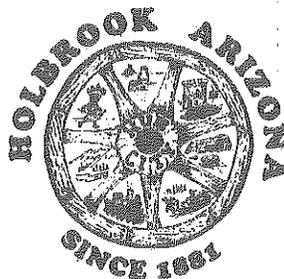

465 First Avenue
P.O. Box 970
Holbrook, AZ 86025

CITY OF HOLBROOK



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

AGENDA
CITY COUNCIL WORK SESSION
MAY 24, 2016
IMMEDIATELY FOLLOWING THE REGULAR COUNCIL MEETING

The items listed below are for discussion.

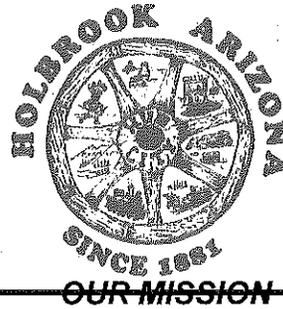
A. Fiscal Year End 2017 budget.

Dated this 17th Day of May 2016


Cher Reyes, CMC, CPM, City Clerk

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Holbrook, AZ 86025

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

AGENDA

REGULAR CITY COUNCIL MEETING

MAY 24, 2016

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. Electronic versions of this agenda can be found at www.ci.holbrook.az.us.

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

- 1) CALL TO ORDER:
- 2) ROLL CALL:
- 3) PLEDGE OF ALLEGIANCE/INVOCATION:
- 4) PUBLIC ANNOUNCEMENTS AND PRESENTATIONS (Please limit to 10 minutes).
- 5) CALL TO THE AUDIENCE:
The City Council welcomes public comment at this time only for items listed on this Agenda. There is a five minute time limit per citizen.
- 6) CONSENT AGENDA
 - A. Claims/payment approval for May 6, 2016 thru May 18, 2016:
Documentation for claims is available at City Hall.
 - B. Minutes of the regular meeting held on May 10, 2016.
 - C. Minutes of the regular meeting held on April 12, 2016

- 7) SUMMARY OF CURRENT EVENTS:
 Mayor:
 Council Members:
 Manager:
 Finance Director:
 Police Chief:
- 8) OLD BUSINESS:
 A. Discussion/possible action regarding the Fiscal Year End 2017 Budget-
 Finance Director Sullivan.
- 9) NEW BUSINESS:
 A. Ordinance 16-04, authorizing the acquisition of real property by the City
 of Holbrook: namely Parcel Number 109-19-039A, first reading
 B. Discussion/possible action regarding the cancellation of the Regular
 Council meeting to be held on August 9, 2016 to host a Town Hall
 meeting with Candidates from District 1 regarding rural economic
 development-City Clerk Reyes.
- 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) CLAIMS/PAYMENT APPROVAL FOR WALT'S HARDWARE: \$ NONE
- 13) CLAIMS/PAYMENT APPROVAL FOR HOLBROOK TRIBUNE: \$ 558.18
- 14) 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.

- 14) ADJOURNMENT:

Dated this 17th day of May 2016.


Cher Reyes, CMCC, CPM, City Clerk

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

CITY OF HOLBROOK

INVOICE APPROVAL REPORT

**BY GL NUMBER EXCLUDING
HOLBROOK TRIBUNE AND WALT'S
HARDWARE**

05/06/2016 THRU 05/18/2016

TOTAL **\$84,158.01**

Report Criteria:

Vendor: Vendor number = 1-6239

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Terms	Discount Date	Discount Amount
Payment Due Date		1099	PO Number	GL Posting Period	GL Account Number		Recurring Payment	
Part Number			Quantity	Unit Price	Extended Price	Freight/Misc		
05/11/2016								
2160 BALAR EQUIPMENT CO								
2169880	1	Invoice		03/17/2016	21,789.25	Open Terms		.00
05/11/2016		None		05/16	002-092-5024		No	
			1.00	21,789.25	21,789.25	.00		
Total 2169880:					21,789.25			
Total 2160 BALAR EQUIPMENT CO:					21,789.25			
2177 BANANA JONS								
16-0107	1	Invoice	RENTAL/MAINT	04/14/2016	262.50	NET 7		.00
05/11/2016		None		05/16	001-031-5047		No	
			1.00	262.50	262.50	.00		
Total 16-0107:					262.50			
Total 2177 BANANA JONS:					262.50			
2200 BANK OF THE WEST - CC								
051116	1	Invoice		05/01/2016	85.00	Open Terms		.00
05/11/2016		None		05/16	001-004-5043		No	
			1.00	85.00	85.00	.00		
Total 051116:					85.00			
Total 2200 BANK OF THE WEST - CC:					85.00			
2690 BROWN & BROWN LAW OFFICE								
ADJ-LCR-61	1	Invoice		05/09/2016	1,189.23	Open Terms		.00
05/11/2016		Nonemployee		05/16	002-091-5041		No	
			1.00	1,189.23	1,189.23	.00		
Total ADJ-LCR-614:					1,189.23			
Total 2690 BROWN & BROWN LAW OFFICE:					1,189.23			
3140 CASELLE INC								
72710	1	Invoice		05/01/2016	1,023.67	Open Terms		.00
05/11/2016		None		05/16	001-004-5047		No	
			1.00	1,023.67	1,023.67	.00		
Total 72710:					1,023.67			
Total 3140 CASELLE INC:					1,023.67			
3625 COMMERCIAL POOL REPAIR								
15226	1	Invoice	REPAIRS/SUPPLIES	05/10/2016	2,065.28	NET 7		.00
05/11/2016		None		05/16	001-031-5026		No	
			1.00	2,065.28	2,065.28	.00		
Total 15226:					2,065.28			

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Terms	Discount Date	Discount Amount
Payment Due Date		1099	PO Number	GL Posting Period	GL Account Number		Recurring Payment	
Part Number			Quantity	Unit Price	Extended Price	Freight/Misc		
Total 3625 COMMERCIAL POOL REPAIR:					2,065.28			
3713 CONTINENTAL RESEARCH CORP								
217804	1	Invoice		04/05/2016	571.68	NET 20		.00
05/11/2016		None		05/16	002-092-5026		No	
			1.00	571.68	571.68	.00		
Total 217804:					571.68			
Total 3713 CONTINENTAL RESEARCH CORP:					571.68			
3855 CRAFTCO INC								
390789	1	Invoice		04/29/2016	6,148.17	NET 20		.00
05/19/2016		None		05/16	007-087-5024		No	
			1.00	6,148.17	6,148.17	.00		
Total 390789:					6,148.17			
Total 3855 CRAFTCO INC:					6,148.17			
4771 ESSENTIAL DATA CONTROL SYSTEM								
1710	1	Invoice		03/10/2016	1,263.50	NET 7		.00
05/11/2016		Nonemployee		05/16	002-091-5041		No	
			1.00	1,263.50	1,263.50	.00		
Total 1710:					1,263.50			
Total 4771 ESSENTIAL DATA CONTROL SYSTEM:					1,263.50			
4771 ESSENTIAL DATA CONTROL SYSTEM								
1711	1	Invoice		03/10/2016	912.00	NET 7		.00
03/17/2016		Nonemployee		05/16	002-091-5041		No	
			1.00	912.00	912.00	.00		
Total 1711:					912.00			
Total 4771 ESSENTIAL DATA CONTROL SYSTEM:					912.00			
4890 FERGUSON DOOR AND OPERATOR								
14127	1	Invoice		05/06/2016	410.25	Open Terms		.00
05/11/2016		None		05/16	002-092-5052		No	
			1.00	410.25	410.25	.00		
Total 14127:					410.25			
Total 4890 FERGUSON DOOR AND OPERATOR:					410.25			
3350 FRONTIER COMM TELE								
050116	1	Invoice		05/01/2016	64.44	Open Terms		.00
05/11/2016		None		05/16	001-080-5048		No	
			1.00	64.44	64.44	.00		
Total 050116:					64.44			
Total 3350 FRONTIER COMM TELE:					64.44			

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Terms	Discount Date	Discount Amount
Payment Due Date		1099	PO Number	GL Posting Period	GL Account Number		Recurring Payment	
Part Number			Quantity	Unit Price	Extended Price	Freight/Misc		
3350 FRONTIER COMM TELE								
050116	2	Invoice		05/01/2016	75.52	Open Terms		.00
05/11/2016		None		05/16	001-060-5048		No	
			1.00	75.52	75.52	.00		
Total 050116:					75.52			
Total 3350 FRONTIER COMM TELE:					75.52			
3350 FRONTIER COMM TELE								
050116	3	Invoice		05/01/2016	1,299.48	Open Terms		.00
05/11/2016		None		05/16	001-050-5048		No	
			1.00	1,299.48	1,299.48	.00		
Total 050116:					1,299.48			
Total 3350 FRONTIER COMM TELE:					1,299.48			
3350 FRONTIER COMM TELE								
050116	4	Invoice		05/01/2016	157.17	Open Terms		.00
05/11/2016		None		05/16	001-085-5048		No	
			1.00	157.17	157.17	.00		
Total 050116:					157.17			
Total 3350 FRONTIER COMM TELE:					157.17			
3350 FRONTIER COMM TELE								
050116	5	Invoice		05/01/2016	242.59	Open Terms		.00
05/11/2016		None		05/16	001-093-5048		No	
			1.00	242.59	242.59	.00		
Total 050116:					242.59			
Total 3350 FRONTIER COMM TELE:					242.59			
3350 FRONTIER COMM TELE								
050116	6	Invoice		05/01/2016	320.05	Open Terms		.00
05/11/2016		None		05/16	002-092-5048		No	
			1.00	320.05	320.05	.00		
Total 050116:					320.05			
Total 3350 FRONTIER COMM TELE:					320.05			
3350 FRONTIER COMM TELE								
050116	7	Invoice		05/01/2016	135.76	Open Terms		.00
05/11/2016		None		05/16	001-040-5048		No	
			1.00	135.76	135.76	.00		
Total 050116:					135.76			
Total 3350 FRONTIER COMM TELE:					135.76			

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Terms	Discount Date	Discount Amount
Payment Due Date			1099					
Part Number			PO Number	GL Posting Period	GL Account Number		Recurring Payment	
			Quantity	Unit Price	Extended Price	Freight/Misc		
4419492	1	Invoice	CHLORINE	04/27/2016	4,331.48	NET 7		.00
05/11/2016		None		05/16	002-091-5026		No	
			1.00	4,331.48	4,331.48	.00		
Total 4419492:					4,331.48			
Total 6048 HILL BROTHERS CHEMICAL CO.:					4,331.48			
3380 UNISOURCE ENERGY SERVICES								
050116	1	Invoice		05/01/2016	43.56	Open Terms		.00
05/11/2016		None		05/16	002-090-5048		No	
			1.00	43.56	43.56	.00		
Total 050116:					43.56			
Total 3380 UNISOURCE ENERGY SERVICES:					43.56			
3380 UNISOURCE ENERGY SERVICES								
050116	2	Invoice		05/01/2016	38.22	Open Terms		.00
05/11/2016		None		05/16	001-004-5048		No	
			1.00	38.22	38.22	.00		
Total 050116:					38.22			
Total 3380 UNISOURCE ENERGY SERVICES:					38.22			
3380 UNISOURCE ENERGY SERVICES								
050116	3	Invoice		05/01/2016	109.28	Open Terms		.00
05/11/2016		None		05/16	001-099-5048		No	
			1.00	109.28	109.28	.00		
Total 050116:					109.28			
Total 3380 UNISOURCE ENERGY SERVICES:					109.28			
3380 UNISOURCE ENERGY SERVICES								
050116	4	Invoice		05/01/2016	93.13	Open Terms		.00
05/11/2016		None		05/16	001-031-5048		No	
			1.00	93.13	93.13	.00		
Total 050116:					93.13			
Total 3380 UNISOURCE ENERGY SERVICES:					93.13			
3380 UNISOURCE ENERGY SERVICES								
050116	5	Invoice		05/01/2016	58.11	Open Terms		.00
05/11/2016		None		05/16	007-087-5048		No	
			1.00	58.11	58.11	.00		
Total 050116:					58.11			
Total 3380 UNISOURCE ENERGY SERVICES:					58.11			
3380 UNISOURCE ENERGY SERVICES								

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Terms	Discount Date	Discount Amount
Payment Due Date		1099	PO Number	GL Posting Period	GL Account Number		Recurring Payment	
Part Number			Quantity	Unit Price	Extended Price	Freight/Misc		
050116	6	Invoice		05/01/2016	48.15	Open Terms		.00
05/11/2016		None		05/16	001-085-5048		No	
			1.00	48.15	48.15	.00		
Total 050116:					48.15			
Total 3380 UNISOURCE ENERGY SERVICES:					48.15			
3380 UNISOURCE ENERGY SERVICES								
050116	7	Invoice		05/01/2016	26.50	Open Terms		.00
05/11/2016		None		05/16	001-093-5048		No	
			1.00	26.50	26.50	.00		
Total 050116:					26.50			
Total 3380 UNISOURCE ENERGY SERVICES:					26.50			
3380 UNISOURCE ENERGY SERVICES								
050116	8	Invoice		05/01/2016	51.47	Open Terms		.00
05/11/2016		None		05/16	001-093-5048		No	
			1.00	51.47	51.47	.00		
Total 050116:					51.47			
Total 3380 UNISOURCE ENERGY SERVICES:					51.47			
Total 05/11/2016:					42,815.44			

5/11/2016 GL Period Summary

GL Period	Amount
05/16	42,815.44
Grand Totals:	42,815.44
Grand Totals:	42,815.44

Report GL Period Summary

GL Period	Amount
05/16	42,815.44
Grand Totals:	42,815.44

Vendor number hash: 50770
 Vendor number hash - split: 94530
 Total number of invoices: 14
 Total number of transactions: 27

Report Criteria:

Vendor.Vendor number = 6241-99999

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Terms	Discount Date	Discount Amount
Payment Due Date		1099	PO Number	GL Posting Period	GL Account Number		Recurring Payment	
Part Number	Quantity	Unit Price	Extended Price	Freight/Misc				
05/11/2016								
6260 HOLBROOK VOL FIRE DEPT								
200637	1	Invoice	RETIREMENT	05/05/2016	1,916.59	Open Terms		.00
05/05/2016	None			05/16	001-060-5015		Yes	
	1.00	1,916.59	1,916.59		.00			
200637	2	Invoice	UNIFORMS	05/05/2016	3,343.24	Open Terms		.00
05/05/2016	None			05/16	001-060-5049		Yes	
	1.00	3,343.24	3,343.24		.00			
Total 200637:					5,259.83			
Total 6260 HOLBROOK VOL FIRE DEPT:					5,259.83			
22530 ABOITES, CHERYL								
051116	1	Invoice		05/11/2016	20.00	Open Terms		.00
05/11/2016	None			05/16	006-014-6004		No	
	1.00	20.00	20.00		.00			
Total 051116:					20.00			
Total 22530 ABOITES, CHERYL:					20.00			
21025 ARIZONA PUBLIC SERVICE								
AR01600011	1	Invoice	STREETLIGHTS CUSTOMER 100134	05/02/2016	492.75	Open Terms		.00
05/11/2016	None			05/16	007-087-5047		No	
	1.00	492.75	492.75		.00			
Total AR0160001192:					492.75			
Total 21025 ARIZONA PUBLIC SERVICE:					492.75			
22535 BRINKERHOFF, SONYA								
050116	1	Invoice		05/10/2016	200.00	Open Terms		.00
05/11/2016	None			05/16	006-014-6004		No	
	1.00	200.00	200.00		.00			
Total 050116:					200.00			
Total 22535 BRINKERHOFF, SONYA:					200.00			
21875 BOW WOW WASTE								
11294	1	Invoice	BAGS	05/05/2016	550.00	Open Terms		.00
05/11/2016	None			05/16	001-031-5026		No	
	1.00	550.00	550.00		.00			
Total 11294:					550.00			
Total 21875 BOW WOW WASTE:					550.00			
22534 DESIERTO DE COLORES								
050116	1	Invoice		05/10/2016	100.00	Open Terms		.00
05/11/2016	None			05/16	006-014-6004		No	
	1.00	100.00	100.00		.00			

Invoice Payment Due Date	Seq Part Number	Type	Description PO Number	GL Posting Period Unit Price	Invoice Date Extended Price	Total Cost GL Account Number Freight/Misc	Terms	Discount Date Recurring Payment	Discount Amount
Total 050116:						100.00			
Total 22534 DESIERTO DE COLORES:						100.00			
22533 GARDNER, AUSTIN									
051016	1	Invoice			05/10/2016	200.00	Open Terms		.00
05/11/2016	None			05/16	006-014-6004			No	
			1.00	200.00	200.00	.00			
Total 051016:						200.00			
Total 22533 GARDNER, AUSTIN:						200.00			
21201 GARDNER, KYLE/ALLISON									
051016	1	Invoice	DEPOSIT REFUND		05/10/2016	500.00	Open Terms		.00
05/11/2016	None			05/16	006-014-6004			No	
			1.00	500.00	500.00	.00			
Total 051016:						500.00			
Total 21201 GARDNER, KYLE/ALLISON:						500.00			
22536 GLOBETROTTER LODGE									
051016	1	Invoice			05/10/2016	168.16	Open Terms		.00
05/11/2016	None			05/16	006-014-6004			No	
			1.00	168.16	168.16	.00			
Total 051016:						168.16			
Total 22536 GLOBETROTTER LODGE:						168.16			
22532 HINCKLEY, JIM									
051016	1	Invoice			05/10/2016	100.00	Open Terms		.00
05/11/2016	None			05/16	006-014-6004			No	
			1.00	100.00	100.00	.00			
Total 051016:						100.00			
Total 22532 HINCKLEY, JIM:						100.00			
6310 HOME DEPOT									
050116	1	Invoice	SUPPLIES		05/01/2016	502.24	NET 7		.00
05/08/2016	None			05/16	001-031-5073			No	
			1.00	502.24	502.24	.00			
Total 050116:						502.24			
Total 6310 HOME DEPOT:						502.24			
22537 HOLBROOK CHOIR PARENT ORGANIZATION									
051016	1	Invoice			05/10/2016	200.00	Open Terms		.00
05/11/2016	None			05/16	006-014-6004			No	
			1.00	200.00	200.00	.00			

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Terms	Discount Date	Discount Amount
Payment Due Date		1099	PO Number	GL Posting Period	GL Account Number		Recurring Payment	
Part Number			Quantity	Unit Price	Extended Price	Freight/Misc		
Total 051016:					200.00			
Total 22537 HOLBROOK CHOIR PARENT ORGANIZATION:					200.00			
21380 HOLBROOK FIRST STEP								
050116	1	Invoice	PROFESSIONAL SERVICES	05/01/2016	57.50	Open Terms		.00
05/11/2016		None		05/16	006-014-5049		No	
			1.00	57.50	57.50	.00		
Total 050116:					57.50			
Total 21380 HOLBROOK FIRST STEP:					57.50			
20796 HOLBROOK VETERINARY CLINIC								
18223	1	Invoice		05/02/2016	339.43	Open Terms		.00
05/11/2016		None		05/16	001-048-5049		No	
			1.00	339.43	339.43	.00		
Total 18223:					339.43			
Total 20796 HOLBROOK VETERINARY CLINIC:					339.43			
22528 KLEIN, TROY J								
050416	1	Invoice		05/04/2016	39.77	Open Terms		.00
05/11/2016		None		05/16	002-0002520		No	
			1.00	39.77	39.77	.00		
Total 050416:					39.77			
Total 22528 KLEIN, TROY J:					39.77			
22010 LARSON WASTE								
318326	1	Invoice	WASTE AGREEMENT	04/30/2016	12,978.94	Open Terms		.00
05/11/2016		None		05/16	002-090-5049		No	
			1.00	12,978.94	12,978.94	.00		
Total 318326:					12,978.94			
Total 22010 LARSON WASTE:					12,978.94			
22531 MAY, JONATHAN								
051016	1	Invoice		05/10/2016	200.00	Open Terms		.00
05/11/2016		None		05/16	006-014-6004		No	
			1.00	200.00	200.00	.00		
Total 051016:					200.00			
Total 22531 MAY, JONATHAN:					200.00			
8270 MOHAVE ENVIRONMENTAL LAB								
75783	1	Invoice		04/28/2016	155.00	Open Terms		.00
05/11/2016		None		05/16	002-092-5041		No	
			1.00	155.00	155.00	.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Terms	Discount Date	Discount Amount
Payment Due Date	1099		PO Number	GL Posting Period	GL Account Number		Recurring Payment	
Part Number	Quantity	Unit Price	Extended Price	Freight/Misc				
Total 75783:					155.00			
Total 8270 MOHAVE ENVIRONMENTAL LAB:					155.00			
8270 MOHAVE ENVIRONMENTAL LAB								
75911	1	Invoice		05/05/2016	120.00	Open Terms		.00
05/11/2016	None			05/16 002-092-5041			No	
	1.00	120.00	120.00		.00			
Total 75911:					120.00			
Total 8270 MOHAVE ENVIRONMENTAL LAB:					120.00			
21477 PERKINS CINDERS								
230394	1	Invoice	MATERIAL FOR LEVEE	04/04/2016	173.23	Open Terms		.00
05/11/2016	None			05/16 007-087-5026			No	
	1.00	173.23	173.23		.00			
Total 230394:					173.23			
Total 21477 PERKINS CINDERS:					173.23			
21430 PETRACOM OF HOLBROOK LLC								
67-00004-00	1	Invoice	MEDIA	04/30/2016	205.00	Open Terms		.00
05/11/2016	None			05/16 001-001-5035			No	
	1.00	205.00	205.00		.00			
Total 67-00004-0001:					205.00			
Total 21430 PETRACOM OF HOLBROOK LLC:					205.00			
9955 QUALITY READY MIX-CEMEX								
9433215033	1	Invoice		05/04/2016	541.87	1% 15TH, NET 30T	05/19/2016	5.11
06/03/2016	None			05/16 007-087-5026			No	
	1.00	510.71	510.71		.00			
Total 9433215033:					541.87			
Total 9955 QUALITY READY MIX-CEMEX:					541.87			
21881 RICOH USA								
5041858175	1	Invoice	MAINTENANCE	05/01/2016	109.73	Open Terms		.00
05/11/2016	None			05/16 001-050-5047			No	
	1.00	109.73	109.73		.00			
Total 5041858175:					109.73			
Total 21881 RICOH USA:					109.73			
21532 SMARTWORKSPPLUS, INC.								
050416	1	Invoice	CONTRACT SERVICES	05/04/2016	2,710.06	Open Terms		.00
05/11/2016	None			05/16 001-031-5049			No	
	1.00	2,710.06	2,710.06		.00			

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Terms	Discount Date	Discount Amount
Payment Due Date		1099	PO Number	GL Posting Period	GL Account Number		Recurring Payment	
Part Number			Quantity	Unit Price	Extended Price	Freight/Misc		
Total 050416:					2,710.06			
Total 21532 SMARTWORKSPPLUS, INC.:					2,710.06			
10530 SAM'S CLUB 6604								
050116	1	Invoice		05/01/2016	625.36	Open Terms		.00
05/11/2016		None		05/16	001-004-5026		No	
			1.00	625.36	625.36	.00		
Total 050116:					625.36			
Total 10530 SAM'S CLUB 6604:					625.36			
10840 SIMPSON NORTON								
1487083-00	1	Invoice		05/03/2016	195.24	Open Terms		.00
05/11/2016		None		05/16	001-031-5026		No	
			1.00	195.24	195.24	.00		
Total 1487083-00:					195.24			
Total 10840 SIMPSON NORTON:					195.24			
10840 SIMPSON NORTON								
1487083-01	1	Invoice		05/04/2016	82.35	Open Terms		.00
05/11/2016		None		05/16	001-031-5026		No	
			1.00	82.35	82.35	.00		
Total 1487083-01:					82.35			
Total 10840 SIMPSON NORTON:					82.35			
20955 SOLOMON LAW OFFICES, P.C.								
050116	1	Invoice	PROFESSIONAL SERVICES	05/01/2016	2,038.50	Open Terms		.00
05/11/2016		None		05/16	001-004-5041		No	
			1.00	2,038.50	2,038.50	.00		
Total 050116:					2,038.50			
Total 20955 SOLOMON LAW OFFICES, P.C.:					2,038.50			
11440 SUMMIT HEALTHCARE								
18076C8480	1	Invoice		05/02/2016	20.00	Open Terms		.00
05/11/2016		None		05/16	001-004-5041		No	
			1.00	20.00	20.00	.00		
Total 18076C8480:					20.00			
Total 11440 SUMMIT HEALTHCARE:					20.00			
11440 SUMMIT HEALTHCARE								
18076C8480	2	Invoice		05/02/2016	260.00	Open Terms		.00
05/11/2016		None		05/16	001-040-5049		No	
			1.00	260.00	260.00	.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Terms	Discount Date	Discount Amount
Payment Due Date		1099	PO Number	GL Posting Period	GL Account Number		Recurring Payment	
Part Number			Quantity	Unit Price	Extended Price	Freight/Misc		
Total 18076C8480:					260.00			
Total 11440 SUMMIT HEALTHCARE:					260.00			
11440 SUMMIT HEALTHCARE								
18076C8480	3	Invoice		05/02/2016	100.00	Open Terms		.00
05/11/2016		None		05/16	001-031-5049		No	
			1.00	100.00	100.00	.00		
Total 18076C8480:					100.00			
Total 11440 SUMMIT HEALTHCARE:					100.00			
11440 SUMMIT HEALTHCARE								
18076C8480	4	Invoice		05/02/2016	100.00	Open Terms		.00
05/11/2016		None		05/16	002-090-5049		No	
			1.00	100.00	100.00	.00		
Total 18076C8480:					100.00			
Total 11440 SUMMIT HEALTHCARE:					100.00			
11440 SUMMIT HEALTHCARE								
18076C8480	5	Invoice		05/02/2016	100.00	Open Terms		.00
05/11/2016		None		05/16	001-005-5049		No	
			1.00	100.00	100.00	.00		
Total 18076C8480:					100.00			
Total 11440 SUMMIT HEALTHCARE:					100.00			
11665 TASER INTERNATIONAL								
050416	1	Invoice	TAINING	05/04/2016	225.00	NET 7		.00
05/11/2016		None		05/16	001-050-5045		No	
			1.00	225.00	225.00	.00		
Total 050416:					225.00			
Total 11665 TASER INTERNATIONAL:					225.00			
22538 TASTY NUTS CONCESSIONS								
051016	1	Invoice		05/10/2016	20.00	Open Terms		.00
05/11/2016		None		05/16	006-014-6004		No	
			1.00	20.00	20.00	.00		
Total 051016:					20.00			
Total 22538 TASTY NUTS CONCESSIONS:					20.00			
11670 TATE'S AUTO CENTER								
13286	1	Invoice		05/10/2016	115.60	Open Terms		.00
05/11/2016		None		05/16	007-087-5024		No	
			1.00	115.60	115.60	.00		

Invoice Payment Due Date	Seq Part Number	Type	Description PO Number Quantity	GL Posting Period Unit Price	Invoice Date Extended Price	Total Cost GL Account Number Freight/Misc	Terms	Discount Date Recurring Payment	Discount Amount
Total 13286:						115.60			
Total 11670 TATE'S AUTO CENTER:						115.60			
22529 TIDEY, STACY ANN									
050416	1	Invoice			05/04/2016	116.75	Open Terms		.00
05/11/2016	None			05/16	002-0002520			No	
			1.00	116.75	116.75	.00			
Total 050416:						116.75			
Total 22529 TIDEY, STACY ANN:						116.75			
21064 TYLER, ROBERT									
050316	1	Invoice	WATER DEPOSIT REFUND		05/03/2016	429.84	Open Terms		.00
05/11/2016	None			05/16	001-001-5045			No	
			1.00	429.84	429.84	.00			
Total 050316:						429.84			
Total 21064 TYLER, ROBERT:						429.84			
20946 WELLS FARGO REMITTANCE CENTER									
050116	1	Invoice	TRAVEL		05/01/2016	35.14	Open Terms		.00
05/11/2016	None			05/16	001-001-5021			No	
			1.00	35.14	35.14	.00			
Total 050116:						35.14			
Total 20946 WELLS FARGO REMITTANCE CENTER:						35.14			
20946 WELLS FARGO REMITTANCE CENTER									
050116	2	Invoice	TRAVEL		05/01/2016	314.12	Open Terms		.00
05/11/2016	None			05/16	001-020-5026			No	
			1.00	314.12	314.12	.00			
Total 050116:						314.12			
Total 20946 WELLS FARGO REMITTANCE CENTER:						314.12			
20946 WELLS FARGO REMITTANCE CENTER									
050116	3	Invoice	TRAVEL		05/01/2016	1,176.64	Open Terms		.00
05/11/2016	None			05/16	001-031-5026			No	
			1.00	1,176.64	1,176.64	.00			
Total 050116:						1,176.64			
Total 20946 WELLS FARGO REMITTANCE CENTER:						1,176.64			
20946 WELLS FARGO REMITTANCE CENTER									
050116	4	Invoice	TRAVEL		05/01/2016	424.66	Open Terms		.00
05/11/2016	None			05/16	001-031-5071			No	
			1.00	424.66	424.66	.00			

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Terms	Discount Date	Discount Amount
Payment Due Date		1099	PO Number	GL Posting Period	GL Account Number		Recurring Payment	
Part Number			Quantity	Unit Price	Extended Price	Freight/Misc		
Total 050116:					424.66			
Total 20946 WELLS FARGO REMITTANCE CENTER:					424.66			
20946 WELLS FARGO REMITTANCE CENTER								
050116	5	Invoice	TRAVEL	05/01/2016	6.46	Open Terms		.00
05/11/2016		None		05/16	001-031-5073		No	
			1.00	6.46	6.46	.00		
Total 050116:					6.46			
Total 20946 WELLS FARGO REMITTANCE CENTER:					6.46			
20946 WELLS FARGO REMITTANCE CENTER								
050116	6	Invoice	TRAVEL	05/01/2016	34.87	Open Terms		.00
05/11/2016		None		05/16	001-040-5028		No	
			1.00	34.87	34.87	.00		
Total 050116:					34.87			
Total 20946 WELLS FARGO REMITTANCE CENTER:					34.87			
20946 WELLS FARGO REMITTANCE CENTER								
050116	7	Invoice	TRAVEL	05/01/2016	220.00	Open Terms		.00
05/11/2016		None		05/16	001-040-5049		No	
			1.00	220.00	220.00	.00		
Total 050116:					220.00			
Total 20946 WELLS FARGO REMITTANCE CENTER:					220.00			
20946 WELLS FARGO REMITTANCE CENTER								
050116	8	Invoice	TRAVEL	05/01/2016	122.80	Open Terms		.00
05/11/2016		None		05/16	001-040-5045		No	
			1.00	122.80	122.80	.00		
Total 050116:					122.80			
Total 20946 WELLS FARGO REMITTANCE CENTER:					122.80			
20946 WELLS FARGO REMITTANCE CENTER								
050116	9	Invoice	TRAVEL	05/01/2016	75.00	Open Terms		.00
05/11/2016		None		05/16	001-040-5052		No	
			1.00	75.00	75.00	.00		
Total 050116:					75.00			
Total 20946 WELLS FARGO REMITTANCE CENTER:					75.00			
20946 WELLS FARGO REMITTANCE CENTER								
050116	10	Invoice	TRAVEL	05/01/2016	78.80	Open Terms		.00
05/11/2016		None		05/16	001-004-5026		No	
			1.00	78.80	78.80	.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Terms	Discount Date	Discount Amount
Payment Due Date			PO Number	GL Posting Period	GL Account Number		Recurring Payment	
Part Number			Quantity	Unit Price	Extended Price	Freight/Misc		
Total 050116:					78.80			
Total 20946 WELLS FARGO REMITTANCE CENTER:					78.80			
20946 WELLS FARGO REMITTANCE CENTER								
050116	11	Invoice	TRAVEL	05/01/2016	72.57	Open Terms		.00
05/11/2016		None		05/16	001-050-5042		No	
			1.00	72.57	72.57	.00		
Total 050116:					72.57			
Total 20946 WELLS FARGO REMITTANCE CENTER:					72.57			
20946 WELLS FARGO REMITTANCE CENTER								
050116	12	Invoice	TRAVEL	05/01/2016	548.20	Open Terms		.00
05/11/2016		None		05/16	001-050-5045		No	
			1.00	548.20	548.20	.00		
Total 050116:					548.20			
Total 20946 WELLS FARGO REMITTANCE CENTER:					548.20			
20946 WELLS FARGO REMITTANCE CENTER								
050116	13	Invoice	TRAVEL	05/01/2016	44.68	Open Terms		.00
05/11/2016		None		05/16	001-093-5026		No	
			1.00	44.68	44.68	.00		
Total 050116:					44.68			
Total 20946 WELLS FARGO REMITTANCE CENTER:					44.68			
20946 WELLS FARGO REMITTANCE CENTER								
050116	14	Invoice	TRAVEL	05/01/2016	6,434.10	Open Terms		.00
05/11/2016		None		05/16	027-020-5073		No	
			1.00	6,434.10	6,434.10	.00		
Total 050116:					6,434.10			
Total 20946 WELLS FARGO REMITTANCE CENTER:					6,434.10			
20946 WELLS FARGO REMITTANCE CENTER								
050116	15	Invoice	TRAVEL	05/01/2016	680.85	Open Terms		.00
05/11/2016		None		05/16	002-092-5023		No	
			1.00	680.85	680.85	.00		
Total 050116:					680.85			
Total 20946 WELLS FARGO REMITTANCE CENTER:					680.85			
20946 WELLS FARGO REMITTANCE CENTER								
050116	16	Invoice	TRAVEL	05/01/2016	92.99	Open Terms		.00
05/11/2016		None		05/16	002-092-5026		No	
			1.00	92.99	92.99	.00		

Invoice Payment Due Date	Seq Part Number	Type	Description PO Number Quantity	GL Posting Period Unit Price	Invoice Date Extended Price	Total Cost GL Account Number Freight/Misc	Terms	Discount Date Recurring Payment	Discount Amount
Total 050116:						92.99			
Total 20946 WELLS FARGO REMITTANCE CENTER:						92.99			
20946 WELLS FARGO REMITTANCE CENTER									
050116	17	Invoice	TRAVEL		05/01/2016	415.42	Open Terms		.00
05/11/2016	None			05/16	006-014-6004			No	
			1.00	415.42	415.42	.00			
Total 050116:						415.42			
Total 20946 WELLS FARGO REMITTANCE CENTER:						415.42			
20946 WELLS FARGO REMITTANCE CENTER									
050116	18	Invoice	TRAVEL		05/01/2016	77.42	Open Terms		.00
05/11/2016	None			05/16	007-087-5024			No	
			1.00	77.42	77.42	.00			
Total 050116:						77.42			
Total 20946 WELLS FARGO REMITTANCE CENTER:						77.42			
20946 WELLS FARGO REMITTANCE CENTER									
050116	19	Invoice	TRAVEL		05/01/2016	135.70	Open Terms		.00
05/11/2016	None			05/16	007-087-5026			No	
			1.00	135.70	135.70	.00			
Total 050116:						135.70			
Total 20946 WELLS FARGO REMITTANCE CENTER:						135.70			
Total 05/11/2016:						41,342.57			

5/11/2016 GL Period Summary

GL Period	Amount
05/16	41,342.57
Grand Totals:	41,342.57

Grand Totals:

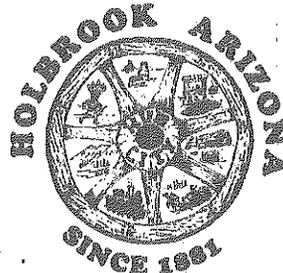
41,342.57

Report GL Period Summary

GL Period	Amount
05/16	41,342.57

465 First Avenue
P.O. Box 970
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CITY OF HOLBROOK



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OUR MISSION

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

AGENDA

REGULAR CITY COUNCIL MEETING

MAY 10, 2016

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. Electronic versions of this agenda can be found at www.ci.holbrook.az.us.

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

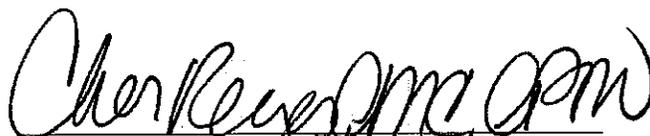
- 1) CALL TO ORDER:
- 2) ROLL CALL:
- 3) PLEDGE OF ALLEGIANCE/INVOCATION:
- 4) PUBLIC ANNOUNCEMENTS AND PRESENTATIONS (Please limit to 10 minutes).
 - A. Navajo County Supervisor Jason Whiting-Forest Restoration and Fire Prevention.
- 5) CALL TO THE AUDIENCE:
The City Council welcomes public comment 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 April 21, 2016 thru May 5, 2016:
Documentation for claims is available at City Hall.

- 7) SUMMARY OF CURRENT EVENTS:
Mayor:
Council Members:
Manager:
Finance Director:
Police Chief:
- 8) OLD BUSINESS:
A. Discussion/possible action regarding the Fiscal Year End 2017 Budget-Finance Director Sullivan.
- 9) NEW BUSINESS:
A. Discussion/possible action regarding request to expend funds in the amount of \$21,789.25 to Balar as a sole source provider for repairs to the Vac-Con-Manager Alley.
B. Discussion/possible action regarding projects the City Manager has planned-Mayor Tyler.
- 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) CLAIMS/PAYMENT APPROVAL FOR WALT'S HARDWARE: \$ 2125.28
- 13) CLAIMS/PAYMENT APPROVAL FOR HOLBROOK TRIBUNE: \$NONE
- 14) 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.

- 14) ADJOURNMENT:

Dated this 3rd day of May 2016.


Cher Reyes, CMC, CPM, City Clerk

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

1
2 MINUTES OF THE REGULAR MEETING OF THE
3 HOLBROOK CITY COUNCIL HELD ON MAY 10, 2016
4

5 CALL TO ORDER:

6
7 Mayor Bobby Tyler called the meeting to order at 6:00 p.m. Mayor Tyler asked that
8 everyone place their phones on airplane mode.

9 ROLL CALL:

10 Mayor Bobby Tyler, Vice-Mayor Wade Carlisle, Councilmembers C.J. Wischmann,
11 Francie Payne, Tim Dixon, Richard Peterson and Earl Kester(who arrived at 6:40 p.m.)

12 PLEDGE OF ALLEGIANCE/INVOCATION:

13 The pledge was led by Vice-Mayor Carlisle and the invocation was given by Ted Pate of
14 the Bread of Life Mission.

15 CITY STAFF:

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

18 PUBLIC ANNOUNCEMENTS AND PRESENTATIONS:

19 Navajo County Supervisor Jason Whiting presented information on Forest Restoration
20 and Fire Prevention.

21 Mary Jane Spring and Catrina Jenkins Emergency Manager for Navajo County gave a
22 presentation on Ready Navajo County Emergency Notification System.

23 CALL TO THE AUDIENCE:

24 CONSENT AGENDA:

25 Claims/payment approval for April 21, 2016 through May 5, 2016. Councilmember
26 Peterson made a motion to approve the consent agenda. Councilmember Dixon

1 court.

2 8. Chief Jackson reported that the Police Department held a fundraiser for the
3 family of Ashlynn Mike and raised \$2474.00 with the help of the Community. Chief
4 Jackson stated that he wanted the community of Shiprock to know that the City of
5 Holbrook cares about the surrounding communities and their people.

6 OLD BUSINESS:

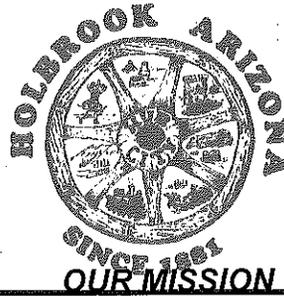
7 NEW BUSINESS:

8 A. Manager Alley requested permission to expend funds to Balar Equipment in the
9 amount of \$21,789.25 for repairs to the Vac-Con. Councilmember Dixon asked if the
10 Vac-Con was broke due to use or abuse. Manager Alley stated that it was probably a
11 little of both. Finance Director Sullivan stated that the funds for these repairs will come
12 from the repairs and maintenance line item in the utilities fund. Councilmember Carlisle
13 made a motion to expend funds in the amount of \$21,789.25 to Balar for the repairs to
14 the Vac-Con. Mayor Tyler seconded and the motion carried unanimously.

15 B. Manager Alley listed projects he currently has in the works or has completed and
16 told Council if they want something re-prioritized to let him know. Projects: Splash Pad
17 re-open, done, Railroad Depot Lights, Done (solar lights repaired), Card Lock System,
18 Swimming Pool, Rec Center, Repairs to Water Shop gable, Construct entryway at
19 Humane Shelter, Construct restrooms at Lisitzky Park, Build containment pond for
20 above ground fuel tanks at Golf Course, Re-roof Community Building, Build Ramada's
21 at Lewis Park and look at options for a new swimming pool. Manager Alley stated that
22 the first street to be concreted this year will be Hill Road and that Streets Dept. is
23 currently replacing the valley gutter at Anita/Aztec right now.

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 12, 2016

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. Electronic versions of this agenda can be found at www.ci.holbrook.az.us.

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 HEARING-ZONING COMMISSION RECOMMENDATIONS-
 - A. Zone change request by Harry Ensor-307 1st Avenue. pg 4
- 5) PUBLIC ANNOUNCEMENTS AND PRESENTATIONS (Please limit to 10 minutes).
 - A. Proclamation Week of the Young Child-April 10-16, 2016. pg 9
- 6) 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 18, 2016 thru April 6, 2016:
Documentation for claims is available at City Hall. *pg 10*
- B. Minutes of the regular meeting held on March 22, 2016. *pg 49*
- 7) SUMMARY OF CURRENT EVENTS:
- Mayor:**
Council Members:
Manager:
Finance Director:
Police Chief:
- 8) OLD BUSINESS:
- A. Discussion/possible action regarding the Fiscal Year End 2017 Budget-
Lodger's Tax-Finance Director Sullivan
- A. Chamber of Commerce *pg 66*
B. Navajo County Hashknife Posse *pg 85*
C. Historical Society *pg 90*
D. Navajo County Fair Board *pg 97*
E. City of Holbrook Events Coordinator *pg 101*
- 9) NEW BUSINESS:
- A. Discussion/possible action regarding approval of expenditure to
Fireworks Productions for the 4th of July display in the amount of
\$12,800.00-Chief Simpson. *pg 103*
- B. Resolution 16-02, adopting a Fair Housing Policy-City Clerk Reyes. *pg 108*
- C. Ordinance 16-03, authorizing the lease of real property of the City of
Holbrook to Petracom of Holbrook, LLC, 1st reading. *pg 110*
- D. Discussion/possible action regarding award of bid for benches at
Petroglyph Park-Events Coordinator Smith. *pg 124*
- 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) CLAIMS/PAYMENT APPROVAL FOR WALT'S HARDWARE: \$1,657.79
- 13) CLAIMS/PAYMENT APPROVAL FOR HOLBROOK TRIBUNE: NONE
- 14) 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.

14) ADJOURNMENT:

Dated this 5th day of April 2016.


Cher Reyes, CMC, CPM, City Clerk

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

1
2 MINUTES OF THE REGULAR MEETING OF THE
3 HOLBROOK CITY COUNCIL HELD ON APRIL 12, 2016
4

5 CALL TO ORDER:

6
7 Mayor Bobby Tyler called the meeting to order at 6:00 p.m. Mayor Tyler asked that
8 everyone place their phones on airplane mode.

9 ROLL CALL:

10 Mayor Bobby Tyler, Vice-Mayor Wade Carlisle, Councilmembers C.J. Wischmann,
11 Francie Payne, Tim Dixon, Richard Peterson and Earl Kester.

12 PLEDGE OF ALLEGIANCE/INVOCATION:

13 The pledge was led by Evidence Clerk Bob Sutton and the invocation was given by
14 Reverend Haeller.

15 CITY STAFF:

16 Manager Ray Alley, Assistant Manager/Finance Director Randall Sullivan, Events
17 Coordinator Kathleen Smith, Police Chief Mark Jackson and City Clerk Cher Reyes.

18 PUBLIC HEARING:

19 Vice-Mayor Carlisle made a motion to enter into a public hearing for a zone change
20 request by Harry Ensor 307 1st Avenue. Mayor Tyler seconded and the public hearing
21 began unanimously at 6:05.

22 City Clerk Reyes reported that the Planning and Zoning Commission had met on March
23 3 to hear this matter of a zone change Mr. Ensor was not present at that meeting and
24 when the vote was taken the Commission unanimously denied the zone change which
25 is what the Commission is recommending to the Council. Ms. Reyes stated that there
26 were neighbors at the Commission meeting who voice their concerns about parking.

1 Mike Sample Commission Chair stated that the Commission had met regarding this
2 zone change and request to be allowed to have a buy, sell and trade business, Mr.
3 Ensor was not present and several residents had voiced concerns regarding the
4 parking so the Commission did deny the request. Councilmember Dixon asked if
5 anyone was in favor of the change. Chairman Sample replied no sir. Harry Ensor
6 stated that he was the owner of the old Mormon Church stating that he wanted to open
7 ad buy, sell and trade store in the building while he remodels the back of building. Mr.
8 Ensor stated that he had planned to create additional parking by taking the fence down.
9 Ms. Reyes stated that the majority of the concerns were parking but Commissioner
10 Larson had voiced a concern with changing the zoning to be Commercial in a
11 residential area. Chairman Sample stated that there was also concern of possible
12 blight along with the parking issue. Richard Young of St. George's Episcopal Church
13 stating that the Church is not in favor of the change. Mr. Young stated that not only is
14 the parking a concern but this type of business in this area across from a school is
15 probably not appropriate. Vice-Mayor Carlisle made a motion to close the public
16 hearing. Councilmember Peterson seconded and the public hearing closed at 6:11
17 p.m. Vice-Mayor Carlisle made a motion to approve the Zone Change request by Harry
18 Ensor 3076 1st Avenue. Councilmember Kester seconded. A roll call vote was held
19 with following results: Vice-Mayor Carlisle, "nay, Councilmember Payne, "nay",
20 Councilmember Dixon, "nay", Councilmember Kester, "nay", Councilmember Peterson,
21 "nay, Councilmember Wischmann, "nay and Mayor Tyler, "nay".

22 PUBLIC ANNOUNCEMENTS AND PRESENTATIONS:

23 City Clerk Reyes read a proclamation for Week of the Young Child. Kate Dobler of 1st

1 Things 1st thanked the Council for taking the time to proclaim this week as the week of
2 the young child. Councilmember Payne made a motion to accept the proclamation.
3 Councilmember Peterson seconded and the week of April 10-16, 2016 was proclaimed
4 "The Week of the Young Child".

5 CALL TO THE AUDIENCE:

6 Cindy Serna of KDJI/Z92 petitioned the Council regarding the Lease agreement with
7 Petracom. Ms. Serna asked that the Lease term be for a period of more than 10 years
8 saying that this period of time will go by fast and they could possibly have to face
9 building a new tower and other issues. Ms. Serna thanked everyone who supported the
10 radio station and stated that the City could do a better job of supporting the radio station
11 by advertising with them instead of only the newspaper. Ms. Serna stated that Billie
12 Perkins of the Chamber has showed great support for the radio station. Ms. Serna
13 stated that does whatever she can to keep Holbrook on the map as she was born and
14 raised in Holbrook.

15 CONSENT AGENDA:

16 Claims/payment approval for March 18, 2016 through April 6, 2016 and minutes of the
17 regular meeting held on March 22, 2016. Councilmember Peterson made a motion to
18 approve the consent agenda. Councilmember Dixon seconded and the motion carried
19 unanimously.

20 SUMMARY OF CURRENT EVENTS:

21 MAYOR:

22 1. Mayor Tyler reported that he had attended a meeting with Senator's McCain and
23 Flake regarding Revitalization of Forests.

1 2. Mayor Tyler reported that he met with Ron McArthur of Summit Healthcare
2 regarding several items.

3 3. Mayor Tyler reported that he had attended the Depot Art Show.

4 COUNCIL:

5 1. Vice-Mayor Carlisle reported that he had attended the Rural Transportation
6 Committee meeting at NACOG and that nothing is going to change, there will be
7 no LTAF return, no pavement maintenance and there will be a one-time increase
8 in HURF.

9 2. Councilmember Payne reported that she had attended the McCain and Flake
10 luncheon.

11 3. Councilmember Payne reported that she had attend the Depot Art Show and that
12 she thinks this is one of the best things instituted in Holbrook.

13 4. Councilmember Dixon reported that he attended the Art Show at the Depot and
14 was impressed. Councilmember Dixon stated that he wanted better lighting on the
15 outside and wanted it to be attractive.

16 5. Councilmember Wischmann stated that Kennedy Stewart and Mylee Demuth
17 both had won the Elks Shoot Out and both were State Champs and competed in
18 the Western Division. Councilmember Wischmann stated that Mylee won at the
19 Western Division and is participating in the National Championships in Chicago.

20 6. Councilmember Wischmann reported that everyone should attend Mary Poppins
21 if they can.

22 7. Councilmember Wischmann reported that Lelia Demuth of Holbrook participated
23 in the Boston Marathon.

1 MANAGER:

- 2 1. Manager Alley reported that Streets crews are working on 3rd Avenue between
3 Erie and Florida. Manager Alley stated that this is the first street for summer.
- 4 2. Manager Alley reported that the racquetball courts should be complete in 2
5 weeks.
- 6 3. Manager Alley reported that the goal is to have the Splash Pad open in mid-May.
- 7 4. Manager Alley reported that Staff is working to have water in the pool by May 11.
- 8 5. Chief Jackson stated that 5 in-car computers are being installed.
- 9 6. Chief Jackson reported that the Department is reapplying for the COPS Grant
10 through which they are requesting and SRO.
- 11 7. Chief Jackson reported that no debriefing has been issued yet on the Winslow
12 situation. Chief Jackson stated that the Holbrook Police Department has a good
13 relationship with the Dine people.

14 OLD BUSINESS:

15 Council heard financial reports from the Chamber of Commerce, Historical Society and
16 the Navajo County Fair Board. Billie Perkins Chamber Director stated that she wanted
17 to speak on the 2016/17 budget as she was not here for the past budget so she only
18 wanted to speak about the future. Ms. Perkins announced that the 4-H will be
19 conducting a fundraiser at Tractor Supply this Saturday and invited everyone out. Ms.
20 Perkins stated that she believes that everyone needs to work together to make
21 Holbrook a good community and she is willing to work with every group because the
22 more people working to improve Holbrook the better. Ms. Perkins reported that they are
23 planning for Wild West Days and this year there will not be BBQ's but rather a chili

1 cook-off. Ms. Perkins stated that she hoped that the Council would not cut funding for
2 the Chamber but she understands the Lodger's Tax. Ms. Perkins stated that she
3 understood that there had been issues in the past but those are in the past.
4 Councilmember Peterson asked how many businesses and non-profits are members of
5 the Chamber. Ms. Perkins stated that a lot of the businesses are holding back on
6 joining due to the fact that they do not know what is going to happen with the Chamber.
7 Ms. Perkins said at last count there were 21 paid memberships. Vice-Mayor Carlisle
8 asked Ms. Perkins to explain the budget/profit/loss statement. Ms. Perkins stated that
9 she looked at it but she is unsure how to read it. Yvonne Larson Chamber President
10 explained that the financials are done through Neil Ranstrom's office and he had not
11 input the Chamber's budget or the expenses and they were not allocated to the right
12 item. Ms. Larson stated that the input was finished two weeks ago so the Council
13 should have the budget. Ms. Larson stated that if Council has specific questions they
14 can need to go to Neil Rainstorm for answers since he prepares the financials. Ms.
15 Larson stated that the majority of the expenses occur in July and a lot of items are
16 prepaid. Mayor Tyler stated that one of the things the Council asked for was to get the
17 best bang for their buck. Mayor Tyler stated that this statement is hard to read. Mayor
18 Tyler stated that they need a breakdown of where the money went and what monies
19 were made. Mayor Taylor asked if some of the monies went to administrative costs.
20 Ms. Larson stated that there were no administrative costs for the Cultural Dances last
21 year as a volunteer group ran the dances. Ms. Larson stated that all of this was in the
22 budget the Council approved last year. Ms. Larson stated that this portion of it is so
23 draining for a director going through this, so much time is lost. Ms. Perkins jumped in

1 stating in trying to make sure that all the records are kept for you and that she was
2 under the impression that report is what they wanted. Ms. Perkins stated that they have
3 the budget that was approved last year and she knows for sure that they have been
4 sticklers to that budget since September. Ms. Perkins stated that she did not know that
5 Council wanted it itemized. Councilmember Payne asked if they have tracked the
6 drawn they've had at dances. Ms. Larson stated that they did not have actual number
7 counts but on the average she would say 75-100 people attended. Ms. Perkins stated
8 that she has received phone calls and tourists plan their trips around the cultural
9 dances and events that Holbrook has. Ms. Larson stated that the Chamber is hosting
10 Work Shop Wednesday which is training for the front line staff such as Desk Clerk's
11 and receptionists so that they know what there is to do in Holbrook and how to provide
12 better customer service. Ms. Larson stated that this is not on the budget but takes a lot
13 of man hours. Vice-Mayor Carlisle asked if they came up with the number of \$73,000
14 for the budget due to the negative net income in the amount of -\$10764.00 over budget
15 of \$5121.44. Ms. Larson replied no and that Mr. Ranstrom is reviewing this because of
16 expenses in previous years that when they go from that budget item July- June and we
17 had a change of Staff too during this time and some of this is because of that. Ms.
18 Perkins stated that the books will always look different like this. Ms. Larson stated
19 those questions will have to be directed to Mr. Ranstrom specifically. Ms. Larson stated
20 that the only thing that increased in the proposed budget is salary as their employee is
21 non-benefited and works a 40 hour work week. Councilmember Peterson stated that
22 there are National and State Chamber of Commerce and asked what their affiliation is
23 with those. Ms. Larson stated that at this level they do not have the funding to

1 participate. Ms. Larson stated that they focus on local relationships. Vice-Mayor
2 Carlisle asked how the Chamber is organized. Ms. Larson replied through their by-
3 laws. Vice-Mayor Carlisle asked how it was set up, how is the Board set up, who is on
4 Board and how do they get on the Board. Ms. Larson stated that the meetings are
5 open to the public and everyone is welcome and also mentioned that the Council has
6 not had an ex-officio member for a while. Melissa Daniels a Member of the Board spoke
7 to the Council and reminded them that everyone on the Board for the Chamber is a
8 volunteer and does not collect a salary. Ms. Daniels stated that they spend a lot of time
9 volunteering for the Chamber. Ms. Perkins stated that in the proposed budget the
10 Director's salary was raised as she works 40 plus hours per week. Ms. Perkins stated
11 that she doesn't have a problem promoting the Fair, the Historical Society or any of the
12 other entities and that we just need to come together as a community and work
13 together. Jolynn Fox of the Historical Society acknowledged the Historical Society
14 Board. Ms. Fox stated that the Board has great volunteers with terrific talents. Ms. Fox
15 stated that they have two part-time and one fulltime employee to run the visitor center.
16 Ms. Fox presented Stats for the Historical Society. Vice-Mayor Carlisle asked if there
17 were members from other Navajo County cities other than Holbrook. Since it is the
18 Navajo County Historical Society. Ms. Fox stated that there was a couple from Show
19 Low who are members. Councilmember Wischmann asked if any other community
20 supports the Society. Ms. Fox replied no and that most of them have created their own
21 Society's. Mike Sample President of the Navajo County Fair asked that the Council
22 would continue contributing to the annual fair. Mr. Sample stated that the Fair Board
23 consists of 20 volunteer members. Mr. Sample stated that there is usually an event at

1 the fairgrounds every other weekend. Mr. Sample stated that they have personnel who
2 search and try to recruit vendors Councilmember Dixon asked how many people were
3 on the teams for the 1600 teams roping. Mr. Sample replied that they are two man
4 teams. Councilmember Dixon asked if the other amounts were projected for attendance
5 at events. Mr. Sample replied yes. Mr. Sample stated that the entry fee to the Fair is \$5
6 and the Board likes to keep the fee low to increase attendance. Mayor Tyler asked
7 about entrance fees for participants. Mr. Sample stated that there is a fee for both the
8 rodeo and the Demolition Derby contestants. Mr. Sample stated that they are working
9 hard to keep the Fairgrounds busy. Mr. Sample stated they like to hold a successful
10 fair and also look for improvements. Events Coordinator presented the Calendar of
11 Events for 2016-2017 to the Council along with a budget for each item. Ms. Smith then
12 showed a video of events that she has held for the past year. Ms. Smith displayed
13 some of her promotional items as well. Ms. Smith stated that she would like to promote
14 the Henning Block and install informational directories at all the parks. Manager Alley
15 asked that the Council spend some time discussing this budget item as this portion of
16 the budget will affect the remainder. Finance Director Sullivan gave the Council a
17 proposed budget for the Lodger's Tax which included everything everyone is asking for.
18 The proposed budget included \$40,000 for the Fair, \$39,727 for the Historical Society,
19 \$73,000 for the Chamber, \$3500 for the Hashknife, \$29,000 for events, \$15,000 for
20 tourism and \$30,000 for North entrance and Directory. Finance Director Sullivan stated
21 that with all these items the budget is \$144,433 over the amount to make fund balance.
22 Vice Mayor Carlisle asked what recommendations are. Finance Director Sullivan
23 stated that perhaps move a portion of Kathleen's salary and events budget and then the

1 next thing would be to look at the \$73,000 for the Chamber. Manager Alley stated that
2 a portion of Kathleen's salary could be taken out but the events portion should remain.
3 Manager Alley stated that Kathleen's Department has to vie with other Departments for
4 her funding. Manager Alley stated that we have to keep the utilities for the Courthouse,
5 contract services for YESCO sign maintenance in the amount of \$3200 has to stay and
6 an additional amount was budgeted to repair the lower panels on the sign which are
7 looking worn. Manager Alley stated that he believes we could take the \$29000 for
8 events from this budget and the \$3500 for the Hashknife. Manager Alley asked if some
9 of this was a duplication of services between the Chamber and Special Events.
10 Manager Alley stated the request from the Chamber is concerning as it is up from
11 \$50,000 to \$73,000. Manager Alley stated that the Historical Society budget isn't solely
12 for the Historical Society but to man the Historic Courthouse. Councilmember
13 Wischmann stated that he had suggested a 5% cut for all the entities for this budget in
14 a previous meeting and nothing was done with that. Councilmember Wischmann
15 stated that if he comes up with a solution and you don't agree with it and don't give him
16 any ideas. Billie Perkins, Chamber Director stated that the increase from \$50,000-
17 \$73,000 is for an increase in pay for her which will allow her to get benefits such as
18 health insurance. Councilmember Wischmann made a motion to accept the same
19 budget as last year based on information given and cut Kathleen's salary out of the
20 budget. Councilmember Dixon stated that he supported all the entities and did not want
21 to cut anyone as he feels everyone does a good job and said that there is just not
22 funding for everything. Councilmember Dixon seconded the motion. Councilmember
23 Carlisle stated that with this motion we are still \$86,000 short. Mayor called for a roll

1 call vote with the following results: Councilmember Dixon, "aye", Councilmember
2 Payne "nay" Councilmember Peterson "nay", Councilmember Wischmann, "aye",
3 Councilmember Kester, "nay", Vice-Mayor Carlisle, "nay" and Mayor Tyler "aye". Vice-
4 Mayor Carlisle stated it has to balance. City Clerk Reyes stated that a 5% reduction
5 only amount to \$10,000.00. Vice-Mayor Carlisle stated it would have to be a 45%
6 reduction. Mayor Tyler asked Manager Alley for his suggestion. Manager Alley said he
7 couldn't tell Council what to do as it is a policy decision but he could tell them what he
8 strongly suggests. \$13,000 courthouse utilities, 3200 for sign, 1500 repairs, 39,727 for
9 Historical Society and after this there is the Fair Board, Chamber, Posse and Kathleen's
10 events to deal with. Manager Alley stated that he believes Kathleen's salary should
11 come from this budget but not her events. Manager Alley stated that the Chamber
12 financials are hard to read and he doesn't really know if they need the money or not.
13 Manager Alley stated that the Posse is in the black. Finance Director Sullivan stated
14 that with Ray's numbers this comes to \$57,427 which leaves \$107,537 to distribute
15 between the Chamber, Fair Board and Kathleen. Vice-Mayor Carlisle asked what this
16 would amount to: \$13,000 utilities, \$3200 sign contract, \$1500 Courthouse repairs,
17 \$40,000 Fair Board, \$39,727, \$38,000 Chamber, \$21,000 Special Events and \$15,000
18 Tourism. Finance Director replied it equals \$171,427.00 Vice-Mayor Carlisle stated
19 that would work for him as it is close enough. Manager Alley stated that we could live
20 with this. Manager Alley stated that a few of the items on the Chamber budget such as
21 Festival of Trees could be incorporated through special events through the City.
22 Councilmember Payne stated that we shouldn't take away any events that are potential
23 money raisers for the Chamber. Billie Perkins stated that she needed to know the

1 dollar amount the Chamber has to work with. Ms. Perkins stated that if she has a
2 number they will figure it out and they will make it work even if it means she has to work
3 more hours. Councilmember Dixon asked if the numbers Vice-Mayor provided is
4 cutting \$12,000 from the Chamber's budget from last year. Vice-Mayor Carlisle stated
5 that was correct. Councilmember Peterson stated that the Chamber exists to make
6 business better and the businesses are saying they are only worth \$7000.00.
7 Councilmember Peterson stated that the Chamber is being funded through the Lodger's
8 tax but last time he asked only one motel was a Chamber member. Councilmember
9 Peterson asked why the Chamber would be worth \$73,000 to the taxpayers. Vice-
10 Mayor Carlisle stated that the Chamber's books show a net loss of \$10,706.00. Vice-
11 Mayor Carlisle stated that the Council used to give all the Lodger's Tax monies to the
12 Chamber and instead of increasing events they increased employees and came back
13 the next year and asked for more money. Vice-Mayor Carlisle stated that when he
14 looks at the Fair, the DeSpain family has been involved forever and they provide a great
15 production with the Fair and other western type events which create a great asset for
16 Holbrook and draws in tourism. Vice-Mayor Carlisle stated not only this but when he
17 asks for financials they produce them and they are audited financials. Vice-Mayor
18 Carlisle stated that the Chamber's financials have last year's date on them and are not
19 on an accrual basis but rather a cash basis and he doesn't mind cutting the Chamber.
20 Vice-Mayor Carlisle stated that the reality is they don't perform. Vice-Mayor Carlisle
21 stated that when they start performing like the Fair Grounds he will be willing to give
22 them more money. Vice-Mayor Carlisle stated that this budget he presented works and
23 is balanced. Finance Director suggested that the Council remove the \$1500 for the

1 Posse which Administration will find the funding from somewhere else and make each
2 of the donations to the Fair, Chamber and Historical Society \$40,000 even which would
3 raise it to \$172,200 which places the budget \$1200 over. Vice-Mayor Carlisle made a
4 motion to budget the Lodger's Tax fund as follows: \$13,000 for utilities, \$3,200 Yesco
5 Sign, \$40,000 Navajo County Fair, \$40,000 Navajo County Historical Society, \$40,000
6 Chamber of Commerce, \$21,000 Special Events and \$15,000 Tourism.
7 Councilmember Payne seconded. A roll call vote was held with the following results:
8 Councilmember Dixon, "aye", Vice- Mayor Carlisle, "aye", Councilmember Payne, "aye",
9 Councilmember Peterson, "aye", Councilmember Kester, "aye", Councilmember
10 Wischmann, "nay" and Mayor Tyler, "aye".

11 NEW BUSINESS:

12 A. City Clerk Reyes requested approval to expend funds in the amount of \$12,800
13 for the annual 4th of July display to Fireworks Productions. Clerk Reyes stated
14 that Fireworks Productions provides the liability insurance and training with this
15 amount. Councilmember Carlisle made a motion to approve the expenditure to
16 Fireworks Productions in the amount of \$12,800.00. Councilmember Kester
17 seconded and the motion carried unanimously.

18 B. Mayor Tyler presented Resolution 16-02 captioned as follows:

19 **RESOLUTION 16-02**

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

1 Councilmember Peterson made a motion to adopt the Resolution. Mayor Tyler
2 seconded. A roll call vote was held with the following results: Vice-Mayor Carlisle,
3 “nay”, Councilmember Dixon, “aye”, Councilmember Kester, “aye”, Councilmember
4 Payne, “aye”, Councilmember Peterson, “nay”, Councilmember Wischmann, “aye” and
5 Mayor Tyler “aye”.

6 C. Mayor Tyler presented Ordinance 16-03 captioned as follows for the first
7 reading:

8 **AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE**
9 **CITY OF HOLBROOK, ARIZONA, AUTHORIZING**
10 **THE LEASE OF REAL PROPERTY OF THE CITY OF HOLBROOK:**
11 **NAMELY A PORTION OF THE HOLBROOK PARCEL NUMBER 109-37-**
12 **006A, MORE FULLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO**
13
14

15 D. Events Coordinator Smith asked that this item be removed from the agenda as
16 the trash receptacles are no longer being purchased which brings the bid amount
17 below the \$5000.00 limit.

18 EXECUTIVE SESSION:

19 POST EXECUTIVE SESSION:

20 CALL TO THE AUDIENCE:

21 Karen Johnson petitioned the Council inviting them to attend Picturing America Art
22 Show on April 14 from 6-8 p.m.

23 CLAIMS/PAYMENT APPROVAL FOR WALT’S HARDWARE: \$1657.79

24 Vice-Mayor Carlisle recused himself from this item as he is the owner of Walt’s
25 Hardware and left the Chambers. Mayor Tyler made a motion to approve the claims for

1 Walt's Hardware in the amount of \$1657.79. Councilmember Dixon seconded and the
2 motion carried unanimously.

3 CLAIMS/PAYMENT APPROVAL FOR HOBLROOK TRIBUNE: NONE

4 ADJOURNMENT:

5 There being no further business to come before the Council at this time Mayor Tyler
6 adjourned the meeting by unanimous consent at 7:57 p.m.

7
8 Bobby Tyler, Mayor

9
10 I hereby certify that the foregoing minutes are a true and correct copy of the minutes of
11 the regular meeting of the Holbrook City Council held on the April 12, 2016. I further
12 certify that the meeting was duly called and held and that a quorum was present.

13
14 Cher Reyes, CMC, CPM, City Clerk

15

ORDINANCE 15-09

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE
CITY OF HOLBROOK, ARIZONA, AUTHORIZING
THE ACQUISITION OF REAL PROPERTY BY THE CITY OF HOLBROOK:
NAMELY A PORTION OF PARCEL NUMBER 109-19-039, MORE FULLY
DESCRIBED IN EXHIBIT "A" ATTACHED HERETO**

Recitals:

WHEREAS, the City of Holbrook owns property know as Parcel Number 109-19-039 more fully described in exhibit A; and

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

ENACTMENTS

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

SECTION 1. The property more fully described in Exhibit A will be purchased by the City of Holbrook pursuant to a separate agreement to be executed between the parties.

SECTION 2. The City Manager is authorized to sign all documents necessary to effectuate the purchase between Wells Fargo Mortgage and the City of Holbrook.

Passed and adopted by the affirmative vote of not less six of the seven persons of the Mayor and the Council of the City of Holbrook, Arizona this _____ day of _____, 2016.

Bobby Tyler, Mayor

ATTEST:

Cher Reyes, CMC, CPM, City Clerk

Approved as to Form:

Marlene Pontrelli
Dickinson/Wright/Mariscal Weeks
City Attorneys

EXHIBIT A

Legal Description

ZUCK ADDN: LOTS 10 & 11, BLOCK 19

DONATION AGREEMENT

This Donation Agreement (the "Agreement") for certain real property located at **550 N 2ND ST, HOLBROOK, AZ 86025** ("Property"), is effective upon the Effective Date (defined below), between Owner, whose address is 8480 Stagecoach Cir, Frederick, MD 21701 ("Donor") and **City of Holbrook**, whose address is _____ ("Donee"). It is agreed that upon the terms and conditions set forth in this Agreement the Donor shall donate and convey all of its rights and interests in, and the Donee shall accept and be the successor to all such rights and interests in, the real property identified and described herein. Donor and Donee may each be referred to as a "Party" and collectively as the "Parties".

RECITALS

In consideration of the mutual covenants of the Parties contained in this Agreement, Donor does grant to Donee title to the Property and Donee accepts from the Donor title to the Property under the following terms and conditions:

- A. Donor acquired the Property identified on Exhibit A through the foreclosure process or by a deed in lieu of foreclosure;
- B. Donor did not originally construct any of the improvements forming part of the Property;
- C. Donor has not occupied the Property for its own use;
- D. Due to Donor's lack of familiarity with the Property, Donor is unwilling to make any representations or warranties whatsoever regarding the Property and Donor is only willing to grant Donee the Property on an "**as is, where is**" and "**with all faults**" basis; and
- E. Donee has been given a full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Donee's decision to accept the Property from Donor. Accordingly, Donee is willing to accept the Property from Donor without any representations or warranties whatsoever regarding the Property and on an "**as is, where is**" and "**with all faults**" basis.

AGREEMENT

1. DONATION.

- 1.1 Effective Date.** The date this Agreement is signed by both Parties shall be (the "Effective Date") of the Agreement.
- 1.2 Purchase Price.** The purchase price for the Property shall be ONE and 00/100 Dollars (\$1.00) (the "Purchase Price"). However, the amount payable by the Donee to Donor for the purposes of this transaction as the consideration to be paid shall be ZERO and 00/100 Dollars (\$0.00) (the "Total Adjusted Sales Price"). The term Total Adjusted Sales Price has been determined by the Donor and

Donee taking certain agreed upon sums and applying such sums to the following formula: (a) the Purchase Price less (b) Donor adjustments of -\$1.00.

1.3 **Closing.** Donee may choose the Donor's Preferred Title Company (defined below) or any other third party.

(a) Upon Donee's acceptance of the Donor's offer, Donor shall provide to Donee a suggested company ("Donor's Preferred Title Company") to act as the closing agent and title company.

(b) If Donee selects Donor's Preferred Title Company to act as the closing agent and the title company, then Donor shall pay all costs associated with the conveyance of title to the Property, including attorneys' fees and costs, agents' fees, documentary stamp taxes and recording costs ("Closing Costs").

(c) If Donee selects a third party other than Donor's Preferred Title Company to act as the closing agent or the title company, then Donor shall pay Closing Costs in the amount of the lesser of (a) \$2,500.00 or (b) the actual amount of Closing Costs.

(d) The Donee will notify the Donor of the title company and closing agent Donee has selected by completing the selection form attached hereto as Exhibit "B".

1.4 **Transfer.** Donor agrees to donate the Property to Donee and Donee agrees to accept the Property from Donor on the terms and conditions set forth herein. In consideration of Donor's transfer of the Property to Donee, Donee shall perform all of Donee's obligations hereunder including but not limited to the release set forth in Section 2.2 of this Agreement.

1.5 **Deed.** Title shall be transferred on the Closing Date via a Deed (which Deed may be known as a Special Warranty, Limited Warranty, Quit Claim or Bargain and Sale Deed). Any reference to the term "Deed" herein shall be construed to refer to such form of Deed. Donor shall be responsible for recording the Deed following the Closing Date. The Deed to be delivered on the Closing Date shall be a Deed in which the Grantor therein grants and conveys to the Grantee therein only that title to, or interest and rights in, the Property granted therein that the Grantor may have at the time of the grant, and shall contain no warranty, guaranty or indemnification of any kind, express or implied.

1.6 **Title and Examination.** Within five (5) days from the Effective Date, Donor will order a title commitment for a: (a) title insurance policy (the "Title Commitment"), or (b) a title report or opinion of title (the "Title Opinion") and provide a copy to Donee upon request or on the Closing Date. Donor will provide marketable title to the Property, which shall be acceptable to Donee in its absolute discretion and as a condition and contingency to Donee's obligation to accept the Property under this Agreement.

- 1.7 **Taxes and Utilities.** The Parties agree that the Donor will only be responsible for the following expenses due as of the Closing Date: municipal water and sewer charges, utility charges, real estate taxes and assessments, common area charges, condominium or planned unit development or similar community assessments, co-operative fees, maintenance fees, and rents, if any. The Property taxes will be prorated based on an estimate of actual taxes from the previous year on the Property. All prorations will be based upon a 30-day month and all such prorations shall be final. Donor will not be responsible for any amounts due, paid or to be paid after closing, including but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised value of the Property.
- 1.8 **Risk of Loss.** In the event of fire, destruction, or other casualty loss to the Property after the Effective Date, and prior to the Closing Date, (a) Donor may, at its sole discretion, repair or restore the Property, or (b) either Party may terminate the Agreement. If Donor elects to repair or restore the Property, then Donor may, in its sole discretion, limit the amount to be expended. If Donor elects not to repair or restore the Property, Donee shall either (a) acquire the Property in its AS-IS condition at the time of such acquisition, or (b) terminate the Agreement.
- 1.9 **Eminent Domain.** In the event that the Donor's interest in the Property, or any part thereof, shall have been taken by eminent domain, or shall be in the process of being taken on or before the Closing Date, either Party may terminate the Agreement and neither Party shall have any further rights or liabilities hereunder.

2. **ACKNOWLEDGMENTS AND RELEASE.**

- 2.1 **DONEE'S ACKNOWLEDGMENTS. DONEE ACKNOWLEDGES THAT DONEE IS ACCEPTING THE PROPERTY SOLELY IN RELIANCE ON DONEE'S OWN INVESTIGATION, AND THE PROPERTY IS IN "AS IS, WHERE IS" CONDITION WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. DONEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENT OF DONOR HEREIN, AND EXCEPT AS OTHERWISE SPECIFIED HEREIN, DONOR MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO THE PROPERTY OR ANY MATTER RELATED THERETO, OR (WITHOUT LIMITATION) TO ANY OF THE FOLLOWING MATTERS:**
- (a) Soils, Etc. Soils, seismic, hydrological, geological and topographical conditions and configurations.
 - (b) Artifacts. Archeological, prehistoric and historic artifacts, remains and relics.

- (c) Endangered Species. Endangered plant, animal and insect species.
- (d) Hazardous Materials. Hazardous Materials and other environmental conditions, including without limitation, lead-based paint, asbestos and mold.
- (e) Physical Defects. Physical and mechanical defects in or on the Property, including without limitation, the plumbing, heating, air conditioning and electrical systems and the roof, floor, ceilings, walls and other internal structural components of any buildings or improvements.
- (f) Land and Floor Area. The area of the land and the square footage contained in any buildings or improvements.
- (g) Utilities, Schools, Etc. Availability of adequate utilities, water, schools, public access, and fire and police protection.
- (h) Assessment Districts. The status and nature of any assessment districts and the amount of any assessment liability.
- (i) Planning and Zoning. Present, past or future conformity of the Property with planning, building, zoning, subdivision and development statutes, ordinances, regulations and permits, the general plan and the specific plan.
- (j) Development Fees. The character and amount of any fee, charge or other consideration which must be paid by Donee to develop the Property.
- (k) Title. The condition of title to the Property, including but not limited to the existence of any easement, license or encroachment whether or not a matter of public record, and whether or not visible upon inspection of such Property.
- (l) Taxes. The status of any general or special real property taxes or assessments or personal property taxes or any other taxes and assessments applicable to the Property.
- (m) Owner's Association. The financial condition of any owner's association, including, without limitation, the adequacy of any reserves held by any owner's association.
- (n) Other Matters. Any other matter relating to the Property or to the development or operation of the Property, including, but not limited to, value, feasibility, cost, governmental permissions or entitlements, marketability, investment return and compliance of the Property, its operation or use with any laws, rules, ordinances, regulations or codes of any government or other body.

2.2 RELEASE.

- (a) **RELEASE. DONEE FULLY RELEASES AND DISCHARGES DONOR FROM AND RELINQUISHES ALL RIGHTS, CLAIMS AND ACTIONS THAT DONEE MAY HAVE OR ACQUIRE AGAINST DONOR WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION (A) ANY MATTER SET FORTH IN SECTION 2.1 ABOVE, (B) THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT ANY PROPERTY (INCLUDING BUT NOT LIMITED TO ANY UNDISCOVERED HAZARDOUS MATERIALS LOCATED BENEATH THE SURFACE OF THE PROPERTY) AND (C) VIOLATIONS OF ANY HAZARDOUS MATERIALS LAWS PERTAINING TO THE PROPERTY OR THE ACTIVITIES THEREON. THIS RELEASE APPLIES TO ALL DESCRIBED RIGHTS, CLAIMS AND ACTIONS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PRESENT OR FUTURE.**

- (b) **MEANING. FOR PURPOSES OF THIS SECTION 2.2, ALL REFERENCES TO "DONOR" SHALL INCLUDE: (A) DONOR'S PARENT, SUBSIDIARY AND AFFILIATE CORPORATIONS, (B) DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS, AND (C) THE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS OF DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS.**

- (c) **EFFECTIVENESS. THE PROVISIONS OF THIS SECTION 2 SHALL BE EFFECTIVE AS OF THE CLOSING DATE AND SHALL SURVIVE THE CLOSING DATE OR TERMINATION OF THIS AGREEMENT.**

3. TIME IS OF THE ESSENCE: CLOSING DATE.

- 3.1** It is agreed that time is of the essence with respect to all dates specified in this Agreement and any addenda, riders or amendments thereto, meaning that all deadlines are intended to be strict and absolute. The Agreement shall terminate automatically, and without notice, if it is not concluded by the Closing Date, or any agreed extension thereof.

- 3.2** The closing shall take place on or before **June, 20th, 2016** (the "Closing Date"), unless the Closing Date is extended in writing signed by Donor and Donee or extended by Donor under the terms of this Agreement. The closing shall be held in the offices of the title company of Donee's choice, Donor's attorney or Donee's attorney, or at a place so designated and approved by Donor, unless otherwise

required by applicable law. If the closing does not occur by the date specified in this Section or in any extension, this Agreement is automatically terminated.

4. **GENERAL PROVISIONS.**

- 4.1 **Entire Agreement.** This Agreement contains the entire agreement between the parties concerning the Donation and sale of the property, and supersedes all prior written or oral agreements between the parties to this Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.
- 4.2 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.
- 4.3 **Partial Invalidity.** If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Agreement.
- 4.4 **Termination.** Prior to the Closing Date, this Agreement may be terminated by Donor at any time for any or no reason by written notice to Donee.
- 4.5 **Governing Law.** The parties intend and agree that this Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.
- 4.6 **No Third Parties Benefits.** No person other than Donor and Donee, and their permitted successors and assigns, shall have any right of action under this Agreement.
- 4.7 **Waivers.** No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either Party of the same or any other provision.
- 4.8 **Captions.** The captions and Section numbers of this Agreement are for convenience and in no way define or limit the scope or intent of such Sections of this Agreement.
- 4.9 **Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing

the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

4.10 No Presumption. All the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement and all documents attached as exhibits. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Agreement would be construed or interpreted against the party causing the document to be drafted.

4.11 Notices. Any notices or other communication required or permitted under this Agreement shall be in writing, and shall be personally delivered, or sent by certified or registered United States mail, postage prepaid, return receipt requested, or by overnight delivery by a reputable courier to the address of the party set forth in this Section, or sent by fax to the Fax number of the party set forth in this Section, or sent by e-mail to the party set for in this Section. Such notice or communication shall be deemed given if sent by personal delivery or by overnight courier, when delivered in person, if sent by fax, when evidence of successful transmission by telecopier has been received by sender or, in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to the Donee: **City of Holbrook**

Address:

If to the Donor: Owner

1 Home Campus

Des Moines, Iowa 50328-0001

Attention: Kelly Williamson, MAC# F2303-04K

Fax Number: 866-549-5470

Kelly.J.Williamson@wellsfargo.com

4.12 Joint and Several. If more than one person or entity has executed this Agreement as Donee, the obligations of all such persons or entities hereunder shall be joint and several.

[Signatures on the next page]

DONEE:

City of Holbrook

Signature: _____

Print Name: _____

Title: _____

Date: _____

DONOR:

OWNER

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT "A"

PROPERTY ADDRESS:

550 N 2nd Street, Holbrook, AZ 8602

LEGAL DESCRIPTION:

All the property situate in the County of Navajo and State of Arizona described as:
Lots ten (10) and Eleven (11), Block Nineteen of ZUCK ADDITION, to the Town of Holbrook, Navajo County,
Arizona, according to the map or plat there on file and of record in the office of the County Recorder of Navajo
County, Arizona

Being the same property conveyed to Avilio Baldonado in deed dated 04/27/1974 recorded on 05/21/1974 in
Book/Page 413/160 in the County of Navajo and State of Arizona
More commonly known as 550 N 2nd Street, Holbrook, AZ 86025

TAX PARCEL NO:

109-19-039

EXHIBIT "B"
Donee's Closing Agent

Please select ONE of the following options for closing:

DONEE: City of Holbrook

Donee selects Donor's Preferred Title Company to act as the closing agent and the Title Company.

If the Donee chooses not to use the Donor's Preferred Title Company to act as the closing agent and the Title Company, then the following section will need to be completed. Please note this box **MUST** be selected to qualify for the up to \$2,500 Donee closing credit.

Please provide contact information for Donee's chosen Title Company:

Company:

Company Mailing Address:

Contact Name:

Phone:

Email:

ADDENDUM TO DONATION AGREEMENT

EFFECTIVE DATE: The date on which this addendum is signed by both the Donee and Donor shall be the effective date of the agreement.

PROPERTY ADDRESS: 550 N 2ND ST, HOLBROOK, AZ 86025

DONEE: City of Holbrook

DONOR: OWNER

Other: **DONEE TO RECEIVE \$5,000.00 SELLER CONCESSION FROM DONOR UPON CLOSING.**

DONOR:
OWNER

DONEE:
City of Holbrook

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CITY OF HOLBROOK

INVOICE APPROVAL REPORT

**BY GL NUMBER HOLBROOK
TRIBUNE**

05/06/2016 THRU 05/18/2016

TOTAL

\$558.18

Report Criteria:
 Vendor.Vendor number = 6240

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Terms	Discount Date	Discount Amount
Payment Due Date		1099	PO Number	GL Posting Period	GL Account Number		Recurring Payment	
Part Number			Quantity	Unit Price	Extended Price	Freight/Misc		
05/11/2016								
6240 HOLBROOK TRIBUNE NEWS								
128968	1	Invoice		04/30/2016	170.45	Open Terms		.00
05/11/2016		None		05/16	001-004-5044		No	
			1.00	170.45	170.45	.00		
Total 128968:					170.45			
Total 6240 HOLBROOK TRIBUNE NEWS:					170.45			
6240 HOLBROOK TRIBUNE NEWS								
128969	1	Invoice		04/30/2016	320.88	Open Terms		.00
05/11/2016		None		05/16	001-004-5044		No	
			1.00	320.88	320.88	.00		
Total 128969:					320.88			
Total 6240 HOLBROOK TRIBUNE NEWS:					320.88			
6240 HOLBROOK TRIBUNE NEWS								
128970	1	Invoice		04/30/2016	66.85	Open Terms		.00
05/11/2016		None		05/16	001-004-5044		No	
			1.00	66.85	66.85	.00		
Total 128970:					66.85			
Total 6240 HOLBROOK TRIBUNE NEWS:					66.85			
Total 05/11/2016:					558.18			

5/11/2016 GL Period Summary

GL Period	Amount
05/16	558.18
Grand Totals:	558.18
Grand Totals:	558.18

Report GL Period Summary

GL Period	Amount
05/16	558.18
Grand Totals:	558.18

Vendor number hash: 18720