

COUNCIL MEETING AGENDA

TUESDAY, MAY 10, 2016

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	
	<p style="text-align: center;">INVOCATION AND PLEDGE OF ALLEGIANCE</p> <p><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></p>	
	ROLL CALL	
	<p>CALL TO THE PUBLIC AND 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></p>	

	ANNOUNCEMENTS	
	PRESENTATIONS; PROCLAMATIONS	
1.	PROCLAMATION – Older Americans Month May 2016.	
2.	PROCLAMATION – Mental Health Month May 2016.	
	CONSENT AGENDA <i>All items listed below are considered consent calendar items and may be approved by a single motion unless removed at the request of Council for further discussion/action. Other items on the agenda may be added to the consent calendar and approved under a single motion.</i>	
3.	LEDGER OF ACCOUNTS PAID – Consider approval of check series 40181 - 40214 totaling \$53,092.82.	Discussion; possible action by MOTION; may be acted upon with single motion.
	ADMINISTRATIVE ITEMS <i>Administrative items are for Council discussion and action. It is at the discretion of the majority of the Council regarding public input requests on any Administrative Item. Persons wishing to speak on an Administrative Item should complete a Request to Speak Form and indicate the Item they wish to address. Council may or may not accept public comment.</i>	
4.	MINUTES – Consider approval of the minutes of the Regular Town Council Meeting of April 26, 2016.	Discussion; possible action by MOTION.
5.	IGA WITH LA PAZ COUNTY FOR 2016 ELECTIONS – Consider approval of an Intergovernmental Agreement (IGA) between La Paz County and the Town of Quartzsite for the Primary Election to be held August 30, 2016 and the General Election to be held on November 8, 2016.	Discussion; possible action by MOTION.

6.	SCHEDULING A BUDGET WORK SESSION – Discussion to set date and time for a Council Work Session for review of the upcoming budget.	Discussion.
7.	INDEPENDENCE DAY FIRE WORKS DISPLAY – Discussion of coordination of the event with the Fire Department and vendor.	Discussion.
8.	EXECUTIVE SESSION <ul style="list-style-type: none"> • Executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion and consideration of assignments and evaluation of Town Manager Skylor Miller. • 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 a contract that is the subject of negotiations with Desert Gardens, LLC regarding utility infrastructure improvements and requested reimbursement. 	
	RETURN TO OPEN SESSION	
9.	TOWN MANAGER REVIEW – Discussion and possible action concerning the evaluation of the Town Manager, and to direct the Town Manager regarding the Council’s current goals.	Discussion; possible action by MOTION.
	COMMUNICATIONS	
10.	Reports from the MAYOR on current events.	
11.	Reports from the COUNCIL on current events.	
12.	Reports from the TOWN MANAGER to the Council.	
	ADJOURN	MOTION to adjourn.

PERSONS WITH A DISABILITY MAY REQUEST A REASONABLE ACCOMMODATION BY CONTACTING THE TOWN CLERK’S OFFICE AT 928-927-4333. REQUESTS SHOULD BE MADE 24 HOURS IN ADVANCE PLEASE, OR AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE ACCOMMODATION.

COUNCIL MAY NOT ACT ON ITEMS NOT ON THE AGENDA

Certification of Posting

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following locations: Quartzsite Town Hall, 465 N. Plymouth Ave, Quartzsite, AZ, U.S. Post Office, 80 W. Main Street, Quartzsite, AZ and The Senior Center, 40 Moon Mountain Ave, Quartzsite, AZ, on the ____ day of _____, 2016, at ___ a.m./p.m. in accordance with the statement filed by the Town of Quartzsite with the Town Clerk, Town of Quartzsite.

By: _____, Town Clerk's Office

QUARTZSITE PUBLIC LIBRARY
Statistical Report April, 2016

Total Number of Patrons

	3,125
<hr/>	
Adult Fiction	516
Adult Non Fiction	141
Paperbacks	222
Large Print	224
E-Books	2,228
Arizona Books	27
Foreign Language	2
ILL Sent to other Libraries	10
ILL Received from other Libraries	0
TOTAL ADULT BOOKS	3,146
<hr/>	
Young Adult Fiction	21
Young Adult Non-Fiction	1
Young Adult Paperback	0
Juvenile Fiction	18
Juvenile Non-Fiction	1
Juvenile Paperback	1
Graphic Novel	0
<hr/>	
MISCELLANEOUS	
Puzzles	10
DVD	783
VHS	74
CD Audio	81
Audio Cassettes	13
TOTAL CIRCULATION	4,149
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Computer Questions	226
Reference Questions	190
Information	153
Kids Computer Use	25
Computer Use	535
Caregivers Use	12
Wireless Usage	409
New Patrons Registered	26
Meeting Room Use	30
Donations	416
Magazines	53
Volunteers	23 hrs
After School Program	320

Shop
 One Copy/One User & Metered Access

One Copy/One User & Metered Access
 Search ...
 Periodicals
 Title Author ISBN Everything
 Cost Per Circ
 Simultaneous Use
 Self-Published
 Automate Carts (*OverDrive Insights*)
 Purchase Content Credit
 Switch to Curate

Insights
 Dashboard (Beta)
 Reports

Admin No pinned carts
 CARTS + Create ca
 VIEW
 Marketplace settings
 Marketplace users
 Library site admin
 Weed Collection
 Local content
 MARC records

Library statistics

Website Standard and mobile

From 4/1/2016 through 4/30/2016

Unique users with checkouts: 517

Checkouts

Format	All checkouts
Audiobook	496
eBook	1,732
Total	2,228

Holds

Format
Audiobook
eBook
Total

Circulation Statistics By Item Report Class : 04/01/2016 to 04/30/2016

Item Report Class	Checked In	Checked Out	Renewed	In-House Use	Booked
000 - 099	0	0	0	0	0
100 - 199	4	8	2	1	0
200 - 299	5	5	1	0	0
300 - 399	30	23	7	0	0
400 - 499	1	1	0	0	0
500 - 599	11	8	2	9	0
600 - 699	26	17	21	10	0
700 - 799	24	20	30	5	0
800 - 899	4	4	2	0	0
900 - 999	32	35	2	6	0
ADV	1	1	0	0	0
Aud	13	13	13	55	0
AZ	23	18	2	4	0
AZ NF	4	2	1	0	0
AZ R	0	0	0	0	0
BC	1	0	0	0	0
Biography	1	0	0	0	0
CD ROM	0	0	0	0	0
CD/AUD	81	58	12	21	0
Christian Fiction	54	42	23	2	0
DVD	783	795	58	72	0
Easy Book	7	3	3	2	0
eBook	0	0	0	0	0
Fiction	273	249	44	19	0
Fiction Large Print	138	89	20	17	0
Fiction Paperback	45	41	6	3	0
French	0	0	0	0	0
Graphic Novel	0	0	0	0	0
J Fiction	11	6	2	11	0
J Non-Fiction	1	1	0	3	0
J PBK	1	0	0	1	0
J Spanish	0	0	0	0	0
Jigsaw puzzle	10	9	5	7	0
L	0	0	0	0	0
Large Print Non-Fiction	1	1	0	0	0
Magazine	0	0	0	0	0
Mystery	141	130	13	10	0
Mystery Large Print	55	37	7	3	0
Mystery Paperback	55	44	8	35	0
Native American	0	0	0	0	0
PHA	0	0	0	0	0
Reference	0	1	0	0	0
Romance	0	0	0	0	0
Romance Paperback	34	23	6	4	0
Science Fiction	3	5	0	2	0
Science Fiction Paperback	13	13	5	1	0
Spanish	2	0	4	0	0
Undefined	15	14	2	5	0
VHS	74	63	4	10	0
Western	6	8	1	1	0
Western Large Print	31	17	2	1	0
Western Paperback	74	59	5	12	0
YA Fiction	21	22	1	13	0
YA Non-Fiction	1	1	0	0	0
YA Paperback	0	0	0	0	0
Total	2110	1886	314	345	0

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

MONTH: APRIL 2016

ACCOUNT#	ACCOUNT DESCRIPTION	TOTAL
01-2211	BONDS PAYABLE	0
01-2212	MAGISTRATE PAYABLE	\$4,365.68
01-4410	MUNICIPAL FINES REVENUE	\$3,642.48
21-4420	LOCAL JCEF REVENUE	\$94.70
42-4044	COURT ENHANCEMENT	\$291.67
39-4027	LAW ENFORCEMENT REVENUE	\$58.45
01-4105	PUBLIC SAFETY RECOVERY FUND	\$127.76
TOTAL		\$8,580.74

Magistrate:

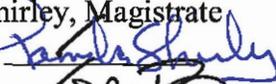
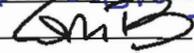
Preparer:




MAGISTRATE ACTIVITY REPORT

MONTH OF APRIL 2016

	Prior Month	Current Month
Civil Traffic Action Filed	29	18
Criminal Traffic Action Filed	13	2
Misdemeanor Cases Filed	17	15
Initial Appearances Handled	24	18
Trials and Pre-Trials Held	44	23
Civil Traffic Closings	44	35
Criminal Traffic Closings	13	2
Misdemeanor Cases Closed	21	12
Warrants Issued	26	29
Warrants Closed	9	7
Harassment or Orders of Protection	0	2
Search Warrants	0	0
Revenue generated by Court	\$5,902.33	\$4,365.68
Total Collected	\$11,913.06	\$8,580.74

Pamela Shirley, Magistrate
 Signature: 
 Preparer: 

OLDER AMERICANS MONTH



TOWN OF QUARTZSITE COMMON COUNCIL PROCLAMATION

OLDER AMERICANS MONTH MAY 2016

Whereas, the Town of Quartzsite includes a thriving community of older Americans who deserve recognition for their contributions and sacrifices to ensure a better life for future generations; and

Whereas, the Town of Quartzsite is committed to helping all individuals live longer, healthier lives in the communities of their choice for as long as possible; and

Whereas, since 1965, the Older Americans Act has provided services that help older adults remain healthy and independent by complementing existing medical and health care systems, helping prevent hospital readmissions, and supporting some of life's most basic functions, such as bathing or preparing meals; and

Whereas, these programs also support family caregivers, address issues of exploitation, neglect and abuse of older adults, and adapt services to the needs of Native American elders; and

Whereas, we recognize the value of community engagement and service in helping older adults remain healthy and active while giving back to others; and

Whereas, our community can provide opportunities to enrich the lives of individuals of all ages by:

- *Promoting and engaging in activity, wellness, and social inclusion.*
- *Emphasizing home- and community-based services that support independent living.*
- *Ensuring community members of all ages benefit from the contributions and experience of older adults.*

Now therefore, we, the Common Council of Quartzsite, AZ, do hereby proclaim May 2016 to be Older Americans Month. We urge every resident to take time this month to celebrate older adults and the people who serve and support them as powerful and vital individuals who greatly contribute to the community.

Ed Foster, Mayor

Given under my hand in these free United States in the Town of Quartzsite, Arizona, on the 10th day of May in the year Two Thousand Sixteen; and to which I have caused the Seal of the Town of Quartzsite to be affixed and have made this proclamation public.

ATTEST:

Tina M. Abriani, Town Clerk

TOWN OF QUARTZSITE

**OFFICE OF THE MAYOR
A PROCLAMATION**

MENTAL HEALTH MONTH MAY 2016

WHEREAS, mental health is critical for our well-being and vitality as well as that of our families, communities and businesses; and

WHEREAS, the President's New Freedom Commission declared that mental disorders and mental health problems affect people of all backgrounds and all stages of life, and no one is immune; and

WHEREAS, The World Health Organization found that mental illnesses rank first in terms of causing disability in the United States and, collectively, are the most prevalent health problem in America today- more common than cancer and lung and heart disease combined; and

WHEREAS, this year's theme for Mental Health Month is - *Life with a Mental Illness* - calling on individuals to share what life with a mental illness feels like for them in words, pictures and on social media; and

WHEREAS, according to the National Alliance on Mental Health, approximately 1 in 5 adults, nearly 44 million Americans, experience mental health conditions each year, including depression, anxiety, bipolar disorder, schizophrenia, and post-traumatic stress in a given year; and

WHEREAS, one in 10 children in the United States has a serious mental health disorder that, if untreated, can lead to school failure, physical illness, substance abuse and even suicide; and

WHEREAS, sharing is the key to breaking down negative attitudes and misperceptions surrounding mental illnesses, and to show others that they are not alone in their feelings and their symptoms; and

THEREFORE, WE, THE COMMON COUNCIL of the Town of Quartzsite, Arizona, do hereby proclaim May 2016 Mental Health Month in the Town of Quartzsite. As the Mayor, I also call upon all Town of Quartzsite citizens, government agencies, public and private institutions, business and schools to recommit our community to increasing awareness and understanding of mental illness and the need for appropriate and accessible services for all people with mental illnesses and to remember that hope starts with you.

Given under my hand in these free United States in the Town of Quartzsite, La Paz County, Arizona, on the 10th day of May, two thousand sixteen, and to which I have caused the Seal of the Town of Quartzsite to be affixed and have made this proclamation public.

Ed Foster, Mayor

ATTEST:

Tina M. Abriani, Town Clerk



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, May 10, 2016

Agenda Item: **LEDGER OF ACCOUNTS PAID** – Consider approval of check series 40181-40214 totaling \$53,092.82.

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 40181-40214.

Action Requested: **Motion to approve the Ledger of Accounts Paid; check series 40181-40214.**

**Quartzsite Town Council Meeting of
MAY 10, 2016
Check Register/ Revenue/ Consent Agenda**

Horizon Community Bank - Begin Check #40172-40214.

Balances on all cash accounts as of May 6, 2016

Checking Account	\$	4,338,184.55
LGIP Account	\$	700,078.02
WIFA Debt Reserve Account	\$	86,232.07

Total Expensed Dollar Amount for Consent Agenda	\$	123,792.12
Total Payroll for Pay Period Ending 4/23/16	\$	70,699.30
YTD Total Revenue Dollar Amount for Consent Agenda	\$	2,104,717.03
YTD Total Sewer Cap Revenue as of 5/6/16	\$	0
YTD Total Sewer Sales Revenue as of 5/6/16	\$	1,037,388.82
YTD Total Water Cap Revenue as of 5/6/16	\$	4,200.00
YTD Total Water Sales Revenue as of 5/6/16	\$	1,063,128.21

Town of Quartzsite

Payroll Earnings, Benefits & Deductions

Pay Period Dates: 04/10/2016 to 04/23/2016

Employee Earnings \$ 70,699.30

Employee Deduction

Soc Security	\$ 2,821.04
Medicare	\$ 1,030.15
Federal WH	\$ 5,977.18
State WH	\$ 1,624.67
Retirement	\$ 1,145.85
Retirement Loan	\$ 800.59
Police Retirement	\$ 2,383.52
Medical	\$ -
Dental	\$ -
Life/VOL Ins	\$ -
Vision	\$ -
AFLAC	\$ 1,222.07
Misc Deductions	\$ 518.83
Total:	\$ 17,523.90

Payroll Related Checks Series:

40172 - 40174

40175 - 40180

Non-Direct Deposit Employees: 3

Payees Description:

Police Retirement
457 Plan
Profit Sharing Plan
Employee Deduction
Employee Deduction
Employee Deduction

Employee Net Pay \$ 53,175.40

Employee Count: 51

Regular Hours:	2686.96
Overtime Hours:	99.00
GOHS Grant OT:	8.00
Total Number of Hours:	<u>2793.96</u>

Payroll Register Detail & Benefits Register Detail on file in Payroll Folder

Report Criteria:

Report type: GL detail
Check Check Number = 40172-40214

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
40181						
04/28/16	40181	ACC Business	32.10	Phone Services	01-110-5048	32.10
04/28/16	40181	ACC Business	153.89	Phone Services	01-130-5048	153.89
04/28/16	40181	ACC Business	72.73	Phone Services	01-150-5048	72.73
04/28/16	40181	ACC Business	59.21	Phone Services	01-160-5048	59.21
04/28/16	40181	ACC Business	45.78	Phone Services	01-185-5048	45.78
04/28/16	40181	ACC Business	59.21	Phone Services	03-220-5048	59.21
04/28/16	40181	ACC Business	45.73	Phone Services	15-500-5048	45.73
04/28/18	40181	ACC Business	45.73	Phone Services	16-550-5048	45.73
Total 40181:			514.38			
40182						
04/28/16	40182	Aetna Life Insurance Comp	3,220.72	Employee Payroll Deduction	01-000-2208	3,220.72
04/28/16	40182	Aetna Life Insurance Comp	265.20	Employee Medical	01-110-5016	265.20
04/28/16	40182	Aetna Life Insurance Comp	1,090.64	Employee Medical	01-130-5016	1,090.64
04/28/16	40182	Aetna Life Insurance Comp	6,697.44	Employee Medical	01-140-5016	6,697.44
04/28/16	40182	Aetna Life Insurance Comp	309.99	Employee Medical	01-150-5016	309.99
04/28/16	40182	Aetna Life Insurance Comp	443.21	Employee Medical	01-160-5018	443.21
04/28/16	40182	Aetna Life Insurance Comp	208.80	Employee Medical	01-170-5016	208.80
04/28/16	40182	Aetna Life Insurance Comp	283.66	Employee Medical	01-180-5016	283.66
04/28/18	40182	Aetna Life Insurance Comp	665.86	Employee Medical	01-185-5016	665.86
04/28/16	40182	Aetna Life Insurance Comp	3,816.26	Employee Medical	03-220-5016	3,816.26
04/28/16	40182	Aetna Life Insurance Comp	265.93	Employee Medical	01-230-5016	265.93
04/28/16	40182	Aetna Life Insurance Comp	141.83	Employee Medical	01-181-5016	141.83
04/28/18	40182	Aetna Life Insurance Comp	821.20	Employee Medical	15-500-5018	821.20
04/28/16	40182	Aetna Life Insurance Comp	1,412.26	Employee Medical	16-550-5016	1,412.26
Total 40182:			19,643.00			
40183						
04/28/16	40183	AlSCO - Steiner Corp	527.26	Mat/Uniform Cleaning Services - PW	03-220-5035	527.26
04/28/16	40183	AlSCO - Steiner Corp	170.30	Mat Cleaning Services - Admin	01-130-5035	170.30
Total 40183:			697.56			
40184						
04/28/16	40184	DR MyCommerce, Inc.	327.00	"Deep Freeze" Software Renewal - Library	01-170-5051	327.00
Total 40184:			327.00			
40185						
04/28/16	40185	Etherspeak Inc.	11.06	Phone Services	01-110-5048	11.08
04/28/16	40185	Etherspeak Inc.	55.83	Phone Services	01-130-5048	55.83
04/28/16	40185	Etherspeak Inc.	26.00	Phone Services	01-150-5048	26.00
04/28/16	40185	Etherspeak Inc.	21.02	Phone Services	01-160-5048	21.02
04/28/16	40185	Etherspeak Inc.	21.02	Phone Services	01-170-5048	21.02
04/28/16	40185	Etherspeak Inc.	16.04	Phone Services	01-185-5048	16.04
04/28/16	40185	Etherspeak Inc.	21.02	Phone Services	03-220-5048	21.02
04/28/16	40185	Etherspeak Inc.	16.02	Phone Services	15-500-5048	16.02
04/28/16	40185	Etherspeak Inc.	16.04	Phone Services	16-550-5048	16.04

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
Total 40185:			204.05			
40186						
04/28/16	40186	Heinfeld, Meech & Co., P.	190.00	Registration: Govt Accounting Trng - M. Hunt	01-130-5043	190.00
Total 40186:			190.00			
40187						
04/28/16	40187	Herbs Hardware, Inc.	62.97	Mechanic Supplies - PW	03-220-5047	62.97
04/28/16	40187	Herbs Hardware, Inc.	5.87	Building Repair Supplies - Court	01-150-5030	5.87
04/28/16	40187	Herbs Hardware, Inc.	13.24	Janitorial Supplies - WW	15-500-5034	13.24
04/28/16	40187	Herbs Hardware, Inc.	5.90	Building Repair Supplies - Admin	01-130-5030	5.90
04/28/16	40187	Herbs Hardware, Inc.	9.08	Parts & Supplies - Parks	01-180-5022	9.08
04/28/16	40187	Herbs Hardware, Inc.	171.86	Plant Op Supplies - WW	15-500-5050	171.86
04/28/16	40187	Herbs Hardware, Inc.	69.93	Locks - WW	15-500-5060	69.93
04/28/16	40187	Herbs Hardware, Inc.	5.77	Building Repair Supplies - Court	01-150-5030	5.77
04/28/16	40187	Herbs Hardware, Inc.	5.77	Building Repair Supplies - P&Z	01-160-5030	5.77
04/28/16	40187	Herbs Hardware, Inc.	5.77	Building Repair Supplies - Water	16-550-5030	5.77
04/28/16	40187	Herbs Hardware, Inc.	5.79	Building Repair Supplies - WW	15-500-5030	5.79
04/28/16	40187	Herbs Hardware, Inc.	56.52	Plant Op Supplies - Water	16-550-5050	56.52
Total 40187:			418.47			
40188						
04/28/16	40188	Legend Technical Services	243.90	Laboratory Services - WWTP	15-500-5039	243.90
Total 40188:			243.90			
40189						
04/28/16	40189	Lori Brinkerhoff	59.99	Reimburse for Wall Hanging - Court	01-150-5022	59.99
Total 40189:			59.99			
40190						
04/28/16	40190	Metlife	2,136.65	Payroll Payables	01-000-2209	2,136.65
Total 40190:			2,136.65			
40191						
04/28/16	40191	Mindy Hunt	52.00	Per Diem: Govt Accounting Training	01-130-5043	52.00
Total 40191:			52.00			
40192						
04/28/16	40192	Oscar Cruz	78.00	Per Diem: AZ Water Conf - Glendale AZ	16-550-5043	78.00
Total 40192:			78.00			
40193						
04/28/16	40193	Principal Financial Group	723.01	Payroll Payables	01-000-2209	723.01
Total 40193:			723.01			
40194						
04/28/16	40194	Purchase Power	15.82	Postage Refill - Admin	01-130-5042	15.82

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
04/28/16	40194	Purchase Power	6.23	Postage Refill - P&Z	01-160-5042	6.23
04/28/16	40194	Purchase Power	3.36	Postage Refill - Police	01-140-5042	3.36
04/28/16	40194	Purchase Power	.96	Postage Refill - Library	01-170-5042	.96
04/28/16	40194	Purchase Power	10.07	Postage Refill - Magistrate	01-150-5042	10.07
04/28/16	40194	Purchase Power	231.78	Postage Refill - WW	15-500-5042	231.78
04/28/16	40194	Purchase Power	231.78	Postage Refill - Water	16-550-5042	231.78
Total 40194:			500.00			
40195						
04/28/16	40195	Vision Service Plan	366.08	Employee Payroll Deduction - May 2016	01-000-2209	366.08
Total 40195:			366.08			
40196						
04/28/16	40196	APS	116.37	Electric Service	01-180-5048	116.37
04/28/16	40196	APS	822.19	Electric Service	03-220-5048	822.19
04/28/16	40196	APS	495.37	Electric Service	03-220-5049	495.37
04/28/16	40196	APS	3,546.98	Electric Service	15-500-5048	3,546.98
04/28/16	40196	APS	7,204.75	Electric Service	16-550-5048	7,204.75
04/28/16	40196	APS	294.11	Electric Service	03-220-5049	294.11
04/28/16	40196	APS	473.39	Electric Service	01-185-5048	473.39
Total 40196:			12,953.16			
40197						
04/28/16	40197	Newport Group	391.05	Employee Retirement 457	01-130-5035	391.05
04/28/16	40197	Newport Group	45.11	Employee Retirement 401K	01-130-5035	45.11
04/28/16	40197	Newport Group	45.11	Employee Retirement 401K	01-140-5035	45.11
04/28/16	40197	Newport Group	45.11	Employee Retirement 401K	01-150-5035	45.11
04/28/18	40197	Newport Group	45.11	Employee Retirement 401K	01-170-5035	45.11
04/28/18	40197	Newport Group	70.61	Employee Retirement 401K	15-500-5035	70.61
04/28/16	40197	Newport Group	70.62	Employee Retirement 401K	16-550-5035	70.62
04/28/16	40197	Newport Group	70.63	Employee Retirement 401K	03-220-5035	70.63
Total 40197:			783.35			
40198						
05/04/16	40198	ACC Business	59.21	Phone Services	03-220-5048	59.21
05/04/16	40198	ACC Business	45.73	Phone Services	16-550-5048	45.73
05/04/16	40198	ACC Business	32.10	Phone Services	01-110-5048	32.10
05/04/16	40198	ACC Business	153.89	Phone Services	01-130-5048	153.89
05/04/16	40198	ACC Business	72.73	Phone Services	01-150-5048	72.73
05/04/16	40198	ACC Business	59.21	Phone Services	01-160-5048	59.21
05/04/16	40198	ACC Business	45.78	Phone Services	01-185-5048	45.78
05/04/16	40198	ACC Business	45.73	Phone Services	16-550-5048	45.73
Total 40198:			514.38			
40199						
05/04/16	40199	Collier's Corner Flooring S	300.00	Carpet Cleaning - Magistrate	01-150-5035	300.00
Total 40199:			300.00			
40200						
05/04/16	40200	Cyle Johnson Electric	3,151.59	inspected/repalred Lift Pump - WWTP	15-500-5062	3,151.59

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
Total 40200:			3,151.59			
40201						
05/04/16	40201	GovNet, Inc.	1,800.00	Internet Access - Library	01-170-5048	1,800.00
05/04/16	40201	GovNet, Inc.	300.00	Internet Access - Admin	01-130-5048	300.00
05/04/16	40201	GovNet, Inc.	300.00	Internet Access - Police	01-140-5048	300.00
05/04/16	40201	GovNet, Inc.	300.00	Internet Access - PW	03-220-5048	300.00
05/04/16	40201	GovNet, Inc.	150.00	Internet Access - Water	16-550-5048	150.00
05/04/16	40201	GovNet, Inc.	150.00	Internet Access - WW	15-500-5048	150.00
Total 40201:			3,000.00			
40202						
05/04/16	40202	Harold Drake	336.54	Refund: Utility Overpayment	99-000-1075	336.54
Total 40202:			336.54			
40203						
05/04/16	40203	iWorQ Systems	1,500.00	Fleet Mgmt Support - PW	03-220-5051	1,500.00
05/04/16	40203	iWorQ Systems	750.00	Fleet Mgmt Support - WW	15-500-5051	750.00
05/04/16	40203	iWorQ Systems	750.00	Fleet Mgmt Support - Water	16-550-5051	750.00
Total 40203:			3,000.00			
40204						
05/04/16	40204	Jack Pots Portables, Inc.	190.53	Porta Potties for Parks Dept	01-180-5035	190.53
Total 40204:			190.53			
40205						
05/04/16	40205	Jesse Newton	29.05	Reimburse book for welding class - PW	03-220-5043	29.05
Total 40205:			29.05			
40206						
05/04/16	40206	Larry Nielson	38.30	Refund: Utility Overpayment	99-000-1075	38.30
Total 40206:			38.30			
40207						
05/04/16	40207	Legend Technical Services	209.70	Lab Services - WWTP	15-500-5039	209.70
05/04/16	40207	Legend Technical Services	40.00	Laboratory Services - Water	16-550-5039	40.00
05/04/16	40207	Legend Technical Services	499.40	Laboratory Services - Sewer	15-500-5039	499.40
Total 40207:			749.10			
40208						
05/04/16	40208	Road Runner Sanitary Sup	5.62	Janitorial Supplies - Admin	01-130-5034	5.62
05/04/16	40208	Road Runner Sanitary Sup	5.63	Janitorial Supplies - Magistrate	01-150-5034	5.63
05/04/16	40208	Road Runner Sanitary Sup	5.62	Janitorial Supplies - P&Z	01-180-5034	5.62
05/04/16	40208	Road Runner Sanitary Sup	5.62	Janitorial Supplies - Library	01-170-5034	5.62
05/04/16	40208	Road Runner Sanitary Sup	19.46	Janitorial Supplies - PW	03-220-5022	19.46
05/04/16	40208	Road Runner Sanitary Sup	5.62	Janitorial Supplies - WWTP	15-500-5034	5.62
05/04/16	40208	Road Runner Sanitary Sup	5.63	Janitorial Supplies - Water	16-550-5034	5.63
05/04/16	40208	Road Runner Sanitary Sup	29.65	Batteries - PW	03-220-5022	29.65

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount
05/04/16	40208	Road Runner Sanitary Sup	64.58	Janitorial Supplies - PW	03-220-5034	64.58
05/04/16	40208	Road Runner Sanitary Sup	12.38	Janitorial Supplies - Admin	01-130-5034	12.38
05/04/16	40208	Road Runner Sanitary Sup	12.38	Janitorial Supplies - Magistrate	01-150-5034	12.38
05/04/16	40208	Road Runner Sanitary Sup	12.38	Janitorial Supplies - P&Z	01-160-5034	12.38
05/04/16	40208	Road Runner Sanitary Sup	12.39	Janitorial Supplies - Library	01-170-5034	12.39
05/04/16	40208	Road Runner Sanitary Sup	112.00	Janitorial Supplies - PW	03-220-5034	112.00
05/04/16	40208	Road Runner Sanitary Sup	12.39	Janitorial Supplies - WWTP	15-500-5034	12.39
05/04/16	40208	Road Runner Sanitary Sup	12.39	Janitorial Supplies - Water	16-550-5034	12.39
Total 40208:			333.74			
40209						
05/04/16	40209	Sandry Estates	476.74	Refund: Utility Overpayment	99-000-1075	476.74
Total 40209:			476.74			
40210						
05/04/16	40210	Tamco Financial Services	17.57	Phone Services (M&C)	01-110-5048	17.57
05/04/16	40210	Tamco Financial Services	90.01	Phone Services (Admin)	01-130-5048	90.01
05/04/16	40210	Tamco Financial Services	41.95	Phone Services (Court)	01-150-5048	41.95
05/04/16	40210	Tamco Financial Services	33.93	Phone Services (P&Z)	01-160-5048	33.93
05/04/16	40210	Tamco Financial Services	33.93	Phone Services (Library)	01-170-5048	33.93
05/04/16	40210	Tamco Financial Services	25.91	Phone Services (Rec)	01-185-5048	25.91
05/04/16	40210	Tamco Financial Services	33.93	Phone Services (PW)	03-220-5048	33.93
05/04/16	40210	Tamco Financial Services	25.91	Phone Services (WW)	15-500-5048	25.91
05/04/16	40210	Tamco Financial Services	25.61	Phone Services - Water	16-550-5048	25.61
Total 40210:			328.75			
40211						
05/04/16	40211	Tonya Hoogerwerf	36.00	Per Diem: FEMA Trng - T. Hoogerwerf	01-160-5043	36.00
Total 40211:			36.00			
40212						
05/04/16	40212	Trevert McCuaig	30.65	Refund: Utility Overpayment	99-000-1075	30.65
Total 40212:			30.65			
40213						
05/04/16	40213	Tritech Forensics	147.34	Evidence Collection Containers	01-140-5022	147.34
Total 40213:			147.34			
40214						
05/04/16	40214	Yuma Winnelson Co.	438.50	Water Parts Maintenance	16-550-5050	438.50
05/04/16	40214	Yuma Winnelson Co.	101.01	Vac Truck Repair - WW	15-500-5091	101.01
Total 40214:			539.51			
Grand Totals:			53,092.82			

Grand Totals:	<u>53,092.82</u>	<u>53,092.82-</u>	<u>.00</u>
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Report Criteria:

Report type: GL detail

Check.Check Number = 40172-40214

Payroll Check # 40172-40180



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, May 10, 2016

Agenda Item: **MINUTES** – Consider approval of the minutes of the Regular Town Council Meeting of April 26, 2016.

Summary: The Town Clerk shall keep the minutes of all meetings of the Common Council. Upon approval by the Council, the Clerk shall enter the approved minutes in a book constituting the official record of the Council.

Responsible Person: Tina Abriani, Town Clerk

Attachment: Minutes of the Regular Town Council Meeting of April 26, 2016.

Action Requested: **Motion to approve the minutes of the Regular Town Council Meeting April 26, 2016.**

MINUTES
TOWN OF QUARTZSITE
REGULAR MEETING OF THE COMMON COUNCIL
TUESDAY, APRIL 26, 2016, 7:00 PM

CALL TO ORDER: 7:00 p.m.

INVOCATION: None

PLEDGE OF ALLEGIANCE: Led by Council Member Kelley.

ROLL CALL:

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

STAFF PRESENT: Skylor Miller, Town Manager; Trish Stuhan, Town Attorney; and Tina Abriani, Town Clerk

The Mayor announced that someone had asked what the Town Code stated regarding Council Members' repeated absences from Council meetings. The Mayor said there was a portion of the Town Code that addressed that issue. He explained that the Town Code might be in violation because the State of Arizona assigns no penalty that the Council can impose upon a Council Member. The Mayor concluded that Council Member St. Germain would appear at the meeting telephonically which was perfectly within his rights under state law.

CALL TO THE PUBLIC AND COMMUNICATIONS FROM CITIZENS:

Shanana Rain BearCat spoke about the start of the windy season and the need to secure metal and wood pieces that might fly off due to the wind and cause damage.

Monica Timberlake, a Quartzsite resident, and a member of the Park and Recreation Committee, said the Committee had an issue with one of the members that was frequently absent making it difficult to have a quorum for the meetings. Ms. Timberlake said it did not appear as though Town staff were able to reach the absent member. She asked the Council to consider appointing, please, a new member to the Park and Recreation Committee.

ANNOUNCEMENTS:

The Mayor gave thanks and accolades to the youth of the community noting the lack of trouble they have involving law enforcement and noted that the Town can do little to recognize the wonderful youth of the community. He expressed his joy over having the opportunity to recognize them at the meeting.

Council Member Kelley reminded everyone that Thursday, April 28, 2016, was going to be Pay it Forward Day. She said that coupons would be available for pick up. She suggested that people take advantage of the special day by taking someone out to eat, buying someone a cup of coffee, calling someone on the phone to see if they need to go to the grocery store and to remember the shut-ins. She requested that anyone wishing to help someone in this regard, visit Marilyn McFate for more information regarding people that would love to have five minutes of someone's time.

PRESENTATIONS; PROCLAMATIONS:

1. PROCLAMATION – National Arbor Day April 29, 2016.

The Mayor read the National Arbor Day proclamation aloud.

2. PRESENTATION – Duce Minor of PAACE to give presentation of Youth Challenge Award from the Governor's Office of Youth, Faith and Family to JONATHAN DAVID McELWAIN of Quartzsite.

Duce Minor, Executive Director of the Parker Area Alliance for Community Empowerment (PAACE) Coalition, thanked the Mayor for his invitation to make a presentation to the Quartzsite Town Council of the Youth Challenge Award from the Governor's Office of Youth, Faith and Family to Jonathan David McElwain of Quartzsite. This was after the Mayor had seen the presentation at the Law Paz County Board of Supervisor.

Mr. Minor explained that there were two members representing La Paz County in the Arizona Governor's Youth Commission, one being Kyle Valez from Parker High School, and the other was Quartzsite's own Jonathan David McElwain. The Commission had developed a number of initiatives that they wanted to work on during the year, including an idea for a contest to challenge the youth of Arizona, on a county basis, to see who could have the greatest impact on their community through volunteering. La Paz County youth earned first place by a landslide and were invited to the Governor's Office for an ice cream social, at which the Governor spent time answering questions and talking with the youth about their accomplishments. Mr. Minor said that the La Paz County Sheriff's Department provided the transportation for the youth throughout the County. The Governor presented a beautiful vase to the La Paz County youth.

Kudos were given to Jonathan and all the Youth in La Paz County.

Jonathan said the experience with the Governor was very different from anything else he had done. He said the Governor was probably the biggest person in society that he had actually met because the Governor has a huge impact on multiple communities. Jonathan said it was a great experience.

The Mayor thanked Mr. Minor and said that his involvement with the youth of the County was admirable.

3. PROCLAMATION AND PRESENTATION OF CERTIFICATES OF ACHIEVEMENT – Proclamation recognizing Quartzsite’s Denim-N-Dust 4-H Community Club and presentation of Certificates of Achievement to 4-H Members in recognition of their accomplishments and promotion of Quartzsite.

The 4-H Club Denim-N-Dust Proclamation was read aloud by the Mayor.

Every 4-H Member received a certificate and remained to one side of the audience for a group picture. Mayor Foster announced each 4-H Member's name and his or her achievement. Council Member Warner handed out the framed certificates and congratulated each 4-H Member.

Michaela Briggs, William Pearson, Abby Pearson, Madeline Ries, Winter Aris-Van Atti, Grace Miller, Riona Thomas, Annabell Ries, Ethan Wilson, Zander Collier, William Miller, Josiah Wister, Phoenix Turcotte, Kevin Henshaw, Joe Henshaw, Torin Shipley, Cheyanne Sturgis, and Eliza Scharn were the 4-H Members that received a certificate and congratulations.

The Council took pictures with the achievers, and the Mayor said the Town was proud of all the kids in the community and their achievements. He said the Town was happy to recognize them all.

The Mayor said, "Again, congratulations to all the kids, their parents, and the community."

CONSENT AGENDA:

4. LEDGER OF ACCOUNTS PAID – Consider approval of check series 40115 - 40171, totaling \$78,818.01.

Council Member St. Germain removed check number 40166, \$2,388.27 to TDS, from the Consent Agenda.

Vice Mayor Simpson removed check number 40117, \$3,185.11 to Genuine Auto Parts, for questions related to transmissions and a police vehicle.

Council Member Orgeron moved to approve check series 40115 - 40171, less check number 40117 and check number 40166. Council Member Warner seconded the motion. The vote was unanimous. Motion Passed.

Town Manager Miller reviewed check number 40117 stating the check was for various supplies for annual maintenance to vehicles. He further explained that certain vehicles are shared expenses because multiple departments use them, so the cost of the maintenance was allocated out to the various departments. He said there was a transmission for one police vehicle.

The Chief stated that the transmission failed in one of the police vehicles and had to be replaced. He noted that the vehicle was salvaged by replacing the transmission.

Town Manager Miller reviewed check number 40166, a TDS bill. The Mayor asked why the Town was still paying TDS when the Town had new service providers. Town Manager Miller said the transition in IT was not as smooth as he had wished. He explained that the Town received its new broadband service ahead of the phones. He said the old phone system was dependent on TDS and could not be just transferred over to GovNet. He said the Town offices had to hold onto to the TDS accounts longer than anticipated. He said the Town staff had taken that into account and pulled back expenditures accordingly.

The Mayor said that he and Council Member St. Germain wanted to know if this would be the final TDS bill.

Town Manager Miller replied that it would not be the final bill, and the Town would still have some TDS accounts. He explained that the broadband service that the Town has now, GovNet does not extend out to the Town's remote sites, such as the wastewater plant, which will continue to require TDS services.

Council Member Orgeron moved to approve checks 40117 and 40166, and Vice Mayor Simpson seconded the motion. The vote was unanimous. Motion Passed.

ADMINISTRATIVE ITEMS:

- 5. MINUTES – Consider approval of the minutes of the Regular Town Council Meeting of April 12, 2016 and the Special Town Council Meeting of April 19, 2016.**

Council Member Orgeron moved to approve the minutes of the Regular Town Council Meeting of April 12, 2016, and the Special Town Council Meeting of April 19, 2016. Council Member Warner seconded the motion. The vote was unanimous. Motion Passed.

- 6. QUARTERLY FINANCIAL REVIEW (FY16 – Q3) – Council Member Warner will give a Quarterly Financial Review presentation.**

Council Member Warner presented the FY16 Third Quarter Financial Review. The highlights of the review are as follows:

The Town is now in the Fourth Quarter of FY16. The Third Quarter target was 75%. In the past, revenue was lower than expenses. Now, revenue is significantly higher than expenses. The Town has done an excellent job over the last fiscal year.

The HURF debt was reduced by over \$595,000 in the last fiscal year. Expenses for HURF were at 45% of the budget. No HURF money was used to subsidize any other department in FY16. Wastewater revenue was 7% higher than anticipated. Wastewater expenses were at 40% of the budget. Reductions are attributable to such significant factors as the restructuring of the Public Works Department, goal setting, and raised rates. NOTE: The Town is seeking to create and maintain a culture of fiscal responsibility and transparency.

The Mayor applauded a good job.

Town Manager Miller announced that this is the first time since before 2011 that all four major funds, General Fund, Water, Wastewater, and HURF, are 'in the black.'

Vice Mayor Simpson said it really helped that a Council Member could provide reports to keep track of the budget quarter by quarter.

7. PARK & RECREATION CHANGES – Discussion regarding possible changes to Town Park and Recreation Rules.

Town Manager Miller said he would be discussing some recommended changes to the Park Rules from the Park and Recreation Committee with the Town Attorneys.

The Mayor directed staff to work with the Town Attorneys to make Town Code changes for the Council's review and possible adoption.

8. INDEPENDENCE DAY FIRE WORKS DISPLAY – Discussion of coordination of the event with the Fire Department and vendor.

Town Manager Miller said the Town's Fire Department informed him that they could not staff this year's fireworks event. He said he would contact Lantis Fireworks for pricing for July's fireworks display.

Town Manager Miller said the Town pays \$5,000 a year just for the purchase of the fireworks themselves.

The Mayor asked if there was any possibility to get someone from Public Works to become licensed to do the fireworks show.

Council Member Orgeron asked if Town Manager Miller checked into the pricing and availability of other fireworks vendors.

Town Manager Miller said he would do some research, talk to the Fire Department, and look into the cost to train someone. He said he would report back to the Council at the next meeting.

9. **EXECUTIVE SESSION - Executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion and consultation with the Town Attorney in order to consider the Town's position and instruct the Town Attorney regarding an amendment to the Employment Agreement with Chief of Police Hiram Ernest Renfro that is the subject of negotiations and regarding a contract with the Central Arizona Water Conservation District related to the Town's Central Arizona Project Colorado River entitlement; and pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consideration of assignments and evaluation of Town Manager Skylor Miller.**

Council Member Orgeron moved to adjourn to Executive Session, and Council Member Warner seconded the motion. The vote was unanimous. Motion Passed.

ADJOURN TO EXECUTIVE SESSION: 7:54 p.m.

RETURN TO OPEN SESSION: 8:50 p.m.

Mayor Foster called the meeting to order.

ROLL CALL:

Present: Mayor Foster, Vice Mayor Simpson, Council Member Kelley, Council Member Warner, Council Member Orgeron, Council Member Davidson, and Council Member St. Germain appeared by phone.

10. **EMPLOYMENT AGREEMENT WITH CHIEF OF POLICE HIRAM ERNEST RENFRO – Consider approval of an Amendment to the Employment Agreement with Chief of Police Hiram Ernest Renfro.**

Council Member Orgeron moved to rescind the acceptance of the resignation from Chief Renfro, and Vice Mayor Simpson seconded the motion. The vote was unanimous. Motion Passed.

Council Member Orgeron moved to approve the amendment to the employment agreement with the Chief of Police Ernest Renfro, and Council Member Warner seconded the motion. The vote was unanimous. Motion Passed.

COMMUNICATIONS:

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

The Mayor reported that the Town did make progress in making McDonald's restaurant a clean and safe place to visit.

12. Reports from the COUNCIL on current events.

Council Member Kelley said, "Just, Pay it Forward." She said the coupons would be available at both chambers as well as the Senior Center.

13. Reports from the TOWN MANAGER to the Council.

Town Manager Miller said there would be an open house on May 9, 2016, at the Community Center to discuss planning areas for General Plan amendments with the Planning & Zoning Commission. He said the notice for the open house would be legally posted in the three local posting locations, on the Town website, and on Facebook. He explained that the Town is looking for public participation to provide input regarding where the Town should begin to grow and to effect positive change to the General Plan.

Town Manager Miller announced an invitation to public participation as part of the pursuit of Community Development Block Grant funding. He said that notice would be published in the paper along with community postings, a listing on the Town website and Facebook.

The Mayor asked Town Manager Miller to inform every one of the state of negotiations with the hotel.

Town Manager Miller replied that he was not sure how the developer would look upon releasing information yet. Town Manager Miller stated, for the time being, that he was working with a developer on building a full service hotel of a recognizable brand in Town. Town Manager Miller said the planning of the project had been ongoing. He said the zoning is in place, and the site is ready. Town Manager Miller also said that the developer claimed that the project has ADEQ approval. He noted there had not been an application for building permits yet, but that he would update the Council and the community as soon as he was able to do so.

Vice Mayor Simpson asked for an update on the Moon Mountain construction.

Town Manager Miller responded that as of Friday the work was on schedule. He said paving would begin soon. He said that the Director of Public Works, Emmett Brinkerhoff, would publish a schedule for the work soon.

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

ADJOURNMENT: 8:57 p.m.

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of April 26, 2016, of the Town Council of Quartzsite, Arizona, held on April 26, 2016.

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

DATED this 10th day of May 2016

Tina M. Abriani, Town Clerk

On behalf of the Common Council

Approved:

Ed Foster, Mayor

DRAFT



TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING

Tuesday, May 10, 2016

Agenda Item **IGA WITH LA PAZ COUNTY FOR 2016 ELECTIONS**

Consider approval of an Intergovernmental Agreement (IGA) between La Paz County and the Town of Quartzsite for the Primary Election to be held August 30, 2016 and the General Election to be held on November 8, 2016.

Summary: Under the proposed Intergovernmental Agreement, the County will provide election services, in compliance with applicable federal and state laws. The election dates for the Town of Quartzsite will be August 30, 2016 and November 8, 2016.

Responsible Person: Skylor Miller, Town Manager

Attachment: Intergovernmental Agreement between La Paz County and Town of Quartzsite for the Town's 2016 elections.

Action Requested: Motion to approve an Intergovernmental Agreement with La Paz County for the Town of Quartzsite 2016 elections.



RECEIVED
Town of Quartzsite

APR 25 2016
TA
TOWN CLERK
OFFICE

La Paz County Elections Department

1108 Joshua Avenue, Parker, Arizona 85344
(928) 669-6149 TDD (928) 669-8400 Fax (928) 669-9709

April 20, 2016

Ms. Tina M. Abriani, Town Clerk
Town of Quartzsite
PO Box 2812
Quartzsite, AZ 85346

Dear Ms. Abriani:

Please find enclosed two original Intergovernmental Agreements approved by the Board of Supervisors at their April 18, 2016, Regular Meeting.

The IGA relates to the 2016 Primary Election for August 30, 2016 and the General Election for November 8, 2016.

Upon approval by the Quartzsite Town Council, please have signatures affixed to each and return one original to me so that I can have the IGA recorded by the County Recorder. The second original is for your records.

Should you have any questions regarding this matter, please feel free to contact me.

Sincerely,

Kevin S. Scholl
Elections Director

Enclosure

APR 25 2016
1X
TOWN CLERK
OFFICE

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

WITNESSETH

WHEREAS, TOWN is authorized by A.R.S. §9-101 et seq., A.R.S. Title 16 and the Town Code of the Town of Parker to hold elections for Town offices and on Town questions; and

WHEREAS, TOWN has requested that COUNTY provide election services for Town elections for offices/questions; and

WHEREAS, COUNTY is authorized pursuant to A.R.S. § 11-251(3) and A.R.S. Title 16 to conduct elections; and

WHEREAS, COUNTY has personnel able to undertake and provide election services; and

WHEREAS, TOWN and COUNTY have determined that the use of the services of the La Paz County Elections Department to conduct Town elections for Town offices/questions is in the public interest, and COUNTY has agreed to provide such services.

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

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

1) Services. This Agreement pertains to TOWN elections to be held August 30, 2016, and on November 8, 2016. Election services will be provided by COUNTY by workers fully capable, competent, and certified and licensed, as required under applicable law, to provide these services.

2) Services to be performed by the County Elections Department. COUNTY agrees to:

- A. Conduct the election in compliance with applicable federal and state law.
- B. Provide optical scan ballots to be used in each precinct which will allow qualified electors to vote for the TOWN offices / questions.
- C. Provide all machines, signs and related material necessary to conduct an election.
- D. Provide for polling locations in which to conduct elections.

E. Coordinate with the County Recorder to provide for the necessary Precinct Signature Rosters, Voter Lists, Mailing Labels, Early and Provisional Ballot services.

F. Provide copies of the precinct registers of qualified elector for precincts, identifying appropriate districts within the precincts. Said registers shall be prepared by the County Recorder from Voter Registration records of the County Recorder.

G. Cause the precinct election boards to utilize the copies of precinct registers, for the purpose of identifying the electors qualified to vote.

H. Prepare materials and recruit and instruct the Election Boards appointed by the Board of Supervisors.

I. Prepare and deliver to the County Recorder Early Ballots for use in said election; process and tabulate said ballots upon return from COUNTY Recorder.

J. Process all Provisional and Conditional Provisional Ballots and refer same to the County Recorder; tabulate Provisional and Conditional Provisional Ballots verified by the County Recorder.

K. Tally official results of the election, utilizing Optical Scan Tabulating equipment.

L. Provide a certified copy of the Official Election Returns to the TOWN.

M. Issue warrants to precinct workers and Special Boards pursuant to the pay scale of the County Elections Department.

N. Provide such other services as are legally required or appropriate for the proper conduct of a TOWN election as mutually agreed to by authorized representatives of the COUNTY and the TOWN.

3) Services to be performed by the County Recorder. The County Recorder agrees to:

A. Prepare signature rosters and precinct registers.

B. Prepare voter lists.

C. Prepare and issue Early Ballots to voters, in office, and by mail. Prepare Early Ballot lists. Transport Early Ballots to the Early Ballot Board.

D. Verify Provisional Ballots, and submit results to the Election Board.

E. Prepare materials for, recruit, and instruct Special Board(s) for voting housebound voters needing special assistance.

F. Verify nomination petition(s) in the event that it is lawfully challenged. The obligation arises only if the COUNTY is so directed by the Court.

4) Obligations of TOWN. The TOWN agrees to:

A. Provide COUNTY with a written request for the COUNTY to conduct the election(s) on behalf of the TOWN.

B. Provide COUNTY with offices/questions along with the terms of those offices to appear on the official ballot for the election.

C. Provide nominating petitions and related information to the prospective candidates for the TOWN offices to be filed for purposes of Primary and General Elections.

D. Provide a certified list of candidates to the COUNTY.

E. Be responsible for all required published and / or posted notices concerning TOWN election in both English and Spanish.

F. Pay to the COUNTY, on a reimbursable basis, all costs of personnel, election materials and supplies expended by the COUNTY pursuant to this Agreement.

G. Should the election(s) covered by this Agreement be challenged or questioned for any reason whatsoever, then in such event the TOWN shall be solely responsible for defending, legally or otherwise, said election(s).

5) Term. Said services shall be provided by COUNTY until such time as all matters connected with the said election(s) are concluded, legal or other challenges excepted. Notwithstanding the foregoing, either Party may terminate this Agreement during its original term or any extension thereof at any time upon giving thirty (30) days prior written notice to the other.

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

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

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

9) Indemnification.

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

9.2. Notwithstanding anything to the contrary herein contained, to the extent permitted by law including the budget law, the TOWN further agrees to indemnify, to defend and to hold harmless COUNTY, its officers, employees and agents from any and all actions, causes of action, claims, demands, costs, expenses and attorneys fees related to any and all damage or loss to any of the electronic ballot tallying equipment or other COUNTY property which may occur due to the fault or negligence of any person other than the COUNTY or its employees. The value of the electronic ballot tallying system is hereby agreed to be the current market value of similar equipment.

10) Insurance.

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

10.2 Workers' Compensation Insurance. All Parties to the Agreement agree that they are not joint employers for the purpose of workers' compensation coverage. To the extent that employees of one Party performs duties on behalf of another Party under this Agreement, such employee shall be deemed to be an "employee" of both public agencies while performing such duty pursuant to this Agreement solely for the purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits which may accrue. Each Party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under

such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

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

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

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

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

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

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

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

A. Town of Quartzsite:

Notice to: Town of Quartzsite
465 N. Plymouth Avenue
P.O. Box 2812
Quartzsite, AZ 85346
Facsimile: (928) 927-4400
Attn: Clerk

With copy to: Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
501 E. Thomas Rd.

Phoenix, AZ 85012
Facsimile: (602) 393-1703
Attn: Susan Goodwin, Esq.

B. La Paz County:

Notice to: La Paz County Elections Director
1108 Joshua Avenue
Parker, AZ 85344
Facsimile: (928) 669-9709

La Paz County Recorder
1112 Joshua Avenue, Suite 201
Parker, AZ 85344
Facsimile: (928) 669-5638

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

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

18) Appropriation. TOWN represents that it will appropriate sufficient funds in its FY 2016-2017 budget to discharge the funding obligation imposed by this Agreement.

19) E-verify, Records and Audits. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either Party under the terms of this Agreement. The Parties each retain the legal right to randomly inspect the papers and records of the other Party and the other Parties' subcontractors who work under this Agreement to ensure that the other Party and its subcontractors are complying with the above-mentioned warranty. The

Parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other Parties. The Parties and their respective subcontractors shall cooperate with the other Parties' random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

20) Miscellaneous.

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

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

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

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

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

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

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

20.8 Responsibility. Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or

property arising out of acts of omissions by its officers, agents or employees acting in the course or scope of their employment while performing duties undertaken pursuant to this Agreement.

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

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

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

"COUNTY"

"TOWN"

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

TOWN OF QUARTZSITE, an Arizona municipal corporation

By: Holly Irwin
Holly Irwin

By: _____
Ed Foster

Its: Chairman

Its: Mayor

Date: 4-18-2014

Date: _____

ATTEST:
By: [Signature]
Dan Field

ATTEST:
By: _____
Tina Abriani

Its: Clerk of the Board

Its: Town Clerk

COUNTY RECORDER:
By: Shelly Baker
Shelly Baker

Its: Recorder, La Paz County

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

County Attorney

Town Attorney

By: R Glenn Buckelew

By: _____

R. Glenn Buckelew
Deputy La Paz County Attorney

Susan Goodwin
Town Attorney

Date: 4/10/14

Date: _____