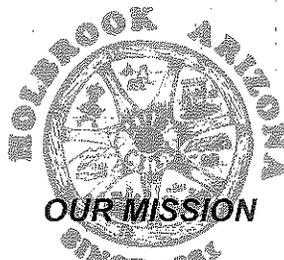


465 First Avenue
P.O. Box 970
Holbrook, AZ 86025

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

APRIL 8, 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. Proclamation "Child Abuse prevention month". (PAGE 4)
- 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 March 20, 2014 thru April 3, 2014: Documentation for claims is available *at City Hall. (PAGE 5)*
 - B. Minutes of the special meeting held on April 1, 2014. (Page 23)
- 7) REPORTS:
 - Mayor:
 - Council Members:
 - Manager:

Police Chief:

- 8) OLD BUSINESS:
 - A. Discussion/possible action regarding FY 2014/2015 budget.
 - B. Ordinance 14-03, amending the fees for non-resident users of the Holbrook Municipal Cemetery, second reading. (PAGE 26)
- 9) NEW BUSINESS:
 - A. Funds request for 2014 Drug Free Grad Night. (PAGE 29)
 - B. Resolution, 14-06, adopting a fair housing policy.(PAGE 30)
 - C. Resolution 14-07, approving the City of Holbrook Police Volunteer Program standard operating procedure.(PAGE 32)
 - D. Ordinance 14-04, establishing fees for recreational and tourism events sponsored by the City of Holbrook in the City of Holbrook, 1st reading.(PAGE 56)
 - E. Discussion/possible action regarding an agreement with Blue Hills Environmental for landfill services-Manager Alley. (Page 57)
- 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:

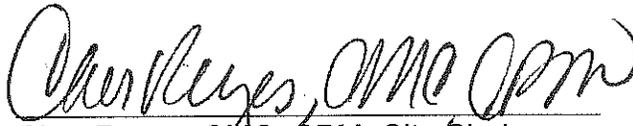
The City Council welcomes public comment at this time for items not listed on this Agenda. There is a three minute time limit per citizen.

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: \$ 1176.46

13) ADJOURNMENT:

Date this 1st day of April 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.

PROCLAMATION

A PROCLAMATION OF THE MAYOR AND COUNCIL OF THE CITY OF HOLBROOK, ARIZONA, PROCLAIMING THE MONTH OF APRIL AS "CHILD ABUSE PREVENTION MONTH" IN THE CITY OF HOLBROOK

WHEREAS, each year more than one million children are the victims of abuse and neglect and child abuse is a complex an on-going problem in our society, and:

WHEREAS, these children represent every racial, religious and social-economic group and every child is entitled to be loved, cared for, nurtured and secure, and:

WHEREAS, young lives can be saved and suffering prevented by providing help to parents in coping with life's pressures through community supported preventions and treatment programs, and;

WHEREAS, the health and well-being of our children is and must continue to be one of our community's highest priorities, and;

WHEREAS, Parenting Arizona hopes to involve the entire Holbrook Community in support of programs that foster prevention of child abuse and neglect.

NOW, THEREFORE, be it resolved, that the Mayor and Council of the City of Holbrook do hereby proclaim the month of April 2014 as "child abuse prevention month" and urge all citizens to renew the commitment to meet the challenge and encourage active participation in all activities planned for the month of April whose purpose is to prevent and treat child abuse and neglect.

Passed and adopted this 8th day of April 2014

Jeff A. Hill, Mayor

Attest:

Cher Reyes, CMC, CPM, City Clerk

CITY OF HOLBROOK

INVOICE APPROVAL REPORT

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

03/20/2014 THRU 04/03/2014

TOTAL

\$251,117.08

Report Criteria:
 Invoice.Vendor No = 1-9699

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
3/20/2014												
FRONTIER COMM TELE				3350								
03152014	1	Inv	UTILITIES		03/15/2014	60.25	0		.00			3/14
					03/20/2014		No			001-050-5048		
03152014	2	Inv	UTILITIES		03/15/2014	310.00	0		.00			3/14
					03/20/2014		No			006-014-5048		
Total 03152014						370.25						
Total 3350						370.25						
ARIZONA 811				1110								
2014-AA0150	1	Inv	BLUE STAKE DUES		01/31/2014	394.78	0		.00			3/14
					03/20/2014		No			002-092-5043		
NAVAJO COUNTY FINANCE				8690								
14-00000041	1	Inv	JAIL CONTRACT		03/14/2014	3,620.20	0		.00			3/14
					03/26/2014		No			001-050-5050		
MOHAVE ENVIRONMENTAL LAB				8270								
65546	1	Inv	TESTING		01/28/2014	2,210.00	0		.00			3/14
					03/26/2014		No			002-092-5041		
ESSENTIAL DATA CONTROL SYSTEM				4771								
1438	1	Inv	PROFESSIONAL FEES		03/17/2014	2,042.50	2		.00			3/14
					03/25/2014		Yes			002-092-5041		
1438	2	Inv	PARTS		03/17/2014	3,747.21	2		.00			3/14
					03/25/2014		No			002-092-5071		
Total 1438						5,789.71						
Total 4771						5,789.71						
AUTO SAFETY HOUSE				1571								
031048H	1	Inv	PARTS/REPAIRS		03/17/2014	252.02	2		.00			3/14
					03/26/2014		No			001-005-5024		
BRADCO				2590								
10220	1	Inv	FUEL		03/15/2014	5,742.18	0		.00			3/14
					03/20/2014		No			007-087-5027		
AUTO SAFETY HOUSE				1571								
031030H	1	Inv	PARTS/REPAIRS		03/16/2014	12.66	2		.00			3/14
					03/26/2014		No			001-085-5024		
031041H	1	Inv	PARTS/REPAIRS		03/17/2014	421.04	2		.00			3/14
					03/26/2014		No			001-060-5024		
031031H	1	Inv	PARTS/REPAIRS		03/16/2014	72.84	2		.00			3/14
					03/26/2014		No			002-091-5024		
Total 1571						506.54						
JACK'S BODY SHOP				6852								

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
5120	1	Inv	REPAIRS		03/12/2014 03/26/2014	369.83	2 No		.00			3/14
										001-050-5024		
			COMMERCIAL POOL REPAIR	3625								
12332	1	Inv	REPAIRS/SUPPLIES		07/31/2013 08/07/2013	1,505.63	2 No		.00			3/14
										001-031-5026		
12400	1	Inv	REPAIRS/SUPPLIES		08/29/2013 09/05/2013	1,744.65	2 No		.00			3/14
										001-031-5026		
			Total 3625			3,250.28						
			GAYLORD BROTHERS, INC	5330								
2251002	1	Inv	SUPPLIES		02/19/2014 03/26/2014	210.86	0 No		.00			3/14
										001-020-5021		
			HOLBROOK TRIBUNE NEWS	6240								
124423	1	Inv	ADVERTISEMENT		03/07/2014 03/26/2014	51.43	0 No		.00			3/14
										001-004-5044		
124424	1	Inv	ADVERTISEMENT		03/07/2014 03/26/2014	96.80	0 No		.00			3/14
										001-001-5044		
			Total 6240			148.23						
			A.P.S.	70								
02202014	1	Inv	UTILITIES		02/20/2014 03/20/2014	26,774.46	0 No		.00			3/14
										001-004-5048		
			MOHAVE ENVIRONMENTAL LAB	8270								
65803	1	Inv	TESTING		02/19/2014 03/26/2014	160.00	0 No		.00			3/14
										002-091-5041		
			HOLBROOK JUSTICE COURT	6160								
03102014	1	Inv	REFUND		03/10/2014 03/20/2014	47.66	0 No		.00			3/14
										001-000-4710		
			CASELLE INC	3140								
55748	1	Inv	SUPPORT		03/01/2014 03/26/2014	885.67	0 No		.00			3/14
										001-004-5049		
			ESSENTIAL DATA CONTROL SYSTEM	4771								
1421	2	Inv	PARTS		03/10/2014 03/26/2014	1,010.27	2 No		.00			3/14
										002-092-5071		
			MOHAVE ENVIRONMENTAL LAB	8270								
65836	1	Inv	TESTING		02/25/2014 03/26/2014	230.00	0 No		.00			3/14
										002-092-5041		
			HOLBROOK TRIBUNE NEWS	6240								
124319	1	Inv	ADVERTISEMENT		02/28/2014 03/26/2014	412.80	0 No		.00			3/14
										001-001-5044		
124320	1	Inv	ADVERTISEMENT		02/28/2014 03/26/2014	220.16	0 No		.00			3/14
										001-001-5044		

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
Total 6240						632.96						
EMBLEM ENTERPRISES, INC				4690								
575824	1	Inv	EMBLEMS		02/24/2014 03/26/2014	145.99	0 No		.00		001-050-5023	3/14
FUTURE TIRE, INC.				5241								
W30331	1	Inv	REPAIRS		02/28/2014 03/26/2014	12.50	2 No		.00		001-005-5024	3/14
AUTO SAFETY HOUSE				1571								
3240650011	1	Inv	PARTS/REPAIRS		03/06/2014 03/26/2014	67.84	2 No		.00		001-004-5024	3/14
3240690003	1	Inv	PARTS/REPAIRS		03/10/2014 03/26/2014	206.20	2 No		.00		001-005-5024	3/14
Total 1571						274.04						
FUTURE TIRE, INC.				5241								
W30498	1	Inv	TIRES		03/18/2014 03/26/2014	571.47	2 No		.00		001-004-5024	3/14
W30465	1	Inv	TIRES		03/13/2014 03/26/2014	463.46	2 No		.00		001-050-5024	3/14
W30487	1	Inv	REPAIRS		03/17/2014 03/26/2014	30.00	2 No		.00		001-005-5024	3/14
Total 5241						1,064.93						
A.P.S.				70								
03172014	1	Inv	UTILITIES		03/17/2014 03/20/2014	3,415.09	0 No		.00		007-087-5048	3/14
Total 3/20/2014						57,518.45						

03/20/2014 GL Period Summary

GL Period	Amount
3/14	57,518.45
	<u>57,518.45</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
3/27/2014												
FRONTIER COM LONG DISTANCE				3353								
4177611	1	Inv	UTILITIES		03/20/2014	.36	2		.00			3/14
					03/27/2014		No			001-085-5048		
4177611	2	Inv	UTILITIES		03/20/2014	67.28	2		.00			3/14
					03/27/2014		No			001-050-5048		
Total 4177611						67.64						
Total 3353						67.64						
BRADCO				2590								
10012	1	Inv	FUEL		02/28/2014	4,251.11	0		.00			3/14
					03/27/2014		No			007-087-5027		
UNISOURCE ENERGY SERVICES				3380								
03202014	1	Inv	UTILITIES		03/20/2014	1,148.95	0		.00			3/14
					03/27/2014		No			006-014-5048		
03202014	2	Inv	UTILITIES		03/20/2014	214.53	0		.00			3/14
					03/27/2014		No			001-050-5048		
03202014	3	Inv	UTILITIES		03/20/2014	61.76	0		.00			3/14
					03/27/2014		No			001-031-5048		
03202014	4	Inv	UTILITIES		03/20/2014	118.45	0		.00			3/14
					03/27/2014		No			001-020-5048		
Total 03202014						1,543.69						
Total 3380						1,543.69						
Total 3/27/2014						5,862.44						

03/27/2014 GL Period Summary

GL Period	Amount
3/14	5,862.44
	<u>5,862.44</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
4/3/2014											
LEXIS-NEXIS (ACCURINT) 169											
52	1	Inv	BACKGROUND CHECKS	04/01/2014	50.00	2		.00			4/14 Y
				04/01/2014		No			001-004-5041		
52	2	Inv		04/01/2014	.00	2		.00			4/14 Y
				04/01/2014		No					
52	3	Inv		04/01/2014	.00	2		.00			4/14 Y
				04/01/2014		Yes					
Total 52					50.00						
Total 169					50.00						
BETTER COMMUNICATIONS CO 2430											
7012098	1	Inv	Radio Contract	04/01/2014	.00	0		.00			4/14 Y
				04/01/2014		No			001-004-5047		
7012098	2	Inv	Radio contract	04/01/2014	.00	0		.00			4/14 Y
				04/01/2014		No			001-031-5047		
7012098	3	Inv	Radio Contract	04/01/2014	529.90	0		.00			4/14 Y
				04/01/2014		No			001-050-5047		
7012098	4	Inv	Radio Contract	04/01/2014	312.63	0		.00			4/14 Y
				04/01/2014		No			001-060-5047		
7012098	5	Inv	Radio Contract	04/01/2014	.00	0		.00			4/14 Y
				04/01/2014		No			001-084-5047		
7012098	6	Inv	Radio Contract	04/01/2014	.00	0		.00			4/14 Y
				04/01/2014		No			001-085-5047		
7012098	7	Inv	Radio Contract	04/01/2014	.00	0		.00			4/14 Y
				04/01/2014		No			002-090-5047		
7012098	8	Inv	Radio Contract	04/01/2014	.00	0		.00			4/14 Y
				04/01/2014		No			002-091-5047		
7012098	9	Inv	Radio Contract	04/01/2014	.00	0		.00			4/14 Y
				04/01/2014		No			002-092-5047		
7012098	10	Inv	Radio Contract	04/01/2014	.00	0		.00			4/14 Y
				04/01/2014		No			001-040-5047		
7012098	11	Inv	Radio Contract	04/01/2014	.00	0		.00			4/14 Y
				04/01/2014		No			007-087-5047		
Total 7012098					842.53						
Total 2430					842.53						
CABLE ONE23414-120774-01-0 2940											
10012096	1	Inv	UTILITIES	04/01/2014	.00	0		.00			4/14 Y
				04/01/2014		No			001-060-5048		
10012096	2	Inv	UTILITIES	04/01/2014	105.95	0		.00			4/14 Y
				04/01/2014		No			001-050-5048		
10012096	3	Inv	UTILITIES	04/01/2014	.00	0		.00			4/14 Y
				04/01/2014		No			001-093-5048		
10012096	4	Inv	UTILITIES	04/01/2014	.00	0		.00			4/14 Y
				04/01/2014		No			001-050-5048		
10012096	5	Inv	UTILITIES	04/01/2014	.00	0		.00			4/14 Y
				04/01/2014		No			001-004-5048		

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
Total 10012096						105.95						
Total 2940						105.95						
CYBERTRAILS				3960								
7312082	1	Inv	EMAIL AND BACKUP		04/01/2014	91.65	2		.00			4/14 Y
					04/01/2014		No			001-004-5047		
7312082	2	Inv			04/01/2014	.00	2		.00			4/14 Y
					04/01/2014		No					
Total 7312082						91.65						
Total 3960						91.65						
IKON FINANCIAL SERVICES				6503								
9012094	1	Inv	COPIER LEASE		04/01/2014	.00	3		.00			4/14 Y
					04/01/2014		No			001-004-5049		
9012094	2	Inv	COPIER MAINTENANCE C		04/01/2014	.00	3		.00			4/14 Y
					04/01/2014		No			001-050-5047		
Total 9012094						.00						
Total 6503						.00						
NAVAJO COUNTY HISTORICAL				8720								
135	1	Inv	CONTRIBUTION		04/01/2014	2,400.00	0		.00			4/14 Y
					04/01/2014		No			006-014-5057		
WASTE MGT / PAINTED DESERT L/F				9430								
11634-0462-5	1	Inv	LANDFILL FEES		02/01/2014	3,610.79	0		.00			4/14
					04/03/2014		No			002-090-5047		
MESA ITALIANA RESTAURANT				8081								
2014	1	Inv	P/R		04/03/2014	850.00	2		.00			4/14
					04/03/2014		No			001-001-5035		
CARQUEST AUTO PARTS				2440								
03202014	1	Inv	PARTS		03/20/2014	86.72	0		.00			4/14
					04/09/2014		No			001-085-5024		
03202014	2	Inv	PARTS		03/20/2014	25.87	0		.00			4/14
					04/09/2014		No			001-099-5024		
03202014	3	Inv	PARTS		03/20/2014	29.32	0		.00			4/14
					04/09/2014		No			001-050-5024		
03202014	4	Inv	PARTS		03/20/2014	202.86	0		.00			4/14
					04/09/2014		No			001-060-5024		
03202014	5	Inv	PARTS		03/20/2014	368.61	0		.00			4/14
					04/09/2014		No			001-085-5024		
03202014	6	Inv	PARTS		03/20/2014	76.34	0		.00			4/14
					04/09/2014		No			001-040-5026		
03202014	7	Inv	PARTS		03/20/2014	129.10	0		.00			4/14
					04/09/2014		No			007-087-5024		
03202014	8	Inv	PARTS		03/20/2014	45.32	0		.00			4/14
					04/09/2014		No			001-050-5024		
03202014	9	Inv	PARTS		03/20/2014	246.56	0		.00			4/14

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
03202014	10	Inv	PARTS		04/09/2014		No				001-085-5071	
					03/20/2014	35.99	0		.00			4/14
					04/09/2014		No			001-040-5024		
Total 03202014						1,136.31						
Total 2440						1,136.31						
HOLBROOK TRIBUNE NEWS				6240								
124458	1	Inv	ADVERTISEMENT		03/26/2014	51.43	0		.00			4/14
					04/09/2014		No			027-093-5044		
FUTURE TIRE, INC.				5241								
W30507	1	Inv	REPAIRS		03/18/2014	42.56	2		.00			4/14
					04/09/2014		No			001-050-5024		
W30550	1	Inv	REPAIRS		03/24/2014	30.00	2		.00			4/14
					04/09/2014		No			002-090-5024		
Total 5241						72.56						
BETTER COMMUNICATIONS CO				2430								
12569	1	Inv	BATTERIES		03/14/2014	750.55	0		.00			4/14
					04/09/2014		No			001-050-5022		
BALAR EQUIPMENT CO				2160								
314087	1	Inv	PARTS		03/20/2014	682.37	0		.00			4/14
					04/09/2014		No			002-091-5024		
CHAMBER OF COMMERCE				3220								
2014	1	Inv	WILD WEST DAYS		03/13/2014	10,000.00	0		.00			4/14
					04/03/2014		No			006-014-6002		
MCPHERSON COLLISION				8051								
2609	1	Inv	VEHICLE REPAIRS		03/13/2014	202.47	2		.00			4/14
					03/20/2014		No			001-050-5024		
AMERIGAS - HOLBROOK				920								
3027746217	1	Inv	UTILITIES		03/22/2014	894.91	2		.00			4/14
					04/03/2014		No			001-040-5048		
HOLBROOK TRIBUNE NEWS				6240								
124476	1	Inv	ADVERTISEMENT		03/31/2014	126.72	0		.00			4/14
					04/09/2014		No			001-001-5056		
124477	1	Inv	ADVERTISEMENT		03/31/2014	147.84	0		.00			4/14
					04/09/2014		No			001-001-5056		
124478	1	Inv	ADVERTISEMENT		03/31/2014	124.30	0		.00			4/14
					04/09/2014		No			001-031-5044		
Total 6240						398.86						
MOHAVE ENVIRONMENTAL LAB				8270								
66022	1	Inv	TESTING		03/07/2014	995.00	0		.00			4/14
					04/09/2014		No			002-092-5041		
ESSENTIAL DATA CONTROL SYSTEM				4771								

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
1440	1	Inv	PARTS	03/17/2014 04/09/2014	3,418.10	2 No		.00		002-092-5071	4/14
1441	1	Inv	SERVICE	03/17/2014 04/09/2014	1,738.50	2 Yes		.00		002-092-5041	4/14
Total 4771					5,156.60						
INDUSTRIAL SERVICE SUPPLY			6592								
034882	1	Inv	PARTS	03/17/2014 04/06/2014	1,396.66	1 No		.00		002-091-5026	4/14
HOME DEPOT			6310								
03082014	1	Inv	SUPPLIES	03/08/2014 04/03/2014	94.91	2 No		.00		002-092-5026	4/14
03082014	2	Inv	SUPPLIES	03/08/2014 04/03/2014	9.82	2 No		.00		002-091-5026	4/14
03082014	3	Inv	SUPPLIES	03/08/2014 04/03/2014	97.17	2 No		.00		001-084-5026	4/14
Total 03082014					201.90						
Total 6310					201.90						
AUTO SAFETY HOUSE			1571								
031060H	1	Inv	PARTS/REPAIRS	03/18/2014 04/09/2014	35.95	2 No		.00		001-084-5024	4/14
031270H	1	Inv	PARTS/REPAIRS	04/03/2014 04/09/2014	22.84	2 No		.00		002-092-5024	4/14
03300067	1	Inv	PARTS/REPAIRS	04/03/2014 04/09/2014	1,472.02	2 No		.00		002-090-5024	4/14
Total 1571					1,530.81						
HILL BROTHERS CHEMICAL CO.			6048								
40000654	1	Inv	CHLORINE	03/11/2014 03/18/2014	108.85	2 No		.00		002-092-5026	4/14
HACH COMPANY			5750								
8740006	1	Inv	SUPPLIES	03/14/2014 04/09/2014	664.27	0 No		.00		002-092-5026	4/14
FRONTIER COMM TELE			3350								
03012014	1	Inv	UTILITIES	03/01/2014 04/03/2014	112.49	0 No		.00		002-091-5048	4/14
03012014	2	Inv	UTILITIES	03/01/2014 04/03/2014	152.22	0 No		.00		001-060-5048	4/14
03012014	3	Inv	UTILITIES	03/01/2014 04/03/2014	1,396.36	0 No		.00		001-050-5048	4/14
03012014	4	Inv	UTILITIES	03/01/2014 04/03/2014	154.59	0 No		.00		001-085-5048	4/14
03012014	5	Inv	UTILITIES	03/01/2014 04/03/2014	243.59	0 No		.00		001-093-5048	4/14
03012014	6	Inv	UTILITIES	03/01/2014 04/03/2014	510.76	0 No		.00		002-092-5048	4/14
03012014	7	Inv	UTILITIES	03/01/2014	137.09	0		.00			4/14

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
					04/03/2014		No				001-040-5048	
Total 03012014						2,707.10						
Total 3350						2,707.10						
Total 4/3/2014						34,901.57						

04/03/2014 GL Period Summary

GL Period	Amount
4/14	34,901.57
	<u>34,901.57</u>
Grand Total:	<u>98,282.46</u>

Report GL Period Summary

GL Period	Amount
3/14	63,380.89
4/14	34,901.57
	<u>98,282.46</u>

Vendor Number Hash: 295798
 Vendor Number Hash - Split: 418953
 Total Number of Invoices: 66
 Total Number of Transactions: 107

TC	Terms Description	Invoice Amt	Discount Amt	Net Inv Amt
0	Open Terms	75,128.29	.00	75,128.29
1	NET 20	1,396.66	.00	1,396.66
2	NET 7	21,757.51	.00	21,757.51
3	IMMEDIATELY	.00	.00	.00
		<u>98,282.46</u>	<u>.00</u>	<u>98,282.46</u>

Report Criteria:

Invoice.Vendor No = 1-9699

Report Criteria:

Invoice.Vendor No = 9701-99999

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
3/20/2014												
TASER INTERNATIONAL				11665								
1351717	1	Inv	BODYCAM		03/12/2014 04/08/2014	335.71	2 No		.00		001-050-5071	3/14
ROY HAUGHT EXCAVATING				22037								
24271	1	Inv	GRANITE		02/01/2014 04/09/2014	1,562.34	0 No		.00		001-099-5026	3/14
RADAR SHOP, THE				10045								
8145	1	Inv	RADAR MAINT		03/03/2014 03/26/2014	437.96	1 No		.00		001-050-5047	3/14
8146	1	Inv	REPAIRS		03/03/2014 03/26/2014	424.96	1 No		.00		001-050-5047	3/14
Total 10045						862.92						
HOLBROOK VETERINARY CLINIC				20796								
11997	1	Inv	VET SERVICES		03/06/2014 03/20/2014	60.00	0 No		.00		001-048-5041	3/14
QUALITY READY MIX-CEMEX				9955								
9428092001	1	Inv	CONCRETE		03/10/2014 03/20/2014	274.51	8 No	03/25/2014	2.59		007-087-5026	3/14
O'REILLY AUTO PARTS				21622								
262397	1	Inv	PARTS		03/05/2014 03/26/2014	28.92	0 No		.00		001-050-5024	3/14
STABILIZER SOLUTIONS, INC.				22187								
0032427	1	Inv	STABILIZIER		03/05/2014 03/26/2014	1,619.80	0 No		.00		001-031-5571	3/14
JCG TECHNOLOGIES				20830								
4166	1	Inv	DIGITAL RECORDER SOF		03/05/2014 03/26/2014	809.63	0 No		.00		001-001-5041	3/14
O'REILLY AUTO PARTS				21622								
259018	1	Inv	PARTS		02/11/2014 03/26/2014	43.57	0 No		.00		001-060-5024	3/14
259207	1	Inv	PARTS		02/12/2014 03/26/2014	10.67	0 No		.00		001-060-5024	3/14
259043	1	Inv	PARTS		02/11/2014 03/26/2014	39.58	0 No		.00		001-060-5024	3/14
259218	1	Inv	PARTS		02/12/2014 03/26/2014	11.02	0 No		.00		001-060-5024	3/14
Total 21622						104.84						
JACK'S MUSTANG				10250								
28313	1	Inv	REPAIRS		03/12/2014 03/26/2014	12.00	0 No		.00		002-091-5024	3/14

Invoice No	Vendor Name Seq 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
28275	1 Inv	PROPANE		02/25/2014 03/26/2014	24.79	0 No		.00			3/14
Total 10250					36.79					002-090-5027	
UNIQUE MANAGEMENT SERVICES INC 21441											
252473	1 Inv	COLLECTIONS		03/01/2014 03/26/2014	44.75	0 No		.00			3/14
										001-000-4720	
BSN SPORTS 22186											
95881803	1 Inv	EQUIPMENT		02/13/2014 03/26/2014	1,111.53	0 No		.00			3/14
										001-031-5571	
FASTENAL 21880											
AZPH912392	1 Inv	SUPPLIES		02/28/2014 03/26/2014	1,267.24	0 No		.00			3/14
										001-004-5021	
AZPH912449	1 Inv	SUPPLIES		02/28/2014 03/26/2014	540.52	0 No		.00			3/14
										001-004-5021	
Total 21880					1,807.76						
VINYL GRAPHICS 21870											
036188	1 Inv	EMBLEMS		02/27/2014 03/26/2014	274.77	0 No		.00			3/14
										003-150-5071	
NORTHLAND INVESTIGATIONS 21234											
131246	1 Inv	POLYGRAPH TESTING		12/23/2013 03/26/2014	420.00	0 No		.00			3/14
										001-050-5041	
DARLEY & COMPANY 21302											
1712054	1 Inv	FIRE EQUIPMENT		01/31/2014 03/26/2014	554.25	0 No		.00			3/14
										001-060-5026	
QUILL OFFICE PRODUCTS 9990											
9659304	1 Inv	SUPPLIES		02/18/2014 03/26/2014	63.06	0 No		.00			3/14
										001-050-5021	
WELDING SERVICES & SUPPLY 12815											
16691	1 Inv	SUPPLIES		03/06/2014 03/26/2014	26.18	2 No		.00			3/14
										001-040-5026	
O'REILLY AUTO PARTS 21622											
262138	1 Inv	PARTS		03/03/2014 03/26/2014	3.81	0 No		.00			3/14
										001-050-5024	
262448	1 Inv	PARTS		03/05/2014 03/26/2014	23.39	0 No		.00			3/14
										002-092-5024	
Total 21622					27.20						
SIMPSON NORTON 10840											
1439845-01	1 Inv	PARTS		02/20/2014 03/26/2014	123.97	0 No		.00			3/14
										001-040-5024	
1439845-00	1 Inv	PARTS		02/19/2014 03/26/2014	630.37	0 No		.00			3/14
										001-040-5024	

Vendor Name		Vendor No		Inv Date	Total Cost	Term	Disc Date	Disc Amt	PO Number	GL Per	R
Invoice No	Seq Type	Description	Inventory No								
Total 10840					754.34						
AMRRP-INSURANCE		21086									
8686	1 Inv	INSURANCE		03/09/2014	47,099.00	0		.00			3/14
				03/20/2014		No			001-004-5051		
8670	1 Inv	INSURANCE		03/09/2014	3,700.50	0		.00			3/14
				03/20/2014		No			001-004-5051		
Total 21086					50,799.50						
NADEAU, RAY		22191									
03172014	1 Inv	REFUND CEMETERY FEE!		03/17/2014	50.00	0		.00			3/14
				03/20/2014		No			001-000-4723		
Total 3/20/2014					61,628.80						

03/20/2014 GL Period Summary

GL Period	Amount
3/14	61,628.80
	<u>61,628.80</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
3/27/2014												
SOLOMON LAW OFFICES, P.C.			20955									
02282014	1	Inv	PROFESSIONAL SERVICE		02/28/2014 03/27/2014	688.50	0 No		.00	001-004-5041		3/14
O'DELL, MICHAEL			20987									
03252014	1	Inv	TRAVEL REIMBURSEMEN		03/25/2014 03/27/2014	224.60	0 No		.00	001-031-5045		3/14
DICKINSON WRIGHT MARISCAL,			22018									
914593	1	Inv	PROFESSIONAL SERVICE		03/18/2014 03/27/2014	180.00	0 No		.00	002-091-5041		3/14
UPS - UNITED PARCEL SERVICE			12473									
3943114	1	Inv	MAILINGS		03/15/2014 03/22/2014	14.34	2 No		.00	002-092-5042		3/14
Total 3/27/2014						<u>1,107.44</u>						

03/27/2014 GL Period Summary

GL Period	Amount
3/14	1,107.44
	<u>1,107.44</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
4/3/2014											
ARIZONA PUBLIC SERVICE			21025								
60844	1	Inv	STREETLIGHT AGREEME	04/01/2014	559.68	0		.00			4/14 Y
				04/01/2014		No			007-087-5048		
U.S. POSTMASTER			21221								
60	1	Inv	UTILTY BILLING	04/01/2014	296.67	0		.00			4/14 Y
				04/01/2014		No			002-090-5042		
60	2	Inv	UTILITY BILLING	04/01/2014	296.67	0		.00			4/14 Y
				04/01/2014		No			002-091-5042		
60	3	Inv	UTILITY BILLING	04/01/2014	296.67	0		.00			4/14 Y
				04/01/2014		No			002-092-5042		
Total 60					890.01						
Total 21221					890.01						
COPIER PROGRAM DIVISION			21479								
3180016153	1	Inv	COPIER LEASE	04/01/2014	346.82	0		.00			4/14 Y
				04/01/2014		No			001-004-5047		
YESCO			21716								
32	1	Inv	MAINTENANCE	04/01/2014	265.00	0		.00			4/14 Y
				04/01/2014		No			006-014-5057		
CABLE ONE 23414-459480-01-5			21944								
10012030	1	Inv	UTILITIES	04/01/2014	58.00	0		.00			4/14 Y
				04/01/2014		No			001-060-5048		
CABLE ONE 23414-123561-01-8			21945								
10012030	1	Inv	UTILITIES	04/01/2014	58.00	0		.00			4/14 Y
				04/01/2014		No			001-050-5048		
CABLEONE 23414-468281-01-6			21946								
10012030	1	Inv	UTILITIES	04/01/2014	512.67	0		.00			4/14 Y
				04/01/2014		No			001-004-5048		
CABLEONE #23414-470574-01-1			22006								
3012026	1	Inv	UTILITIES	04/01/2014	111.94	0		.00			4/14 Y
				04/01/2014		No			001-020-5048		
CABLE ONE 23414-472364-01-4			22031								
50124	1	Inv	UTILITIES	04/01/2014	75.45	0		.00			4/14 Y
				04/01/2014		No			002-091-5048		
CABLEONE 23414-472179-01-7			22148								
11012018	1	Inv	UTILITIES	04/01/2014	130.99	0		.00			4/14 Y
				04/01/2014		No			002-091-5048		
11012018	2	Inv	UTILITIES	04/01/2014	130.99	0		.00			4/14 Y
				04/01/2014		No			002-092-5048		
Total 11012018					261.98						

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
Total 22148						261.98						
TATE'S AUTO CENTER				11670								
82280	1	Inv	REPAIRS		03/21/2014 04/09/2014	710.06	0 No		.00		001-050-5024	4/14
CREATIVE COMMUNICATIONS				22017								
336191	1	Inv	REPAIRS		01/06/2014 04/09/2014	1,299.65	0 No		.00		001-060-5071	4/14
STUART, DOYCE				20964								
03272014	1	Inv	REIMBURSEMENT		03/27/2014 04/03/2014	103.04	0 No		.00		001-005-5045	4/14
R.A.G.H.T.				10005								
APRIL14	1	Inv	INSURANCE PREMIUMS		04/01/2014 04/03/2014	55,936.73	2 No		.00		099-0002524	4/14
WELDING SERVICES & SUPPLY				12815								
16147	1	Inv	SUPPLIES		01/28/2014 04/09/2014	28.45	2 No		.00		001-031-5026	4/14
16253	1	Inv	SUPPLIES		03/27/2014 04/09/2014	78.93	2 No		.00		002-091-5024	4/14
Total 12815						107.38						
FASTENAL				21880								
AZPH912596	1	Inv	SUPPLIES		03/14/2014 04/09/2014	50.61	0 No		.00		002-091-5026	4/14
GATEWAY COMMUNITY COLLEGE				21354								
ATNICHOLS	1	Inv	EXAMINATION FEES		03/20/2014 04/03/2014	174.00	0 No		.00		002-091-5045	4/14
NORTH COUNTRY HEALTHCARE				20979								
1175221	1	Inv	PROFESSIONAL FEES		03/07/2014 04/09/2014	96.00	0 No		.00		007-087-5041	4/14
1175230	1	Inv	PROFESSIONAL FEES		03/07/2014 04/09/2014	96.00	0 No		.00		007-087-5041	4/14
1186345	1	Inv	PROFESSIONAL FEES		03/07/2014 04/09/2014	48.00	0 No		.00		002-091-5041	4/14
1186345	2	Inv	PROFESSIONAL FEES		03/07/2014 04/09/2014	48.00	0 No		.00		002-092-5041	4/14
1186345	3	Inv	PROFESSIONAL FEES		03/07/2014 04/09/2014	48.00	0 No		.00		002-092-5041	4/14
1186345	4	Inv	PROFESSIONAL FEES		03/07/2014 04/09/2014	48.00	0 No		.00		002-091-5041	4/14
Total 1186345						192.00						
Total 20979						384.00						
AMRRP - WORKERS' COMP FUND				20892								
MARCH2014	1	Inv	WORKMAN'S COMP INSUF		04/01/2014 04/09/2014	26,198.00	0 No		.00		001-004-5051	4/14

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	
JACK'S MUSTANG			10250								
4310	1	Inv	REPAIRS	12/30/2013	18.00	0		.00			4/14
				04/09/2014		No			001-050-5024		
UNITY TECHNOLOGY SERVICES LLC			21890								
UT530	1	Inv	PROFESSIONAL FEES	04/01/2014	1,349.56	0		.00			4/14
				04/09/2014		No			001-004-5041		
QUILL OFFICE PRODUCTS			9990								
9960799	1	Inv	SUPPLIES	02/27/2014	10.90	0		.00			4/14
				04/09/2014		No			001-004-5021		
9960799	2	Inv	SUPPLIES	02/27/2014	31.51	0		.00			4/14
				04/09/2014		No			001-060-5021		
Total 9960799					42.41						
Total 9990					42.41						
TATE'S AUTO CENTER			11670								
10974	1	Inv	REPAIRS	03/27/2014	54.64	0		.00			4/14
				04/09/2014		No			001-050-5024		
O'REILLY AUTO PARTS			21622								
265196	1	Inv	PARTS	03/25/2014	48.35	0		.00			4/14
				04/09/2014		No			002-091-5024		
265203	1	Inv	PARTS	03/25/2014	8.88	0		.00			4/14
				04/09/2014		No			001-085-5024		
264537	1	Inv	PARTS	03/20/2014	87.96	0		.00			4/14
				04/09/2014		No			001-085-5024		
265103	1	Inv	PARTS	03/24/2014	30.04	0		.00			4/14
				04/09/2014		No			002-091-5024		
263215	1	Inv	PARTS	03/10/2014	6.54	0		.00			4/14
				04/09/2014		No			001-050-5024		
264385	1	Inv	PARTS	03/19/2014	4.07	0		.00			4/14
				04/09/2014		No			001-031-5024		
264400	1	Inv	PARTS	03/19/2014	4.83	0		.00			4/14
				04/09/2014		No			001-031-5024		
264471	1	Inv	PARTS	03/20/2014	147.32	0		.00			4/14
				04/09/2014		No			001-085-5024		
264530	1	Inv	PARTS	03/20/2014	78.53	0		.00			4/14
				04/09/2014		No			001-085-5024		
264421	1	Inv	PARTS	03/19/2014	4.07	0		.00			4/14
				04/09/2014		No			001-031-5024		
Total 21622					236.53						
CRAMER, AIMEE			22192								
273408	1	Inv	REFUND UTILITES	03/26/2014	107.34	0		.00			4/14
				04/03/2014		No			002-0002520		
TSOSIE, LORINDA N.			22193								
142507	1	Inv	REFUND DEPOSIT	03/17/2014	48.22	0		.00			4/14
				04/03/2014		No			002-0002520		

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
CABLE ONE	23414-472364-01-4			22031								
04012014	1	Inv	INTERNET		04/01/2014 04/03/2014	137.04	0 No		.00			4/14
										002-091-5048		
JONES, TOM SHIRL				22194								
22002	1	Inv	REFUND DEPOSIT		03/05/2014 04/03/2014	1.62	0 No		.00			4/14
										002-0002520		
Total 4/3/2014						90,098.38						

04/03/2014 GL Period Summary

GL Period	Amount
4/14	90,098.38
	<u>90,098.38</u>
Grand Total:	<u>152,834.62</u>

Report GL Period Summary

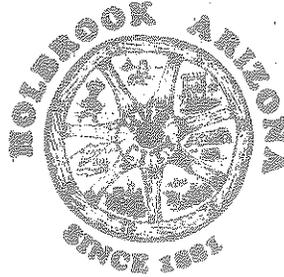
GL Period	Amount
3/14	62,736.24
4/14	90,098.38
	<u>152,834.62</u>

Vendor Number Hash: 1429928
 Vendor Number Hash - Split: 1567445
 Total Number of Invoices: 75
 Total Number of Transactions: 82

TC	Terms Description	Invoice Amt	Discount Amt	Net Inv Amt
0	Open Terms	95,276.85	.00	95,276.85
1	NET 20	862.92	.00	862.92
2	NET 7	56,420.34	.00	56,420.34
8	1% 15TH, NET 30TH	274.51	2.59	271.92
		<u>152,834.62</u>	<u>2.59</u>	<u>152,832.03</u>

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

CITY OF HOLBROOK



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

AGENDA
SPECIAL MEETING OF THE HOLBROOK CITY COUNCIL
APRIL 1, 2014
6:00 P.M.

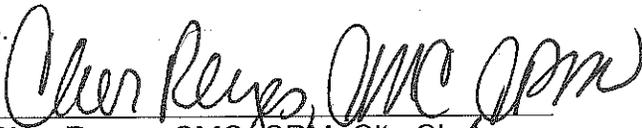
Pursuant to ARS 38-431.02, notice is hereby given to the Holbrook City Council, and to the general public, that a meeting, which is open to the public, will be held on above-mentioned date, in the City Council Chambers, at 465 First Avenue, Holbrook, Arizona. Some of the members of the City Council may choose to participate in this meeting telephonically.

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

NEW BUSINESS:

- A. Resolution 14-05, proposing a one-time override in the amount of \$500,000 over the State imposed expenditure for the City of Holbrook for Fiscal Year 2015.

Dated this 27th Day of March 2014.


Cher Reyes, CMC, CPM, City Clerk

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

4 CALL TO ORDER:

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

6 Roll Call:

7 Mayor Jeff Hill, Vice-Mayor Charles Haussman, Councilmember's Richard Peterson,
8 Bobby Tyler and Phil Cobb. Councilmember Carlisle attended the meeting
9 telephonically. Councilmember Maxwell was absent and excused due to medical
10 reasons.

11 CITY STAFF:

12 City Manager Ray Alley, Finance Director Randy Sullivan and Events Coordinator
13 Kathleen Smith.

14 NEW BUSINESS:

15 A. Mayor Hill presented Resolution 14-05 captioned as follows:

16 **A resolution proposing a one-time override of the State imposed**
17 **expenditure limitation for Fiscal Year 2015 of the City of Holbrook.**

18 Councilmember Cobb made a motion to adopt the Resolution. Councilmember
19 Tyler seconded. A roll call vote was held with the following results:

20 Councilmember Carlisle, "aye", Councilmember Cobb, "aye", Vice-Mayor
21 Haussman, "aye", Councilmember Peterson, "aye", Councilmember Tyler "aye",
22 and Mayor Hill, "aye".

23 Adjournment:

24
25 There being no further business to come before the Council, the meeting was
26 adjourned at 6:03 p.m.
27

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Jeff Hill, Mayor

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the Holbrook City Council held on the 1st day of April 2014. I further certify that the meeting was duly called and held and that a quorum was present.

Cher Reyes, CMC, CPM, City Clerk

CITY OF HOLBROOK

INVOICE APPROVAL REPORT

**BY GL NUMBER WALT'S
HARDWARE**

03/20/2014 THRU 04/03/2014

TOTAL **\$1,176.46**

CITY OF HOLBROOK ORDINANCE 14-03

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE
CITY OF HOLBROOK, ARIZONA, AMENDING THE FEES
FOR USERS OF THE HOLBROOK MUNICIPAL CEMETERY**

RECITALS

WHEREAS, the City of Holbrook operates the municipal cemetery and charges fees to operate and maintain said cemetery; and

WHEREAS, given increased burial of non-residents of Holbrook, and increased costs to improve and expand the cemetery, it has become necessary to amend the fees for the use of the cemetery;

ENACTMENT:

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

A. The following fees shall be charged and collected for non-residents of Holbrook users of the Holbrook Municipal Cemetery

1. Cost of non-resident standard grave space 5'x10' including perpetual care \$3000.00 (\$75.00) put into perpetual care account)

All residencies will be verified through the Mortuary providing the service.

2. Cost of non-resident infant/child or urn grave space-including perpetual care
(\$25.00 put into perpetual care account ¼ plot urn only in ¼ plot) \$600.00
(\$50.00 put into perpetual care account ½ plot) \$1050.00

*24 hour notice must be given for all burials

B. These rates will become effective thirty (30) days after the passage of this ordinance.

PASSED AND ADOPTED this 8th day of April 2014, by the Mayor and Council of the City of Holbrook, Arizona.

Jeff A. Hill, Mayor

ATTEST:

APPROVED AS TO FORM:

Cher Reyes, CMC, CPM, City Clerk

Sterling Solomon, City Attorney

FUNDS REQUEST FROM HOLBROOK CITY COUNCIL

DATE: 03-19-14

APPLICANTS NAME: Holbrook Grad Night Committee / H.E.L.P

ADDRESS: _____

PHONE NUMBER: _____

NAME OF PERSON REPRESENTING APPLICANT: Sandra Oberitter

CONTACT PHONE NUMBER: _____

NAME OF ORGANIZATION/INDIVIDUAL FUNDS ARE REQUESTED FOR:
HHS Grad Night

EVENT OR NEED FUNDS ARE REQUESTED FOR:
Drug Free Grad Night Party

HAS ORGANIZATION/GROUP REQUESTED FUNDS FROM THE CITY IN THE PAST? Yes

WHAT IS THE TOTAL DOLLAR FIGURE THAT ORGANIZATION/GROUP WILL ATTEMPT TO RAISE? _____

WHAT IS THE DOLLAR AMOUNT EACH INDIVIDUAL MUST RAISE?

WHAT FUND RAISERS HAVE BEEN HELD OR SPONSORED BY ORGANIZATION/GROUP?

WHAT IS DOLLAR AMOUNT ORGANIZATION/GROUP IS REQUESTING FROM THE CITY OF HOLBROOK? \$1500.00

WHO WILL BE ACCOUNTABLE FOR THE FUNDS RECEIVED?
H.E.L.P.

WHAT OTHER ORGANIZATIONS OR BUSINESSES HAVE YOU REQUESTED FUNDS FROM? All local businesses

IF FUNDS ARE GRANTED, HOW WILL THESE FUNDS BENEFIT THE COMMUNITY? To host a drug + alcohol free graduation party

RESOLUTION 14-06

A RESOLUTION OF MAYOR HILL AND COUNCIL MEMBERS OF THE CITY OF HOLBROOK ADOPTING A FAIR HOUSING POLICY, MAKING KNOWN ITS COMMITMENT TO THE PRINCIPLE OF FAIR HOUSING, AND DESCRIBING ACTIONS IT SHALL UNDERTAKE TO AFFIRMATIVELY FURTHER FAIR HOUSING.

Whereas, the Housing and Community Development Act of 1974 as amended requires that all applicants for Community Development Block Grant funds certify that they shall affirmatively further fair housing; and

Whereas, the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 declare a national policy to prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services, on the basis of race, color, religion, sex, disability, familial status or national origin; and

Whereas, fairness in the foundation of the American system and reflects traditional American values; and

Whereas, discriminatory housing practices undermine the strength and vitality of America and its people;

Now, therefore, be it resolved that Mayor Hill and Members of the Council of the City of Holbrook hereby wish all persons living, working, doing business in or traveling through his City to know that: Discrimination in the sale, rental, leasing and financing of housing or land to be used for construction of housing, or in the provision of brokerage services on the basis of race, color, religion, sex, handicap, familial status or national origin is prohibited by Title VIII of the Fair Housing Act Amendments of 1988; and that it is the policy of the City of Holbrook to implement programs, within the constraints of its resources, to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or national origin; and within available resources the City of Holbrook will assist all persons who feel they have been

discriminated against in housing issues on the basis of race color, religion, sex, handicap, familial status or national origin to seek equity under existing federal and state laws to file a complaint with the Arizona Attorney General's Office or the U.S. Department of Housing and Urban Development; and

That the City of Holbrook shall publicize this Resolution and thereby encourage owners of rental properties, developers, builders and others involved with housing to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances; and that the City of Holbrook shall undertake the following actions to additionally "affirmatively further fair housing:"

- Mail the resolution to the following entities in the real estate, banking, and development communities: Wells Fargo Bank, Bank of the West and local realtors.
- Mail this resolution to and contact the following regarding issues relating to Fair Housing:
Holbrook Tribune
- Post resolution on the City's web-site ci.holbrook.az.us
- Mail this resolution to community organizations: NACOG
- Post copies of this Resolution in the following locations: City Hall, Holbrook Police Department and Library.

Done in concurrence with the Holbrook City Council this 8th day of April, 2014.

Jeff A. Hill Mayor

Attest:

Cher Reyes, CMC, CPM, City Clerk

RESOLUTION NO. 14-07

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF
HOLBROOK, ARIZONA, APPROVING THE CITY OF HOLBROOK POLICE
VOLUNTEER PROGRAM STANDARD OPERATING PROCEDURES**

WHEREAS, A.R.S. § 34-502 requires the City Council to develop a policy for the police department to implement operating procedures for the volunteer program; and

WHEREAS, it is in the best interests of the City to deploy and enforce measures and policies involving the volunteers for the police department;

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

Section 1: That the City of Holbrook Police Volunteer Program Standard Operating Procedures (the "Rules"), attached hereto as **Exhibit "A"**, are hereby approved.

Section 2: That the City Clerk is hereby directed to make available the Standard Operating Procedures for review at the City of Holbrook and the Holbrook Police Department.

Section 3: That the Holbrook Police Department shall provide notice of the provision of the operating procedures and make available both electronic and paper copies of the procedures.

PASSED AND ADOPTED by the Mayor and Council of the City of Holbrook, Arizona this ____ day of _____, 2014.

FOR THE CITY OF HOLBROOK:

ATTESTED TO:

Jeff Hill, Mayor

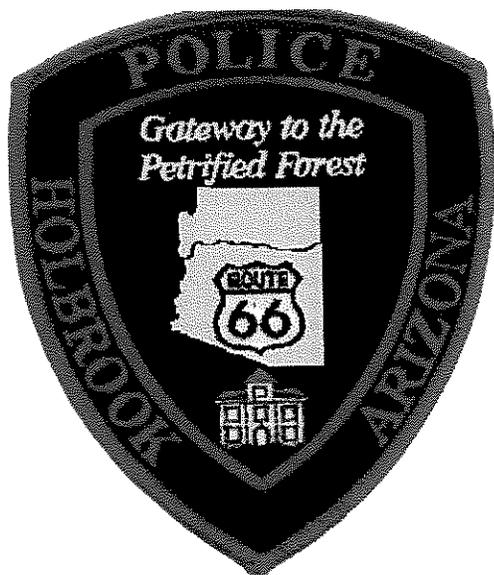
Cher Reyes, City Clerk

APPROVED AS TO FORM:

Dickinson Wright/Mariscal Weeks
Attorneys for the City

Holbrook Police

Volunteer Program



Standard

Operating

Procedures

(Revised & Approved February 1, 2014)

Mark Jackson
Chief of Police

INTRODUCTION:

The Holbrook Police Volunteer Program defines a volunteer as someone who performs service for the department without promise, expectation, or receipt of compensation for services rendered. Volunteers may include unpaid chaplains, unpaid reserve officers, interns, persons providing administrative support, and youth involved in a Law Enforcement Explorer program.

The Holbrook Police Department V.I.P. programs primary function is to support the activities of the Holbrook Police Department by performing neighborhood patrols to prevent crime.

In addition to this primary function V.I.P. members also provide traffic control upon request as well as administrative support and assistance to the Patrol section.

It is the nature of police work that each call is somehow different from every other call; it is therefore very difficult to specifically direct members how to handle each situation they may encounter. These Standard Operating Procedures (SOP) are intended to provide a guide to V.I.P. members during their shift as well as to point out some rules that all members must follow for their own safety. As the V.I.P. section continues to grow standardization of operation for all V.I.P. units are essential.

All V.I.P. members shall complete the basic V.I.P. Academy and must attend any required refresher training class. Members that transfer from another agencies volunteer programs must submit proof of attending a volunteer academy.

V.I.P. members provide a valuable service to their communities and citizens of Holbrook. Members should strive to promote the goals and image of their organization and the Holbrook Police Department.

Confidentiality:

A. With appropriate security clearance, Volunteers may have access to confidential information such as criminal histories or investigative files. Unless otherwise directed by a supervisor or departmental policy, all police information shall be considered confidential. Only that information specifically identified and approved by the Police Chief shall be released. Confidential information shall be given only to persons who have a need and right to know as determined by departmental policy and supervisory personnel.

B. Each Volunteer shall sign a nondisclosure agreement. Subsequent disclosure of any confidential information, verbally in writing, or by any other periodical, release or divulge any information concerning the activities of the agency, or maintain that they represent the agency in such matters without permission from the Police Chief.”

C. Volunteers shall not address public gatherings, appear on radio or television, prepare any article for publication, act as correspondents to a newspaper or other periodical, release or divulge any information concerning the activities of the agency, or maintain that they represent the agency in such matters without permission from the Police Chief.”

Disciplinary procedures/Release:

A. A Volunteer may be removed from the Volunteer program at the discretion of the Police Chief. Termination of Volunteers shall not be subject to due process considerations and Volunteers shall have no property interests in their continued service in the Volunteer program. Volunteers serve at the pleasure of the Chief of Police and interests and rights related to disciplinary procedures and release is not the same as those of paid employees of the city. A Volunteer can be released at any point without cause.

B. An evaluation of the program and Volunteers shall be conducted on an annual basis. As part of the program evaluation, the department may update personnel files and complete a background check for Volunteers. Regular personnel evaluations shall be conducted with Volunteers to ensure the best use of human resources available, to ensure personnel problems can be identified and resolved promptly and fairly, and to ensure optimum service satisfaction for Volunteers.

1. WEAPON POLICY

V.I.P. members shall not carry on his/her person or in the patrol vehicle:

- A. Any Firearm
- B. Any knife (folding pocket knives with blade shorter than three inches are acceptable),
- C. Police batons or blunt weapons
- D. Martial arts type weapons
- E. Any electrical stun device
- F. Any chemical type weapon (**Chemical agents will be used for self defense only!**).

Exception: V.I.P. members who have completed the mandatory training class and have been issued certificates may carry O.C spray.

2. DRIVING REGULATIONS:

- A. No person shall drive a city of Holbrook vehicle without first having first

Attended and passed a defensive driving course structured in

Accordance with the Holbrook Police Departments specifications.

- B. V.I.P. members shall operate department vehicles in accordance with

Arizona laws;

- 1. At no time shall V.I.P. members exceed the posted speed limit.
- 2. V.I.P. personnel are not authorized to operate their patrol vehicle in code 2 or code 3 mode.
- 3. All vehicle occupants shall wear the vehicle safety restraints properly as described by the vehicle manufacturer at all times while the vehicle is in motion. Children being transported in V.I.P. vehicles will be secured in approved child seats.
- 4. Vehicle doors shall remain locked at all times when the vehicle is in motion.
- 5. V.I.P. vehicles are not to be used to push, pull, or jump start any citizen vehicles.
- 6. **V.I.P. members will only operate patrol units designated for Volunteers!**

6. V.I.P. personnel shall not operate a city vehicle considered to be in unsafe Mechanical condition.
7. All V.I.P. members driving or riding in a VIP vehicle must be in proper Uniform at all times.
8. It is preferred that two V.I.P. members be in the patrol vehicle at all times, But one V.I.P. may patrol with supervisor approval.
9. V.I.P. members are not authorized to transport citizens.
"Exceptions" Approved ride –alongs and/or when transports are directed By on duty Officers. Citizens of the opposite sex of V.I.P. members, other Than ride-alongs, require opposite sex mileage reports to dispatch.
10. In the event that an V.I.P. vehicle becomes stuck, disabled or involved in a Traffic accident:
 - A. If stuck or disabled, notify dispatch of your location and problem. A Officer or commercial assistance will be sent to your location.
 - B. If involved in an accident; Under no circumstances leave the accident Scene no matter how minor the accident may be; notify dispatch Of your location and that you have been involved in a 961-adam, 962, or 963-adam. Do not move your patrol vehicle if involved in a 961 unless your vehicle is blocking traffic and creating a traffic hazard. If it is a 962 or 963 request medical assistance from dispatch and do not Move your patrol vehicle except at the direction of a police Officer. Always activate your emergency lights to warn other traffic of the Situation.

5. Alley Lights.
6. Spotlight (If equipped).
7. Horn.
8. Windshield wipers.
9. Turn signals, brake lights, license plate light.
10. Headlights.
11. Patrol Radio.
12. Public address system.
13. Flashlights.
14. Maps.
15. Clipboard.
16. Tool Box contents:
 - a. Flares.
 - b. Traffic vests (one for each member).
 - c. Blanket.
 - d. Raincoats.
 - e. Traffic cones.
 - f. Jumper cables (if available).
 - g. Spare tire (fully inflated).
 - h. Fire extinguisher.
 - i. Blood borne kit.
 - j. First aid kit.
17. Enter beginning vehicle mileage on activity sheet;

18. Ensure that V.I.P. members are in the proper uniform required for V.I.P. members;
19. Advise Dispatch center, via radio, the V.I.P. members who are working by call Signs.

6. DEAD LINING OF PATROL VEHICLES

- A. V.I.P. patrol personnel shall not operate unsafe vehicles in the performance Of their duties.
- B. When a member finds that a patrol vehicle has any of the following safety hazards And these hazards cannot be immediately repaired, the patrol vehicle shall be "dead lined";
 1. Inoperative seat belts.
 2. Seriously worn tires (beyond wear bars).
 3. Inoperative emergency equipment.
 4. Broken cracked windshield which obstructs the driver view. (any cracked Windshield should be replaced as soon as possible).
 5. Steering or front wheel shimmy.
 6. Worn or unreliable equipment.
 7. Inoperative hood or door latches.
 8. Transmission slippage or excessive noise.

c. V.I.P. members who "deadline" a patrol vehicle shall immediately notify the following personnel:

1. V.I.P Supervisor
2. Patrol Lieutenant
3. Chief of Police
4. Attach a sheet of paper to the steering wheels listing the faults of the vehicle
And write in bold lettering "**deadlined**" the date and time that the vehicle
Was deadline and by whom.

7. **ABANDONED VEHICLES**

This is usually a self initiated call, if the abandoned vehicle is off the roadway and not likely to become a traffic hazard, an abandoned vehicle check may be initiated at the VIP's discretion. Should either patrol partner feel uncomfortable with the situation, a check should not be initiated. If a check is not initiated the dispatch center should be notified of the location and description of the abandoned vehicle so that enforcement Officers may be dispatched.

A. **Procedure for checking abandoned vehicles**

1. Pull the patrol vehicle behind the abandoned vehicle and turn on the emergency Lights, ensure that the patrol vehicle does not create a traffic hazard.
2. Initiate a 10-28/10/29 check through the dispatch center before approaching the Vehicle (remember to give your location, color and make of the vehicle if known.

3. After receiving the 10-29 information from dispatch and there are no wants or Warrants on the vehicle and it appears safe to approach, one V.I.P. member may Exit the patrol vehicle and conduct the abandoned vehicle check.
“Never stand between the patrol vehicle and the abandoned vehicle”
4. If no occupants are in the vehicle and/or the vehicle does appear to be abandoned, A abandoned vehicle tag should be filled out and placed on the rear window of the Vehicle (**assuming no tag has been previously been placed on the vehicle**)
5. Request a D.R. number from dispatch and fill out the miscellaneous report on the Incident before going off duty for the shift. Clear the abandoned vehicle and Continue patrol.

8. VEHICLES BLOCKING ROADWAY

A. Procedure for a blocking vehicle

1. Park behind the vehicle and activate patrol vehicle emergency lights.
 - a. If blocking vehicle is just over the crest of a hill or in a position that is obscured from approaching traffic’s view, place the patrol vehicle where its emergency lights can be easily seen by other traffic.
2. Notify the dispatch center of the location, description of the vehicle, Circumstances involved, and if assistance is needed.
3. If the blocking vehicle cannot move under it’s own power and it is in a Hazardous position (within traffic lanes, etc), other traffic control Diversion may be required.

4. If other traffic control/devices is required, traffic cones and or flares may be

Used to divert traffic around the blocking vehicle.

- a. Never direct/divert traffic into opposing traffic lane without having another V.I.P. member or police officer present to assist in directing traffic safely.

5. NEVER STAND BETWEEN THE PATROL VEHICLE AND THE BLOCKING VEHICLE.

6. Do not leave a vehicle unattended which is blocking or a hazard unless so Directed by a supervisor or another police officer.

9. STRANDED MOTORIST

A stranded motorist (code-34) may be handled in much the same manner as a blocking or abandoned vehicle. If either VIP member feels uncomfortable stopping for a stranded motorist do not stop.

A. Not stopping for a stranded motorist

1. Notify dispatch center of the location and description of the stranded Vehicle and request a law enforcement officer to respond.
2. If possible advise dispatch of the number and sex of the occupants in the Stranded vehicle.
3. If able to obtain the license plate number of the stranded vehicle, request Dispatch to run a 10-28/ 10/29 on the plate.

B. Stopping for a stranded motorist

1. Advise dispatch that you are stopping for a code-34 giving location,
Vehicle description (with license plate number and state), number
And sex of all occupants (if possible).
2. Park behind the stranded vehicle and activate the patrol vehicles emergency
Lighting.
3. If you feel comfortable exiting your vehicle you may do so or allow stranded
Motorist to walk to your patrol vehicle .
 - a. One V.I.P. member should always remain in the patrol vehicle to notify
dispatch should an emergency arise.
4. **Never stand between the patrol vehicle and the stranded vehicle.**
5. Determine the problem with the stranded vehicle (flat tire, out of gas).
6. Determine if the stranded motorist requests a tow truck/service truck
Or if you can call someone for them. If assistance is requested notify
Dispatch.
7. Do not transport the stranded motorist unless they are known to you and your
both V.I.P. members feel comfortable transporting the motorist.
8. Using jumper cables on, pushing or towing another vehicle is **Prohibited!**
Unless directed by the on duty Officers.

10. FIRE CALLS & TRAFFIC ACCIDENTS

V.I.P. members will provide crowd and traffic control only. All reports will be
Completed by Holbrook Officers.

11. TRAFFIC HAZARDS

A. V.I.P. members may stop and remove debris from the roadway and/or call for

For city roads department or an Officer to assist in removal of large debris.

V.I.P. members will notify dispatch when they stop to remove debris from the roadway.

B. Identification of livestock and providing traffic warning/direction due to livestock

In the roadway is permitted. Attempts to remove livestock from the roadway via use

Of patrol vehicle and/or by foot is prohibited. If a V.I.P. member knows who owns

The livestock, the owner may be summoned to the scene via dispatch.

12. WELFARE CHECKS

V.I.P. members may respond to check on the welfare of elderly/invalid people. Welfare

Checks for incidents that may be or have been involved in domestic disputes is strictly

Prohibited.

13. EMERGENCY MESSAGES

V.I.P. members are prohibited from delivery of emergency messages to family members.

Officers or other law enforcement officers are tasked with delivering emergency

Messages due to the potential for violence which some families exhibit towards law

Enforcement.

14. HOUSE SECURITY CHECKS

Provided that home owners have completed a "house watch request" and V.I.P.

Members feel comfortable, members may walk around closed or vacation homes during daylight hours only. After darkness V.I.P. members may check on closed or vacation

Homes by using their patrol vehicle spotlight.

15. MISCELLANEOUS

V.I.P. members shall not initiate or take reports of lost/found property, criminal damage,

Theft or traffic accidents except when answering the telephone at the police station.

Any calls for service will be directed to the dispatch center.

16. TIPS & HINTS

A. Check with the dispatch center and the department records clerk for requested

Home checks. Request form must have been completed by the home owner.

B. Do not indiscriminate shine or spot light or alley lights into/onto homes or

Businesses. Spotlight may be used to light up a closed or vacation home after

Darkness provided a "house watch request" has been completed by the home

Owner.

C. While patrolling neighborhoods always be aware of people and vehicle activity.

1. Unusual activity e.g., moving property from homes or businesses open or

Closed should immediately be reported to the dispatch center. Move to

A safe location (reported to dispatch) and await arrival of an Officer.

2. If an open door or gate is observed or an audible alarm is heard, keep
The property in sight at a safe distance and immediately notify the dispatch
Center. **DO NOT ENTER THE PROPERTY FOR ANY REASON!**

- D. When performing traffic control or when entering/exiting the patrol vehicle
ALWAYS WATCH FOR VEHICULAR TRAFFIC . Vehicle collisions kill more police
Officers than guns and knives.
 1. Motorists are extremely curious of police vehicle activities, especially
When the emergency lights are activated.
 2. Motorists most often watch the police vehicle rather than where they are
Aiming their vehicles.
 3. Intoxicated drivers often "home in" on emergency lights especially during
Hours of darkness.
 4. Sleepy/ fatigued or inattentive people drive at all hours.
 5. Never turn your back to oncoming traffic. Always plan an escape route from
Danger when directing traffic.

- F. **NEVER, NEVER, NEVER, stand in front of your patrol vehicle or
between vehicles when alone along the side of the road.**

17. ENDING TOUR OF DUTY

- A.** Place memos listing vehicle deficiencies, etc. in the VIP supervisor's box so that repair work can be completed on the vehicle.
- B.** Turn in a completed activity sheet and any reports before leaving the Office

18. USE OF HOLBROOK POLICE DEPARTMENT FACILITIES

VIP'S will be permitted un-escorted entry into the HPD facilities provided

They:

- A.** Know their destination.
- B.** Display their issued I.D. card or dress in appropriate uniform.
- C.** Are either scheduled to work or have an appointment and the person/section they are to visit specifically authorizes their entry.
- D.** Entry into critical/restricted areas such as evidence, investigations or records room without an escort.

19. UNIFORMS

- A.** Uniforms are not authorized until VIP members have passed the VIP academy course.
- B.** Hat optional

C. Hats: All personnel are authorized to wear a baseball cap; solid front of Black solid or mesh rear of black; front portion bearing (Police volunteer in gold lettering).

D. Stocking caps: A black stocking or bennie will be authorized during cold weather.

E. Shirts: The Law Pro grey/black uniform shirt is the only uniform shirt authorized the shirt shall be grey in color with black pocket flaps and black emblems on the shoulder. All VIP's will be issued one short and one long sleeve shirt, any extras will be furnished by the VIP.

F. Trousers: Black Dickie style pants, black skirts are optional.

G. Jacket: Black police style.

H. Belt: Black basket weave leather, brass buckle. Authorized for all activities.

I. Shoes/Boots: Black leather, high or low ankle optional, plain toe preferred. **SHOES/BOOTS MUST BE SHINABLE**

J. Name Tags & Patches: Name tags shall be a gold engraved bar with black letters worn only on uniform shirts Embroidered black name strip with gold letters may be worn on police style jackets. The Embroidered police volunteer badge is the only Badge authorized for wear on all uniforms.

K. Shoulder Patch:

The Holbrook Police department shoulder patch will be worn on both sleeves with the volunteer rocker on top of the patch.

20. GENERAL

A. All VIP personnel are required to wear a uniform while performing in public except when driving in the patrol vehicle to perform service, Maintenance, wash the vehicle or as otherwise specified in this manual.

B. Wearing the uniform

- 1.** The uniform will be worn only when performing duties authorized by the Holbrook Police Department (official meetings, office duty, etc.)
- 2.** The uniform will be maintained in good repair and clean when worn.
- 3.** The uniform will not be mixed with civilian attire, except as specified. This applies to those identifiable items such as shirts, jackets and hats/caps with uniform patches affixed. Common- use items like trousers, skirts, shoes and ties are not controlled.
- 4.** A whistle will not be worn as an accessory to the uniform. A whistle May be carried by the VIP member and used as situations dictate.
- 5.** Appropriate action will be taken when the uniform is worn under Conditions which may discredit the VIP or the Holbrook Police Department.

C. Time Sheets

VIP personnel shall utilize a standardized "daily" and "monthly" time Sheet to track all of their work activities. (see attached forms) Work Time may be logged between the time that members depart from and Return to their residence.

21. GENERAL RULES

- 1.** All VIP members will keep the Police Department updated with his/her current address and phone number at all times.
- 2.** All members will attend orientation and training as scheduled by the Department, and will undertake continuing training/education when Provided by the department.
- 3.** All members will respect the function of the department's paid Staff and contribute to maintaining a smooth working relationship.
- 4.** Members will carry out assignments in good spirit and will seek assistance from department personnel in any situation requiring special attention.
- 5.** All members will respect the department's right to dismiss any Volunteer for such reasons as poor performance, poor attitude And unwillingness to accept direction.
- 6.** Any member whom finds it necessary to resign as a VIP member Should notify the Chief of Police in writing two weeks in advance

Of the resignation request. This procedure also pertains to significant Leaves of absence.

7. All members will exercise caution when acting on the Department's behalf in any situation.
8. All Volunteers will be punctual for all assignments.
9. The Volunteer shall immediately report to the Chief of Police any Incident in which he/she is involved in a criminal investigation or any Incident in which he/she is issued a traffic citation.
10. All Volunteers are required to work a minimum of 12 hours per month.

22. CONDUCT

1. Volunteers shall not take more than one 15 minute break per four hour shift.
2. All Volunteers should use common courtesy at all times.
3. No Volunteer shall report for duty or be on duty while under the influence of alcohol or drugs.
4. Volunteers may not work if they are required to take medications Which cause drowsiness or which may hamper their ability to perform their work assignment.

23. SAFETY REGULATIONS

- 1.** Volunteer's under no circumstances, will take any enforcement action. Volunteer's will call a uniformed Police Officer.
- 2.** Volunteer's will not carry any form of weapon or employ as such unless they are authorized and have been certified to use it.
- 3.** Volunteer's will use carried non lethal weapons as a defense only, these weapons will never be use offensive unless directed by a uniformed Police Officer in extreme emergencies.
- 4.** Volunteers shall never enter a hazardous situation. Call a sworn Officer.
- 5.** Volunteer's will never present themselves as a sworn Police Officer's.
- 6.** Volunteer's will not stop, chase, detain or field interview anyone.

24. VOUNTEER IDENTIFICATION

- 1.** All volunteer's will be required to either be in the Volunteer uniform or to clearly display their identification card while on duty or in a department facility or vehicle.
- 2.** At no time is the identification card or uniform to be used in any attempt to gain favorable treatment or gratuities for the volunteer.

The identification card is also not to be used for general identification purposes such as check cashing privileges.

25. USE OF DEPARTMENT VEHICLE

- 1.** Volunteers while on duty and operating a department vehicle will have their current Arizona drivers license.
- 2.** Only those volunteers that have been given specific authorization and training shall operate a department vehicle.
- 3.** No Volunteer shall use a department vehicle for any purpose other than for their official duties.
- 4.** Volunteer's shall not transport people unless they have permission from the on duty patrol Sergeant. At no time will a Volunteer transport any arrested person for a patrol Officer.
- 5.** Vehicle doors shall be locked and windows rolled up prior to the Department vehicle being left unattended.
- 6.** Volunteer's will not allow any unauthorized person to operate a Department vehicle at any time.
- 7.** Any traffic accident or other damage involving a department vehicle shall be reported to the dispatch center and then reported to the supervisor on duty.
- 8.** Volunteer's operating a department vehicle is responsible for making sure the vehicle is gassed, and ready for safe operation prior to and after its use.

10. Any repairs or service needed are to be submitted in writing to the VIP supervisor.

11. Volunteer's shall not leave the Holbrook city limits while on duty in a department vehicle without permission from the Chief of Police.

12. Volunteer's will never exceed the posted speed limit, or attempt to stop another vehicle. Volunteers shall obey all traffic laws.

26. DEPARTMENT RADIOS

1. Only those volunteers receiving proper training in the use of the police radio shall be allowed to use it.

2. The police radio will be for the purpose of activities related to the city of Holbrook only, and shall be left on the appropriate channel at all times. (NCSO district one channel.)

3. Volunteer call signs (ie V-301) shall be used when talking on the police radio. Do not use personal identifiers of Volunteers or police personnel.

4. Volunteers will never use profanity or inappropriate language on the department radios.

27. UNIFORMS

1. Volunteer uniforms will be selected and controlled by the Chief of Police.

- 2.** All issued articles are the property of the Holbrook Police Department and must be returned upon separation from the Volunteer program.
- 3.** Volunteer uniforms are expected to be kept clean, and free of tears Or stains and presentable at all times. All brass including name plates Are expected to be shined and polished.
- 4.** Uniforms or any part of the Volunteer uniform shall not be worn When the volunteer is not in the performance of duty.

ORDINANCE 14-04

AN ORDINANCE OF THE CITY OF HOLBROOK, ARIZONA, ESTABLISHING FEES FOR RECREATIONAL AND TOURISM EVENTS SPONSORED BY THE CITY OF HOLBROOK IN THE CITY OF HOLBROOK

BE IT ORDAINED by the Mayor and Council of the City of Holbrook, Arizona that the fees for recreational and tourism events the City of Holbrook sponsors shall be as follows:

\$25.00 for 17 years and under

\$30.00 for Early Bird Registration-30 days prior to event for ages 18 and over

\$40.00 for ages 18 and over

\$20.00 Vendor Fee for one day events

\$40.00 Vendor Fee for two day events

\$10.00 Electric Fee per day if needed

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF HOLBROOK ON THIS 22 DAY OF April, 2014.

Jeff Hill, Mayor

ATTEST:

APPROVED AS TO FORM:

Cher Reyes, CMC, CPM, City Clerk

Sterling T. Solomon, Attorney

CITY OF HOLBROOK
INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This INDEPENDENT CONTRACTOR SERVICES AGREEMENT (the "Agreement") is entered into by and between _____, (the "Contractor") and the City of Holbrook, a political subdivision of the State of Arizona ("City"), effective as of _____, 2014 (the "Effective Date"). City and Contractor may be referred to in this Agreement collectively as the "parties" and each individually as a "party".

RECITALS

WHEREAS:

- A. City requires the services of an independent contractor to provide landfill services for municipal solid waste, including hauling roll-offs (hereinafter "Services"); and
- B. City requested quotations (the "RFB"), in order to obtain these Services; and
- C. The Contractor submitted the successful quotation; and
- D. City desires to contract with the Contractor to provide these Services; and
- E. The Contractor is ready, willing, and able to provide the Services.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and City agree as follows:

AGREEMENTS

1. SCOPE OF SERVICES

Contractor shall provide the Services described in the Scope of Services attached hereto as **Exhibit "A"** (the "Services"). All work shall be reviewed and approved by City's Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Contractor of any liability for improper, negligent or inadequate services rendered pursuant to this Agreement.

The scope of services to be performed is outlined in Request for Bids and in the submitted proposal. The RFB is attached as **Exhibit "B"**. The Contractor's proposal is attached as **Exhibit "C"**. Unless otherwise noted herein, in case of a conflict between the terms of the Agreement and the terms of any other document related to the Services, the terms of this Agreement shall prevail. Agreement to the terms set forth herein is a material and necessary precondition and inducement to City for entering into the Agreement with Contractor.

In the event the Services cannot be completed within the time specified, the Contract Administrator may approve a change order extending the time for completion of the work when she/he determines it is in the best interest of City to do so, for such period as the Contract Administrator deems reasonable. A change order extending the time for completion of the Services pursuant to this subparagraph shall not entitle Contractor to additional compensation.

2. ADDITIONAL SERVICES OR ALTERATIONS

The entire Scope of Services to be performed in accordance with this Agreement is set for in **Exhibit "A"**. Services which are not included in **Exhibit "A"** will be considered "Additional Services". The Contractor shall not perform such Additional Services without the prior written authorization in the form of an

approved change order or contract amendment from City. In the event the Contractor performs such Additional Services without prior written authorization from City, it shall be presumed that the Additional Services were included in the Scope of Services and Contractor shall not be permitted to request or receive any additional compensation for such Additional Services.

3. ACCEPTANCE

All materials or services are subject to final inspection and acceptance by City. Materials or services failing to conform to the specifications of this Agreement shall be held at Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. City may elect to do any or all of the following: (i) waive the non-conformance; (ii) stop the work immediately; (iii) bring materials into compliance; (iv) terminate the agreement and seek all remedies available in law and in equity. This shall be accomplished by a written determination by City.

4. FEES

The amount paid to the Contractor under this Agreement, including reimbursable expenses, shall not exceed \$ _____. Contractor shall be paid according to the schedule set forth in **Exhibit "A"**.

Contractor shall submit to City a monthly invoice describing the Services performed. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted by the Contractor for the work completed through the last day of the preceding calendar month. The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Contractor on a monthly basis. Monthly billings shall be accompanied by such documentation as the Contract Administrator may require for his/her determination of work performed and payment due.

All Expenses incurred by the Contractor under this Agreement are to be covered under the total contract compensation amount.

5. TERM OF AGREEMENT

This Agreement shall be in full force and effect when approved and signed by City. The Contractor shall proceed with providing the Services immediately upon receipt of a notice to proceed issued by the Contract Administrator. The first term of this Agreement shall be from the Effective Date thru _____. This Agreement may be renewed in writing, signed by both parties, for up to Four (4) additional (12) month periods upon the same terms and conditions. In the event no renewal is executed on or before the anniversary of the Effective Date, this Agreement shall automatically terminate at midnight on the day preceding the anniversary.

6. WARRANTIES

Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from the date of acceptance by City against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Contractor at no obligation to City except where it is shown that the defect was caused solely by misuse by City. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specifications shall be fully corrected by the Contractor (including parts, labor, shipping or freight) without cost to City. This includes any necessary labor to remove, repair, install, or to ship or transport any item to a point of repair and return. It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modifications necessary for specification or legal compliance.

Contractor expressly warrants that all goods and Services furnished under this Agreement shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship.

The Contractor warrants that the materials supplied under this Agreement are free of liens. Unless otherwise modified elsewhere in this Agreement, the Contractor warrants that for one year after acceptance by City of materials and Services, they shall be: (i) of a quality to pass without objection in the trade under the agreement description; (ii) fit for the intended purposes for which the materials and Services are used; (iii) within variations permitted by the Agreement and are of even kind, quality, and quality within each unit and among all units; (iv) adequately contained, packaged and marked as the Agreement may require; and (v) conforming to the written promises or affirmations of fact made by the Contractor. The Contractor warrants that any materials and Services supplied shall be fit for all purposes and uses required by the Agreement. The warranties set forth herein are not affected by inspection, testing of or payment for the materials or Services by City. The materials and Services supplied under this Agreement shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits. Contractor warrants that all materials (including software and hardware) and Services delivered under this Agreement will conform to the requirements of this Agreement (including all applicable descriptions, specifications, drawings and samples), and will be free from defects in material and workmanship and will be free from defects in design and fit for the intended purpose. Any inspection or acceptance of the goods by City shall not alter or affect the obligation of Contractor or the rights of City under the foregoing warranties. All representations and warranties made by the Contractor under this Agreement shall survive the expiration or termination hereof. The Contractor shall, in accordance with all terms and condition of the Agreement, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Administrator, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of the Agreement.

Contractor's warranty shall run to City, its successors and assigns.

7. TERMINATION OF AGREEMENT, OR PORTIONS OF SERVICES

City has the right to terminate, suspend or abandon this Agreement for cause or convenience, or to terminate any portion of the Services which have not been performed by the Contractor.

Termination for Convenience. City may terminate this Agreement, or any part thereof for its sole convenience, at any time without penalty or recourse. Contractor shall receive payment for Services satisfactorily completed and accepted by City, as determined by City in its reasonable discretion, based on the Scope of Services and schedule for payment. This fee shall be in an amount to be mutually agreed-upon by the Contractor and the City, based upon the Scope of Services set forth in **Exhibit "A"** and the payment schedule set forth in Article 4 of this Agreement. If mutual agreement between the parties cannot be reached after reasonable negotiation, the Contract Administrator shall determine the percentage of satisfactory completion of each task set forth in the Scope of Services and the amount of compensation Contractor is entitled for such work, and the Contract Administrator's determination in this regard shall be final. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to City. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Agreement shall become the property of and be delivered to City. City shall make such final payment within 60 days after the Contractor has delivered the last of the partially completed items.

If for any reason the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, City may withhold from payment due to the Contractor such amounts as are necessary to protect City's position for the purpose of set-off until such time as the exact amount of damages due to City from Contractor is determined by a court of competent jurisdiction.

Termination for Cause/Remedies: City reserves the right to terminate the agreement or any part thereof for cause, upon such written notice shall be reasonable in the circumstances. Cause as used herein shall include but not limited to:

- (A) The Contractor fails to adequately perform the Services set forth in the Agreement;
- (B) The Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that the Contractor will not or cannot perform to the requirements of the Agreement.

The Contractor shall have ten (10) days from receipt of City's written notice to provide a response to City that is satisfactory to City, in its sole discretion, regarding the cause and the steps the Contractor has or will undertake to address all issues of concern. In the event the Contractor fails to address any issue of concern City may, at its sole option, pursue one or more of the following remedies:

- (A) Cancel any agreement;
- (B) Reserve all rights or claims to damage for breach of any covenants of the Agreement;
- (C) Complete the Services using its own or contracted personnel. City may recover any actual excess costs from the Contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or;

Any combination of the above or any other remedies as provided by law.

8. INDEPENDENT CONTRACTOR

It is understood that Contractor shall be an independent Contractor with respect to Services provided under this Agreement, and shall not be deemed to be a partner, employee, joint venturer, agent or to have any other legal relationship with City. Except as otherwise expressly provided herein, City shall not be responsible for the payment of any taxes, permit fees or licenses incurred or required by Contractor in order to perform Services under this Agreement. Contractor understands that the Contractor is responsible to pay, according to law, the Contractor's income tax, and this may include Contractor's self-employment, social security, and other taxes. As an independent Contractor, Contractor is responsible for providing all workers' compensation insurance required by law. Contractor shall be solely responsible for the acts and omissions of its officers, agents, servants, and employees.

9. AMENDMENT AND ENTIRETY OF CONTRACT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereto and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

10. RECORDS AND OWNERSHIP OF WORK PRODUCT

The Contractor agrees:

- (A) To submit all reports and invoices specified in this Agreement in a timely manner.
- (B) To preserve and make available all records for a period of five (5) years from the date of final payment under this Agreement and for such period of time as is required by any other paragraph of this Agreement including the following:

- i. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for such a period of five (5) years from the date of any such termination.
- ii. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this Agreement or to costs and expenses of this Agreement to which exception has been taken by City shall be retained by the Contractor until such appeals, litigations, claims or exceptions have been finally resolved.
- iii. If any litigation, claim or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

(C) All documents and other work product generated on behalf of City in connection with this Agreement (except for Contractor's notes for internal use) are the property of City. Contractor agrees that all work product constitutes works "made for hire." In the event any such materials are not works "made for hire," Contractor hereby assigns to City all rights in such materials and copyrights therein.

11. CONFLICT OF INTEREST

During the term of this Agreement, Contractor shall not knowingly accept or receive any compensation, fees, expenses, or other thing of monetary value from any person, agency, firm or enterprise with interests in conflict with those of City. In the event of an unanticipated conflict of interest arises, Contractor shall immediately so inform City. During the term of this Agreement, Contractor shall not undertake representation of other local government agencies on the matters stated in the Scope of Services, except as expressly authorized by City.

12. APPROVAL BY CITY

Before this Agreement shall become effective and binding upon City, it must be approved by City's Manager and/or City Council. In the event that the City Manager and/or City Council fails or refuses to approve this Agreement, or approve funding for the Agreement, it shall be null and void and of no effect whatsoever.

13. NON-ASSIGNMENT

Neither this Agreement, nor any obligation of the Contractor hereunder, shall be assigned in whole or in part by Contractor without the prior written consent of City and such attempted assignment shall be null and void and a material breach of this Agreement and shall transfer no rights to the purported assignee.

The Contractor may engage such subcontractors or professional associates as Contractor may deem necessary or desirable for the timely and successful completion of this Agreement. However, the use of such subcontractors or professional associates for the performance of any part of the services specified in **Exhibit "A"** shall be subject to the prior written approval of City. Contractor shall submit a complete list of subcontractors on **Exhibit "D"** and will update **Exhibit "D"** during the term of the Agreement, should the status of said subcontractors change. Employment of such subcontractors or professional associates in order to complete the Services set forth in **Exhibit "A"** shall not entitle Contractor to additional compensation beyond that set forth in Article 4. The Contractor shall be responsible for and shall warrant all Services including work delegated to such subcontractors or professional associates.

14. CANCELLATION OF AGREEMENT

Pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Agreement is subject to cancellation by City if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of City is, at any time

while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

15. COMPLIANCE WITH LAWS AND NON-DISCRIMINATION

In the performance of services hereunder, Contractor shall comply with all applicable state, federal and local laws or regulations. Without limiting the foregoing, Contractor shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975 and Federal Executive Order No. 11246, State Executive Order No. 99-4 and A.R.S. § 41-1461 et. seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have access to employment opportunities. The Contractor shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in delivering contract services.

16. COMPLIANCE WITH IMMIGRATION LAWS

Pursuant to the provisions of A.R.S. § 41-4401, Contractor warrants to City that Contractor and all its subcontractors are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). Contractor acknowledges that a breach of this warranty by Contractor or any of its subcontractors is a material breach of this Contract subject to penalties up to and including termination of this Contract or any subcontract. City retains the legal right to inspect the papers of any employee of Contractor or any subcontractor who works on this Contract to ensure compliance with this warranty.

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

City will not consider Contractor or any of its subcontractors in material breach of the foregoing warranty if Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

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

17. OWNERSHIP OF DOCUMENTS

All documents including but not limited to data computation, studies, reports, design notes and any original drawings which are prepared in the performance of this Agreement are to be and remain the property of City and are to be delivered to the Contract Administrator before final payment under this Agreement is made to the Contractor or upon termination, abandonment, or suspension of this Agreement for any reason.

18. INDEMNIFICATION

The Contractor shall at all times indemnify, keep indemnified, defend and save harmless City and any of its council members, agents, officials and employees from any and all claims, demands, suits, actions,

proceedings, loss, costs and/or damages of every kind and description including any attorney's fees and/or litigation expenses which may be brought or made against or incurred by City on account of loss of or damage to any property or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Contractor or its subcontractors or claims under similar laws or obligations. The Contractor's obligations under this paragraph shall not extend to any liability caused by the sole negligence of City or its employees.

In the event that any action or proceeding shall at any time be brought against City by reason of any claim referred to in this Article, the Contractor, at Contractor's sole cost and upon at least 10 day's written notice from City, shall defend the same with counsel acceptable to City, in City's sole discretion. The Contractor's obligations under this Article shall survive the expiration or earlier termination of this Agreement. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this Article and shall not be construed in any way to limit the scope and magnitude of this Indemnification, nor shall this Indemnification be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

19. INDEMNIFICATION-PATENT, COPYRIGHT AND TRADEMARK

Contractor shall identify and hold harmless City against any liability, including costs and expenses, for infringement of any patent, copyright or trademark or other proprietary rights of any third parties arising out of Agreement performance or use by City of materials furnished or Services performed under this Agreement. The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any claim, suit or proceeding which is, has been, or may be brought against City and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this Agreement and the Contractor further agrees to indemnify City against any and all expenses, losses royalties, profits and damages including courts' costs and attorney's fees resulting from the bringing of such suit or proceeding including any settlement or decree of judgment entered therein. It is expressly agreed by the Contractor that these covenants are irrevocable and perpetual.

20. CHANGES

Any changes to this Agreement shall be made in writing and signed by both parties.

21. NO AUTHORITY TO BIND CITY

The Contractor has no authority to enter into contracts or agreements on behalf of City, or in the name of City, and nothing in this Agreement is to be construed to provide such authority.

22. DECLARATION BY CONTRACTOR

Contractor declares that the Contractor has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement.

23. NOTICE

Unless otherwise provided herein, demands or notices under this Agreement will be in writing and will be deemed to have been duly given and received either (a) on the date of services if personally delivered to the party to whom notice is to be given, or (b) on the 3rd day after the date of the postmark of deposit by first class United States mail, registered or certified postage prepaid and properly addressed according to the party's place of business as set forth above.

24. WAIVER AND SEVERABILITY

None of the provisions of this Contract shall be deemed to have been waived by an act or knowledge of any party or its agents or employees, but only by a specific written waiver signed by an authorized officer of such party and delivered to the other party. A waiver of any part of this Agreement, whether express or by conduct, shall not constitute a continuing waiver of such part (unless explicitly stated to be so), or a waiver of any other part, nor shall a waiver of any breach of this Agreement, or any part of it, whether express or by conduct, constitute a waiver of any succeeding breach. The provisions of this Agreement shall be severable such that if any provision shall be deemed to be invalid and unenforceable for any reason, such invalidity or unenforceability shall not affect the remaining provisions hereof.

25. INSURANCE

- (A) The Contractor shall provide and maintain and cause any subcontractors to provide and maintain appropriate insurance. In no event shall the total coverage be less than the minimum insurance coverage specified below:
 - i. Commercial General Liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence.
 - ii. Automobile Liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence.
- (B) The Contractor shall name City, its council members, agents, officials and employees as additional insureds and shall specify that the insurance afforded by the Contractor shall be primary insurance and that any insurance coverage carried or self-insurance by City, any department or employee shall be excess coverage and not contributory insurance to that provided by the Contractor. Said policy shall contain a severability of interest provision. City reserves the right to continue payment of premium for which reimbursement shall be deducted from amounts due or subsequently due Contractor.
- (C) Failure on the part of the Contractor to procure and maintain the requested liability insurance and provide proof thereof to City within ten (10) days following the commencement of a new policy, shall constitute a material breach of the Agreement upon which City may immediately terminate this Agreement. Within ten (10) days of signing this Agreement, the Contractor shall furnish the City with copies of the Certificate of Insurance drawn in conformity with the above insurance requirements. City reserves the right to request and receive certified copies of any or all of the above policies and endorsements.
- (D) The Contractor agrees to comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers' compensation coverage shall be provided within ten (10) days of signing this Agreement. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for City.
- (E) The Contractor is primarily responsible for the risk management of its Services under this Agreement, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. City reserves the right to amend the requirements herein at any time during the Agreement subject to at least 30 days written notice. The Contractor shall require any and all subcontractors to maintain insurance as required herein naming City and Contractor as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance. The Contractor's insurance coverage shall be primary insurance with respect to all other available

sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provision of this Agreement. To the extent permitted by law, Contractor waives all rights of subrogation or similar rights against City, its representatives, agents, and employees. All insurance policies, except Workers' Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, City, its council members, agents, representatives, officers, directors, officials and employees as Additional Insureds. City reserves the right to require complete copies of all insurance policies required by this Agreement at any time. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

26. COUNTERPARTS

This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original, but all of which together shall constitute one and the same instrument, binding on all of the parties. The parties agree that this Agreement may be transmitted between them via facsimile. The parties intend that faxed signatures constitute original signatures and that a faxed agreement containing the signatures (original or faxed) of all the parties is binding upon the parties.

27. INCORPORATION OF RECITALS

The Recitals are acknowledged by the parties to be substantially true and correct, and hereby incorporated as agreements of the parties.

28. ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees and reasonable costs and expenses (including expert witness fees), determined by the arbitrator or court sitting without a jury, which fees shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

29. CONSTRUCTION

The terms and provisions of this Agreement represent the results of negotiations between the parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and the parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the party whose attorney prepared the executed Agreement or any earlier draft of the same.

30. DISPUTES, GOVERNING LAW

Should any dispute, misunderstanding or conflict arise as to the terms or provisions contained in this Agreement, the matter shall first be referred to City, and City shall determine the term or provision's true intent and meaning.

This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. Any action brought to interpret, enforce, or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Navajo (or, as may be appropriate, in the Justice Courts of Navajo County, Arizona or in the United States District

Court for the District of Arizona, if but only if, the Superior Court lacks or declines jurisdiction over such action). The parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

31. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. The Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.

32. LICENSES

Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operations of the business conducted by Contractor and the Services to be provided under this Agreement.

33. PERMITS AND RESPONSIBILITIES

Contractor, shall, without additional expense to City, be responsible for obtaining any necessary licenses and permits and for complying with any applicable Federal, State, County and Municipal Laws, codes and regulations in connection with the execution of the work, provision of Services and provision of materials.

34. LIENS

Contractor shall hold City harmless from claimants supplying labor or materials to the Contractor or subcontractors in the performance of the Services under this Agreement. Contractor shall deliver appropriate written releases, in statutory form, of all liens to City.

35. NON-EXCLUSIVE REMEDIES

The rights and the remedies of City under this Agreement are not exclusive. City shall be entitled to offset against any sums due to Contractor, any expenses or costs incurred by City, or damages assessed by City concerning Contractor's non-conforming performance or failure to perform the Agreement, including costs and damages incurred by City.

36. TAXES

Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Agreement. City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

37. INCORPORATION BY REFERENCE

All Exhibits to this Agreement are fully incorporated herein as though set forth at length herein.

38. SURVIVAL

All warranties, representations and indemnification by Contractor shall survive the completion or termination of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Contractor and City have caused this document to be executed by their duly authorized representatives, this ___ date of _____, 2014.

CITY OF HOLBROOK:

CONTRACTOR:

By: _____

By: _____

ATTEST:

City Clerk

REVIEWED AS TO FORM:

Dickinson Wright/Mariscal Weeks
City Attorneys

PHOENIX 54224-1 129683v1



Blue Hills Environmental Association, Inc.

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

St. Johns, AZ 85936

(928) 337-2357 Fax (928) 337-3115

Exhibit A

March 21, 2014

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

Re: Landfill

Blue Hills Environmental has enjoyed the working relationship that we have developed with the City of Holbrook over the last several years. We look forward to helping the City of Holbrook with its Solid Waste needs.

Tonnage fees: \$21.50 per ton
Two Bin Pulls from Holbrook: \$350.00

Thank you,

Ray Davis
Manager