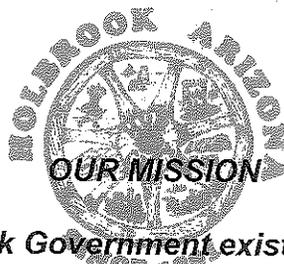


465 First Avenue
P.O. Box 970
Holbrook, AZ 86025

CITY OF HOLBROOK

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



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

AGENDA

REGULAR CITY COUNCIL MEETING

FEBRUARY 11, 2014

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. Presentation of Engine #14 by Holbrook Volunteer Fire Department.
- 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 January 24, 2014 thru February 5, 2014: Documentation for claims is available *at City Hall*.
 - B. Minutes of the special meeting held on January 27, 2014.
 - C. Minutes of the regular meeting held on December 10, 2013.
 - D. Special Event liquor license-Our Lady of Guadalupe-March 1, 2014.
- 7) REPORTS:
Mayor:

Council Members:
Manager:
1. Financial update.
Police Chief:

8) OLD BUSINESS:

- A. Ordinance 14-01, authorizing the lease of real property, namely a portion of Parcel 109-37-006A to operation 29:11, 22nd reading.
- B. Ordinance 14-02, amending the City Code, Chapter 1, Boards and Commissions, establishment and terms of office-2nd reading.

9) NEW BUSINESS:

- A. Discussion/possible action regarding scheduling work session with the Holbrook Chamber of Commerce-Council.

10) EXECUTIVE SESSION:

- A. Pursuant to 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.

11) POST EXECUTIVE SESSION:

12) 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.

Citizens may complete one Request to Speak "Public Comment" card per night and submit it to the City Clerk before or during the Council meeting. During this time, any member of the public may come forward and address the City Council on any issue within the jurisdiction of the Council. Public Comment time is reserved for citizen comments regarding non-agendized items. **Speakers are limited to 3 minutes per speaker to address the Council during "Public Comment" time.** Members of the City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01 (H), action taken as a result of public comment will be limited to directing City staff to study the matter, responding to any criticism, or scheduling the matter for further consideration and decision at a later date. Items on the agenda will not be heard or discussed in Call to the Public. Video or audio tapes or other overhead visual aids are not allowed during these public appearances. All speakers should begin their remarks by stating their name and address for the record.

13) CLAIMS/PAYMENT APPROVAL FOR WALT'S HARDWARE: \$ 1520.54

14) ADJOURNMENT:

Dated this 4th day of February 2014.


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.

CITY OF HOLBROOK

INVOICE APPROVAL REPORT

**BY GL NUMBER EXCLDUING
HARDWARE**

01/25/2014 THRU 02/06/2014

TOTAL

\$184,973.81

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
1/29/2014											
LEXIS-NEXIS (ACCURINT)			169								
50	1	Inv	BACKGROUND CHECKS	02/01/2014	50.00	2		.00			1/14 Y
				02/01/2014		No			001-004-5041		
50	2	Inv		02/01/2014	.00	2		.00			1/14 Y
				02/01/2014		No					
50	3	Inv		02/01/2014	.00	2		.00			1/14 Y
				02/01/2014		Yes					
Total 50					50.00						
Total 169					50.00						
BETTER COMMUNICATIONS CO			2430								
7012096	1	Inv	Radio Contract	02/01/2014	.00	0		.00			1/14 Y
				02/01/2014		No			001-004-5047		
7012096	2	Inv	Radio contract	02/01/2014	.00	0		.00			1/14 Y
				02/01/2014		No			001-031-5047		
7012096	3	Inv	Radio Contract	02/01/2014	529.90	0		.00			1/14 Y
				02/01/2014		No			001-050-5047		
7012096	4	Inv	Radio Contract	02/01/2014	312.63	0		.00			1/14 Y
				02/01/2014		No			001-060-5047		
7012096	5	Inv	Radio Contract	02/01/2014	.00	0		.00			1/14 Y
				02/01/2014		No			001-084-5047		
7012096	6	Inv	Radio Contract	02/01/2014	.00	0		.00			1/14 Y
				02/01/2014		No			001-085-5047		
7012096	7	Inv	Radio Contract	02/01/2014	.00	0		.00			1/14 Y
				02/01/2014		No			002-090-5047		
7012096	8	Inv	Radio Contract	02/01/2014	.00	0		.00			1/14 Y
				02/01/2014		No			002-091-5047		
7012096	9	Inv	Radio Contract	02/01/2014	.00	0		.00			1/14 Y
				02/01/2014		No			002-092-5047		
7012096	10	Inv	Radio Contract	02/01/2014	.00	0		.00			1/14 Y
				02/01/2014		No			001-040-5047		
7012096	11	Inv	Radio Contract	02/01/2014	.00	0		.00			1/14 Y
				02/01/2014		No			007-087-5047		
Total 7012096					842.53						
Total 2430					842.53						
CABLE ONE23414-120774-01-0			2940								
10012094	1	Inv	UTILITIES	02/01/2014	.00	0		.00			1/14 Y
				02/01/2014		No			001-060-5048		
10012094	2	Inv	UTILITIES	02/01/2014	105.95	0		.00			1/14 Y
				02/01/2014		No			001-050-5048		
10012094	3	Inv	UTILITIES	02/01/2014	.00	0		.00			1/14 Y
				02/01/2014		No			001-093-5048		
10012094	4	Inv	UTILITIES	02/01/2014	.00	0		.00			1/14 Y
				02/01/2014		No			001-050-5048		
10012094	5	Inv	UTILITIES	02/01/2014	.00	0		.00			1/14 Y
				02/01/2014		No			001-004-5048		

Vendor Name	Vendor No	Invoice No	Seq	Type	Description	Inv Date	Total Cost	Term	Disc Date	Disc Amt	PO Number	GL Per	R
					Inventory No	Due Date		1099				GL Acct	
Total 10012094							105.95						
Total 2940							105.95						
CYBERTRAILS				3960									
7312080	1	Inv	EMAIL AND BACKUP	02/01/2014	91.65	2							
				02/01/2014		No					001-004-5047		
7312080	2	Inv		02/01/2014	.00	2							1/14 Y
				02/01/2014		No							
Total 7312080							91.65						
Total 3960							91.65						
IKON FINANCIAL SERVICES				6503									
9012092	1	Inv	COPIER LEASE	02/01/2014	.00	3							
				02/01/2014		No					001-004-5049		
9012092	2	Inv	COPIER MAINTENANCE C	02/01/2014	.00	3							1/14 Y
				02/01/2014		No					001-050-5047		
Total 9012092							.00						
Total 6503							.00						
NAVAJO COUNTY HISTORICAL				8720									
133	1	Inv	CONTRIBUTION	02/01/2014	2,400.00	0							
				02/01/2014		No					006-014-5057		1/14 Y
ARIZONA PUBLIC SERVICE				21025									
60842	1	Inv	STREETLIGHT AGREEME	02/01/2014	559.68	0							
				02/01/2014		No					007-087-5048		1/14 Y
U.S. POSTMASTER				21221									
58	1	Inv	UTILTIY BILLING	02/01/2014	296.67	0							
				02/01/2014		No					002-090-5042		1/14 Y
58	2	Inv	UTILITY BILLING	02/01/2014	296.67	0							
				02/01/2014		No					002-091-5042		1/14 Y
58	3	Inv	UTILITY BILLING	02/01/2014	296.67	0							
				02/01/2014		No					002-092-5042		1/14 Y
Total 58							890.01						
Total 21221							890.01						
COPIER PROGRAM DIVISION				21479									
3180016151	1	Inv	COPIER LEASE	02/01/2014	346.82	0							
				02/01/2014		No					001-004-5047		1/14 Y
YESCO				21716									
30	1	Inv	MAINTENANCE	02/01/2014	265.00	0							
				02/01/2014		No					006-014-5057		1/14 Y
CABLE ONE 23414-459480-01-5				21944									
10012028	1	Inv	UTILITIES	02/01/2014	58.00	0							

R Column: Y = Recurring Payment

Invoice No	Vendor Name Seq 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
			02/01/2014		No				001-060-5048	
CABLE ONE 23414-123561-01-8		21945								
10012028	1 Inv	UTILITIES	02/01/2014	58.00	0		.00			1/14 Y
			02/01/2014		No				001-050-5048	
CABLEONE 23414-468281-01-6		21946								
10012028	1 Inv	UTILITIES	02/01/2014	512.67	0		.00			1/14 Y
			02/01/2014		No				001-004-5048	
CABLEONE #23414-470574-01-1		22006								
3012024	1 Inv	UTILITIES	02/01/2014	14.45	0		.00			1/14 Y
			02/01/2014		No				001-020-5048	
CABLE ONE 23414-472364-01-4		22031								
50122	1 Inv	UTILITIES	02/01/2014	22.26	0		.00			1/14 Y
			02/01/2014		No				002-091-5048	
CABLEONE 23414-472179-01-7		22148								
11012016	1 Inv	UTILITIES	02/01/2014	130.99	0		.00			1/14 Y
			02/01/2014		No				002-091-5048	
11012016	2 Inv	UTILITIES	02/01/2014	130.99	0		.00			1/14 Y
			02/01/2014		No				002-092-5048	
Total 11012016				261.98						
Total 22148				261.98						
QUILL OFFICE PRODUCTS		9990								
8953280	1 Inv	SUPPLIES	01/22/2014	82.68	0		.00			1/14
			02/12/2014		No				001-050-5021	
CONTINENTAL RESEARCH CORP		3713								
38955-CRC-1	1 Inv	SUPPLIES	01/22/2014	551.15	1		.00			1/14
			02/12/2014		No				002-092-5026	
VINYL GRAPHICS		21870								
035930	1 Inv	EMBLEMS	01/20/2014	264.18	0		.00			1/14
			02/12/2014		No				001-050-5024	
DICKINSON WRIGHT MARISCAL		22018								
903889	1 Inv	PROFESSIONAL SERVICE	01/17/2014	740.42	0		.00			1/14
			02/12/2014		No				001-004-5041	
903889	2 Inv	PROFESSIONAL SERVICE	01/17/2014	500.00	0		.00			1/14
			02/12/2014		No				002-091-5041	
Total 903889				1,240.42						
Total 22018				1,240.42						
R.A.G.H.T.		10005								
01282014	1 Inv	INSURANCE PREMIUMS	01/28/2014	55,435.48	2		.00			1/14
			01/29/2014		No				099-0002524	
DANA KEPNER CO.		4071								

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
4623264-00	1	Inv	SUPPLIES		01/23/2014 02/12/2014	726.84	1 No		.00			1/14
4623275-00	1	Inv	PARTS		01/23/2014 02/12/2014	254.51	1 No		.00		002-091-5026 002-091-5026	1/14
Total 4071						981.35						
MOHAVE ENVIRONMENTAL LAB				8270								
65463	1	Inv	TESTING		01/22/2014 02/12/2014	465.00	0 No		.00			1/14
O'REILLY AUTO PARTS												
257255	1	Inv	PARTS	21622	01/27/2014 02/12/2014	65.96	0 No		.00			1/14
JACK'S MUSTANG				10250								
3971	1	Inv	PROPANE		01/23/2014 02/12/2014	24.60	0 No		.00			1/14
MOHAVE ENVIRONMENTAL LAB				8270								
65464	1	Inv	TESTING		01/22/2014 02/12/2014	960.00	0 No		.00			1/14
65467	1	Inv	TESTING		01/22/2014 02/12/2014	810.00	0 No		.00			1/14
Total 8270						1,770.00						
RDO EQUIPMENT CO				10080								
P50453	1	Inv	PARTS		10/14/2013 02/12/2014	147.48	2 No		.00			1/14
QUALITY READY MIX-CEMEX				9955								
9427656285	1	Inv	CONCRETE		12/13/2013 01/12/2014	241.25	8 No	12/28/2013	2.27			1/14
O'REILLY AUTO PARTS				21622								
255563	1	Inv	PARTS		01/12/2014 02/12/2014	51.20	0 No		.00			1/14
255389	1	Inv	PARTS		01/10/2014 02/12/2014	70.28	0 No		.00			1/14
255583	1	Inv	PARTS		01/12/2014 02/12/2014	11.65	0 No		.00			1/14
255539	1	Inv	PARTS		01/12/2014 02/12/2014	51.20	0 No		.00			1/14
Total 21622						184.33						
QUALITY READY MIX-CEMEX				9955								
9427747541	1	Inv	CONCRETE		01/09/2014 01/12/2014	787.79	8 No	01/24/2014	7.43			1/14
BRADCO				2590								
9403	1	Inv	FUEL		01/15/2014 01/29/2014	6,604.25	0 No		.00			1/14

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
FRONTIER COMM TELE				3350								
01152014	2	Inv	UTILITIES		01/15/2014 01/23/2014	305.35	0 No		.00			1/14 006-014-5048
AUTO SAFETY HOUSE				1571								
3240150010	1	Inv	PARTS/REPAIRS		01/15/2014 02/12/2014	11.85	2 No		.00			1/14 001-031-5024
3240140016	1	Inv	PARTS/REPAIRS		01/14/2014 01/21/2014	150.82	2 No		.00			1/14 001-040-5026
Total 1571						162.67						
VERIZON WIRELESS				530								
9718188344	1	Inv	UTILITIES		01/10/2014 01/23/2014	9.56	0 No		.00			1/14 001-050-5048
JACK'S MUSTANG				10250								
3376	1	Inv	REPAIRS		01/15/2014 02/12/2014	12.00	0 No		.00			1/14 007-087-5024
PATRICK & CO				9330								
879060	1	Inv	TAGS		12/05/2013 02/12/2014	80.25	0 No		.00			1/14 001-048-5030
JR'S KACHINA AUTO WRECKING				7055								
102331	1	Inv	PARTS		01/17/2014 02/12/2014	74.27	2 No		.00			1/14 001-050-5024
UNISOURCE ENERGY SERVICES				3380								
01212014	2	Inv	UTILITIES		01/21/2014 01/23/2014	237.92	0 No		.00			1/14 001-020-5048
01212014	3	Inv	UTILITIES		01/21/2014 01/23/2014	1,522.16	0 No		.00			1/14 006-014-5048
01212014	4	Inv	UTILITIES		01/21/2014 01/23/2014	149.27	0 No		.00			1/14 001-031-5048
Total 01212014						1,909.35						
Total 3380						1,909.35						
O'REILLY AUTO PARTS				21622								
256437	1	Inv	PARTS		01/20/2014 02/12/2014	126.65	0 No		.00			1/14 001-050-5024
USA BLUE BOOK				12482								
238883	1	Inv	PUMP		01/09/2014 02/12/2014	2,229.54	1 No		.00			1/14 002-092-5026
ARIZONA STATE TREASURER				1380								
DEC13	1	Inv	FINES		01/23/2014 01/29/2014	2,706.67	0 No		.00			1/14 001-000-4710
UNIVERSAL POLICE SUPPLY CO.				12400								
153674	1	Inv	UNIFORMS		01/17/2014 02/12/2014	1,219.88	2 No		.00			1/14 001-050-5023

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
NORTHLAND PIONEER COLLEGE				9000								
5382	1	Inv	TRAINING		10/01/2013 02/12/2014	7,396.00	0 No		.00		001-060-5045	1/14
MEEKS, MIKE				21530								
08212013	1	Inv	ACCOUNTABILITY TAGS		08/21/2013 01/29/2014	36.64	0 No		.00		001-060-5022	1/14
SIMPSON, CARY				20326								
01272014	1	Inv	TRAVEL		01/27/2014 01/29/2014	154.37	3 No		.00		001-060-5045	1/14
ADVANCED INFOR SYSTEMS				21240								
11181	1	Inv	UTILITY BILLING		01/23/2014 01/29/2014	89.78	0 No		.00		002-090-5042	1/14
11181	2	Inv	UTILITY BILLING		01/23/2014 01/29/2014	89.78	0 No		.00		002-091-5042	1/14
11181	3	Inv	UTILITY BILLING		01/23/2014 01/29/2014	89.78	0 No		.00		002-092-5042	1/14
Total 11181						269.34						
Total 21240						269.34						
O'REILLY AUTO PARTS				21622								
255039	1	Inv	PARTS		01/07/2004 02/12/2014	5.99	0 No		.00		001-060-5024	1/14
244102	1	Inv	PARTS		10/09/2013 02/12/2014	73.09	0 No		.00		001-060-5024	1/14
Total 21622						79.08						
FRONTIER COM LONG DISTANCE				3353								
4140649	1	Inv	UTILITIES		01/20/2014 01/27/2014	66.50	2 No		.00		001-050-5048	1/14
Total 1/29/2014						92,163.04						

01/29/2014 GL Period Summary

GL Period	Amount
1/14	92,163.04
	<u>92,163.04</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
2/4/2014												
HOLBROOK VOL FIRE DEPT			6260									
200610	1	Inv	RETIREMENT		02/05/2014	1,916.59	0		.00			2/14 Y
					02/05/2014		No			001-060-5015		
200610	2	Inv	UNIFORMS		02/05/2014	3,343.24	0		.00			2/14 Y
					02/05/2014		No			001-060-5049		
Total 200610						5,259.83						
Total 6260						5,259.83						
SOLOMON LAW OFFICES, P.C.			20955									
JAN2014	1	Inv	PROFESSIONAL SERVICE		01/31/2014	1,296.00	0		.00			2/14
					02/04/2014		No			001-004-5041		
REYES, CHERYL RAYE			3290									
01312014	1	Inv	CAFETERAI		01/31/2014	30.00	0		.00			2/14
					02/04/2014		No			099-0002522		
MOHAVE ENVIRONMENTAL LAB			8270									
65107	1	Inv	TESTING		12/13/2013	438.00	0		.00			2/14
					02/12/2014		No			002-091-5041		
BROWN & BROWN LAW OFFICE			2690									
28648	1	Inv	PROFESSIONAL SERVICE		01/13/2014	893.90	0		.00			2/14
					02/12/2014		Yes			002-091-5041		
28189	1	Inv	PROFESSIONAL SERVICE		09/10/2013	2,600.10	0		.00			2/14
					02/12/2014		Yes			002-091-5041		
Total 2690						3,494.00						
ARIZONA SUPREME COURT			1390									
14-00001314	1	Inv	COMPUTER MAINT.		01/22/2014	1,500.00	0		.00			2/14
					02/12/2014		No			001-098-5071		
DARLEY & COMPANY			21302									
17118901	1	Inv	FIRE EQUIPMENT		01/16/2014	702.90	0		.00			2/14
					02/12/2014		No			001-060-5026		
QUILL OFFICE PRODUCTS			9990									
8956259	1	Inv	SUPPLIES		01/22/2014	49.09	0		.00			2/14
					02/12/2014		No			001-050-5021		
8956259	2	Inv	SUPPLIES		01/22/2014	19.31	0		.00			2/14
					02/12/2014		No			001-004-5021		
Total 8956259						68.40						
Total 9990						68.40						
A.P.S.			70									
01232014	1	Inv	UTILITIES		01/23/2014	659.87	0		.00			2/14
					02/04/2014		No			001-060-5048		
01232014	2	Inv	UTILITIES		01/23/2014	7,963.56	0		.00			2/14
					02/04/2014		No			002-091-5048		
01232014	3	Inv	UTILITIES		01/23/2014	10,673.85	0		.00			2/14

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
01232014	4	Inv	UTILITIES		02/04/2014 01/23/2014	1,971.91	No 0		.00		002-092-5048	2/14
01232014	5	Inv	UTILITIES		02/04/2014 01/23/2014	1,558.11	No 0		.00		001-031-5048	2/14
01232014	6	Inv	UTILITIES		02/04/2014 01/23/2014	398.87	No 0		.00		001-050-5048	2/14
01232014	7	Inv	UTILITIES		02/04/2014 01/23/2014	1,285.70	No 0		.00		001-093-5048	2/14
01232014	8	Inv	UTILITIES		02/04/2014 01/23/2014	465.84	No 0		.00		007-087-5048	2/14
01232014	9	Inv	UTILITIES		02/04/2014 01/23/2014	165.39	No 0		.00		001-040-5048	2/14
01232014	10	Inv	UTILITIES		02/04/2014 01/23/2014	823.94	No 0		.00		002-090-5048	2/14
01232014	11	Inv	UTILITIES		02/04/2014 01/23/2014	281.08	No 0		.00		001-099-5048	2/14
01232014	12	Inv	UTILITIES		02/04/2014 01/23/2014	461.03	No 0		.00		001-085-5048	2/14
01232014	13	Inv	UTILITIES		02/04/2014 01/23/2014	643.45	No 0		.00		001-004-5048	2/14
01232014	14	Inv	UTILITIES		02/04/2014 01/23/2014	71.38	No 0		.00		006-014-5048	2/14
01232014	15	Inv	UTILITIES		02/04/2014 01/23/2014	917.33	No 0		.00		001-084-5048	2/14
01232014	16	Inv	UTILITIES		02/04/2014 01/23/2014	165.01	No 0		.00		001-020-5048	2/14
					02/04/2014		No				001-048-5048	
Total 01232014						28,506.32						
Total 70						28,506.32						
REYES, CHERYL RAYE				3290								
02042014	1	Inv	CAFETERAI		02/04/2014 02/04/2014	75.00	0 No		.00		099-0002522	2/14
Total 2/4/2014						41,370.45						

02/04/2014 GL Period Summary

GL Period	Amount
2/14	41,370.45
	<u>41,370.45</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
2/6/2014												
THE PRINT SHOP AT				22182								
1141	1	Inv	COPIES		02/05/2014	45.77	0		.00			2/14
					02/12/2014		No			002-091-5046		
1141	2	Inv	COPIES		02/05/2014	45.76	0		.00			2/14
					02/12/2014		No			002-092-5046		
Total 1141						91.53						
Total 22182						91.53						
JR'S KACHINA AUTO WRECKING				7055								
182334	1	Inv	PARTS		02/03/2014	47.78	2		.00			2/14
					02/12/2014		No			001-050-5024		
KME KOVATCH MOBILE EQUIP				22084								
01282014-04	1	Inv	FIRE TRUCK		01/28/2014	4,644.39	0		.00			2/14
					02/12/2014		No			001-001-5058		
HOLBROOK TRIBUNE NEWS				6240								
124138	1	Inv	ADVERTISEMENT		01/31/2014	18.90	0		.00			2/14
					02/12/2014		No			001-001-5044		
O'REILLY AUTO PARTS				21622								
257288	1	Inv	PARTS		01/27/2014	23.62	0		.00			2/14
					02/12/2014		No			001-050-5024		
WELDING SERVICES & SUPPLY				12815								
16173	1	Inv	SUPPLIES		02/04/2013	47.65	2		.00			2/14
					02/12/2014		No			002-091-5026		
16172	1	Inv	SUPPLIES		02/04/2014	39.78	2		.00			2/14
					02/12/2014		No			002-091-5026		
Total 12815						87.43						
TATE'S AUTO CENTER				11670								
10792	1	Inv	PARTS		01/28/2014	120.34	0		.00			2/14
					02/12/2014		No			001-050-5024		
QUILL OFFICE PRODUCTS				9990								
9116317	1	Inv	ELECTION SUPPLIES		01/28/2014	47.96	0		.00			2/14
					02/12/2014		No			001-001-5056		
9116317	2	Inv	SUPPLIES		01/28/2014	13.20	0		.00			2/14
					02/12/2014		No			001-050-5021		
Total 9116317						61.16						
Total 9990						61.16						
BANANA JONS				2177								
13-2004	1	Inv	RENTAL/MAINT		02/04/2014	350.00	2		.00			2/14
					02/12/2014		No			001-031-5047		
LARSON WASTE				22010								
32787	1	Inv	WASTE AGREEMENT		01/31/2014	12,665.00	0		.00			2/14

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
32788	1	Inv	WASTE AGREEMENT		02/06/2014 01/31/2014 02/06/2014	13,495.83	No 0 No		.00		002-090-5047 002-090-5047	2/14
Total 22010						26,160.83						
CABLEONE #23414-470574-01-1				22006								
01232014	1	Inv	UTILITIES		01/23/2014 02/06/2014	97.49	0 No		.00		001-020-5048	2/14
ROUTE 66 LUMBER & HARDWARE				650								
01312014	1	Inv	SUPPLIES		01/31/2014 02/12/2014	12.00	0 No		.00		007-087-5026	2/14
01312014	2	Inv	SUPPLIES		01/31/2014 02/12/2014	89.33	0 No		.00		001-031-5026	2/14
01312014	3	Inv	SUPPLIES		01/31/2014 02/12/2014	46.87	0 No		.00		001-020-5026	2/14
01312014	4	Inv	SUPPLIES		01/31/2014 02/12/2014	53.03	0 No		.00		001-099-5026	2/14
Total 01312014						201.23						
Total 650						201.23						
ARIZONA STATE TREASURER				1380								
JAN2014	1	Inv	FARE 01/13		02/03/2014 02/06/2014	354.69	0 No		.00		001-000-4710	2/14
A-1 GLASS & MIRROR				13								
A14152	1	Inv	WINDOWS		01/23/2014 02/12/2014	731.94	2 No		.00		001-020-5052	2/14
INGRAM				6620								
76252977	1	Inv	BOOKS		02/03/2014 02/12/2014	480.77	0 No		.00		001-020-5026	2/14
76186312	1	Inv	BOOKS		02/03/2014 02/12/2014	27.26	0 No		.00		001-020-5026	2/14
76798039	1	Inv	BOOKIS		02/03/2014 02/12/2014	22.77	0 No		.00		001-020-5026	2/14
Total 6620						530.80						
NAVAJO COUNTY INFORMATION TECH				8722								
I14-00000011	1	Inv	INTERNET SERVICE		02/03/2014 02/12/2014	600.00	0 No		.00		001-020-5048	2/14
UNIQUE MANAGEMENT SERVICES INC				21441								
249713	1	Inv	COLLECTIONS		01/01/2014 02/12/2014	80.55	0 No		.00		001-000-4720	2/14
DANA KEPNER CO.				4071								
4623173-00	1	Inv	SUPPLIES		01/14/2014 02/12/2014	330.37	1 No		.00		002-091-5026	2/14
STANLEY SECURITY SOLUTIONS				2410								

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
903177275	1	Inv	LOCKS		01/27/2014 02/12/2014	350.12	0 No		.00			2/14
			SENTRY FIRE PROTECTION	10670								
175995	1	Inv	REPAIRS		01/30/2014 02/12/2014	46.19	0 No		.00			2/14
			AZ DEPT OF REVENUE - UTIL. TAX	1830								
02032014	1	Inv	UTILITIES TAX		02/03/2014 02/06/2014	2,256.26	0 No		.00			2/14
			BRADCO	2590								
9608	1	Inv	FUEL		01/31/2014 02/06/2014	4,782.35	0 No		.00			2/14
			ADEQ - WATER QUALITY	300								
0108611	1	Inv	FEES		01/21/2014 02/12/2014	5,383.00	0 No		.00			2/14
			HOLBROOK TRIBUNE NEWS	6240								
BRARY 2014	1	Inv	SUBSCRIPTION		01/15/2014 02/12/2014	33.00	0 No		.00			2/14
			NEOFUNDS BY NEOPOST	21603								
01212014	1	Inv	POSTAGE		01/21/2014 02/12/2014	35.00	0 No		.00			2/14
01212014	2	Inv	POSTAGE		01/21/2014 02/12/2014	37.68	0 No		.00			2/14
01212014	3	Inv	POSTAGE		01/21/2014 02/12/2014	3.62	0 No		.00			2/14
01212014	4	Inv	POSTAGE		01/21/2014 02/12/2014	.92	0 No		.00			2/14
01212014	5	Inv	POSTAGE		01/21/2014 02/12/2014	.92	0 No		.00			2/14
01212014	6	Inv	POSTAGE		01/21/2014 02/12/2014	12.88	0 No		.00			2/14
Total 01212014						91.02						
01302014	1	Inv	POSTAGE		01/30/2014 02/12/2014	.46	0 No		.00			2/14
01302014	2	Inv	POSTAGE		01/30/2014 02/12/2014	.96	0 No		.00			2/14
01302014	3	Inv	POSTAGE		01/30/2014 02/12/2014	27.75	0 No		.00			2/14
01302014	4	Inv	POSTAGE		01/30/2014 02/12/2014	11.08	0 No		.00			2/14
01302014	5	Inv	POSTAGE		01/30/2014 02/12/2014	.46	0 No		.00			2/14
01302014	6	Inv	POSTAGE		01/30/2014 02/12/2014	1.38	0 No		.00			2/14
01302014	7	Inv	POSTAGE		01/30/2014 02/12/2014	10.26	0 No		.00			2/14

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
Total 01302014						52.35						
Total 21603						143.37						
INGRAM												
				6620								
02032014	1	Inv	BOOKS		01/27/2014	96.75	0		.00			2/14
					02/12/2014		No			001-020-5026		
CARQUEST AUTO PARTS												
				2440								
01272014	1	Inv	PARTS		01/27/2014	121.59	0		.00			2/14
					02/12/2014		No			001-050-5024		
01272014	2	Inv	PARTS		01/27/2014	78.11	0		.00			2/14
					02/12/2014		No			002-090-5024		
01272014	3	Inv	PARTS		01/27/2014	17.42	0		.00			2/14
					02/12/2014		No			001-084-5024		
01272014	4	Inv	PARTS		01/27/2014	12.19	0		.00			2/14
					02/12/2014		No			001-040-5026		
01272014	5	Inv	PARTS		01/27/2014	23.70	0		.00			2/14
					02/12/2014		No			002-091-5022		
01272014	6	Inv	PARTS		01/27/2014	23.70	0		.00			2/14
					02/12/2014		No			002-092-5022		
01272014	7	Inv	PARTS		01/27/2014	130.29	0		.00			2/14
					02/12/2014		No			001-031-5024		
Total 01272014						250.78						
Total 2440						250.78						
W.W. WILLIAMS-FLAGSTAFF												
				22183								
920325	1	Inv	EQUIPMENT		01/27/2014	1,139.01	0		.00			2/14
					02/12/2014		No			001-060-5071		
CARQUEST AUTO PARTS												
				2440								
01282014	1	Inv	PARTS		01/28/2014	72.71	0		.00			2/14
					02/12/2014		No			007-087-5024		
01282014	2	Inv	PARTS		01/28/2014	30.19	0		.00			2/14
					02/12/2014		No			001-060-5024		
01282014	3	Inv	PARTS		01/28/2014	159.25	0		.00			2/14
					02/12/2014		No			001-004-5024		
01282014	4	Inv	PARTS		01/28/2014	184.53	0		.00			2/14
					02/12/2014		No			001-084-5024		
01282014	5	Inv	PARTS		01/28/2014	282.45	0		.00			2/14
					02/12/2014		No			001-031-5024		
01282014	6	Inv	PARTS		01/28/2014	711.18	0		.00			2/14
					02/12/2014		No			002-091-5024		
01282014	7	Inv	PARTS		01/28/2014	161.35	0		.00			2/14
					02/12/2014		No			002-090-5024		
01282014	8	Inv	PARTS		01/28/2014	14.94	0		.00			2/14
					02/12/2014		No			001-085-5024		
01282014	9	Inv	PARTS		01/28/2014	77.43	0		.00			2/14
					02/12/2014		No			001-085-5026		
01282014	10	Inv	PARTS		01/28/2014	23.65	0		.00			2/14
					02/12/2014		No			001-040-5026		
01282014	11	Inv	PARTS		01/28/2014	30.31	0		.00			2/14

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
01282014	12	Inv	PARTS		02/12/2014 01/28/2014	186.63	No 0		.00		002-092-5026	2/14
01282014	13	Inv	PARTS		02/12/2014 01/28/2014	.00	No 0		.00		001-050-5024	2/14
01282014	14	Inv	PARTS		02/12/2014 01/28/2014	.00	No 0		.00		001-085-5024	2/14
01282014	15	Inv	PARTS		02/12/2014 01/28/2014	.00	No 0		.00		002-090-5024	2/14
01282014	16	Inv	PARTS		02/12/2014 01/28/2014	.00	No 0		.00		002-091-5024	2/14
01282014	17	Inv	PARTS		02/12/2014 01/28/2014	.00	No 0		.00		001-031-5024	2/14
01282014	18	Inv	PARTS		02/12/2014 01/28/2014	.00	No 0		.00		001-084-5024	2/14
01282014	19	Inv	PARTS		02/12/2014 01/28/2014	.00	No 0		.00		001-004-5024	2/14
01282014	20	Inv	PARTS		02/12/2014 01/28/2014	.00	No 0		.00		001-060-5024	2/14
					02/12/2014		No				007-087-5024	
Total 01282014						1,934.62						
Total 2440						1,934.62						
ADVANCED INFOR SYSTEMS			21240									
11211	1	Inv	UTILITY BILLING		02/04/2014 02/06/2014	163.94	0 No		.00		002-092-5042	2/14
11211	2	Inv	UTILITY BILLING		02/04/2014 02/06/2014	163.94	0 No		.00		002-090-5042	2/14
11211	3	Inv	UTILITY BILLING		02/04/2014 02/06/2014	163.94	0 No		.00		002-091-5042	2/14
Total 11211						491.82						
Total 21240						491.82						
Total 2/6/2014						51,440.32						

02/06/2014 GL Period Summary

GL Period	Amount
2/14	51,440.32
	<u>51,440.32</u>
Grand Total:	<u>184,973.81</u>

Report GL Period Summary

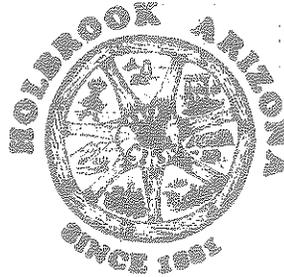
GL Period	Amount
1/14	92,163.04
2/14	92,810.77
	<u>184,973.81</u>

Vendor Number Hash: 1150464
 Vendor Number Hash - Split: 1725708
 Total Number of Invoices: 101
 Total Number of Transactions: 187

TC	Terms Description	Invoice Amt	Discount Amt	Net Inv Amt
0	Open Terms	121,232.91	.00	121,232.91
1	NET 20	4,092.41	.00	4,092.41
2	NET 7	58,465.08	.00	58,465.08
3	IMMEDIATELY	154.37	.00	154.37
8	1% 15TH, NET 30TH	1,029.04	9.70	1,019.34
		<u>184,973.81</u>	<u>9.70</u>	<u>184,964.11</u>

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

CITY OF HOLBROOK



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

AGENDA
SPECIAL MEETING OF THE HOLBROOK CITY COUNCIL
JANUARY 27, 2014
5:30 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 items on the following agenda are for discussion and possible consideration:

CONSENT AGENDA:

- A. Claims/payment approval for January 10, 2014 thru January 23, 2014: Documentation for claims is available at City Hall. (page 2)

NEW BUSINESS:

- A. Ordinance 14-01, authorizing the lease of real property, namely a portion of Parcel 109-37-006A to operation 29:11, 1st reading. (page 13)
- B. Ordinance 14-02, amending the City Code, Chapter 1, Boards and Commissions, establishment and terms of office-1st reading.(Page 15)
- C. Resolution 14-01, designating the election date and purpose of special election and designating the deadline for voter registration. (page 17)

Dated this 22nd Day of February 2014.


Cher Reyes, CMC, CPM, City Clerk

1 MINUTES OF THE HOLBROOK CITY COUNCIL SPECIAL MEETING HELD ON
2 JANUARY 27, 2014
3

4 CALL TO ORDER:

5 Vice-Mayor Haussman called the meeting to order at 5:30 p.m.

6 Roll Call:

7 Vice-Mayor Charles Haussman, Councilmember's Wade Carlisle, Bobby Tyler, Richard
8 Peterson, Phil Cobb and Myron Maxwell. Mayor Hill was absent due to work.

9 CITY STAFF:

10 Manager Ray Alley, Finance Director Randy Sullivan and City Clerk Cher Reyes.

11 CONSENT AGENDA:

12 Claims/payment approve for January 10, 2014 through January 23, 2015.

13 Councilmember Cobb made a motion to approve the consent agenda. Councilmember

14 Tyler seconded and the motion carried unanimously.

15 NEW BUSINESS:

16 A. Vice-Mayor Haussman presented Ordinance 14-01 for its first reading captioned
17 as follows:

18 **AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF HOLBROOK, ARIZONA,**
19 **AUTHORIZING THE LEASE OF REAL PROPERTY OF THE CITY OF HOLBROOK:**
20 **NAMELY A PORTION OF PARCEL NUMBER 109-37-006A, MORE FULLY DESCRIBED IN**
21 **EXHIBIT "A" ATTACHED HERETO**
22

23 Manager Alley explained that Operation 29:11 currently leases a space from us for
24 distribution of food items at the old NPC Campus and they have asked to lease Building

25 B of the dormitories for meeting space and living quarters. Manager Alley stated that
26 we have not had any problems with them and recommended that lease. Vice-Mayor

27 Haussman asked what the length of the term would be. Manager Alley stated that it

1 would be for one year at a time. City Clerk Reyes stated that this is the first reading of
2 the ordinance and the lease will be attached to the next agenda.

3 B. Vice-Mayor Haussman presented Ordinance 14-02 for its first reading captioned
4 as follows:

5 **AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF**
6 **HOLBROOK, ARIZONA, AMENDING THE CITY CODE, CHAPTER 1,**
7 **BOARDS AND COMMISSIONS, 1-6-1 (A) ESTABLISHMENT AND 1-**
8 **6-1 (B) TERMS OF OFFICE; ESTABLISHING AN EFFECTIVE DATE;**
9 **AND PROVIDING FOR REPEAL AND SEVERABILITY**

10
11 City Clerk Reyes stated that the Mayor has had a difficult time finding anyone
12 to serve on the Zoning Commission. City Clerk Reyes stated that there was no
13 response to the ads in the newspaper either. City Clerk Reyes stated that the
14 Mayor and she discussed reducing the size of the commission from 7 to 5
15 members which may make it easier to fill the positions and this is the purposed
16 Ordinance to make that change. City Clerk Reyes stated the current
17 commissioners have a copy of the Ordinance.

18
19 C. Vice-Mayor Haussman presented Resolution 4-02 captioned as follows:

20
21
22 **A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HOLBROOK,**
23 **ARIZONA, DESIGNATING THE ELECTION DATE AND PURPOSE OF ELECTION**
24 **AND DESIGNATING THE DEADLINE FOR VOTER REGISTRATION**

25
26 Finance Director Sullivan stated that as the Council is aware the Home Rule
27 (Alternative Expenditure Limitation) was not taken to the voters at the last election and
28 the City is operating under the State's established limitation which is a lot lower than the
29 revenues the City takes in. Finance Director Sullivan stated that Staff is figuring on
30 \$500,000 being the amount of the over-ride but there are still some factors that have to

1 be calculated in. Finance Director Sullivan stated that exact figures will have to be
2 provided before the election and he is working with the State to make sure these
3 numbers are correct. Manager Alley stated that right now we have more money to
4 spend that we can't because of the limitation. Finance Director stated that the State is
5 also discussing re-instating HURF funds which will not affect the limitation. Finance
6 Director Sullivan stated that if the HURF funds are re-instated the funds for streets will
7 not have to be transferred from General Fund. City Clerk Reyes stated that it was
8 important to note that an over-ride will not increase taxes. Finance Director Sullivan
9 stated that it will just allow the City to spend the revenues that it's taking in. Finance
10 Director Sullivan and City Manager Alley stated that the jail contract with the County will
11 be billed at 100% in the next fiscal year which currently the County has absorbed 50%
12 for the first two years. Councilmember Peterson asked how many budget years this is
13 for. Finance Director Sullivan stated that it is for one fiscal year. Finance Director
14 Sullivan stated that Staff is looking at possibly placing a permanent base adjustment on
15 the November 2014 ballot or we will have to wait until 2016 and place Home Rule on
16 the ballot. Vice-Mayor Haussman asked why now in January we are discussing this.
17 City Clerk Reyes stated that an election has to be called 100 days before the election.
18 Vice-Mayor Haussman asked what kind of fines we are going to have to pay for this
19 fiscal year for exceeding budget. Finance Director Sullivan replied none as of now
20 because we are staying within the limit. Manager Alley stated that next year could be a
21 problem if the over-ride does not pass. Councilmember Carlisle stated that the
22 legislature is in favor of restoring HURF funds but the Governor has other items she
23 wants funded. Vice-Mayor Haussman asked about jail fees. Manager Alley stated that

1 Staff is estimating jail fees will be \$225,000 to \$250,000.00 since the City will now have
2 to absorb 100% of the costs but we cannot afford to run or start our own jail.
3 Councilmember Maxwell stated that he supports the election but over-ride is a bad
4 word. Manager Alley agreed that it has a negative connotation. Finance Director
5 Sullivan stated that there will be two public hearings to explain the over-ride. Vice-
6 Mayor Haussman asked where we are on sales tax revenues. Finance Director
7 Sullivan stated that we will top 3 million this year. Councilmember Carlisle made a
8 motion to adopt Resolution 14-02. Councilmember Cobb seconded and the motion
9 carried unanimously.

10 Adjournment:

11
12 There being no further business to come before the Council, the meeting was
13 adjourned at 6:08 p.m.
14

15
16 _____
Charles Haussman, Vice- Mayor

17 CERTIFICATION:

18 I hereby certify that the foregoing minutes are a true and correct copy of the minutes of
19 the Special Meeting of the Holbrook City Council held on the 27th day of January 2014.
20 I further certify that the meeting was duly called and held and that a quorum was
21 present.
22

23
24 _____
Cher Reyes, CMC, CPM, City Clerk
25

1 MINUTES OF THE HOLBROOK CITY COUNCIL SPECIAL MEETING HELD ON
2 JANUARY 27, 2014
3

4 CALL TO ORDER:

5 Vice-Mayor Haussman called the meeting to order at 5:30 p.m.

6 Roll Call:

7 Vice-Mayor Charles Haussman, Councilmember's Wade Carlisle, Bobby Tyler, Richard
8 Peterson, Phil Cobb and Myron Maxwell. Mayor Hill was absent due to work.

9 CITY STAFF:

10 Manager Ray Alley, Finance Director Randy Sullivan and City Clerk Cher Reyes.

11 CONSENT AGENDA:

12 Claims/payment approve for January 10, 2014 through January 23, 2014.

13 Councilmember Cobb made a motion to approve the consent agenda. Councilmember

14 Tyler seconded and the motion carried unanimously.

15 NEW BUSINESS:

- 16 A. Vice-Mayor Haussman presented Ordinance 14-01 for its first reading captioned
17 as follows:

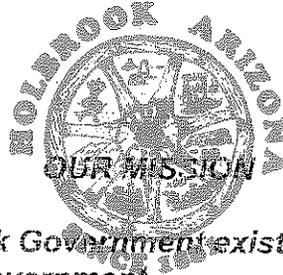
18 **AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF HOLBROOK, ARIZONA,**
19 **AUTHORIZING THE LEASE OF REAL PROPERTY OF THE CITY OF HOLBROOK:**
20 **NAMELY A PORTION OF PARCEL NUMBER 109-37-006A, MORE FULLY DESCRIBED IN**
21 **EXHIBIT "A" ATTACHED HERETO**
22

23 Manager Alley explained that Operation 29:11 currently leases a space from us for
24 distribution of food items at the old NPC Campus and they have asked to lease Building
25 B of the dormitories for meeting space and living quarters. Manager Alley stated that
26 we have not had any problems with them and recommended that lease. Vice-Mayor
27 Haussman asked what the length of the term would be. Manager Alley stated that it

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

CITY OF HOLBROOK

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



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

AGENDA

REGULAR CITY COUNCIL MEETING

DECEMBER 10, 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).
- 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 21, 2013 thru December 4, 2013: Documentation for claims is available *at City Hall*.
 - B. Minutes of the regular meeting held on November 26, 2013.
 - C. Minutes of the regular meeting held on October 8, 2013.

7) REPORTS:

Mayor:

Council Members:

**Manager:
Police Chief:**

8) OLD BUSINESS:

9) NEW BUSINESS:

- A. Discussion/possible action regarding revision to City Manager Alley's contract-Mayor Hill.
- B. Discussion/possible action regarding Chief of Police Mark Jackson's contract-Manager Alley.
- C. Discussion/possible action regarding allowing a police officer to take his vehicle to his residence in Joseph City-Police Chief Jackson.
- D. Discussion/possible action regarding McLaws Road Project-Manager Alley.
- E. Discussion/possible action regarding appointment of Board Member to the Holbrook Volunteer Fire Department Pension Board-Mayor Hill.

10) EXECUTIVE SESSION:

- A. Pursuant to 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.

11) POST EXECUTIVE SESSION:

12) 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.

Citizens may complete one Request to Speak "Public Comment" card per night and submit it to the City Clerk before or during the Council meeting. During this time, any member of the public may come forward and address the City Council on any issue within the jurisdiction of the Council. Public Comment time is reserved for citizen comments regarding non-agendized items. **Speakers are limited to 3 minutes per speaker to address the Council during "Public Comment" time.** Members of the City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01 (H), action taken as a result of public comment will be limited to directing City staff to study the matter, responding to any criticism, or scheduling the matter for further consideration and decision at a later date. Items on the agenda will not be heard or discussed in Call to the Public. Video or audio tapes or other overhead visual aids are not allowed during these public appearances. All speakers should begin their remarks by stating their name and address for the record.

13) CLAIMS/PAYMENT APPROVAL FOR WALT'S HARDWARE: \$ 569.32

14) ADJOURNMENT:

Dated this 3rd^{day} of December 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 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 10, 2013
4

5 CALL TO ORDER:

6 Mayor Hill called the meeting to order at 6:08 p.m.

7 ROLL CALL:

8 Mayor Jeff Hill, Councilmember's Myron Maxwell, Richard Peterson and Phil Cobb.

9 PLEDGE OF ALLEGIANCE/INVOCATION:

10 The pledge was led by Councilmember Cobb and the invocation was given by Mayor
11 Hill.

12 CITY STAFF:

13 City Manager Ray Alley, Finance Director Randall Sullivan, Police Chief Mark Jackson
14 and City Clerk Cher Reyes.

15 CONSENT AGENDA:

16 Claims approval for November 21, 2013 thru December 4, 2013, Minutes of the regular
17 meeting held on November 26, 2013 and minutes of the regular meeting held on
18 October 8, 2013. Councilmember Cobb made a motion to approve the consent
19 agenda. Councilmember Peterson seconded and the motion carried unanimously.

20 SUMMARY OF CURRENT EVENTS:

21 Mayor: Mayor Hill encouraged the public to visit the Historic Navajo County Museum
22 and see what they have to offer.

23 Council:

- 24 1. Councilmember Cobb thanked the Elks for hosting lunch with Santa and Clothe
25 a Child.

- 1 2. Councilmember Cobb reported that the Elks will host a Hoop Shoot on Saturday
- 2 and a Turkey Shoot.
- 3 3. Councilmember Cobb reported that the Annual Parade of Lights would be held
- 4 this weekend as well as the Parade Festival.
- 5 4. Councilmember Cobb reported that the HHS Swing Thing will host a Dinner
- 6 Show on Thursday.

7 Manager:

- 8 1. Manager Alley reported that Tractor Supply has picked up their building permit
- 9 and would like to begin work on December 23, 2013.
- 10 2. Manager Alley reported that a TESLA Charging Station is going in by Burger
- 11 King.
- 12 3. Manager Alley reported that the Streets Department is working on weeds in the
- 13 alleys and crack sealing.
- 14 4. Manager Alley reported that he hopes to tear down the Dominguez house next
- 15 week.

16 CALL TO THE AUDIENCE: (Items on the agenda)

17 OLD BUSINESS:

18 NEW BUSINESS:

19 Mayor Hill moved new business Item E to the beginning of new business.

20 E. Mayor Hill stated that he had been notified that the Mayor or the Mayor's designee
21 needs to serve on the Fireman's Pension Board. Mayor Hill made a motion to appoint
22 Councilmember Peterson to serve as his designee on the pension board.

23 Councilmember Cobb seconded and the motion carried unanimously.

1 A. Manager Alley stated that he would like a revision to his contract as follows:

2 6. Automobile Allowance. Manager may use a City vehicle, if available, for City-
3 related activities. If a City vehicle is not used for City-related activities, Manager **SHALL**
4 **RECEIVE FUEL IN THE AMOUNT NOT TO EXCEED 80 GALLONS PER MONTH** for
5 compensation for use the Manager's personal automobile and other expenses related to the duties
6 of the Manager.

7 Manager Alley stated that this will still save the City money as he uses his personal
8 vehicles to conduct City business including his backhoe and bucket truck. Manager
9 Alley stated that this will help alleviate the questions on fuel in personal vehicle as well
10 as he is limited to 80 gallons per month. Councilmember Maxwell made a motion to
11 approve the revision to the contract. Councilmember Peterson seconded and the
12 motion carried unanimously.

13 B. Manager Alley stated that the Chief of Police's contract needs to be renewed and the
14 only item that Chief Jackson asked be changed was his vacation leave. Manager Alley
15 stated that proposed change is a follows:

16 A. The City agrees to pay the Chief for services rendered under this Agreement a salary of
17 \$69,000 per annum effective July 1, 2013, payable in the same manner as other
18 employees of the City and in accordance with the City's payroll system. Upon a
19 satisfactory performance evaluation conducted by the City Manager, the City Manager
20 will have sole authority, with the consent of the City Council, to grant an increase in
21 salary in accordance with the pay range for the position. In addition, all other benefits
22 available under the City's personnel policy to other City employees are applicable to the
23 Chief, except that the Chief will receive one week advance sick leave and two week's
24 vacation time. Upon receiving advance sick leave and vacation time as stated herein, the
25 Chief shall accumulate vacation leave at the rate of **3 WEEKS PER YEAR**
26 **BEGINNING JANUARY 1, 2014**, and use vacation and sick leave in the same manner
27 as other employees, as set forth in the Personnel Rules and Regulations

28 Manager Alley stated that the Chief only asked for additional vacation time and no
29 increase in his salary. Councilmember Cobb made a motion to renew Chief Mark
30 Jackson's contract with the revision. Councilmember Maxwell seconded and the
31 motion carried unanimously.

1 C. Manager Alley stated that due to the shortage of officers at the Police Department
2 the Chief has asked if the officer who lives in Joseph City can take his patrol car home
3 so he can respond directly from there. Manager Alley stated that this will not be forever
4 but at least until new officers are in place. Mayor Hill made a motion to allow the Police
5 Officer to take home his patrol car as a onetime only thing for a time period not to
6 exceed 6 months. Councilmember Maxwell seconded and the motion carried
7 unanimously.

8 D. Manager Alley reported that the new cost estimates to complete McLaws Road are
9 coming in at 1.1 million for 1 mile of road. Manager Alley stated that anything over the
10 grant amount the City will have to pay so at this point he is not sure if the project will
11 happen.

12 EXECUTIVE SESSION:

13 POST EXECUTIVE SESSION:

14 CALL TO THE AUDIENCE:

15 CLAIMS/PAYMENT APPROVAL FOR WALT'S HARDWARE: \$569.32

16 Councilmember Cobb made a motion to approve the claims for Walt's Hardware in the
17 amount of \$569.32. Councilmember Peterson seconded and the motion carried
18 unanimously.

19 ADJOURNMENT:

20 There being no further business to come before the Council at this time Mayor Hill
21 adjourned the meeting by unanimous consent at 6:32 p.m.

22

1 I hereby certify that the foregoing minutes are a true and correct copy of the minutes of
2 the regular meeting of the Holbrook City Council held on the December 10, 2013. I
3 further certify that the meeting was duly called and held and that a quorum was present.

4
5
6

Cher Reyes, CMC, CPM, City Clerk

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, REV. LAWRENCE J. O'KEEFE declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Rev. Lawrence J. O'Keefe (Signature) PASTOR (Title/Position) 2/4/14 (Date) (928) 524-3261 (Phone #)

NOTARY PUBLIC
STATE OF ARIZONA
Navajo County
EMILY K GIRARD-WHEELER
My Commission Expires 07/02/2016
My Commission expires on 7/2/2016 (Date)

State of ARIZONA County of NAVAJO
The foregoing instrument was acknowledged before me this 3 February 2014
Day Month Year
Emily K Girard-Wheeler (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Carolyn Castillo declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Carolyn Castillo (Signature) State of ARIZONA County of NAVAJO
The foregoing instrument was acknowledged before me this 3 February 2014
Day Month Year

NOTARY PUBLIC
STATE OF ARIZONA
Navajo County
EMILY K GIRARD-WHEELER
My Commission Expires 07/02/2016
My Commission expires on 7/2/2016 (Date)

Emily K Girard-Wheeler (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ (Government Official) _____ (Title) hereby recommend this special event application on behalf of _____ (City, Town or County) _____ (Signature of OFFICIAL) _____ (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

APPROVED DISAPPROVED BY: _____

(Title) (Date)

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)

11. This organization has been issued a special event license for 0 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL
EVENT LIQUOR SALES.**

Name Our lady of Guadalupe catholic church 100%
Percentage

Address _____

Name _____
Percentage

Address _____

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

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

 # Police Fencing
3 # Security personnel Barriers

The area where the alcohol will be served is
a counter area with a tall counter all the way
around with only one way in.

16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO

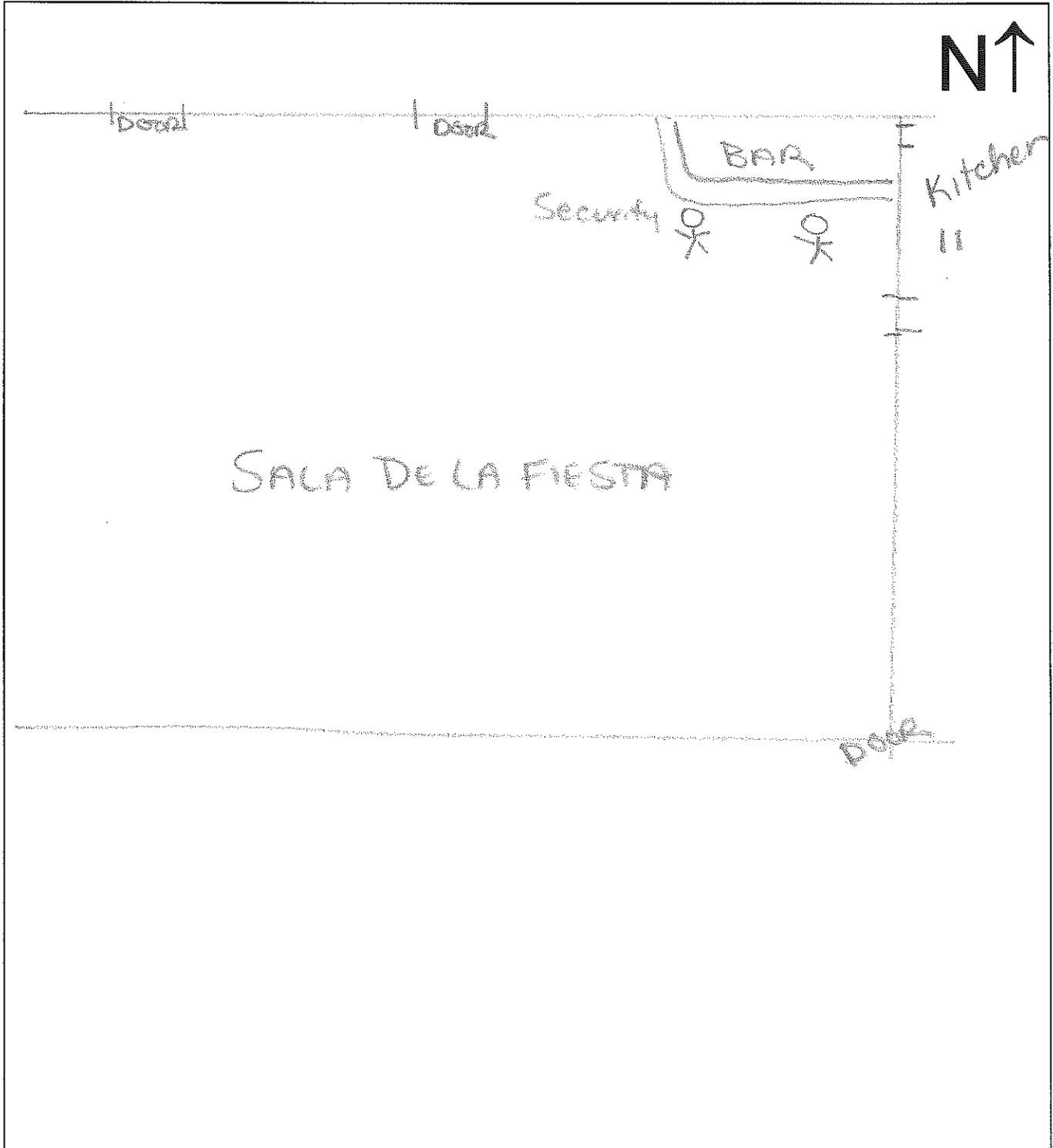
(ATTACH COPY OF AGREEMENT)

Name of Business () Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



SERIES: 15 SPECIAL EVENT LICENSE (Temporary)

Non-transferable

On-sale retail privileges

PURPOSE:

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county (where the special event is to take place) for approval or disapproval. Some local governing bodies may require approximately 60 days prior notice.

If the application is approved by the local authority, and the event meets the requirements for granting the license, the Director will issue a special event license to the qualifying organization.

Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.

The qualified organization must receive at least twenty-five percent (25 %) of the gross revenues of the special event liquor sales.

A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale; *except that*, in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.

AVERAGE APPROVAL TIME: One (1) to seven (7) days.

PERIOD OF ISSUANCE:

Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location or additional licenses will be required.

FEES: \$25.00 per day.

ARIZONA STATUTES AND REGULATIONS:

ARS 4-203.02, 4-244, 4-261; Rule R19-1-228, R19-1-235, R19-1-309.

Disabled individuals requiring special accommodations please call (602) 542-9027

ORDINANCE 14-01

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE
CITY OF HOLBROOK, ARIZONA, AUTHORIZING
THE LEASE OF REAL PROPERTY OF THE CITY OF HOLBROOK:
NAMELY A PORTION OF PARCEL NUMBER 109-37-006A, MORE FULLY
DESCRIBED IN EXHIBIT "A" ATTACHED HERETO.**

Recitals:

WHEREAS, the City of Holbrook owns property know as Parcel Number 109-37-006A more fully described in exhibit A; and

WHEREAS, Operation 29:11 is desirous of leasing the property for their business; and

WHEREAS, an ordinance is required by the Holbrook City Charter, section 7.05(f) to lease any real property.

ENACTMENTS

NOW, THEREFORE, be it ordained by the Mayor and Council of the City of Holbrook, Arizona, as follows:

SECTION 1. The property more fully described in Exhibit A will be leased to Operation 29:11 pursuant to a separate agreement to be executed between the parties.

SECTION 2. The City Manager is authorized to sign all documents necessary to effectuate the lease between Operation 29:11 and the City of Holbrook.

Passed and adopted by the Mayor and Council of the City of Holbrook, Arizona this _____ day of _____, 2014.

Jeff Hill, Mayor

ATTEST:

Cher Reyes, CMC, CPM, City Clerk

Approved as to Form:

Sterling T. Solomon, City Attorney

Exhibit A

Real property located at 999 Hermosa formerly known as the Eagle Heights Dormitory, Building B.

Operation 29:11

Restoring Hope... Changing Lives

December 17, 2013

Mr. Ray Alley
City Manager
465 First Avenue
Box 970
Holbrook, AZ 86025

Subject: Eagle Heights Dormitory Facility at 999 Hermosa Ave.

Dear Mr. Alley,

It has been brought to our attention that the dormitory facility known as "Eagle Heights" located at 999 Hermosa Ave. is available for use by a nonprofit organization. After extensive review of the facility Operation 29:11 is of the opinion we can rehabilitate the "B" unit and use it for office and living quarters for our teams working in the local area. The dormitory facility would be used in concert with the warehouse that we have been leasing at 993 Hermosa Ave. The "A" and "C" units would in our opinion require much more extensive rehabilitation that we are currently prepared to provide but they could be used for secure storage of supplies. We are prepared to maintain the grounds in accordance with the wishes of the city and our insurance carrier is prepared to include the necessary liability coverage required by the city.

Thank you for your consideration.

Sincerely,

Randal L. Williams

Randal L. Williams
Executive Director

LEASE

THIS LAND LEASE (this "Lease"), executed to be effective as of the 12th day of March 2014 (the "Effective Date"), is made and entered into by and between the CITY OF HOLBROOK, an Arizona municipal corporation ("Landlord"), and, OPERATION 29:11 an individual ("Tenant") (each, a "Party" and, collectively, the "Parties").

RECITALS:

A. Landlord is the fee owner of that certain improved real property in Holbrook, Arizona, being a portion of Navajo County Assessor's Parcel Number 109-37-006A (Eagle Heights Dormitory Building B) commonly known as (collectively, the "Premises").

B. Tenant desires to lease the Premises from Landlord, and Landlord desires to lease the Premises to Tenant, all in accordance with the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree and covenant as follows:

1. TERM; RENEWAL. The term of this Lease (the "Term") shall commence on the Effective Date and shall terminate on March 12, 2015 (the "Expiration Date"). After the one year term, lease shall be renewed in three year intervals with a thirty (30) day termination notice required by either party.

2. RENT. Rent shall be \$1.00 per year.

3. USE. Tenant shall use and occupy the Premises solely for the purpose of office space and living quarters and related uses (the "Permitted Uses"). Tenant shall not without Landlord's prior written consent use the Premises for any purpose other than the Permitted Uses. Tenant, at Tenant's sole cost, shall operate its business on the Premises in conformity with all applicable laws, regulations, ordinances and licensing requirements.

4. UTILITIES.

4.1 Tenant shall pay for all utilities.

5. MAINTENANCE, REPAIRS AND REPLACEMENTS.

5.1 Tenant's Obligation to Maintain. During the Term, Tenant, at Tenant's sole cost, shall keep and maintain the ground and keep it free of weed and debris. Tenant shall not cause any nuisance or cause or permit any waste or allow any trash to accumulate on or about the Premises.

5.2 Tenant's Obligation to Repair and Replace. During the Term, Tenant, at Tenant's sole cost, shall within a reasonable time make all necessary repairs and replacement of

all non-structural elements on the Premises provided, however, that Tenant shall not be entitled to construct or attach any permanent fixtures, buildings, structures or other permanent improvements on the Premises without the prior written consent of Landlord, which consent may be given or withheld in Landlord's sole discretion.

6. INSURANCE.

6.1 Liability Insurance. Tenant, at Tenant's sole cost, shall obtain and keep in force during the Term a policy of comprehensive liability insurance in the amount of one million dollars, insuring Tenant, and naming Landlord as an additional insured, against any liability arising out of Tenant's use or occupancy of the Premises. Such insurance shall be in an amount reasonable and customary for similar businesses in the Holbrook or Navajo County, Arizona, area.

6.2 Waiver of Subrogation. Each Party hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under it by way of subrogation or otherwise for the loss or damage to property or for injury to persons caused by any insured peril, provided, however, that this release and waiver shall be effective only in the event and to the extent of actual recovery or payment under the applicable insurance policy or policies.

6.3 Certificate. Within 15 days of the Effective Date, Tenant shall provide to Landlord a certified copy of the policy evidencing the coverage required hereby.

7. INDEMNITY. Except for Landlord's negligence or breach of this Lease, Tenant shall and does hereby agree to defend, indemnify and hold harmless Landlord for, from and against any and all claims arising from: (i) Tenant's use or occupancy of the Premises; (ii) the conduct of Tenant's Business; (iii) any activity, work or things done, permitted or suffered by Tenant on the Premises; (iv) any breach or default of this Lease by Tenant; and (v) all reasonable costs, attorneys' fees and expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

8. NO LIENS. If the Premises or Tenant's leasehold interest therein shall at any time during the Term, or any renewal thereof, become subject to any mechanics', laborers' or materialmen's liens based upon the furnishing of material or labor to Tenant with regard to the Premises and contracted for by Tenant, Tenant shall cause the same, at Tenant's sole cost and expense, to be discharged within 10 days after notice thereof, unless the lien is then being litigated in good faith by Tenant and, in such event, Tenant shall and does hereby agree to defend, indemnify and hold Landlord harmless from and against any such lien and bond the same if required by Landlord.

9. NO ASSIGNMENT. Tenant shall not assign this Lease or assign or sublease any interest it may have hereunder, or sublet the Premises, or any portion thereof, without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole

discretion. If Landlord consents to any assignment, any such assignment shall not release Tenant hereunder and Tenant shall remain jointly and severally liable with any assignee, all of whom shall be required, in writing, to expressly assume Tenant's obligations hereunder. Consent to an assignment shall not be a waiver of Tenant's obligation to obtain Landlord's consent to any other assignment.

10. DEFAULT. The occurrence of any one or more of the following events (a "Tenant Event of Default") shall constitute a material default and breach of this Lease by Tenant:

10.1 the vacating or abandonment of the Premises by Tenant for 10 or more consecutive days;

10.2 the failure by Tenant to make any payment of any payment required to be made by Tenant hereunder within 5 days of Tenant's receipt of a written demand therefore from Landlord;

10.3 the failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in Paragraph 13.2 above, where such failure shall continue for a period of 15 days after Tenant's receipt of written notice thereof from Landlord to Tenant; or

10.4 (i) the making by Tenant of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within 30 days of Tenant's receipt of notice thereof; (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 60 days of Tenant's receipt of notice thereof; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within 60 days of Tenant's receipt of notice thereof.

11. REMEDIES. In the event any Tenant Event of Default, Landlord may at any time thereafter, without limiting Landlord in the exercise of any other right or remedy which Landlord may have by reason of such default or breach:

11.1 choose not to re-enter but to hold Tenant responsible for all terms of this Lease subject to Landlord's mitigation obligations;

11.2 re-enter the Premises and terminate this Lease and hold Tenant responsible for all damages resulting from the breach of this Lease; and

11.3 any and all remedies at law or in equity.

12. INTEREST. In the event Tenant fails to fully and timely pay any sums due hereunder, Tenant agrees to pay interest thereon at the rate of 12% per annum from the date due until fully paid.

13. SUBORDINATION. This Lease shall be subject to and subordinate to the lien of any mortgage or deed of trust which now or hereafter may constitute a lien on the Premises held by a mortgagee, and to any agreements at any time made by Landlord, modifying, supplementing, extending or renewing any such first mortgage or first deed of trust. The provisions for the subordination of the Lease shall be self-operative and no further instrument shall be required to effect such subordination except that Tenant shall, upon at least 10 days' prior written request by the mortgagee at any time or times, execute and deliver any and all instruments that may be reasonable, necessary or proper to effect such subordination.

14. ESTOPPEL CERTIFICATES. Tenant, at any time and on at least 10 days' prior written notice by Landlord, shall execute, acknowledge and deliver to Landlord a written statement certifying that this Lease continues unmodified and in full force and effect (or if there have been modifications, that this Lease continues in full force and effect as modified and stating the modifications), and stating whether Landlord is in default in performing any covenants under this Lease, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by Landlord or any prospective purchaser or mortgagee of the fee or any assignee of any mortgage on the fee of the Premises.

15. ENTIRE AGREEMENT; MODIFICATION. This Lease contains the entire agreement between the Parties with regard to the subject matter hereof and entirely supersedes any prior agreement or discussion between the Parties. No term or provision hereof may be changed, waived, discharged or terminated unless the same shall be in writing executed by the Parties.

16. TIME OF THE ESSENCE. Time is of the essence of each and every provision of this Lease.

17. APPLICABLE LAW; JURISDICTION. This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Arizona without reference to conflict of laws principles. The Parties hereby submit to the sole jurisdiction of, and agree that proper venue shall be in, the Superior Court of Navajo County, Arizona (the "Court"), in regard to any matter arising under this Lease.

18. ATTORNEYS' FEES. In the event any suit is instituted by either Party against the other to enforce any right under this Lease, the successful Party, as determined by the Court, shall be entitled to recover as part of any judgment rendered therein its court costs and a reasonable sum for its attorneys' fees, which fees shall be determined by the Court.

19. AS IS/WHERE IS. Tenant is leasing the Premises "as is/where is."

20. NOTICES. All notices, demands and communication of any kind which may be or are required to be given by either party to the other under the terms of this Lease shall be in

writing and shall be deemed delivered upon receipt if delivered in person or by overnight delivery by a nationally recognized overnight courier service (e.g., FEDEX, UPS, DHL) or two (2) days after being deposited in the United States mail registered or certified, return receipt requested, postage prepaid, addressed as follows:

If to Landlord: City Manager
City of Holbrook
P.O. Box 970
Holbrook, Arizona 86025

If to Tenant: OPERATION 29:11
11792 Faun Lane
Garden Grove, CA 92841

Either party may change its address for purposes of this Lease by giving written notice of such change to the other party in the manner set forth above for the giving of notices.

21. COUNTERPARTS. This Lease may be executed in multiple counterparts and all counterpart originals together shall constitute the whole when assembled.

22. SIGNS. Landlord shall have the right to place "for lease" signs (or signs of similar meaning or import) on or about the Premises at any time during the Term and without notice to Tenant.

23. SURRENDER OF POSSESSION. Tenant, at Tenant's sole cost, shall deliver possession of the Premises to Landlord on or before the Expiration Date, broom clean and free and clear of all tenants and other occupants, with Tenant: (i) having removed all of Tenant's personal property from the Premises; and (ii) having repaired any damage to the Premises caused by Tenant's removal of any improvements or fixtures owned by Tenant.

24. SUCCESSORS. This Lease is binding upon and shall inure to the benefit of the Parties and their respective heirs, successors and assigns.

25. COMPLIANCE WITH IMMIGRATION LAWS. Tenant hereby warrants that Tenant, in connection with Tenant's Business, complies with: (i) all Federal Immigration laws and regulations that relate to Tenant's employees; and (ii) Arizona Revised Statutes § 23-214(A) concerning the e-verify program. Tenant acknowledges that, pursuant to Arizona Revised Statutes § 41-4401, a breach of the foregoing warranty is a material breach of this Lease subject to penalties up to and including termination of this Lease, and that Landlord retains the legal right to inspect the papers of any Tenant's employee who works on any of Tenant's obligations hereunder to ensure compliance with the foregoing warranty. Landlord will not consider Tenant or any of its subcontractors in material breach of the foregoing warranty if Tenant 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 Arizona Revised Statutes § 23-214(A).

26. BUSINESS OPERATIONS IN SUDAN AND IRAQ. Tenant hereby certifies to Landlord that:

- (i) Tenant does not have "scrutinized" business operations in Sudan, as that term is defined in Arizona Revised Statutes § 35-391; and
- (ii) Tenant does not have "scrutinized" business operations in Iran, as that term is defined in Arizona Revised Statutes § 35-393.

Tenant acknowledges that, in the event either of the certifications to Landlord by Tenant contained in this section is determined by Landlord to be false, the Landlord may terminate this Lease and exercise other remedies as provided by law, in accordance with Arizona Revised Statutes §§ 35-391.06 and 35-393.06.

27. CONFLICT OF INTEREST. Pursuant to the provisions of Arizona Revised Statutes § 38-511, the Landlord may cancel this Lease, without penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting or **creating** this Lease on behalf of the Landlord is, at any time while this Lease or any extension hereof is in effect, an employee of Tenant in any capacity or a consultant to Tenant with respect the subject matter of this Lease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date.

LANDLORD:

CITY OF HOLBROOK

Ray Alley, Manager

ATTEST:

Cher Reyes, City Clerk

APPROVED AS TO FORM

Sterling Solomon
City Attorney

TENANT:

Randal L. Williams, Executive Director

ORDINANCE NO. 14-02

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF HOLBROOK, ARIZONA, AMENDING THE CITY CODE, CHAPTER 1, BOARDS AND COMMISSIONS, 1-6-1 (A) ESTABLISHMENT AND 1-6-1 (B) TERMS OF OFFICE; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEAL AND SEVERABILITY.

from ti

WHEREAS, the A.R.S. §9-461 *et. seq.* provides for the establishment and amendment of planning & zoning regulations within municipalities of the state of Arizona; and,

WHEREAS, the Holbrook City Code may be amended from time to time pursuant to Section 1-1-3 of the Holbrook City Code; and

WHEREAS, the Mayor and City Council of the City of Holbrook have considered the difficulties related to maintaining seven (7) members on the Planning and Zoning Commission;

WHEREAS, the Mayor and City Council of the City of Holbrook have considered the terms of Office for Planning and Zoning Commission members; and

WHEREAS, it has been determined that the number of members on the Planning and Zoning Commission should be revised and that the length of their respective terms should be revised.

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

ARTICLE 1-6 BOARDS AND COMMISSIONS

- 1-6-1 Planning and Zoning Commission
- 1-6-2 Historic Preservation Commission

1-6-1 Planning and Zoning Commission

- A. Establishment: There is hereby created a Planning and Zoning Commission composed of seven **FIVE (5)** members to be appointed by the Mayor after official notice and with the consent of the Council.

- B. Terms of Office: Members of the Planning and Zoning Commission shall be appointed to staggered, four year terms those office terms begin and expire on October 15 **ANNUALLY**. To provide continuity on the board, the first appointments shall be as follows: 1 member for a 1 year term, 2 members for a 2 year term; 2 members for a 3 year term ~~AND 2 MEMBERS FOR A 4 YEAR TERM.~~ Thereafter, all appointments shall be for 4 year terms. Vacancies occurring other than through expiration of the term may be filled for the unexpired portion of the term, or as deemed appropriate by council.

Section 3. EFFECTIVE DATE

The effective date of this ordinance is _____, 2014.

Section 4. 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 5. 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 _____, 2014.

Jeff Hill, Mayor

ATTEST

APPROVED AS TO FORM:

Cher Reyes, CMC, CPM, City Clerk

City Attorney