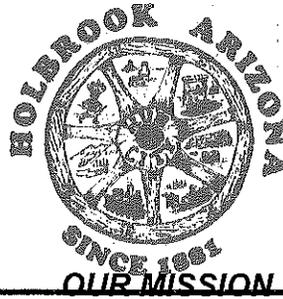


465 First Avenue
P.O. Box 970
Holbrook, AZ 86025

CITY OF HOLBROOK



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

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

AGENDA

REGULAR CITY COUNCIL MEETING

JUNE 9, 2015

6:00 P.M.

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

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

- 1) CALL TO ORDER:
- 2) ROLL CALL:
- 3) PLEDGE OF ALLEGIANCE/INVOCATION:
- 4) PUBLIC ANNOUNCEMENTS AND PRESENTATIONS (Please limit to 10 minutes).
- 5) CALL TO THE AUDIENCE:
The City Council welcomes public comment at this time only for items listed on this Agenda. There is a five minute time limit per citizen.
- 6) CONSENT AGENDA
 - A. Claims/payment approval for May 21, 2015 thru June 3, 2015:
Documentation for claims is available at City Hall. (Pg 5)
 - B. Minutes of the special meeting held on March 17, 2015. (Pg 25)
 - C. Liquor License-Acquisition of Control-Safeway. (Pg 29)
 - D. Special events liquor license-Holbrook Chamber of Commerce-July 10-11, 2015. (Pg 35)

- 7) REPORTS:
Mayor:
Council Members:
Manager:
Finance Director:
Police Chief:
- 8) OLD BUSINESS:
A. Fiscal Year 2015/2016 budget.
- 9) NEW BUSINESS:
A. Discussion/possible action regarding request to purchase Jaws of Life through Mohave Purchasing Contract-Chief Simpson. (Pg 43)
B. Discussion/possible action regarding free eye screenings for City employees and their families-Mayor Tyler
C. Discussion/possible action regarding an Intergovernmental agreement between the State of Arizona Department of Revenue and the City of Holbrook for collection transaction privilege tax-Finance Director Sullivan. (Pg 51)
D. Discussion/possible action regarding request to expend funds in the amount of \$5892.00 to Rim Country Mechanical as an emergency purchase-Finance Director Sullivan. (Pg 81)
E. Discussion/possible action regarding an amendment to agreement with BNSF in regards to use of the Historic Train Depot-Manager Alley. (Pg 95)
F. Discussion/possible action regarding lease agreement with Wings of Faith Ministries as per Ordinance 15-01-Manager Alley.
G. Discussion/possible action regarding request to expend funds to Barco in the amount of \$5,352.49 for park equipment at Splash Pad-Manager Alley.(Pg 97)
H. Discussion/possible action regarding request from Aaron Colon to purchase 40 foot of abandoned roadway formerly known as Tovar-City Clerk Reyes. (Pg 105)
I. Discussion/possible action regarding Memorandum of Understanding with FAA, no cost land on airport-City Manager. (Pg 107)
- 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: \$2812.17
- 13) CALL TO THE AUDIENCE:
The City Council welcomes public comment at this time for items not listed on this Agenda. There is a three minute time limit per citizen.

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 2nd day of June 2015.


Cher Reyes, CMG, CPM, City Clerk

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

CITY OF HOLBROOK

INVOICE APPROVAL REPORT

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

05/21/2015 THRU 06/03/2015

TOTAL **\$144,147.90**

Report Criteria:
 Invoice.Vendor No = 1-9699

Invoice No	Vendor Name	Seq	Type	Vendor No	Description	Inventory No	Inv Date	Due Date	Total Cost	Term	Disc Date	Disc Amt	PO Number	GL Per	GL Acct	R
5/28/2015																
LEXIS-NEXIS (ACCURINT)				169												
66	1	Inv	BACKGROUND CHECKS				06/01/2015	06/01/2015	50.00	2		.00				5/15 Y
										No			001-004-5041			
66	2	Inv					06/01/2015	06/01/2015	.00	2		.00				5/15 Y
										No						
66	3	Inv					06/01/2015	06/01/2015	.00	2		.00				5/15 Y
										Yes						
Total 66									50.00							
Total 169									50.00							
BETTER COMMUNICATIONS CO				2430												
7012112	1	Inv	Radio Contract				06/01/2015	06/01/2015	.00	0		.00				5/15 Y
										No			001-004-5047			
7012112	2	Inv	Radio contract				06/01/2015	06/01/2015	.00	0		.00				5/15 Y
										No			001-031-5047			
7012112	3	Inv	Radio Contract				06/01/2015	06/01/2015	529.90	0		.00				5/15 Y
										No			001-050-5047			
7012112	4	Inv	Radio Contract				06/01/2015	06/01/2015	312.63	0		.00				5/15 Y
										No			001-060-5047			
7012112	5	Inv	Radio Contract				06/01/2015	06/01/2015	.00	0		.00				5/15 Y
										No			001-084-5047			
7012112	6	Inv	Radio Contract				06/01/2015	06/01/2015	.00	0		.00				5/15 Y
										No			001-085-5047			
7012112	7	Inv	Radio Contract				06/01/2015	06/01/2015	.00	0		.00				5/15 Y
										No			002-090-5047			
7012112	8	Inv	Radio Contract				06/01/2015	06/01/2015	.00	0		.00				5/15 Y
										No			002-091-5047			
7012112	9	Inv	Radio Contract				06/01/2015	06/01/2015	.00	0		.00				5/15 Y
										No			002-092-5047			
7012112	10	Inv	Radio Contract				06/01/2015	06/01/2015	.00	0		.00				5/15 Y
										No			001-040-5047			
7012112	11	Inv	Radio Contract				06/01/2015	06/01/2015	.00	0		.00				5/15 Y
										No			007-087-5047			
Total 7012112									842.53							
Total 2430									842.53							
CABLE ONE23414-120774-01-0				2940												
10012110	1	Inv	UTILITIES				06/01/2015	06/01/2015	.00	0		.00				5/15 Y
										No			001-060-5048			
10012110	2	Inv	UTILITIES				06/01/2015	06/01/2015	105.95	0		.00				5/15 Y
										No			001-050-5048			
10012110	3	Inv	UTILITIES				06/01/2015	06/01/2015	.00	0		.00				5/15 Y
										No			001-093-5048			
10012110	4	Inv	UTILITIES				06/01/2015	06/01/2015	.00	0		.00				5/15 Y
										No			001-050-5048			
10012110	5	Inv	UTILITIES				06/01/2015	06/01/2015	.00	0		.00				5/15 Y
										No			001-004-5048			

Invoice No	Seq	Vendor Name Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
Total 10012110					105.95						
Total 2940					105.95						
CHAMBER OF COMMERCE			3220								
200656	1	Inv	MOU	06/01/2015	4,750.00	0		.00		5/15	Y
				06/01/2015		No			006-014-5059		
200656	2	Inv		06/01/2015	.00	0		.00		5/15	Y
				06/01/2015		No					
Total 200656					4,750.00						
Total 3220					4,750.00						
CYBERTRAILS			3960								
7312096	1	Inv	EMAIL AND BACKUP	06/01/2015	92.65	2		.00		5/15	Y
				06/01/2015		No			001-004-5047		
7312096	2	Inv		06/01/2015	.00	2		.00		5/15	Y
				06/01/2015		No					
Total 7312096					92.65						
Total 3960					92.65						
ESSENTIAL DATA CONTROL SYSTEM			4771								
7012025	1	Inv	PROFESSIONAL SERVICE	06/01/2015	350.00	2		.00		5/15	Y
				06/01/2015		Yes			002-092-5041		
7012025	2	Inv	PROFESSIONAL SERVICE	06/01/2015	500.00	2		.00		5/15	Y
				06/01/2015		Yes			002-091-5041		
Total 7012025					850.00						
Total 4771					850.00						
IKON FINANCIAL SERVICES			6503								
9012108	1	Inv	COPIER LEASE	06/01/2015	.00	3		.00		5/15	Y
				06/01/2015		No			001-004-5049		
9012108	2	Inv	COPIER MAINTENANCE C	06/01/2015	.00	3		.00		5/15	Y
				06/01/2015		No			001-050-5047		
Total 9012108					.00						
Total 6503					.00						
NAVAJO COUNTY HISTORICAL			8720								
36	1	Inv	CONTRIBUTION	06/01/2015	2,700.00	0		.00		5/15	Y
				06/01/2015		No			006-014-5057		
AUTO SAFETY HOUSE			1571								
035697H	1	Inv	PARTS/REPAIRS	05/21/2015	17.12	2		.00		5/15	
				05/28/2015		No			001-085-5026		
ARIZONA PUBLIC SERVICE			1340								
052815	1	Inv	UTILITIES	05/28/2015	487.75	0		.00		5/15	

R Column: Y = Recurring Payment

Invoice No	Vendor Name Seq Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
052815	2 Inv	UTILITIES	05/28/2015 05/28/2015	11,012.29	No 0		.00		001-060-5048	5/15
052815	3 Inv	UTILITIES	05/28/2015 05/28/2015	13,483.33	No 0		.00		002-091-5048	5/15
052815	4 Inv	UTILITIES	05/28/2015 05/28/2015	2,720.84	No 0		.00		002-092-5048	5/15
052815	5 Inv	UTILITIES	05/28/2015 05/28/2015	985.93	No 0		.00		001-031-5048	5/15
052815	6 Inv	UTILITIES	05/28/2015 05/28/2015	175.84	No 0		.00		001-050-5048	5/15
052815	7 Inv	UTILITIES	05/28/2015 05/28/2015	1,072.58	No 0		.00		001-093-5048	5/15
052815	8 Inv	UTILITIES	05/28/2015 05/28/2015	336.46	No 0		.00		007-087-5048	5/15
052815	9 Inv	UTILITIES	05/28/2015 05/28/2015	118.00	No 0		.00		001-040-5048	5/15
052815	10 Inv	UTILITIES	05/28/2015 05/28/2015	1,075.01	No 0		.00		002-090-5048	5/15
052815	11 Inv	UTILITIES	05/28/2015 05/28/2015	104.05	No 0		.00		001-099-5048	5/15
052815	12 Inv	UTILITIES	05/28/2015 05/28/2015	456.09	No 0		.00		001-084-5048	5/15
052815	13 Inv	UTILITIES	05/28/2015 05/28/2015	591.40	No 0		.00		001-040-5048	5/15
052815	14 Inv	UTILITIES	05/28/2015 05/28/2015	34.93	No 0		.00		006-014-5048	5/15
052815	15 Inv	UTILITIES	05/28/2015 05/28/2015	741.17	No 0		.00		001-084-5048	5/15
052815	16 Inv	UTILITIES	05/28/2015 05/28/2015	133.54	No 0		.00		001-020-5048	5/15
									001-048-5048	
Total 052815				33,529.21						
Total 1340				33,529.21						
COMMERCIAL POOL REPAIR		3625								
14101	1 Inv	REPAIRS/SUPPLIES	05/26/2015 06/02/2015	872.72	2 No		.00		001-031-5026	5/15
14268	1 Inv	REPAIRS/SUPPLIES	05/26/2015 06/02/2015	1,029.80	2 No		.00		001-031-5026	5/15
Total 3625				1,902.52						
CARQUEST AUTO PARTS		2440								
052815	1 Inv	PARTS	05/28/2015 05/28/2015	22.23	0 No		.00		001-085-5026	5/15
052815	2 Inv	PARTS	05/28/2015 05/28/2015	273.95	0 No		.00		001-085-5024	5/15
052815	3 Inv	PARTS	05/28/2015 05/28/2015	31.59	0 No		.00		001-084-5024	5/15
052815	4 Inv	PARTS	05/28/2015 05/28/2015	52.80	0 No		.00		001-031-5026	5/15
052815	5 Inv	PARTS	05/28/2015 05/28/2015	19.61	0 No		.00		002-092-5026	5/15

Invoice No	Vendor Name Seq Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
052815	6 Inv	PARTS	05/28/2015	39.81	0		.00			5/15
			05/28/2015		No			002-092-5024		
052815	7 Inv	PARTS	05/28/2015	165.12	0		.00			5/15
			05/28/2015		No			001-050-5024		
052815	8 Inv	PARTS	05/28/2015	31.82	0		.00			5/15
			05/28/2015		No			001-005-5024		
052815	9 Inv	PARTS	05/28/2015	74.97	0		.00			5/15
			05/28/2015		No			007-087-5024		
052815	10 Inv	PARTS	05/28/2015	82.80	0		.00			5/15
			05/28/2015		No			001-040-5022		
052815	11 Inv	PARTS	05/28/2015	197.45	0		.00			5/15
			05/28/2015		No			001-040-5024		
Total 052815				992.15						
Total 2440				992.15						
DANA KEPNER CO.		4071								
4628054	1 Inv	PARTS	05/20/2015	36.28	1		.00			5/15
			06/09/2015		No			001-131-5040		
4628015	1 Inv	PARTS	05/11/2015	33.50	1		.00			5/15
			05/31/2015		No			002-091-5026		
4628007	1 Inv	PARTS	05/11/2015	917.40	1		.00			5/15
			05/31/2015		No			002-091-5026		
4628001	1 Inv	PARTS	05/12/2015	248.24	1		.00			5/15
			06/01/2015		No			002-091-5026		
Total 4071				1,235.42						
FUTURE TIRE, INC.		5241								
W35139	1 Inv	TIRE	05/04/2015	100.00	2		.00			5/15
			05/11/2015		No			001-004-5024		
W35157	1 Inv	TIRE	05/05/2015	66.82	2		.00			5/15
			05/12/2015		No			007-087-5024		
W35129	1 Inv	MOUNTING	05/01/2015	20.18	2		.00			5/15
			05/08/2015		No			001-050-5024		
W35230	1 Inv	TIRE	05/12/2015	133.64	2		.00			5/15
			05/19/2015		No			002-091-5024		
W35234	1 Inv	TIRE	05/12/2015	143.79	2		.00			5/15
			05/19/2015		No			002-091-5024		
W35350	1 Inv	TIRE	05/26/2015	222.65	2		.00			5/15
			06/02/2015		No			001-004-5024		
Total 5241				687.08						
HATCH'S QUICK STOP		5870								
13103	1 Inv	FUEL	05/20/2015	84.83	0		.00			5/15
			05/28/2015		No			007-087-5027		
13046	1 Inv	FUEL	05/07/2015	84.72	0		.00			5/15
			05/28/2015		No			007-087-5027		
13045	1 Inv	FUEL	05/07/2015	58.96	0		.00			5/15
			05/28/2015		No			007-087-5027		
13099	1 Inv	PROPANE	05/20/2015	10.84	0		.00			5/15
			05/28/2015		No			001-031-5027		

Invoice No	Vendor Name Seq Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
Total 5870				239.35						
MOHAVE ENVIRONMENTAL LAB 8270										
71292	1 Inv	ANALYSIS	05/14/2015 05/28/2015	200.00	0 No		.00	002-091-5041		5/15
PAGE STEEL 9240										
53630	1 Inv	steel	05/22/2015 05/28/2015	2,011.12	0 No		.00	001-050-5026		5/15
ROUTE 66 LUMBER & HARDWARE 650										
30206	1 Inv	PARTS	05/02/2015 05/28/2015	15.00	0 No		.00	002-091-5024		5/15
30224	1 Inv	SUPPLIES	05/06/2015 05/28/2015	10.31	0 No		.00	002-091-5026		5/15
30298	1 Inv	LUMBER	05/12/2015 05/28/2015	23.07	0 No		.00	007-087-5026		5/15
30306	1 Inv	LUMBER	05/12/2015 05/28/2015	78.63	0 No		.00	001-131-5040		5/15
30305	1 Inv	SUPPLIES	05/08/2015 05/28/2015	22.67	0 No		.00	001-020-5026		5/15
30455	1 Inv	LUMBER	05/20/2015 05/28/2015	35.34	0 No		.00	001-131-5040		5/15
30421	1 Inv	LUMBER	05/21/2015 05/28/2015	86.95	0 No		.00	001-131-5040		5/15
Total 650				271.97						
Total 5/28/2015				50,477.07						

05/28/2015 GL Period Summary

GL Period	Amount
5/15	50,477.07
	50,477.07
Grand Total:	50,477.07

Report GL Period Summary

GL Period	Amount
5/15	50,477.07
	50,477.07

GL Period	Amount			
Vendor Number Hash:	138584			
Vendor Number Hash - Split:	237936			
Total Number of Invoices:	36			
Total Number of Transactions:	81			

TC	Terms Description	Invoice Amt	Discount Amt	Net Inv Amt
0	Open Terms	45,642.28	.00	45,642.28
1	NET 20	1,235.42	.00	1,235.42
2	NET 7	3,599.37	.00	3,599.37
3	IMMEDIATELY	.00	.00	.00
		<u>50,477.07</u>	<u>.00</u>	<u>50,477.07</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
5/27/2015												
Northland Turf				22406								
052715	1	Inv	Sod For Splashpad		05/27/2015	656.93	3		.00			5/15
					05/27/2015		No			001-131-5040		
Total 5/27/2015						656.93						

05/27/2015 GL Period Summary

GL Period	Amount
5/15	656.93
	656.93

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
5/28/2015												
U.S. POSTMASTER				21221								
74	1	Inv	UTILITIY BILLING		06/01/2015	296.67	0		.00		5/15	Y
					06/01/2015		No			002-090-5042		
74	2	Inv	UTILITY BILLING		06/01/2015	296.67	0		.00		5/15	Y
					06/01/2015		No			002-091-5042		
74	3	Inv	UTILITY BILLING		06/01/2015	296.67	0		.00		5/15	Y
					06/01/2015		No			002-092-5042		
Total 74						890.01						
Total 21221						890.01						
YESCO				21716								
46	1	Inv	MAINTENANCE		06/01/2015	276.00	0		.00		5/15	Y
					06/01/2015		No			006-014-5049		
RICOH USA				21881								
8012024	1	Inv	CONTRACT200-3040536-1		06/01/2015	451.78	0		.00		5/15	Y
					06/01/2015		No			001-004-5047		
CABLE ONE 23414-459480-01-5				21944								
10012044	1	Inv	UTILITIES		06/01/2015	58.00	0		.00		5/15	Y
					06/01/2015		No			001-060-5048		
CABLE ONE 23414-123561-01-8				21945								
10012044	1	Inv	UTILITIES		06/01/2015	58.00	0		.00		5/15	Y
					06/01/2015		No			001-050-5048		
CABLEONE 23414-468261-01-6				21946								
10012044	1	Inv	UTILITIES		06/01/2015	222.87	0		.00		5/15	Y
					06/01/2015		No			001-004-5048		
10012044	2	Inv			06/01/2015	.00	0		.00		5/15	Y
					06/01/2015		No					
Total 10012044						222.87						
Total 21946						222.87						
CABLEONE #23414-470574-01-1				22006								
3012040	1	Inv	UTILITIES		06/01/2015	111.94	0		.00		5/15	Y
					06/01/2015		No			001-020-5048		
LARSON WASTE				22010								
2012019	1	Inv	RESIDENTIAL CONTRACT		06/01/2015	12,665.00	0		.00		5/15	Y
					06/01/2015		No			002-090-5049		
CABLE ONE 23414-472364-01-4				22031								
50138	1	Inv	UTILITIES		06/01/2015	75.45	0		.00		5/15	Y
					06/01/2015		No			002-091-5048		
CABLEONE 23414-472179-01-7				22148								
11012032	1	Inv	UTILITIES		06/01/2015	130.99	0		.00		5/15	Y
					06/01/2015		No			002-091-5048		
11012032	2	Inv	UTILITIES		06/01/2015	130.99	0		.00		5/15	Y

R Column: Y = Recurring Payment

Invoice No	Vendor Name Seq Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
			06/01/2015		No				002-092-5048	
	Total 11012032			281.98						
	Total 22148			281.98						
CABLEONE 23414-472788-01-6		22223								
7012025	1 Inv UTILITIES		06/01/2015	218.34	0		.00			5/15 Y
			06/01/2015		No			006-014-5048		
ADVANCED INFOR SYSTEMS		21240								
12281	1 Inv UTILITY BILLING		05/27/2015	84.64	0		.00			5/15
			05/28/2015		No			002-090-5042		
12281	2 Inv UTILITY BILLING		05/27/2015	84.64	0		.00			5/15
			05/28/2015		No			002-091-5042		
12281	3 Inv UTILITY BILLING		05/27/2015	84.63	0		.00			5/15
			05/28/2015		No			002-092-5042		
	Total 12281			253.91						
	Total 21240			253.91						
AVESIS THIRD PARTY ADMIN INC		21412								
060115	1 Inv INSURANCE PREMIUM		05/21/2015	13.98	0		.00			5/15
			05/28/2015		No			099-0002524		
060115	2 Inv INSURANCE PREMIUM		05/21/2015	415.10	0		.00			5/15
			05/28/2015		No			099-0002524		
	Total 060115			429.08						
	Total 21412			429.08						
ACEVES, ELIZABETH ELSON		21892								
052815	1 Inv TRAINING		05/26/2015	700.00	0		.00			5/15
			05/28/2015		No			001-031-5041		
HHS CHOIR PARENT ORG		22407								
052215	1 Inv Rt 66 Festival		05/22/2015	550.00	0		.00			5/15
			05/28/2015		No			006-014-6004		
JJ May / Cowhouse Band		22408								
051815	1 Inv Services		05/18/2015	300.00	0		.00			5/15
			05/28/2015		No			006-014-6004		
RT66 GEARHEADS / EARL KESTER		22409								
052715	1 Inv ROUTE66 FESTIVAL BURN		05/27/2015	500.00	0		.00			5/15
			05/28/2015		No			006-014-6004		
O'REILLY AUTO PARTS		21622								
317210	1 Inv PARTS		05/05/2015	4.90	0		.00			5/15
			05/28/2015		No			001-099-5024		
317212	1 Inv PARTS		05/05/2015	4.90	0		.00			5/15
			05/28/2015		No			001-099-5024		
316783	1 Inv PARTS		05/01/2015	23.63	0		.00			5/15
			05/28/2015		No			001-050-5024		

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
317534	1	Inv	PARTS	05/07/2015	65.45	0		.00			5/15
				05/28/2015		No			001-085-5024		
319911	1	Inv	PARTS	05/26/2015	13.94	0		.00			5/15
				05/28/2015		No			002-091-5024		
320029	1	Inv	PARTS	05/27/2015	19.39	0		.00			5/15
				05/28/2015		No			002-091-5024		
Total 21622					132.21						
PECK, STEVE & ELIZABETH			22373								
060115	1	Inv	RESTITUTION	05/28/2015	200.00	0		.00			5/15
				05/28/2015		No			001-000-4710		
PRO-BUILD			21489								
41-20150325	1	Inv	SUPPLIES	03/25/2015	9.99	0		.00			5/15
				05/28/2015		No			006-014-5026		
QUALITY READY MIX-CEMEX			9955								
9430902679	1	Inv	CEMENT	05/13/2015	1,938.25	8	05/28/2015	18.27			5/15
				06/12/2015		No			007-087-5026		
9430902680	1	Inv	CEMENT	05/14/2015	1,184.49	8	05/29/2015	11.84			5/15
				06/13/2015		No			007-087-5026		
Total 9955					3,122.74						
R.A.G.H.T.			10005								
060115	1	Inv	INSURANCE PREMIUMS	05/28/2015	56,731.83	2		.00			5/15
				06/04/2015		No			099-0002524		
Raindeck			22385								
13671	1	Inv	Splashpad Building Material	05/20/2015	7,980.00	0		.00			5/15
				05/28/2015		No			001-131-5040		
SHOW LOW BLOCK			10760								
30616	1	Inv	TOOLS	05/14/2015	46.97	0		.00			5/15
				05/28/2015		No			007-087-5026		
SENTRY FIRE PROTECTION			10670								
185272	1	Inv	Gear / Equip	05/21/2015	203.99	0		.00			5/15
				05/28/2015		No			001-085-5023		
SKAGGS UNIFORMS&EQUIPMENT			22355								
2478407	1	Inv	UNIFORMS	05/01/2015	10.00	0		.00			5/15
				05/28/2015		No			001-050-5023		
2481201	1	Inv	UNIFORMS	05/07/2015	92.90	0		.00			5/15
				05/28/2015		No			001-050-5023		
Total 22355					102.90						
SIMPSON NORTON			10840								
1466922	1	Inv	PARTS	05/18/2015	103.11	0		.00			5/15
				05/28/2015		No			001-040-5024		
1466922-01	1	Inv	PARTS	05/19/2015	83.80	0		.00			5/15
				05/28/2015		No			001-040-5024		

Invoice No	Seq	Vendor Name Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
Total 10840					186.91						
SPRINKLER WORLD			11200								
S3364123	1	Inv PARTS		05/21/2015 05/28/2015	100.01	0 No		.00		001-031-5026	5/15
WELDING SERVICES & SUPPLY			12815								
17818	1	Inv SUPPLIES		05/22/2015 05/29/2015	28.93	2 No		.00		001-050-5026	5/15
17765	1	Inv SUPPLIES		05/22/2015 05/29/2015	28.06	2 No		.00		007-087-5024	5/15
Total 12815					56.99						
WILKINSON GRAPHICS & AUTO			21689								
052615	1	Inv REPAIRS		05/26/2015 05/28/2015	225.00	0 No		.00		002-092-5024	5/15
RIM COUNTRY MECHANICAL			10290								
12111	1	Inv Furnace		05/28/2015 05/28/2015	5,892.00	0 No		.00		006-014-5052	5/15
Total 5/28/2015					93,013.90						

05/28/2015 GL Period Summary

GL Period	Amount
5/15	93,013.90
	93,013.90
Grand Total:	93,670.83

Report GL Period Summary

GL Period	Amount
5/15	93,670.83
	93,670.83

Vendor Number Hash: 777768
 Vendor Number Hash - Split: 928196
 Total Number of Invoices: 41
 Total Number of Transactions: 48

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
TC		Terms Description	Invoice Amt	Discount Amt	Net Inv Amt						
0		Open Terms	33,102.34	.00	33,102.34						
2		NET 7	56,788.82	.00	56,788.82						
3		IMMEDIATELY	656.93	.00	656.93						
8		1% 15TH, NET 30TH	3,122.74	30.11	3,092.63						
			93,670.83	30.11	93,640.72						

Report Criteria:

Invoice.Vendor No = 9701-99999

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
5/28/2015												
LEXIS-NEXIS (ACCURINT)			169									
66	1	Inv	BACKGROUND CHECKS		06/01/2015	50.00	2		.00		5/15	Y
					06/01/2015		No			001-004-5041		
66	2	Inv			06/01/2015	.00	2		.00		5/15	Y
					06/01/2015		No					
66	3	Inv			06/01/2015	.00	2		.00		5/15	Y
					06/01/2015		Yes					
Total 66						50.00						
Total 169						50.00						
BETTER COMMUNICATIONS CO			2430									
7012112	1	Inv	Radio Contract		06/01/2015	.00	0		.00		5/15	Y
					06/01/2015		No			001-004-5047		
7012112	2	Inv	Radio contract		06/01/2015	.00	0		.00		5/15	Y
					06/01/2015		No			001-031-5047		
7012112	3	Inv	Radio Contract		06/01/2015	529.90	0		.00		5/15	Y
					06/01/2015		No			001-050-5047		
7012112	4	Inv	Radio Contract		06/01/2015	312.63	0		.00		5/15	Y
					06/01/2015		No			001-060-5047		
7012112	5	Inv	Radio Contract		06/01/2015	.00	0		.00		5/15	Y
					06/01/2015		No			001-084-5047		
7012112	6	Inv	Radio Contract		06/01/2015	.00	0		.00		5/15	Y
					06/01/2015		No			001-085-5047		
7012112	7	Inv	Radio Contract		06/01/2015	.00	0		.00		5/15	Y
					06/01/2015		No			002-090-5047		
7012112	8	Inv	Radio Contract		06/01/2015	.00	0		.00		5/15	Y
					06/01/2015		No			002-091-5047		
7012112	9	Inv	Radio Contract		06/01/2015	.00	0		.00		5/15	Y
					06/01/2015		No			002-092-5047		
7012112	10	Inv	Radio Contract		06/01/2015	.00	0		.00		5/15	Y
					06/01/2015		No			001-040-5047		
7012112	11	Inv	Radio Contract		06/01/2015	.00	0		.00		5/15	Y
					06/01/2015		No			007-087-5047		
Total 7012112						842.53						
Total 2430						842.53						
CABLE ONE23414-120774-01-0			2940									
10012110	1	Inv	UTILITIES		06/01/2015	.00	0		.00		5/15	Y
					06/01/2015		No			001-060-5048		
10012110	2	Inv	UTILITIES		06/01/2015	105.95	0		.00		5/15	Y
					06/01/2015		No			001-050-5048		
10012110	3	Inv	UTILITIES		06/01/2015	.00	0		.00		5/15	Y
					06/01/2015		No			001-093-5048		
10012110	4	Inv	UTILITIES		06/01/2015	.00	0		.00		5/15	Y
					06/01/2015		No			001-050-5048		
10012110	5	Inv	UTILITIES		06/01/2015	.00	0		.00		5/15	Y
					06/01/2015		No			001-004-5048		

R Column: Y = Recurring Payment

Vendor Name	Vendor No	Invoice No	Seq	Type	Description	Inventory No	Inv Date	Due Date	Total Cost	Term	Disc Date	Disc Amt	PO Number	GL Per	GL Acct	R	
Total 10012110									105.95								
Total 2940									105.95								
CHAMBER OF COMMERCE		3220															
200656	1	Inv	MOU	06/01/2015	4,750.00	0									5/15	Y	
				06/01/2015		No							006-014-5059				
200656	2	Inv		06/01/2015	.00	0						.00			5/15	Y	
				06/01/2015		No											
Total 200656									4,750.00								
Total 3220									4,750.00								
CYBERTRAILS		3960															
7312096	1	Inv	EMAIL AND BACKUP	06/01/2015	92.65	2									5/15	Y	
				06/01/2015		No							001-004-5047				
7312096	2	Inv		06/01/2015	.00	2						.00			5/15	Y	
				06/01/2015		No											
Total 7312096									92.65								
Total 3960									92.65								
ESSENTIAL DATA CONTROL SYSTEM		4771															
7012025	1	Inv	PROFESSIONAL SERVICE	06/01/2015	350.00	2						.00			5/15	Y	
				06/01/2015		Yes							002-092-5041				
7012025	2	Inv	PROFESSIONAL SERVICE	06/01/2015	500.00	2						.00			5/15	Y	
				06/01/2015		Yes							002-091-5041				
Total 7012025									850.00								
Total 4771									850.00								
IKON FINANCIAL SERVICES		6503															
9012108	1	Inv	COPIER LEASE	06/01/2015	.00	3									5/15	Y	
				06/01/2015		No							001-004-5049				
9012108	2	Inv	COPIER MAINTENANCE C	06/01/2015	.00	3						.00			5/15	Y	
				06/01/2015		No							001-050-5047				
Total 9012108									.00								
Total 6503									.00								
NAVAJO COUNTY HISTORICAL		8720															
36	1	Inv	CONTRIBUTION	06/01/2015	2,700.00	0						.00			5/15	Y	
				06/01/2015		No							006-014-5057				
AUTO SAFETY HOUSE		1571															
035697H	1	Inv	PARTS/REPAIRS	05/21/2015	17.12	2						.00			5/15		
				05/28/2015		No							001-085-5026				
ARIZONA PUBLIC SERVICE		1340															
052815	1	Inv	UTILITIES	05/28/2015	487.75	0						.00			5/15		

R Column: Y = Recurring Payment

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
				05/28/2015		No				001-060-5048	
052815	2	Inv	UTILITIES	05/28/2015	11,012.29	0		.00			5/15
				05/28/2015		No				002-091-5048	
052815	3	Inv	UTILITIES	05/28/2015	13,483.33	0		.00			5/15
				05/28/2015		No				002-092-5048	
052815	4	Inv	UTILITIES	05/28/2015	2,720.84	0		.00			5/15
				05/28/2015		No				001-031-5048	
052815	5	Inv	UTILITIES	05/28/2015	985.93	0		.00			5/15
				05/28/2015		No				001-050-5048	
052815	6	Inv	UTILITIES	05/28/2015	175.84	0		.00			5/15
				05/28/2015		No				001-093-5048	
052815	7	Inv	UTILITIES	05/28/2015	1,072.58	0		.00			5/15
				05/28/2015		No				007-087-5048	
052815	8	Inv	UTILITIES	05/28/2015	336.46	0		.00			5/15
				05/28/2015		No				001-040-5048	
052815	9	Inv	UTILITIES	05/28/2015	118.00	0		.00			5/15
				05/28/2015		No				002-090-5048	
052815	10	Inv	UTILITIES	05/28/2015	1,075.01	0		.00			5/15
				05/28/2015		No				001-099-5048	
052815	11	Inv	UTILITIES	05/28/2015	104.05	0		.00			5/15
				05/28/2015		No				001-084-5048	
052815	12	Inv	UTILITIES	05/28/2015	456.09	0		.00			5/15
				05/28/2015		No				001-040-5048	
052815	13	Inv	UTILITIES	05/28/2015	591.40	0		.00			5/15
				05/28/2015		No				006-014-5048	
052815	14	Inv	UTILITIES	05/28/2015	34.93	0		.00			5/15
				05/28/2015		No				001-084-5048	
052815	15	Inv	UTILITIES	05/28/2015	741.17	0		.00			5/15
				05/28/2015		No				001-020-5048	
052815	16	Inv	UTILITIES	05/28/2015	133.54	0		.00			5/15
				05/28/2015		No				001-048-5048	
Total 052815					33,529.21						
Total 1340					33,529.21						
COMMERCIAL POOL REPAIR			3625								
14101	1	Inv	REPAIRS/SUPPLIES	05/26/2015	872.72	2		.00			5/15
				06/02/2015		No				001-031-5026	
14268	1	Inv	REPAIRS/SUPPLIES	05/26/2015	1,029.80	2		.00			5/15
				06/02/2015		No				001-031-5026	
Total 3625					1,902.52						
CARQUEST AUTO PARTS			2440								
052815	1	Inv	PARTS	05/28/2015	22.23	0		.00			5/15
				05/28/2015		No				001-085-5026	
052815	2	Inv	PARTS	05/28/2015	273.95	0		.00			5/15
				05/28/2015		No				001-085-5024	
052815	3	Inv	PARTS	05/28/2015	31.59	0		.00			5/15
				05/28/2015		No				001-084-5024	
052815	4	Inv	PARTS	05/28/2015	52.80	0		.00			5/15
				05/28/2015		No				001-031-5026	
052815	5	Inv	PARTS	05/28/2015	19.61	0		.00			5/15
				05/28/2015		No				002-092-5026	

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
052815	6	Inv	PARTS		05/28/2015	39.81	0		.00			5/15
					05/28/2015		No			002-092-5024		
052815	7	Inv	PARTS		05/28/2015	165.12	0		.00			5/15
					05/28/2015		No			001-050-5024		
052815	8	Inv	PARTS		05/28/2015	31.82	0		.00			5/15
					05/28/2015		No			001-005-5024		
052815	9	Inv	PARTS		05/28/2015	74.97	0		.00			5/15
					05/28/2015		No			007-087-5024		
052815	10	Inv	PARTS		05/28/2015	82.80	0		.00			5/15
					05/28/2015		No			001-040-5022		
052815	11	Inv	PARTS		05/28/2015	197.45	0		.00			5/15
					05/28/2015		No			001-040-5024		
Total 052815						992.15						
Total 2440						992.15						
DANA KEPNER CO.				4071								
4628054	1	Inv	PARTS		05/20/2015	36.28	1		.00			5/15
					06/09/2015		No			001-131-5040		
4628015	1	Inv	PARTS		05/11/2015	33.50	1		.00			5/15
					05/31/2015		No			002-091-5026		
4628007	1	Inv	PARTS		05/11/2015	917.40	1		.00			5/15
					05/31/2015		No			002-091-5026		
4628001	1	Inv	PARTS		05/12/2015	248.24	1		.00			5/15
					06/01/2015		No			002-091-5026		
Total 4071						1,235.42						
FUTURE TIRE, INC.				5241								
W35139	1	Inv	TIRE		05/04/2015	100.00	2		.00			5/15
					05/11/2015		No			001-004-5024		
W35157	1	Inv	TIRE		05/05/2015	66.82	2		.00			5/15
					05/12/2015		No			007-087-5024		
W35129	1	Inv	MOUNTING		05/01/2015	20.18	2		.00			5/15
					05/08/2015		No			001-050-5024		
W35230	1	Inv	TIRE		05/12/2015	133.64	2		.00			5/15
					05/19/2015		No			002-091-5024		
W35234	1	Inv	TIRE		05/12/2015	143.79	2		.00			5/15
					05/19/2015		No			002-091-5024		
W35350	1	Inv	TIRE		05/26/2015	222.65	2		.00			5/15
					06/02/2015		No			001-004-5024		
Total 5241						687.08						
HATCH'S QUICK STOP				5870								
13103	1	Inv	FUEL		05/20/2015	84.83	0		.00			5/15
					05/28/2015		No			007-087-5027		
13046	1	Inv	FUEL		05/07/2015	84.72	0		.00			5/15
					05/28/2015		No			007-087-5027		
13045	1	Inv	FUEL		05/07/2015	58.96	0		.00			5/15
					05/28/2015		No			007-087-5027		
13099	1	Inv	PROPANE		05/20/2015	10.84	0		.00			5/15
					05/28/2015		No			001-031-5027		

Invoice No	Vendor Name Seq Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
Total 5870				239.35						
MOHAVE ENVIRONMENTAL LAB 8270										
71292	1 Inv	ANALYSIS	05/14/2015 05/28/2015	200.00	0 No		.00	002-091-5041		5/15
PAGE STEEL 9240										
53630	1 Inv	steel	05/22/2015 05/28/2015	2,011.12	0 No		.00	001-050-5026		5/15
ROUTE 68 LUMBER & HARDWARE 650										
30206	1 Inv	PARTS	05/02/2015 05/28/2015	15.00	0 No		.00	002-091-5024		5/15
30224	1 Inv	SUPPLIES	05/06/2015 05/28/2015	10.31	0 No		.00	002-091-5026		5/15
30298	1 Inv	LUMBER	05/12/2015 05/28/2015	23.07	0 No		.00	007-087-5026		5/15
30306	1 Inv	LUMBER	05/12/2015 05/28/2015	78.63	0 No		.00	001-131-5040		5/15
30305	1 Inv	SUPPLIES	05/08/2015 05/28/2015	22.67	0 No		.00	001-020-5026		5/15
30455	1 Inv	LUMBER	05/20/2015 05/28/2015	35.34	0 No		.00	001-131-5040		5/15
30421	1 Inv	LUMBER	05/21/2015 05/28/2015	86.95	0 No		.00	001-131-5040		5/15
Total 650				271.97						
Total 5/28/2015				50,477.07						

05/28/2015 GL Period Summary

GL Period	Amount
5/15	50,477.07
	<u>50,477.07</u>
Grand Total:	<u>50,477.07</u>

Report GL Period Summary

GL Period	Amount
5/15	50,477.07
	<u>50,477.07</u>

<u>GL Period</u>	<u>Amount</u>
Vendor Number Hash:	138584
Vendor Number Hash - Split:	237936
Total Number of Invoices:	36
Total Number of Transactions:	81

<u>TC</u>	<u>Terms Description</u>	<u>Invoice Amt</u>	<u>Discount Amt</u>	<u>Net Inv Amt</u>
0	Open Terms	45,642.28	.00	45,642.28
1	NET 20	1,235.42	.00	1,235.42
2	NET 7	3,599.37	.00	3,599.37
3	IMMEDIATELY	.00	.00	.00
		<u>50,477.07</u>	<u>.00</u>	<u>50,477.07</u>

Report Criteria:
Invoice.Vendor No = 1-9699

1 MINUTES OF THE HOLBROOK CITY COUNCIL SPECIAL MEETING HELD ON
2 MARCH 17, 2015
3

4 CALL TO ORDER: Vice-Mayor Haussman called the meeting to order at 7:00 p.m.
5 Roll Call:

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

9 CITY STAFF:

10 City Manager Ray Alley and City Clerk Cher Reyes.

11 NEW BUSINESS:

12 Vice-Mayor Haussman asked City Clerk Reyes to explain the canvass. City Clerk
13 Reyes stated that there were three official write in candidates for the primary election.
14 Ms. Reyes stated that all write in votes are tabulated but only those for an official write
15 in candidate are counted. Ms. Reyes stated there are several variations of the names of
16 the write in candidates and that they have been listed separately on the canvass. Clerk
17 Reyes stated that State Statute reads that the City Council in canvassing the vote is
18 required by law to take into consideration the apparent intent of the voter as to write-in
19 votes. Councilmember Carlisle stated that he would accept all the Tim Dixon ones
20 except the Tim Nixson, all the Earl Kester variations and all Francie Payne's except the
21 Payne and Francie Tayner votes. Vice-Mayor Haussman stated that he agreed with
22 Councilmember Carisle. City Manager Alley stated that they all sound phonetically the
23 same and says the same thing. Councilmember Cobb stated that he concurred.
24 Councilmember Peterson stated that he believes that the intent of the voter was to vote
25 for the official write in candidates even if they wrote Tayner and Nixson the intent can

1 be seen. Vice-Mayor Haussman read ARS relating to this issue of determining the
2 intent of the voters. Councilmember Peterson said that if a name was misspelled a
3 name the standard would be could they tell the intent of the voter and he believes they
4 can. Councilmember Carlisle agreed. Councilmember Cobb made a motion to accept
5 all votes that are for the write-in candidates on the canvass. Councilmember Peterson
6 seconded. A roll call vote was held with the following results:
7 Councilmember Carlisle, "aye", Councilmember Cobb, "aye", Councilmember Peterson,
8 "aye", Councilmember Maxwell, "aye", Councilmember Tyler "aye", and Vice-Mayor
9 Haussman, "aye".

10 Adjournment:

11
12 There being no further business to come before the Council, the meeting was
13 adjourned at 7:12 p.m.
14

15
16 _____
Charles Haussman, Vice-Mayor

17 **CERTIFICATION:**
18 I hereby certify that the foregoing minutes are a true and correct copy of the minutes of
19 the Special Meeting of the Holbrook City Council held on the 17th day of March 2015. I
20 further certify that the meeting was duly called and held and that a quorum was present.

21
22 _____
23 Cher Reyes, CMC, CPM, City Clerk
24

1 be seen. Vice-Mayor Haussman read ARS relating to this issue of determining the
2 intent of the voters. Councilmember Peterson said that if a name was misspelled a
3 name the standard would be could they tell the intent of the voter and he believes they
4 can. Councilmember Carlisle agreed. Councilmember Cobb made a motion to accept
5 all votes that are for the write-in candidates on the canvass. Councilmember Peterson
6 seconded. A roll call vote was held with the following results:

7 Councilmember Carlisle, "aye", Councilmember Cobb, "aye", Councilmember Peterson,
8 "aye", Councilmember Maxwell, "aye", Councilmember Tyler "aye", and Vice-Mayor
9 Haussman, "aye".

10 Adjournment:

11
12 There being no further business to come before the Council, the meeting was
13 adjourned at 7:12 p.m.
14

15
16 _____
Charles Haussman, Vice-Mayor

17 **CERTIFICATION:**

18 I hereby certify that the foregoing minutes are a true and correct copy of the minutes of
19 the Special Meeting of the Holbrook City Council held on the 17th day of March 2015. I
20 further certify that the meeting was duly called and held and that a quorum was present.
21

22
23 _____
Cher Reyes, CMC, CPM, City Clerk
24

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

15 MAY 6 Lic. Lic. # 9 23

APPLICATION FOR AGENT CHANGE - ACQUISITION OF CONTROL - RESTRUCTURE

Check
Appropriate
Box

Agent Change
Complete Sections 1,2,3,4,6
(See Note 1 on back)

Acquisition of Control
Complete Sections 1,2; (3,4 if changing Agent), 6

Restructure
Complete Sections 1,2,(3,4 if changing Agent) ,5,6
(See Note 2 on back)

SECTION 1 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

- Name (INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER)

Lewkowitz	Andrea	Dahlman	09090029
Last	First	Middle	Liquor License #
- Corporation L.L.C. N/A: Safeway, Inc. Corp. File #: F-0037205-0
(Exactly as it appears on Articles of Inc. or Articles of Org.)
- Business Name: Safeway Food & Drug #3189
(Exactly as it appears on license)
- Business Address: 702 W. Hopi Dr. Holbrook Navajo 86025
(Do not use P.O. Box Number) City COUNTY Zip
- Is the business located within the incorporated limits of the above city or town? Yes No
- Mailing Address: 2600 N. Central Avenue, Suite 1775 Phoenix AZ 85004
City State Zip
- Business Phone: (928) 524-3313 Residence Phone: (602) 200-7222
- Does this transaction involve the sale of any portion of the corporate stock? YES NO N/A If yes, submit a certified copy of minutes.
- Has there been any change of officers? YES NO N/A If yes, submit a certified copy of minutes.

SECTION 2 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each person listed in Section II must submit a personal questionnaire (Form LIC0101) and a Department approved fingerprint card which may be obtained at the Dept. A person appearing in both lists need only submit one questionnaire and fingerprint card.

1. List individual owner or partners or all directors, officers in corp., members in LLC:

Last	First	Middle	Title	Residence Address	City	State	Zip
See attached							

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

2. List stockholders or controlling members owning 10% or more of Corp/LLC:

Last	First	Middle	% Owned	Residence Address	City	State	Zip
See attached							

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

Date Received	5/15/15
CSR	DW

Safeway Inc.

AB Acquisition LLC (B)
(12/8/06 DE)

OFFICERS:
Robert Miller: Exec. Chairman
Robert Edwards: Pres/CEO
Justin Dye: EVP/COO
Richard Navarro: EVP

"CLASS B MEMBERS" (Safeway ONLY)
Safeway Group Holdings Inc. (94.29% parent entity for AB Acquisition LLC "Class B" members only)
Robert Miller: Executive Chairman
Robert Edwards: President/CEO
Justin Dye: COO
Robert Gordon: EVP/Sec/GC

Cerberus Iceberg, LLC (39.22%) (Stephen Feinberg, Director reported on CP Affidavit)
Cerberus Partners, LP (52.45%)
GP: Cerberus Associates, L.L.C.
Cerberus Institutional Partners V, LP (31.73%)
GP: Cerberus Institutional Associates II L.L.C.
(No other member owns 10% or greater of licensee Safeway Inc.)

Jubilee ABS Holding, LLC (15.11%) (Jay Schottenstein, Director reported on CP Affidavit)
(No member owns 10% or greater of licensee Safeway Inc.)

Klaff Markets Holdings, LLC (15.11%) (Hersch Klaff, Director reported on CP Affidavit)
(No member owns 10% or greater of licensee Safeway Inc.)

Lubert-Adler SAN Aggregator, L.P. (15.11%) (Daan Adlar, Director reported on CP Affidavit)
General Partner(s): Lubert-Adler Group SAN LLC
(No limited partner owns 10% or greater of licensee Safeway Inc.)

KRS AB Acquisition, LLC - 15.11% (David Henry, Director reported on CP Affidavit)
(No member owns 10% or greater of licensee Safeway Inc.)

(No other member owns 10% or greater of CLASS B Interest in AB Acquisition LLC)

Albertsons Holdings LLC (B)
ACC #R-1278448-8 (Delaware LLC)
(Sole Member: AB Acquisition LLC)

OFFICERS:
Robert Miller - Exec Chairman
Richard Navarro - EVP
Robert Edwards - Pres/CEO
Robert Gordon - EVP/Sec/GC

Safeway Inc (LICENSEE)
Acc #f-0037205-0 (Delaware Corp)
(Sole Shareholder: Albertsons Holdings LLC)

OFFICERS:
Robert Edwards - Pres/CEO
Robert Gordon - EVP/SEC/GC
Bradley Fox - VP/Treas

SECTION 3 (COMPLETE THIS SECTION FOR AGENT CHANGE)

1. If the corporation/L.L.C. is owned by another entity, ATTACH AN OWNERSHIP AND **DISCLOSURE** for the parent entity. Attach additional sheets as necessary in order to disclose real people.

As an Agent, will you be physically present and operating the licensed premises? YES NO

If you answered YES, you must provide proof of attendance of a Department approved Liquor Law Training Course within the last five years before your application for Agent can be submitted. If "no" a manager with approved training must be submitted.

SECTION 4 (COMPLETE THIS SECTION FOR AGENT CHANGE)

To be completed by the INDIVIDUAL OR EXISTING AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER:

1. License Number: _____ Date of last renewal: _____

2. Current Licensee or Agent: _____
(Exactly as it appears on license) Last First Middle

I, _____, hereby consent to the agent appointment named herein and agree to immediately assign a new agent in the event of the death, resignation, or discharge of this agent. I also understand that if the background report shows that I, the corporation, or any officer, director, member, or stockholder have been convicted of a felony in the past five (5) years, I will immediately surrender the license to the Arizona Department of Liquor Licenses and Control and hereby waive all rights to appeal such action.

State of _____ County of _____

X _____ The foregoing instrument was acknowledged before me this _____ day of _____, 2014
(Signature of INDIVIDUAL/ CORPORATE/CLUB OFFICER/MEMBER) Day Month Year

My commission expires on: _____ (Signature of NOTARY PUBLIC)

SECTION 5 (COMPLETE THIS SECTION FOR RESTRUCTURE)

Is there more than one licensed premises involved? YES NO If yes, **SEPARATE APPLICATIONS** must be filed and fees paid for each license/location.

Type of current ownership:

- J.T.W.R.O.S.
- INDIVIDUAL
- PARTNERSHIP
- CORPORATION
- LIMITED LIABILITY CO.
- TRUST
- OTHER Explain _____

Type of new ownership:

- J.T.W.R.O.S.
- INDIVIDUAL
- PARTNERSHIP
- CORPORATION
- LIMITED LIABILITY CO.
- TRUST
- OTHER Explain _____

SECTION 6 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

To be completed by INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER as listed in Question 1 Section 1:

I, Andrea Dahlman Lewkowicz, hereby declare that I am the APPLICANT filing this application.
(Print full name)

have read the application and the contents and all statements are true, correct and complete.

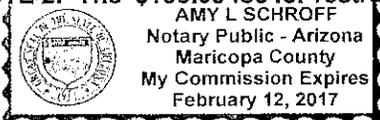
State of Arizona County of Maricopa

X _____ The foregoing instrument was acknowledged before me this _____ day of _____, 2015
(Signature of INDIVIDUAL OR AGENT) Day Month Year

My commission expires on: 02/12/2017 _____
(Signature of NOTARY PUBLIC)

NOTE 1: The fee for an agent change MUST be submitted with this application: \$100.00 for the first application and \$50.00 for each additional application, not to exceed \$1,000.00. (A.R.S. 4-209.H)

NOTE 2: The \$400.00 fee for restructure/acquisition of control MUST be submitted with this application. (A.R.S. 4-209.A)



Arizona Department of Liquor Licenses and Control
 800 W. Washington 5th Floor
 Phoenix AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

FOR DLLC USE ONLY

Event date(s): _____

Event time start/end: _____

APPLICATION FOR SPECIAL EVENT LICENSE
 Fee= \$25.00 per day for 1-10 days (consecutive)
 A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: Holbrook Chamber of Commerce

SECTION 2 Non-Profit/IRS Tax Exempt Number: 86 0104954

SECTION 3 The organization is a: (check one box only)
 Charitable (501.C) Fraternal (must have regular membership and have been in existence for over five (5) years)
 Religious Civic (Rotary, College Scholarship) Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises?
 Yes No

Name of Business	License Number	Phone (include Area Code)
------------------	----------------	---------------------------

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- Place license in non-use
- Dispense and serve all spirituous liquors under retailer's license
- Dispense and serve all spirituous liquors under special event
- Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

SECTION 6 What is the purpose of this event? On-site consumption Off-site (auction) Both

SECTION 7 Location of the Event: Holbrook Historic Courthouse Museum

Address of Location: <u>100 E. Arizona St.</u>	<u>Holbrook</u>	<u>Navajo/AZ</u>	<u>86025</u>
Street	City	County/State	Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? Yes No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Nilsson Michael Alma May 24, 1988
 Last First Middle Date of Birth

2. Applicant's mailing address: 100 E. Arizona St. Holbrook AZ 86025
 Street City State Zip

3. Applicant's home/cell phone: (928) 600-0553 Applicant's business phone: (____) _____

4. Applicant's email address: michael.nilsson@holbrookcommerce.org

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 0
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? Yes No
 (If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name	<u>Holbrook Chamber of Commerce</u>	Percentage	<u>100%</u>
Address	<u>100 E. Arizona St.</u>	<u>Holbrook</u>	<u>AZ 86025</u>
	Street	City	State Zip
Name	_____	Percentage	_____
Address	_____	_____	_____
	Street	City	State Zip

5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.
Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)
 _____ Number of Police 6 Number of Security Personnel Fencing Barriers
 Explanation: 4 volunteer Officers from the Navajjo County Sherrif's department will be present during the day and 2 additional paid security guards will be present at night.

SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.
 See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>July 10</u>	<u>Friday</u>	<u>10:00 AM</u>	<u>10:00 PM</u>
DAY 2:	<u>July 11</u>	<u>Saturday</u>	<u>10:00 AM</u>	<u>10:00 PM</u>
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

PLEASE SEE ATTACHED



Parking Lot

Church

Parking Lot

Rivers Street

B. Arizona

Parking Lot

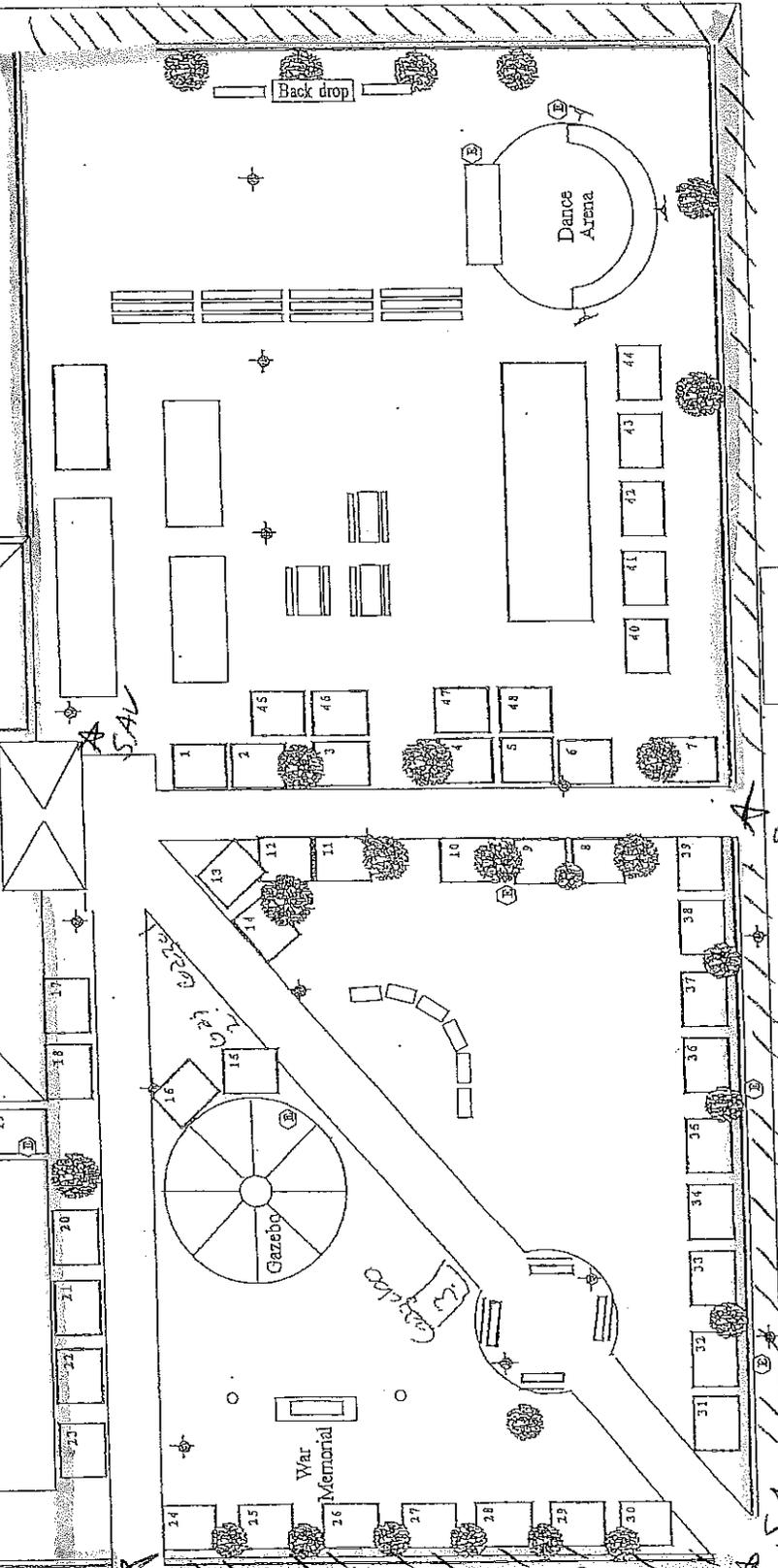
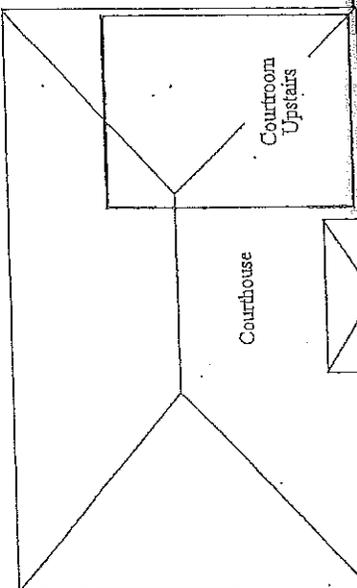
* SAV @ Exits
 /// half block wall
 □ Area allowed alcohol w/ wristband

Scale 10 feet



N

S



SAV

SAV

SAV

Newbig Blvd.

Parking at Old West Living Park

W

4 stray holes

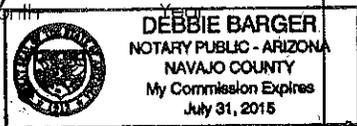
SECTION 13 This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, MICHAEL NILSSON declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON
(Print full name)
appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event
Liquor License.

X [Signature] Director 5/26/15 928-600-0553
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 25th May 2015
Day Month Year
State Arizona County of Navajo

My Commission Expires on: 07/31/2015 Debbie Barger
Date Signature of Notary Public



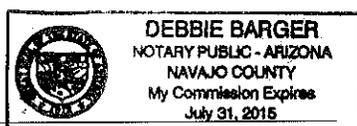
SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, MICHAEL ALMA NILSSON declare that I am the APPLICANT filing this application as
(Print full name)
listed in Section 9. I have read the application and the contents and all statements are true, correct and
complete.

X [Signature] DIRECTOR 5/26/15 928-600-0553
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 25th May 2015
Day Month Year
State Arizona County of Navajo

My Commission Expires on: 07/31/2015 Debbie Barger
Date Signature of Notary Public



The local governing body may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section

I, _____ recommend APPROVAL DISAPPROVAL
(government official) (Title)
on behalf of _____
(City, Town, County) Signature Date Phone

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____



HURST Jaws of Life, Inc.
711 North Post Road
Shelby, NC 28150
www.jawsoflife.com



Dinglee
Hurst
Lukas
Vetter

June 4, 2015

City of Holbrook Fire Dept.
PO Box 970
Holbrook, AZ 86025

Attention: Chief Cary Simpson:

This will confirm that, as of the date hereof, the following dealer is the sole authorized dealer who has been factory trained and certified by Hurst® on operation, maintenance and service of Hurst® Low Pressure (5,000 psi) rescue equipment whose sales territory includes the State of Arizona:

L. N. Curtis & Sons
Phoenix, Arizona
Phone Number: 1-877-453-3911
Fax Number: 602-453-3910

The safe use of Hurst® Low Pressure (5,000 psi) rescue equipment requires proper training on its operation, maintenance and service, and the only authorized Hurst dealer who provides this type of training whose sales territory includes the State of Arizona is the dealer identified above.

Thank you for your interest in Hurst® & Hurst Jaws of Life® rescue equipment. Feel free to contact us at 1-800-537-2659 or 704-487-6961 should you have any further questions or concerns.

Sincerely,

Kevin Halstead
Vice President Sales
Hurst Jaws of Life Products®

tar

Cc: Eric Sanders, Western Regional Sales Manager, Hurst Jaws of Life®, Inc.

(phone) 602-453-3911
 (toll free) 877-453-3911
 (fax) 602-453-3910
 azzsales@lncurtis.com

L.N.CURTIS & SONS

TOOLS FOR HEROES® since 1929

Southwest Division
 4647 South 33rd St.
 Phoenix, AZ 85040
 www.LNCURTIS.com

QUOTATION

DATE 05/20/15	TERMS NET 30 DAYS	F.O.B. DEST	BT	BASE CODE	QUOTATION NO. 5038611-00
------------------	----------------------	----------------	----	-----------	-----------------------------

TO: CITY OF HOLBROOK FIRE DEPT.
 ATTN CHIEF SIMPSON
 465 1ST AVE.
 HOLBROOK, AZ 86025

This quotation subject to acceptance within 30 days. Shipment contingent upon strikes, fires, accidents or other delays beyond reasonable control for the company. L.N. Curtis and Sons retains ownership and title to all equipment until fully paid for in legal money of the United States of America. All prices quoted subject to applicable Federal, State, County or City Taxes and Licenses.

L.N. CURTIS AND SONS

By BRENDON NORTON

QUANTITY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT: TRAVIS SPARKS - (520)709-6360 or TSPARKS@LNCURTIS.COM JOHN BRISTOW - (877)453-3911 or JBRISTOW@LNCURTIS.COM *TRANSPORATION IS INCLUDED IN BELOW PRICING*					
1	EA	275710000 HURST	P650SG HP SIMO TURBO PWR UNIT, GAS ENG	7587.00	7587.00
1	EA	272081000 HURST	S700 HP CUTTERW/ STRMLNE CPLG	5850.00	5850.00
1	EA	271056000 HURST	SP300 HP SPREADER W/ STRMLNE CPLG & UNIV ARMS	7447.50	7447.50
2	EA	176606000C HURST	32.8' BLA EXT HOSE W/ STRMLNE CPLG	891.00	1782.00
				Sub Total	22666.50
				Sales Tax	1881.32
				Total	24547.82



Remit To:
 Freightliner, Sterling,
 Western Star of Arizona

9899 W. Roosevelt St.
 Tolleson, AZ 85353
 (800) 497-2211
 (623) 907-9900
 Fax (623) 907-6409
 With Additional Locations in:
Tucson, Flagstaff, and Chandler



www.wsfireequip.com

www.fswaz.com

001

Bill-To 23706

CITY OF HOLBROOK
 465 N. FIRST AVE

HOLBROOK AZ 86025

Ship-To 23706

HOLBROOK FIRE DEPARTMENT
 465 N FIRST AVE

HOLBROOK AZ 86025

Estimate

E001170012

Date

06/03/2015

PO#

QUOTE

Customer Quote

Reference#	Ship Via	Date Shipped	Writer	Terms
			Ernie P.	30

Ship	Item	Description	List Price	Unit Price	Extended
1	001A/TNT ATT6.5	ACCELERATOR 6.5HP HONDA TPU	5,425.00	5,153.75	5,153.75
2	001A/TNT EXTH30	30' TWIN BONDED EXT HOSE STD	580.00	517.50	1,035.00
1	001A/TNT S-100-28	28" SPREADER	5,150.00	4,635.00	4,635.00
1	001A/TNT SLC-29	7 3/8" C-CUTTER	4,495.00	4,270.25	4,270.25

FREIGHT PAID
 YUMA CONTRACT

Disclaimers of Warranties

No warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connections with the sale of said merchandise.

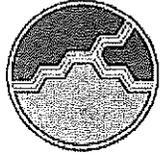
Return Policy

No returns without invoice. No return on electrical parts. No return on special orders. 20% restocking charge on returns. No returns after 30 days including cores.
 Core credited after inspection

Freight	0.00
Subtotal	15,094.00
Taxes	920.73
Total:	16,014.73

Customer Signature: _____

Acct 4560



City of YUMA

Purchase Order Number Must Appear
On All Invoices, Bill of Lading and Any
Correspondence.

Bill To
City of Yuma - Accounting
One City Plaza
YUMA, AZ 85364

Ship To
To Be Given When Ordered
TBD by Department
Yuma, AZ 85364

Purchase Order
No. 2013-40000769 -

03/11/13

Vendor 103395 FREIGHTLINER STERLING WEST STAR
AZ

Deliver by 03/06/13

Contact
Freightliner Sterling West Star AZ dba Western States Fire
Equip
9800 W Roosevelt Street
TOLLESON, AZ 85353

Bid # 2013-20000144 1 of 5
Freight Terms F.O.B. Destination
Buyer MARY E ROMAN
Contract #
Purchasing (928) 373-5114

Quantity	U/M	Description	Unit Cost	Total Cost
18351.0000	DL	Extrication Equipment	\$1.0000	\$18,351.00
<i>Item Description</i>		Various Types of Extrication Equipment and Accessories		
<i>Detail Description</i>		Extrication Equipment, Accessories and Maintenance to be order as needed for the period from March 7, 2013 through March 6, 2014.		
		1st Year of a 5 Year Contract City Council Approved: March 6, 2013		
<i>G/L Account</i>		<i>Project</i>	<i>Amount</i>	<i>Percent</i>
001-70-21.6811 (Equipment >1,000 & <5,000)				100.00%

Total \$18,351.00

Authorized Signature

Special Instructions
Delivery: 35 Days ARO Payment: Net 30 Days
Vendor Contact: Ernie Pugh @ (623) 907-6638; email: epugh@wsfireequip.com
City of Yuma Contact: William Unterseh @ (928) 373-4850.

SPECIAL TERMS AND CONDITIONS

ANNUAL CONTRACTS: Vendor will hold firm, fixed pricing for a period of twelve months after notice of award. Vendors may also be requested to make multiple deliveries to one or more locations, at no additional cost to the City.

AWARD OF BID: A primary and secondary Vendor may be awarded this bid, if required, to ensure goods or services are available on an "as needed" basis. If the primary Vendor indicates that he cannot deliver by the City's required deadline, the City reserves the right to contact the secondary Vendor.

BID LIMIT (INFORMAL): In the event this contract exceeds \$50,000.00, the contract will be canceled and formally bid as required by City Charter.

BRAND NAMES: Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type of quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be considered non-responsive.

CONTRACT EXTENSION: In the event the City does not opt to renew the contract or the City and Vendor(s) are unable to reconfirm or renegotiate unit rates for another year, the City will have the option of extending this contract at the current rates, but not-to-exceed six months total.

COOPERATIVE USE OF CONTRACT: The City of Yuma, Arizona has entered into interactive purchasing agreements with other political subdivisions, cities and towns in order to conserve resources reduce procurement costs and improve the timely acquisition and costs of goods or services. The Vendor(s) to whom this contract is awarded may be requested by other parties to said interactive purchasing agreements to extend to those parties the right to purchase goods or services provided by the Vendor(s) under this contract, pursuant to the terms and conditions stated herein.

EMERGENCY DELIVERIES: The City may purchase goods or services required under "emergency" situations, after-hours, or on weekends.

EXPANSION CLAUSE: This contract may be further expanded to include any other item normally offered by the Contractor, as long as the price of such additional products is based on the same cost/profit formula as the listed items.

INSURANCE: Before the commencement of any services, the Vendor must provide the CITY with certificates of insurance identifying this Agreement by number or name. All required insurance policies, except Workers' Compensation and Professional Liability must name the CITY, and its employees, as Additional Insured. Any insurance carried by the CITY, and its employees, is excess coverage, and not contributory coverage to that provided by the Vendor. All insurance policies are subject to approval by the CITY. The Vendor must give the CITY 30 days of written notice before canceling any policy. The Vendor's failure to furnish evidence of insurance may be considered a breach.

The Certificate Holder must be named as follows: **City of Yuma, Yuma, Arizona**

All certificates are to be sent to: **City of Yuma, Purchasing Division**

One City Plaza

Yuma, AZ 85364-1436 or purchasingweb@yumaaz.gov

- A. The Vendor must carry Worker's Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction of employees engaged in the performance of the work or services, and Employer's Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease for each employee, and \$500,000.00 disease policy limit.
The Vendor must require sub-Vendors to provide Worker's Compensation and Employer's Liability with at least as much coverage as that provided by the Vendor.
- B.** The Vendor must carry Commercial/Business Automobile Liability with a combined single limit for bodily injury and property damages of not less than \$1,000,000.00 for each occurrence on all vehicles the Vendor uses, whether owned or leased, in the performance of the work or services under this Agreement. If hazardous materials or wastes are transported, CA 9948 endorsement must be included and \$3,000,000.00 per accident limits for bodily injury and property damage will apply.
- C. The Vendor must carry Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000.00 for each occurrence with a \$2,000,000.00 General Aggregate Limit. The policy must be primary. The insurance policy must not exclude:
1. Bodily injury
 2. Property damage
 3. Claims arising from pollution caused by environmental work
 4. Asbestos related claims
 5. Laboratory analysis
 6. Treatment facility operations if it is required within the scope of work or services.
- D. The Vendor must carry Professional Liability coverage for errors and omissions arising out of the work or services performed by the Vendor, or employees, with an unimpaired limit of \$1,000,000.00 each claim and \$1,000,000.00 all claims.
- E. The Vendor must carry Umbrella/Excess Liability insurance with an unimpaired limit of not less than \$1,000,000.00 per occurrence combined limit bodily injury and property damage, and applies in excess of the Commercial General Liability, Automobile Liability and Employer's Liability, as required above.

In the event, any of the above insurance policies are written on a "claims made" basis, coverage must extend for two years past completion and acceptance of the work or services as evidenced by annual Certificates of Insurance.

INDEMNIFICATION: Vendor must indemnify and defend the CITY, and its employees, against all claims, damages, losses, and expenses resulting from the Vendor's intentional or negligent acts, mistakes, or omissions in performance of this Agreement. This includes any intentional or negligent acts, mistakes, or omissions of the Vendor's sub-Vendors.

The amount and types of insurance coverage required above does not limit the scope of indemnity in this paragraph.

The Vendor must purchase and maintain the stipulated minimum insurance with companies duly licensed to do business in the State of Arizona. All policies and forms must be satisfactory to the City. Use of alternative insurers requires prior approval.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE STATE OF ARIZONA AND
THE CITY/TOWN OF _____**

THIS AGREEMENT is entered into this _____ day of _____, 2015, by and between the Arizona Department of Revenue, hereinafter referred to as Department, and the City/Town of _____, an Arizona municipal corporation, hereinafter referred to as City/Town. This Agreement shall supersede and replace all previous intergovernmental agreements, including amendments thereto, entered into by the Department and City/Town regarding the administration, collection, audit and/or licensing of transaction privilege tax, use tax, severance tax, jet fuel excise and use taxes and rental occupancy taxes imposed by the State, cities or towns.

RECITALS

WHEREAS, Title 11, Chapter 7, Article 3 (A.R.S. § 11-952) authorizes two or more public agencies to enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies.

WHEREAS, A.R.S. § 42-6001 et seq. was amended effective January 1, 2015 to provide that the Department shall collect and administer any transaction privilege and affiliated excise taxes imposed by any city or town in Arizona and that the Department and each city or town shall enter into an intergovernmental contract or agreement pursuant to A.R.S. § 11-952 to provide a uniform method of administration, collection, audit and licensing of transaction privilege and affiliated excise taxes imposed by the State, cities or towns.

WHEREAS, City/Town has taken appropriate action by ordinance, resolution or otherwise, pursuant to the laws applicable to the governing body of City/Town, to approve and authorize City/Town to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the Department and City/Town enter into this intergovernmental agreement as follows:

1. Definitions

- 1.1 A.R.S.** means the Arizona Revised Statutes.
- 1.2 Adoption of an Ordinance** means final approval by majority vote of the City/Town council.
- 1.3 Audit** means a review to determine the correct amount of tax owed by a taxpayer and includes, but is not limited to, desk reviews and reviews of claims for refund.
- 1.4 Closing Agreement** means an agreement to compromise or settle a tax liability.

- 1.5 Confidential Information** means all such information as defined in A.R.S. § 42-2001.
- 1.6 Confidentiality Standards** means the standards set forth in Appendix A or such other written standards mutually agreed to by the Department and City/Town.
- 1.7 Federal Tax Information** means federal return or return information the Department receives from the Internal Revenue Service including any information created by the Department derived from that information. Documents obtained from a taxpayer or State records are not considered Federal Tax Information.
- 1.8 Model City Tax Code** means the document defined in A.R.S. § 42-6051. The official copy of the Model City Tax Code is published at modelcitytaxcode.az.gov.
- 1.9 Modification** means a change to an assessment required or authorized by statute.
- 1.10 Municipal Tax(es)** means transaction privilege and affiliated excise taxes, including use tax, severance tax, jet fuel excise and use tax, and rental occupancy tax, imposed by City/Town in accordance with the Model City Tax Code. Unless the context provides otherwise, this definition includes tax, license fees, penalties, interest and other similar charges.
- 1.11 State** means the State of Arizona.
- 1.12 State and Local Uniformity Group (“SLUG”)** means an advisory group comprised of four representatives from municipal taxing jurisdictions and four representatives of the Department as set forth in Section 13 below.
- 1.13 Taxpayer Information** means information protected from disclosure pursuant to Model City Tax Code § 510.

2. Disclosure of Information by City/Town to Department

- 2.1 Qualified Recipients of Information:** The Department shall provide a list of the names and job titles of Department employees authorized to request and receive Taxpayer Information from City/Town. The Department shall inform City/Town of any additions, deletions or changes to this list within fifteen calendar days after the change occurs and shall provide an updated list at least annually. This information shall be sent via email to City/Town at _____. The City/Town will not disclose Taxpayer Information to a Department employee whose name is not included on this list. City/Town may contact the Department with any questions related to qualified recipients by contacting the Cities Unit at CitiesUnit@azdor.gov.
- 2.2 Use of Information:** Any Taxpayer Information released by City/Town to the Department may only be used by the Department for tax administration and collection purposes, and may not be disclosed to the public in any manner that does not comply with the Model City Tax Code. All Taxpayer Information shall be stored and destroyed in accordance with the Confidentiality Standards.

2.3 Municipal Ordinance:

- (a) City/Town shall provide the Department with a copy of its Municipal Tax code or any City/Town ordinances imposing the taxes to be collected hereunder within ten calendar days of a request for such information from the Department. This information shall be sent via email to the Cities Unit at CitiesUnit@azdor.gov.
- (b) City/Town shall provide the Department with a copy of any ordinance adopted by City/Town after execution of this Agreement that imposes or modifies the Municipal Taxes to be collected hereunder, including a new or different tax rate as defined by A.R.S. § 42-6053(E), within ten calendar days of Adoption of an Ordinance. This information shall be sent via email to the Cities Unit at CitiesUnit@azdor.gov. No such ordinance shall take effect on a date other than the first day of the month that is at least sixty calendar days after city/town provides notice to the Department unless City/Town and the Department agree otherwise. The Department shall add the change to the official copy of the Model City Tax Code within ten business days of receipt of notice from City/Town. City/Town is responsible for confirming the change has been made. Pursuant to A.R.S. § 42-6053(E)(2), changes in tax rates have no effect unless reflected in the official copy of the Model City Tax Code.
- (c) Within fifteen calendar days following the adoption of an annexation ordinance, one copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at GIS@azdor.gov. City/Town shall also include with the notice a list of businesses City/Town knows to be located in the annexed area. The Department shall not be obligated to begin collection of Municipal Tax any sooner than the first day of the month that is at least sixty calendar days after the date the Department received notice from City/Town of the annexation.

2.4 Development and Impact Fees: Upon request, City/Town shall provide to the Department any information regarding development and impact fees to assist the Department with the auditing of taxpayers and billing and collection of taxes.

2.5 Audits: Upon request by the Department, City/Town shall allow inspections and copies of any City/Town tax audits.

2.6 Other Information: City/Town shall also provide other relevant information necessary for tax administration and collection purposes as requested by the Department.

2.7 Statutory Authority: The disclosure of confidential City/Town tax information is governed by Model City Tax Code Section 510.

3. Disclosure of Information by Department to City/Town.

- 3.1 Qualified Recipients of Information:** City/Town shall provide a list of the names and job titles of City/Town employees and any independent auditors acting on behalf of City/Town authorized to receive Confidential Information. City/Town shall inform the Department of any additions, deletions or changes to this list within fifteen calendar days after the change occurs and shall provide an updated list at least annually. This information shall be sent via email to the Cities Unit at CitiesUnit@azdor.gov. The Department will not disclose any Confidential Information to a City/Town employee or independent auditor whose name is not included on this list. The Department may contact City/Town with any questions related to qualified recipients by contacting _____.
- 3.2 Suspension of Information:** The Department will not withhold Confidential Information from City/Town so long as City/Town complies with A.R.S. § 42-2001 et seq. and the Confidentiality Standards.
- (a) If the Department has information to suggest City/Town, or any of its duly authorized representatives, has violated A.R.S. § 42-2001 or the Confidentiality Standards, the Department will send written notice to City/Town detailing the alleged breach as understood by the Department and requesting a response to the allegation within twenty calendar days of the date of the letter.
 - (b) The Department will review the written response from City/Town and consider the information contained therein and all relevant circumstances surrounding the alleged violation before making a written determination as to whether a suspension of information is warranted and the length of the suspension.
 - (c) If City/Town is dissatisfied with the Department's determination it may within ten calendar days, submit a written request to SLUG requesting the group review the determination.
 - (d) If the Department has information to suggest City/Town has violated the Confidentiality Standards, the Department may inspect City/Town's records, facilities, and equipment to confirm whether there has been a violation.
- 3.3 Information to be Provided:** Within the restrictions outlined in this Section, the Department shall provide all of the information detailed in Appendix B, which may be modified by the mutual agreement of the parties. The Department shall not provide Federal Tax Information to City/Town. In addition to the information detailed in Appendix B, City/Town may obtain upon request:
- (a) Inspections and/or copies of Department tax audits, including all information related to all cities and towns included in the tax audit; and

- (b) Other relevant information necessary for tax administration and collection purposes, including all information necessary to verify City/Town received all revenues collected by the Department on behalf of City/Town.

3.4 Storage and Destruction of Confidential Information: All Confidential Information provided by the Department to City/Town shall be stored, protected, and destroyed in accordance with the Confidentiality Standards.

3.5 Statutory Authority: The Department may disclose Confidential Information to City/Town pursuant to A.R.S. § 42-2003(H) if the information relates to a taxpayer who is or may be taxable by a county, city or town. Any Confidential Information released to City/Town:

- (a) May only be used for internal tax administration purposes as defined in A.R.S. § 42-2001(4); and
- (b) May not be disclosed to the public in any manner that does not comply with the Confidentiality Standards.

A.R.S. § 42-2003(H)(2) provides that any release of Confidential Information that violates the Confidentiality Standards will result in the immediate suspension of any rights of City/Town to receive taxpayer information pursuant to A.R.S. § 42-2003(H).

3.6 Specificity of Data: A.R.S. § 42-6001 provides that taxpayers shall file and pay Municipal Taxes to the Department if the Department has developed the electronic and nonelectronic tools necessary to capture data with sufficient specificity to meet the needs of all taxing jurisdictions, including specific data regarding each tax classification and any corresponding deductions at each business location of the taxpayer. Pursuant to A.R.S. § 42-5015, the electronic system utilized by the Department must be able to capture data with sufficient specificity to meet the needs of the taxing jurisdiction. The Department and City/Town agree that JT2 and TPT2 (as summarized in Appendix C) are required to meet the specificity needs of City/Town.

(a) Non-Program City/Town: If City/Town performed its own Municipal Tax administration, collection, and licensing prior to July 1, 2015, then if the Department is unable to commit by September 1, 2015 that the data detail behind the JT2 and TPT2 will be provided to City/Town beginning and from January 1, 2016, the following shall take place:

- (1) The term of the agreement entered into by the Department and City/Town pertaining to City/Town performing municipal licensing services on behalf of the Department shall be extended for one (1) year; and
- (2) All provisions in this Agreement pertaining to the administration, collection, and licensing of Municipal Taxes shall not go into effect until such time as the Department is able to meet the requirements of A.R.S. § 42-6001 and

A.R.S. § 42-5015, however all language in this Agreement related to audit functions shall remain in full force and effect.

(b) Program Cities/Towns: If the Department performed Municipal Tax administration, collection and licensing for City/Town prior to July 1, 2015, then if the Department is unable to commit by September 1, 2015 that the data detail behind the JT2 and TPT2 will be provided to City/Town beginning and from January 1, 2016, the Department will continue to perform those functions. The continued provision of such service, however, shall not be deemed waiver of any legal rights or remedies afforded to City/Town including, but not limited to, a failure to meet the requirements of A.R.S. § 42-6001 and A.R.S. § 42-5015.

4. Audit.

The Department shall administer the audit functions for City/Town in accordance with the following provisions.

4.1 Training: All auditors and supervisors shall be trained in accordance with the policies of the Department. Auditors who have not completed the training may only work in connection with a trained auditor and cannot be the only auditor assigned to the audit. The Department shall:

- (a) Provide audit training at least three times per year, or more frequently if there is a demonstrated need, and be responsible for its costs of the training and any associated materials;
- (b) Provide additional training when practical;
- (c) Notify City/Town of any training sessions at least thirty calendar days before the date of the training session;
- (d) Provide copies of State tax statutes, audit reference materials and audit procedures and manuals;
- (e) Permit City/Town auditors and supervisors to attend any scheduled training as space permits at designated training location: and
- (f) Provide additional training as needed to inform auditors and supervisors regarding changes in State law or Department policy.

4.2 Conflict of Interest: An auditor or supervisor trained and authorized to conduct an audit may not conduct any of the following prohibited acts:

- (a) Represent a taxpayer in any tax matter against the Department or City/Town while employed or in an independent contractor relationship with the Department or City/Town.
- (b) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.

- (c) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one year after he/she ends employment or the independent contractor relationship with the Department or City/Town.
- (d) Use information he/she acquires in the course of the official duties as an auditor or supervisor in a manner inconsistent with his/her official duties without prior written approval from the Department.
- (e) For a period of one year after he/she ends employment or an independent contractor relationship with the Department or City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes formal barriers to prevent any sharing of information between the trained auditor or supervisor and the remainder of the firm.

The Department may revoke an individual's authority to audit and prohibit the use of any auditor or supervisor who violates this provision.

4.3 Audits and Refunds:

- (a) City/Town may conduct an audit of a taxpayer engaged in business only in City/Town. Before commencing such audit, City/Town shall notify the Department to ensure the taxpayer is not already scheduled for an audit. The Department will provide City/Town with a written response within fifteen calendar days of the notice from City/Town.
- (b) Except as permitted below, the Department shall conduct all audits of taxpayers having locations in two or more cities or towns. A City/Town auditor may participate in any audit City/Town requested the Department to perform.
- (c) City/Town shall notify the Department if it wants an audit of a taxpayer having locations in two or more Arizona cities or towns and whose primary business activity is in the following business classifications taxable by City/Town, but not a taxable activity under State law:
 - 1. Residential rentals;
 - 2. Commercial rentals;
 - 3. Speculative Builders; or
 - 4. Advertising.

The Department will authorize such audits, to be overseen by the Department, unless there is already an audit of the taxpayer scheduled, or the Department determines the audit selection is discriminatory, an abuse of process or poses other similar defects. The Department will notify City/Town of its determination within thirty calendar days. No initial audit contact may occur

between City/Town and a taxpayer until the Department approves the audit notice.

- (d) City/Town may request the Department conduct an audit of a taxpayer having locations in two or more Arizona cities or towns and whose primary business is subject to both city and state tax. The request must be made using the Department's audit request form. Copies of the form can be obtained from the Department's TPT Hub Unit at HubUnit@azdor.gov. The Department shall notify City/Town of the decision regarding the request within thirty calendar days of receipt of the request.
- (e) The Department may deny a request for an audit for the following reasons:
 1. An audit is already scheduled or planned for the taxpayer within six months of the request;
 2. The requested audit would interfere with strategic tax administration planning;
 3. The audit selection is discriminatory, an abuse of process or poses other similar defects;
 4. The request lacks sufficient information for the Department to determine whether it is appropriate;
 5. The Taxpayer was audited within the previous two years;
 6. The Department lacks sufficient resources to conduct the audit; or
 7. The scope or subject of the audit does not justify the use of Department resources.
- (f) If the Department denies a request to conduct an audit because it either lacks resources to conduct the audit itself or the scope or subject of the audit does not justify the use of Department resources then City/Town shall notify the Department if it wants to conduct the audit under the supervision of the Department. No initial audit contact may occur between City/Town and a taxpayer until the Department appoints someone to supervise the audit.
- (g) Any decision by the Department denying City/Town's request to conduct any audit may be referred to SLUG in accordance with Section 13 of this Agreement.
- (h) All audits conducted by City/Town shall be in accordance with standard audit procedures defined in the Department audit manual. All auditors shall be trained in accordance with Section 4.1 above.
- (i) The Department may appoint a manager to supervise any audit conducted by City/Town.

- (j) All audits shall include all taxing jurisdictions in the State regardless of which jurisdiction's auditors participate in the audit. All desk reviews must include all taxing jurisdictions for which there is information available.
- (k) The Department shall issue all audit assessments on behalf of all taxing jurisdictions in a single notice to the taxpayer.
- (l) The Department shall issue Modifications to audit assessments on behalf of all taxing jurisdictions in a single notice to the taxpayer.

4.4 Claims for Refund:

- (a) When a taxpayer files a request for refund, including refunds requested by filing amended returns, the Department shall process the request and review it for mathematical errors or for the failure of the taxpayer to properly compute the tax based on the taxable income reported on the return or refund request.
- (b) The Department will notify City/Town of all refund requests that are processed involving City/Town's Municipal Taxes within thirty calendar days of processing the refund. City/Town may request an audit of the taxpayer as set forth in Section 4.3 above.
- (c) The Department may assign an auditor to review requests for refunds. The Department will notify City/Town, within thirty calendar days of initiating a review, of all refunds under review by an auditor pertaining to a taxpayer who engages in business within City/Town's taxing jurisdiction and may request that City/Town assign an auditor to assist with such reviews.
- (d) City/Town is responsible for payment of all amounts to be refunded to taxpayers for Municipal Tax incorrectly paid to City/Town. The Department may offset a remittance to City/Town under this Agreement to cover the amounts of allowed refunds. If there are insufficient funds available to pay the refund, City/Town must pay the Department within sixty days of written demand from the Department.
- (e) The Department shall issue refund approvals/denials on behalf of all taxing jurisdictions in a single notice to the taxpayer. City/Town may request copies of such determinations.

4.5 Protests: Taxpayer protests of audit assessments and desk review assessments and refund denials shall be directed to the Department. Appeals of audit assessments, desk review assessments and refund denials shall be administered pursuant to Title 42, Chapter 1, Article 6, Arizona Revised Statutes. Upon request, the Department shall notify City/Town of any appeals within 30 days of receipt of the protest.

- 4.6 Notice of Resolution:** The Department shall notify City/Town when a protest is resolved, including information concerning the resolution of the protest, within 30 days after the resolution of a protest.
- 4.7 Status Reports:** The Department shall keep SLUG apprised of the status of each protested matter involving the imposition of Municipal Taxes. City/Town may request to be on a distribution list for monthly status reports by contacting the Department's Cities Unit.

5. Voluntary Disclosure Agreements

The Department may enter into a voluntary disclosure agreement with a taxpayer. A voluntary disclosure agreement may limit the years subject to audit and waive penalties. City/Town may request to be kept informed of voluntary disclosure agreements involving City/Town Municipal Tax. If City/Town makes that request, the Department will notify City/Town of the Department's intent to enter into an agreement and the Department will provide the taxpayer's identity within thirty calendar days of disclosure. City/Town may request an audit of a taxpayer subject to a voluntary disclosure agreement pursuant to Section 4.3 above.

6. License Compliance

6.1 License Issuance and Renewal: The Department shall issue new Municipal Tax licenses and renew such licenses for City/Town Municipal Tax. The Department of Revenue shall provide City/Town with information about all persons obtaining and renewing tax licenses as set forth in Appendix B.

6.2 License Checks: The Department and City/Town shall coordinate efforts to conduct tax license compliance checks through canvassing and other compliance methods.

6.3 Confidentiality: Any tax license information City/Town obtains from the Department is considered Confidential Information and may only be disclosed as authorized by A.R.S. § 42-2003. Any tax license information City/Town obtains through its own efforts may be disclosed as allowed by applicable City/Town laws.

6.4 Changes to License Fees: Within fifteen calendar days following the Adoption of an Ordinance (or official acknowledgment of approval of an ordinance by voters in an election of a charter city) issuing or modifying a tax license fee, one copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at CitiesUnit@azdor.gov. The Department shall not be obligated to begin collection of the new or modified fee any sooner than sixty calendar days after the date the Department received the ordinance from City/Town. Notice of an ordinance concerning a renewal tax license fee must be received by the Department by July 31 in order to be collected the following calendar year.

7. Closing Agreements

- 7.1 **Approval** - The Department shall notify City/Town before entering into a Closing Agreement related to the tax levied and imposed by City/Town. The Department shall seek approval from either City/Town or SLUG before entering into such Closing Agreement. If the Closing Agreement concerns only City/Town, then the Department will attempt to obtain approval from City/Town first, and will only seek approval from SLUG if City/Town is unresponsive or the Department and City/Town cannot reach an agreement. Approval and notice is not required for Modifications of assessments.
- 7.2 **Litigation** - During the course of litigation, the Department shall seek a range of settlement authority from City/Town or SLUG, unless the circumstances prevent such action. The Department may also request a telephonic meeting of SLUG if time and circumstances require immediate action.

8. Responsibility for Representation in Litigation.

- 8.1 **Administrative Proceedings:** The Department shall be responsible for coordinating the litigation and defending the assessment or refund denial in any administrative appeals before the Office of Administrative Hearings or the Director of the Department regardless of who conducted the audit. The Department shall be reasonably diligent in defending the interests of City/Town and City/Town shall assist in such representation as may be requested by the Department.
- 8.2 **Further Appeals:** The Arizona Attorney General is responsible for defending the assessment or refund denial at the Board of Tax Appeals, the Arizona Tax Court and all higher courts. City/Town shall assist the Attorney General in such representation and litigation as requested by the Attorney General's Office.
- 8.3 **Mutual Cooperation:** The Department and City/Town agree they shall cooperate in the appeal and litigation processes and shall ensure their auditors, supervisors, and other necessary employees are available to assist the Department and the Attorney General for informal interviews, providing documents and computer records, preparing for depositions, attending depositions and trial as witnesses, and assisting in trial/hearing preparation as needed.
- 8.4 **Administrative Decisions:** The Department shall provide a copy of any and all administrative hearing level decisions, including Director's decisions issued by the Department to all jurisdictions on a distribution list. City/Town may request to be on the distribution list by contacting the Department's Cities Unit. Administrative decisions are Confidential Information and must be stored and destroyed in accordance with the Confidentiality Standards.

9. Collection of Municipal Taxes

- 9.1 Tax Returns:** Taxpayers who are subject to City/Town Municipal Taxes shall pay such taxes to the Department. Tax payments shall be accompanied by a return prepared by taxpayer on a form prescribed by the Department.
- 9.2 Collection:** The Department shall collect any Municipal Tax imposed by City/Town recorded on the Department's tax accounting system. Amounts the Department collects for delinquent City/Town Municipal Tax accounts after the termination of this Agreement shall be forwarded to City/Town.
- 9.3 Remittance:** All amounts collected by the Department for Municipal Taxes under this Agreement shall be remitted to City/Town weekly on the basis of actual collections. The Department shall initiate the electronic payment by noon on the Monday after the end of the week in which the collections were made. Remittance shall be made in the form of immediately available funds transferred electronically to the bank account designated by City/Town.
- 9.4 Abatement:** The Department, with the approval of the Attorney General, may abate tax under certain circumstances. During the ordinary course of business, the Department may determine for various reasons that certain accounts shall be closed or cancelled. The Department shall seek input from City/Town or SLUG before abating tax or closing accounts. The Department may request a telephonic meeting of SLUG if time and circumstances require immediate action.
- 9.5 Funds Owed to City/Town:** At all times and under all circumstances payments remitted by a taxpayer to the Department for City/Town Municipal Taxes will be considered property of City/Town. The Department may not retain or fail to remit such funds to City/Town for any reason not specifically set forth in this Agreement including, but not limited to, during the course of a dispute between City/Town and the Department.

10. Financing Collection of Taxes.

The costs incurred by the Department in administering this Agreement shall be financed through the State general fund appropriation to the Department.

11. Inter-Jurisdictional Transfers.

All inter-jurisdictional transfers of Municipal Tax monies by the Department shall be handled in the following manner:

- 11.1 Requests:** Requests for inter-jurisdictional transfers shall be made to the Department. The Department will review the request and will not automatically accept the request.

- 11.2 Notice:** The Department shall notify City/Town and any other city or town implicated in the requested transfer a minimum of thirty calendar days prior to any inter-jurisdictional transfer of money.
- 11.3 Dispute Resolution:** Any city or town subject to an inter-jurisdictional transfer shall resolve any dispute over the allocation of the tax in accordance with A.R.S. § 42-6003 and the Department shall transfer the funds subject to an inter-jurisdictional transfer in accordance with the agreed upon allocation in a timely manner.

12. Educational Outreach.

City/Town may conduct, at its own expense, educational outreach to taxpayers who are conducting business activities within City/Town's taxing jurisdiction concerning the Model City Tax Code and the collection and administration of Municipal Taxes. Educational outreach shall be consistent with applicable law and Department written guidance. Upon request, City/Town shall provide information to the Department concerning such educational outreach efforts.

13. SLUG.

The Department shall create an advisory group to help resolve issues

- 13.1 Members:** The members shall consist of four seats representing municipal taxing jurisdictions and four seats representing the Department. Member seats may be split so some people fill the position for only certain issues, such as audit selection or collection abatement. There shall also be a list of alternate members, who may be asked by a regular member who is unable to attend a meeting to take that member's place at a SLUG meeting.
- 13.2 Selection:** The Director of the Department shall appoint people to serve as members of SLUG. Municipal taxing jurisdictions shall nominate members from municipal taxing jurisdictions. All members shall serve for a period of one year unless they resign at an earlier date. Members may be appointed to serve consecutive terms. Members appointed to fill vacancies shall serve for the time remaining on the term.
- 13.3 Meetings:** SLUG shall meet on a regular basis and at least monthly unless the members agree to cancel the meetings due to a lack of agenda items. It can schedule additional meetings as necessary to timely discuss issues presented. Alternate members may attend meetings, but cannot participate in any discussion or voting, unless filling the seat of a regular member.
- 13.4 Issues:** City/Town may refer issues to SLUG involving the following:

- (a) Decisions by the Department to not audit a taxpayer;
- (b) Amendments to Department audit procedures or manuals;
- (c) Closing Agreements or a range of settlement authority;
- (d) Abatement or account closure in collections;
- (e) Suspension of disclosure of information from the Department; and
- (f) Other issues as authorized by the Director of the Department or agreed upon by the parties.

13.5 Recommendations: SLUG shall make recommendations to the Director of the Department. If the recommendation is approved by at least five members of SLUG, the Director will accept the recommendation of SLUG. If SLUG cannot reach a recommendation agreeable to at least five members of the group, the Director may act as he deems to be in the best interests of all parties.

13.6 Voting: Voting shall be by secret ballot.

13.7 Procedures: SLUG may develop procedures concerning the operation of the group as long as they are not inconsistent with this Agreement.

14. Funding of Additional Auditors by City/Town.

14.1 Funding: At the sole discretion of City/Town, City/Town may contribute funding to the Department to pay for additional auditors to assist the Department in the performance of audits of Municipal Tax owed to City/Town. Such additional auditors funded by City/Town shall at all times be deemed to be employees of the Department and under no circumstances shall be deemed to be employees or agents of City/Town. It is the parties' intention that City/Town funding be used to increase the capabilities of the Department to perform Municipal Tax audits and not to subsidize or replace State funding required for audit and collection of taxes.

14.2 Use of Funds: City/Town funding for additional auditors under this Section shall be used to fund the auditors' salaries and employee related expenses and shall not be used to pay for Department office space, utilities, equipment, supplies, or similar kinds of overhead.

14.3 Pool of Funds: The Department may pool any City/Town funding with any other similar funding provided by other municipal taxing jurisdictions to pay for additional auditors. The Department shall separately account for such funds in its annual budget.

- 14.4 Accounting:** The Department shall provide an annual accounting to City/Town, by August 31 each year describing how City/Town funding was used during the prior fiscal year.

15. Satellite Offices for Department Auditors.

- 15.1 Funding:** City/Town, at its own expense and at its sole discretion, may provide one or more satellite offices and associated amenities for use by Department employees to provide audit and/or customer service to taxpayers. Use of such facilities by Department employees shall be at the sole discretion of the Department. Nothing in this section shall require the Department to make use of such facilities provided by City/Town.
- 15.2 Requirements:** Any Department employee using a City/Town satellite office must meet reasonable requirements of City/Town related to the use of the facility. City/Town shall be responsible for notifying the Department of any concerns, and the Department shall be responsible for taking appropriate actions to resolve those concerns.
- 15.3 Termination:** Once a satellite office is established, City/Town shall provide at least 180 calendar days written notice to the Department prior to the termination or relocation of a satellite office. The Department may discontinue the use of a satellite office at any time upon notice to City/Town and shall promptly remove all Department property.
- 15.4 License:** All requirements of City/Town and the Department related to the satellite office shall be outlined in a mutually acceptable form of license and subject to separate approval.

16. Non-availability of Funds.

Every payment obligation of the Department and the City/Town pursuant to this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation, except for the rendering of funds to City/Town paid by a taxpayer for Municipal Taxes or tax license fees of City/Town. If funds are not appropriated, allocated and available or if the appropriation is changed resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this Section. The termination of this Agreement shall not entitle the Department to retain any Municipal Tax collected on behalf of City/Town pursuant to this Agreement.

17. Waiver.

Nothing in this Agreement should be interpreted as City/Town relinquishing its legal rights under the Arizona Constitution or other applicable law, nor that City/Town is conceding the administration and collection of its Municipal Tax is not of a local interest or should not be under local control.

18. Cancellation

The requirements of A.R.S. § 38-511 apply to this Agreement. The Department or City/Town may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Department or City/Town is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of the other party with respect to the subject matter of this Agreement.

19. Notice.

- (a) When any Notice to City/Town is required under the terms of this Agreement, such Notice shall be mailed to City/Town at the following address, directed to the attention of:

- (b) When any Notice to the Department is required under the terms of this Agreement, such Notice shall be mailed to:

Arizona Department of Revenue
Attn: Director, Division Code 20
1600 W. Monroe
Phoenix, AZ 85007

Notice to the Department's Hub Unit or City Unit may be mailed to:

Arizona Department of Revenue
Division Code 16
1600 W. Monroe
Phoenix, AZ 85007

20. Non-discrimination.

The Department and City/Town shall comply with Executive Order 2009-9, which mandates all persons, regardless of race, color, religion, sex, age, or national origin, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Department and City/Town shall take affirmative action to ensure applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

21. Compliance with Immigration Laws and A.R.S. § 41-4401.

21.1 The Department and City/Town shall comply with all Federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214(A) which reads in part: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program."

21.2 A breach of compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and may be grounds for the immediate termination of this Agreement.

21.3 The Department and City/Town retain the legal right to inspect the papers of any employee who works on the Agreement to ensure the Department and City/Town is complying with the applicable Federal immigration laws and regulations and State statutes as set forth above.

22. Audit of Records.

City/Town and the Department shall retain all data, books, and other records ("Records") relating to this Agreement for at least six (6) years (a) after termination of this Agreement, and (b) following each annual renewal thereof. All Records shall be subject to inspection by audit by the State at reasonable times. Upon request, the Department and City/Town shall produce any or all such records. This Agreement is subject to A.R.S. §§ 35-214 and -215.

23. Amendments.

Any amendments to or modifications of this Agreement must be executed in writing in accordance with the provisions of this Agreement.

24. Mutual Cooperation.

In the event of a disagreement between the parties with regard to the terms, provisions and requirements of this Agreement or in the event of the occurrence of any circumstances bearing

upon or affecting this Agreement, parties hereby agree to mutually cooperate in order to resolve the said disagreement or deal with the said circumstance.

25. Arbitration.

To the extent required by A.R.S. § 12-1518(B) and as provided for in A.R.S. § 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration. The parties agree that any lawsuit filed by City/Town relating to the issues outlined in Section 17 of this Agreement is not considered to be a dispute arising out of this Agreement.

26. Implementation.

The implementation and execution of the provisions of this Agreement shall be the responsibility of the Director of the Department or his representative and the Mayor his/her designee, or another party with designated authority pursuant to applicable law or City/Town charter on behalf of City/Town.

27. Limitations.

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties in performing functions beyond those granted to them by law, or as requiring the parties to expend any sum in excess of their appropriations.

28. Duration.

- 28.1 The term of this Agreement shall be from July 1, 2015 through June 30, 2016. This Agreement shall automatically be renewed for successive one year terms thereafter unless either party shall terminate this Agreement by notice, in writing, no later than sixty calendar days prior to the expiration of the term then in effect.
- 28.2 If State legislation enacted subsequent to the date of this Agreement substantially affects the performance of this Agreement by either party or substantially diminishes the benefits either party would receive under this Agreement, either party may then terminate this Agreement by giving at least thirty calendar days' notice to the other party. The termination will become effective immediately upon the expiration of the notice period unless otherwise agreed to by the parties.
- 28.3 Notwithstanding any provision to the contrary herein, both parties may by mutual agreement provide for the termination of this contract upon such terms and at such time as is mutually agreeable to them.
- 28.4 Any notice of termination shall be mailed and served on the other party in accordance with Section 19 of this Agreement.

28.5 During the term of this Agreement, the terms and conditions of this Agreement will undergo an annual review to be completed no later than March 1st of each year. The review will be performed by a committee made up of equal parts representatives of the Department and representatives of the municipal taxing jurisdictions entering into an IGA with the Department for the administration and collection of Municipal Taxes.

29. Choice of Law.

The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes arising from this Agreement.

30. Entire Agreement.

This document, including other documents referred herein, and any approved subcontracts, amendments and modifications made thereto, shall constitute the entire Agreement between the parties and shall supersede all other understandings, oral or written.

31. Signature Authority.

31.1 By signing below, the signer certifies he or she has the authority to enter into this Agreement on behalf of his or her respective party, and he or she has read the foregoing and agrees to accept the provisions herein on said party's behalf.

31.2 This Intergovernmental Agreement may be executed in counterpart.

Signature _____	Date _____	Signature _____	Date _____
Typed Name and Title _____		Typed Name and Title _____	
Entity Name _____		Entity Name _____	
Address _____		Address _____	
City _____	State _____	Zip _____	
RESERVED FOR THE ATTORNEY GENERAL:		RESERVED FOR CITY/TOWN ATTORNEY:	
<p>This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General.</p> <p style="text-align: center;">MARK BRNOVICH The Attorney General</p> <hr/> <p style="text-align: center;">Signature Assistant Attorney General</p> <p>Date: _____</p>		<p>APPROVED AS TO FORM AND AUTHORITY:</p> <p>BY: _____ CITY/TOWN ATTORNEY</p> <p>Date: _____</p>	

APPENDIX A

ARIZONA DEPARTMENT OF REVENUE CONFIDENTIALITY REQUIREMENTS

1. Confidential Information

- 1.1 Confidential Information is defined in A.R.S. § 42-2001. Confidential Information may not be disclosed except as provided by statute. A.R.S. § 42-2001(B).
- 1.2 License information obtained from the Department of Revenue is Confidential Information and may only be disclosed as authorized by A.R.S. § 42-2003. License information obtained from other sources is not Confidential Information.
- 1.3 Information about a taxpayer's identity obtained from the Department of Revenue is Confidential information and may only be disclosed as authorized by A.R.S. § 42-2003. Identity information obtained from other sources is not Confidential Information.
- 1.4 Confidential Information includes information about a single taxpayer and also aggregated information about a group of identified or identifiable taxpayers. Aggregated information from fewer than three taxpayers in a grouping on a statewide basis or fewer than ten taxpayers in a grouping for an area that is less than state level (city or town) may be Confidential Information. Such information may not be released unless the City/Town Administrator reviews the relevant information concerning the aggregate data and makes a determination in writing that the aggregate data does not reveal information about any specific taxpayer. Such determination should take into consideration the following:
 - a. The proportionality of the tax information applicable to individual members of the group of taxpayers; no individual taxpayer's information should be discernable due to its relative size/taxable sales, compared to other members of the group;
 - b. The total aggregated tax information; the aggregate information cannot allow viewers to draw conclusions about individual taxpayers (e.g., there are 6 car dealers in the city and the total aggregate sales were \$900,000 and none of them reported individual sales above the \$20,000 mark, which would have qualified for the lower tax rate on large purchases)
 - c. Any other factor that could cause the aggregate data to be used to determine information specific to a single taxpayer.

2. Protecting Information

- 2.1 City/Town must identify all places, both physical and logical, where Confidential Information is received, processed and stored and create a plan to adequately secure those areas.

- 2.2 Confidential Information must be protected during transmission, storage, use, and destruction. City/Town must have policies and procedures to document how it protects its information systems, including Confidential Information contained therein. An example of appropriate protection standards is set forth in National Institute of Standards and Technology Special Publication 800-53. The publication may be found at <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>
- 2.3 Employees are prohibited from inspecting information unless they have a business reason for the information. Browsing information concerning friends, neighbors, family members, or people in the news is strictly prohibited.
- 2.4 All removable media, including paper and CDs, containing Confidential Information must be secured when not in use and after normal business hours by placing all materials in a locked drawer or cabinet. During use, Confidential Information must be protected so that it is not visible to members of the public or anyone without a business need for the information.
- 2.5 All individuals accessing or storing Confidential Information from an alternative work site must enter into a signed agreement that specifies how the Confidential Information will be protected while at that site. Only trusted employees shall be permitted to access Confidential Information from alternative sites. Confidential Information may not be accessed while in public places such as restaurants, lounges, or pools.
- 2.6 Confidential Information may not be sent outside the local area network by unencrypted email. City/Town is responsible for ensuring in-flight email communications containing Confidential Information are sent through a secure process. This may include encryption of the email message, a secure mailbox controlled by City/Town, an encrypted point-to-point tunnel between the correspondents or use of Transport Layer Security (TLS) between correspondents. The acceptable encryption algorithms are set forth in the standards attached as Exhibit 1, which may be updated to accommodate changed technology.
- 2.7 Confidential Information may not be discussed in elevators, restrooms, the cafeteria, or other public areas. Terminals should be placed in such a manner that prohibits public viewing of Confidential Information.
- 2.8 When transporting confidential materials the materials should be covered so that others cannot see the Confidential Information. When sending Confidential Information by fax a cover sheet should always be used.
- 2.9 Any person with unsupervised access to Confidential Information shall receive training on the confidentiality laws and requirements to protect such information before being given access to such Information and annually thereafter. They must sign certificates after the training acknowledging that they understand their responsibilities. City/Town must keep records to document this training and certification.

3. Disclosure of Information

- 3.1 Confidential Information may only be disclosed as permitted by A.R.S. § 42-2003.
- 3.2 Confidential Information is confidential by statute and, therefore, does not have to be disclosed in response to a public records request. A state agency may deny inspection of public records if the records are confidential by statute. *Berry v. State*, 145 Ariz. 12, 13 699 P.2d 387, 388 (App. 1985).
- 3.3 A taxpayer may designate a person to whom Confidential Information may be disclosed by completing a Department of Revenue Form 285, or such other form that contains the information included in the Form 285. City/Town may contact the Department of Revenue's Disclosure Officer if there are any questions concerning this requirement.

Disposal of Information

- 4.1 All removable media containing Confidential Information must be returned to the Department of Revenue or sanitized before disposal or release from the control of City/Town.
- 4.2 Confidential Information may be destroyed by shredding or burning the materials when no longer needed. Confidential Information may not be disposed of by placing the materials in the garbage or recycle bins. Destruction of Confidential Information may be performed by a third party vendor. City/Town must take appropriate actions to protect the Confidential Information in transit and storage before it is destroyed, such as periodic inspections of the vendor.
- 4.3 Computer system components and devices such as copiers and scanners that have been used to store or process Confidential Information may not be repurposed for non-tax administration uses unless the memory or hard drive of the device is sanitized to ensure under no circumstances Confidential Information can be restored or recovered.

EXHIBIT 1

ENCRYPTION STANDARDS

1.0 Acceptable Encryption Algorithms – The following encryption algorithms are considered acceptable for use in information systems to protect the transmission or storage of Confidential Information and system access.

1.1.1 Acceptable Security Strength – the security strength of an encryption algorithm is a projection of the time frame during which the algorithm and the key length can be expected to provide adequate security. The security strength of encryption algorithms is measured in bits, a measure of the difficulty of discovering the key.

a. The current minimum key strength for Confidential Information is 112 bits.

1.1.2 Symmetric Encryption Algorithms – The following symmetric encryption algorithms are considered acceptable for use.

Algorithm	Reference	Acceptable Key Strengths
Advanced Encryption Standard (AES)	FIPS 197	128, 192 or 256 bits
Triple Data Encryption Algorithm (TDEA) (three key 3DES)	SP 800-67	168 bits

1.1.3 Key Agreement Schemes – The following key agreement schemes are considered acceptable for use

Key Agreement Scheme	Reference	Acceptable Key Strengths	
		Finite Fields	Elliptical Curves
Diffie-Hellman (DH) or MOV	SP 800-56A	P = 2048	N: 224-255 and H=14 N: 256-383 and H=16
	SP 800-135	Q = 224 or 256	N: 384-511 and H=24 N: 512+ and H=32
RSA – based	SP 800-131A	N = 2048	

1.1.4 Hash Functions – The following hash functions are considered acceptable for use

Digital Signature Generation	Digital Signature Verification	Non-digital signature generation applications
SHA-224	SHA-224	SHA-1
SHA-256	SHA-256	SHA-224
SHA-384	SHA-384	SHA-256

SHA-512	SHA-512	SHA-384 SHA-512
---------	---------	--------------------

1.1.5 Digital Signature Algorithms – The following digital signature algorithms are considered acceptable for use.

Digital Signature Algorithm	FIPS Publication	Digital Signature Generation Settings	Digital Signature Verification Settings	Relative Strengths
Digital Signature Standard (DSA)	FIPS 186-4	$p \geq 2048$ $q = 224$	$p \geq 2048$ $q = 224$	≥ 112 bits
RSA Digital Signature	FIPS 186-4	2048	2048	≥ 112 bits
ECDSA	FIPS 186-4	224	224	≥ 112 bits

1.1.6 Message Signature Algorithms – The following digital signature algorithms are considered acceptable for use.

Hash Algorithms	Hash Generation	Hash Verification
HMAC	≥ 112 bits	≥ 112 bits
CMAC	AES, 3DES	AES, 3DES
CCM and GCM/GMAC	AES	AES

APPENDIX B

From the effective date of this Agreement until the new functionalities set forth below are implemented, the Department of Revenue will provide the following reports:

City Payment Journal Detail;
City Payment Journal Summary;
New License Report

Within 30 days after the first month's implementation of the JT2, the Department of Revenue will provide a new License Report and License Update Report containing at least the following fields:

NEW LICENSE REPORT AND LICENSE UPDATE REPORT

Fields displayed:

- Region Code
- Run Date
- Report Start Date
- Report End Date
- Update Date
- ID Type
- ID
- Account ID
- Entity Name
- Ownership Type
- License ID
- OTO/Applied For indicator
- Bankruptcy Indicator
- Filing Frequency
- Issue Date
- Account Start Date
- Business Start Date
- Arizona Start Date
- Doc Loc Nbr
- Accounting Method
- Close Date
- Close Code
- Business Description
- NAICS1
- NAICS2
- NAICS3
- NAICS4
- Mailing Street1
- Mailing Street2
- Mailing Street3
- Mailing City

- Mailing State
- Mailing ZIP
- Mailing Country
- Mailing Phone Number
- Mailing Address Add date
- Mailing Address End Date
- Audit Street1
- Audit Street 2
- Audit Street 3
- Audit City
- Audit State
- Audit Zip
- Audit Country
- Audit Phone Number
- Audit Address Add Date
- Audit Address End Date
- Location Code
- Business Codes
- Location Name (DBA)
- Number of Units
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- Location Phone Number
- Location Start Date
- Location End Date
- Primary Location Street 1
- Primary Location Street 2
- Primary Location Street 3
- Primary Location City
- Primary Location State
- Primary Location Zip Code
- Primary Location Country
- Primary Location Phone Number
- Primary Location Start Date
- Primary Location End Date
- Owner Name
- Owner Title
- Owner Name 2
- Owner Title 2
- Owner Name 3
- Owner Title 3

Within 30 days of the implementation of the TPT2, the Department of Revenue will provide the following reports with at least the fields indicated below:

CITY PAYMENT JOURNAL

- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- Payment received date
- Return received date
- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype
- Rev Type

CITY PAYMENT JOURNAL SUMMARY

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Business Code
- Number of Accounts

- Collections

Within 30 days after the first month's implementation of the TPT2, the following reports with at least the fields indicated below:

NO MONEY REPORT

- Region Code
- GL Accounting Period
- Period End Date
- Payment received date
- Return received date
- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype

DEDUCTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- License ID
- Entity Name

- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Deduction Code
- Deduction Amount
- Tran Type
- Tran Subtype
- Rev Type

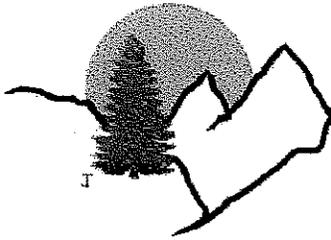
Within 30 days after taxes (subject to fund distributions) are collected, the Department of Revenue will provide the following report with at least the fields indicated below:

FUND DISTRIBUTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- Payment Received Date
- Return Received Date
- Payment Processed Date
- Return Processed Date
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Fund Allocation Code
- Amount Distributed

FUND DISTRIBUTION SUMMARY REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Fund Allocation Code
- Amount Distributed



RIM COUNTRY MECHANICAL INC.

261 N. 8th Street
 Show Low, Arizona 85901
 Ph: (928) 537-1803
 Fx: (928) 537-8984

Licensed & Bonded
 ROC License #285833

Statement

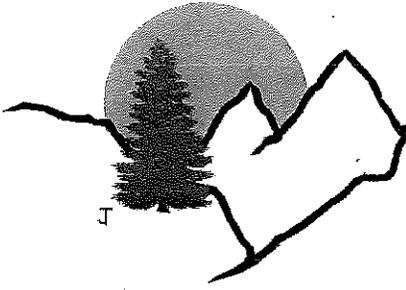
Date

4/24/2015

QUALITY HEATING, COOLING & REFRIGERATION

City of Holbrook
 100 E. Arizona
 Holbrook, AZ 86025

		Terms	Due Date	Rep												
			4/24/2015	DEP												
Date	Transaction	Amount	Balance													
12/15/2014	INV #12111. Due 12/15/2014. Orig. Amount \$5,892.00.	5,892.00	5,892.00													
 <p><i>We don't like to bug you... but can we PLEASE be paid.....</i></p>																
<table border="1" data-bbox="414 1375 974 1669"> <tr> <td>Submitted by:</td> <td>P.N.</td> </tr> <tr> <td>Date:</td> <td>5-27-15</td> </tr> <tr> <td>Code:</td> <td>6-14-5052 N/A</td> </tr> <tr> <td>Justification:</td> <td></td> </tr> <tr> <td></td> <td style="text-align: right;">5892.00</td> </tr> <tr> <td colspan="2">Dept. Signature: _____</td> </tr> </table>		Submitted by:	P.N.	Date:	5-27-15	Code:	6-14-5052 N/A	Justification:			5892.00	Dept. Signature: _____				
Submitted by:	P.N.															
Date:	5-27-15															
Code:	6-14-5052 N/A															
Justification:																
	5892.00															
Dept. Signature: _____																
			Amount Due													
			\$5,892.00													



RIM COUNTRY MECHANICAL INC.

261 N. 8th Street
 Show Low, Arizona 85901
 Ph: (928) 537-1803
 Fx: (928) 537-8984

Invoice

Date	Invoice #
12/15/2014	12111

City of Holbrook
 100 E. Arizona
 Holbrook, AZ 86025

Due Date	Rep	Project
12/15/2014	DEP	

Description	Est Amt	Curr %	Prior %	Total %	Amount
1LENNOX ML195UH045-24B 95% Efficient, 45,000 BTU Furnace 1HONEYWELL 8000 Thermostat 5Supply Air Runs Return Air Grill Insulated Metal Duct Gas Line by others and Hooked up by RCMI Electrical by others and Hooked up by RCMI ***Exclusions: No Demolition of Concrete or Stone Walls, No Electrical*** Per our Meeting 12/4/14 with Randy and Tim	5,892.00	100.00%		100.00%	5,892.00

Submitted By: _____ Date: 12/8/14
 Dept: 19
 PO: _____
 Code: _____
 Justification: _____

3 quotes

Total	\$5,892.00
--------------	------------

SALES TAX HAS BEEN INCLUDED IF APPLICABLE.

WE ACCEPT MASTERCARD, VISA, AMERICAN EXPRESS AND DISCOVER

Randy Sullivan

From: kristi@rimcountrymechanical.com
Sent: Monday, December 15, 2014 9:48 AM
To: Randy Sullivan
Subject: New Proposal
Attachments: City of Holbrook.pdf

Randy,

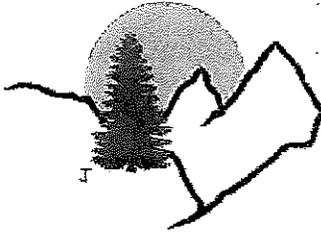
Here is the revised proposal from Don after your meeting on the 4th. Please let us know if you should have any questions.

Kristi Bruner
Office Manager



**RIM COUNTRY
MECHANICAL, INC.**

261 North 8th Street
Show Low, Arizona 85901
(928) 537-1803
Fax: (928) 537-8984



**RIM COUNTRY
MECHANICAL
INC.**

261 N. 8th Street
Show Low, Arizona 85901
Ph: (928) 537-1803
Fc: (928) 537-8984

Licensed & Bonded
ROC License #265833

PROPOSAL

QUALITY HEATING, COOLING & REFRIGERATION

TO: City of Holbrook Old Courthouse
Attn: Randy Sullivan
100 E. Arizona
Holbrook, AZ 86025

DATE: 11/7/14
Location: Holbrook, AZ

Ph: 928-524-2459

E-mail: rsullivan@ci.holbrook.az.us

**WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATE FOR THE FOLLOWING:
"REVISED"**

- 1 LENNOX ML195UH045-24B 95% Efficient, 45,000 BTU Furnace
- 1 HONEYWELL 8000 Thermostat
- 5 Supply Air Runs
- Return Air Grill
- Insulated Metal Duct
- Gas Line by others and Hooked up by RCMI
- Electrical by others and Hooked up by RCMI

TOTAL MATERIAL, LABOR & TAX \$5,892.00

*****Exclusions: No Demolition of Concrete or Stone Walls, No Electrical*****

Per Our Meeting 12/4/2014 with Randy and Tim

****ALL LABOR AND MATERIAL IS INCLUDED TO COMPLETE INSTALLATION AS ABOVE****

WE PROPOSE hereby to furnish labor and material--complete in accordance with the above specifications, for the sum of:

FIVE THOUSAND EIGHT HUNDRED NINETY TWO AND NO/100

Payment to be made: **UPON COMPLETION**

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Ins.

Authorized
Signature:

NOTE: This proposal may be withdrawn by us if not accepted within **30** days.

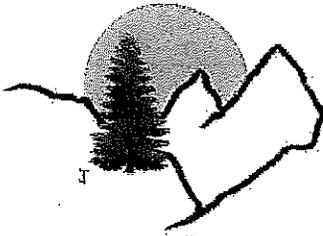
Acceptance of Proposal - The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. And if account becomes past due, I agree to pay all finance and collection costs.

Date of Acceptance: _____

Signature: _____

Signature: _____

****ORIGINAL****



**RIM COUNTRY
MECHANICAL
INC.**

261 N. 8th Street
Show Low, Arizona 85901
Ph: (928) 537-1803
Fx: (928) 537-8984

Licensed & Bonded
ROC License #285833

QUALITY HEATING, COOLING & REFRIGERATION

PROPOSAL

4 weeks

copy 928-242-1660

TO: City of Holbrook Old Courthouse
Attn: Randy Sullivan
100 E. Arizona
Holbrook, AZ 86025

DATE: 11/7/14
Location: Holbrook, AZ

Ph: 928-524-2459

E-mail: rsullivan@ci.holbrook.az.us

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATE FOR THE FOLLOWING:

- 1 LENNOX ML193DF110XP60C 93% Efficient, 110,000 BTU Furnace
- 1 HONEYWELL 8000 Thermostat
- 5 Supply Air Runs
- Insulated Metal Duct
- Gas Line

TOTAL MATERIAL, LABOR & TAX \$6,937.43

*****Exclusions: No Demolition of Concrete or Stone Walls, No Electrical*****

Options: Add \$875.52 for Upgrade to 96% Efficient 2 Stage Furnace Yes No

****ALL LABOR AND MATERIAL IS INCLUDED TO COMPLETE INSTALLATION AS ABOVE****

WE PROPOSE hereby to furnish labor and material--complete in accordance with the above specifications, for the sum of:

SIX THOUSAND NINE HUNDRED THIRTY-SEVEN AND 43/100

Payment to be made: **UPON COMPLETION**

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Ins.

Authorized
Signature: _____

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. And if account becomes past due, I agree to pay all finance and collection costs.

Date of Acceptance: 11/19/14

Signature: Randy Sullivan JR

Signature: _____

****ORIGINAL****

Mountain Comfort Heating & Cooling, Inc.

K-39 ROC239965

281 N Central Ave
Show Low, AZ 85901

Phone #	Fax #
928-537-4264	928-537-3544

Date	Estimate #
11/3/2014	3028

Name / Address
Holbrook Courthouse Tim Kelly

by Christmas week before

Customer Phone	Customer Fax	Terms	Job Location
928-241-2438	928-524-2159	50% down, 50% completion	

Description	Rate	Total		
Holbrook Courthouse Holbrook, AZ 1- ML193UH110XP60C 93% AFUE 110,000 BTU Lennox Furnace 1- TH6000 Thermostat 1- Venting 3" PVC & Condensate 5- Supply Air Grills 1- Return Air Grill Floor Return 1- Gas Line 50' Split 1- High Altitude Pressure Switch 1- 120V Electrical Circuit 1- Hanger Kit	6,918.00	6,918.00T		
<table border="1" style="margin: auto;"> <tr> <td>Option: Healthy Climate Air Filtration System add \$290.00 + Tax</td> </tr> <tr> <td>Option: Humidifier add \$525.00 + Tax</td> </tr> </table>			Option: Healthy Climate Air Filtration System add \$290.00 + Tax	Option: Humidifier add \$525.00 + Tax
Option: Healthy Climate Air Filtration System add \$290.00 + Tax				
Option: Humidifier add \$525.00 + Tax				

This proposal may be withdrawn by us if not accepted within 30 days. Acceptance of proposal: The above prices specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. 50% is due at time of signing, the remaining balance is due upon job completion. 30 days after job completion there will be a 2% fee on the remaining balance, every month, until the balance is paid in full. After 90 days any unpaid balance, including late fees and collection fees will be sent to collections. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this estimate. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by workman's comp insurance.

Subtotal	\$6,918.00
Sales Tax (5.915%)	\$409.20
Total	\$7,327.20

Signature _____

Signature _____

Date _____

JASKL
HEATING~COOLING~DUCT CLEANING
P.O. BOX 2019 SNOWFLAKE, AZ. 85937
928-536-3874 ~ CELL 928-243-0297 ~ FAX 928-536-3874
LICENSED~BONDED~INSURED
ROC: P201492 ~ P201493

Hvac Proposal

To: City of Holbrook / Tim Kelley P.O. Box 656 Holbrook AZ. 86025	Date: 11/4/2014
Phone: 524-3991	Job Name: Courthouse Museum
	Location: Main floor
	Phone: FAX: 524-2159

We hereby submit specifications & estimates for:

<u>Item/Qty</u>	<u>Description</u>
1	Carrier 100kbtu furnace installed under floor Run hard ducting into crawlspace area Install 5 registers under existing steam radiators Return to be behind service counter Run gas from close meter to unit. Electric will have to be done by others. All penetrations through foundation walls are to be done by others this bid is put together with the understanding that this will take the chill off and is not to be interpreted as keeping everyone at a home comfort level. <i>after Christmas</i> 

www.global.carrier.com

We propose to furnish all material and labor in accordance with the above specifications, for the sum of:
five thousand three hundred seventy and 00/100 Dollars.

Total Bid Amount: \$5,370.00

Payment Pay in full when completed

Note: Estimate good for 30 days!

Cher Reyes

From: Kathleen Smith
Sent: Tuesday, June 02, 2015 9:11 AM
To: Cher Reyes
Subject: RE: Agenda reminder

Please add:

Proposal to amend BNSF lease agreement between the City of Holbrook and BNSF in regards to use of the train depot. For lease amendments, BNSF charges a \$600 processing fee to cover their costs. Purpose is to utilize the space every 1st and 3rd Friday of each month to be used in conjunction with the Artist in Residence Program and other cultural events.

Kathleen

From: Cher Reyes
Sent: Tuesday, June 02, 2015 8:23 AM
To: Ray Alley; Randy Sullivan; Mark Jackson (jacksonhpd@cableone.net); Vickie James; Kathleen Smith; tylerbobby1917@gmail.com
Subject: Agenda reminder

Agenda items are due by 11 am today.

Thanks.

LEASE for City of Holbrook Airport Property

THIS LEASE is made and entered into this ____ day of _____, 2001,

by and between the CITY OF HOLBROOK, a municipal corporation, hereinafter referred to as "Lessor" and Wings of Faith Ministries Inc., a California non-profit corporation, hereinafter referred to as "Lessee".

WHEREAS, Lessor owns the real property described in Exhibit "A"; attached hereto and incorporated herein by reference, and referred to as the leased premises; and WHEREAS; Lessee desires to lease the leased premises including approximately 4,000 square feet of land space from Lessor for a period of twenty five years (25) for the purpose of maintaining an aircraft hangar and storage building.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows: 1. LEASED PREMISES. Lessor hereby leases to Lessee and Lessee agrees to lease from Lessor the leased premises described in Exhibit "A" attached hereto and incorporated herein by reference.

2. TERM. The term of this lease shall be for twenty-five (25) years, commencing on the ____ day of _____, 2015 and terminating on that same date in twenty-five (25) years.

3. IMPROVEMENTS. As consideration for the lease, Lessee will improve the site with an aircraft hangar for the purposes of maintaining storage and aircraft parking on the airport and remit to the City of Holbrook the sum of \$1 per year for each of the twenty-five years until the lease is renewed or vacated.

4. TAXES. Lessee shall pay, in addition to the rent otherwise payable hereunder, any transaction, sales or privilege taxes hereinafter imposed by any governmental agency for operation of Lessee's business on the leased premises, if any. Lessee shall further pay, prior to delinquency, all taxes levied upon furniture, fixtures, equipment and other personal property belonging to either Lessor or Lessee and placed upon the leased premises.

5. MAINTENANCE. Lessee shall use the premises for reasonable uses which do not materially damage said premises. Lessee shall maintain the premises in as good condition as reasonable and careful use will permit. Lessee shall keep the premises in good condition and repair at Lessee's own expense and shall not commit any waste or nuisance on the premises or make any unlawful, immoral or improper use of the premises. Lessee shall not permit the use of the premises contrary to law or contrary to any reasonable directions, rules or regulations of any political or regulatory body having jurisdiction over the Lessee. Lessee shall not allow any action which shall be injurious to any person or property on the premises. Lessee shall provide and maintain the premises in a sanitary condition, and shall keep the same free from trash, garbage and other refuse, and shall not permit the same to accumulate and remain on the premises except during the reasonable intervals between garbage collection.

6. INDEMNIFICATION. Lessor is not liable for any damages arising out of Lessee's failure to keep the premises in good condition and repair, or for any damage done or occasioned by or from plumbing, gas, water or other utilities or conditions of the premises, or for any damage arising from the acts of neglects of any other person. Lessor is not liable or responsible for any loss, theft or damage to the property or injury to or death of Lessee's members, employees, agents or guests, or any other person on or about the leased premises. Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims, suits, actions, demands and judgments arising out of an event or events occurring during the term of this lease, including attorney's fees and costs.

7. INSURANCE. Lessee shall acquire and keep in effect adequate bodily injury liability and property damage insurance, and all other insurance needed or required for the operations of Lessee as contemplated by this Lease covering all of Lessee's employees and equipment and shall indemnify and hold Lessor harmless from any causes of action arising from Lessee's operations hereunder. In all the above policies Lessor shall be named as additional insured with Lessee. For the period of this Lease and any renewal or extension thereof, such policies shall be for an

amount not less than \$1,000,000 combined, single limit for bodily injury and property damage. The amount of said insurance shall not be deemed as a limitation of Lessee's agreement to save and hold the Lessor harmless, and if Lessor or Lessee becomes liable for an amount in excess of the insurance,

Lessee will save and hold Lessor harmless for the whole thereof. Certificates of insurance for all such policies entered into after the commencement of this Lease shall be delivered to the Lessor within ten (10) days of the commencement of each such policy.

8. USE. Lessee shall utilize the leased premises only for the private use of its members, the corporation and its agents and for the promotion of general aviation and the general good of the people of Navajo County and the State of Arizona. Lessee and its members shall be entitled to make repairs to their own aircraft and to cause the same to be made by any other party and shall be entitled to the free use and operation of their own aircraft or other property for personal and corporate non-profit purposes. Any other utilization of the leased premises for commercial activities shall be only with the prior written consent of Lessor. *OK*

9. FAILURE TO MAINTAIN. In the event Lessee shall fail or refuse to pay any sums due to be paid by it under the provisions of this lease, or fail or refuse to maintain the leased premises then the Lessor shall have the right to pay after fourteen (14) days notice to Lessee any sum or sums due or perform any work necessary to the proper maintenance of the leased premises and the amount of such sum or sums or the cost of any work performed together with interest at the rate of 9 % per annum, shall forthwith be paid by Lessee to the Lessor. The payment by Lessor of any such sum or sums or the performance by Lessor of any work shall be prima facie evidence of the necessity therefor.

10. UTILITIES. Lessee shall be responsible for and pay for all utility deposits and costs, and any personal property taxes assessed against its personal property situated on the leased premises and all other assessments or levies made against the leased premises.

11. RIGHT OF INSPECTION. Lessor, its employees, agents and assigns may enter upon the leased premises at any reasonable time for any reasonable purpose necessary to or connected with the performance of its obligations hereunder, or in the exercise of its government functions with 10 days verified notice. *OK*

12. ASSIGNMENT AND SUBLEASE. The Lessee shall not transfer, assign or sublet this Lease Agreement, or any privileges granted hereunder, without prior written approval of Lessor. This provision shall not be construed against any individual members of Wings of Faith Ministries or their rights to transfer their membership in Wings of Faith Ministries. *OK*

13. LIENS. Lessee shall keep the leased premises and property in which the premises are situated free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or at the insistence of the Lessee, and indemnify and save Lessor harmless therefrom.

14. HOLDOVER. In the event Lessee shall occupy the leased premises after the termination of this Lease either by expiration of the Lease term or otherwise, such holdover shall not be construed as a holding over from month to month or year to year or term of years or for a periodic term of any kind, but shall be a holding over from day to day, wholly at the will of Lessor.

13. DEFAULT, RE-ENTRY REMEDIES. If Lessee shall fail or neglect to perform any of the covenants herein contained which are to be performed by Lessee and such failure to perform such covenants shall continue for five (5) days, then the Lessor may: after thirty (30) days notice to Lessee in addition to any other remedy it may have at law or in equity, (1) elect to terminate this Lease, or (2) immediately or at any time hereafter while such default continues, re-enter the leased premises and take possession thereof, without being deemed guilty of trespass and without prejudice to any remedies which might otherwise be available to Lessor. Additionally, Lessor may recover

from Lessee all damages Lessor may incur by reason of such breach, including all costs and fees incurred in recovering and reletting the premises.

16. CONTINUITY. This agreement, and each and all of the covenants, obligations, and conditions hereof shall inure to the benefit of and bind the Lessee and Lessor respectively, their heirs, personal representatives, executors, administrators, successors, and assigns.

17. APPLICABLE LAW. This Lease shall be enforced and construed according to the laws of the State of Arizona.

18. PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

19. ATTORNEY'S FEES. In the event that either party hereto shall institute and prevail in any action or suit for the enforcement of its rights hereunder, the prevailing party in said action or suit shall be awarded its reasonable attorney's fees and costs arising therefrom.

20. NOTICES. Whenever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be given or served in writing, forwarded by certified mail, addressed as follows to:

To Lessor:

CITY OF HOLBROOK

P.O. Box 970

Holbrook, AZ 86025

Lessee:

Wings of Faith Ministries Inc.

PO Box 524

Tustin, CA

92781

21. BINDING. This Lease shall be binding upon and inure to the benefit of the parties hereto, their successors, assign, heirs and personal representatives.

22. RIGHT OF FIRST REFUSAL. If this Lease continues in effect for the period of twenty-five (25) years, Lessee shall have the first right of refusal to match any bona fide offer received by Lessor for a new lease of the leased premises if, at the option of Lessor, the premises are to again be leased.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, 2001.

LESSOR:

LESSEE:

CITY OF HOLBROOK

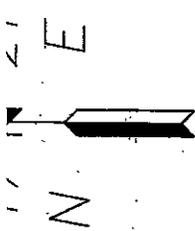
Wings of Faith Ministries Inc.

Ray Alley, City Manager

Tom Leedom, President

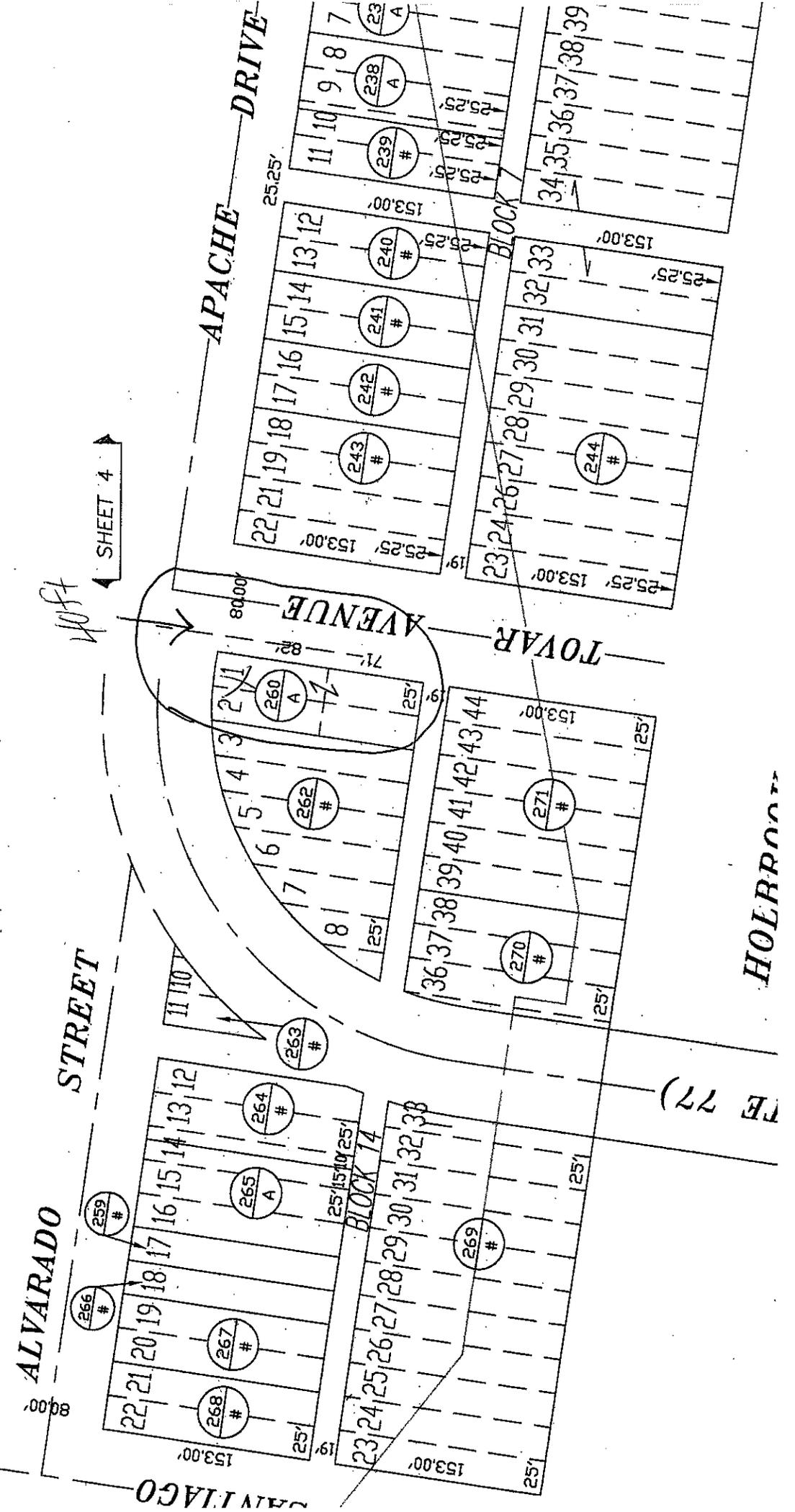
Exhibit "A"





SECTION 6
SURVEY
PLAT 1-8, 1-9, 1-25,
1-39 & 2-22

SCALE: 1" = 100'
LAST REVISED 09/08



NO COST LAND ON AIRPORT MEMORANDUM OF AGREEMENT

MOA No: DTFAWN-15-L-00101

Geographical Location: HOLBROOK, AZ 86025

This agreement is made and entered into by the Holbrook Municipal Airport, hereinafter referred to as Airport, for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the FAA.

WITNESSETH

WHEREAS, the parties listed above have entered into an Airport Improvement Grant Agreement; and

WHEREAS, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

WHEREAS, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

WHEREAS, both parties agreed the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the Holbrook Municipal Airport.

NOW, THEREFORE, the parties mutually agree as follows:

1. TERMS AND CONDITIONS (Jan 12):

It is mutually understood and agreed that the Airport requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on October 1, 2015 and continuing through September 30, 2035. The FAA can terminate this agreement, in whole or part at any time by giving at least (60) day's notice in writing. Said notice shall be sent by certified or registered mail.

A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or under ground lines for

1.3.3 No Cost Land on an Airport Memorandum of Agreement

Revised January 2012

OMB Control No. 2120-0595

Pg. 1

extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the area referred to as Holbrook Municipal Airport, to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. And the right to grading, conditioning, and installing drainage facilities, seeding the soil of the premises, and removing all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

C. And the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

D. And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

2. CONSIDERATION (Aug-02):

The FAA shall pay the Airport no monetary consideration, it being mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities upon the premises.

3. PURPOSE (Apr-05):

It is understood and agreed that the use of the herein described premises, known as Holbrook Municipal Airport, shall be related to the FAA's activities in support of Air Traffic operations.

4. FAA FACILITIES (Apr-05)

The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this agreement by reference and shown on the attached FAA "List of Facilities".

5. TITLE TO IMPROVEMENTS (Apr-05):

1.3.3 No Cost Land on an Airport Memorandum of Agreement

Revised January 2012

OMB Control No. 2120-0595

Title to the improvements constructed for use by the FAA during the life of this agreement shall be in the name of the FAA.

6. HAZARDOUS SUBSTANCE CONTAMINATION (May-00):

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this agreement. The Airport agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Airport also agrees to save and hold the U. S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities on the attached FAA "List of Facilities."

7. INTERFERENCE WITH FAA OPERATIONS (Oct-96):

The Airport agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the Airport's boundaries that may interfere with the proper operation of the navigational aid facilities installed by the FAA, as it is not in the best interest of the Airport or the FAA.

8. FUNDING RESPONSIBILITY FOR FAA FACILITIES (Oct-96):

The Airport agrees that any relocation, replacement, or modification of any existing or future FAA's navigational aid systems made necessary by Airport improvements or changes, which interferes with the technical and/or operational characteristics of the facility, will be at the expense of the Airport, with the exception of any such improvements or changes which are made at the request of the FAA. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties.

9. NON-RESTORATION (Oct-96):

It is hereby agreed between the parties, that upon termination of its occupancy, the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this agreement. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the Airport.

10. NOTICES (Oct-96):

All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

AIRPORT:

Holbrook Municipal Airport
City of Holbrook
PO Box 70
Holbrook, AZ 86025

FEDERAL AVIATION ADMINISTRATION:

ALO-820
1601 Lind Ave SW
Renton, WA 98057

11. Previous Lease(s)/Agreement(s)

This agreement supersedes Land Lease number **DTFA08-00-L-20404**. Land Lease **DTFA08-00-L-20404** is hereby terminated.

12. The following clauses are incorporated by reference: The full text of these clauses can be found via Internet at site <http://fast.faa.gov/> and finding the form "Land On-Airport Lease".

1. OFFICIALS NOT TO BENEFIT (10/96)
2. COVENANT AGAINST CONTINGENT FEES (8/02)
3. ANTI-KICKBACK (10/96)

1.3.3 No Cost Land on an Airport Memorandum of Agreement

Revised January 2012

OMB Control No. 2120-0595

13. SIGNATURES (Apr-04):

The Airport and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative (s). This agreement is effective upon the date of signature by the last party thereof.

City of Holbrook, AZ

UNITED STATES OF AMERICA,

FEDERAL AVIATION ADMINISTRATION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Dated: October 1, 2015

List of Facilities

MEMORANDUM OF AGREEMENT

DTFA08-00-L-20404

Holbrook Municipal Airport

<u>Number</u>	<u>Facility</u>	<u>R/W Number</u>	<u>GSA Control Number</u>	<u>Comments</u>
1	BUEC	N/A	04018	

CITY OF HOLBROOK

INVOICE APPROVAL REPORT

**BY GL NUMBER WALT'S
HARDWARE**

05/21/2015 THRU 06/03/2015

TOTAL **\$2812.17**

