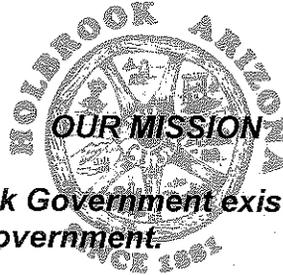


465 First Avenue
P.O. Box 970
Holbrook, AZ 86025

CITY OF HOLBROOK

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holbrookcity@ci.holbrook.az.us



The City of Holbrook Government exists to provide ethical and responsible local government.

AGENDA

REGULAR CITY COUNCIL MEETING

JANUARY 15, 2013

6:00 P.M.

Pursuant to ARS 38-431.02, notice is hereby given to the Holbrook City Council, and to the general public, that a meeting, which is open to the public, will be held on above-mentioned date, in the City Council Chambers, at 465 First Avenue, Holbrook, Arizona. Some of the members of the City Council may choose to participate in this meeting telephonically. The City Council may adjourn into executive session, which will not be open to the public, to discuss certain matters in accordance with ARS 38-431.03.

The items on the following agenda are for discussion or consideration and possible action:

- 1) CALL TO ORDER:
- 2) ROLL CALL:
- 3) PLEDGE OF ALLEGIANCE/INVOCATION:
- 4) PUBLIC ANNOUNCEMENTS AND PRESENTATIONS (Please limit to 10 minutes).
 - A. Proclamation "Hashknife Pony Express Week".(Pg 3)
- 5) CALL TO THE AUDIENCE:
The City Council welcomes public comment at this time only for items listed on this Agenda. There is a five minute time limit per citizen.
- 6) CONSENT AGENDA
 - A. Claims/payment approval for December 13, 2012 thru January 9, 2013: Documentation for claims is available *at City Hall. (Pg 4)*
 - B. Minutes of the regular meeting held on December 18, 2012.(Pg 42)
- 7) CLAIMS/PAYMENT APPROVAL FOR WALT'S HARDWARE: \$1,934.79 (Pg 59)
- 8) REPORTS:
Mayor:

Council Members:

Manager:

1. Update on new businesses.
2. Announcement of Community Event/Tourism Coordinator replacement.

9) OLD BUSINESS:

- A. Ordinance 12-10, amending the City Code, Chapter 1, Administration, Articles 1-4, purchasing policy, 2nd reading. (Pg 63)

10) NEW BUSINESS:

- A. Discussion/possible action regarding emergency purchase of parts for Sanitation Truck from Balar Equipment in the amount of \$1562.41- Manager Alley. (Pg 67)
- B. Discussion/possible action regarding agreement with Larson Waste for sanitation services-Manager Alley. (Pg 68)
- C. Discussion/possible action regarding repairs to Police vehicle which did not meet criteria of purchasing policy-Manager Alley. (Pg 96)
- D. Discussion/possible action regarding emergency purchase of parts for the Golf Course backhoe from RDO in the amount of \$2562.58. (Pg 107)
- E. Discussion/possible action regarding setting date and time for the annual review of City Manager Alley-City Clerk Reyes. (Pg 109)
- F. Resolution 13-01, amending the fees for the City of Holbrook Fitness Center. (Pg 111)
- G. Discussion/possible action regarding expenditure to The Pump Company in the amount of \$9,955.81 for pumps at Sun Valley Utilities-Finance Director Sullivan. (Pg 112)
- H. Discussion/possible action regarding short term investments-Finance Director Sullivan.

11) EXECUTIVE SESSION:

- A. Per ARS 38-431.03(A) (3), the Council may adjourn into executive session for discussion or consultation or legal advice with the City Attorney for any item listed on the agenda.

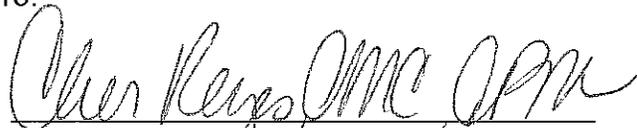
12) POST EXECUTIVE SESSION:

13) CALL TO THE AUDIENCE:

The City Council welcomes public comment at this time for items not listed on this Agenda. There is a three minute time limit per citizen.

14) ADJOURNMENT:

Dated this 8th day of January 2013.


Cher Reyes, CMC, CPM, City Clerk

According to the Arizona Open Meeting Law, the City Council may only discuss matters listed on the City Council agenda. Matters discussed by the public during public appearances cannot be discussed by the City Council unless they are specifically listed on this agenda. Speaker's visual aids or recorded tapes are not allowed. Members of the public shall refrain from making personal, impertinent or slanderous remarks and from becoming boisterous while addressing the City Council or while attending the meeting. Unauthorized remarks from the audience, clapping, stomping of feet, yelling or any similar demonstrations are also prohibited. Violations of these rules may result in removal from the City Council

PROCLAMATION

WHEREAS: The Hashknife Pony Express Riders are members of the Navajo County Sheriff's Posse dedicated to keeping alive the memory of those pioneer men and women who lived, loved, laughed, and died while carving our history; and,

WHEREAS: Once a year, the Hashknife Riders bring to Holbrook, Payson and Scottsdale an opportunity to momentarily step back into time and experience a touch of yesteryear, and,

WHEREAS: It is also a united desire to honor and acknowledge all past riders and supporters of this historic event,

NOW, THEREFORE, WE, JEFF HILL, KENNY J. EVANS, AND W. J. "JIM" LANE Mayors of the City of Holbrook, Town of Payson, and City of Scottsdale do hereby proclaim the week of

JANUARY 30TH, 31ST, AND FEBRUARY 1ST, 2013

AS

HASHKNIFE PONY EXPRESS WEEK

in Holbrook, Payson, and Scottsdale and commend the Hashknife Riders and supporters for their dedication in keeping alive an Arizona tradition, lest we forget our heritage; and, further urge the people of Holbrook, Payson and Scottsdale and the surrounding areas, to join the Mayors, Common Councils, and the Hashknife Pony Express U.S. Mail Carriers in Arizona tradition on their 55th Annual Hashknife Pony Express ride.

In witness whereof, WE have hereto set our hands and caused to be affixed the Great Seals of the City of Holbrook, Town of Payson and City of Scottsdale.

Jeff Hill, Mayor of Holbrook

Kenny J. Evans, Mayor of Payson

CITY OF HOLBROOK

INVOICE APPROVAL REPORT

**BY GL NUMBER EXCLUDING
WALT'S HARDWARE**

12/13/2012 THRU 01/09/2013

TOTAL

\$361,979.15

Report Criteria:

Invoice Vendor No = 9701-999999

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
12/13/2012												
SMARTWORKSPLUS, INC.			21532									
26	1	Inv	CONTRACT SERVICES		12/15/2012	.00	0		.00		12/12	Y
					12/15/2012		No			002-091-5049		
26	2	Inv	CONTRACT SERVICES		12/15/2012	.00	0		.00		12/12	Y
					12/15/2012		No			001-050-5049		
26	3	Inv	CONTRACT SERVICES		12/15/2012	3,006.38	0		.00		12/12	Y
					12/15/2012		No			001-040-5049		
26	4	Inv	COTNTRACT SERVICES		12/15/2012	2,723.72	0		.00		12/12	Y
					12/15/2012		No			001-005-5049		
Total 26						5,730.10						
Total 21532						5,730.10						
RIDDLE, DON			21773									
113012	1	Inv	ABATEMENT		12/13/2012	300.00	0		.00		12/12	
					12/13/2012		Yes			001-005-5060		
QUALITY READY MIX-CEMEX			9955									
9425150729	1	Inv	CON CRETE		12/05/2012	577.81	8	12/20/2012	5.40		12/12	
					12/13/2012		No			007-087-5026		
9425192153	1	Inv	CON CRETE		12/11/2012	836.19	8	12/26/2012	7.81		12/12	
					12/13/2012		No			007-087-5026		
9425150727	1	Inv	CON CRETE		12/03/2012	1,268.69	8	12/18/2012	11.85		12/12	
					12/13/2012		No			007-087-5026		
94251602214	1	Inv	CON CRETE		12/06/2012	420.22	8	12/21/2012	3.92		12/12	
					12/13/2012		No			007-087-5026		
9425150730	1	Inv	CON CRETE		12/05/2012	1,260.46	8	12/20/2012	11.77		12/12	
					12/13/2012		No			007-087-5026		
Total 9955						4,363.37						
DALE, CHARITY			21979									
148910	1	Inv	WATER REFUND		12/07/2012	29.36	0		.00		12/12	
					12/19/2012		No			002-0002520		
QUALITY READY MIX-CEMEX			9955									
9425150728	1	Inv	CON CRETE		12/04/2012	749.70	8	12/19/2012	7.00		12/12	
					12/13/2012		No			007-087-5026		
9425078021	1	Inv	CON CRETE		11/19/2012	192.02	8	12/04/2012	1.76		12/12	
					12/13/2012		No			007-087-5026		
9425078018	1	Inv	CON CRETE		11/19/2012	218.20	8	12/04/2012	2.00		12/12	
					12/13/2012		No			007-087-5026		
9425078017	1	Inv	CON CRETE		11/19/2012	174.56	8	12/04/2012	1.60		12/12	
					12/13/2012		No			007-087-5026		
9425078013	1	Inv	CON CRETE		11/19/2012	174.56	8	12/04/2012	1.60		12/12	
					12/13/2012		No			007-087-5026		
Total 9955						1,509.04						

Invoice No	Seq	Vendor Name Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
Total 12/13/2012					11,931.87						

12/13/2012 GL Period Summary

GL Period	Amount
12/12	11,931.87
	<u>11,931.87</u>

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
12/18/2012												
ALLEN, MALCOLM			21981									
193102	1	Inv	WATER DEPOSIT REFUND		12/10/2012 12/19/2012	101.72	0 No		.00		002-0002520	12/12
PENA, KANDICE			21980									
136703	1	Inv	WATERN DEPOSIT REFUND		12/17/2012 12/19/2012	48.01	0 No		.00		002-0002520	12/12
WELLS FARGO REMITTANCE CENTER			20946									
5569	24	Inv	SUPPLIES		11/02/2012 12/19/2012	141.67	0 No		.00		001-050-5045	12/12
5569	25	Inv	SUPPLIES		11/02/2012 12/19/2012	106.04	0 No		.00		001-050-5021	12/12
5569	26	Inv	SUPPLIES		11/02/2012 12/19/2012	9.62	0 No		.00		001-050-5045	12/12
Total 5569						257.33						
Total 20946						257.33						
PRINT PLACE			9800									
32656	1	Inv	PARADE LIGHTS		12/17/2012 12/19/2012	104.50	0 No		.00		006-014-5026	12/12
WHITERIVER CONSTRUCTION			21982									
12121212	1	Inv	OVERPAYMENT REIMBUR		12/17/2012 12/19/2012	650.00	0 No		.00		002-000-4670	12/12
MAVERICK MAGAZINE			21747									
101485	1	Inv	ADVERTISING		12/17/2012 12/19/2012	100.00	0 No		.00		006-014-5057	12/12
101523	1	Inv	ADVERTISING		12/17/2012 12/19/2012	100.00	0 No		.00		006-014-5057	12/12
Total 21747						200.00						
HIRERIGHT SOLUTIONS INC			21409									
160917	1	Inv	PROFESSIONAL SERVICE		11/30/2012 12/19/2012	129.00	0 No		.00		007-087-5019	12/12
USA BLUE BOOK			12482									
835026	1	Inv	COLORIMETER		12/10/2012 12/19/2012	483.98	1 No		.00		002-092-5026	12/12
834725	1	Inv	EQUIPMENT		12/10/2012 12/19/2012	210.47	1 No		.00		002-092-5026	12/12
Total 12482						694.45						
SIMPSON NORTON			10840									
141611800	1	Inv	PARTS		12/13/2012 12/19/2012	569.19	0 No		.00		001-040-5026	12/12
SAM'S CLUB 6604			10530									
111912	1	Inv	Batteles		11/19/2012	180.33	0		.00			12/12

R Column: Y = Recurring Payment

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
					12/19/2012		No				001-050-5022	
			AVESIS THIRD PARTY ADMIN INC	21412								
110002-20	1	Inv	INSURANCE PREMIUM		12/01/2012	9.32	0		.00			12/12
					12/19/2012		No			099-0002524		
110002-20	2	Inv	INSURANCE PREMIUM		12/01/2012	476.23	0		.00			12/12
					12/19/2012		No			099-0002524		
Total 110002-20						485.55						
Total 21412						485.55						
			WELLS FARGO REMITTANCE CENTER	20946								
5569	27	Inv	OTHER SUPPLIES		11/02/2012	568.17	0		.00			12/12
					12/19/2012		No			002-091-5045		
5569	28	Inv	OTHER SUPPLIES		11/02/2012	568.16	0		.00			12/12
					12/19/2012		No			002-092-5045		
5569	29	Inv	OTHER SUPPLIES		11/02/2012	180.01	0		.00			12/12
					12/19/2012		No			001-001-5056		
5569	30	Inv	OTHER SUPPLIES		11/02/2012	131.96	0		.00			12/12
					12/19/2012		No			001-001-5035		
5569	31	Inv	OTHER SUPPLIES		11/02/2012	59.44	0		.00			12/12
					12/19/2012		No			002-092-5027		
5569	32	Inv	OTHER SUPPLIES		11/02/2012	239.26	0		.00			12/12
					12/19/2012		No			001-031-5026		
Total 5569						1,747.00						
Total 20946						1,747.00						
			SMITH, CURTIS	21983								
163502	1	Inv	WATER DEPOSIT REFUND		12/09/2012	150.00	0		.00			12/12
					12/19/2012		No			002-0002520		
			NEOPOST INC	21282								
21603	1	Inv	RENTAL/MAINTENANCE		11/30/2012	33.13	0		.00			12/12
					12/18/2012		No			001-020-5042		
21603	2	Inv	RENTAL/MAINTENANCE		11/30/2012	15.78	0		.00			12/12
					12/18/2012		No			001-098-5042		
21603	3	Inv	RENTAL/MAINTENANCE		11/30/2012	1.30	0		.00			12/12
					12/18/2012		No			002-091-5042		
21603	4	Inv	RENTAL/MAINTENANCE		11/30/2012	138.45	0		.00			12/12
					12/18/2012		No			001-004-5042		
21603	5	Inv	RENTAL/MAINTENANCE		11/30/2012	26.90	0		.00			12/12
					12/18/2012		No			001-050-5042		
21603	6	Inv	RENTAL/MAINTENANCE		11/30/2012	22.85	0		.00			12/12
					12/18/2012		No			001-005-5042		
Total 21603						238.41						
Total 21282						238.41						
			FASTENAL	21880								
AZFLA0842	2	Inv	SUPPLIES		11/06/2012	266.03	0		.00			12/12
					12/19/2012		No			001-031-5026		

R Column: Y = Recurring Payment

Vendor Name			Vendor No		Total Cost	Term	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
Invoice No	Seq	Type	Description	Inv Date							
			Inventory No	Due Date							

Total 12/18/2012 5,821.52

12/18/2012 GL Period Summary

GL Period	Amount
12/12	<u>5,821.52</u>
	<u>5,821.52</u>

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
12/19/2012												
SMARTWORKSPLUS, INC.			21532									
26	5	Adj			12/15/2012	3,006.38 -	0		.00			12/12
					12/15/2012		No			001-040-5049		
26	6	Adj			12/15/2012	2,723.72 -	0		.00			12/12
					12/15/2012		No			001-005-5049		
Total 26						5,730.10 -						
Total 21532						5,730.10 -						
QUILL OFFICE PRODUCTS			9990									
7866344	1	Inv	OFFICE SUPPLIES		12/11/2012	79.02	0		.00			12/12
					01/09/2013		No			001-001-5056		
NEOPOST INC			21282									
21603	7	Adj	RENTAL/MAINTENANCE		12/19/2012	33.13 -	0		.00			12/12
					12/19/2012		No			001-020-5042		
21603	8	Adj	RENTAL/MAINTENANCE		12/19/2012	15.78 -	0		.00			12/12
					12/19/2012		No			001-098-5042		
21603	9	Adj	RENTAL/MAINTENANCE		12/19/2012	1.30 -	0		.00			12/12
					12/19/2012		No			002-091-5042		
21603	10	Adj	RENTAL/MAINTENANCE		12/19/2012	138.45 -	0		.00			12/12
					12/19/2012		No			001-004-5042		
21603	11	Adj	RENTAL/MAINTENANCE		12/19/2012	26.90 -	0		.00			12/12
					12/19/2012		No			001-050-5042		
21603	12	Adj	RENTAL/MAINTENANCE		12/19/2012	22.85 -	0		.00			12/12
					12/19/2012		No			001-005-5042		
Total 21603						238.41 -						
Total 21282						238.41 -						
Total 12/19/2012						5,889.49 -						

12/19/2012 GL Period Summary

GL Period	Amount
12/12	5,889.49 -
	<u>5,889.49 -</u>

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
12/20/2012												
QUILL OFFICE PRODUCTS				9990								
7225192	1	Inv	CARTRIDGES		12/11/2012 01/15/2013	83.42	0 No		.00		12/12 001-060-5021	
MARISCAL WEEKS MCINTYRE &				21235								
5000511	1	Inv	PROFESSIONAL SERVICE		12/13/2012 01/15/2013	896.30	0 No		.00		12/12 001-004-5041	
NEOFUNDS BY NEOPOST				21603								
122012	1	Inv	POSTAGE		12/20/2012 01/15/2013	33.13	0 No		.00		12/12 001-020-5042	
122012	2	Inv	POSTAGE		12/20/2012 01/15/2013	15.78	0 No		.00		12/12 001-098-5042	
122012	3	Inv	POSTAGE		12/20/2012 01/15/2013	1.30	0 No		.00		12/12 002-091-5042	
122012	4	Inv	POSTAGE		12/20/2012 01/15/2013	138.45	0 No		.00		12/12 001-004-5042	
122012	5	Inv	POSTAGE		12/20/2012 01/15/2013	26.90	0 No		.00		12/12 001-050-5042	
122012	6	Inv	POSTAGE		12/20/2012 01/15/2013	22.85	0 No		.00		12/12 001-005-5042	
Total 122012						238.41						
Total 21603						238.41						
QUILL OFFICE PRODUCTS				9990								
7724424	2	Inv	TAX		12/05/2012 12/19/2012	1.79	0 No		.00		12/12 001-004-5021	
Total 12/20/2012						1,219.92						

12/20/2012 GL Period Summary

GL Period	Amount
12/12	1,219.92
	<u>1,219.92</u>

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
12/26/2012												
RDO EQUIPMENT CO				10080								
41579	1	Inv	SEAL		12/20/2012 01/16/2013	106.40	2 No		.00		007-087-5024	12/12
WELDING SERVICES & SUPPLY				12815								
15106	1	Inv	SUPPLIES		12/18/2012 01/15/2013	4.71	2 No		.00		001-040-5026	12/12
SPEER, CHERYL				21984								
158704	1	Inv	WATER REFUND		12/20/2012 01/15/2013	.00	0 No		.00		002-0002520	12/12
158704	2	Inv	WATER REFUND		12/20/2012 01/15/2013	109.25	0 No		.00		002-0002520	12/12
Total 158704						109.25						
Total 21984						109.25						
O'REILLY AUTO PARTS				21622								
203981	1	Inv	PARTS		12/18/2012 01/15/2013	13.19	0 No		.00		001-085-5024	12/12
203326	1	Inv	PARTS		12/13/2012 01/15/2013	61.04	0 No		.00		001-085-5024	12/12
204212	1	Inv	PARTS		12/19/2012 01/15/2013	11.55	0 No		.00		001-085-5024	12/12
121912	1	Inv	PARTS		12/19/2012 01/15/2013	9.89	0 No		.00		001-004-5024	12/12
203080	1	Inv	PARTS		12/11/2012 01/15/2013	6.47	0 No		.00		001-085-5026	12/12
202922	1	Inv	PARTS		12/10/2012 01/15/2013	7.01	0 No		.00		001-085-5024	12/12
204135	1	Inv	PARTS		12/19/2012 01/15/2013	16.18	0 No		.00		001-004-5026	12/12
204140	1	Inv	PARTS		12/19/2012 01/15/2013	20.90	0 No		.00		001-004-5024	12/12
203200	1	Inv	PARTS		12/12/2012 01/15/2013	44.03	0 No		.00		001-050-5024	12/12
203215	1	Inv	PARTS		12/12/2012 01/15/2013	65.93	0 No		.00		007-087-5024	12/12
203219	1	Inv	PARTS		12/12/2012 01/15/2013	21.98	0 No		.00		007-087-5024	12/12
204122	1	Inv	PARTS		12/19/2012 01/15/2013	55.04	0 No		.00		002-090-5024	12/12
203415	1	Inv	PARTS		12/13/2012 01/15/2013	23.10	0 No		.00		001-040-5024	12/12
203855	1	Inv	PARTS		12/17/2012 01/15/2013	105.80	0 No		.00		002-091-5024	12/12
203489	1	Inv	PARTS		12/14/2012 01/15/2013	2.74	0 No		.00		001-040-5024	12/12
203507	1	Inv	PARTS		12/14/2012 01/15/2013	12.94	0 No		.00		002-092-5024	12/12
203842	1	Inv	PARTS		12/17/2012 01/15/2013	187.16	0 No		.00		002-090-5024	12/12
204703	1	Inv	PARTS		12/18/2012	7.68	0		.00			12/12

R Column: Y = Recurring Payment

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
					01/15/2013		No			001-050-5024		
Total 21622						672.63						
SAFEWAY, INC	* 3189			10510								
804253	1	Inv	CHRISTMAS PARTY		12/15/2012	60.66	0		.00		12/12	
					01/15/2013		No			001-004-5021		
R.A.G.H.T.				10005								
13827	1	Inv	INSURANCE PREMIUMS		12/01/2012	59,109.14	2		.00		12/12	
					12/26/2012		No			099-0002524		
Total 12/26/2012						60,062.79						

12/26/2012 GL Period Summary

GL Period	Amount
12/12	60,062.79
	60,062.79

Invoice No	Seq	Vendor Name Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
1/2/2013											
ARIZONA PUBLIC SERVICE			21025								
60829	1	Inv	STREETLIGHT AGREEME	01/01/2013	564.81	0		.00			1/13 Y
				01/01/2013		No			007-087-5048		
U.S. POSTMASTER			21221								
1012013	1	Inv	UTILTIY BILLING	01/01/2013	266.72	0		.00			1/13 Y
				01/01/2013		No			002-090-5042		
1012013	2	Inv	UTILITY BILLING	01/01/2013	266.72	0		.00			1/13 Y
				01/01/2013		No			002-091-5042		
1012013	3	Inv	UTILITY BILLING	01/01/2013	266.72	0		.00			1/13 Y
				01/01/2013		No			002-092-5042		
Total 1012013					800.16						
Total 21221					800.16						
ADT SECURITY SERVICES			21275								
10149	1	Inv	SECURITY SERVICES	01/02/2013	140.25	0		.00			1/13 Y
				01/02/2013		No			001-004-5049		
COPIER PROGRAM DIVISION			21479								
3180016138	1	Inv	COPIER LEASE	01/01/2013	340.52	0		.00			1/13 Y
				01/01/2013		No			001-004-5047		
YESCO			21716								
17	1	Inv	MAINTENANCE	01/01/2013	265.00	0		.00			1/13 Y
				01/01/2013		No			001-014-5057		
CABLE ONE 23414-459480-01-5			21944								
10012015	1	Inv	UTILITIES	01/01/2013	58.00	0		.00			1/13 Y
				01/01/2013		No			001-060-5048		
CABLE ONE 23414-123561-01-8			21945								
10012015	1	Inv	UTILITIES	01/01/2013	58.00	0		.00			1/13 Y
				01/01/2013		No			001-050-5048		
CABLEONE 23414-468281-01-6			21946								
10012015	1	Inv	UTILITIES	01/01/2013	207.95	0		.00			1/13 Y
				01/01/2013		No			001-004-5048		
TATE'S AUTO CENTER			11670								
73372	1	Inv	PARTS/REPAIRS	12/19/2012	2,616.49	0		.00			1/13
				01/16/2013		No			001-050-5052		
O'REILLY AUTO PARTS			21622								
2652204292	1	Inv	PARTS	12/20/2012	33.02	0		.00			1/13
				01/16/2013		No			001-040-5026		
AVESIS THIRD PARTY ADMIN INC			21412								
11002-20	1	Inv	INSURANCE PREMIUM	01/01/2013	480.89	0		.00			1/13
				01/16/2013		No			099-0002524		
ADVANCED INFOR SYSTEMS			21240								
10135	1	Inv	UTILITY BILLING	12/26/2012	174.61	0		.00			1/13

R Column: Y = Recurring Payment

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
					01/16/2013		No			002-091-5042		
R.A.G.H.T.				10005								
01012013	1	Inv	INSURANCE PREMIUMS		01/01/2013	59,598.98	2		.00			1/13
					01/16/2013		No			099-0002524		
RDO EQUIPMENT CO				10080								
P45947	1	Inv	FILTERS		12/26/2012	346.29	2		.00			1/13
					01/16/2013		No			007-087-5024		
UNIVERSAL POLICE SUPPLY CO.				12400								
136873	1	Inv	UNIFORMS		12/17/2012	228.28	2		.00			1/13
					01/16/2013		No			001-050-5023		
136878	1	Inv	UNIFORMS		12/18/2012	171.49	2		.00			1/13
					01/16/2013		No			001-050-5023		
Total 12400						399.77						
QUILL OFFICE PRODUCTS				9990								
8037699	1	Inv	SUPPLIES		12/18/2012	103.57	0		.00			1/13
					01/16/2013		No			001-004-5021		
FASTENAL				21880								
AZFLA24488	1	Inv	SUPPLIES		12/14/2012	266.03	0		.00			1/13
					01/16/2013		No			001-031-5021		
Total 1/2/2013						66,454.34						

01/02/2013 GL Period Summary

GL Period	Amount
1/13	66,454.34
	<u>66,454.34</u>

Vendor Name	Vendor No	Invoice No	Seq	Type	Description	Inventory No	Inv Date	Due Date	Total Cost	Term	Disc Date	Disc Amt	PO Number	GL Per	GL Acct	R
1/3/2013																
SIMPSON NORTON																
	10840	141611800	2	Adj			12/13/2012	12/19/2012	569.19	0						1/13
										No			001-040-5026			
BIO AQUATIC TESTING																
	21985	00043014	1	Inv	AZPDES REQUIRED TEST		12/27/2012	01/16/2013	2,785.00	0						1/13
										No			002-092-5041			
AMRRP - WORKERS' COMP FUND																
	20892	01022013	1	Inv	WORKMAN'S COMP INSUF		01/02/2013	01/16/2013	19,620.00	0						1/13
										No			001-004-5051			
CMS, INC.																
	20832	20090496	1	Inv	SOFTWARE		09/17/2012	01/16/2013	79.60	0						1/13
										No			001-020-5049			
UNIQUE MANAGEMENT SERVICES INC																
	21441	230847	1	Inv	COLLECTIONS		12/01/2012	01/16/2013	53.70	0						1/13
										No			001-000-4720			
QUILL OFFICE PRODUCTS																
	9990	8128072	1	Inv	OFFICE SUPPLIES		12/24/2012	01/16/2013	80.03	0						1/13
										No			001-050-5021			
		8105315	1	Inv	OFFICE SUPPLIES		12/20/2012	01/16/2013	79.04	0						1/13
										No			001-050-5021			
		Total 9990							159.07							
FASTENAL																
	21880	24330	1	Inv	SUPPLIES		12/17/2012	01/16/2013	50.21	0						1/13
										No			002-090-5021			
		24330	2	Inv	SUPPLIES		12/17/2012	01/16/2013	15.97	0						1/13
										No			001-020-5021			
		Total 24330							66.18							
		Total 21880							66.18							
SIMPSON NORTON																
	10840	23834	2	Inv	Posting error		11/21/2012	12/19/2012	81.26	0						1/13
										No			001-040-5026			
U.S. POSTMASTER																
	12330	01032013	1	Inv	BOX /PERMIT RENEWAL		01/01/2013	01/03/2013	320.00	0						1/13
										No			001-004-5042			
		Total 1/3/2013							22,433.10							

01/03/2013 GL Period Summary

<u>GL Period</u>	<u>Amount</u>
1/13	<u>22,433.10</u>
	<u>22,433.10</u>

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
1/8/2013												
GHD INC.				21523								
69129	1	Inv	ENGINEERING SERVICES		11/29/2012 01/16/2013	954.36	0 Yes		.00			1/13 027-050-5077
HOLBROOK VETERINARY CLINIC				20796								
8702	1	Inv	ADOPTION FEES		01/02/2013 01/16/2013	63.00	0 No		.00			1/13 001-050-5041
8701	1	Inv	ADOPTION FEES		01/02/2013 01/16/2013	48.00	0 No		.00			1/13 001-050-5041
Total 20796						111.00						
RDO EQUIPMENT CO				10080								
P38898	2	Inv	PARTS		09/26/2011 01/16/2013	.04	2 No		.00			1/13 007-087-5024
HOLBROOK FIRST STEP				21380								
121212	1	Inv	PROFESSIONAL SERVICE		12/31/2012 01/16/2013	65.00	0 No		.00			1/13 006-014-5041
O'REILLY AUTO PARTS				21622								
2652204340	1	Inv	PARTS		12/20/2012 01/16/2013	4.11	0 No		.00			1/13 001-031-5024
2652204337	1	Inv	PARTS		12/20/2012 01/16/2013	13.81	0 No		.00			1/13 001-085-5024
2652204331	1	Inv	PARTS		12/20/2012 01/16/2013	13.18	0 No		.00			1/13 001-031-5024
2652204341	1	Inv	PARTS		12/20/2012 01/16/2013	19.75	0 No		.00			1/13 001-085-5024
2652204668	1	Inv	PARTS		12/20/2012 01/16/2013	11.46	0 No		.00			1/13 001-085-5024
2652205066	1	Inv	PARTS		12/27/2012 01/16/2013	24.21	0 No		.00			1/13 007-087-5024
2652205542	1	Inv	PARTS		12/31/2012 01/16/2013	15.39	0 No		.00			1/13 001-040-5024
Total 21622						101.91						
SIMPSON NORTON				10840								
141611801	1	Inv	PARTS		12/17/2012 01/16/2013	101.89	0 No		.00			1/13 001-040-5026
DICK, KAREN				21989								
144004	1	Inv	WATER DEPOSIT REFUND		01/07/2013 01/16/2013	7.73	0 No		.00			1/13 002-0002520
RASHEED, SHERI				21988								
188003	1	Inv	WATER DEPOSIT REFUND		01/03/2013 01/16/2013	64.01	0 No		.00			1/13 002-0002520
KIRKALDIE, RACHEL				21987								
277605	1	Inv	WATER DEPOSIT REFUND		01/08/2013 01/16/2013	105.57	0 No		.00			1/13 002-0002520

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
			NORTH COUNTRY HEALTHCARE	20979								
1029	2	Inv	PROFESSIONAL FEES		11/05/2009	96.00	0		.00			1/13
					11/25/2009		No			001-085-5041		
1029	3	Inv	PROFESSIONAL FEES		11/05/2009	71.00	0		.00			1/13
					11/25/2009		No			002-090-5041		
Total 1029						167.00						
Total 20979						167.00						
			RDO EQUIPMENT CO	10080								
P46015	1	Inv	PARTS		12/27/2012	1,023.95	2		.00			1/13
					01/03/2013		No			007-087-5024		
Total 1/8/2013						2,702.46						

01/08/2013 GL Period Summary

GL Period	Amount
1/13	2,702.46
	<u>2,702.46</u>

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
1/9/2013												
SMARTWORKSPLUS, INC.			21532									
27	1	Inv	CONTRACT SERVICES		01/15/2013	.00	0		.00		1/13	Y
					01/15/2013		No			002-091-5049		
27	2	Inv	CONTRACT SERVICES		01/15/2013	.00	0		.00		1/13	Y
					01/15/2013		No			001-050-5049		
27	3	Inv	CONTRACT SERVICES		01/15/2013	.00	0		.00		1/13	Y
					01/15/2013		No			001-040-5049		
27	4	Inv	COTNRACT SERVICES		01/15/2013	2,723.72	0		.00		1/13	Y
					01/15/2013		No			001-005-5049		
Total 27						2,723.72						
Total 21532						2,723.72						
FASTENAL			21880									
AZFLA24607	1	Inv	SUPPLIES		12/31/2012	96.22	0		.00		1/13	
					01/16/2013		No			002-092-5026		
AZFLA24607	2	Inv	SUPPLIES		12/31/2012	193.09	0		.00		1/13	
					01/16/2013		No			002-091-5026		
AZFLA24607	3	Inv	SUPPLIES		12/31/2012	54.25	0		.00		1/13	
					01/16/2013		No			007-087-5026		
AZFLA24607	4	Inv	SUPPLIES		12/31/2012	20.50	0		.00		1/13	
					01/16/2013		No			001-004-5026		
AZFLA24607	5	Inv	SUPPLIES		12/31/2012	62.31	0		.00		1/13	
					01/16/2013		No			001-085-5026		
AZFLA24607	6	Inv	SUPPLIES		12/31/2012	20.69	0		.00		1/13	
					01/16/2013		No			002-090-5026		
AZFLA24607	7	Inv	SUPPLIES		12/31/2012	29.16	0		.00		1/13	
					01/16/2013		No			001-040-5026		
Total AZFLA24607						476.22						
AZFLA24438	1	Inv	SUPPLIES		12/26/2012	61.25	0		.00		1/13	
					01/16/2013		No			001-084-5026		
Total 21880						537.47						
O'REILLY AUTO PARTS			21622									
2652206672	1	Inv	PARTS		01/08/2013	41.83	0		.00		1/13	
					01/16/2013		No			001-040-5022		
Total 1/9/2013						3,303.02						

01/09/2013 GL Period Summary

GL Period	Amount
1/13	3,303.02
	3,303.02

GL Period	Amount
Grand Total:	<u>168,039.53</u>

Report GL Period Summary

GL Period	Amount
1/13	94,892.92
12/12	<u>73,146.61</u>
	<u>168,039.53</u>

Vendor Number Hash: 1977451
 Vendor Number Hash - Split: 2855609
 Total Number of Invoices: 110
 Total Number of Transactions: 151

TC	Terms Description	Invoice Amt	Discount Amt	Net Inv Amt
0	Open Terms	40,883.39	.00	40,883.39
1	NET 20	694.45	.00	694.45
2	NET 7	120,589.28	.00	120,589.28
8	1% 15TH, NET 30TH	5,872.41	54.71	5,817.70
		<u>168,039.53</u>	<u>54.71</u>	<u>167,984.82</u>

Report Criteria:
 Invoice.Vendor No = 9701-999999

Report Criteria:

Invoice Vendor No = 1-9699

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
12/17/2012												
BRADCO				2590								
3792	1	Inv	FUEL		11/30/2012	6,584.69	0		.00			12/12
					12/19/2012		No			007-087-5027		
4009	1	Inv	FUEL		12/15/2012	7,092.65	0		.00			12/12
					12/19/2012		No			007-087-5027		
Total 2590						13,677.34						
NAVAJO COUNTY HEALTH DEPT.				8710								
28461	2	Adj	HEP B SHOTS		12/17/2012	175.00 -	0		.00			11/12
					12/17/2012		No			002-092-5041		
Total 12/17/2012						13,502.34						

12/17/2012 GL Period Summary

GL Period	Amount
11/12	175.00 -
12/12	13,677.34
	13,502.34

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
12/18/2012												
			UNISOURCE ENERGY SERVICES	3380								
5257750811	1	Inv	UTILITIES		12/17/2012	160.19	0		.00			12/12
					12/19/2012		No			001-093-5048		
25189520102	1	Inv	UTILITIES		12/12/2012	348.64	0		.00			12/12
					12/19/2012		No			002-090-5048		
4901060030	1	Inv	UTILITIES		12/12/2012	160.81	0		.00			12/12
					12/19/2012		No			001-031-5048		
Total 3380						669.64						
			CARQUEST AUTO PARTS	2440								
6871412901	1	Inv	PARTS		12/18/2012	56.47	0		.00			12/12
					12/19/2012		No			002-090-5024		
6871412840	1	Inv	PARTS		12/17/2012	26.26	0		.00			12/12
					12/19/2012		No			001-031-5026		
Total 2440						82.73						
			NAVAJO COUNTY FINANCE	8690								
00000002728	1	Inv	JAIL CONTRACT		12/11/2012	5,550.48	0		.00			12/12
					12/19/2012		No			001-050-5050		
			UNISOURCE ENERGY SERVICES	3380								
12121212	1	Inv	UTILITIES		12/17/2012	555.42	0		.00			12/12
					12/18/2012		No			006-014-5048		
12121212	2	Inv	UTILITIES		12/17/2012	40.79	0		.00			12/12
					12/18/2012		No			001-031-5048		
12121212	3	Inv	UTILITIES		12/17/2012	22.48	0		.00			12/12
					12/18/2012		No			001-031-5048		
12121212	4	Inv	UTILITIES		12/17/2012	60.94	0		.00			12/12
					12/18/2012		No			001-020-5048		
Total 12121212						679.63						
Total 3380						679.63						
			BROWN & BROWN LAW OFFICE	2690								
26899	1	Inv	LEGAL SERVICES		12/10/2012	866.00	0		.00			12/12
					12/19/2012		Yes			002-091-5041		
			CONTINENTAL RESEARCH CORP	3713								
378402CRC1	1	Inv	ENZYMES		11/12/2012	508.37	1		.00			12/12
					12/19/2012		No			002-092-5026		
			HOLBROOK TRIBUNE NEWS	6240								
121579	1	Inv	PUBLIC NOTICE		12/07/2012	27.23	0		.00			12/12
					12/19/2012		No			001-004-5044		
			CARQUEST AUTO PARTS	2440								
6871412823	1	Inv	PARTS		12/17/2012	9.87	0		.00			12/12
					12/19/2012		No			001-040-5026		
6871412462	1	Inv	EQUIPMENT		12/10/2012	6.71	0		.00			12/12
					12/19/2012		No			001-040-5026		
6871412564	1	Inv	EQUIPMENT		12/11/2012	33.45	0		.00			12/12

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
					12/19/2012		No			001-040-5026		
Total 2440						50.03						
Total 12/18/2012						8,434.11						

12/18/2012 GL Period Summary

GL Period	Amount
12/12	8,434.11
	8,434.11

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
12/19/2012												
ARIZONA DEPT OF ENVIR QUALITY			1180									
122012	1	Inv	NOI PERMIT FEES		12/19/2012	1,750.00	0		.00			12/12
					12/19/2012		No			002-092-5054		
FREIGHTLINER ARIZONA, LTD.			5213									
9927	1	Inv	REPAIRS		11/02/2012	1,815.12	2		.00			12/12
					12/19/2012		No			002-090-5024		
PERKINS PRECAST			9440									
11238	1	Inv	MANHOLE		10/31/2012	1,696.21	0		.00			12/12
					12/19/2012		No			002-092-5026		
CARQUEST AUTO PARTS			2440									
6871412771	1	Inv	EQUIPMENT		12/14/2012	51.70	0		.00			12/12
					01/09/2013		No			001-040-5026		
ECKRIGHT, EBERLE			4753									
214	1	Inv	Professional services		10/10/2012	120.00	0		.00			12/12
					01/09/2013		Yes			002-091-5049		
250	1	Inv	Professional services		12/07/2012	227.00	0		.00			12/12
					01/09/2013		Yes			002-091-5049		
249	1	Inv	Professional services		12/06/2012	180.00	0		.00			12/12
					01/09/2013		Yes			002-091-5049		
Total 4753						527.00						
HOLBROOK FEED & SEED			6150									
3489	1	Inv	SUPPLIES		11/14/2012	143.34	0		.00			12/12
					01/09/2013		No			002-092-5026		
COPPERSTATE DRILLING & SUPPLY			3742									
23839	2	Adj	EQUIP PARTS & REPAIRS		12/19/2012	600.00	2		.00			12/12
					12/19/2012		No			002-092-5071		
Total 12/19/2012						5,383.37						

12/19/2012 GL Period Summary

GL Period	Amount
12/12	5,383.37
	<u>5,383.37</u>

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
12/20/2012												
LEXIS-NEXIS (ACCURINT)			169									
37	1	Inv	BACKGROUND CHECKS		01/01/2013	50.00	2		.00			12/12 Y
					01/01/2013		No			001-004-5041		
37	2	Inv			01/01/2013	.00	2		.00			12/12 Y
					01/01/2013		No					
37	3	Inv			01/01/2013	.00	2		.00			12/12 Y
					01/01/2013		Yes					
Total 37						50.00						
Total 169						50.00						
BETTER COMMUNICATIONS CO			2430									
7012083	1	Inv	Radio Contract		01/01/2013	.00	0		.00			12/12 Y
					01/01/2013		No			001-004-5047		
7012083	2	Inv	Radio contract		01/01/2013	.00	0		.00			12/12 Y
					01/01/2013		No			001-031-5047		
7012083	3	Inv	Radio Contract		01/01/2013	529.90	0		.00			12/12 Y
					01/01/2013		No			001-050-5047		
7012083	4	Inv	Radio Contract		01/01/2013	312.63	0		.00			12/12 Y
					01/01/2013		No			001-060-5047		
7012083	5	Inv	Radio Contract		01/01/2013	.00	0		.00			12/12 Y
					01/01/2013		No			001-084-5047		
7012083	6	Inv	Radio Contract		01/01/2013	.00	0		.00			12/12 Y
					01/01/2013		No			001-085-5047		
7012083	7	Inv	Radio Contract		01/01/2013	.00	0		.00			12/12 Y
					01/01/2013		No			002-090-5047		
7012083	8	Inv	Radio Contract		01/01/2013	.00	0		.00			12/12 Y
					01/01/2013		No			002-091-5047		
7012083	9	Inv	Radio Contract		01/01/2013	.00	0		.00			12/12 Y
					01/01/2013		No			002-092-5047		
7012083	10	Inv	Radio Contract		01/01/2013	.00	0		.00			12/12 Y
					01/01/2013		No			001-040-5047		
7012083	11	Inv	Radio Contract		01/01/2013	.00	0		.00			12/12 Y
					01/01/2013		No			007-087-5047		
Total 7012083						842.53						
Total 2430						842.53						
CABLE ONE23414-120774-01-0			2940									
10012081	1	Inv	UTILITIES		01/01/2013	.00	0		.00			12/12 Y
					01/01/2013		No			001-060-5048		
10012081	2	Inv	UTILITIES		01/01/2013	105.95	0		.00			12/12 Y
					01/01/2013		No			001-050-5048		
10012081	3	Inv	UTILITIES		01/01/2013	.00	0		.00			12/12 Y
					01/01/2013		No			001-093-5048		
10012081	4	Inv	UTILITIES		01/01/2013	.00	0		.00			12/12 Y
					01/01/2013		No			001-050-5048		
10012081	5	Inv	UTILITIES		01/01/2013	.00	0		.00			12/12 Y
					01/01/2013		No			001-004-5048		

Invoice No	Seq	Vendor Name Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
Total 10012081					105.95						
Total 2940					105.95						
CYBERTRAILS 3960											
7312067	1	Inv	EMAIL AND BACKUP	01/01/2013	78.00	2		.00		12/12	Y
				01/01/2013		No			001-004-5047		
7312067	2	Inv		01/01/2013	.00	2		.00		12/12	Y
				01/01/2013		No					
Total 7312067					78.00						
Total 3960					78.00						
HOLBROOK VOL FIRE DEPT 6260											
200597	1	Inv	RETIREMENT	01/05/2013	1,916.59	0		.00		12/12	Y
				01/05/2013		No			001-060-5015		
200597	2	Inv	UNIFORMS	01/05/2013	3,343.24	0		.00		12/12	Y
				01/05/2013		No			001-060-5023		
Total 200597					5,259.83						
Total 6260					5,259.83						
IKON FINANCIAL SERVICES 6503											
9012079	1	Inv	COPIER LEASE	01/01/2013	.00	3		.00		12/12	Y
				01/01/2013		No			001-004-5049		
9012079	2	Inv	COPIER MAINTENANCE C	01/01/2013	.00	3		.00		12/12	Y
				01/01/2013		No			001-050-5047		
Total 9012079					.00						
Total 6503					.00						
NAVAJO COUNTY HISTORICAL 8720											
120	1	Inv	CONTRIBUTION	01/01/2013	2,400.00	0		.00		12/12	Y
				01/01/2013		No			001-014-5057		
NAVAJO COUNTY FINANCE 8690											
13000000007	1	Inv	JAIL CONTRACT	12/19/2012	25,939.50	0		.00		12/12	
				01/15/2013		No			001-050-5050		
BALAR EQUIPMENT CO 2160											
1212315	1	Inv	PARTS	12/17/2012	232.32	0		.00		12/12	
				01/15/2013		No			002-090-5024		
MOHAVE ENVIRONMENTAL LAB 8270											
61169	1	Inv	TESTING	12/11/2012	250.00	0		.00		12/12	
				01/15/2013		No			002-092-5041		
61030	1	Inv	TESTING	11/26/2012	995.00	0		.00		12/12	
				01/15/2013		No			002-092-5041		
61194	1	Inv	TESTING	12/12/2012	375.00	0		.00		12/12	
				01/15/2013		No			002-092-5041		

Invoice No	Seq	Vendor Name Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
Total 8270					1,620.00						
Total 12/20/2012					36,528.13						

12/20/2012 GL Period Summary

GL Period	Amount
12/12	36,528.13
	<u>36,528.13</u>

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
12/26/2012												
ESSENTIAL DATA CONTROL SYSTEM			4771									
121217	1	Inv	TELEMETRY		12/17/2012	27,887.06	2		.00		12/12	
					12/26/2012		No			002-191-5070		
ARIZONA PUBLIC SERVICE			1340									
118660288	1	Inv	UTILITIES		12/14/2012	3,232.66	0		.00		12/12	
					12/26/2012		No			001-004-5048		
Total 12/26/2012						<u>31,119.72</u>						

12/26/2012 GL Period Summary

GL Period	Amount
12/12	<u>31,119.72</u>
	<u>31,119.72</u>

Invoice No	Seq	Vendor Name Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
1/2/2013											
CYBERTRAILS 3960											
9600338-136	2	Adj		06/06/2012	350.00	0		.00			1/13
				06/13/2012		No			001-004-5048		
EMPIRE MACHINERY 4710											
FR00080019	2	Adj		09/30/2011	495.71	0		.00			1/13
				11/23/2011		No			002-090-5024		
IKON OFFICE SOLUTIONS 6510											
5022801752	2	Adj		05/09/2012	62.85	0		.00			1/13
				05/09/2012		No			001-004-5047		
ARIZONA DEPT OF ENVIR QUALITY 1180											
68847	1	Inv	SAMPLING FEES	12/20/2012	460.74	0		.00			1/13
				01/16/2013		No			002-091-5054		
68848	1	Inv	ANNUAL SAMPLING FEES	12/20/2012	4,922.26	0		.00			1/13
				01/16/2013		No			002-091-5054		
Total 1180					5,383.00						
AUTO SAFETY HOUSE 1571											
3223620015	1	Inv	PARTS/REPAIRS	12/27/2012	42.41	2		.00			1/13
				01/16/2013		No			001-085-5024		
HIGH COUNTRY AWARDS 6017											
29286	1	Inv	PLAQUE	12/30/2012	51.94	1		.00			1/13
				01/16/2013		No			001-050-5021		
NORTHERN SAFETY CO. 9004											
23861	1	Inv	WINTER COATS	12/19/2012	286.15	4	01/03/2013	.00			1/13
				01/16/2013		No			007-087-5023		
23861	2	Inv	WINTER COATS	12/19/2012	343.38	4	01/03/2013	.00			1/13
				01/16/2013		No			002-092-5023		
23861	3	Inv	WINTER COATS	12/19/2012	343.38	4	01/03/2013	.00			1/13
				01/16/2013		No			002-090-5023		
23861	4	Inv	WINTER COATS	12/19/2012	114.46	4	01/03/2013	.00			1/13
				01/16/2013		No			002-091-5023		
23861	5	Inv	WINTER COATS	12/19/2012	57.23	4	01/03/2013	.00			1/13
				01/16/2013		No			002-092-5023		
23861	6	Inv	WINTER COATS	12/19/2012	114.46	4	01/03/2013	.00			1/13
				01/16/2013		No			001-085-5023		
23861	7	Inv	WINTER COATS	12/19/2012	228.92	4	01/03/2013	.00			1/13
				01/16/2013		No			001-031-5023		
23861	8	Inv	WINTER COATS	12/19/2012	228.92	4	01/03/2013	.00			1/13
				01/16/2013		No			001-040-5023		
23861	9	Inv	WINTER COATS	12/19/2012	57.23	4	01/03/2013	.00			1/13
				01/16/2013		No			001-084-5023		
23861	10	Inv	WINTER COATS	12/19/2012	57.23	4	01/03/2013	.00			1/13
				01/16/2013		No			001-005-5023		
Total 23861					1,831.36						

Vendor Name		Vendor No		Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
Invoice No	Seq Type	Description Inventory No									
Total 9004					<u>1,831.36</u>						
Total 1/2/2013					<u>8,091.57</u>						

01/02/2013 GL Period Summary

GL Period	Amount
1/13	<u>8,091.57</u>
	<u>8,091.57</u>

Invoice No	Seq	Vendor Name Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
1/3/2013											
UNISOURCE ENERGY SERVICES			3380								
121812	1	Inv	UTILITIES	12/26/2012 01/03/2013	348.64	0 No		.00		002-090-5048	1/13
121812	2	Inv	UTILITIES	12/26/2012 01/03/2013	269.00	0 No		.00		001-084-5048	1/13
121812	3	Inv	UTILITIES	12/26/2012 01/03/2013	298.77	0 No		.00		001-050-5048	1/13
121812	4	Inv	UTILITIES	12/26/2012 01/03/2013	22.85	0 No		.00		001-031-5048	1/13
121812	5	Inv	UTILITIES	12/26/2012 01/03/2013	208.85	0 No		.00		001-020-5048	1/13
121812	6	Inv	UTILITIES	12/26/2012 01/03/2013	74.29	0 No		.00		001-031-5048	1/13
121812	7	Inv	UTILITIES	12/26/2012 01/03/2013	1,142.08	0 No		.00		006-014-5048	1/13
121812	8	Inv	UTILITIES	12/26/2012 01/03/2013	103.83	0 No		.00		001-093-5048	1/13
121812	9	Inv	UTILITIES	12/26/2012 01/03/2013	160.81	0 No		.00		001-031-5048	1/13
Total 121812					2,629.12						
Total 3380					2,629.12						
B&S SUPPLY CO, INC			2110								
127804	1	Inv	POLY BAGS	12/20/2012 01/16/2013	367.44	0 No		.00		002-092-5026	1/13
UNISOURCE ENERGY SERVICES			3380								
01032013	1	Inv	UTILITIES	01/03/2013 01/03/2013	475.12	0 No		.00		001-004-5048	1/13
01032013	2	Inv	UTILITIES	01/03/2013 01/03/2013	1,128.19	0 No		.00		002-090-5048	1/13
01032013	3	Inv	UTILITIES	01/03/2013 01/03/2013	224.11	0 No		.00		001-004-5048	1/13
01032013	4	Inv	UTILITIES	01/03/2013 01/03/2013	440.81	0 No		.00		001-084-5048	1/13
01032013	5	Inv	UTILITIES	01/03/2013 01/03/2013	122.03	0 No		.00		002-090-5048	1/13
Total 01032013					2,390.26						
Total 3380					2,390.26						
BANANA JONS			2177								
122202	1	Inv	RENTAL/MAINT	12/28/2012 01/16/2013	280.00	2 No		.00		001-031-5047	1/13
INGRAM			6620								
08278989	1	Inv	BOOKS	01/02/2013 01/16/2013	492.44	0 No		.00		001-020-5026	1/13
08278990	1	Inv	BOOKS	01/02/2013 01/16/2013	197.33	0 No		.00		001-020-5026	1/13
08301574	1	Inv	BOOKS	01/02/2013	42.03	0		.00			1/13

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
					01/16/2013		No				001-020-5026	
08332122	1	Inv	BOOKS		01/02/2013	44.43	0		.00			1/13
					01/16/2013		No				001-020-5026	
08586221	1	Inv	BOOKS		01/02/2013	34.89	0		.00			1/13
					01/16/2013		No				001-020-5026	
Total 6620						811.12						
MICRO MARKETING ASSOC				8150								
462667	1	Inv	BOOKS & TAPES		11/21/2012	31.48	0		.00			1/13
					01/16/2013		No				001-020-5026	
MOHAVE ENVIRONMENTAL LAB				8270								
61450	1	Inv	TESTING		12/24/2012	160.00	0		.00			1/13
					01/16/2013		No				002-092-5041	
NORTHERN SAFETY CO.				9004								
249244	1	Inv	WINTER COATS		12/26/2012	67.20	4	01/10/2013	.00			1/13
					01/25/2013		No				002-090-5023	
BRADCO				2590								
4205	1	Inv	FUELS/OILS		12/31/2012	7,227.21	0		.00			1/13
					01/16/2013		No				007-087-5027	
A.P.S.				70								
123112	1	Inv	UTILITIES		01/03/2013	607.20	0		.00			1/13
					01/03/2013		No				001-060-5048	
123112	2	Inv	UTILITIES		01/03/2013	8,641.15	0		.00			1/13
					01/03/2013		No				002-091-5048	
123112	3	Inv	UTILITIES		01/03/2013	10,869.97	0		.00			1/13
					01/03/2013		No				002-092-5048	
123112	4	Inv	UTILITIES		01/03/2013	1,602.01	0		.00			1/13
					01/03/2013		No				001-031-5048	
123112	5	Inv	UTILITIES		01/03/2013	1,421.08	0		.00			1/13
					01/03/2013		No				001-050-5048	
123112	6	Inv	UTILITIES		01/03/2013	306.77	0		.00			1/13
					01/03/2013		No				001-093-5048	
123112	7	Inv	UTILITIES		01/03/2013	1,141.85	0		.00			1/13
					01/03/2013		No				007-087-5048	
123112	8	Inv	UTILITIES		01/03/2013	409.57	0		.00			1/13
					01/03/2013		No				001-040-5048	
123112	9	Inv	UTILITIES		01/03/2013	100.38	0		.00			1/13
					01/03/2013		No				002-090-5048	
123112	10	Inv	UTILITIES		01/03/2013	743.48	0		.00			1/13
					01/03/2013		No				001-099-5048	
123112	11	Inv	UTILITIES		01/03/2013	166.13	0		.00			1/13
					01/03/2013		No				001-085-5048	
123112	12	Inv	UTILITIES		01/03/2013	451.38	0		.00			1/13
					01/03/2013		No				001-004-5048	
123112	13	Inv	UTILITIES		01/03/2013	688.48	0		.00			1/13
					01/03/2013		No				006-014-5048	
123112	14	Inv	UTILITIES		01/03/2013	44.09	0		.00			1/13
					01/03/2013		No				001-084-5048	
123112	15	Inv	UTILITIES		01/03/2013	918.16	0		.00			1/13
					01/03/2013		No				001-020-5048	

R Column: Y = Recurring Payment

Vendor Name			Vendor No		Total Cost	Term	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
Invoice No	Seq	Type	Description Inventory No	Inv Date Due Date							
Total 123112					28,111.70						
Total 70					28,111.70						
Total 1/3/2013					42,075.53						

01/03/2013 GL Period Summary

GL Period	Amount
1/13	42,075.53
	<u>42,075.53</u>

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
1/7/2013												
BRADCO				2590								
3371	2	Inv	FUEL		10/31/2012	9,435.48	0		.00			1/13
					11/14/2012		No			007-087-5027		
3152	2	Inv	FUEL		10/15/2012	8,275.79	0		.00			1/13
					10/17/2012		No			007-087-5027		
3152	3	Inv	FUEL		10/15/2012	129.13	0		.00			1/13
					10/17/2012		No			001-004-5027		
3152	4	Inv	FUEL		10/15/2012	845.81	0		.00			1/13
					10/17/2012		No			001-031-5027		
3152	5	Inv	FUEL		10/15/2012	212.35	0		.00			1/13
					10/17/2012		No			001-040-5027		
3152	6	Inv	FUEL		10/15/2012	3,943.60	0		.00			1/13
					10/17/2012		No			001-050-5027		
3152	7	Inv	FUEL		10/15/2012	51.79	0		.00			1/13
					10/17/2012		No			001-060-5027		
3152	8	Inv	FUEL		10/15/2012	555.53	0		.00			1/13
					10/17/2012		No			001-084-5027		
3152	9	Inv	FUEL		10/15/2012	2,154.50	0		.00			1/13
					10/17/2012		No			001-085-5027		
3152	10	Inv	FUEL		10/15/2012	4,022.41	0		.00			1/13
					10/17/2012		No			007-087-5027		
3152	11	Inv	FUEL		10/15/2012	2,825.90	0		.00			1/13
					10/17/2012		No			002-090-5027		
3152	12	Inv	FUEL		10/15/2012	2,138.55	0		.00			1/13
					10/17/2012		No			002-091-5027		
3152	13	Inv	FUEL		10/15/2012	227.23	0		.00			1/13
					10/17/2012		No			002-092-5027		
3152	14	Inv	FUEL		10/15/2012	604.47	0		.00			1/13
					10/17/2012		No			001-099-5027		
Total 3152						9,435.48						
3584	2	Inv	FUEL		11/15/2012	214.87	0		.00			1/13
					12/19/2012		No			001-004-5027		
3584	3	Inv	FUEL		11/15/2012	261.10	0		.00			1/13
					12/19/2012		No			001-031-5027		
3584	4	Inv	FUEL		11/15/2012	124.40	0		.00			1/13
					12/19/2012		No			001-040-5027		
3584	5	Inv	FUEL		11/15/2012	3,762.10	0		.00			1/13
					12/19/2012		No			001-050-5027		
3584	6	Inv	FUEL		11/15/2012	320.11	0		.00			1/13
					12/19/2012		No			001-060-5027		
3584	7	Inv	FUEL		11/15/2012	352.29	0		.00			1/13
					12/19/2012		No			001-084-5027		
3584	8	Inv	FUEL		11/15/2012	581.41	0		.00			1/13
					12/19/2012		No			001-085-5027		
3584	9	Inv	FUEL		11/15/2012	4,227.56	0		.00			1/13
					12/19/2012		No			007-087-5027		
3584	10	Inv	FUEL		11/15/2012	2,840.87	0		.00			1/13
					12/19/2012		No			002-090-5027		
3584	11	Inv	FUEL		11/15/2012	2,167.29	0		.00			1/13
					12/19/2012		No			002-091-5027		
3584	12	Inv	FUEL		11/15/2012	409.77	0		.00			1/13
					12/19/2012		No			002-092-5027		

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
3584	13	Inv	FUEL		11/15/2012 12/19/2012	428.93	0 No		.00	001-099-5027		1/13
Total 3584						15,690.70						
3584,3792	1	Inv	FUEL		01/07/2013 01/07/2013	15,690.70 -	0 No		.00	007-087-5027		1/13
Total 2590						.00						
Total 1/7/2013						.00						

01/07/2013 GL Period Summary

GL Period	Amount
	.00

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
1/8/2013												
PESTICIDE TRAINING RESOURCES			9468									
110199	1	Inv	TRAINING		01/07/2013	85.00	2		.00			1/13
					01/16/2013		No			001-050-5045		
MOHAVE ENVIRONMENTAL LAB			8270									
61021	1	Inv	TESTING		11/26/2012	160.00	0		.00			1/13
					01/16/2013		No			002-091-5041		
PESTICIDE TRAINING RESOURCES			9468									
960616	1	Inv	TRAINING		01/02/2013	85.00	2		.00			1/13
					01/16/2013		No			001-060-5045		
MOHAVE ENVIRONMENTAL LAB			8270									
61466	1	Inv	TESTING		12/28/2012	1,035.00	0		.00			1/13
					01/16/2013		No			002-092-5041		
NAVAJO COUNTY INFORMATION TECH			8722									
01300000012	1	Inv	INTERNET SERVICE		12/03/2012	600.00	0		.00			1/13
					01/16/2013		No			001-020-5048		
01300000025	1	Inv	INTERNET SERVICE		01/02/2013	600.00	0		.00			1/13
					01/16/2013		No			001-020-5048		
Total 8722						1,200.00						
AZ DEPT OF REVENUE - UTIL. TAX			1830									
09000273	1	Inv	UTILITIES TAX		01/01/2013	2,096.26	0		.00			1/13
					01/16/2013		No			002-0002460		
CARQUEST AUTO PARTS			2440									
316600	1	Inv	PARTS		01/07/2013	80.10	0		.00			1/13
					01/16/2013		No			002-091-5024		
316600	2	Inv	PARTS		01/07/2013	3.73	0		.00			1/13
					01/16/2013		No			001-084-5026		
316600	3	Inv	PARTS		01/07/2013	251.17	0		.00			1/13
					01/16/2013		No			007-087-5024		
316600	4	Inv	PARTS		01/07/2013	290.19	0		.00			1/13
					01/16/2013		No			001-085-5024		
316600	5	Inv	PARTS		01/07/2013	184.30	0		.00			1/13
					01/16/2013		No			002-090-5024		
Total 316600						809.49						
Total 2440						809.49						
VERIZON WIRELESS			530									
11487760781	1	Inv	UTILITIES		01/01/2013	53.77	0		.00			1/13
					01/16/2013		No			001-031-5048		
1148760781	1	Inv	UTILITIES		01/01/2013	200.86	0		.00			1/13
					01/16/2013		No			002-091-5048		
1148760781	2	Inv	UTILITIES		01/01/2013	200.86	0		.00			1/13
					01/16/2013		No			002-092-5048		
1148760781	3	Inv	UTILITIES		01/01/2013	159.70	0		.00			1/13
					01/16/2013		No			002-090-5048		
1148760781	4	Inv	UTILITIES		01/01/2013	39.68	0		.00			1/13

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
1148760781	5	Inv	UTILITIES		01/16/2013 01/01/2013	177.69	No 0		.00	001-040-5048		1/13
1148760781	6	Inv	UTILITIES		01/16/2013 01/01/2013	35.46	No 0		.00	001-085-5048		1/13
1148760781	7	Inv	UTILITIES		01/16/2013 01/01/2013	117.81	No 0		.00	007-087-5048		1/13
1148760781	8	Inv	UTILITIES		01/16/2013 01/01/2013	56.04	No 0		.00	001-050-5048		1/13
1148760781	9	Inv	UTILITIES		01/16/2013 01/01/2013	333.00	No 0		.00	001-060-5048		1/13
					01/16/2013		No			001-004-5048		
Total 1148760781						1,321.10						
Total 530						1,374.87						
FRONTIER COMM TELE				3350								
010168	1	Inv	UTILITIES		01/02/2013 01/16/2013	607.28	0 No		.00	001-014-5048		1/13
9588	1	Inv	UTILITIES		01/02/2013 01/16/2013	116.72	0 No		.00	001-014-5048		1/13
9223	1	Inv	UTILITIES		01/02/2013 01/16/2013	329.93	0 No		.00	001-014-5048		1/13
112697	1	Inv	UTILITIES		01/16/2013 12/19/2012	32.41	0 No		.00	001-014-5048		1/13
112697	2	Inv	UTILITIES		01/09/2013 12/19/2012	19.82	0 No		.00	002-091-5048		1/13
112697	3	Inv	UTILITIES		01/09/2013 12/19/2012	34.15	0 No		.00	002-091-5048		1/13
112697	4	Inv	UTILITIES		01/09/2013 12/19/2012	19.82	0 No		.00	002-091-5048		1/13
112697	5	Inv	UTILITIES		01/09/2013 12/19/2012	20.29	0 No		.00	002-091-5048		1/13
112697	6	Inv	UTILITIES		01/09/2013 12/19/2012	20.29	0 No		.00	002-091-5048		1/13
112697	7	Inv	UTILITIES		01/09/2013 12/19/2012	56.03	0 No		.00	002-091-5048		1/13
112697	8	Inv	UTILITIES		01/09/2013 12/19/2012	20.29	0 No		.00	001-060-5048		1/13
112697	9	Inv	UTILITIES		01/09/2013 12/19/2012	74.72	0 No		.00	001-060-5048		1/13
112697	10	Inv	UTILITIES		01/09/2013 12/19/2012	118.27	0 No		.00	001-060-5048		1/13
112697	11	Inv	UTILITIES		01/09/2013 12/19/2012	214.54	0 No		.00	001-050-5048		1/13
112697	12	Inv	UTILITIES		01/09/2013 12/19/2012	808.91	0 No		.00	001-050-5048		1/13
112697	13	Inv	UTILITIES		01/09/2013 12/19/2012	24.93	0 No		.00	001-050-5048		1/13
112697	14	Inv	UTILITIES		01/09/2013 12/19/2012	60.68	0 No		.00	001-050-5048		1/13
112697	15	Inv	UTILITIES		01/09/2013 12/19/2012	152.92	0 No		.00	001-050-5048		1/13
112697	16	Inv	UTILITIES		01/09/2013 12/19/2012	154.01	0 No		.00	001-084-5048		1/13
					01/09/2013		No			001-085-5048		

Invoice No	Seq	Vendor Name Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
112697	17	Inv	UTILITIES	12/19/2012 01/09/2013	242.60	0 No		.00	001-093-5048		1/13
112697	18	Inv	UTILITIES	12/19/2012 01/09/2013	32.41	0 No		.00	002-092-5048		1/13
112697	19	Inv	UTILITIES	12/19/2012 01/09/2013	55.40	0 No		.00	002-092-5048		1/13
112697	20	Inv	UTILITIES	12/19/2012 01/09/2013	35.02	0 No		.00	002-092-5048		1/13
112697	21	Inv	UTILITIES	12/19/2012 01/09/2013	35.02	0 No		.00	002-092-5048		1/13
112697	22	Inv	UTILITIES	12/19/2012 01/09/2013	34.15	0 No		.00	002-092-5048		1/13
112697	23	Inv	UTILITIES	12/19/2012 01/09/2013	34.15	0 No		.00	002-092-5048		1/13
112697	24	Inv	UTILITIES	12/19/2012 01/09/2013	331.32	0 No		.00	002-092-5048		1/13
112697	25	Inv	UTILITIES	12/19/2012 01/09/2013	118.07	0 No		.00	001-020-5048		1/13
112697	26	Inv	UTILITIES	12/19/2012 01/09/2013	165.97	0 No		.00	001-040-5048		1/13
112697	27	Inv	UTILITIES	12/19/2012 01/09/2013	49.60	0 No		.00	001-004-5048		1/13
Total 112697					2,866.59						
Total 3350					3,920.52						
WASTE MGT / PAINTED DESERT L/F			9430								
00110720462	1	Inv	LANDFILL FEES	01/01/2013 01/16/2013	8,214.22	0 No		.00	002-090-5047		1/13
NAVAJO COUNTY SHERIFF OFFICE			8735								
13-03	1	Inv	DISPATCH SERVICES	01/13/2013 01/16/2013	25,000.00	2 No		.00	001-050-5049		1/13
CASELLE INC			3140								
46603	1	Inv	SUPPORT SERVICES	01/01/2013 01/16/2013	870.67	0 No		.00	001-004-5049		1/13
FRONTIER COMM TELE			3350								
1254	1	Inv	UTILITIES	01/08/2013 01/16/2013	146.78	0 No		.00	002-091-5048		1/13
1254	2	Inv	UTILITIES	01/08/2013 01/16/2013	151.04	0 No		.00	001-060-5048		1/13
1254	3	Inv	UTILITIES	01/08/2013 01/16/2013	1,237.33	0 No		.00	001-050-5048		1/13
1254	4	Inv	UTILITIES	01/08/2013 01/16/2013	152.92	0 No		.00	001-084-5048		1/13
1254	5	Inv	UTILITIES	01/08/2013 01/16/2013	154.01	0 No		.00	001-085-5048		1/13
1254	6	Inv	UTILITIES	01/08/2013 01/16/2013	242.60	0 No		.00	001-093-5048		1/13
1254	7	Inv	UTILITIES	01/08/2013 01/16/2013	540.70	0 No		.00	002-092-5048		1/13
1254	8	Inv	UTILITIES	01/08/2013	118.07	0		.00			1/13

Invoice No	Seq	Vendor Name Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
				01/16/2013		No				001-020-5048	
1254	9	Inv	UTILITIES	01/08/2013	136.02	0		.00			1/13
				01/16/2013		No				001-040-5048	
1254	10	Inv	UTILITIES	01/08/2013	.00	0		.00			1/13
				01/16/2013		No				002-090-5048	
1254	11	Inv	UTILITIES	01/08/2013	60.78	0		.00			1/13
				01/16/2013		No				001-004-5048	
Total 1254					2,818.69						
Total 3350					2,818.69						
Total 1/8/2013					47,669.72						

01/08/2013 GL Period Summary

GL Period	Amount
1/13	47,669.72
	<u>47,669.72</u>

Invoice No	Seq	Vendor Name Type	Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
1/9/2013												
ARIZONA STATE TREASURER				1380								
23872	1	Inv	FARE 01/13		01/08/2013 01/16/2013	411.72	0 No		.00		001-000-4710	1/13
HOLBROOK TRIBUNE NEWS												
				6240								
121668	1	Inv	ADVERTISEMENT		12/31/2012 01/16/2013	347.36	0 No		.00		027-004-5049	1/13
121670	1	Inv	P/R		12/31/2012 01/16/2013	17.00	0 No		.00		001-001-5035	1/13
121669	1	Inv	P/R		12/31/2012 01/16/2013	125.25	0 No		.00		001-001-5035	1/13
121667	1	Inv	PUBLIC NOTICE		12/31/2012 01/16/2013	26.72	0 No		.00		001-005-5044	1/13
121666	1	Inv	AGENDA		12/31/2012 01/16/2013	207.08	0 No		.00		001-001-5044	1/13
Total 6240						723.41						
Total 1/9/2013						1,135.13						

01/09/2013 GL Period Summary

GL Period	Amount
1/13	1,135.13
	<u>1,135.13</u>
Grand Total:	<u>193,939.62</u>

Report GL Period Summary

GL Period	Amount
11/12	175.00 -
1/13	98,971.95
12/12	95,142.67
	<u>193,939.62</u>

Vendor Number Hash: 421728
 Vendor Number Hash - Split: 801735
 Total Number of Invoices: 89
 Total Number of Transactions: 217

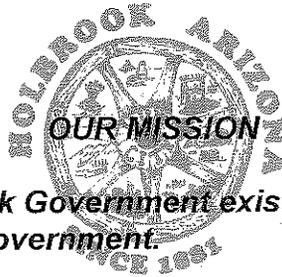
TC	Terms Description	Invoice Amt	Discount Amt	Net Inv Amt
0	Open Terms	136,758.16	.00	136,758.16

R Column: Y = Recurring Payment

465 First Avenue
P.O. Box 970
Holbrook, AZ 86025

CITY OF HOLBROOK

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holbrookcity@ci.holbrook.az.us



The City of Holbrook Government exists to provide ethical and responsible local government.

AGENDA

REGULAR CITY COUNCIL MEETING

DECEMBER 18, 2012

6:00 P.M.

Pursuant to ARS 38-431.02, notice is hereby given to the Holbrook City Council, and to the general public, that a meeting, which is open to the public, will be held on above-mentioned date, in the City Council Chambers, at 465 First Avenue, Holbrook, Arizona. Some of the members of the City Council may choose to participate in this meeting telephonically. The City Council may adjourn into executive session, which will not be open to the public, to discuss certain matters in accordance with ARS 38-431.03.

The items on the following agenda are for discussion or consideration and possible action:

- 1) CALL TO ORDER:
- 2) ROLL CALL:
- 3) PLEDGE OF ALLEGIANCE/INVOCATION:
- 4) PUBLIC ANNOUNCEMENTS AND PRESENTATIONS (Please limit to 10 minutes).
- 5) CALL TO THE AUDIENCE:
The City Council welcomes public comment at this time only for items listed on this Agenda. There is a five minute time limit per citizen.
- 6) CONSENT AGENDA
 - A. Claims/payment approval for November 8, 2012 thru December 12, 2012: Documentation for claims is available *at City Hall. (1 of 3 pg. 3)*
 - B. Minutes of the regular meeting held on November 13, 2012. (1 of 3 pg 42)
 - C. Special event liquor license-Knights of Columbus, December 31, 2012.(1of 3 pg 48)
- 7) CLAIMS/PAYMENT APPROVAL FOR WALT'S HARDWARE: \$1471.27
(1 of 3 pg 53)

8) REPORTS:

Mayor:

Council Members:

Manager:

1. Financial Report through October 2012.

2. Update on Election.

3. Announcement of second CDBG public hearing. (1of 3 pg 57)

9) OLD BUSINESS:

10) NEW BUSINESS:

- A. Discussion/possible action regarding the Petroglyph Park-Councilmember Maxwell.
- B. Discussion/possible action regarding 10% across board increase to maximum salary range of the Classification and Compensation-Manager Alley. (1of 3 pg 58)
- C. Discussion/possible action regarding bid results for Sanitation services and possible award-Manager Alley. (1 of 3 pg 60)
- D. Discussion/possible action regarding bid results for Water Booster Pumps and possible award-Assistant Manager Sullivan. (2 of 3 pg 1)
- E. Discussion/possible action regarding bid results for fencing for Hunt Park and Lisitzky Park and possible award-Assistant Manager Sullivan. (2 of 3 pg 85)
- F. Ordinance 12-10, amending the City Code, Chapter 1, Administration, Articles 1-4, purchasing policy-1st reading. (2 of 3 pg 99)
- G. Discussion/possible action regarding bid results for SCADA program at the Painted Mesa Water Reclamation Facility and possible award-Manager Alley. (3 of 3 pg 1)
- H. Discussion/possible action regarding emergency purchase of sanitary manholes from Perkins Pre-Cast and payment approval-Manager Alley.(3 of 3 pg 26)
- I. Discussion/possible action regarding emergency repairs to Sanitation Truck by Freightliner of Arizona and payment approval-Manager Alley. (3 of 3 pg 33)
- J. Discussion/possible action regarding Delegation Agreement with ADEQ to issue burn permits-Manager Alley. (3 of 3 pg 38)
- K. Discussion/possible action regarding renewal of agreement with Mark Hawley for Martial Arts-City Clerk Reyes. (3 of 3 pg 46)
- L. Discussion/possible action regarding renewal of agreement with Lena Alley for Zumba-City Clerk Reyes. (3 of 3 pg 48)
- M. Discussion/possible action regarding bid results for radios and possible award-Manager Alley. (3of 3 pg 50)
- N. Resolution 12-07, amending the fees for the City of Holbrook Fitness Center-Manager Alley.(3 of 3 pg 58)

11) EXECUTIVE SESSION:

- A. Per ARS 38-431.03(A) (3), the Council may adjourn into executive session for discussion or consultation or legal advice with the City Attorney for any item listed on the agenda.

12) POST EXECUTIVE SESSION:

13) CALL TO THE AUDIENCE:

The City Council welcomes public comment at this time for items not listed on this Agenda. There is a three minute time limit per citizen.

14) ADJOURNMENT:

Dated this 12th day of December 2012.


Cher Reyes, CMC, CPM, City Clerk

According to the Arizona Open Meeting Law, the City Council may only discuss matters listed on the City Council agenda. Matters discussed by the public during public appearances cannot be discussed by the City Council unless they are specifically listed on this agenda. Speaker's visual aids or recorded tapes are not allowed. Members of the public shall refrain from making personal, impertinent or slanderous remarks and from becoming boisterous while addressing the City Council or while attending the meeting. Unauthorized remarks from the audience, clapping, stomping of feet, yelling or any similar demonstrations are also prohibited. Violations of these rules may result in removal from the City Council meeting. Individual members of the public body may respond to criticism made by those who have addressed the public body.

1
2 MINUTES OF THE REGULAR MEETING OF THE
3 HOLBROOK CITY COUNCIL HELD ON DECEMBER 18, 2012
4

5 CALL TO ORDER:

6
7 Mayor Hill called the meeting to order at 6:00 p.m.

8 ROLL CALL:

9 Mayor Jeff Hill, Vice-Mayor Charles Haussman, Councilmember's Richard Peterson,
10 Myron Maxwell, Bobby Tyler and Phil Cobb. Councilmember Wade Carlisle was
11 absent.

12 PLEDGE OF ALLEGIANCE/INVOCATION:

13 Vice-Mayor Haussman led the pledge of allegiance and Mayor Hill gave the invocation.

14 CITY STAFF:

15 City Manager Ray Alley, Finance Director Randall Sullivan, Chief of Police Mark
16 Jackson, Accounting Specialist Ron Eisele and City Clerk Cher Reyes.

17 CEREMONIALS/ANNOUNCEMENTS/PRESENTATION:

18 PETITIONS FROM THE PUBLIC:

19 CONSENT AGENDA:

- 20 A. Claims/payment approval for November 8, 2012 thru December 12, 2012.
21 B. Minutes of the regular meeting held on November 13, 2012.
22 C. Special event liquor license-Knights of Columbus, December 31, 2012.

23 Councilmember Cobb made a motion to approve the consent agenda. Councilmember
24 Maxwell seconded. Mayor Hill called for the question receiving 5 aye votes and one nay
25 from Vice-Mayor Haussman. Mayor Hill asked if Vice-Mayor Haussman wanted
26 something removed from the consent agenda. Vice-Mayor Haussman said that he

1 would've like something removed but the motion already passed. Vice-Mayor
2 Haussman stated that this Council approves things and no one asks questions and he
3 believes it is important that questions be asked. Vice-Mayor Haussman apologized that
4 as he could not find the items he questioned as his computer was not working. Mayor
5 Hill stated that the Council will come back to this item with a motion to reconsider as
6 soon as Vice-Mayor Haussman finds his agenda.

7 CLAIMS/PAYMENT APPROVAL FOR: Walt's Hardware:

8 Item moved to the end of the agenda.

9 SUMMARY OF CURRENT EVENTS:

10 Mayor:

11 A. Mayor Hill reported that the Parade of Lights and Festival of Trees were
12 wonderful as usual.

13 Councilmember:

14 A. Councilmember Maxwell stated that while he was obtaining petition
15 signatures he had people tell him that they love Holbrook and how much they
16 appreciate the new streets and City employees.

17 B. Councilmember Maxwell stated that the Chamber did a wonderful job with
18 the parade and Christmas activities and that the Christmas decorations were
19 great.

20 C. Councilmember Cobb that the Clothe-a-Child program went well this year
21 and that all the Christmas shows and events were well attended and
22 wonderful events.

23 D. Councilmember Cobb offered his condolences to the families of the

1 victims in the Sandy Hook shooting.

2 Manager's Report:

3 A. Finance Director Sullivan presented the financial statement for October 2012.

4 Mr. Sullivan stated that revenue in the General Fund is up \$188,000 which includes
5 the Lodger's Tax. Finance Director Sullivan stated that three departments are
6 currently over budget, Library due to Redbox, Fleet Maintenance and Magistrate.

7 Finance Director Sullivan stated that the Library and Magistrate Court should even
8 out later in the fiscal year.

9 B. City Clerk Reyes reported that the three incumbents Richard Peterson, Wade
10 Carlisle and Myron Maxwell are the only persons running for election in March
11 unless there is a write in candidate.

12 C. City Clerk Reyes reported that the second CDBG hearing will be held on January
13 15, 2013 at 5:30 p.m. and that the Resolution and project prioritization will be on the
14 Council agenda for that same evening.

15 CONSENT AGENDA:

16 Mayor Hill made a motion to return to the consent agenda and to pull the claims from
17 the consent agenda for the period of November 8, 2012 thru December 12, 2012.

18 Councilmember Cobb seconded. Councilmember Peterson stated that he felt the
19 motion should be to reconsider the approval of the claims. Mayor Hill withdrew his
20 motion. Councilmember Cobb withdrew his second. Mayor Hill made a motion to
21 return to the consent agenda and reconsider the approval of the claims.

22 Councilmember Cobb seconded and the motion carried unanimously. Mayor Hill made
23 a motion to remove the claims from the consent agenda for discussion.

1 Councilmember Cobb seconded and the motion carried unanimously. Vice-Mayor
2 Haussman stated that he noticed travel and training for a large number of people to the
3 sum of \$5525.23 and would like to know what the training event was. Vice-Mayor
4 Haussman stated that it seemed like a large amount of money for a one day event.
5 Manager Alley stated that there were water and wastewater certifications for several
6 persons at \$87.00 per person plus other fees but he did not believe it would've added
7 up to \$5000.00. Ron Eisele, Accounting Specialist stated that the training was around
8 \$2600.00 for two days and two separate events. Manager Alley stated he believed
9 there was a coding error as the amount is so high. Manager Alley asked for the page
10 number so that the general ledger coding could be determined. Vice-Mayor Haussman
11 stated that it was Wells Fargo as payee and there are 15 or 16 items that are travel and
12 training. City Clerk Reyes stated that the first 6 line items are for Police Department
13 and \$639.40 is for water/wastewater. Vice-Mayor Haussman asked if this was for one
14 day. City Clerk Reyes explained that this is the credit card billing and some charges
15 could be almost 6 weeks out. Vice-Mayor Haussman stated that it is not very clear.
16 Finance Director Sullivan stated that if Council ever has questions they can come into
17 office and see the items. Vice-Mayor Haussman asked if Staff would like to get back to
18 him with clarification. Vice-Mayor Haussman stated that it used to be easier to get
19 answers now Council has to go thru this long process. Staff stated they would get the
20 information to Vice-Mayor Haussman. Mayor Hill made a motion to approve the
21 expenditures listed on the agenda as well as the consent agenda. Councilmember
22 Cobb seconded. Vice-Mayor Haussman stated that he would rather not approve the
23 questioned items until he receives clarification. Manager Alley stated that since it is a

1 credit card if not paid it would be delinquent. City Clerk Reyes stated that it has already
2 been paid. Mayor Hill called for the questions and it carried unanimously.

3 OLD BUSINESS:

4 NEW BUSINESS:

5 A. Councilmember Maxwell stated that he would like to get something started
6 and a list of what can and can't be done. Councilmember Maxwell stated that
7 he did not believe hunting at the Petroglyph Park is appropriate with the Golf
8 Course right there and being in City limits. Councilmember Maxwell stated that
9 fishing has also been proposed and he feels that we are getting away from the
10 intention of the park. Councilmember Maxwell stated that a game refuge might
11 be a fair idea. Councilmember Maxwell stated that we need to secure the
12 property better to keep four wheelers out. Councilmember Maxwell stated that
13 maybe poaching could be reduced as there is some concern that this is
14 occurring at the facility. Councilmember Maxwell would like a planning work
15 session to look at grant and determine what the specifications and
16 qualifications and what needs to be developed. Finance Director Sullivan
17 stated that this all started as a result of accepting the grant for the
18 environmental assessment and trail improvements. Finance Director Sullivan
19 stated that in assessing the effluent Staff involved Game and Fish. Finance
20 Director Sullivan stated that there will be a meeting which is open to the public
21 with Game and Fish and ADEQ on January 15, 2013. Finance Director
22 Sullivan stated that it is a very lengthy process and we will get there thru all the
23 public hearing. Mayor Hill stated that they are cataloging and inventorying the

1 Petroglyphs so there is work being done. Mayor Hill made a motion to hold a
2 work session on February 19, 2013 after the regular Council meeting on the
3 Hidden Cove Park. Councilmember Cobb seconded and the motion carried
4 unanimously.

5 B. Manager Alley asked the Council to approve raising the maximum salary
6 range amount 10 %. Manager Alley explained that most employees are maxed
7 out and if there if there ever is a merit raise approved they would not receive it
8 as they are already at max. Manager Alley stated that it will not give anyone a
9 raise at this time but will just increase the maximum in the Classification Plan.
10 Manager Alley stated the plan has not been updated since 2009. Vice-Mayor
11 Hausman asked why not wait until the City has the opportunity to give all
12 employees a COLA and then vote on increasing the max range amount that
13 way the Council will have assurance that everyone is getting treated equally.
14 Councilmember Peterson stated that it seems that a cost of living adjustment
15 and increasing the max salary range which is a merit raise are two different
16 issues. Councilmember Peterson stated that some persons may not be able to
17 receive a merit increase as they may already be maxed out on the salary
18 range. Mayor Hill stated that the classification plan needs to be updated from
19 time to time and a lot of work went into developing the plan using comparisons
20 from several cities. Mayor Hill and Vice-Mayor Hausman offered accolades to
21 City Staff for what they have accomplished over the last 3 years. Vice-Mayor
22 Hausman stated that he however wants the Personnel Policy followed and
23 perhaps it is time to review it also. Councilmember Cobb stated that he would

1 like to see a COLA for all City Employees. Councilmember Maxwell made a
2 motion to approve a 10% increase to the maximum range in the salary and
3 classification plan. Councilmember Tyler seconded and the motion carried
4 unanimously.

5 C. Manager Alley presented bid results for sanitation services and
6 recommended awarding to the lowest most responsible bidder, Larson Waste.
7 Manager Alley stated that the bid included residential and commercial
8 sanitation services. Manager Alley stated that commercial accounts are
9 different as they can choose whatever sanitation provider they want to provide
10 their service versus residential which is only provided by the City. Manager
11 Alley stated that the savings is mind boggling and could potentially be around
12 \$400,000 per year. Manager Alley stated that no one will lose their job, the
13 transfer site will remain open, the recycling yard will remain open, there will be
14 a weed and trash crew to clean alleys and the City will continue to haul the roll
15 offs. Manager Alley stated the City will continue doing all the billing and collect
16 the revenue and will reimburse Larson Waste for the collection service.
17 Manager Alley stated that all arrangements for service will be done through
18 City Hall. Manager Alley relayed that the amount bid also includes the landfill
19 fees. Manager Alley stated that we also save money by not having to use our
20 trucks. Manager Alley stated that the contract will be for a term of 3 years and
21 will be tied to the Consumer Price Index plus a fuel factor for increases so that
22 the cost can be held fairly constant during the term. Manager Alley stated that
23 if Council awards the bid to Larson Waste as he is recommending he will have

1 the City Attorney prepare the contract and bring it back to Council at the next
2 meeting. Manager Alley stated that the contract also includes new toters which
3 are supposed to be wind resistant. Councilmember Tyler asked if there would
4 be a change on pickup days. Manager Alley replied there could possibly be as
5 they may pickup all residential in one day. Vice-Mayor Haussman asked if
6 there was a limit on how many toters Larson Waste would provide. Manager
7 Alley stated that they will provide as many as residential account exist.
8 Councilmember Maxwell made a motion to award the sanitation services to
9 Larson Waste. Councilmember Cobb seconded and the motion carried
10 unanimously.

11 Mayor Hill moved item N to this point in the agenda.

12 N. Mayor Hill presented Resolution 12-07 captioned as follows:

13 **A RESOLUTION OF THE MAYOUR AND COUNCIL OF THE CITY OF**
14 **HOLBROOK, AMENDING THE FEES FOR THE CITY OF HOLBROOK**
15 **FITNESS CENTER.**

16 Manager Alley stated that Kim Eavenson, Human Resource Director of Navajo
17 County had asked him if County Employees could get a rate at the Fitness
18 Center of \$10.00 per month. Manager Alley stated that he thought this was a
19 good idea to get more people to use the facility. City Clerk Reyes stated that
20 she would like to lower the rate for person 14-20 years of age to make it more
21 affordable for them to use. City Clerk Reyes stated that as of right now the
22 Fitness Center has almost 600 members. Councilmember Cobb made a

1 motion to approve Resolution 13-01. Vice-Mayor Haussman seconded and the
2 motion carried unanimously.

3 D. Finance Director Sullivan explained to the Council that there currently
4 are two booster pumps which pump the water to the storage tanks and in
5 May one of the two failed. Finance Director Sullivan stated that at this time
6 the pumps were bid out. Finance Director Sullivan stated that when the
7 bids were open the cost ranged from \$10,000 to 66,000.00 at which time he
8 involved the engineers because he could not determine why there was such
9 a difference. Finance Director Sullivan stated that staff is recommending
10 awarding the bid to Lewus Electric in the amount of \$66,892.00. Finance
11 Director Sullivan stated that you cannot compare the bids because they are
12 all different systems and pumps but Lewus Electric bid 1 system to cover
13 both boosters with both the pumps being replaced with 3 40 horsepower
14 pumps instead of 2 120 horse power pumps which will make the
15 maintenance cheaper as well. Finance Director Sullivan stated that the new
16 pumps are variable frequency and can be attached to the SCADA system.
17 Manager Alley stated that the pumps that are in the system now are 40
18 years old. Vice-Mayor Haussman asked if changing to newer pumps will
19 create a problem with the waterlines due to change in pressure. Norm
20 Freeman from EDSC addressed the Council and told them that there is
21 some hammering effect when pumps are shut off with some spikes being at
22 130 psi. Norm Freeman stated that the VFD will bring pressure up slower
23 which will reduce the shockwave in the system. Vice-Mayor Haussman

1 made a motion to award the bid for booster pumps to Lewus Electric in the
2 amount of \$66,892.00. Councilmember Cobb seconded and the motion
3 carried unanimously.

4 Mayor Hill moved to Agenda Item G

5 G. Manager Alley stated that the SCADA system at the treatment plant was
6 bid as the Vendor who installed the original system is no longer in business.

7 Manager Alley explained that the SCADA system is for the treatment plant that
8 the telemetry is for the water system and it runs the plant. Manager Alley
9 stated that Staff is recommending awarding the bid to EDCS as most
10 responsible bidder. Manager Alley stated that the bid from EDCS includes all
11 new hardware, software and components and has the same sensors and
12 programs as the telemetry so training to use will be limited. Mr. Freeman
13 stated that all the other companies who submitted quotes were only quoting
14 software upgrades and nothing else. Mr. Freeman stated that the plant right
15 now is not automated as the SCADA is not functioning. Vice-Mayor Haussman
16 made a motion to award the bid to EDCS for the SCADA system in the amount
17 of \$36,566.20. Councilmember Tyler seconded and the motion carried
18 unanimously.

19 E. Finance Director Sullivan stated that \$18,500 has been budgeted for
20 upgrades to Parks for this year and Staff obtained bids for fencing to replace
21 the field fencing and around dugouts. Finance Director Sullivan stated that the
22 4 foot field fence will be replaced with 6 foot and the backstops will be
23 remodeled. Finance Director Sullivan stated that Holbrook School District has

1 agreed to partner in the costs of the Hunt Park Field as it is used for JV
2 Baseball in the amount of \$9,500.00 Councilmember Peterson asked if the
3 good fencing will be salvaged. Finance Director Sullivan stated that it will be.
4 Finance Director Sullivan stated rather than piece work out the fencing Staff is
5 recommending awarding the bid to Navapache Fence for both Hunt Park and
6 Lisitzky Park. Councilmember Cobb made a motion to award the bid to
7 Navapache Fence. Councilmember Peterson seconded and the motion carried
8 unanimously

9 F. Mayor Hill presented Ordinance 12-10 captioned as follows for its first
10 reading:

11 **AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF**
12 **HOLBROOK, ARIZONA, AMENDING THE CITY CODE, CHAPTER 1,**
13 **ADMINISTRATION, ARTICLES 1-4, PURCHASING POLICY BY**
14 **AMENDING SECTION 1-4-2; ESTABLISHING AN EFFECTIVE**
15 **DATE; AND PROVIDING FOR REPEAL AND SEVERABILITY.**

16
17 City Clerk Reyes stated that it is almost impossible to purchase parts or repairs
18 for the heavy equipment for under \$1000.00. City Clerk Reyes stated that the
19 limit without quotes now is \$999.99 and if it goes over that amount 3 oral
20 quotes must be obtained and then if it is over \$3,000.00 three written quotes
21 must be obtained. City Clerk Reyes stated that when a piece of equipment
22 breaks down or something is needed right away for a project, Department
23 Heads do not have the time sometimes to obtain these quotes as repairs must
24 be completed ASAP. City Clerk Reyes stated that Staff is proposing the lower
25 limit be set at \$2500.00 with the Finance Director and/or Purchasing Manager
26 must approve. City Clerk Reyes stated that the other limits were moved up in

1 increments in the revised Ordinance also. City Clerk Reyes stated that the old
2 policy is probably 10 years old.

3 H. City Clerk Reyes stated that several bills were received from Perkins
4 Precast for the 7th Street project and some have already been paid City Clerk
5 Reyes explained that the last time staff obtained quotes it was more than 1
6 years ago and not for this recent project. City Clerk Reyes stated that she had
7 Ron Eisele obtain one quote after the fact. City Clerk Reyes stated that this
8 vendor had a lower price than Perkins Precast but did not guarantee same day
9 delivery which Perkins does. City Clerk Reyes stated that the manholes have
10 already been ordered delivered and installed and need to be paid for.
11 Councilmember Cobb made a motion to approve the emergency purchase
12 from Perkins Precast. Vice-Mayor Haussman seconded and the motion carried
13 unanimously.

14 I. City Clerk Reyes stated that the sanitation truck was down and there was
15 pressure to get it repaired ASAP as we were unable to pick up residential trash.
16 Fleet Maintenance went directly to Freightliner for the repairs as they
17 specialize in Mercedes engines. City Clerk Reyes stated that Auto Safety
18 House was declared sole source provider for heavy duty equipment repairs but
19 they do not work on Mercedes engines. Manage Alley stated the truck needed
20 to be repaired immediately. Councilmember Tyler made a motion to approve
21 the emergency repairs in the amount of \$1815.12 to Freightliner.
22 Councilmember Cobb seconded and the motion carried unanimously.

1 J. City Clerk Reyes stated that the City has had a delegation agreement with
2 ADEQ to issue burn permits within City limits for as long as she can remember.
3 City Clerk Reyes stated that this is a renewal of the agreement. Mayor Hill
4 asked if the burn permit form had changed. City Clerk Reyes stated that it was
5 the same the last time she looked at it online. Councilmember Peterson made
6 a motion to approve the delegation agreement with ADEQ for burn permits.
7 Councilmember Tyler seconded and the motion carried unanimously.

8 K. City Clerk Reyes asked that the Council approve an agreement with Mark
9 Hawley to provide Martial Arts training at the Fitness Center. Ms. Reyes stated
10 that the agreement is for two years and Mr. Hawley will pay \$25.00 per month
11 for rent. Councilmember Tyler made a motion to approve the agreement.
12 Vice-Mayor Haussman seconded and the motion carried unanimously.

13 L. City Clerk Reyes asked that the Council approve an agreement with Lena
14 Alley to provide Zumba instruction at the Fitness Center. Ms. Reyes stated that
15 the agreement is for two years and Ms. Alley will pay \$25.00 per month for rent.
16 Vice-Mayor Haussman made a motion to approve the agreement.
17 Councilmember Peterson seconded and the motion carried unanimously.

18 M. City Clerk Reyes presented the bid results for the radio upgrades for the
19 Police Department. City Clerk Reyes stated that Staff recommends awarding
20 the bid to Creative Communications the second lowest bidder in the amount of
21 \$9621.73 as they are located in Flagstaff and the lowest bidder whose bid was
22 \$11.23 less is located in San Antonio, Texas. Councilmember Haussman made
23 a motion to award the bid to Creative Communications in the amount of

1 \$9,621.73. Councilmember Cobb seconded and the motion carried
2 unanimously.

3 CLAIMS/PAYMENT APPROVAL FOR: Walt's Hardware:

4 Mayor Hill adjourned himself from the Council meeting and this item as he is the owner of
5 Walt's Hardware. Councilmember Cobb made a motion to approve the claims in the amount
6 of \$1471.27. Councilmember Tyler seconded and the motion carried unanimously.

7 EXECUTIVE SESSION:

8 POST EXECUTIVE SESSION:

9 CALL TO THE AUDIENCE:

10 ADJOURNMENT:

11 There being no further business to come before the Council at this time Vice-Mayor
12 Haussman adjourned the meeting by unanimous consent at 8:25 p.m.

13

14

Jeff Hill, Mayor

15 CERTIFICATION:

16 I hereby certify that the foregoing minutes are a true and correct copy of the minutes of
17 the regular meeting of the Holbrook City Council held on the December 18, 2012. I
18 further certify that the meeting was duly called and held and that a quorum was present.

19

20

Cher Reyes, CMC, CPM, City Clerk

21

CITY OF HOLBROOK

INVOICE APPROVAL REPORT

**BY GL NUMBER WALT'S
HARDWARE**

12/13/2012 THRU 01/09/2013

TOTAL

\$1,934.79

Report Criteria:
 Invoice.Vendor No = 9700

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
12/18/2012												
WALT'S HARDWARE				9700								
110700	1	Inv	CHRISTMAS LIGHTS		12/17/2012	26.49	0		.00			12/12
					12/19/2012		No			006-014-5026		
110875	1	Inv	CHRISTMAS LIGHTS		12/17/2012	83.10	0		.00			12/12
					12/19/2012		No			006-014-5026		
110699	1	Inv	CHRISTMAS LIGHTS		12/17/2012	240.35	0		.00			12/12
					12/19/2012		No			006-014-5026		
789980	1	Inv	PARTS		12/11/2012	5.53	0		.00			12/12
					12/19/2012		No			002-091-5026		
303585	1	Inv	PARTS		12/13/2012	13.44	0		.00			12/12
					12/19/2012		No			001-040-5026		
725460	1	Inv	PARTS		12/13/2012	1.77	0		.00			12/12
					12/19/2012		No			001-004-5026		
554987	1	Inv	PARTS		12/12/2012	5.74	0		.00			12/12
					12/19/2012		No			002-091-5026		
435354	1	Inv	PARTS FOR DENNY'S		12/14/2012	23.69	0		.00			12/12
					12/19/2012		No			002-091-5026		
724522	1	Inv	HOSES		12/12/2012	249.66	0		.00			12/12
					12/19/2012		No			002-091-5026		
731060	1	Inv	PARTS		12/11/2012	23.75	0		.00			12/12
					12/19/2012		No			001-040-5026		
Total 9700						673.52						
Total 12/18/2012						673.52						

12/18/2012 GL Period Summary

GL Period	Amount
12/12	673.52
	<u>673.52</u>

Invoice No	Vendor Name		Vendor No		Inv Date	Total Cost	Term	Disc Date	Disc Amt	PO Number	GL Per	R
	Seq	Type	Description	Inventory No								
12/19/2012												
536598	1	Inv	PARTS		12/18/2012	99.61	0		.00			12/12
					12/19/2012		No			001-060-5026		
773778	1	Inv	PARTS		12/13/2012	34.43	0		.00			12/12
					12/19/2012		No			002-090-5026		
F71793	1	Inv	EQUIPMENT		12/17/2012	15.01	0		.00			12/12
					12/19/2012		No			001-040-5026		
630519	1	Inv	EQUIPMENT		12/11/2012	17.11	0		.00			12/12
					12/19/2012		No			002-090-5026		
725730	1	Inv	EQUIPMENT		12/18/2012	12.87	0		.00			12/12
					12/19/2012		No			001-031-5026		
253004	1	Inv	EQUIPMENT		12/17/2012	3.36	0		.00			12/12
					12/19/2012		No			002-092-5026		
5441801	1	Inv	EQUIPMENT		12/18/2012	106.85	0		.00			12/12
					12/19/2012		No			001-031-5026		
788455	1	Inv	EQUIPMENT		12/10/2012	11.26	0		.00			12/12
					12/19/2012		No			002-092-5026		
521086	1	Inv	PARTS		12/04/2012	17.81	0		.00			12/12
					12/19/2012		No			002-091-5026		
Total 9700						<u>318.31</u>						
Total 12/19/2012						<u>318.31</u>						

12/19/2012 GL Period Summary

GL Period	Amount
12/12	318.31
	<u>318.31</u>

Invoice No	Seq	Vendor Name Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
1/8/2013											
207000	1	Inv	SUPPLIES AND PARTS	12/31/2012 01/16/2013	5.93	0 No		.00			1/13
207000	2	Inv	SUPPLIES AND PARTS	12/31/2012 01/16/2013	113.66	0 No		.00	007-087-5026		1/13
207000	3	Inv	SUPPLIES AND PARTS	12/31/2012 01/16/2013	45.57	0 No		.00	001-060-5026		1/13
207000	4	Inv	SUPPLIES AND PARTS	12/31/2012 01/16/2013	113.54	0 No		.00	001-004-5026		1/13
207000	5	Inv	SUPPLIES AND PARTS	12/31/2012 01/16/2013	53.51	0 No		.00	001-031-5026		1/13
207000	6	Inv	SUPPLIES AND PARTS	12/31/2012 01/16/2013	17.64	0 No		.00	001-040-5026		1/13
207000	7	Inv	SUPPLIES AND PARTS	12/31/2012 01/16/2013	74.25	0 No		.00	001-050-5026		1/13
207000	8	Inv	SUPPLIES AND PARTS	12/31/2012 01/16/2013	334.39	0 No		.00	001-084-5026		1/13
207000	9	Inv	SUPPLIES AND PARTS	12/31/2012 01/16/2013	184.47	0 No		.00	002-091-5026		1/13
Total 207000					942.96						
Total 9700					942.96						
Total 1/8/2013					942.96						

01/08/2013 GL Period Summary

GL Period	Amount
1/13	942.96
	942.96
Grand Total:	1,934.79

Report GL Period Summary

GL Period	Amount
1/13	942.96
12/12	991.83
	1,934.79

Vendor Number Hash: 194000
 Vendor Number Hash - Split: 271600
 Total Number of Invoices: 20
 Total Number of Transactions: 28

ORDINANCE NO. 12--10

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF HOLBROOK, ARIZONA, AMENDING THE CITY CODE, CHAPTER 1, ADMINISTRATION, ARTICLES 1-4, PURCHASING POLICY BY AMENDING SECTION 1-4-2; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEAL AND SEVERABILITY.

WHEREAS, the Mayor and City Council of the City of Holbrook have considered the purchasing policy; and

WHEREAS, it has been determined that purchasing policy should be amended.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HOLBROOK, ARIZONA:

Section 1. AMENDMENT TO ARTICLE 1-4

Chapter 1 of the City of Holbrook City Code, Article 1-4, is hereby amended to read as follows, with deletions shown as strikethroughs, and with added language shown in CAPS and underlined:

1-4-2 Bidding Procedures

When solicitation of bids is requested by the city council, or is required by applicable State law, or if the Purchasing Agent determines that it is in the best interests of the city to solicit bids, the Purchasing Agent shall conduct the bidding procedures in the following manner:

- A. Notice Contents: All notices and solicitation of bids shall state the time and place for opening.
- B. Submission: All bids shall be submitted sealed to the Purchasing Agent and shall be identified as bids on the envelope.
- C. Opening: All bids shall be opened in public at the time and place stated in the public notice.
- D. Tabulation; Posting: A tabulation of all bids received shall be posted in the City Hall for public inspection.
- E. Formal Bids: When the council requests a formal bid, the formal bids shall specifically state the character of the city improvement, purchase or kind of supplies, materials, equipment and services required. Notice shall be published once in the official newspaper, not less than five (5) days prior to the opening of bids. Bidding shall be by sealed proposals only under

regulations prescribed by the council. Council has the right to reject any and all bids, and to advertise for bids again.

- F. Under ~~\$1,000~~ **\$2,500** : Whenever any contemplated purchase or contract for services is for the sum of less than ~~\$1,000~~ **\$2,500**, the purchasing agent may order the item without any further requirements. **THE ITEM OR SERVICE MUST HAVE BEEN BUDGETED AND BUDGET CAPACITY MUST EXIST FOR THE PURCHASE. DUE DILIGENCE MUST BE EXERCISED TO ENSURE THE BEST POSSIBLE PRICING. THE PURCHASE MUST NOT BE ARTIFICIALLY PLANNED, DIVIDED OR FRAGMENTED TO CIRCUMVENT THE COMPETITIVE BID PROCESS. A PURCHASE REQUISITION/ PURCHASE ORDER MUST BE SIGNED BY THE FINANCE DIRECTOR AND/OR CITY MANAGER AUTHORIZING THE PURCHASING AGENT TO PROCEED WITH THE PURCHASE.**
- G. ~~\$1,000 to \$4,999~~ **\$2,501 to \$4,999** Inclusive: Whenever any contemplated purchase or contract for services is for the sum of at least ~~\$1,000~~ **\$2,501** but not more than \$4,999, the purchasing agent Department Manager shall solicit **AT LEAST** three (3) bids for the item or service. The bids may be orally obtained and **THE BIDS PROVIDED TO** the purchasing agent. **THE PURCHASE AGENT** may then award the purchase or contract to the lowest responsible bidder. **THE ITEM OR SERVICE MUST HAVE BEEN BUDGETED AND BUDGET CAPACITY MUST EXIST FOR THE PURCHASE. DUE DILIGENCE MUST BE EXERCISED TO ENSURE THE BEST POSSIBLE PRICING. THE PURCHASE MUST NOT BE ARTIFICIALLY PLANNED, DIVIDED OR FRAGMENTED TO CIRCUMVENT THE COMPETITIVE BID PROCESS. A PURCHASE REQUISITION/ PURCHASE ORDER MUST BE SIGNED BY THE FINANCE DIRECTOR AND/OR CITY MANAGER AUTHORIZING THE PURCHASING AGENT TO PROCEED WITH THE PURCHASE.**
- H. \$5,000 to \$14999 to Inclusive: Whenever any contemplated purchase or contract for services is for the sum of at least \$5,000 but less than \$14,999, the purchasing agent shall solicit at least three (3) written bids for the item or service on bid forms. No contract or purchase of \$5,000 or more shall be approved except by the council. The purchasing agent shall present to the council any contemplated purchase or contract for \$5,000 or more for approval and advise the council of the advantages and disadvantages of the bid proposal.
- I. \$15,000 and Over: Whenever any contemplated purchase or contract for services is for the sum of \$15,000 or more, the purchasing agent shall cause to be published once in the official newspaper a notice inviting bids, which notice shall be published not less than five (5) days prior to the

opening of bids.¹ The notice herein required shall include a general description of the articles to be purchased or services to be performed and the time and place for the opening of bids. In addition, the purchasing agent shall post a notice inviting bids at the City Hall and shall provide notice by mail to any responsible prospective local suppliers known to the purchasing agent. No contract or purchase of \$5,000 ~~\$5,000~~ \$15,000 or more shall be approved except by the council. The purchasing agent shall present to the council any contemplated purchase or contract for \$15,000 or more for approval and advise the council of the advantages and disadvantages of the bid proposal.

Section 2. EFFECTIVE DATE

The effective date of this ordinance is _____, 2012.

Section 3. REPEALING CLAUSE

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed, effective as of the date of posting hereof.

Section 4. SEVERABILITY

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

PASSED AND APPROVED by the Mayor and Council of the City of Holbrook, Arizona, this _____ day of _____, 2012.

Jeff Hill, Mayor

APPROVED AS TO FORM:

¹See City Charter Section 8.03

ATTEST:

Cher Reyes, , CMC, CPM, City Clerk

Marlene A. Pontrelli, Esq.
Mariscal, Weeks, McIntyre &
Friedlander, P.A., City Attorneys

BALAR EQUIPMENT

11023 N. 22ND AVE.
 P.O. BOX 831 18
 PHOENIX, AZ 85029

Voice: 602-944-1933
 Fax: 602-944-9687

INVOICE

Invoice Number: 1212011
 Invoice Date: Dec 11, 2012
 Page: 1

Duplicate

Drop Shipment

Bill To:
CITY OF HOLBROOK 465 FIRST AVENUE HOLBROOK, AZ 86025

Ship to:
CITY OF HOLBROOK 465 FIRST AVE HOLBROOK, AZ 86025 ATTN: JOHN

Customer ID	Customer PO	Payment Terms	
HOLBROOK	JOHN	Net 10 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
DRM	UPS GRND	12/11/12	12/21/12

Quantity	Item	Description	Unit Price	Amount
1.00	HEIL-001-6768	CYLINDER, GRAB	1,378.47	1,378.47
	02 90 24			

Subtotal	1,378.47
Sales Tax	128.20
Freight	55.74
Total Invoice Amount	1,562.41
Payment/Credit Applied	
TOTAL	1,562.41

Check/Credit Memo No:

WE WILL ADD FINANCE CHARGES ON INVOICES MORE THAN 30 DAYS OVERDUE

RESIDENTIAL TRASH COLLECTION

SERVICES AGREEMENT

between

CITY OF HOLBROOK, ARIZONA

and

LARSON WASTE, INC.

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APPENDICES

Appendix A: Contractor's Proposal/Fee Schedule

RESIDENTIAL TRASH COLLECTION SERVICES AGREEMENT
between
CITY OF HOLBROOK, ARIZONA
and
LARSON WASTE, INC.

This Agreement is made on _____, 2013 between the **CITY OF HOLBROOK**, an Arizona municipal corporation, hereinafter referred to as "City," and **LARSON WASTE, INC.**, an Arizona corporation, hereinafter referred to as "Contractor."

WHEREAS, the City has received and evaluated proposals from several offerors in response to a Request for Proposal issued by the City for Trash Collection with a due date of December 5, 2012, hereinafter referred to as "RFP"; and,

WHEREAS, Contractor, submitted a proposal in response to the RFP; and

WHEREAS, the City Council has duly voted to accept the proposal submitted by Contractor subject to final execution of a mutually acceptable agreement, and the City has the power to execute the necessary contract;

WHEREAS, the City desires to hire the Contractor to provide those services specified hereinafter; and

WHEREAS, the Contractor desires to provide those services specified hereinafter;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, City and Contractor hereby agree as follows:

SECTION 1: DEFINITIONS

As used herein, the following terms shall have the meanings as set forth in this Section.

The words "**shall**," "**will**," and "**must**" are always mandatory and not merely discretionary. The word "**may**" indicates something that is not mandatory but permissible.

When not inconsistent with the context, words in the plural shall include the singular and vice versa, words importing persons shall include firms and corporations, words in the present tense shall include the future, and use of the masculine gender shall include the feminine gender.

The terms "**herein**", "**hereinafter**", "**hereunder**", "**hereby**", "**hereto**", "**hereof**", and any similar terms, shall refer to this Agreement.

"**Agreement**" — Agreement shall mean this Agreement between the City and the Contractor, including all Appendices and any written amendment hereto.

"**Business Day**" — Business Day shall mean any day, Monday through Friday, from 7:00 AM, local Arizona time till 5:00 PM, local Arizona time.

"**Cart**" — Cart shall mean a receptacle with wheels with a capacity of up to approximately ninety-six (96) gallons designed or intended to be mechanically dumped into a loader-packer type truck and approved for use by the Contract Administrator. The initial Carts shall be new Otto Carts provided by Contractor at no additional charge to City.

"**City**" — City shall mean the City of Holbrook, a political subdivision of the State of Arizona; and shall include City's elected officials, officers, employees, agents, volunteers and representatives.

"**Collection**" — Collection shall mean the collection and disposal of garbage/refuse/trash for all Residential Trash Units Service within the City limits, unless exempt.

"**Container(s)**" — Container(s) shall mean Cart(s) and Metal Bin(s).

"Contract Administrator" — Contract Administrator shall mean the City Manager of the City, or their designee or designees, who shall represent the City in the administration and supervision of this Agreement.

"Contract Year" — The initial Contract Year shall mean the period beginning March 1, 2013 and ending on February 28, 2014.

"Contractor" — Contractor shall mean Larson Waste, Inc., an Arizona corporation authorized to do business in the City and Arizona.

"Curbside" — Curbside shall mean within five (5) feet of the street or alleyway that provides primary access to the Residential Trash Service Unit as designated by the Contract Administrator.

"Customer" - Customer shall mean the Person the City bills for the Residential Trash Services for each Residential Trash Service Unit.

"Disposal Facility" — Disposal Facility shall mean a facility, area of land or excavation in which Residential Trash is placed for permanent disposal. Disposal Facility does not include a land application unit, surface impoundment, injection well, compost pile or waste pile or an area containing ash from the on-site combustion of coal that does not contain household waste, household hazardous waste or conditionally exempt small quantity generator waste.

"Effective Date" — Effective Date shall mean the date upon which this Agreement is fully executed by both parties. The later signature date shall be the Effective Date.

"Exempt Residential Trash Service Customer List" - Exempt Residential Trash Service List shall mean the customer list maintained by the City of those Residential Trash Service Units that have been granted an exemption by the City from the requirement to receive Residential Trash Services.

"Force Majeure" - An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the City or Contractor from performing any of its obligations (other than payment obligations) under this Agreement:

- (i) Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of Contractor, its agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather;
- (ii) Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities; or
- (iii) Suspension, termination or interruption of utilities necessary to the operation of the Recycling Facility.

"Hazardous Waste" — Hazardous Waste shall have the meaning set forth in Arizona Administrative Code Section R18-8-261.

"Improper Set-out" — Improper Set-out shall mean a set-out of Residential Trash that is not compliant with local laws.

"Laws" – Laws shall mean any and all Federal, State, County, City, and local laws, statutes, regulations, rulings, ordinances and policies.

"Metal Bins" – Metal Bins shall mean dumpsters of from 2 cubic yards to 4 cubic yards. Metal Bins shall be provided by the Customer at no charge to the City.

"Missed Collection" – Missed Collection shall mean Contractor's failure to provide service to Customers who properly prepared and set out their Residential Trash at the collection location on the scheduled collection day, and all said materials were not picked up by the Contractor. Contractor may dispute the designation of

a Missed Collection to the Contract Administrator. In the case of a dispute, the Contract Administrator's determination shall be final as to whether a set-out is a Missed Collection.

"Person" — Person shall mean an individual, corporation, company, association, partnership, unit of local government, state agency, federal agency, or other legal entity.

"Residential Trash Service Unit" — Residential Trash Service Unit shall mean a residential dwelling identified by the City to receive Residential Trash Services and utilizing a Cart or Metal Bin for the accumulation and set-out of Residential Trash under this Agreement.

"Residential Trash Services" — Residential Trash Services shall mean the provision of residential trash collection services under this Agreement.

"State"— State shall mean the State of Arizona.

"Tipping Fees" – Tipping Fees means any and all fees charged by a Disposal Facility for unloading and/or disposal of the Residential Trash collected by Contractor pursuant to this Agreement.

"Ton"— Ton shall mean a unit of weight equal to 2,000 pounds.

SECTION 2: REPRESENTATIONS

2.1 Representations by City

The City represents to the Contractor that the City is duly organized and existing in good standing under the laws of the State and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement. The City has not represented to, nor guaranteed, Contractor that the City will award Contractor any additional or other contracts, including without limitation, any contract for commercial trash collection.

2.2 Representations by Contractor

The Contractor represents to the City that:

- (i) The Contractor is duly qualified and in good standing to do business in the State and is duly qualified and in good standing to do business wherever necessary to carry on the business and operations contemplated by this Agreement.
- (ii) The Contractor has obtained the necessary collecting and disposal capacity for the initial term of this Agreement, including the initial term (as further described herein), and renewal terms as defined in Section 3 of this Agreement, if any.
- (iii) The Contractor has obtained all applicable environmental and other governmental permits, licenses and authorizations that are: (a) necessary for the Contractor's performance of Residential Trash Services, (b) the Contractor's handling and/or disposal of any Hazardous Waste, as may be required by the terms of this Agreement; and (c) required to be issued under any and all laws.
- (iv) The Contractor has obtained all insurance coverage as required by this Agreement.
- (v) To the best of the Contractor's knowledge, there is no action, suit or proceeding, at law or equity, before or by any court or government authority, pending or threatened against the Contractor, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Contractor of its obligation hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other contract or instrument entered into by the Contractor in connection with the transactions contemplated hereby.

SECTION 3: EFFECTIVE DATE AND TERM OF AGREEMENT

3.1 Effective Date

Except as otherwise provided for herein, the obligations of the parties shall take effect on the Effective Date.

3.2 Initial Term

The Contractor shall commence Residential Trash Services for the initial term on March 1, 2013 at 12:01 AM, local Arizona time.

Unless sooner terminated in accordance with the provisions in this Agreement, the initial term for Residential Trash Services shall continue in effect until March 1, 2016 at 11:59 PM, local Arizona time.

3.3 Option to Renew

After the initial term as defined in Section 3.2 of this Agreement, City shall have the option at its sole discretion to renew this Agreement for one (1) additional one (1) year term. To exercise its option, City shall provide written notice to Contractor of City's wish to renew, not later than thirty (30) calendar days preceding the scheduled date of expiration. This provision in no way limits the City's right to terminate this Agreement at any time during the Initial Term or any extension thereof pursuant to the provisions of this Agreement.

SECTION 4: RESIDENTIAL TRASH AND OTHER SERVICES

4.1 Normal Residential Trash Service.

Contractor shall collect, once per week on a scheduled day, one (1) Cart of Residential Trash from each Residential Trash Service Unit. Upon the receipt of a written notice from the Contract Administrator, Contractor shall discontinue Residential Trash Services for the identified additional Cart(s) of Residential Trash for the respective Residential Trash Service Unit(s).

4.2 Additional Carts.

Upon the receipt of a written notice from the Contract Administrator for collection of more than one (1) Cart of Residential Trash from Residential Trash Service Unit(s) Contractor shall collect once per week on the same scheduled day as the collection of the initial Cart, the quantity of additional Cart(s) of Residential Trash as identified by the Contract Administrator from the respective Residential Trash Service Unit(s).

4.3 Metal Bins.

Upon the receipt of a written notice from the Contract Administrator for collection of Residential Trash from Metal Bin(s) at specific Residential Trash Service Unit(s) Contractor shall collect Residential Trash from such designated Metal Bin(s) on a scheduled date consistent with the written notice.

4.4 Residential Trash Services on a Non-Scheduled Collection Day.

Upon the receipt of a written notice from the Contract Administrator for collection of Containers(s) of Residential Trash from Residential Trash Service Unit(s) on a non-scheduled day, Contractor shall collect, Residential Trash Service on a Business Day other than the scheduled collection day and acceptable to both the City and the Contractor, the quantity of Cart(s) as identified by the Contract Administrator.

4.5 Other Services.

Unless otherwise stated in this Agreement, the Contractor shall be solely responsible for all aspects of the management, operations, and maintenance of Residential Trash Services, the following additional requirements:

- (i) Transportation and disposal of Residential Trash;
- (ii) The maintenance of complete and accurate records and the provision of reports to the City in accordance with the requirements of this Agreement;

- (iii) The preventive maintenance, maintenance and repair of Contractors' vehicles and equipment including vehicles, buildings, grounds and other equipment;
- (iv) The prevention and clean-up of litter, spillage, dust and odor as set-forth in this Agreement;
- (v) The recruitment, hiring, and training of all managerial, supervisory, and operating personnel;
- (vi) Assembly, delivery and storage of Carts; and
- (vii) Purchase, assembly, delivery, storage, and replacement of Carts as set forth herein.

SECTION 5: COLLECTION AND DISPOSAL LOCATIONS

5.1 Collection Location

Except as set forth herein or otherwise directed by the Contract Administrator in writing, Contractor shall collect Cart(s) for Residential Trash Services at the curbside. If the Contract Administrator deems all residents of a Residential Trash Service Unit are handicapped or due to age or verified physical limitations cannot safely move a Cart filled with Residential Trash, the Contractor shall collect Cart(s) for Residential Trash Services and Recycling Services from such Residential Trash Services Unit(s) at the backdoor. The Contract Administrator at its sole discretion shall determine the location for Backdoor and Curbside for each Residential Trash Service Unit.

5.2 Disposal Location And Tipping Fees

Contractor shall dispose of all Residential Trash, collected pursuant to this Agreement at a Disposal Facility to be approved by the City. Contractors will pay all Tipping Fees and related charges which are already included in the rates in Appendix A.

SECTION 6: COLLECTION EQUIPMENT AND PERSONNEL

6.1 Collection Equipment.

6.1.1 Collection Vehicles

6.1.1.1 Appearance of Collection Vehicles

Contractor shall display, on all collection vehicles, service information, such as the name of Contractor, the name of the City, customer service office telephone number, unique identification number of the vehicle, and other information, as solely decided by the City in letters not less than six (6) inches high on each side and the rear of the collection vehicle. All collection vehicles shall be uniquely numbered and a record kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles, except for events sponsored by the City, which shall be advertised on request and at the sole expense of the City.

6.1.1.2 Age of Collection Vehicles

Contractor shall provide all collection services pursuant to this Agreement with collection vehicles of less than _____ () years of age. The average age for the collection vehicles to be used for performances of collection services provided pursuant to this Agreement shall not exceed _____ () years of age.

6.1.1.3 Minimum Count of Collection Vehicles

Contractor shall provide maintain at all times during the term of this Agreement and renewal, if any, a minimum of _____ collection vehicles.

6.1.1.4 Purchase, Operation, Maintenance, and Replacement of Collection and Processing Equipment

Unless otherwise stated in this Agreement, Contractor shall be solely responsible for all costs of purchasing, operating, maintaining, and replacing collection vehicles for the term of this Agreement, including the initial term and renewal terms, if any.

City, at its sole discretion, shall determine whether the Contractor is or is not properly maintaining the collection vehicles. If the City determines the Contractor is not properly maintaining the collection vehicles, Contractor shall replace such collection vehicle within fourteen (14) calendar days with comparable equipment in accordance with this Agreement and City may assess liquidated damages in accordance with this Agreement.

6.1.2 Carts

6.1.2.1 *Appearance of Carts*

City shall have the sole decision in determining the appearance of the Carts.

6.1.2.2 *Purchase of Carts*

Contractor, at its sole cost, shall purchase all Carts required for the provision of collection services pursuant to this Agreement.

6.1.2.3 *Staging, Assembly, Distribution, Maintenance, and Storage of Carts*

Contractor, at its sole costs, shall provide a site located in the City or within ten (10) miles from the City mutually agreed to by the Contractor and the City for the staging, assembly, maintenance, and storage of the carts. In addition, Contractor shall assemble and conduct the initial distribution of one (1) Cart for Residential Trash Services to each (i) Residential Trash Service Unit on the initial customer list prior to March 1, 2013, and to each new Residential Trash Service Unit within two (2) business days of the written request of the City. In addition to the initial distribution, Contractor shall (i) assemble and distribute additional cart(s) to each new Residential Trash Service Unit within two (2) business days of the written request of the City and (ii) repossess cart(s) from Residential Trash Service Unit within two (2) business days of the written request of the City.

Contractor shall attach a Program Introduction Notice to each cart delivered. In addition, Contractor shall record the unique Cart identification number and the address in the format approved by the City for each cart delivered.

Contractor's employees shall take care to prevent damage to carts by unnecessary rough treatment. Contractor shall be solely responsible for the maintenance, including warranty issues, of Carts.

To ensure adequate maintenance of the Carts, Contractor shall conduct an audit of Carts in possession of customers a minimum of once per every three (3) consecutive months to identify Cart(s), if any, that are breeding flies or creating health hazards. Contractor shall submit the results of the audit, including identification of any carts that are breeding flies or creating health hazards, to the City within fourteen (14) calendar days of completion of the audit.

6.1.2.4 *Replacement of Carts*

Upon notification to Contractor by the City or a Customer that a Cart has been lost, destroyed, stolen or that it has been damaged beyond repair, Contractor shall purchase, if necessary, and deliver a replacement cart to such customer within two (2) business days. At the expense of the Contractor, each Residential Trash Service Unit shall be entitled to replacements of destroyed or damaged beyond repair cart(s) if determined by the Contract Administrator that such destruction or damage was caused by the Contractor or Contractor's employees or equipment for the life of the Agreement at no cost to the City or the Customer. If the damage to a Cart is determined by the Contract Administrator to have been caused by the Customer, the cost of replacing the Cart will be paid by the Customer, at the actual cost of the Cart, plus ten percent (10%).

6.1.3 Other Collection Equipment

6.1.3.1 *Appearance of Other Collection Equipment*

City shall have the sole decision in determining the appearance of the other collection equipment.

6.1.3.2 Purchase, Operation, and Maintenance of Other Collection Equipment

Unless otherwise stated in this Agreement, Contractor shall be solely responsible for all costs of purchasing, operating, and maintaining collection equipment for the term of this Agreement, including the initial term and renewal terms, if any.

City, at its sole discretion, shall determine whether the Contractor is or is not properly maintaining the collection equipment. If the City determines the Contractor is not properly maintaining the collection equipment, Contractor shall replace such equipment in accordance with this Agreement and City may assess liquidated damages in accordance with this Agreement.

6.1.3.3 Replacement of Other Collection Equipment

Unless otherwise stated in this Agreement, Contractor shall be solely responsible for the replacement of collection equipment if such equipment is lost, stolen or damaged beyond normal wear and tear. If Contractor or City determines that collection equipment requires replacement, Contractor shall replace such equipment within fourteen (14) calendar days with comparable equipment. Contractor shall be responsible to make the appearance of the replacement equipment in adherence with the requirements of this Agreement.

6.1.4 Ownership of Collection Equipment

Ownership of collection equipment other than Collectors shall rest with Contractor. The Carts shall be owned by the City. The ownership the Metal Bins shall be unaffected by this Agreement.

6.1.5 Purchase, Operation, Maintenance, and Replacement of Collection and Processing Equipment

Unless otherwise stated in this Agreement, Contractor shall be solely responsible for all costs of purchasing, operating, maintaining, and replacing collection vehicles for the term of this Agreement, including the initial term and renewal terms, if any.

6.2 Personnel

Contractor shall assign a qualified person or persons to be in charge of its operations within City, and shall provide the name, office telephone number, mobile phone number, email address, and fax number of Contractor's representatives and key personnel to the Contract Administrator. Such records shall be updated as personnel or contact information changes. In addition, Contractor shall adhere to the following requirements:

- (i) Contractor shall hire and maintain qualified personnel to provide service under this Agreement. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels.
- (ii) Contractor shall furnish each employee involved in the performance of this Contract with a uniform and safety vest, shirt or jacket which clearly displays the name of Contractor. Such uniforms and safety equipment shall make the employee readily visible to other motorists. Contractor's employees shall wear complete uniforms and safety vest, shirt or jacket at all times.
- (iii) Contractor shall provide regularly scheduled, on-going operating and safety training for all employees. Such meetings shall be mandatory for all collection and supervisory personnel, and held not less than once per month. All temporary and newly hired permanent collection personnel must receive comprehensive safety and operational training prior to working on the collection vehicles. Training manuals and schedules shall be maintained at the local office of Contractor and available for review at any time by Contract Administrator.
- (iv) All employees involved in the performance of this Agreement including office and all collection personnel, must be provided adequate training before and during their employment with the Contractor. This training shall familiarize employees with the required duties and standards of performance, specific requirement on routes to which they will be assigned, teach the route layouts previously established and approved, and provide necessary knowledge to eliminate delays and missed collections. All supervisory and collection employees must be provided comprehensive safety training, equipment, and supplies prior to and during the performance of their duties. All

collection, administrative, supervisory and customer service personnel must receive customer service training prior to and during the time they are employed by the Contractor.

- (v) Contractor's employees shall treat all customers, co-workers, City employees and any individual with whom they come in contact in the performance of their duties in a polite and courteous manner. Rudeness, belligerence, and the use of profanity are strictly prohibited. The City reserves the right to direct Contractor to remove any employee who violates this policy from providing services to the City, pursuant to this Agreement.
- (vi) In performance of collection services, Contractor's employees must adhere to municipal, City, state and federal laws.

City reserves the right to make a complaint regarding any employee of the Contractor who violates any provision herein, or who is wanton, negligent or discourteous in the performance of his/her duties. The City may recommend appropriate action be taken by the Contractor and may require the Contractor to remove any unacceptable employee, as determined by the City, from service to the City. The City reserves the right to have the Contractor remove employees who fail to meet these criteria from services related to this Agreement.

SECTION 7: HOURS OF OPERATION

7.1 No Change Without Prior Written Approval

Contractor shall not make any changes to the hours of operation as provided in this Section without the prior written approval of the Contract Administrator.

7.2 Collection Services

7.2.1 Residential Collection Services

Excluding holidays as defined in this Agreement, Contractor shall provide Residential Trash Services from Monday through Friday, 7:00 AM, local Arizona time to 5:00 PM, local Arizona time. Residential Trash Services that fall on a holiday as defined in this Agreement shall be collected on the next calendar day from 7:00 AM, local Arizona time to 5:00 PM, local Arizona time. Contractor may, with prior written approval from the Contract Administrator, set a holiday schedule that is different from the normal schedule, provided that the Contractor notifies all Customers thereof at least ten (10) days prior to the change in service. Such notice may occur by publication or by telephone.

7.2.2 Extension of Collection Services Hours of Operation

If the Contractor determines that the collection services will not be completed by end time for the collection services as defined by the hours of operation in this Agreement on the scheduled collection day, the Contractor shall notify the City by 3:00 PM, local Arizona time and request an extension of the collection hours. The Contractor shall inform the City of the areas not completed, the reason for non-completion, and the expected time of completion. The City must approve any extension of hours of operation.

7.3 Contractor Representative

Contractor shall have a competent and reliable representative on duty that is authorized to make decisions and act on its behalf. Contractor agrees that City shall have twenty-four (24) hour access to said representative via a non-toll call from City. Answering machines, pagers or other devices that do not provide for immediate contact with Contractor's said representative(s) shall not meet the requirements of this Section.

7.4 Holidays

For purposes of this Agreement, holidays shall include the following:

- (i) New Year's Day
- (ii) Independence Day
- (iii) Thanksgiving Day
- (iv) Christmas Day
- (v) Memorial Day

(vi) Labor Day

The City, at its sole discretion, may add or delete holidays. If the City elects to add or delete holidays, the City will provide the Contractor notice in accordance with the provisions of this Agreement. Contractor shall perform the scheduled collection for the holiday and the remainder of the week ending on Friday on the next calendar day after the scheduled collection day.

SECTION 8: CUSTOMER SERVICE COMPLAINTS

All Customer service complaints shall initially be directed to the City. The City will generate an electronic work order outlining all legitimate complaints received. The work order will contain:

- (i) Identification Number
- (ii) Date and time of call
- (iii) Customer name, address, and phone number
- (iv) Type of complaint

The work order will then be electronically submitted to the Contractor for resolution. The Contractor will resolve each customer complaint by:

- (i) If the complaint is an alleged missed collection, Contractor shall pick up the missed collection on that same day if the complaint is received by the Contractor prior to 11:00 AM, local Arizona time unless Contractor has a digital photograph that the Contractor Administrator deems as sufficient proof that the alleged set-out was a late set-out.
- (ii) If the complaint is an alleged missed collection, Contractor shall pick up the missed collection before 5:00 PM, local Arizona time on the next calendar day if the complaint is received by the Contractor after 11:00 AM, local Arizona time unless Contractor has a photograph that the Contractor Administrator deems as sufficient proof that the alleged set-out was a late set-out.
- (iii) If the complaint is an alleged missed collection and the Contractor has a photograph that the Contractor Administrator deems as sufficient proof that the alleged set-out was a late set-out, Contractor may pick up the alleged missed collection, but it will not be considered a missed collection.
- (iv) If the complaint other than an alleged missed collection, Contractor shall resolve the complaint within twenty-four (24) hours of written notice of such complaint to Contractor.

Upon resolution of the Customer complaint, Contractor will close the work order and resubmit to the City. The closed work order will include:

- (i) Contractor's determination as to legitimate or non-legitimate complaint;
- (ii) Date, time and action taken to resolve complaint; and
- (iii) Name of responsible contact at Contractor's location regarding the complaint.

Contractor and Contractor's employees understand that customer service is of high importance to the City. Contractor and its employees will work diligently with the City to provide high customer services to the City and all customers.

SECTION 9: DAMAGE TO PROPERTY

The Contractor shall take all necessary precautions to protect public and private property during the performance of this Contract. Except for reasonable wear and tear, the Contractor shall repair or replace any private or public property which is damaged by the Contractor. Such property damages shall be addressed for repair or replacement, at no charge to the property owner, within forty-eight (48) hours with property of the same or equivalent value at the time of the damage.

If the Contractor fails to address the repair or replacement of damaged property within forty-eight (48) hours, the City may, but shall not be obligated to, repair or replace such damaged property, and the cost of doing so shall be deducted from payment to be made to the Contractor.

SECTION 10: SPILLAGE, LEAKAGE AND CLEANING

10.1 Spillage and Leakage

Contractor shall clean up any materials including leakage of fluids spilled from Contractor's vehicles by the Contractor, Contractor's Vehicles or Contractor's employees. During transport, all materials shall be contained, covered and enclosed so that leaking, spilling, and blowing of materials does not occur. Contractor shall be responsible for the cleanup of any spillage or leakage caused by Contractor, Contractor's vehicles or the Contractor's employees. Contractor shall perform all clean-ups within two (2) hours of the spillage or leakage.

10.2 Routine Cleaning

The Contractor shall routinely clean Carts and Contractor's hauling vehicles other equipment.

SECTION 11: RECORDKEEPING AND REPORTING

11.1 Recordkeeping

The Contractor shall create, maintain, and make available records as defined in, and required by, all applicable local, state, and federal laws, rules and regulations, and any reports as are reasonably necessary to:

- (i) Document Residential Trash deliveries, time delivered to Disposal Facility, tonnage of material delivered, and other information as requested by Contract Administrator. (A monthly summary shall also be submitted to the City.)
- (ii) Document Improper Set-outs on a daily basis including the address, time and date for each and the reason, photograph and notice for Improper Set-outs. (A monthly summary shall also be submitted to the City.)
- (iii) Document Hazardous Waste including the source, tonnage, date received, disposal facility, and other information as requested by Contract Administrator. (A monthly and annual summary shall also be submitted to the City.)
- (iv) Such other documents and reports as the City may reasonably require to verify compliance with the Agreement or to meet the City's reporting requirements with the State of Arizona, ADEQ, and/or Navajo County. (A monthly and annual summary shall also be submitted to the City.)
- (v) All of Contractor's records shall be available to City and its representatives at reasonable times and places throughout the term of this Agreement and for a period of five (5) years after last or final payment.

11.2 Reporting

11.2.1 Initial Reports

11.2.1.1 *Transition Plan*

The Contractor shall provide a transition plan by _____, 2013. This transition plan will be submitted for written approval by the Contract Administrator.

11.2.1.2 *Hazardous Waste Contingency Plan*

The Contractor shall provide a Hazardous Waste contingency plan by _____, 2013, to the Contract Administrator and to the City's Risk Manager. This plan shall detail what actions shall be taken by the Contractor upon discovery of Hazardous Waste. This contingency plan will be reviewed by the Contract Administrator. The plan shall include a copy of a signed contract(s) with a permitted Hazardous Waste transporter(s) to handle any Hazardous Waste discovered at the Recycling Facility. The plan must comply with all State and Federal regulations regarding the handling of Hazardous Waste. Non-conformance with any State or Federal regulation shall cause rejection of the plan. This Hazardous Waste contingency plan will be submitted for approval by the Contract Administrator.

11.2.2 Monthly Reports

Contractor shall submit all monthly reports, including bills, to the City's Contract Administrator within seven (7) calendar days following the end of each calendar month. Monthly reports shall pertain to records described in Section 11.1(i) through and including (v) above.

11.2.3 Annual Reports

Contractor shall submit all annual reports to the City's Contract Administrator within thirty (30) calendar days following the Contract Year end. Annual reports shall pertain to records Section 11.1(i) through and including (v) above.

11.2.4 Report Format

Within fourteen (14) calendar days after March 1, 2013, the Contractor will be required to submit to the City's Residential Trash Manager for its approval the format and sample contents of the records to be maintained and the reports to be generated in fulfillment of the requirements of the Agreement. Contractor shall submit all reports in electronic format approved by the City and hard copy.

11.3 Annual Report

If requested by the Contract Administrator, Contractor shall submit an annual report prepared by an external accounting firm for itself as a whole within ninety (90) calendar days of the end of the Contractor's fiscal year end (_____). The annual report may be issued by the Contractor and shall include at a minimum Contractor's income statement and balance sheet; proof that all insurance policies relative to this Agreement are in effect; and information on any outstanding lawsuits that might adversely impact City. In the event Contractor is acquired, the Contractor shall notify the City of the transfer in ownership, whereupon the City shall have the option to require that the annual report be submitted by the acquiring entity. In the event Contractor is acquired, the City shall have the option to require that the acquiring entity provide a Performance Bond as required by this Agreement.

The financial basis records shall be kept in accordance with generally accepted accounting principles.

SECTION 12: TOWN INSPECTION RIGHTS

12.1 City's Right to Inspect Records, Books, Data and Documents

To confirm compliance with this Agreement, the City or any of its duly authorized representatives shall have access, within twenty-four (24) hours of notification, to all books, records, data and documents of the Contractor for inspection, and audit, at City's own expense.

12.2 City's Rights to Inspect Facilities and Equipment

The City or any of its duly authorized representatives shall have access, within twenty-four (24) hours of notification, to inspect Contractor's facilities, and equipment and perform such inspections, as City deems reasonably necessary, to determine whether the services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of the solicitation documents, if applicable. City shall conduct the inspection of facilities and equipment during hours of operation. Contractor shall make available to City all reasonable facilities and assistance to facilitate the performance of inspections by City's representatives.

SECTION 13: CUSTOMER LISTS, BILLING, PAYMENT, AND ADJUSTMENTS

13.1 Customer Lists

On or before _____, 2013, the Contract Administrator shall provide Contractor with a Residential Trash Services Customer List. Contractor will report in writing to the City's Residential Trash Manager any Cart(s) placed at the curbside of the Residential Trash Service Unit that is not on the then current Residential Trash Services Customer List, and Contract Administrator will thereafter update the Residential Trash Services Customer List as applicable. Regardless of the Residential Trash Services Customer List, Contractor shall provide services to all Residential Trash Services Units in accordance with this Agreement.

On or prior to _____, 2013, Contract Administrator shall provide Contractor with an Exempt Residential Trash Services Customer List. Within seven (7) days after first collection therefrom, Contractor will report in writing to the City's Residential Trash Manager any Cart(s) at the curbside of the Residential Trash Service Unit that is on the then current Exempt Residential Trash Services Customer List, and the Contract Administrator will thereafter update the Exempt Residential Trash Services Customer List as applicable.

13.2 Billing

17.2.1 Customer Billing for Residential Trash Services

The City shall bill Customers for Residential Trash Services in accordance with the rate structure established by the City, which may be more than the amount billed by Contractor to the City for such services. Any other charges to Customer (i.e., for replacement Carts) shall also be billed through the City. Unless authorized in writing by the Contract Administrator, the Contractor shall not bill Customers for Residential Trash Services, or any other fees or services.

17.2.2 Billing by Contractor to City

The Contractor shall bill the City on or before the 5th day of each month for all Residential Trash Services performed during the immediate prior calendar month. The Contractor shall ensure that each bill (1) describes services provided to the City, (2) includes all charges for the prior month, and (3) includes any other information the City requests. The Contractor shall bill City in accordance with the Rate Structure established in Appendix A and as may subsequently be adjusted as set forth in this Agreement.

17.2.2 No Other Charges

The Contractor will not be allowed to bill the City for any additional charges, including fuel costs, Tipping Fees, or other costs.

13.3 Payment to Contractor

Contingent upon Contractor's full performance under this Agreement and approval by the Contract Administrator, and minus any deductions or backcharges to which the City is entitled, the City shall pay Contractor within ten (10) days of the Contract Administrator's approval of the amount to be paid to Contractor under this Agreement for each invoice submitted by Contractor.

13.4 Annual Rate Adjustments

The rates payable to Contractor set forth in Appendix A shall be subject to a Consumer Price Index ("CPI") and fuel surcharge adjusted annually on the anniversary date of this Agreement commencing on March 1, 2014, as follows:

13.4.1 Rate Increase

The rates may be adjusted upward annually on the anniversary date equal to the annual percentage increase in the CPI based upon the then most recent CPI as published by the Western Region Consumer Price Index for All Urban Consumers for the Phoenix-Mesa area as published by the Bureau of Labor Statistic of the United States Department of Labor (or such other CPI approved in writing by the Contract Administrator), currently available on the internet at: http://www.bls.gov/eag/eag.az_phoenix_msa.htm.

13.4.2 Fuel Surcharge

In addition, the rates on Appendix B may be adjusted upward annually on the anniversary date based upon the annual increase in the then most recent West Coast (excluding California) PADD 5 weekly price per gallon of diesel (On-Highway) – All Types, published by the Department of Energy ("DOE") (or such other CPI approved in writing by the Contract Administrator), currently available on the internet at http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_r50_w.htm.

13.4.3 Cumulative Rate Adjustment

The cumulative rate adjustment under sections 13.4.1 and 13.4.2 above shall be calculated by the Contract Administrator, which calculation shall be final and binding, and shall not exceed five (5) percent per Contract Year.

13.5 Reimbursement for Arizona Department of Environmental Quality Costs

For the duration of this Agreement, Contractor shall be solely responsible for the costs associated with the request for and issuance of variance(s) by Maricopa County, AZ, Pinal County, AZ, and Arizona Department of Environmental Quality in regards to services to be provided pursuant to this Agreement. If City submits payment to Arizona Department of Environmental Quality ("ADEQ") for the Cost for issuance of variance(s), Contractor shall reimburse City within thirty (30) calendar days of written notice of City.

SECTION 14: COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall comply with all Laws, including, without limitation, the following:

14.1 Trash and Hazardous Waste

All laws pertaining to the collection, transportation and disposal of Residential Trash and Hazardous Waste.

14.2 Workplace Compliance

The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

14.3 Compliance with Federal Immigration Laws and Regulations

Pursuant to the provisions of A.R.S. § 41-4401, the Contractor warrants to the City that the Contractor and all its subcontractors are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A).

A breach of this warranty by the Contractor or any of its subcontractors will be deemed a material breach of this Contract and may subject the Contractor or subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Contractor or any subcontractor who works on this Contract to ensure that the Contractor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty.

The City will not consider the Contractor or any of its subcontractors in material breach of this Contract if the Contractor and its subcontractors 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). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

14.4 Occupational Safety and Administration

Contractor will warrant that any work performed on City property or in a location partially or entirely under (Contractor's) control will be performed in accordance with OSHA requirements and all applicable labor laws, regulations, and standards.

14.5 Equal Employment Opportunity

Contractor will comply with applicable laws, statutes, codes, rules and regulations related to or prohibiting discrimination in employment in the performance of its work under this Agreement.

14.6 Fair Labor Standards Act

Contractor is required and hereby agrees by execution of this Agreement to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

14.7 Prohibition of Doing Business with Sudan and Iran

Pursuant to A.R.S. §§ 35-391.06 and 35-393-06, Consultant certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

14.8 Cancellation for Conflict of Interest

Pursuant to the provisions of A.R.S. § 38-511, the City may cancel any contract or agreement, without penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension thereof is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

SECTION 15: PUBLIC EDUCATION ACTIVITIES

Contractor shall provide the following services associated with public education notices at no cost to the City or the Customer. Contractor will at no time place public education notices inside Customers' mailboxes. Contractor shall not distribute any public education notices to Residential Trash Service Units within the Service Area without written approval from Contract Administrator.

(i) **Distribution of Program Introduction Notice**

Contractor shall distribute, at Contractor's own expense, a Program Introduction Notice for each Residential Trash Service Unit for which Contractor delivers a Cart. Contractor shall attach Program Introduction Notice via a non-adhesive means to each Cart delivered to a customer or picked up by a customer at the Contractor's office.

(ii) **Development, Printing and Distribution of Improper Set-out Notice**

Contractor shall develop, print, and distribute, at Contractor's own expense, an Improper Set-out Notice. The Improper Set-out Notice shall be approved by the City and shall include one (1) original with two (2) carbon copies. The Improper Set-out shall include (a) the date (b) reason for non-collection, and (c) Contractor's customer service telephone number, and (d) any other information the City requests. Contractor shall attach the original Improper Set-out Notice via a non-adhesive means to the handle of the Cart. Contractor shall take a digital photo of set-out that receives an Improper Set-out. Contractor shall maintain carbon copies of Improper Set-out Notices and digital photos in a format Contractor can immediately retrieve a requested notice or photo by address. Contractor shall provide a monthly report of Improper Set-out Notices as set forth in this Agreement.

SECTION 16: INDEMNIFICATION

To the fullest extent permitted by law, the Contractor, as Indemnitor, shall indemnify, defend, and hold City, its officers, officials, employees, agents, and volunteers (collectively "Indemnitees") harmless from and against any and all liability, claims, losses, suits, actions, damages, and expenses (including, but not limited to, court costs, attorneys fees, and costs of claim processing, investigation and litigation (collectively "Claims") for any personal injury, bodily injury, loss of life, or loss or damage to property, or loss of use thereof, or any violation of any federal, state, or local law or ordinance, or other cause of action, related to or arising out of Contractor's performance of its obligations pursuant to the terms of this Agreement, or caused, in whole or in part, by the acts or omissions of Contractor, its owners, officers, directors, employees, subcontractors, or agents whether or not the Claim is caused, in whole or in part, by the active or passive negligence of any or all of the Indemnitees or the agents, employees or contractors of same. This indemnity includes any claim or amount arising out of or recovered under the Workers Compensation Law or arising out of the failure of Indemnitor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be

indemnified by Indemnitor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation defense and judgment costs where this indemnification is applicable.

SECTION 17: INSURANCE REQUIREMENTS

17.1 Specific Insurance Requirements

The Contractor shall procure and maintain, during the life of this Agreement insurance coverage listed below. If Federal, State or local law requires a higher insurance limit, Contractor shall procure and maintain the policy limit as specified by the applicable law and in the RFP, including:

- (i) Worker's Compensation Insurance: - On behalf of itself, its partners, and all employees employed directly or indirectly by the Contractor who are to provide a service under this Agreement of limits no less than as required law.
- (ii) Employer's Liability Insurance: - Employer's Liability insurance with limits of liability in the amount of \$1,000,000.00 shall be provided. Employer limits \$1,000,000.00 each accident.
- (iii) Commercial General Liability: - Including, but not limited to, bodily injury, property damage, contractual and personal injury with limits of not less than \$5,000,000 per occurrence, \$10,000,000 aggregate covering all work performed under this Agreement. The above policy shall include coverage for bodily injury liability, property damage liability, personal injury liability (including coverage for contractual and employee acts), blanket contractual liability, and pollution release liability. Said policy shall contain a severability of interests provision. And
- (iv) Automobile Liability: - Bodily injury and property damage including all vehicles owned, leased, hired and non-owned with limits of not less than \$5,000,000 combined single limit covering all work performed under this Agreement (limits may be satisfied by combining an umbrella form and Automobile Liability form for a combined total limit of \$10,000,000).

The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the State of Arizona and meet a minimum financial A.M. Best & Company rating of no less than "Excellent": VII.

The policies required above shall be endorsed to include City as an additional insured and shall stipulate that the insurance provided shall be primary insurance and any insurance carried by the City shall be excess and not contributory.

The insurance policies provided herein shall be endorsed to provide that no policy shall be cancelled, changed or reduced in coverage, until after thirty (30) calendar days prior written notice has been delivered to the Contract Administrator through certified mail.

Contractor shall file proof of insurance meeting the requirements as set forth herein and in the RFP with the City prior to execution of this Agreement. In addition, Contractor shall be solely responsible to ensure that all proofs of insurance are up to date as filed at the City. Failure of the Contractor to fully comply with the requirements set forth herein regarding insurance may be considered a material breach of this Agreement and may be cause for termination of this Agreement of any and all obligations regarding the same.

No changes are to be made to these requirements without prior written specific approval by the City.

Approval of the insurance by the City shall not relieve or decrease the liability of the Contractor for any damages arising from Contractor's performance of services provided herein.

17.2 General Requirements

All policies required herein, unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City as additional insured as their interest may appear under this Agreement, and the insurer's shall agree to waive all right of subrogation against the City.

Insurance requirements itemized in this Section required by Contractor shall be provided by or in behalf of all subcontractors to cover their operations performed. The Contractor shall be held responsible for any modification, deviation, or omissions in these insurance requirements as they apply to all subcontractors.

Each insurance policy required by this Agreement shall:

- (i) Apply separately to each insured against whom claim is made and suit is brought, except with respect to the limits of the insurer's liability.
- (ii) Be endorsed to state that coverage shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to Contract Administrator.
- (iii) The City shall retain the right at any time to review coverage, form and amount of insurance.
- (iv) The procuring of such required policy or policies of insurance shall not be construed to limit the Contractor's liability to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policy or policies of insurance, Contractor shall be obligated for the full and total amount of any damages, injury or loss, as set forth in Section 21 above.
- (v) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the performance of this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the City is an insured under the policy.
- (vi) Claims made policies will be accepted for professional and hazardous materials liability coverage and such other risks as are authorized by the City. All such policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided an option, the Contractor agrees to purchase the extended reporting period coverage on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- (vii) Certificates of Insurance evidencing claims made or occurrence form coverage and conditions to this Agreement, as well as the City's Agreement number and description of work, are to be received and approved by the Contract Administrator and the City Risk Manager a minimum of five (5) calendar days prior to commencement of any Residential Trash Services, Bulk Waste Services, Recycling Services, and/or Animal Waste Services and a minimum of fourteen (14) calendar days prior to the expiration of the insurance when applicable. All insurance certificates shall be received and approved by Contract Administrator before the Contractor will be allowed to commence or continue work.
- (viii) Notice of Accident (occurrence) and notice of claim shall be given to the insurance company, the City Risk Management Division, and the Contract Administrator as soon as practicable after notice to the insured of any incident (occurrence) or claim.

17.3 Reduction In Insurance Coverage Amounts

The City may allow the Contractor to reduce the coverage amounts of the issuances listed herein to not less than statutorily required amounts or \$1,000,000.00 provided that the insurance premium savings are passed through to the City through reduced rates. Any such reduction and rate reductions must be approved in writing by the City prior to such reduction(s) going into effect.

SECTION 18: LIQUIDATED DAMAGES

18.1 Contractor understands that if Contractor does not timely perform its obligations pursuant to the terms of this Agreement, City will suffer damages which are difficult to determine and adequately specify. The Contractor agrees, in addition to any other remedies available to the City, that the City may withhold payment from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor to fulfill its obligations.

18.2 The following acts or omissions shall be considered a breach of the Contract:

- (i) Missed Collection

For missed collections in excess of 20 total missed collections per month, \$10 for each missed collection, to be assessed at the end of each collection month. A missed collection occurs when a customer reports that their material was placed at the point of collection by the start time for the collection services as defined by the hours of operation in this Agreement and was not collected if the address was not reported by the Contractor as a Late Set-out or an Improper Set-out.

- (ii) Failure to Complete a Majority (50%) of the collections on a given day:
\$ _____ each incident
- (iii) Failure to clean up material spilled or littered by Contractor within six (6) hours: of verbal or written notification
\$ _____ each incident
- (iv) Failure to maintain vehicle in manner which prevents nuisances such as leaky seals or hydraulics:
\$ _____ each incident
- (v) Failure or neglect to collect materials from a missed pickup location within the amount of time specified in the Contract:
\$ _____ each incident
- (vi) Failure to maintain Cart or Container in proper working order within ten (10) calendar days after notice has been provided by the City:
\$ _____ each incident
- (vii) Failure to provide a complete monthly or annual report:
\$ _____ each incident
- (viii) Failure to return Cart or Container to original location:
\$100 each incident
- (ix) Failure to provide updated route maps to City after change in routing:
\$ _____ per day each day beyond 30 days after change in routing
- (x) Failure to respond to any customer complaint received by the close of the following business day:
\$ _____ per business day thereafter per incident
- (xi) Failure to provide the City with the required resolved customer complaint documentation:
\$ _____ per business day thereafter per incident

18.3 The Contractor shall be liable for liquidated damages amount(s) upon determination of the City that performance has not occurred consistent with the provisions of the Agreement. The City shall notify the Contractor in writing or electronically of each act or omission in this Agreement reported to or discovered by the City. It shall be the duty of the Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint.

18.4 The City may deduct the full amount of any damages from any payment due to the Contractor. The remedy available to the City under this paragraph shall be in addition to all other remedies which the City may have under law or at equity.

18.5 For the purposes of this Contract, the Contractor shall not be deemed to be liable for penalties where its inability to perform collection service is the result of conditions of Force Majeure as set forth in this Agreement, inclement weather severe enough that trucks cannot safely take collections, provided however, that the Contractor shall obtain the approval for the delay from the City prior to 3:00 p.m., local Arizona time of the scheduled collection day.

SECTION 19: PAYMENT WITHHELD

In addition to express provisions elsewhere contained in this Agreement, City may withhold from any payment otherwise due the Contractor such amount as determined necessary to protect the City's interests, or, if it so elects, may withhold or retain all or a portion of any monthly payment on account of:

- (i) Unsatisfactory service not caused by condition beyond Contractor's control;
- (ii) Contractor's failure to carry out instructions or orders of the City or its representative;

- (iii) Contractor's failure to perform collection, disposal, and/or recycling in accordance with this Agreement;
- (iv) Failure to properly maintain Carts, vehicles or other necessary equipment;
- (v) Unsafe working conditions or allowed to persist by Contractor;
- (vi) Violation of any Laws or imposition of any fines on the Contractor or City arising out of Contractor's performance or non-performance under this Agreement;
- (vii) Failure of Contractor to timely provide required reports, audits, plans, invoices, supporting data, submittals, or other reports or information as required by City;
- (viii) Use of any subcontractors without the City's prior written approval; or
- (x) Other material breach of this Agreement.

When the above grounds are removed, payment shall be made for amounts withheld because of them and the City shall never be liable for interest on any delayed or late payment. The City's right to withhold payments under this Section will be reasonable in light of the nature of the claim, amount of available insurance and performance bond pursuant to this Agreement.

SECTION 20: ASSIGNMENT AND/OR SUBCONTRACTING

Contractor represented to the City that Contractor will not utilize any subcontractors, and this representation was material to the City entering into this Agreement with Contractor. This Agreement and any permits required for performance of the Agreement may not be assigned, subcontracted, conveyed, or otherwise disposed of without the written permission of the City. No such assignment or subcontracting shall relieve Contractor of its liability under this Agreement.

SECTION 21: TAXES

Contractor shall be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or supplies generally taxable to the Contractor are eligible for a tax exemption due to the nature of the item, Contractor shall assist City in applying for and obtaining such tax credits and exemptions which shall be paid or credited to City.

SECTION 22: FORCE MAJEURE

Except for any payment obligation by either party, if the City or Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the City or Contractor to correct the adverse effect of such event of force majeure. In order to be entitled to the benefit of this Section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure.

SECTION 23: CITY TERMINATION

23.1 For Cause

- 23.1.1** In the event there should occur any material breach or material default in the performance of any covenant or obligation of Contractor which has not been remedied within thirty (30) calendar days after receipt of written notice from the City specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) calendar days, provided that the Contractor has undertaken the cure within such thirty (30) calendar days and proceeds diligently thereafter to cure in an expeditious manner), the City, may if such breach or default is continuing, terminate this Agreement upon written notice to the Contractor ("Notice of Termination"). If the Contractor shall fail to cure its Breach or Default as specified in this Section, the City may terminate this Agreement upon ten (10) calendar days written notice. In such case, the Contractor shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

23.1.2 The following events shall, without limitation, constitute a material breach or a material default by Contractor for purposes of this Section:

- (i) Contractor shall abandon as hereinafter defined, the performance of collection services for a period of five (5) consecutive calendar days unless caused by event of Force Majeure. As used herein, the term "abandon" shall refer to voluntary cessation of performance of collection service or operation of the Disposal Facility or Recycling Facility;
- (iii) If the Contractor's hazardous substance contingency plan as required by this Agreement hereof shall fail to comply with all Federal and State Regulations regarding the handling of hazardous waste;
- (iv) The failure of Contractor to pay amounts owed to the City under the terms of this Agreement within fourteen (14) calendar days after such amounts become finally due and payable;
- (v) If Contractor shall be not paying its debts when they become due; shall have filed, or consented by answer or otherwise to the following against it of, a petition for relief or reorganization and bankruptcy or insolvency law of any jurisdiction; shall make an assignment for the benefit of its creditors in lieu of taking advantage of any such bankruptcy or insolvency law; shall consent to the appointment of custodian, receiver, trustee or other officer with similar powers with respect to any substantial part of its property; shall be adjudicated insolvent or shall take corporate action for the purpose of any of the forgoing;
- (vi) The default by Contractor with respect to any obligation to any third party pertaining to the Contractor or to Collection Services, which may permit any third party, either immediately or following notice and/or the passage of time to accelerate the maturity of any obligation of the Contractor, to assume control of the Contractor or take possession of or to transfer or caused to be transferred to any third party any portion of the assets of the Contractor, but only if such default materially interferes with or prevents Contractor's performance under the terms of this Agreement; or
- (vii) If the Contractor shall fail to diligently perform its work in accordance with the requirements of this Agreement.

23.1.3 If after Notice of Termination it is determined for any reason that Contractor was not in breach or default, then the rights and obligations of the City and the Contractor shall be the same as if the Notice of Termination had not been issued pursuant to the termination for cause clause as set forth in paragraph 23.3 of this Section.

23.2 For Failure to Maintain Variances

In the event the City and/or Contractor should fail to obtain or maintain any or all variance(s) by Navajo County, AZ, and/or Arizona Department of Environmental Quality in regards to services to be provided pursuant to this Agreement, the City, may terminate this Agreement upon written notice to the Contractor upon ten (10) calendar days written notice. In such case, the Contractor shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

23.3 For Convenience

The City may terminate this Agreement at any time, in the City's sole discretion, for the City's convenience, upon sixty (60) days written notice to Contractor (also a "Notice of Termination").

23.4 For Unavailability Of Funds

This Agreement shall be deemed executory only to the extent of appropriations available to City for the purchase of such services. The City extended obligation under this Agreement which envisions funding through successive fiscal periods shall be contingent upon the actual appropriations for each following fiscal year. If the City, for any reason, fails to authorize the funds to be paid to Contractor under this Agreement, this Agreement will automatically terminate at the end of the period for which funds were authorized.

23.5 Actions/Liability Upon Receipt of Notice of Termination

Upon receipt of any Notice of Termination (for cause, convenience or otherwise), Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise, deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries, such other information as may have been required under the terms of Agreement whether completed or in process. Contractor's recovery against the City shall be limited to payment under this Contract for services actually performed prior to the date of termination. Under no circumstances shall the City have any liability for any costs, expenses, overhead, or profits in relation to any services not actually performed, or for any future or anticipated profits, recovery, damages, expenses or losses.

SECTION 23: CONTRACTOR'S RIGHT TO TERMINATE

If and only if the City fails to timely make a payment of an undisputed amount payable to Contractor, which has not been remedied within thirty (30) calendar days after receipt of written notice from the Contractor specifying such breach or default, the Contractor, may terminate this Agreement upon written notice to the City. Contractor's recovery against the City shall be limited to payment under this Contract for services actually performed prior to the date of termination. Under no circumstances shall the City have any liability for any costs, expenses, overhead, or profits in relation to any services not actually performed, or for any future or anticipated profits, recovery, damages, expenses or losses.

SECTION 25: WAIVER OF CONSEQUENTIAL DAMAGES

The Contractor expressly waives any claims for consequential damages, including lost profits, delay damages, or indirect costs which may arise in relation to the performance, breach, or termination of this Agreement in whole or in part. The Contractor's recovery, whether for breach of contract, tort or in equity, against the City shall be limited to payment under this Agreement for services actually authorized and performed. Under no circumstances shall the City have any liability for any costs, expenses, overhead, or profits in relation to any services not actually performed, or for any future or anticipated profits, recovery, damages, expenses or losses, or for equitable adjustment of the Agreement.

SECTION 26: DISPUTE RESOLUTION

26.1 Mediation

Any and all disputes and/or claims arising under or related to the Agreement which are not resolved between the parties' designated representatives shall be first submitted to mediation before a single mediator selected by the parties.

- (i) The mediation shall be commenced by written demand upon the other party for mediation. The mediation shall be held in accordance with the Commercial Mediation Procedures of the American Arbitration Association ("AAA") currently in effect, except for any provision requiring that the mediation be administered or conducted by the AAA. If the parties cannot agree upon a mediator within ten (10) days of the written demand, either party may submit the mediation to the AAA, the AAA shall select the mediator, and thereafter the mediation shall be administered by the AAA. The mediation shall occur within thirty (30) days of the written demand for mediation, unless the parties agree, in writing, to a longer period of time.
- (ii) The qualifications for the mediator, whether selected by the Parties or the AAA, shall be that they be an experienced mediator, arbitrator or litigator of commercial disputes.
- (iii) Each party shall provide to the other party and the mediator, in writing, the following information and documentation, in detail: (i) the basis for the Claim; (ii) the specific relief requested, the amount thereof, and how such was calculated; (iii) the parties involved in the Claim, and how they are involved; (iv) the specific Agreement provisions in the Agreement Documents (including, if applicable, drawings and specifications) which apply; and (v) efforts made to date to resolve the Claim, together with any additional information and documentation which the party believes relevant. In addition, the parties shall exchange, and provide to the mediator such additional

memoranda, information and /or documentation, as the mediator may request, and in the form and at such times, as the mediator may direct.

- (iv) The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Holbrook, Arizona, unless another location is mutually agreed upon. Agreements reached in mediation shall be specifically enforceable in any court having jurisdiction thereof.

26.2 Arbitration

If the mediation is unsuccessful, the parties shall submit the dispute and/or claim to be resolved through binding arbitration conducted according to the then current Commercial Arbitration Rules of the AAA, except for any provision requiring that the arbitration be administered or conducted by the AAA, which arbitration shall be held in Holbrook, Arizona, utilizing a single arbitrator selected by the parties, unless the parties agree, in writing, to an alternative arbitration procedure and/or location.

- (i) If: (a) the parties cannot agree on a single arbitrator within two (2) weeks of the demand for arbitration; or (b) the parties at any time prior to the arbitrator being appointed and the arbitrator has accepted the appointment, cannot agree upon any significant aspect of the arbitration, not already addressed herein, either party may submit the Claim directly to the AAA to select the Arbitrator, and thereafter the arbitration shall be administered by the AAA.
- (ii) At the request of either party, the arbitration may include as parties, through joinder, consolidation or otherwise, additional persons or entities involved in providing the services under this Agreement or the specific dispute, involving claims and/or disputes with common issues and/or facts. The arbitrator shall promptly rule upon any request for joinder or consolidation.
- (iii) In relation to claims in which the amount in controversy is less than \$250,000, no discovery other than exchange of documents, designation of witnesses and detailed disclosure of claims and defenses (including specifically a detailed basis for calculating all claims), and no more than 3 depositions and 1 expert per side, shall be allowed, subject to disclosure of such other information as approved by the arbitrator. Otherwise, discovery shall be allowed and/or limited as decided by the arbitrator.
- (iv) The prevailing party in any arbitration or court proceeding under this Agreement shall be entitled to an award of its attorneys' fees, costs, and expenses (including expert witness fees) incurred.
- (v) A demand for arbitration shall be made within the time limits specified in the Agreement Documents as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
- (vi) The Parties agree to participate as a party, by joinder and/or consolidation, in any arbitration, litigation, or other dispute resolution involving as an issue, claim, or defense, any action, inaction, or service provided under this Agreement or in relation to the Project or the Work, or any defect or deficiency in the Work.
- (vii) The party filing a notice of demand for arbitration, or a counterclaim, must assert in the demand or counterclaim all Claims then known to that party on which arbitration is permitted to be demanded.
- (viii) Any award by the arbitrator shall not include any consequential or punitive damages.
- (ix) The award entered by the arbitrator shall be a reasoned award.
- (x) The award entered by the arbitrator shall be final and judgment may be entered thereon in the Arizona Superior Court.

26.3 Operations During Dispute

In the event that any dispute arises between City and Contractor relating to this Agreement performance or compensation hereunder, Contractor shall continue to render service and receive compensation in full compliance with all terms and conditions of this Agreement as interpreted, in good faith, by the City, regardless of such dispute.

The Contractor expressly recognizes the paramount right and duty of City to provide adequate services to its residents and further agrees, in consideration of the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court.

SECTION 27: NOTICE/DESIGNATED REPRESENTATIVE

Any notices or communication required or permitted to be made to either the City or the Contractor under this Agreement shall be made to the Designated Representative in writing:

If to the Contractor: Name: _____

Address: _____

Cell Phone: _____

E-Mail: _____

If to the City: Name: _____

Address: _____

_____ Cell Phone: _____

E-Mail: _____

Notice shall be deemed to be given: (a) if personally delivered, when delivered; (b) if mailed, five (5) business days after receipted delivery to the U.S. Mail; (c) if delivered to Federal Express, or any other nationally recognized overnight carrier, one (1) business day after delivery to such overnight carrier. Each party, by similar written notice given five (5) business days in advance to the other Parties in the aforesaid manner, may change the address to which notice may be sent.

SECTION 28: MISCELLANEOUS

28.1 Succession of Agreement

This Agreement and the rights and obligation contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

28.2 Survival

Any rights either party may have in the event it terminates this Agreement pursuant to the terms hereof shall survive such termination.

28.3 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

28.4 No Penalties

No provision of this Agreement is to be interpreted as a penalty upon any party to this Agreement. The parties hereby agree that the rights of the City in the event Contractor takes or fails to take certain actions

pursuant to this Agreement, are reasonable, and that the parties desire such certainty with regard to such matters.

28.5 Relationship

Nothing contained in this Agreement shall constitute or be construed to be or create a partnership, joint venture or any other relationship between Contractor and City.

28.6 Further Assurance

Contractor and City agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested of it in order to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

28.7 Time of the Essence

For purposes herein, the parties agree that time shall be of the essence of this Agreement and the representations and warranties made are all material and of the essence of this Agreement.

28.8 Captions and Section Headings

Captions and Sections headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

28.9 No Waiver

No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

28.10 Entire Agreement and Modification

This Agreement constitutes the entire understanding and agreement between the parties and may not be changed, altered or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought.

28.11 Severability

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action remain in full force and effect.

28.12 Appendices

All Appendices attached hereto contain additional terms of this Agreement and are incorporated into this Agreement by reference. Typewritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

28.13 Governing Law

This Agreement shall be construed and interpreted according to the laws of the State of Arizona and venue with respect to any litigation shall be Maricopa County, Arizona.

28.14 Attorney Fees

In the event of arbitration or litigation between the parties regarding this Agreement, each party shall be responsible for their own attorney's fees and costs.

28.15 Authorization

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

28.16 E-Mails

Communications may be exchanged between the City and Contractor and their representatives by e-mail, but e-mail communications are not binding upon City and cannot change the terms of the Agreement or the scope of services to be provided, or effectuate any change that requires a written authorization or change order. The use of e-mails is for information only, and e-mails will have no legal or binding effect.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature:

“CITY”

“CONTRACTOR”

CITY OF HOLBROOK

LARSON WASTE, INC.

By: _____
Its: _____

By: _____
Its: _____

Date: _____

Date: _____

Attest: _____
City Clerk

Attest: _____

Approved as to form by:

City Attorneys:

Dickinson Wright/Mariscal, Weeks

2013

Randy - Tanner refused to do quote. we only have TWD... not sure of next step. Emily

Purchase Requi

ler

465 First Avenue
P.O. Box 970
Holbrook, AZ 86025

CITY OF



Phone: (928) 524-6225
Fax: (928) 524-2159
holbrookcity@ci.holbrook.az.us

Vendor Name: McPherson Collision LLC

Submitted By: Emily

Address: 405 W. VISTA DR.

Dept: PD

Street:

Date: 12/28/12

City: Holbrook State: AZ Zip: 86025

PO: IMPovered Funds. N/A

Phone: 928-524-9898 Fax:

Quantity	Item or Service Description
1	Repairs to vehicle
	2006 chev impala

Tanner would not give estimate. Stated he will not do complete paint jobs, he cannot make any money on completes.

Total 2,850.41

Justification:

Repairs and paint to 2006 chev impala for officer tyler to drive when his FTO is complete.

Dept. Head: [Signature] Date: 2 quotes

City Manager: _____ Date: _____

Finance Director: RJB Date: 11/3/13

Purchasing Agent: _____ Date: _____

Signature approval certifies that the amount shown above is required to meet a contract, agreement, obligation or expense of the City, and has been lawfully appropriated, authorized, or directed for such purpose, and is free of any prior obligation, or obligation now outstanding.

Impound Funds

McPherson Collision, LLC

Auto Body Repair and Refinishing
 405 W. Vista Dr.
 Holbrook, AZ 86025
 928-524-9888

"We're right next to the airport!"

INVOICE NO. 2401

PO#

CLAIM #

DISPATCH #

ORIGINAL ESTIMATED COSTS

LABOR

PARTS DATE

REVISED ESTIMATED COSTS

PARTS \$0.00 LABOR 0

DATE

VEHICLE INFORMATION

YEAR

MAKE/MODEL

V.I.N.

PLATE NUMBER

MILEAGE

DATE IN

DATE OUT

2006

CHEV IMPALA

2G1W5551569353442

12/19/2012

QTY	BODY PARTS AND LABOR	AMOUNT	LABOR
	REPLACE HOOD	\$200.00	0.3
	REPLACE LT FRONT DOOR MOULDING	\$92.00	0.2
	REPLACE RT FRONT DOOR MOULDING	\$92.00	0.3
	REPLACE RT REAR DOOR MOULDING	\$82.00	0.2
		\$548.00	1.0

CUSTOMER INFORMATION

NAME: CITY OF HOLBROOK
 ADDRESS: CITY OF HOLBROOK
 CITY: ZIP CODE
 STATE: RESIDENCE PHONE: BUSINESS PHONE:

QTY	OTHER PARTS / LABOR DESCRIPTION	AMOUNT	LABOR
	PAINT COMPLEAT		28.6

QTY	SUPPLEMENT PARTS / DESCRIPTION	AMOUNT	LABOR
		\$548.00	1.0

QTY	SUPPLEMENT PARTS / DESCRIPTION	AMOUNT	LABOR
	TOTAL PARTS		
	BODY LABOR	\$44.00	
	PAINT SUPPLIES	\$30.00	
	PAINT LABOR	\$44.00	
	FRAME LABOR		
	FREIGHT		
	CUSTOMER DEDUCTIBLE		
	MECHANICAL	\$50.00	
	SUBTOTAL	\$2,708.40	
	PARTS SALES TAX (10.1%)	\$142.01	
	TOTAL	\$2,850.41	

Customer satisfaction is our goal. All work warranted, your satisfied periods vary, visit McPherson Collision for details. Vehicle must be returned to McPherson Collision for warranty work. The only warranties applying to parts are those which may be offered by the manufacturer. McPherson Collision hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of parts and/or service. Buyer shall not be entitled to recover from McPherson Collision any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit, or income, or any incidental damages.

SIGNATURE:  SAVE OLD PARTS YES NO

MCPHERSON COLLISION LLC

Workfile ID: 86353220

405 WEST VISTA, HOLBROOK, AZ 86025

Phone: (928) 524-9888

Preliminary Estimate

Customer: CITY OF HOLBROOK

Job Number:

Insured: CITY OF HOLBROOK

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

Owner:

CITY OF HOLBROOK
HOLBROOK, AZ 86025
(928) 524-6225 Day

Inspection Location:

MCPHERSON COLLISION LLC
405 WEST VISTA
HOLBROOK, AZ 86025
Repair Facility
(928) 524-9888 Business

Insurance Company:

VEHICLE

Year: 2006

Body Style: 4D SED

VIN: 2G1WS551569353442

Mileage In:

Make: CHEV

Engine: 6-3.9L-FI

License: UNIT#601

Mileage Out:

Model: IMPALA POLICE

Production Date:

State:

Vehicle Out:

Color: Int:

Condition:

Job #:

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Driver Seat

Power Mirrors

DECOR

Dual Mirrors

CONVENIENCE

Air Conditioning
Rear Defogger
Tilt Wheel
Cruise Control
Intermittent Wipers

Keyless Entry

RADIO

AM Radio
FM Radio
Stereo
Search/Seek
CD Player

SAFETY

Anti-Lock Brakes (4)

Driver Air Bag

Passenger Air Bag
4 Wheel Disc Brakes

SEATS

Cloth Seats

PAINT

Clear Coat Paint

Preliminary Estimate

Customer: CITY OF HOLBROOK

Job Number:

Vehicle: 2006 CHEV IMPALA POLICE 4D SED 6-3.9L-FI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	Refn PAINT COMLEAT TWO TONE					27.0
2		FRONT DOOR					
3	**	Repl A/M RT Body side mldg	19120771	1	92.00	0.3	0.5
4		Add for Clear Coat					0.1
5	**	Repl A/M LT Body side mldg	19120770	1	92.00	0.3	0.5
6		Overlap Minor Panel					-0.2
7		Add for Clear Coat					0.1
8		REAR DOOR					
9	**	Repl A/M RT Body side mldg	19120769	1	82.00	0.2	0.4
10		Overlap Minor Panel					-0.2
11		Add for Clear Coat					0.1
12	**	Repl A/M LT Body side mldg	19120768	1	82.00	0.2	0.4
13		Overlap Minor Panel					-0.2
14		Add for Clear Coat					0.1
SUBTOTALS					348.00	1.0	28.6

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			348.00
Body Labor	1.0 hrs @	\$ 44.00 /hr	44.00
Paint Labor	28.6 hrs @	\$ 44.00 /hr	1,258.40
Paint Supplies	28.6 hrs @	\$ 30.00 /hr	858.00
Subtotal			2,508.40
Sales Tax	\$ 1,206.00 @	10.1000 %	121.81
Grand Total			2,630.21
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			2,630.21

ESTIMATE OF REPAIR:

The Estimate of Repair includes parts, labor, diagnosis, and any applicable taxes. If, on further inspection, additional parts or repairs are needed, you will be contacted for authorization. We are not responsible for loss or damage to your vehicle from fire, theft, accidents or any cause beyond our control. All tests will be made by our employees at your risk.

AUTHORIZED

SIGNATURE: _____ DATE: _____

POWER OF ATTORNEY:

I do hereby appoint the aforementioned business as my attorney in fact to accept on my behalf any and all checks, drafts, or bills of exchange for deposit to the aforementioned business' account for credit on my account for repairs on my vehicle which has been released and accepted.

Preliminary Estimate

Customer: CITY OF HOLBROOK

Job Number:

Vehicle: 2006 CHEV IMPALA POLICE 4D SED 6-3.9L-FI

ACCEPTED

BY: _____ DATE: _____

America First Insurance, Colorado Casualty, Golden Eagle Insurance, Indiana Insurance, Liberty Agency Underwriters, Liberty Northwest, Montgomery Insurance, Ohio Casualty, Peerless Insurance and Safeco Insurance are part of Liberty Mutual Agency Markets, a business unit of Liberty Mutual Group.

FOR YOUR PROTECTION ARIZONA LAW REQUIRES THE FOLLOWING STATEMENT TO APPEAR ON THIS FORM. ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THESE PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

Preliminary Estimate

Customer: CITY OF HOLBROOK

Job Number:

Vehicle: 2006 CHEV IMPALA POLICE 4D SED 6-3.9L-FI

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR1CB06, CCC Data Date 11/14/2012, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as AM. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2012 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Customer: CITY OF HOLBROOK

Job Number:

Vehicle: 2006 CHEV IMPALA POLICE 4D SED 6-3.9L-FI

ALTERNATE PARTS SUPPLIERS

Supplier: Keystone - Complete - Phoenix

Location(s): 3949 WEST VAN BUREN STREET, PHOENIX AZ 85040
6000 SOUTH COUNTRY CLUB ROAD, TUCSON AZ 87513
3370 E. LONE MOUNTAIN ROAD, LAS VEGAS NV 89081
12325 KARREN ST SUITE C, POWAY CA 92064
3535 W DIRECTORS ROW, SALT LAKE CITY UT 84104

(800) 551-5605 (602) 272-5911
(800) 551-5617 (520) 882-8898
(800) 551-5331 (702) 789-4000
(800) 995-7550 (858) 547-4401
(800) 376-8574 (801) 886-1470

Line	Description	Item #	Price
3	A/M RT Body side mldg	GM1305117	\$ 92.00
5	A/M LT Body side mldg	GM1304117	\$ 92.00
9	A/M RT Body side mldg	GM1505116	\$ 82.00
12	A/M LT Body side mldg	GM1504116	\$ 82.00

TATE'S AUTO CENTER
1001 NAVAJO BLVD, HOLBROOK, AZ 86025
Phone: (928) 524-6268

Workfile ID: dcbd8849

Preliminary Estimate

Customer: HPD

Job Number:

Written By: lievi miano

Insured: HPD
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
HPD

Inspection Location:
TATE'S AUTO CENTER
1001 NAVAJO BLVD
HOLBROOK, AZ 86025
Repair Facility
(928) 524-6268 Day

Insurance Company:

VEHICLE

Year: 2006	Body Style: 4D SED	VIN: 2G1WS551569353442	Mileage In:
Make: CHEV	Engine: 6-3.9L-FI	License:	Mileage Out:
Model: IMPALA POLICE	Production Date:	State:	Vehicle Out:
Color: Int:	Condition:	Job #:	

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Driver Seat

Power Mirrors

DECOR

Dual Mirrors

CONVENIENCE

Air Conditioning
Rear Defogger
Tilt Wheel
Cruise Control
Intermittent Wipers

Keyless Entry

RADIO

AM Radio
FM Radio
Stereo
Search/Seek
CD Player

SAFETY

Anti-Lock Brakes (4)

Driver Air Bag

Passenger Air Bag
4 Wheel Disc Brakes

SEATS

Cloth Seats

PAINT

Clear Coat Paint

Preliminary Estimate

Customer: HPD

Job Number:

Vehicle: 2006 CHEV IMPALA POLICE 4D SED 6-3.9L-FI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FENDER					
2	Refn	RT Fender		0	0.00	0.0	2.2
3	* Rpr	LT Fender		0	0.00	<u>2.0</u>	2.2
4		Overlap Major Adj. Panel		0	0.00	0.0	-0.4
5		HOOD					
6	* Rpr	Hood		0	0.00	<u>5.5</u>	3.2
7		Overlap Major Adj. Panel		0	0.00	0.0	-0.4
8		FRONT DOOR					
9	Refn	RT Outer panel		0	0.00	0.0	2.0
10		Overlap Major Adj. Panel		0	0.00	0.0	-0.4
11	* Rpr	LT Outer panel		0	0.00	<u>1.0</u>	2.0
12		Overlap Major Adj. Panel		0	0.00	0.0	-0.4
13	Refn	RT Mirror assy w/o defogger		0	0.00	0.0	0.6
14		Overlap Minor Panel		0	0.00	0.0	-0.2
15	R&I	LT Mirror assy w/o defogger		0	0.00	0.3	0.0
16	Refn	LT Mirror assy w/o defogger		0	0.00	0.0	0.6
17		Overlap Minor Panel		0	0.00	0.0	-0.2
18	R&I	RT Mirror assy w/defogger		0	0.00	0.3	0.0
19	R&I	RT Handle, outside		0	0.00	0.3	0.0
20	R&I	LT Handle, outside		0	0.00	0.3	0.0
21	Refn	LT Handle, outside		0	0.00	0.0	0.5
22		Overlap Minor Panel		0	0.00	0.0	-0.2
23	Refn	RT Handle, outside		0	0.00	0.0	0.5
24		Overlap Minor Panel		0	0.00	0.0	-0.2
25	Repl	RT Body side mldg	19120771	1	126.87	0.3	0.5
26		Overlap Minor Panel		0	0.00	0.0	-0.2
27	Repl	LT Body side mldg	19120770	1	126.87	0.3	0.5
28		Overlap Minor Panel		0	0.00	0.0	-0.2
29		REAR DOOR					
30	Refn	RT Outer panel		0	0.00	0.0	2.0
31		Overlap Major Adj. Panel		0	0.00	0.0	-0.4
32	Refn	LT Outer panel		0	0.00	0.0	2.0
33		Overlap Major Adj. Panel		0	0.00	0.0	-0.4
34	R&I	RT Handle, outside		0	0.00	0.3	0.0
35	R&I	LT Handle, outside		0	0.00	0.3	0.0
36	Refn	LT Handle, outside		0	0.00	0.0	0.5
37		Overlap Minor Panel		0	0.00	0.0	-0.2
38	Refn	RT Handle, outside		0	0.00	0.0	0.5
39		Overlap Minor Panel		0	0.00	0.0	-0.2
40	Repl	RT Body side mldg	19120769	1	116.33	0.2	0.4
41		Overlap Minor Panel		0	0.00	0.0	-0.2
42	Repl	LT Body side midg	19120768	1	115.27	0.2	0.4

Preliminary Estimate

Customer: HPD

Job Number:

Vehicle: 2006 CHEV IMPALA POLICE 4D SED 6-3.9L-FI

43		Overlap Minor Panel	0	0.00	0.0	-0.2
44	QUARTER PANEL					
45	*	Rpr RT Quarter panel	0	0.00	<u>3.0</u>	2.2
46		Overlap Major Adj. Panel	0	0.00	0.0	-0.4
47		Refn LT Quarter panel	0	0.00	0.0	2.2
48		Overlap Major Adj. Panel	0	0.00	0.0	-0.4
49	TRUNK LID					
50	*	Rpr Trunk lid w/POLICE	0	0.00	<u>1.0</u>	2.3
51		Overlap Major Adj. Panel	0	0.00	0.0	-0.4
52	ROOF					
53		Refn Roof panel w/o sunroof	0	0.00	0.0	3.0
54		Overlap Major Adj. Panel	0	0.00	0.0	-0.4
55		Clear Coat	0	0.00	0.0	2.5
SUBTOTALS				485.34	15.3	26.8

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			485.34
Body Labor	15.3 hrs @	\$ 45.00 /hr	688.50
Paint Labor	26.8 hrs @	\$ 45.00 /hr	1,206.00
Paint Supplies	30.1 hrs @	\$ 30.00 /hr	903.00
Subtotal			3,282.84
Sales Tax	\$ 1,388.34 @	10.1000 %	140.22
Grand Total			3,423.06
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			3,423.06

FOR YOUR PROTECTION ARIZONA LAW REQUIRES THE FOLLOWING STATEMENT TO APPEAR ON THIS FORM. ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

Preliminary Estimate

Customer: HPD

Job Number:

Vehicle: 2006 CHEV IMPALA POLICE 4D SED 6-3.9L-FI

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR1CB06, CCC Data Date 11/14/2012, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as AM. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2012 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

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m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



RDO Equipment Co.
5500 East Penstock
Flagstaff, AZ 86001

Parts Manager: FL.Parts@rdoequipment.com
General Manager: FL.GenMgr@rdoequipment.com
www.rdoequipment.com

Phone: 928-526-0639 • Fax: 928-526-2498

Ship to: CITY OF HOLBROOK
ATTN. JOHN AT SHOP
465 1ST AVE
HOLBROOK, AZ 86025

Invoice to: CITY OF HOLBROOK
P. O. BOX 970
HOLBROOK AZ 86025

Branch FLAGSTAFF, AZ		CNNYYY
Date 12/20/12	Time 10:39:43 (O)	Page 01
Account No. 6225013	Phone No. 928 5246225	Invoice No. P45892
Ship Via W/C JOHN	Purchase Order T0310SE	
		Salesperson DG5

PARTS INVOICE

ORDER#: 041659

01-40-24

Part#	DESCRIPTION	Bin	ORD	ISS	SHP	B/O	UTT	Price	Amount
L110235	SUN GEAR	021598D	1	1	1			1101.45	1101.45
T151065	SUN GEAR	021598D	1	1	1			402.03	402.03
40M4624	SNAP RING	021598D	3	3	3			4.93	14.79
L41159	SNAP RING	021598D	6	6	6			9.45	56.70
JD10250	ROLLER BEARING	021598D	3	3	3			39.25	117.75
T188397	PIN	C12A12	2	2	2			108.02	216.04
L100102	SHIM	021598D	1	1	1			4.02	4.02
T166150	SHIM	021598D	1	1	1			8.27	8.27
T166149	SHIM	021598D	1	1	1			8.27	8.27
L100106	SHIM	021598D	1	1	1			7.81	7.81
T166145	SHIM	021598D	1	1	1			8.27	8.27
T166148	SHIM	021598D	1	1	1			8.27	8.27
T166147	SHIM	021598D	1	1	1			8.27	8.27
T166146	SHIM	021598D	1	1	1			8.27	8.27
AL79902	SEAL	F13E14	2	2	2			19.49	38.98
AT339808	TAPERED ROLLER	C11J54	1	1	1			53.46	53.46
AT333060	BEARING CONE	C12E41	1	1	1			60.03	60.03
40M5099	SNAP RING	021598D	1	1	1			7.88	7.88
T151264	SNAP RING	F13L48	1	1	1			.74	.74
L40317	O-RING	D10A	1	1	1			9.62	9.62
L40276	SNAP RING	F13L47	1	1	1			2.64	2.64
AL79951	SEAL	F13E12	1	1	1			60.43	60.43
L114558	BUSHING	021598D	1	1	1			35.67	35.67
L110233	SEAL	F12D41	1	1	1			101.75	101.75

SUB TOTAL==> 2341.41
AZ FLAGSTAFF 9.446% 221.17
TOTAL POWERPLAN OIB 2562.58

175187 8700006932

Stocked parts can be returned within 30 days with copy of invoice. Special order parts \$20.00 and up may be returned within 30 days with copy of invoice. 20% restock charge will apply to all special order parts. All sales are final on special order non-returnable parts. All parts must be new, uninstalled and in original packaging. No returns on electrical components. No refunds on freight charges.

SIGNATURE

TERMS AND CONDITIONS: All invoices are due Net-20 days from the invoice date or in accordance with the terms of your account agreement. Please refer to your finance agreement for details.



RDO Equipment Co.
5500 East Penstock
Flagstaff, AZ 86001

Parts Manager: FL.Parts@rdoequipment.com
General Manager: FL.GenMgr@rdoequipment.com
www.rdoequipment.com

Phone: 928-526-0639 • Fax: 928-526-2498

Ship to:

CITY OF HOLBROOK
ATTN. JOHN AT SHOP
465 1ST AVE
HOLBROOK, AZ 86025

Invoice to:

CITY OF HOLBROOK
P. O. BOX 970
HOLBROOK AZ 86025

Branch		FLAGSTAFF, AZ		CNNYYY
Date	Time	Page		
12/20/12	10:39:43 (O)	02		
Account No.	Phone No.	Invoice No.		
6225013	928 5246225	P45892		
Ship Via		Purchase Order		
W/C JOHN		T0310SE		
				Salesperson
				DG5

PARTS INVOICE

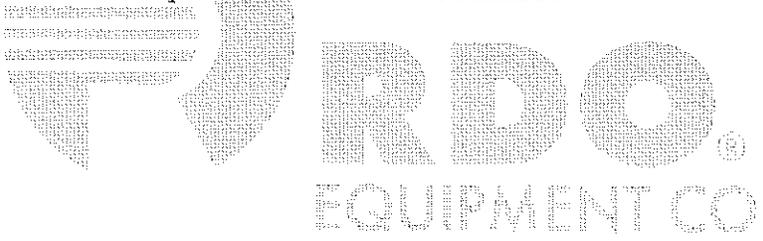
ORDER#: 041659

Part#	DESCRIPTION	Bin	ORD	ISS	SHP	B/O	UTT	Price	Amount
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PLEASE REMIT TO: POWERPLAN OIB
21310 NETWORK PLACE
CHICAGO, IL 60673-1213

TOTAL WEIGHT=> 20.52

This purchase is subject to the terms of the issuer's credit agreement. I grant the issuer a purchase money security interest, except as limited in that agreement, in the goods described. Please remit payments to PowerPlan at the address shown on your PowerPlan statement.



SIGNATURE

TERMS AND CONDITIONS: All invoices are due Net-20 days from the invoice date or in accordance with the terms of your account agreement. Please refer to your finance agreement for details.

Stocked parts can be returned within 30 days with copy of invoice. Special order parts \$20.00 and up may be returned within 30 days with copy of invoice. 20% restock charge will apply to all special order parts. All sales are final on special order non-returnable parts. All parts must be new, uninstalled and in original packaging. No returns on electrical components. No refunds on freight charges.

**RESOLUTION OF THE CITY COUNCIL OF HOLBROOK REGARDING
ESTABLISHMENT OF EVALUATION PROCESS AND FORMAT
FOR CITY MANAGER REVIEW**

WHEREAS, the City Manager is the City of Holbrook and appointed by the City Council; and

WHEREAS, an annual examination of the City Manager's performance by the City Council as to performance of his assigned evaluation priorities is an important communication's process necessary for a healthy and effective Council-Manager relationship; and

WHEREAS, the City Manager's performance evaluation is to be an objective tool used for recognizing accomplishment as well a for dealing with areas in need of improvement; and

WHEREAS, the Holbrook City Council and City Manager desire to establish a process and format used for completing an evaluation of the City Manager's performance; and

WHEREAS, an objective format is an appropriate tool by which the Council can submit numeric values for each measureable objective as part of the evaluation process; and

WHEREAS, the attached form is an appropriate tool by which to provide the City Manager a detailed evaluation from each Councilor with a mathematically calculated summary to support the Council's evaluation.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND HOLBROOK CITY COUNCIL:

Section 1: The Mayor and City Council hereby adopt the attach form as an evaluation tool for the performance of the City Manager.

Section 2: The evaluation form will be used to review the City Manager's performance and test, identify and refine the expectations and responsibilities of the City Manager.

Section 3: The process for evaluation shall be as follows:

- a. One month before the evaluation is scheduled, the City Manager completes the City Manager's Self-evaluation form.
- b. Two week before the evaluation is scheduled, the Clerk will provide each Councilor with a copy of the evaluation from and completed City Manager self-evaluation form.
- c. Each Councilor and the Clerk completes an evaluation form, signs it, and returns one copy to the Mayor.
- d. The Clerk tabulates the results of the evaluation forms.

e. The composite evaluation of the Mayor and City Council, along with the City Manager's Self-evaluation form, is distributed by the Clerk to the Council prior to the evaluation meeting. A copy of the composite evaluation is provided by the Mayor to the City Manager prior to the evaluation meeting.

f. The Mayor and Council meet with the City Manager is a scheduled meeting to jointly review the evaluation.

g. The operating ground rules shall be established by the Mayor and Council for the meeting including, but not limited to, such considerations as locations, time, or time considerations for any particular subject matter.

h. The evaluation process shall occur in December of each year, except that the Council may require an additional evaluation at any time during the year.

i. Following the evaluation, the City Manager shall present to the Mayor any requests regarding changes to the employment agreement including salary adjustments with the Council-authorized "Executive Salary Schedule."

PASSED AND APPROVED by the Mayor and Council of the City of Holbrook, Arizona, this _____ day of _____, 2008.

Jeff Hill, Mayor

ATTEST:

Cher Millage, City Clerk

APPROVED AS TO FORM:

Marlene A. Pontrelli, Esq.
Mariscal, Weeks, McIntyre & Friedlander, P.A., City Attorneys

RESOLUTION 13-01

AN RESOLUTION OF THE MAYOR AND COUNCIL OF
THE CITY OF HOLBROOK, ARIZONA, AMENDING THE
FEES FOR THE CITY OF HOLBROOK FITNESS CENTER.

RECITALS

WHEREAS, the City of Holbrook operates a fitness center and charges fees to operate and maintain said center; and

WHEREAS, a portion of the expense of operating the fitness center need to be offset by the fees collected; and

WHEREAS, it is in the best interest of the City and residents that a fee schedule be (amended, put into place):

ENACTMENT:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Holbrook, Arizona, as follows:

1. The following fees shall be charged and collected monthly for use of the fitness center
 - A. Regular monthly fee **\$10.00 for all members.**
 - B. One time use fee \$5.00
 - C. Mayor, Council members, City employees, their spouses, their sons and daughters (under the age of 21) are free of charge.

This fee schedule shall become effective thirty (30) days after adoption by the Mayor and Council.

PASSED AND ADOPTED this _____ day of _____, 2013, by the Mayor and Council of the City of Holbrook, Arizona.

Jeff Hill, Mayor

ATTEST:

Cher Reyes, CMC, CPM, City Clerk

APPROVED AS TO FORM:

Marlene Pontrelli, City Attorney

THE PUMP COMPANY

327 N. 1ST STREET
 BUCKEYE, ARIZONA 85326
 OFFICE 623-327-1200
 FAX 623-386-7776

Invoice

Date	Invoice #
10/17/2012	2493

Bill To
City of Holbrook 456 1st Ave Holbrook AZ 86028

Ship To
Well 1

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt	C.S.	10/17/2012			

Quantity	Item Code	Description	Price Each	Amount
1	LABOR	Labor to set well	500.00	500.00
5	LABOR	Labor to brush and acidize wells	225.00	1,125.00
20	PARTS	241 Scale Solvent for cleaning of wells	10.89	217.80T
1	WTP5550L	WTP5550L 4" WT SUBM PUMP END 5HP 55GPM	780.89	780.89T
1	FM4/1-500	FRANKLIN 4" SUBM MOTOR 5HP/1PH	1,958.38	1,958.38T
1	CBD5.0	FRANKLIN DELUXE CONTROL BOX 5HP/230V	554.44	554.44T
100	SCH1202.0PVC	2" SCH 120 PVC DROP PIPE	5.72	572.00T
120	#10	#10-3 W/ GRD SUBMERSIBLE CABLE	2.46	295.20T
1	MISC.	MISC. PIPING & ELECTRICAL FITTINGS	601.25	601.25T
150	PARTS	4 1/2" PVC Liner	7.68753	1,153.13T
6	LABOR	Labor to install PVC Liner	125.00	750.00
1	LABOR	Video well 1	1,000.00	1,000.00
		Randy here is the estimate to work on both of the small wells that we looked at down in the river bottom. Let me know if you would like to proceed on these.		

<i>It's a pleasure working with you and we appreciate your business!</i>	Subtotal	\$9,508.09
	Sales Tax (7.3%)	\$447.72
	Total	\$9,955.81
	Payments/Credits	\$0.00
	Balance Due	\$9,955.81