRA Employee Admin Fee	03-220-5016	63.25
01/22/15	38459	Employers Direct Health	4.76	HRA Employee Admin Fee	01-230-5016	4.76
01/22/15	38459	Employers Direct Health	6.18	HRA Employee Admin Fee	01-181-5016	6.18
01/22/15	38459	Employers Direct Health	20.93	HRA Employee Admin Fee	15-500-5016	20.93
01/22/15	38459	Employers Direct Health	30.42	HRA Employee Admin Fee	16-550-5016	30.42
Total 38459:			22,377.66			
38460						
01/22/15	38460	Herbs Hardware, Inc.	103.32	Maintenance & Repair Parts - PW	03-220-5022	103.32
01/22/15	38460	Herbs Hardware, Inc.	6.53	Janitorial Supplies - Court	01-150-5034	6.53
01/22/15	38460	Herbs Hardware, Inc.	6.53	Janitorial Supplies - Admin	01-130-5034	6.53
01/22/15	38460	Herbs Hardware, Inc.	531.63	Irrigation Parts/Supplies - Park	01-180-5086	531.63
01/22/15	38460	Herbs Hardware, Inc.	6.54	Janitorial Supplies - Library	01-170-5034	6.54
01/22/15	38460	Herbs Hardware, Inc.	66.23	Maintenance & Repair Parts - Water	16-550-5022	66.23
01/22/15	38460	Herbs Hardware, Inc.	74.39	Maintenance & Repair Parts - WW	15-500-5050	74.39
01/22/15	38460	Herbs Hardware, Inc.	6.54	Janitorial Supplies - WW	15-500-5034	6.54
01/22/15	38460	Herbs Hardware, Inc.	6.53	Janitorial Supplies - Water	16-550-5034	6.53
Total 38460:			808.24			
38461						
01/22/15	38461	Hilario Tanakeyowma	180.00	Per Diem: Forensic Interview Trng-H. Tanakeyowma	01-140-5043	180.00
Total 38461:			180.00			
38462						
01/22/15	38462	Inland Builders Supply, Inc.	222.07	Irrigation Parts	01-180-5060	222.07
Total 38462:			222.07			
38463						
01/22/15	38463	Jeff Sorensen	24.00	Per Diem: ADEQ Operator Certification Exam-J. Sorensen	15-500-5051	24.00
01/22/15	38463	Jeff Sorensen	24.00	Per Diem: ADEQ Operator Certification Exam-J. Sorensen	16-550-5051	24.00
Total 38463:			48.00			
38464						
01/22/15	38464	Legend Technical Services	371.00	Laboratory Services - Water	16-550-5039	371.00
01/22/15	38464	Legend Technical Services	209.70	Laboratory Services	16-550-5039	209.70
01/22/15	38464	Legend Technical Services	16.20	Laboratory Services - Water	16-550-5039	16.20

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
Total 38464:			596.90			
38465						
01/22/15	38465	Lowe's	153.46	Resin Outdoor Storage Shed - Transit	01-230-5022	153.46
Total 38465:			153.46			
38466						
01/22/15	38466	Lucas Still	4,000.00	Appraisal for Parcel Number 306-18-001A	01-160-5035	4,000.00
Total 38466:			4,000.00			
38467						
01/22/15	38467	Metlife	641.10	Payroll Payables	01-000-2209	641.10
01/22/15	38467	Metlife	27.34	Dental Premium	01-110-5016	27.34
01/22/15	38467	Metlife	134.84	Dental Premium - Admin	01-130-5016	134.84
01/22/15	38467	Metlife	578.08	Dental Premium - PD	01-140-5016	578.08
01/22/15	38467	Metlife	101.75	Dental Premium - Magistrate	01-150-5016	101.75
01/22/15	38467	Metlife	39.68	Dental Premium - P&Z	01-160-5016	39.68
01/22/15	38467	Metlife	153.91	Dental Premium - Library	01-170-5016	153.91
01/22/15	38467	Metlife	38.09	Dental Premium - Park	01-180-5016	38.09
01/22/15	38467	Metlife	72.33	Dental Premium - Rec	01-185-5016	72.33
01/22/15	38467	Metlife	23.81	Dental Premium - Cemetery	01-181-5016	23.81
01/22/15	38467	Metlife	15.87	Dental Premium - Transit	01-230-5016	15.87
01/22/15	38467	Metlife	353.66	Dental Premium - PW	03-220-5016	353.66
01/22/15	38467	Metlife	155.52	Dental Premium - WW	15-500-5016	155.52
01/22/15	38467	Metlife	227.24	Dental Premium - Water	16-550-5016	227.24
Total 38467:			2,563.22			
38468						
01/22/15	38468	Petty Cash	26.75	Candy & Water for Council	01-110-5022	26.75
01/22/15	38468	Petty Cash	9.86	Misc. Supplies - PW	03-220-5022	9.86
01/22/15	38468	Petty Cash	16.50	Exhaust Fluid - PW	03-220-5025	16.50
01/22/15	38468	Petty Cash	4.68	Office Supplies - Rec	01-185-5022	4.68
01/22/15	38468	Petty Cash	2.75	Janitorial Supplies - Admin	01-130-5034	2.75
01/22/15	38468	Petty Cash	2.76	Janitorial Supplies - Court	01-150-5034	2.76
01/22/15	38468	Petty Cash	2.75	Janitorial Supplies - P&Z	01-160-5034	2.75
01/22/15	38468	Petty Cash	2.76	Janitorial Supplies - Library	01-170-5034	2.76
01/22/15	38468	Petty Cash	2.75	Janitorial Supplies - WW	15-500-5034	2.75
01/22/15	38468	Petty Cash	2.75	Janitorial Supplies - Water	16-550-5034	2.75
01/22/15	38468	Petty Cash	13.43	Other Supplies - Police	01-140-5022	13.43
01/22/15	38468	Petty Cash	70.21	Office Supplies - Police	01-140-5022	70.21
01/22/15	38468	Petty Cash	43.14	Officer Retirement Plaque	01-140-5022	43.14
Total 38468:			201.09			
38469						
01/22/15	38469	Pioneer Landscaping Mate	374.97	Coco Brown 1" Screened	03-220-5029	374.97
01/22/15	38469	Pioneer Landscaping Mate	95.72	Landscaping Rock - Stock	03-220-5029	95.72
01/22/15	38469	Pioneer Landscaping Mate	191.44	Landscaping Rock - Quail Trail	03-220-5030	191.44
Total 38469:			662.13			

Check issue Date	Check Number	Payee	Invoice Amount	Description	invoice GL Account	Amount
38470						
01/22/15	38470	Quartzsite WIFI, LLC	82.50	Computer Tech Service - Admin	01-130-5035	82.50
Total 38470:			82.50			
38471						
01/22/15	38471	Quill Corporation	73.78	Printer Cartridges	01-170-5022	73.78
Total 38471:			73.78			
38472						
01/22/15	38472	Road Runner Sanitary Sup	72.47	Janitorial Supplies (Admin)	01-130-5034	72.47
01/22/15	38472	Road Runner Sanitary Sup	38.68	Janitorial Supplies (Magistrate)	01-150-5034	38.68
01/22/15	38472	Road Runner Sanitary Sup	43.52	Janitorial Supplies (P & Z)	01-160-5034	43.52
01/22/15	38472	Road Runner Sanitary Sup	53.15	Janitorial Supplies (Library)	01-170-5034	53.15
01/22/15	38472	Road Runner Sanitary Sup	43.51	Janitorial Supplies (WWTP)	15-500-5034	43.51
01/22/15	38472	Road Runner Sanitary Sup	43.51	Janitorial Supplies (Water)	16-550-5034	43.51
01/22/15	38472	Road Runner Sanitary Sup	43.44	Janitorial Supplies (Rec/CDBG)	01-185-5034	43.44
01/22/15	38472	Road Runner Sanitary Sup	152.42	Janitorial Supplies (Park)	01-180-5034	152.42
01/22/15	38472	Road Runner Sanitary Sup	13.98	Janitorial Supplies (Transit)	01-230-5034	13.98
Total 38472:			504.68			
38473						
01/22/15	38473	Safelite Fulfillment, Inc	93.44	Windshield Repair - Sierra C1500	15-500-5040	93.44
01/22/15	38473	Safelite Fulfillment, Inc	93.45	Windshield Repair - Sierra C1500	16-550-5040	93.45
Total 38473:			186.89			
38474						
01/22/15	38474	Shane Paulsen	27.00	Overpayment refund	01-000-4410	27.00
Total 38474:			27.00			
38475						
01/22/15	38475	TDS Telecom	288.29	Telephone Service - Library	01-170-5048	288.29
01/22/15	38475	TDS Telecom	175.89	Telephone Service - PW	03-220-5048	175.89
01/22/15	38475	TDS Telecom	170.09	Telephone Service - WW	15-500-5048	170.09
01/22/15	38475	TDS Telecom	155.84	Telephone Service - Water	16-550-5048	155.84
01/22/15	38475	TDS Telecom	262.85	Telephone Service - Admin	01-130-5048	262.85
01/22/15	38475	TDS Telecom	542.89	Telephone Service - PD	01-140-5048	542.89
01/22/15	38475	TDS Telecom	198.72	Telephone Service - Magistrate	01-150-5048	198.72
01/22/15	38475	TDS Telecom	51.39	Telephone Service - P&Z	01-160-5048	51.39
01/22/15	38475	TDS Telecom	151.37	Telephone Service - WW	15-500-5048	151.37
01/22/15	38475	TDS Telecom	108.15	Telephone Service - Water	16-550-5048	108.15
Total 38475:			2,105.48			
38476						
01/22/15	38476	Universal Police Supply Co	158.07	Uniform Allowance - J. Saloman	01-140-5019	158.07
Total 38476:			158.07			
38477						
01/22/15	38477	Ward Law Offices, PLLC	3,200.00	Prosecutorial Services	01-150-5073	3,200.00

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
Total 38477:			3,200.00			
38478						
01/22/15	38478	West Payment Center	452.19	West Law Info Charges	01-150-5051	452.19
Total 38478:			452.19			
38479						
01/22/15	38479	Yuma Winnelson Co.	2,462.51	System Maint/Supplies for Water Dept	16-550-5050	2,462.51
01/22/15	38479	Yuma Winnelson Co.	2,505.99	System Maint/Supplies for WWTP	15-500-5091	2,505.99
Total 38479:			4,968.50			
38480						
01/22/15	38480	ClassicPlan Premium Fina	979.94	Liability Insurance	01-185-5046	979.94
01/22/15	38480	ClassicPlan Premium Fina	1,959.88	Liability Insurance	01-130-5046	1,959.88
01/22/15	38480	ClassicPlan Premium Fina	4,654.71	Liability Insurance	01-140-5046	4,654.71
01/22/15	38480	ClassicPlan Premium Fina	734.95	Liability Insurance	01-150-5046	734.95
01/22/15	38480	ClassicPlan Premium Fina	734.95	Liability Insurance	01-170-5046	734.95
01/22/15	38480	ClassicPlan Premium Fina	1,224.92	Liability Insurance	01-230-5046	1,224.92
01/22/15	38480	ClassicPlan Premium Fina	2,939.82	Liability Insurance	15-500-5046	2,939.82
01/22/15	38480	ClassicPlan Premium Fina	2,204.86	Liability Insurance	16-550-5046	2,204.86
01/22/15	38480	ClassicPlan Premium Fina	9,064.43	Liability Insurance	03-220-5046	9,064.43
Total 38480:			24,498.46			
38481						
01/22/15	38481	DCFS USA, LLC	104.97	Processing Fees	03-220-5057	104.97
01/22/15	38481	DCFS USA, LLC	104.97	Processing Fees	V 03-220-5057	104.97
01/22/15	38481	DCFS USA, LLC	104.97	Processing Fees	03-220-5057	104.97
01/22/15	38481	DCFS USA, LLC	104.97	Processing Fees	V 03-220-5057	104.97
01/22/15	38481	DCFS USA, LLC	104.97	Processing Fees	03-220-5057	104.97
Total 38481:			104.97			
Grand Totals:			97,651.74			

Report Criteria:

Report type: GL detail

Check.Check Number = 38426-38481



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, January 27, 2015

Agenda Item #1-b Consider approval of the minutes of the Special Meeting of January 13, 2015 and the Regular Meeting of January 13, 2015.

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 January 13, 2015 and the Regular Meeting of January 13, 2015.

Action Requested: Motion to approve the minutes of the Special Meeting of January 13, 2015 and the Regular Meeting of January 13, 2015.

MINUTES
TOWN OF QUARTZSITE
SPECIAL MEETING OF THE COMMON COUNCIL
TUESDAY, JANUARY 13, 2015, 6:00 PM

CALL TO ORDER: 6:00 p.m.

INVOCATION: The Mayor called for a moment of silence.

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; Kelly Schwab, Town Attorney; Patricia Ronan, Town Attorney; and Tina Abriani, Town Clerk

ADMINISTRATIVE ITEMS:

1. EXECUTIVE SESSION

An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney and in order to consider its position and instruct the Town Attorney regarding the Town's position in pending litigation in the matter of Foster v. Town of Quartzsite.

An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding amendments to a Power Purchase Agreement for Wastewater Project with SunEdison Origination1, LLC that are the subject of negotiations.

An executive session pursuant to A.R.S. § 38-431.03(A)(7) for discussions or consultations with designated representatives of the Town in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property located at 560 Coyote Street, Quartzsite, AZ (APN 306-18-001A).

ADJOURNMENT TO EXECUTIVE SESSION: 6:02 p.m.

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

ADJOURNMENT FROM EXECUTIVE SESSION: 7:28 p.m.

Council Member Warner moved to adjourn and Council Member Kelley seconded the motion. The vote was unanimous. Motion Passed.

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of January 13, 2015, of the Town Council of Quartzsite, Arizona, held on January 13, 2015.

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

DATED this 27th day of January 2015

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, JANUARY 13, 2015, 7:00 PM

CALL TO ORDER: 7:33 p.m.

INVOCATION: Prayer given by Suellen Pennington.

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; Kelly Schwab, Town Attorney; Patricia Ronan, Town Attorney; and Tina Abriani, Town Clerk

CALL TO THE PUBLIC:

Clair Packer of Gold Star RV Park announced that at the Gold Star RV Park, on Tuesday, January 20, 2015 at 11:00 a.m., 3:00 p.m. and again at 7:00 p.m., the Dutton Musical Group will be putting on a show.

ANNOUNCEMENTS:

None

CONSENT AGENDA:

- 1-a. LEDGER OF ACCOUNTS PAID – Consider approval of check series 38347 - 38426, totaling \$227,310.99.**
- 1-b. Consider approval of the minutes of the Special Meeting of December 19, 2014 and the Regular Meeting of December 23, 2014.**

The Mayor removed check numbers 38388 and 38418 – both associated with the water services, said the Mayor.

Council Member Davidson removed check numbers 38418, 38423, 38403, 38391 and 38390.

Council Member Orgeron moved to approve the consent agenda as amended (with the noted checks removed) and **Vice Mayor Simpson seconded**. The vote was unanimous. Motion Passed.

Town Manager Miller advised that the invoice for check number 38388, Water Bidding Services, to Atkins Engineering, is not very clear regarding the services involved.

The Mayor asked if approval of check number 38388 could be held for the next agenda after the Town Manager gathers more information. Town Manager Miller agreed.

Check number 38390, to Colby and Powell, was next up for review. Council Member Warner asked why the Town is paying Colby and Powell CPAs and Heinfeld, Meech CPAs.

Town Manager Miller explained Colby and Powell perform the audits and Heinfeld, Meech assists in the preparation for the audit.

Council Member Davidson asked about check number 38391 for physical exams. Council Member Davidson said he thought the physical exam happened when an applicant was closer to the point of actually being hired.

Town Manager Miller said physical exams are a legitimate expense of the hiring process and part of the background check.

Council Member Davidson asked how many officers had polygraph exams on the invoice for check number 38403.

Town Manager Miller stated that check was for three potential new officers.

Council Member Davidson and the Mayor wanted clarification on the services performed for check number 38418 to Atkins Engineering for preliminary engineering for the Water Department.

Town Manager Miller advised the invoice only identified a lump sum for preliminary engineering for the Water Department.

The Mayor asked for more documentation on check number 38418.

Check number 38423 made payable to Atkins Engineering was discussed.

Town Manager Miller stated the invoice was for Quail Trail Rehabilitation and some of the meetings Atkins had with ADWR in preparation for the required Colorado River Allocation Report.

Council Member St. Germain stated he wants a complete breakdown on invoices from Atkins in the future.

The Mayor stated check number 38388 and check number 38418 are being held for approval at a later date.

The Mayor asked for a motion to approve check numbers 38390, 38391, 38403 and 38423.

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

ADMINISTRATIVE ITEMS:

- 2. SETTLEMENT AGREEMENT - Discussion and possible action on authorizing the Town Attorney to file a petition for writ of certiorari to the Arizona Supreme Court or authorizing the Town Attorney and Town Manager to negotiate a settlement agreement to resolve the Foster v. Town of Quartzsite litigation.**

Town Attorney Schwab stated she did not believe any action would be taken on this item and requested that Council move to the next item.

Vice Mayor Simpson moved to table Item 2, the Settlement Agreement, and Council Member Kelley seconded the motion. Vote: Motion Passed (summary: Yes = 6, No = 0, Abstain = 1). Yes: Council Member Davidson, Council Member Kelley, Council Member Orgeron, Council Member St. Germain, Council Member Warner, Vice Mayor Simpson. Abstain: Mayor Foster.

- 3. RESOLUTION NO. 13-09 - Discussion of repealing Resolution No. 13-09, an emergency resolution regarding the negotiation of a note from the United States government by the Town of Quartzsite Municipal Property Corporation. Item requested by Vice Mayor Simpson.**

Town Attorney Schwab asked that the Mayor entertain a motion to table this matter in light of future discussions.

Vice Mayor Simpson moved to table Item 3, Resolution 13-09, and Council Member Davidson seconded the motion. The vote was unanimous. Motion Passed.

- 4. MUNICIPAL UTILITY ADMINISTRATIVE COMMITTEE MEMBER REAPPOINTMENT - Consider and possibly approve the reappointment of Richard Thompson, a regular member of the Municipal Utility Administrative Committee, whose term expires January 2015. The position's new term would expire January 2018.**

Richard Thompson approached the podium. **Council Member Orgeron moved to reappoint Richard Thompson with a term to expire January 2018 and Council Member Kelley seconded the motion. The vote was unanimous.**

5. REPRESENTATIVE FOR LPCAC - Discussion and possible action to appoint an elected official to serve on the Western Arizona Council of Governments La Paz County Advisory Council (LPCAC).

Council Member Kelley volunteered to serve on this council. **Council Member Orgeron moved** to appoint Council Member Kelley to serve on the Western Arizona Council of Governments LPCAC. **The Mayor seconded** the motion. The vote was unanimous. Motion Passed.

6. REPRESENTATIVE FOR THE EXECUTIVE COMMITTEE - Discussion and possible action to appoint an elected official to serve on the Western Arizona Council of Governments Executive Committee.

Council Member Kelley volunteered to serve on this committee. **Council Member Orgeron moved** to appoint Council Member Kelley to serve on the Western Arizona Council of Governments Executive Committee. **Council Member Warner seconded** the motion. The vote was unanimous. **Motion Passed.**

7. POLICE DEPARTMENT

- **Council/Community needs: Discussion regarding Quartzsite's goals and desired level of service for the Police Department, including the number of officers, shift assignments and budget.**
- **Budget: Review and discussion of the Quartzsite Police Department Budget, including personnel, equipment, training and insurance. *Item requested by Council Member Davidson.***

Council Member Davidson explained he put this on the agenda in case sometime in the future there are negotiations with the Sheriff's Department to provide police services for the Town.

Council Member Davidson moved to open (the agenda item) to the public. **Vice Mayor Simpson seconded** the motion. The vote was unanimous. **Motion Passed.**

Council Member St. Germain invited the new Interim Chief of Police to speak regarding this agenda item and Council Member Davidson agreed.

The Mayor introduced Chief Renfro to the people in the audience. Chief Renfro turned from the podium to face the audience and the audience clapped.

Chief Renfro started with some statistics. In 2013, the Police Department had 13 officers and in 2014 there were 11 officers. Chief Renfro advised the Police Department now has seven officers and will soon be down to six, with one officer in training. Chief Renfro reviewed statistics from Dispatch which is operated by the La Paz County Sheriff's Office. He advised that in 2013, the Quartzsite Police Department had 5,677 calls to service and in 2014 there were 4,576 calls to service.

Chief Renfro stated calls to service are broken down, in law enforcement, into proactive and reactive. He said officers who are proactive are out there looking, writing citations, seeing crimes happen, and making arrests and those types of things. He said the reactive side is when an officer is responding to calls for service.

Chief Renfro stated there was no chief in 2014. There were 1,664 proactive traffic citations issued in 2013. In 2014, with no leader and no chief, there were 732 proactive traffic citations issued.

Chief Renfro advised the Council that the Police Department is very understaffed. He stated that none of his officers, that he has spoken to, have had a vacation in the last ten months. Some of the officers have lost vacation time because of having too much accumulated vacation time and not being able to take the time off before it expired because of the lack of officers.

Chief Renfro spoke of the upcoming busy weekend. He stated he wonders how the Police Department will be able to respond to all the calls for service with so few officers. He advised that he and his Department have reached out to the La Paz County's Sheriff's Office, the Parker Police Department, the Department of Public Safety (DPS) and the Colorado River Indian Tribes' (CRIT) law enforcement team and bonded with them to try to work better and closer with them in partnerships in the future.

Council Member Davidson asked Town Manager Miller what the current budget is for the Police Department.

Town Manager Miller replied the Police Department's budget for Fiscal Year 2014 – 2015 is \$1,169,831. He advised that not all of that is operational; approximately \$100,000 of that is for police settlement expenses. Town Manager Miller advised that he does not have the information with him, but believes 13 officers were listed in the Police Department's budget.

Monica Timberlake spoke regarding the Town's Officers' loss of vacation pay. She asked that the Town staff and Council figure out a way to give the vacation time back as it is not the officers' fault the Town has been understaffed. She said these officers work very hard and deserve their time off.

Jennifer Jones spoke regarding Quartzsite Chatter; and the Police Department's budget, cars and radios. She asked that a complete audit of the Department be performed to determine if the Town can afford to bring the Department up to a functioning number of officers to keep the community safe.

Starr BearCat spoke regarding the Police Department, stating it is an integral part of the community and she noted that the Police Department has contact with the community on a regular basis. She stated the Police Officers know the people who should be here and who should not be here. She spoke of a recent theft; the Sheriff's Department; and adequate Police Department staffing.

Council Member Kelley spoke regarding Ms. Jones' comments. Council Member Kelley asked that Chief Renfro be given some time to address issues.

Mike Jewitt, citizen of Quartzsite, spoke regarding the officers not being able to take vacation. He suggested offering straight time pay for vacation hours that exceed the maximum limit; or, extend the time period for taking the vacation time off by adding six more months in which to use it, if the Department is too understaffed to allow it to be taken.

Mayor Foster advised that during his first term as Mayor, the Council did approve requests for payment of vacation that was not to be used. The Mayor stated the current Council has not received requests for payment of vacation and he doubts that the Council would have disapproved payment for vacation.

Council Member Orgeron stated the Council would hope that Chief Renfro and Mr. Miller would come to some sort of resolution regarding the vacation time.

The Mayor said he would hate to think that anybody lost vacation time and that the Town should be able to retroactively be able to take care of that problem.

Town Manager Miller stated he will put together a full report regarding lost vacation time.

Shanana Rain GoldenBear stated she fully supports having a local Police Department. She spoke regarding staffing of the Police Department and coverage during the night. She advised that she would like to have thirteen officers on staff, as budgeted. She hopes that with the new Chief here, the future of the Police Department will be very positive and she noted that positive comments are what she has heard about him.

Council Member Davidson said that now that it is known how many officers the Town wants and what the budget for the Department is, if, in the future, the Town could get the same number of trained officers for less money, it would be something to look at.

Council Member St. Germain spoke regarding rumors, the past and starting a new year here in Quartzsite. He stated the citizens require the Police Department for their safety. He advised that the Council is here for the future of the Town and the community.

8. **WORLD ON THE WIND AIRSTRIP - Discussion and review of the approval process to issue a Town letter to the U.S. Department of Transportation Federal Aviation Administration stating the airstrip does comply with local planning and zoning laws and regulations, as well as any ordinances, laws, or regulations of any other government body or agency. *Item requested by Mayor Foster.***

The Mayor asked Town Manager Miller for an update on this item.

Town Manager Miller advised that, without any Council action, staff could provide a zoning determination that states the current status of the airstrip is legal non-conforming. The current zoning of the property is C-2, a business district. Airfields are not permissible in that district; however, this airstrip pre-dates the current zoning. Town Manager Miller said he does not know how that situation came to be.

Town Manager Miller advised that for any future expansion of the airstrip, full compliance with the zoning code would be required; but today, the Town could issue a letter stating the property is legal non-conforming. Town Manager Miller said he believes the letter would be satisfactory for Mr. Oldham at present but there is an understanding that should any future expansion or any expansion of the use take place, it would need to be rezoned.

Mayor Foster asked Mr. Oldham if that satisfies his requirements as far as he understands the letter from the federal government.

Mr. Oldham replied that he thinks so. He advised that the airstrip is used almost daily and has been there over thirty years. Mr. Oldham said that he appreciates the consideration given to the matter.

Council Member Kelley advised the letter from the federal government stated the study did not include an environmental review.

Town Manager Miller stated that is outside the scope of local regulations. He said, for the purposes of this airfield, the Town's scope is zoning and local regulations. He also said that any future buildings would have to have permits.

The Mayor directed staff to put the letter in the mail. Town Manager Miller replied that the Town will provide a zoning determination.

9. TOWN VEHICLES - Discussion by Council to resolve to set policy on use of Town vehicles to include a requirement that all Town vehicles shall be parked on Town property or in an approved maintenance facility when not in service. Item requested by Mayor Foster.

The Mayor advised that this discussion did take place a few weeks ago. He stated that the Town needs an official Town vehicle policy.

Town Manager Miller advised Council that they had before them the existing Town vehicle policy that is in place. He advised there are take home vehicles used by employees.

Town Manager Miller explained that the existing policy does allow for on-call staff to have take-home vehicles. If there were to be a water main break, the employee on-call would be the one responding to it. The employee would not need to go to the plant to load up tools because they would have them on their truck. Town Manager Miller said it is the same for police officers.

The Mayor spoke regarding employees having company vehicles to use as personal vehicles and the costs related to those vehicles.

Council Member Davidson asked how many are driven home by the employees.

Town Manager Miller stated he can provide that list which does include his vehicle.

The Mayor called for this to be on the next meeting's agenda with possible action to set a policy exactly as the agenda item states. He wants a roll call vote on the matter.

Council Member Orgeron asked questions regarding on-call and on duty.

Town Attorney Schwab advised that the Town has approved two contracts with two employees that include take home vehicles.

Council Member St. Germain asked Town Manager Miller how many employees had a town vehicle, as a fringe benefit and had it added to their W-2.

Council Member St. Germain said he does not understand why an on-call employee needs to take a vehicle home in such a small town.

Council Member St. Germain is looking for a policy regarding take home vehicles for each department.

Town Manager Miller asked if it is agreeable to supply that information as part of the action item. The reply was yes.

Vice Mayor Simpson requested any information the Town has on anyone that is taking Town owned vehicles outside the Town limits, or anything that would impact the Town's insurance.

Council Member St. Germain asked for the total number of Town vehicles and copies of the operating and mileage logs for each vehicle.

The Mayor directed that this item be brought back for action.

10. HIRING FREEZE - Discussion by Council to resolve to declare a hiring freeze and to have all future new hires approved by Council. Item requested by Mayor Foster.

The Mayor advised there was a Council meeting in which the Council Members' pay was reduced by \$100. He said at some point in that discussion, there was a hiring freeze placed on the Town staff. He advised that has never been removed, just ignored and the Town left the hiring in complete control of the Town Manager.

The Mayor stated that according to the rule then, all hiring, transfer and promotion actions must be approved by the Council. He stated that he would like to bring these matters before the public eye. He said the Council should vote on these matters as they involve the budget. The Mayor spoke regarding the County's policies regarding this matter.

The Mayor asked that a resolution be brought before the Council, at the next meeting, for approval, to put into effect a hiring freeze. He advised that the resolution should include that these things shall be brought before the Council for final approval.

There was discussion regarding recruiting and hiring police officers.

The Mayor stated that once a paycheck is involved the Council should have control.

Town Manager Miller asked if this could be a Town Code amendment. The Mayor said as long as the final result is that all hiring, transfers and promotions be brought before the Council for final approval.

The Mayor said the Council approval for hiring, transfers and promotions is for the position, not the person.

The Mayor directed staff to put this issue in the form of a resolution or code amendment and that it be brought before the Council for a vote.

Town Manager Miller asked if he may proceed with staffing the Police Department and if there is any issue with continuing the hiring process. The Mayor replied that there is no issue with that.

11. Reports from the MAYOR on current events.

The Mayor announced a dinner would be held in Kingman on the evening of Wednesday, January 14, 2015. The Mayor said Congressman Gossar is scheduled to be there for a discussion of the issue of the Planet Ranch Water Exchange. The Mayor advised that he will be attending that dinner.

12. Reports from the COUNCIL on current events.

Council Member Kelley announced La Posa is going to have a meeting regarding ATV trails on Wednesday, January 21, 2015, from 3:00 p.m. – 6:00 p.m. at the Quartzsite Community Center.

Council Member Kelley advised everyone they need to attend the meeting because some visitors come here for the trails to ride which is the Town's economy. She said, "Don't let them close these trails."

Council Member Kelley spoke of another meeting scheduled for January 23, 2015. She advised that John McDonald is scheduled to speak at the meeting which is not regarding closing trails.

Council Member St. Germain announced that Mr. Kim Scott, over at the Big Tent, has donated a space for the community. He advised that any community groups, such as the food bank, the churches and the museum are more than welcome to contact Mark Goldberg who did send out some emails, but could not get to everyone. The groups that would each man the booth for one day would be promoting the Town of Quartzsite. Council Member St. Germain stated he volunteered to man the booth for two days.

Vice Mayor Simpson spoke regarding the Council's opportunity to witness the inauguration of the Governor, the Secretary of State and the State Attorney General; and his experience witnessing that. He stated he has positive hopes for the Governor's plans.

13. Reports from the TOWN MANAGER to the Council.

Town Manager Miller stated the Town will confirm the dates of the two trail meetings and post notices at the posting places and on the website. Possible Quorum notices will be issued.

Town Manager Miller advised that the Hi Jolly Parade took place during the past weekend and he spoke regarding his spectator's perspective. He thanked the groups for their participation.

Town Manager Miller stated he has been working with John McDonald and his staff of the BLM. They have been working to obtain a formal confirmation that the Town can move forward with the dog park. Town Manager Miller said he hopes the new dog park will be in place by the first quarter of 2015.

Town Manager Miller advised that BLM cannot permit a long term lease of land for something as permanent as a cemetery. He explained the cemetery is not at capacity yet, but there is a need to plan for the future.

Town Manager Miller spoke regarding a request to the BLM for the use of land as a private right-of-way for a citizen.

COMMUNICATIONS FROM CITIZENS:

Jennifer Jones spoke regarding the Council's request for work sessions related to the water and sewer rates and the wastewater treatment plant expansion. She said the Council needs copies of all the actual documents that are on file for the WIFA and USDA loan and grant package. She spoke of a memorandum from Town Manager Miller to the (previous) Council. She noted the last statement at the bottom of page one states the current grant and loans will be inadequate to complete the project.

Mike Jewitt stated that at the last meeting here, he raised an item at the Call to the Public regarding a referenced meeting with the Sheriff and requested that the citizens hear about it tonight.

Traveling David, a long time traveler and a visitor to Quartzsite, informed the general public that the Town has online, on its website, annual financial statements and independent auditors' reports. He noted figures from those reports. He stated the Town of Quartzsite is a legal entity, not a geographical entity.

Pam Kasky, local citizen, expressed her concern over not allowing police officers to take their vehicles home when on-call. She advised it will take them longer to respond to an emergency without a vehicle at home if they are on-call.

Shanana Rain GoldenBear spoke regarding Council policy and the School Board meeting she attended that afternoon. She spoke of board responsibilities; governing boards; atmospheres of mutual respect; enforcement of the organizational chart; chain of command; monitoring versus managing, enforcing, adhering to, and evaluating policies; and the trickle-down effect.

Judy Clark, Branch Manager of the Horizon Community Bank in Quartzsite, asked that some of the Council Members sign paperwork for the bank before they leave.

ADJOURNMENT: 8:55 p.m.

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

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of January 13, 2015, of the Town Council of Quartzsite, Arizona, held on January 13, 2015.

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

DATED this 27th day of January 2015

Tina M. Abriani, Town Clerk

On behalf of the Common Council

Approved:

Ed Foster, Mayor



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, January 27, 2015

Agenda Item #2 Transit presentation; request to Council to rescind the Complaints and Unfair Competition Policy; and to match \$12,000 for the 5311 grant to pay for the Transit Coordinator.

Summary: In the interest of seeking and maintaining grant revenue for transit services, the Town applied for 5311 funds and has received a federal grant in the amount of \$221,743, with the local match from the Town of Quartzsite to be \$71,936. The first phase of match funding is \$12,000 for planning services.

Rescind policy per auditor request, as we do not run a charter program.

Responsible Person: Janet Collier, Town Transit Coordinator

Attachment:

1. The 2014 Grant Award Letter for the 5311 General Public Grant Program.
2. Request for matching funds and timeline for future requests.
3. Request to rescind Unfair Competition Policy

Action Requested: Motion to move forward with matching funds for 5311 in the amount of \$12,000 and to rescind the Unfair Competition Policy per ADOT contracted auditor Ann Beauvais of Rae Consultants.



Multimodal Planning

Janice K. Brewer, Governor
John S. Halikowski, Director
Scott Omer, Division Director

August 4, 2014

Janet Collier
Transit Manager
Town of Quartzsite
465 N. Plymouth
Quartzsite, AZ 85346

Subject: 2014 Grant Award for the 5311 General Public Grant Program

Dear Ms. Collier:

We are pleased to announce your 2014 FTA 5311 grant award. The Exhibit A and contract execution include match ratio, eligibility dates, and other details. The Exhibit A will follow as the contracts are executed. The planning study is awarded and will be executed upon receipt of the Exhibit A. All other funds are contingent upon the outcome of the planning study.

Funds Awarded	Federal Grant	Local Match	Total Awarded
Administration	\$36,543	\$9,136	\$45,679
Operating	\$56,550	\$40,950	\$97,500
Capital	\$80,650	\$9,850	\$90,500
Planning	\$48,000	\$12,000	\$60,000
Total Awarded	\$221,743	\$71,936	\$293,679

The Capital Awarded preliminarily is: Capitalized Preventive Maintenance, 30 Purchase Bus Stop Signs, 4 Purchase Graphics for Transit Buses, and 1 Expansion <30Ft Bus.

The funds are reimbursable and are to be used towards the operation of your general public transit service. Capitalized Preventive Maintenance is eligible for 1 year only, all other capital awards noted here are eligible for use for two years; funds unexpended after this period will be swept and reallocated. For additional program guidance please contact the Section 5311 Rural Transit Program Manager, Nicole Patrick at (602) 712-8947.

If you have any questions or concerns, please contact me (602) 712-8243.

Sincerely,

Mike Normand
Director of Transit Programs
Multimodal Planning Division

cc: Scott Omer, ADOT Alexander Smith, FTA

Quartzsite Transit Present and Future

Quartzsite Transit currently provides human services based transportation for seniors and persons with disabilities. We are a member of the Western AZ Council of Governments Coordinated Council and this agency manages the 5310 grant process for ADOT. We currently apply for federal funding (\$15,000) yearly and vehicles when needed through this grant process. FTA section 5310 funds for operating are very limited. AS federal funding and Federal Transit Administration goals change so do the funding amounts and sources. The Federal Transit Administration's current focus is regional coordination and ways to move more people across regions. As a result the majority of the funding is moving to 5311 or public transportation systems. This is the reason for applying for the 5311 grant money. The scope of work for our 5311 project is currently working through the contracts division of ADOT. When contracts, completes the process ADOT will release the Request for Proposals to their list of rural desert transit planners they will have 2 weeks to turn in applications. At this time we will start interviews and hire a planner for Quartzsite. The table below identifies funds awarded and our responsibility for local match amounts as we work through the grant phases. I am asking the council to approve the local match of \$12,000 for the planning study phase. The remainder of the grant money is contingent on the planner being able to develop a sustainable public transit system for the town. If this does not happen we will stay 5310 with limited operational funding. If this is successful we will move forward with the next phase.

Date	Funds Awarded	Federal Grant	Local Match	Total Awarded
Winter 2015	Planning Study	\$48,000	\$12,000	\$60,000
Spring 2015	Capital	\$80,650	\$9,850	\$90,500
Spring 2015	Administration	\$36,543	\$9,136	\$45,679
Summer 2015	Operating	\$56,550	\$40,950	\$97,500
10/14 to 9/15	Total Award	\$221,743	\$71,936	\$293,679

Request To Rescind Policy

In February of 2014 our Transit Department had its first Federal Audit we did very well, one of the follow up requests by our auditor is to rescind a policy. This policy is entitled Complaints of unfair Competition. Our auditor did not believe it was a necessary policy because we do not provide Charter Services. Please review the enclosed policy and act accordingly.



COMPLAINTS OF UNFAIR COMPETITION POLICY

As a result of an expansion in service, Quartzsite Transit Services may receive complaints alleging unfair competition from a private sector transportation providers who allege to have experienced a decline of business.

As per FTA guidelines, Quartzsite Transit Services shall have procedures in place to process and respond to any complaints alleging unfair competition. These procedures should include the following elements:

- 1. A person(s) assigned with the responsibility of receiving, investigating, and responding to these complaints.**
- 2. An appeal process if the individual or organization filing the complaint is not satisfied with Quartzsite Transit Services response. The appeal process must identify a mediator or mediation panel that does not include employees of Quartzsite Transit Services.**
- 3. Notice to the individual or organization filing the complaint that Quartzsite Transit Services decision may be appealed to ADOT with instructions for such an appeal.**



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, January 27, 2015

Agenda Item #3 Consider and possibly approve the reappointment of Darrell Crooks, a regular member of the Municipal Utility Administrative Committee, whose term expires in January 2015. The position's new term would expire January 2018.

Summary: The Municipal Utility Administrative Committee formulates, creates and recommends plans for the present and future use of utilities and equipment.

The Committee consists of 5 members. Member terms are for a period of three years, with terms staggered such that the terms of no more than two members shall expire in any one year.

Committee Member Darrell Crooks' term expires this month. Darrell Crooks requests reappointment for another term. If reappointed, his term will expire January 2018.

Responsible Person: Tina Abriani, Town Clerk

Attachment:

1. Reappointment Request from Darrell Crooks.
2. Roster of Municipal Utility Administrative Committee Members.

Action Requested: Motion to reappoint Darrell Crooks to the Municipal Utility Administrative Committee with a term to expire January 2018.



TOWN OF QUARTZSITE

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

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We are an equal opportunity employer

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RECEIVED
JAN 09 2015
TOWN OF QUARTZSITE

TO: MAYOR AND COUNCIL

RE: EXPIRATION OF CITIZEN ADVISORY BOARD/COMMISSION TERM

FROM: DARRELL CROOKS

(Please print name)

On 01 / - / 2015 my term expires on the

MUAC

Board / Commission / Committee.

I am requesting reappointment for another term.

I do not wish to be reappointed to another term.

Sincerely,

Darrell Crooks

Signature

01-09-2015

Date

cc: Town clerk



**ROSTER
OF
MUNICIPAL UTILITY ADMINISTRATIVE COMMITTEE
MEMBERS**

DENNIS DOLE		<i>Term Expires - January 2016</i>
JOHN JACK BROWN		<i>Term Expires - January 2016</i>
STARR BEARCAT		<i>Term Expires - January 2017</i>
RICHARD THOMPSON		<i>Term Expires - January 2018</i>
DARRELL CROOKS		<i>Term Expires - January 2015</i>

Updated 01-13-2015

RECEIVED
OCT 12 1999

TOWN OF QUARTZSITE

RESOLUTION NO. 99-14

TOWN OF QUARTZSITE

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUARTZSITE, ARIZONA, PROVIDING FOR AND SETTING THE MEMBERSHIP OF THE MUNICIPAL UTILITY ADMINISTRATIVE COMMITTEE FOR THE TOWN OF QUARTZSITE: PROVIDING FOR THE ELECTION OF A CHAIRMAN AND VICE-CHAIRMAN THEREOF AND PRESCRIBING THE DUTIES OF SAID COMMITTEE.

BE IT RESOLVED BY THE COMMON COUNCIL OF THE TOWN OF QUARTZSITE, LA PAZ COUNTY, ARIZONA, as follows:

SECTION 1: The Municipal Utilities Administrative Committee of the Town of Quartzsite is hereby established.

SECTION 2: (A) The Municipal Utilities Administrative Committee of the Town of Quartzsite shall be composed of a total of five (5) members who shall be residents of the Town of Quartzsite. The members of the committee shall be appointed by the Mayor subject to approval of the Common Council of the Town of Quartzsite. These appointments shall be for a period of three (3) years each, with the terms of members so staggered that the terms of no more than two (2) shall expire in any one year. The initial appointments shall be two (2) members for three (3) years; two (2) members for two (2) years; and one (1) member for one (1) year. Thereafter all members shall be appointed for full three (3) year terms, except that in the event of death or resignation of a member the vacancy may be filled for the unexpired term. The term of all members shall extend until their successors are qualified, provided, however three (3) successive unexcused or unexplained absences from any regular or special meeting shall be grounds for termination at the will and pleasure of the appointing authority without the necessity of a hearing or notice and such action shall be final

(B) All members shall serve without pay. However, members of said committee may be reimbursed for actual expenses incurred in connection with their duties upon authorization or ratification by the committee and approval of such expenditures by the Town Council.

SECTION 3: The committee shall elect a chairman and vice-chairman among its own members, who shall serve for his full term and until their successors are elected and qualified. The chairman shall preside at all meetings and exercise all the usual rights, duties and prerogatives of the head of any similar organization. The vice-chairman shall perform the duties of the chairman in the latter's absence or disability. Vacancies created by any cause shall be filled for the unexpired term by a new election.

SECTION 4: It shall be the duty of said committee to formulate, create and recommend any lawful plan duly adopted by the governing body for the present and

future growth of the Town of Quartzsite pertaining to the use of utilities and equipment for any purpose.

SECTION 5: The committee shall provide in its rules for its meetings; provided, however, that special meetings may be called by the chairman or in his absence the vice-chairman. In addition, any three (3) members of the committee may make written request to the chairman for a special meeting and in the event such is not called, such members may call such special meeting in such a manner and form as may be provided in the committee rules.

SECTION 6: Three (3) members shall constitute a quorum. The affirmative vote of three (3) members shall be required for passage of any matter before the committee. In this connection, the minutes of the meetings shall reflect the "ayes" and "nays" cast on a particular measure and shall reflect the vote of each member present. A member may abstain from voting only upon the declaration that he has a conflict of interest, in which case such member shall take no part in the deliberation on the matter in question.

SECTION 7: The committee shall conduct its meeting in an orderly manner following Parliamentary Rules of Order.

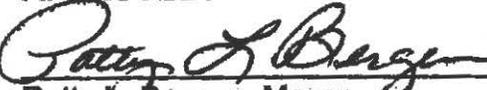
PASSED, ADOPTED AND APPROVED by the Town of Quartzsite, Arizona, Common Council on this 14th day of September, 1999.

ATTEST:



Kay Kneun, Town Clerk

APPROVED:



Patty L. Bergen, Mayor

APPROVED AS TO FORM:



Carol Bowman or Wm. Michael Smith
Town Attorney



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, January 27, 2015

Agenda Item #4 Discussion and possible action to approve payment for check numbers 38388 and 38418 after review of detailed explanation of the Atkins invoices.

Summary: Check number 38388 in the amount of \$30,000 was made payable to Atkins for USDA Bidding Services for the Water Department.

Check number 38418 in the amount of \$18,000 was made payable to Atkins for Preliminary Engineering Services for the Water Department.

Responsible Person: Skylor Miller, Town Manager

Attachment:

- Atkins Professional Service Agreement Addendum No. 2-R
- Email from Linda Potter, Senior Project Manager, of Atkins

Action Requested: Motion to approve payment for check numbers 38388 and 38418.

Professional Service Agreement Addendum

Addendum No. 2-R

THIS ADDENDUM to the AGREEMENT made and entered into July 19, 2013, by and between Atkins North America, Inc. and the Client identified herein, provides for the Additional Services described under Item 1 of this Agreement.

CLIENT: Town of Quartzsite

PROJECT NUMBER: 100020687

SHORT TITLE OF MAIN CONTRACT: Quartzsite Wastewater Treatment Plant Expansion

SHORT TITLE OF ADDENDUM: Bidding Assistance Services

1. DESCRIPTION OF ADDITIONAL PROFESSIONAL SERVICES TO BE PROVIDED BY ATKINS (If additional pages are necessary, they are identified as Attachment A):

For detailed scope of additional services to be provided by Atkins, please reference Attachment A.

2. THE COMPENSATION TO BE PAID Atkins for providing the requested services shall be (If additional pages are necessary, they are identified as Attachment B):

Direct personnel expense plus a surcharge of _____, plus reimbursable costs.

A Lump-Sum charge of \$ 60,000.00, plus out-of-pocket expenses.

Unit Cost/Time Charges identified in Attachment B, plus reimbursable costs.

In accordance with the provisions for additional services compensation set forth in the aforementioned Agreement.

IN WITNESS WHEREOF, this Addendum is accepted on the later date written below, subject to the terms and conditions above stated, and the aforementioned Agreement.

(SIGN WITH BALL POINT PEN)

CLIENT: Town of Quartzsite

SIGNED: _____

TYPED NAME: Laura Bruno

TITLE: Town Manager

DATE: 7/24/13

ATKINS NORTH AMERICA, INC.

SIGNED: _____

TYPED NAME: Kevin P. Murphy

TITLE: Project Director

DATE: July 29, 2013



Atkins North America, Inc.
60 South Acoma Boulevard, Suite C 106
Lake Havasu City, Arizona 86403
Telephone: +1.928.855.4505
Fax: +1.928.355.4535
www.atkinsglobal.com/northamerica

ATTACHMENT A

ADDENDUM 2 – REVISED; BIDDING ASSISTANCE SERVICES:

DESIGN OF WASTEWATER PUMP STATION REHABILITATION IMPROVEMENTS

TOWN OF QUARTZSITE

PROJECT NO: 100020687

DATE OF AGREEMENT: JULY 19, 2013

In response to your request, Atkins is pleased to submit this proposal/agreement to you for additional engineering consulting services for the Town of Quartzsite's Wastewater Treatment Plant (WWTP) Expansion.

I. SCOPE OF SERVICES

Based on our current understanding of the Project, Atkins will provide the following additional engineering services:

A. BIDDING SERVICES FOR WIFA FUNDING \$30,000

All services necessary to meet WIFA bidding for funded portion of the project including, bidding services, preparation of bid documents, bidding, bid evaluation and recommendation of bid award to Council. This item also includes all necessary submittals and documentation to WIFA.

B. BIDDING SERVICES FOR USDA FUNDING \$30,000

All services necessary to obtain USDA approval for bidding and funding including, bidding services, preparation of bid documents, bidding, bid evaluation and recommendation of bid award to Council. This item also includes all necessary submittals and documentation to USDA to ensure funding is secured.



Atkins North America, Inc.
60 South Acoma Boulevard, Suite C106
Lake Havasu City, Arizona 86403
Telephone: +1.928.855.4505
Fax: +1.928.855.4535
www.atkinsglobal.com/northamerica

ATTACHMENT B

FEEES AND CONDITIONS

ADDENDUM 2 – REVISED; BIDDING ASSISTANCE SERVICES:

DESIGN OF WASTEWATER PUMP STATION REHABILITATION IMPROVEMENTS

TOWN OF QUARTZSITE

PROJECT NO: 100020687

DATE OF AGREEMENT: JULY 19, 2013

I. FEES AND CONDITIONS

The fee for the Services described in Attachment A, Section I, Scope of Services, will be the lump sum amount of \$60,000.

Tina M. Abriani

From: Skylor R. Miller <smiller@ci.quartzsite.az.us>
Sent: Friday, January 23, 2015 9:37 AM
To: 'Tina Abriani'
Subject: FW: Backup for invoice billings

From: Potter, Linda A [<mailto:Linda.Potter@atkinsglobal.com>]
Sent: Friday, January 23, 2015 8:21 AM
To: 'smiller@ci.quartzsite.az.us'
Cc: Sharp, Zachary S; Dexheimer, Heidi A
Subject: RE: Backup for invoice billings

Work performed under the water supply tasks 07.1 through 07.4 for the \$18k invoice:

- The work under Task 07.1 during the period of performance (through September 28th, 2014) includes the following items:
 - Subconsultant QPC (Mark Clark) performed the following work and created a report to Atkins. This report was incorporated into our initial report presented to USBR and ADWR in December of 2014.
 - QPC reviewed the Town's current Colorado River Water Allocation and prepared an analysis of various options available. QPC reviewed the Town's water system and future needs. Information on previous transfers of Colorado River water allocations was researched and explained, and options for disposition of the Town's allocation were presented. A report was prepared and submitted to Atkins.
 - Atkins performed review of existing information and previous studies and plans.
 - Atkins contacted the USBR and ADWR and set up meetings with both entities to determine expectations and requirements of the report. Additionally, we discussed the viability of potential sale of the allocation with ADWR outside the service area.
 - Preliminary alternatives were determined and researched; and criteria to evaluate viability of each alternative were created.
 - Potential partners (solar developers, CRIT, Counties, etc.) were identified and contacted to determine if they had unmet water needs.
 - Possible funding sources were researched (WIFA, USDA, County, grants, possible private cost share entities) and contacted.
 - Preliminary report writing and documentation prepared.
 - The Draft report was submitted to the Town, USBR, and ADWR in December. This partial billing request of \$18k out of the contract amount of \$48,140 reflects the work done during the billing period towards creation of the plan.

Let me know if you need additional information on this one! I can bring a hard copy of the draft report with me on Tuesday if you think it will help.

Linda A. Potter, P.E., CFM
Senior Project Manager

ATKINS

Find out more about what we do and how we do it - www.atkinsglobal.com

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Email: linda.potter@atkinsglobal.com | Web: www.atkinsglobal.com | Careers: www.atkinsglobal.com/careers

From: Potter, Linda A
Sent: Friday, January 23, 2015 7:57 AM
To: 'smiller@ci.quartzsite.az.us'
Cc: Sharp, Zachary S; Sherrill, Justin R; Dexheimer, Heidi A
Subject: Backup for invoice billings

Hello, Skylor – I am going to send you a few emails with attached backup materials for the invoices.

This first email has the executed contracts that correspond to the work – the WWTP bid assist and the water supply work.

More to follow...

Linda A. Potter, P.E., CFM
Senior Project Manager

ATKINS

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TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, January 27, 2015

Agenda Item #5 Discussion and possible approval, after review of bylaws, of an agreement between the Town of Quartzsite and the La Paz Economic Development Corporation for Regional Economic Development Program Services.

Summary: The La Paz Economic Development Corporation, an Arizona nonprofit corporation (LPEDC), has outlined its responsibilities to the Town of Quartzsite in the agreement. The responsibilities are listed as goals and parts of an implementation strategy.

Goals include supporting a strong business climate and promotion of the image of the Quartzsite area; qualifying and assisting companies to locate in the Quartzsite area; and creating jobs for the Town of Quartzsite residents.

Examples of implementation, as listed in the agreement, are create a budget and an action plan; exploring economic development solutions; identifying, contacting and attracting capital investors and other outreach services for business, commercial and industrial facilities or projects in the Town of Quartzsite; and printing, publishing and distributing 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 manufactures, distributors, retailers and developers.

Skip Becker, President/CEO of the La Paz Economic Development Corporation, is available to answer any questions.

Responsible Person: Skylor Miller, Town Manager

Attachment:

- Bylaws of La Paz Economic Development Corporation
- Regional Economic Development Program Services Agreement between the La Paz Economic Development Corporation and the Town of Quartzsite.

Action Requested: Motion to authorize Town Manager Miller to execute an agreement between the Town of Quartzsite and the La Paz County Economic Development Corporation for Regional Economic Development Program Services.

BYLAWS OF LA PAZ ECONOMIC DEVELOPMENT CORPORATION

ARTICLE I

Name and Principle Place of Business

1.1 Name

The name of this organization is the La Paz Economic Development Corporation (hereinafter referred to as LPEDC).

1.2 Principle Place of Business

The principle office of the LPEDC, at which the general business of the corporation will be transacted and where the records of the corporation will be kept, will be at such place in La Paz County, State of Arizona as may be fixed from time to time by the board of directors. Unless otherwise fixed, it will be at 1217 California Avenue, Parker, Arizona.

ARTICLE II

Purpose and Mission Statement

2.1 Purposes

2.1.1 The purpose of the non-profit corporation is to attract, retain and expand industry and commerce in the La Paz County area. The LPEDC is a cooperative and organized regional effort between the public and private sectors of our community for the sole purpose of promoting and sustaining the economic health of the La Paz County area through the creation of jobs, the attraction of new industry and capital investment and assisting with expansion needs of existing industry.

2.1.2 No part of the income of the Corporation shall benefit or be distributional to its Members, Directors, Officers, or other private persons, except the Corporation may pay reasonable compensation for services and make payments in furtherance of its purposes.

2.2 Mission Statement

“Economic Development” is the positive change in an economy, which results in an improved and stable standard of living for its citizens. The Mission of the LPEDC is:

THE DEVELOPMENT OF ECONOMIC WEALTH FOR THE WELL-BEING OF OUR
INHABITANTS THROUGH SUSTAINABLE IMPROVEMENTS IN OUR STANDARD OF
LIVING.

LPEDC fulfills this mission directly and supports other activities and organizations which share this objective.

ARTICLE III

Investor Groups

3.1 Public Investor Group (hereinafter referred to as Public Investors)

Public Investor status shall be granted to the following governmental entities, and to any other municipalities that may be incorporated in the future:

- La Paz County
- Colorado River Indian Tribes
- Town of Parker
- Town of Quartzsite

3.2 Private Investor Group (hereinafter referred to as Private Investors)

Private Investor status shall be granted to individuals or businesses making an annual cash investment in the Corporation, which meets or exceeds the amounts set forth in Section 3.3. If requested by the President and approved by the Board of Directors, investment levels may be in the form of in-kind service or products to the Corporation. All in-kind services/products must be in addition to an annual cash contribution at the Silver Level.

3.3 Categories of Private Investors

There shall be four (4) categories of Investors. Yearly minimum investment levels for each category shall be set accordingly by a vote of the LPEDC Board of Directors preceding the start of any fiscal year. These categories shall be:

\$1,000	-----	Platinum Level
\$ 500		Gold Level
\$ 250		Silver Level
\$ 100		Bronze Level (Minimum)

See attached document for member benefits

ARTICLE IV

Membership Meetings

4.1 Annual Meeting

The Annual Meeting shall be called by the LPEDC Board and held on the third Wednesday of May in each year, or on such other date as may be established by the LPEDC Board of Directors.

4.2 Special Meetings

Additional Membership Meetings may be called at the discretion of the Chair of the Board of Directors with a minimum 24 hour notice to members via e-mail, fax or mail.

4.3 Quorum at Membership Meetings

The quorum required at a membership meeting will be 25% of the membership.¹

4.4 Voting by Proxy Prohibited

Membership may not vote by proxy at any Membership meeting.

4.5 Notices

Notices for the Annual Meeting will be mailed to each voting member in good standing at least ten (10) calendar days prior to the meeting.

ARTICLE V

LPEDC Board of Directors

5.1 Purpose, Empowerment, and Number of Directors

5.1.1. Purpose and Empowerment

By Board of Directors action, committees may be appointed as needed to serve the LPEDC. Participation in these committees shall be by the Private Investors in good standing (see Section 6.4), Public Investors and others as determined by the Board or the President. The Board shall make all policy statements on behalf of the Corporation and decide such policy issues as may come before the Board, as well as guide the direction and action of the Corporation.

5.1.2. Number of Directors

The Board of Directors shall consist of not less than five (5) and not more than fifteen (15) persons. The number of persons who shall serve on the Board from time to time shall be established by a vote of the Membership.

5.2 Composition, Selection, and Qualification of Board Members

There shall be Public Sector and Private Sector Directors, as follows:

5.2.1. Public Sector Directors

A seat on the board shall be reserved for the following persons:

- La Paz County – one (1) as designated by the Chairperson of the Board of Supervisors
- Colorado River Indian Tribes – one (1) as designated by the Chairperson of the Tribal Council
- Town of Parker – one (1) as designated by the Mayor of Parker

¹ Amended April 20, 2011, Resolution 2011-017

- Town of Quartzsite – one (1) as designated by the Mayor of Quartzsite
A seat on the board shall be reserved for any other municipalities that may be incorporated in the future

5.2.2. The Administrators of the Public Sector Investors may serve in a non-voting ex officio capacity, if not designated as above.

5.2.3. No Public Sector member shall hold a Chairman, Vice Chair, Secretary, or Treasurer position.

5.2.4. Minimum Participation by Private Sector Board Members:

- Attend meetings of the Board
- Attend Investor Lunches
- Attend other events as requested by Board or President

5.3 Term of Office

The term of the Private Sector Directors shall be three (3) years each beginning with the start of the fiscal year. A vacancy on the Board resulting from the resignation, death, or removal of a Private Sector Director, shall be replaced by appointed for the remainder of the term by the Chairman with Board of Directors approval.

The term of the Public Sector Directors shall be three (3) years each beginning with the start of the fiscal year. A Public Sector vacancy on the Board for any reason shall be replaced for the remainder of the term by appointment as indicated in Section 5.2.1.

The initial terms upon establishment of the LPEDC shall be staggered so that approximately equal numbers of Public Sector and Private Sector Board Member's terms expire each year.

5.4 Dates and Notice of Meetings

5.4.1 Regular board meetings are in July, September, November, January, March and May.

5.4.2 Written notice of each Board Meeting shall be mailed, emailed or faxed to each Director at least five (5) working days prior to the date fixed for such meeting, except that, upon a declaration of emergency by the Chair of the LPEDC Board, or in the absence of the Chair the Vice-Chair, notice of a Special Meeting shall be mailed, emailed or faxed to each Director at least twenty-four (24) hours before the date and time of such meeting and shall include the matters to be addressed in the Special Meeting.

5.5 Quorum and Required Vote

A simple majority of the Directors in office shall constitute a quorum for the transaction of business. A vote of a simple majority of the Directors present or available telephonically at any meeting in which a quorum is present shall constitute action by the Board unless a different vote is required by the Articles of Incorporation, or these Bylaws.

5.6 Removal of Directors

5.6.1. Public Sector Directors

A Public Sector Director may not be removed by LPEDC action.

5.6.2. Private Sector Directors

Any Private Sector Director may be removed by a two-thirds (2/3) vote of the total number of Directors then in office after such Director has been advised in writing of the charges against him or her and afforded an opportunity to be heard by the full Board. Any Director removed for failure to attend meetings may petition the Board for reinstatement.

5.6.3. All Directors of the corporation must remain in “Good Standing” as defined in Section 6.4. Failure to do so is voluntary forfeit of office.

ARTICLE VI

Election Process

6.1 Nominations to the Board

There shall be a Nominating Committee composed of the Past Chair, Chair, and Vice Chair of the Board of Directors, a Public Investor Board Member selected by the Chair and at least one (1) other person selected from the General membership by the Chair. The Nominating Committee shall oversee the election for each fiscal year. In addition to the Nominating Committee candidates, an individual from the Private Investor Group who is interested and “in good standing,” must get (2) two letters of recommendation from other Private Investors in LPEDC and submit them to the Nominating Committee to be added to the ballot.

Nomination Timeline

- March 15 letters for nomination and Nominating Committee candidate list due
- Ballots mailed by April 1st
- Ballots returned by April 20
- Ballots tabulated by April 30th
- Announcement of new Board Members at Annual Meeting

6.2 Election

The election of the Private Sector Members to the LPEDC Board of Directors shall be by ballot. If there are more nominees for Private Investor positions than there are vacancies, the persons receiving the highest number of votes shall be elected by ballot to fill such vacancies.

6.3 Voting

All Investors in good standing (see 6.4) may vote for the election of Private Sector members to the LPEDC Board of Directors. Voting shall only be by the named Private Investor or by the Designee of Record for a Public Investor. Members may not vote by proxy.

6.4 Good Standing

“Good Standing” shall be defined as those members who are not delinquent in their commitment to the Corporation on or before July 1st of each year. LPEDC Board of Directors shall certify those members as eligible to vote prior to March 15th.

ARTICLE VII

7.1 Officers of the LPEDC

The Officers of LPEDC shall consist of the Chair, Vice Chair, Secretary and Treasurer. No Public Sector member shall hold the office of Chair, Vice Chair, Secretary or Treasurer.

7.2 Election and Term of Office

The Chair, Vice Chair, Secretary and Treasurer of LPEDC shall be elected by the Board at the next scheduled Board Meeting following the Annual Meeting. Officers shall serve terms of one (1) year each or until their successors are elected and qualified.

7.3 Chair of the Board

The Chair of the LPEDC Board shall preside at all meetings of the Board. The Chair shall vote only in case of a tie.

7.4 Vice Chair

The Vice Chair in the absence of the Chair shall assume all duties of that office and, upon the death, resignation, or removal of the Chair, the Vice Chair shall assume duties until a new Chair has been elected.

7.5 Secretary

The Secretary shall review and sign the minutes of all meetings and generally oversee the records, and shall perform such other duties as may be assigned by the Chair.

7.6 Treasurer

The Treasurer shall oversee the accounting activities performed by Staff and report the financial condition of LPEDC to the Board at each Regular Meeting.

ARTICLE VIII

COMMITTEES

8.1 Committees

The Board of Directors may designate one or more ad hoc committees, each of which will consist of at least one committee chair and two or more committee members. Committee members may be members

of the Board of Directors, members of the corporation, or other interested individuals. The chair of the committee will be appointed by the LPEDC Chair who will act with the Board's approval. After consultation with the committee chair, the LPEDC Chair will appoint committee members. The studies, findings, and recommendations of all committees will be reported to the Board of Directors for consultation and action, except as otherwise ordered by the Board of Directors. Committees may adopt such rules for the conduct of business as are appropriate and as are not inconsistent with these Bylaws, the Articles of Incorporation, or state law.

ARTICLE IX

COMPENSATION

- 9.1 No Director or Officer other than the Chief Executive Officer (CEO) of the Corporation shall be entitled to any compensation. However, LPEDC may reimburse reasonable out-of-pocket expenses of its Officers and/or Directors in the performance of duties, if such expenses are approved by the Board of Directors.

ARTICLE X

AMENDMENT OF BYLAWS

- 10.1 Bylaws of the Corporation

Amendments to these Bylaws may be adopted by the Board of Directors at any Regular Board of Directors Meeting. A resolution adopting the proposed amendment must receive approval by a three-fourths (3/4) vote of the entire Board of Directors.

- 10.2 Articles of Incorporation

Amendments to the Articles of Incorporation may be adopted by the Board of Directors at any Board of Directors Meeting. A resolution adopting the proposed amendment must receive approval by a three-fourths (3/4) vote of the Board of Directors.

ARTICLE XI

CONFLICTS OF INTEREST²

- 11.1 Definitions

A. Members

Only for the purpose of this Article IX, Conflicts of Interest, "La Paz Economic Development Corporation" means and includes all Private Investors of LPEDC, Officers and employees of LPEDC, and their relatives.

B. Relatives

² Article XI added April 20, 2011 by Resolution 2011-017

“RELATIVE” means the spouse, child, grandchild, parent, grandparent, brother, or sister, of the whole or half blood, and their spouses.

C. Conflict of Interest

“CONFLICT OF INTEREST” occurs when the board member, employee or designated agent of LPEDC, partners of such individuals, or a relative has a financial or other interest in the matter being considered.

11.2 Specific Guidelines

- A. No LPEDC Investor shall participate in the decision-making process on any matter in which such LPEDC Investor has a Conflict of Interest, pursuant to State law.
- B. Upon learning that a LPEDC Investor (or a Committee thereof) is involved in a matter in which LPEDC Investor has a Conflict of Interest, such LPEDC Investor shall notify the Chair of LPEDC, or the Chief Executive Officer (CEO), of such interest and shall immediately withdraw from any further communication or discussion with the President or other Officer or employee of LPEDC Investor with respect thereto.
- C. No LPEDC Investor shall use his or her position as an Investor, Officer, Employee, or Committee Member of LPEDC to gain access to information or influence the decision-making process of either LPEDC Investor or any governmental body or agency in connection with any LPEDC matter in which such LPEDC Investor has a Conflict of Interest.
- D. Upon receipt of notice from a LPEDC Investor that such LPEDC Investor has a Conflict of Interest in a matter in which LPEDC Investor is involved, the Chair shall remove such LPEDC Investor from any discussion and not furnish or provide him or her with the information pertaining to that matter which is furnished to the other LPEDC Investors except to the extent that such information is generally available to the public at large.

11.3 Enforcement

A determination by a two-thirds (2/3) vote of the full Board of Directors of LPEDC, that a LPEDC Investor has willfully violated any of the guidelines set forth herein, shall result in the removal of such LPEDC Investors from all further involvement with LPEDC.

Any Investor so accused shall be entitled to a hearing before the Board of Directors (prior to any vote by the Board) on their expulsion from the Corporation. Any Investor so punitively adjudged, shall be prohibited from membership in the Corporation until such time that the Board, by a like vote, shall remove such prohibition and expulsion.

11.4 Interpretation

A LPEDC Investor who may have a Conflict of Interest in a LPEDC matter may disclose the potential Conflict of Interest to the Chair and/or counsel to LPEDC for an interpretation of this Conflict of Interest policy.

ARTICLE XII

CONFIDENTIALITY

- 12.1 All negotiations, contracts, proposals, or submissions to or from the LPEDC shall remain strictly confidential.
- 12.2 The Board of Directors of the LPEDC shall make all determinations on a need-to-know basis as to the dissemination of information to persons other than the Board of Directors. Any discussion by the Board of Directors that may involve confidential information shall be pursued in an Executive Session of the Board.

ARTICLE XIII

MISCELLANEOUS

13.1 Contract, etc...

Except as otherwise provided by law or these Bylaws, such Officer or Officers, employee or employees, or agent or agents of the LPEDC as shall be specified by the Board may sign, in the name and on behalf of LPEDC, all deeds, bonds, contracts, leases, and other instruments or documents, the execution of which shall be authorized by the Board, and such authority may be general or confined to specific instances.

13.2 Checks, Drafts, etc...

All checks, drafts, notes, bonds, bills of exchange, or other orders, instruments, or obligations for the payment of money shall be signed and countersigned by such Officer or Officers, employee or employees, or agency or agents of LPEDC as shall be specified by the Board.

13.3 Notice and Waivers Thereof

Whenever any notice to a Director or Officer is required by the Bylaws, by the Articles of Incorporation, or by any law, such notice, except as otherwise provided by law, may be given personally by email, fax or in writing by mail addressed to such Director or Officer at his or her place of business, if any, or at such address as appears in the records of LPEDC as the home address of the Director or Officer. Any notice given by mail shall be deemed to have been given when it shall have been deposited, with the proper postage, in a post office, in a regularly maintained letter box, or with a postal carrier to the postmarked date. A waiver of such notice in writing, signed by the person entitled to such notice, whether before or after the time of the action for which such notice is required, shall be deemed the equivalent thereof, and the presence without objection at any meeting of any person entitled to notice thereof shall be deemed a waiver of such notice as to such person.

13.4 Interested Directors

In the absence of fraud, no contract or transaction between LPEDC and a Director or any other corporation or entity in which such Director is a Director or Officer, or is financially interested, shall be

void or avoidable for this reason alone or by reason that the Director was present at a meeting of the Board which approved such contract or transaction, provided that the fact of such common Directorship, Officership, or financial or other interest is disclosed or known to the Board, and that the Board approves such transaction or contract by a vote sufficient for such purpose without the vote of such interested Director. Such Director may, however, be counted in determining the presence of a quorum at such meeting.

13.5 Limitation of Liability and Indemnity

A. Liability

No person shall be liable to LPEDC for any loss or damage suffered by it on account of any action taken or not taken by him or her as an Officer, Director, employee, or agent of LPEDC if such person:

- (1) exercised and used the same degree of care and skill as a prudent person would have exercised and used under the circumstances and in the conduct of his or her own affairs, or
- (2) took or failed to take such action in reliance upon advice of counsel for LPEDC or upon statements made or confirmation furnished by Officers or employees of LPEDC which he or she had reasonable grounds to believe. The foregoing shall not be exclusive of other rights and defenses to which he or she may be entitled as a matter of law.

B. Indemnity

Each Officer and Director, whether or not then in office, or employee or agent, shall be held harmless and indemnified by LPEDC against all claims and liabilities and all expenses reasonably incurred or imposed upon him and her in connection with or resulting from any action, suit, or proceeding, civil or criminal, or the settlement or compromise thereof, to which he or she may be made party by reason of any action taken or failed to be taken by him or her as a Director of LPEDC in good faith, if such person, in the opinion of a court or of the Board of Directors,

- (1) exercised and used the same degree of care and skill as a prudent person would have exercised and used under the circumstances in the conduct of his or her own affairs, or
- (2) acted upon advice of counsel for LPEDC or upon statements made or information furnished by Officers or employees of LPEDC which he or she had reasonable grounds to believe.

C. Insurance

The Corporation shall purchase and maintain insurance on behalf of, or insure or cause to be insured, any person who was or is a Director, Officer, employee, or agent against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of such status, whether or not the Corporation would have the power to indemnify him or her as provided by Arizona State Law.

13.6 Books and Records

- A. Fiscal Year shall commence on July 1st of each calendar year.
- B. LPEDC shall keep complete books and records of account, shall keep minutes of the proceedings of its Board, and shall keep a record giving the names and addresses of the Directors entitled to vote, at its principle office of business.
- C. Within ninety (90) days following the close of the fiscal year, the Board of Directors shall have conducted an annual audit of the preceding year's financial activities.
- D. Each year, at the annual Meeting, an annual report shall be made to the General Membership, which shall include a statement of financial condition and a summary of the activities or compilation of the proceeding year's financial activities.

Revision Summary

Adopted (Excluding Article XI, Conflict of Interest) August 11, 2010.

Amended April 20, 2011 by Resolution 2011-017

Paragraph 4.3: Replaced blank with 25%

Added Article XI, Conflict of Interest

**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.

- (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”

TOWN OF QUARTZSITE, an Arizona
municipal corporation

Skylor Miller
Town Manager

ATTEST:

Tina Abriani, Town Clerk

“LPEDC”

LA PAZ ECONOMIC DEVELOPMENT
CORPORATION, an Arizona nonprofit
corporation

Skip Becker, President/CEO
Board of Directors

APPROVED AS TO FORM:

_____, Town Attorney