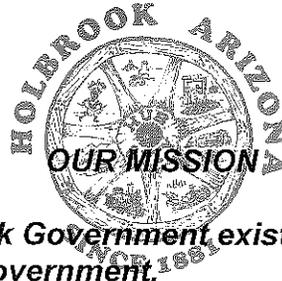


465 First Avenue
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CITY OF HOLBROOK

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

AGENDA

REGULAR CITY COUNCIL MEETING

FEBRUARY 28, 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 February 9, 2012 thru February 22, 2012: Documentation for claims is available at City Hall. (Pg 3)
 - B. Minutes of the regular meeting held on February 14, 2012 (Pg 16)
 - C. Minutes of the work session held on February 14, 2012. (Pg 24)
- 7) CLAIMS/PAYMENT APPROVAL FOR WALT'S HARDWARE \$ NONE
- 8) REPORTS:
Mayor:
Council Members:
Manager:

9) OLD BUSINESS:

10) NEW BUSINESS:

- A. Resolution 12-01, supporting the White Mountain Apache Tribe's efforts to fund the necessary equipment upgrades at Sunrise Park Resort. (Pg 27)
- B. Discussion/possible action regarding lease agreement with Global Resources for office space located at 410 E. Iowa-Manager Alley. (Pg 28)
- C. Discussion/possible action regarding appointment of Charter Review Committee-City Clerk Reyes. (Pg 35)
- D. Discussion/possible action regarding bid results for Landfill services-Manager Alley. (Pg 36)

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 21st day of February 2012.



Cher Reyes, CMG, 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 WALT'S
HARDWARE**

02/09/2012 THRU 02/22/2012

TOTAL **\$46,641.17**

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
2/9/2012												
QUALITY READY MIX-CEMEX				9955								
9423086682	1	Inv	CONCRETE		02/07/2012	895.98	8	02/22/2012	8.24			2/12
					02/15/2012		No				007-087-5026	
9423086679	1	Inv	CONCRETE		02/02/2012	1,215.98	8	02/17/2012	11.18			2/12
					02/15/2012		No				007-087-5048	
9423086681	1	Inv	CONCRETE		02/03/2012	277.50	8	02/18/2012	2.54			2/12
					02/15/2012		No				007-087-5026	
Total 9955						<u>2,389.46</u>						
MOHAVE ENVIRONMENTAL LAB				8270								
57462	1	Inv	TESTING		01/04/2012	160.00	0		.00			2/12
					02/29/2012		No				002-091-5041	
AUTO SAFETY HOUSE				1571								
3220370030	1	Inv	PARTS/REPAIRS		02/06/2012	31.19	2		.00			2/12
					02/29/2012		No				002-191-5072	
PRIORITY MAILING SYSTEMS				21809								
INV215296	1	Inv	POSTAGE		01/30/2012	20.93	0		.00			2/12
					02/29/2012		No				001-004-5042	
QUILL OFFICE PRODUCTS				9990								
9893892	1	Inv	SUPPLIES		02/02/2012	75.28	0		.00			2/12
					02/29/2012		No				001-031-5021	
CHOLLA READY MIX, INC.				3310								
15809	1	Inv	CONCRETE		02/08/2012	1,170.07	0		.00			2/12
					02/15/2012		No				007-087-5026	
Total 2/9/2012						<u>3,846.93</u>						

02/09/2012 GL Period Summary

GL Period	Amount
2/12	3,846.93
	<u>3,846.93</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
2/10/2012												
DIXON, TIM												
12302011	1	Inv	MILEAGE	4380	12/30/2011 02/10/2012	695.64	0 No		.00		027-056-5072	2/12
Total 2/10/2012						<u>695.64</u>						

02/10/2012 GL Period Summary

GL Period	Amount
2/12	<u>695.64</u>
	<u><u>695.64</u></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
2/13/2012												
UNISOURCE ENERGY SERVICES				3380								
02082012	1	Inv	UTILITIES		02/08/2012	353.00	0		.00			2/12
					02/15/2012		No			001-050-5048		
02082012	2	Inv	UTILITIES		02/08/2012	612.27	0		.00			2/12
					02/15/2012		No			001-060-5048		
02082012	3	Inv	UTILITIES		02/08/2012	39.38	0		.00			2/12
					02/15/2012		No			001-084-5048		
02082012	4	Inv	UTILITIES		02/08/2012	149.13	0		.00			2/12
					02/15/2012		No			001-093-5048		
02082012	5	Inv	UTILITIES		02/08/2012	173.27	0		.00			2/12
					02/15/2012		No			002-092-5048		
02082012	6	Inv	UTILITIES		02/08/2012	173.27	0		.00			2/12
					02/15/2012		No			002-091-5048		
02082012	7	Inv	UTILITIES		02/08/2012	178.42	0		.00			2/12
					02/15/2012		No			001-093-5048		
02082012	8	Inv	UTILITIES		02/08/2012	147.03	0		.00			2/12
					02/15/2012		No			001-085-5048		
02082012	9	Inv	UTILITIES		02/08/2012	220.76	0		.00			2/12
					02/15/2012		No			007-087-5048		
Total 02082012						2,046.53						
Total 3380						2,046.53						
HOME DEPOT				6310								
02102012	1	Inv	SUPPLIES		02/10/2012	650.48	2		.00			2/12
					02/15/2012		No			001-031-5026		
COPPERSTATE BOLT & NUT				3750								
S00083677	1	Inv	SUPPLIES		02/10/2012	13.47	0		.00			2/12
					02/29/2012		No			002-090-5024		
S00083502	1	Inv	SUPPLIES		02/10/2012	492.49	0		.00			2/12
					02/29/2012		No			001-085-5071		
Total 3750						505.96						
FUTURE TIRE, INC.				5241								
W23069	1	Inv	TIRES		02/10/2012	583.64	2		.00			2/12
					02/29/2012		No			007-087-5024		
W23060	1	Inv	REPAIRS		02/09/2012	15.00	0	02/29/2012	.00			2/12
					02/29/2012		No			002-090-5024		
Total 5241						598.64						
QUALITY READY MIX-CEMEX				9955								
9423100457	1	Inv	CONCRETE		02/09/2012	468.75	8	02/24/2012	4.31			2/12
					02/15/2012		No			007-087-5026		
UNIQUE MANAGEMENT SERVICES INC				21441								
218424	1	Inv	COLLECTIONS		02/01/2012	26.85	0		.00			2/12
					02/29/2012		No			001-000-4720		
SAM'S CLUB 6604				10530								
02122012	1	Inv	SUPPLIES		02/12/2012	111.27	0		.00			2/12

Vendor Name		Vendor No		Inv Date	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								
				02/15/2012		No			001-020-5021		
O'REILLY AUTO PARTS			21622								
2652-158763	1 Inv	PARTS		02/09/2012	6.48	0		.00			2/12
				02/29/2012		No			001-004-5024		
2652-158738	1 Inv	PARTS		02/09/2012	7.54	0		.00			2/12
				02/29/2012		No			001-004-5024		
2652-158802	1 Inv	PARTS		02/09/2012	88.38	0		.00			2/12
				02/29/2012		No			001-004-5024		
2652-158362	1 Inv	PARTS		02/06/2012	214.68	0		.00			2/12
				02/29/2012		No			001-050-5024		
Total 21622					317.08						
WALT'S HARDWARE			9700								
099835	1 Inv	JANITORIAL CONTRACT		02/10/2012	142.75	0		.00			2/12
				02/15/2012		No			001-014-5021		
099835	2 Inv	SUPPLIES		02/10/2012	145.65	0		.00			2/12
				02/15/2012		No			001-031-5021		
099835	3 Inv	SUPPLIES		02/10/2012	11.19	0		.00			2/12
				02/15/2012		No			001-050-5021		
099835	4 Inv	SUPPLIES		02/10/2012	11.19	0		.00			2/12
				02/15/2012		No			001-004-5021		
Total 099835					310.78						
Total 9700					310.78						
Total 2/13/2012					5,036.34						

02/13/2012 GL Period Summary

GL Period	Amount
2/12	5,036.34
	<u>5,036.34</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
2/14/2012												
RODRIGUEZ, THERESA ANN			21824									
613	1	Inv	REFUND CEMETERY PLO		02/14/2012	300.00	0		.00			2/12
					02/15/2012		No			001-000-4723		
Total 2/14/2012						300.00						

02/14/2012 GL Period Summary

GL Period	Amount
2/12	300.00
	300.00

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
2/15/2012												
SMARTWORKSPPLUS, INC.			21532									
16	1	Inv	CONTRACT SERVICES		02/15/2012	.00	0		.00			2/12 Y
					02/15/2012		No			002-091-5049		
16	2	Inv	CONTRACT SERVICES		02/15/2012	2,537.98	0		.00			2/12 Y
					02/15/2012		No			001-050-5049		
16	3	Inv	CONTRACT SERVICES		02/15/2012	3,001.90	0		.00			2/12 Y
					02/15/2012		No			001-040-5049		
16	4	Inv	COTNRACT SERVICES		02/15/2012	2,719.72	0		.00			2/12 Y
					02/15/2012		No			001-005-5049		
Total 16						8,259.60						
Total 21532						8,259.60						
E-470 PUBLIC HWY AUTHORITY			21798									
1131693841	1	Inv	TOLL ROAD FEES		02/06/2012	5.00	0		.00			2/12
					02/15/2012		No			001-050-5045		
BANANA JONS			2177									
11-6256	1	Inv	RENTAL/MAINT		02/10/2012	272.00	2		.00			2/12
					02/15/2012		No			001-031-5047		
HOLBROOK TRIBUNE NEWS			6240									
BRARY 2012	1	Inv	SUBSCRIPTION		01/15/2012	33.00	0		.00			2/12
					02/15/2012		No			001-020-5044		
UNISOURCE ENERGY SERVICES			3380									
02092012	1	Inv	UTILITIES		02/09/2012	193.08	0		.00			2/12
					02/15/2012		No			002-091-5048		
02102012	1	Inv	UTILITIES		02/10/2012	572.55	0		.00			2/12
					02/15/2012		No			001-060-5048		
Total 3380						765.63						
PATRICK & CO			9330									
847130	1	Inv	TAGS		02/03/2012	106.00	0		.00			2/12
					02/29/2012		No			001-050-5026		
R&R PRODUCTS			10030									
CD1525134	1	Inv	SUPPLIES		02/09/2012	309.71	0		.00			2/12
					02/29/2012		No			001-040-5026		
AMERIGAS - HOLBROOK			920									
051-326319A	1	Inv	UTILITIES		02/08/2012	232.92	2		.00			2/12
					02/15/2012		No			001-040-5048		
HOLBROOK FEED & SEED			6150									
71528	1	Inv	SUPPLIES		02/14/2012	43.93	0		.00			2/12
					02/29/2012		No			001-084-5026		
QUILL OFFICE PRODUCTS			9990									
9923480	1	Inv	SUPPLIES		02/03/2012	43.90	0		.00			2/12
					02/29/2012		No			001-040-5021		

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
CASTILLO, CHRISTOPHER						21564										
172102	1	Inv	DEPOSIT REFUND			02/13/2012	58.87	0				.00				2/12
						02/15/2012		No						002-0002520		
RICHARDS, MARISSA RACHEL						21825										
12802	1	Inv	REFUND DEPOSIT			02/08/2012	132.50	0				.00				2/12
						02/15/2012		No						002-0002520		
BRADCO						2590										
174550	2	Inv	FUEL			01/31/2012	5,594.29	0				.00				2/12
						02/01/2012		No						007-087-5027		
174550	3	Inv	FUEL			01/31/2012	80.03	0				.00				2/12
						02/01/2012		No						001-004-5027		
174550	4	Inv	FUEL			01/31/2012	42.44	0				.00				2/12
						02/01/2012		No						001-005-5027		
174550	5	Inv	FUEL			01/31/2012	633.68	0				.00				2/12
						02/01/2012		No						001-031-5027		
174550	6	Inv	FUEL			01/31/2012	109.07	0				.00				2/12
						02/01/2012		No						001-040-5027		
174550	7	Inv	FUEL			01/31/2012	3,504.25	0				.00				2/12
						02/01/2012		No						001-050-5027		
174550	8	Inv	FUEL			01/31/2012	535.44	0				.00				2/12
						02/01/2012		No						001-084-5027		
174550	9	Inv	FUEL			01/31/2012	452.98	0				.00				2/12
						02/01/2012		No						001-085-5027		
174550	10	Inv	FUEL			01/31/2012	2,588.16	0				.00				2/12
						02/01/2012		No						007-087-5027		
174550	11	Inv	FUEL			01/31/2012	2,515.53	0				.00				2/12
						02/01/2012		No						002-090-5027		
174550	12	Inv	FUEL			01/31/2012	1,943.22	0				.00				2/12
						02/01/2012		No						002-091-5027		
174550	13	Inv	FUEL			01/31/2012	142.63	0				.00				2/12
						02/01/2012		No						002-092-5027		
Total 174550							6,953.14									
173921	2	Inv	FUEL			01/15/2012	6,953.14	0				.00				2/12
						01/25/2012		No						007-087-5027		
Total 2590							.00									
Total 2/15/2012							10,263.06									

02/15/2012 GL Period Summary

GL Period	Amount
2/12	10,263.06
	<u>10,263.06</u>

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
2/16/2012												
WELLS FARGO REMITTANCE CENTER			20946									
02032012	1	Inv	EQUIPMENT		02/03/2012	1,420.25	0		.00			2/12
					02/22/2012		No				001-031-5071	
Total 2/16/2012						1,420.25						

02/16/2012 GL Period Summary

GL Period	Amount
2/12	1,420.25
	1,420.25

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
2/21/2012												
16557	1	Inv	SUPP3		02/01/2012 02/22/2012	2,397.57	0 No		.00		002-191-5072	2/12
Total 20946						2,397.57						
ALLEY, RAY 645												
02162012	1	Inv	TILE		02/16/2012 02/23/2012	593.89	2 No		.00		001-031-5026	2/12
INGRAM 6620												
03404647	1	Inv	BOOKS		02/09/2012 03/14/2012	263.12	0 No		.00		001-020-5026	2/12
03417987	1	Inv	BOOKS		02/10/2012 03/14/2012	71.64	0 No		.00		001-020-5026	2/12
Total 6620						334.76						
JAMES, VICKIE 20833												
02212012	1	Inv	PER DIEM		02/21/2012 02/22/2012	200.56	0 No		.00		001-004-5045	2/12
BROWN & BROWN LAW OFFICE 2690												
25394	1	Inv	PROFESSIONAL SERVICE		02/18/2012 02/22/2012	2,007.76	0 Yes		.00		002-091-5041	2/12
HIRERIGHT SOLUTIONS INC 21409												
02102012	1	Inv	PROFESSIONAL SERVICE		02/10/2012 02/22/2012	252.00	0 No		.00		001-004-5049	2/12
AVESIS THIRD PARTY ADMIN INC 21412												
02212012	1	Inv	INSURANCE PREMIUM		02/21/2012 02/22/2012	439.38	0 No		.00		099-0002524	2/12
FRONTIER COMM TELE 3350												
02152012	1	Inv	UTILITIES		02/15/2012 02/22/2012	56.36	0 No		.00		001-050-5048	2/12
02152012	2	Inv	UTILITIES		02/15/2012 02/22/2012	292.54	0 No		.00		001-014-5048	2/12
Total 02152012						348.90						
Total 3350						348.90						
A.P.S. 70												
02152012	1	Inv	UTILITIES		02/15/2012 02/22/2012	3,055.33	0 No		.00		007-087-5048	2/12
BRIMHALL SAND AND ROCK 2660												
32407	1	Inv	AB		02/09/2012 02/22/2012	2,080.87	0 No		.00		007-087-5026	2/12
HOLBROOK TRIBUNE NEWS 6240												
119180	1	Inv	ADVERTISEMENT		02/15/2012 03/14/2012	17.33	0 No		.00		002-090-5044	2/12

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
AMERIGAS - HOLBROOK			920								
051-326438A	1	Inv UTILITIES		02/15/2012 02/22/2012	190.81	2 No		.00		001-040-5048	2/12
JACK'S MUSTANG			10250								
18634	1	Inv PROPANE		02/15/2012 03/14/2012	24.23	0 No		.00		002-090-5027	2/12
HOME DEPOT			6310								
02182012	1	Inv SUPPLIES		02/18/2012 02/25/2012	181.68	2 No		.00		001-031-5026	2/12
CARQUEST AUTO PARTS			2440								
02152012	1	Inv PARTS		02/15/2012 02/29/2012	14.96	0 No		.00		001-050-5024	2/12
02152012	2	Inv PARTS		02/15/2012 02/29/2012	242.28	0 No		.00		002-091-5024	2/12
02152012	3	Inv PARTS		02/15/2012 02/29/2012	361.56	0 No		.00		007-087-5024	2/12
02152012	4	Inv PARTS		02/15/2012 02/29/2012	6.37	0 No		.00		001-031-5024	2/12
02152012	5	Inv PARTS		02/15/2012 02/29/2012	61.84	0 No		.00		001-040-5026	2/12
02152012	6	Inv PARTS		02/15/2012 02/29/2012	3.13	0 No		.00		001-084-5026	2/12
02152012	7	Inv PARTS		02/15/2012 02/29/2012	2.19	0 No		.00		002-092-5024	2/12
02152012	8	Inv PARTS		02/15/2012 02/29/2012	77.15	0 No		.00		002-092-5026	2/12
Total 02152012					769.48						
Total 2440					769.48						
REYES, CHERYL RAYE			3290								
02212012	1	Inv CAFETERAI		02/21/2012 02/22/2012	16.54	0 No		.00		099-0002522	2/12
Total 2/21/2012					12,911.09						

02/21/2012 GL Period Summary

GL Period	Amount
2/12	12,911.09
	<u>12,911.09</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
2/22/2012											
CARQUEST AUTO PARTS			2440								
02152012	9	Inv PARTS		02/15/2012	102.58	0		.00			2/12
				02/29/2012		No			002-092-5026		
02152012	10	Inv PARTS		02/15/2012	10.56	0		.00			2/12
				02/29/2012		No			007-087-5024		
02152012	11	Inv PARTS		02/15/2012	27.18	0		.00			2/12
				02/29/2012		No			001-050-5024		
Total 02152012					140.32						
Total 2440					140.32						
FUTURE TIRE, INC.			5241								
W23093	1	Inv PARTS		02/14/2012	4.40	2		.00			2/12
				03/14/2012		No			002-090-5024		
COPPERSTATE BOLT & NUT			3750								
I00086994	1	Inv SUPPLIES		02/16/2012	158.03	0		.00			2/12
				02/29/2012		No			002-091-5024		
JACK'S MUSTANG			10250								
18156	1	Inv PROPANE		01/04/2011	24.83	0		.00			2/12
				02/29/2012		No			002-090-5027		
QUILL OFFICE PRODUCTS			9990								
1061644	1	Inv SUPPLIES		02/09/2012	39.95	0		.00			2/12
				03/14/2012		No			001-001-5021		
BRIMHALL SAND AND ROCK			2660								
32374	1	Inv AB		01/30/2012	1,359.63	0		.00			2/12
				02/23/2012		No			007-087-5026		
BRADCO			2590								
175123	1	Inv FUEL		02/15/2012	7,015.82	0		.00			2/12
				02/23/2012		No			007-087-5027		
FREIGHTLINER ARIZONA, LTD.			5213								
I03028091:01	1	Inv PARTS		02/14/2012	190.44	2		.00			2/12
				03/14/2012		No			007-087-5024		
T & J BODY SHOP			11630								
01092012	1	Inv REPAIRS		01/09/2012	978.68	0		.00			2/12
				02/23/2012		No			001-050-5024		
O'REILLY AUTO PARTS			21622								
2652-159677	1	Inv PARTS		02/16/2012	5.95	0		.00			2/12
				03/14/2012		No			001-050-5024		
2652-159630	1	Inv PARTS		02/15/2012	21.69	0		.00			2/12
				03/14/2012		No			001-050-5024		
2652-159554	1	Inv PARTS		02/15/2012	34.41	0		.00			2/12
				03/14/2012		No			002-091-5024		
2652-159449	1	Inv PARTS		02/14/2012	86.40	0		.00			2/12
				03/14/2012		No			007-087-5024		
2652-159568	1	Inv PARTS		02/15/2012	7.78	0		.00			2/12

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
2652-159511	1	Inv	PARTS	03/14/2012 02/14/2012 03/14/2012	29.72	No 0 No		.00		002-090-5024 002-091-5024	2/12
Total 21622					2.41	-					
HAGERTY, RAE L. 21826											
174510	1	Inv	DEPOSIT REFUND	02/22/2012 03/14/2012	40.77	0 No		.00		002-0002520	2/12
PRECISION ELECTRIC 21262											
1-063325	1	Inv	PUMP	02/15/2012 03/14/2012	2,217.40	0 No		.00		002-091-5071	2/12
Total 2/22/2012					12,167.86						

02/22/2012 GL Period Summary

GL Period	Amount
2/12	12,167.86
	12,167.86
Grand Total:	46,641.17

Report GL Period Summary

GL Period	Amount
2/12	46,641.17
	46,641.17

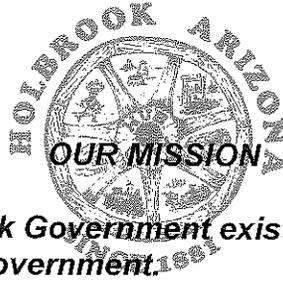
Vendor Number Hash: 794536
 Vendor Number Hash - Split: 969072
 Total Number of Invoices: 74
 Total Number of Transactions: 109

TC	Terms Description	Invoice Amt	Discount Amt	Net Inv Amt
0	Open Terms	40,851.51	.00	40,851.51
2	NET 7	2,931.45	.00	2,931.45
8	1% 15TH, NET 30TH	2,858.21	26.27	2,831.94
		46,641.17	26.27	46,614.90

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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

FEBRUARY 14, 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 January 19, 2012 thru February 8, 2012: Documentation for claims is available at City Hall. (Pg 3)
- B. Minutes of the regular meeting held on January 24, 2012 (Pg 42)
- C. Recommendation of approval of application for Bingo License for American Legion Post #37 Women's Auxiliary. (Pg 49)

7) CLAIMS/PAYMENT APPROVAL FOR WALT'S HARDWARE \$ 2516.76(Pg 62)

8) REPORTS:

Mayor:
Council Members:
Manager:

9) OLD BUSINESS:

10) NEW BUSINESS:

- A. Discussion/possible action regarding requests for proposals for lease of City facility located at 410 E. Iowa-Manager Alley. (Pg 67)
- B. Discussion/possible action regarding agreement with Kelly Young for Massage Therapy at the Holbrook Community Building-Manager Alley. (Pg 70)
- C. Discussion/possible action regarding request for letter of support of payroll tax credit-City Clerk Reyes. (Pg 72)
- D. Discussion/possible action regarding updating the range and job classification worksheet of the City of Holbrook Classification and Compensation Plan-Manager Alley. (Pg 78)

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 7th day of February 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 FEBRUARY 14, 2012
4

5 CALL TO ORDER:
6

7 Mayor Hill called the meeting to order at 6:08 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 Carlisle was absent and
11 excused.

12 PLEDGE OF ALLEGIANCE/INVOCATION:

13 Vice-Mayor Haussman led the pledge of allegiance and Finance Director Sullivan gave
14 the invocation.

15 CITY STAFF:

16 City Manager Ray Alley, Finance Director Randall Sullivan, Chief of Police Mark
17 Jackson and City Clerk Cher Reyes.

18 CEREMONIALS/ANNOUNCEMENTS/PRESENTATION:

19 PETITIONS FROM THE PUBLIC:

20 CONSENT AGENDA

21 Councilmember Cobb made a motion to approve the items on the consent agenda.

- 22 A. Claims/payment approval for January 19, 2012 thru February 8, 2012.
23 B. Minutes of the regular meeting held on January 24, 2012.
24 C. Recommendation of approval of application for Bingo License for American
25 Legion Post #37 Women's Auxiliary.

26 Councilmember Tyler seconded and the motion carried unanimously.

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CLAIMS/PAYMENT APPROVAL FOR: Walt's Hardware:

Mayor Hill and Councilmember Carlisle recused themselves from this item as they are the owners of Walt's Hardware. Councilmember Peterson made a motion to approve the claims for Walt's Hardware in the amount of \$2516.76. Councilmember Tyler seconded and the motion carried unanimously.

SUMMARY OF CURRENT EVENTS:

Mayor:

1. Mayor Hill reported that he is still working in Phoenix.
2. Mayor Hill reported that he had attended the Hashknife arrival into Scottsdale and to kick off the Arizona State Centennial Celebration. Mayor Hill offered a special thanks to Captain Mark Reynolds for all his work and dedication to the Posse.
3. Mayor Hill reported that he did not have any update on the proposed alcohol legislation.

Councilmembers:

Manager's Report:

1. Chief Jackson gave an update on the alcohol legislation stating that the bill is still alive and they are getting behavioral health involved regarding the 72 hour hold portion of the proposed legislation.
2. Manager Alley reported that the well house has been completed and the electrical was delivered today and he hopes to install tomorrow. Manager Alley reported that the well should be on line within a week.
3. Manager Alley reported that curb and gutter on 12th Avenue is being replaced.

- 1 4. Manager Alley reported that Staff will hold a budget work session after the 1st
2 meeting in March.
- 3 5. Manager Alley reported that Staff is working on Swimming Pool replacing
4 showers and tile in bathrooms.
- 5 6. Manager Alley reported that the sewer re-mapping is $\frac{3}{4}$ complete and that the
6 remapping is a more intense study than what was done originally.
- 7 7. Manager Alley reported that ADOT will be paving from Fuel Express to the West
8 traffic interchange around April 2. Manager Alley reported that Hopi will be
9 paved in June.
- 10 8. Manager Alley reported that Vickie James and he had met with Thomas Doyle
11 from the Department of Commerce regarding potential clients.
- 12 9. Manager Alley reported that Staff is working with 2 developers on new
13 subdivision plats for housing.

14 OLD BUSINESS:

15 NEW BUSINESS:

- 16 A. Manager Alley presented requests for proposals for lease of a City
17 owned facility at 410 E. Iowa. Manager Alley stated that Global
18 Resources had approached him stating that they needed an office
19 space to rent and he had determined that the City could rent the
20 cemetery shop. Manager Alley stated that the RFP was published and
21 Global Resources was the only company that responded and that they
22 are offering \$1000.00 per month for rent and they will pay all utilities.
23 Councilmember Carlisle made a motion to accept the proposal and

1 instructed Staff to bring lease agreement back at next Council meeting
2 for approval. Councilmember Cobb seconded and the motion carried
3 unanimously.

4 B. City Clerk Reyes asked the Council to enter into an agreement with Kelly
5 Young for use of the Community Building for Stress Therapy. City Clerk
6 Reyes stated that the agreement is the same as the Massage Therapy
7 agreement at the Fitness Center and that payment will be \$5.00 per
8 hour of use. City Clerk Reyes stated that the space will be the old
9 kitchen which will be cleaned out by City. Manager Alley stated that he
10 had enough remaining flooring to complete the kitchen area and that
11 items will be removed and replaced to clean up the kitchen area.
12 Councilmember Carlisle made a motion to renew the agreement with
13 Kelly Young for use of the Community Building. Councilmember Cobb
14 seconded and the motion carried unanimously.

15 C. City Clerk Reyes informed the Council that she had been contacted by
16 Ms. Millemon seeking Council's support of the Payroll tax credit for wind
17 farms. City Clerk Reyes stated that she had placed the information on
18 the agenda for the Council to review and determine if it was something
19 they were in support of. Ms. Reyes stated that there were two sample
20 letters attached. Councilmember Cobb stated that he believed this was
21 a Federal Tax credit for middle class and low income individuals that
22 would be very detrimental if the credit was removed. Councilmember
23 Peterson stated that tax was a reduction of Social Security but this item

1 actually pertains to wind farms. Councilmember Carlisle stated that it
2 pertains to Energy items which are in the first 10 years of operation.
3 Councilmember Carlisle stated that he was not necessary in favor of
4 this. Vice-Mayor Haussman stated that he had questions regarding this
5 item and would like to hear both sides before getting involved. Mayor
6 Hill stated that believes the wind farms are owned by foreign companies
7 and they should not be entitled to a federal tax credit. After further
8 discussion, Council determined not to do anything with this item until
9 further contact is made from Ms. Millemon. City Clerk Reyes was
10 instructed to contact her and see if she would like to attend a future
11 Council meeting to clarify their position.

12 D. Manager Alley stated that he wanted to purpose this change to the
13 Council before the budget process at which it will be discussed further.
14 Manager Alley stated that Staff is looking at some type of increase which
15 will affect the entire plan as most people are already at maximum salary
16 range and there is no room for incentives. Manager Alley stated that a
17 10% change is what he is recommending so that pay raises can be
18 given. Manager Alley stated that this does not mean that any one will
19 receive 10% but that this will just raise the top range to allow for any
20 raise. Councilmember Carlisle stated that the Classification and
21 Compensation Plan was to be reviewed and it hasn't been done since
22 he has been on Council. Finance Director Sullivan stated that he does
23 not believe the plan has been reviewed or revised since 2004 other than

1 minor changes and additions. Finance Director Sullivan stated that the
2 pay range will have to be revised before any type of raises could be
3 looked at. Manager Alley stated that Finance Director Sullivan has
4 prepared a new worksheet with new range and hourly wage. Manager
5 Alley stated that Staff may be coming back later with changes in the
6 Police salaries and it could all be done at once if Council wanted as
7 there was no pressing issues. Manager Alley stated that this can be
8 done during the budget process. Councilmember Maxwell stated that he
9 would support something like this. Council determined to work on this
10 during budget session.

11 EXECUTIVE SESSION:

12 POST EXECUTIVE SESSION:

13 CALL TO THE AUDIENCE:

14 ADJOURNMENT:

15 There being no further business to come before the Council at this time, adjourned the
16 meeting by unanimous consent at 6:46 p.m.

17

18

Jeff Hill, Mayor

19

CERTIFICATION:

20 I hereby certify that the foregoing minutes are a true and correct copy of the minutes of
21 the regular meeting of the Holbrook City Council held on the February 14, 2012. I
22 further certify that the meeting was duly called and held and that a quorum was present.

23

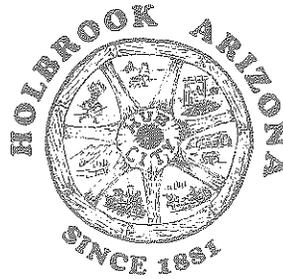
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Cher Reyes, CMC, CPM, City Clerk

25

465 First Avenue
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CITY OF HOLBROOK



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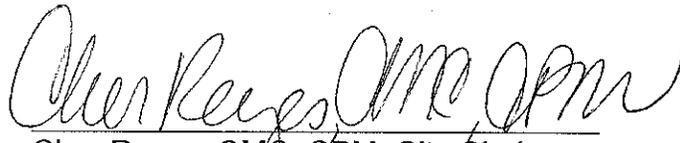
AGENDA
CITY COUNCIL WORK SESSION
FEBRUARY 14, 2012
5:30 P.M.

The items listed below are for discussion.

NEW BUSINESS:

- A. Introduction of Holbrook Business Development Group and possible Council input for the group.

Dated this 7th Day of February 2012.


Cher Reyes, CMC, CPM, City Clerk

1 MINUTES OF THE HOLBROOK CITY WORK SESSION
2 HELD ON FEBRUARY 14, 2012
3
4

5 CALL TO ORDER:
6

7 Mayor Hill called the meeting to order at 5:30 p.m.

8 ROLL CALL:

9 Mayor Jeff Hill, Vice-Mayor Charles Haussman, Councilmember's Phil Cobb, Myron
10 Maxwell. Councilmember's Richard Peterson and Wade Carlisle arrived towards the
11 end of the work session.

12 ROLL CALL CITY STAFF:

13 City Manager Ray Alley, Finance Director Randall Sullivan and City Clerk Cher Reyes

14 INTRODUCTION OF HOLBROOK BUSINESS DEVELOPMENT GROUP:

15 Matthew Barger of the HBDG presented Council with an invitation to the forum for
16 Potash information. Mr. Barger stated that the group's mission is to support a strong,
17 diverse business environment by encouraging growth and new investment in our
18 community. Mr. Barger that to fulfill their mission they group plans to create business-
19 to-business opportunities, market Holbrook through a comprehensive website, develop
20 branding opportunities, and expand on existing ones, provide community forums and
21 other avenues to disseminate information, keep local businesses informed of expansion
22 opportunities and support the City of Holbrook and the Chamber of Commerce
23 wherever possible. Mr. Barger stated that the group wants to be proactive with
24 businesses that have needs and bring the needs to the Manager's attention. Mr.
25 Barger stated that it is Holbrook's turn for growth but the group wants smart growth.
26 Councilmember Maxwell thanked the group for their presentation and stated that he is

1 pleased with group's efforts. Councilmember Maxwell asked if there would be a time
2 that Manager Alley would like to hire an Economic Development person. Manager Alley
3 stated that a Planner would be needed first as. Teri Walker stated that the group has
4 asked the potash companies what are some of the spin off industries that come with
5 potash mining. Ms. Walker stated that the group is conducting research by visiting with
6 other communities that have potash mines. Peggy Belknap stated that we have to be
7 very professional when receiving inquiries and also prepared to train a job force for the
8 new industries. Mayor Hill stated that City Hall should ensure that all roadblocks are
9 eliminated for businesses to come to Holbrook. Mayor Hill stated that we will have to
10 have a Planner eventually if the growth comes and we must have good planning and
11 zoning. Mayor Hill stated that we will need some idea of potential growth in order to
12 prepare for it. Mayor Hill said that he was amazed by the people on this board. Vice-
13 Mayor Haussman stated that he liked the membership of the group and looks forward
14 to action from them.

15 ADJOURNMENT:

16 There being no further business to come before the Council at this time the Work
17 Session adjourned at 6:08 p.m.
18

19

20

Jeff Hill, Mayor

21 CERTIFICATION:

22 I hereby certify that the foregoing minutes are a true and correct copy of the minutes of
23 the work session of the Holbrook City Council held on the 14th day of February 2012. I
24 further certify that the meeting was duly called and held and that a quorum was present.

25

26

27

28

Cher Reyes, CMC, CPM, City Clerk

RESOLUTION 12-01

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLBROOK, NAVAJO COUNTY, ARIZONA, SUPPORTING THE WHITE MOUNTAIN APACHE TRIBE'S EFFORTS TO FUND THE NECESSARY EQUIPMENT UPGRADES AT SUNRISE PARK RESORT.

WHEREAS, the economies in the White Mountains of Arizona are closely tied to each other with the common thread of tourism; and

WHEREAS, the entire White Mountain region depends on the winter tourism centered at Sunrise for economic viability; and

WHEREAS, the hotel and restaurant businesses and ski shops directly benefit from the Sunrise Park Resort; and

WHEREAS, retail operations are also dependent upon the expenditures that the 350 Sunrise employees routinely make from their paychecks; and

WHEREAS, the White Mountain Region has been hit hard with the effects of the recession, and the impact of not having Sunrise as the winter anchor would be even more devastating; and

WHEREAS, the Sunrise Park Resort will require equipment upgrades for the ski lifts, snow making equipment, and communications equipment to operate next season.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of Holbrook, Navajo County, Arizona give their unqualified support for the White Mountain Apache Tribe's efforts to fund the necessary equipment upgrades at Sunrise Park Resort.

PASSED AND ADOPTED by the Mayor and City Council of the City of Holbrook, Arizona, this 28th day of February 2012.

CITY OF HOLBROOK

Jeff A. Hill, Mayor

ATTEST:

Cher Reyes, CMC, CPM, City Clerk

LEASE

THIS OFFICE LEASE (this "Lease"), executed to be effective as of the 1ST day of MARCH 2012 (the "Effective Date"), is made and entered into by and between the CITY OF HOLBROOK, an Arizona municipal corporation ("Landlord"), and, American West Potash, LLC 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 19-27-009A, commonly known as 410 E. Iowa (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 1, 2015 (the "Expiration Date"). This Lease may be renewed and extended for an additional 3-year period, beginning on the day following the Expiration Date, upon the written agreement of both Parties.

2. RENT. Rent shall be \$1000.00 per month.

3. USE. Tenant shall use and occupy the Premises solely for the purpose of operating an office 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 interior and exterior of the Premises in good condition and repair, normal wear and tear excepted. 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 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," and the continued possession by Tenant of the Premises shall be conclusive evidence as against Tenant that the Premises, including the improvements thereon were in good and satisfactory condition at the time such possession was taken.

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: American West Potash, LLC
1621 18th Street, Suite 260
Denver, CO 80202
(o) 303-634-2239
(c) 720- 413-4520

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

Jeff Hill, Mayor

ATTEST:

Cher Reyes, City Clerk

APPROVED AS TO FORM

Sterling Solomon
City Attorneys

TENANT:

HOLBROOK CITY COUNCIL

AGENDA ITEM

ISSUE/ITEM: Appointment of Charter Review Committee

DATE OF MEETING: February 28, 2012

ACTION REQUESTED: Appointment of 7 persons to conduct review of City of Holbrook Charter as Charter requirement.

BACKGROUND: **Holbrook City Charter states that it will be reviewed every 4 years. The review must be completed in time to get possible changes on the ballot. This is required. City Clerk Reyes has spoken to the following individuals who are willing to serve on the Committee: Francie Payne, Dan Carroll, Dean Thomas and Lelia DeMuth. Three additional members are needed. Review should be complete by Sept. 1, 2012.**

GENERAL PLAN: N/A

BUDGET LINE:

FUNDS AVAILABLE:

AMOUNT TO BE EXPENDED:

Approvals (as required) City Manager _____

Finance Director _____

HOLBROOK CITY COUNCIL

AGENDA ITEM

ISSUE/ITEM: Bid results for Landfill Services

DATE OF MEETING: February 28, 2012

ACTION REQUESTED: Award bid

BACKGROUND: Landfill services contract expires March 1, 2012. Two bids were received. Staff recommends awarding bid to the lowest most responsible bidder, Waste Management.

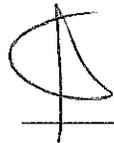
GENERAL PLAN: N/A

BUDGET LINE:

FUNDS AVAILABLE:

AMOUNT TO BE EXPENDED:

Approvals (as required) City Manager



Finance Director _____



Waste Management of Arizona
2425 S. 40 St.
Phoenix, AZ 85034
(602) 763-9226
(602) 470-0692 Fax

January 20, 2012

City of Holbrook
465 First Avenue
PO Box 970
Holbrook, AZ 86025

Dear Mr. Ray Alley:

Waste Management of Arizona, Inc. ("WM") would like to thank you for allowing us the opportunity to submit a proposal for transportation and disposal of municipal solid waste and other non-RCRA regulated waste.

We are confident that WM will provide you with the highest quality of service and secure disposal of your non-hazardous industrial waste through our Painted Desert Subtitle D Landfill located in Joseph City, AZ. The Scope of Work below sets forth WM's proposed pricing. Additional terms and conditions would be included in a Transportation and Disposal Agreement between the city and WM.

Scope of Work Includes:

- Disposal of municipal solid waste and other non-RCRA regulated waste at a rate of \$17.50 per ton
- Transportation from the City of Holbrook transfer station to WM Painted Desert LF at a rate of \$142.50 per container hauled

Sincerely,

A handwritten signature in black ink, appearing to read 'Gary Hunt', written over a white background.

Gary Hunt
District Manager
Painted Desert Landfill Northern Arizona
Waste Management of Arizona

Visit our Web Site @ wmdisposal.com

Accepted by: _____



Blue Hills Environmental Association, Inc.

140 W. Cleveland Street / P.O. Box 175

St. Johns AZ 85936

(928) 337-2357

Fax (928) 337-3115

February 22, 2012

**City of Holbrook
465 First Ave.
PO Box 970
Holbrook, AZ 86025**

**ATT: Ray Alley
City Manager**

Blue Hills Environmental proposes the following bid for the City of Holbrook.

Blue Hills Environmental will provide transportation of City of Holbrook's non-RCRA regulated waste for \$350.00 per load. Blue Hills Environmental will transport two (2) bins per trip.

Blue Hills Environmental tipping fees will remain at \$20.00 per ton.

Sincerely,

**Ray Davis, Manager
Blue Hills Environmental**