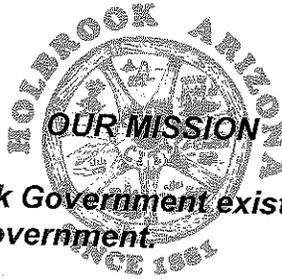


465 First Avenue  
P.O. Box 970  
Holbrook, AZ 86025

# CITY OF HOLBROOK

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

## AGENDA

### REGULAR CITY COUNCIL MEETING

JUNE 12, 2012

6:00 P.M.

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

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

- 1) CALL TO ORDER:
- 2) ROLL CALL:
- 3) PLEDGE OF ALLEGIANCE/INVOCATION:
- 4) PUBLIC ANNOUNCEMENTS AND PRESENTATIONS (Please limit to 10 minutes)..
- 5) CALL TO THE AUDIENCE:  
The City Council welcomes public comment at this time only for items listed on this Agenda. There is a five minute time limit per citizen.
- 6) CONSENT AGENDA
  - A. Claims/payment approval for May 3, 2012 thru June 6, 2012: (pg 3)  
Documentation for claims is available at City Hall.
  - B. Minutes of the regular meeting held on May 22, 2012. (pg 38)
- CLAIMS/PAYMENT APPROVAL FOR WALT'S HARDWARE: \$ 3675.19 (pg 44)

### 8) REPORTS:

**Mayor:**

**Council Members:**

**Manager:**

9) OLD BUSINESS:

A. Ordinance 12-02, authorizing the lease of real property of the City of Holbrook, namely a portion of 109-37-006A (Old NPC Campus) to CIO Ministries-2nd reading. (pg 48)

10) NEW BUSINESS:

A. Discussion/possible action regarding bid proposals for Well #3-Assistant Manager Sullivan. (pg 58)

B. Discussion/possible action regarding an IGA with Navajo County for Major Crimes Apprehension Team-Manager Alley. (pg 64)

C. Discussion/possible action regarding a Memorandum of Understanding with the Arizona Public Safety Procurement Program-Manager Alley. (pg 69)

D. Resolution 12-06, authorizing and IGA between the City of Holbrook and ADOT for the McLaws Road project-Manager Alley. (pg 80)

E. Discussion/possible action regarding a purchasing agreement with Fastenal-Manager Alley. (pg 90)

F. Discussion/possible action regarding enforcement of City Code, 6-1-15 (C) 8. Swap meet-Manager Alley. (pg 98)

G. Discussion/possible action regarding request by Ken Karges and Harold Elson to fence City right-of-way on W. Joy Nevin-Manager Alley.

H. Discussion/possible action regarding request to purchase real property of the City of Holbrook by McPherson Collision-Manager Alley. (pg 100)

11) EXECUTIVE SESSION:

A. Per ARS 38-431.03(A) (3), the Council may adjourn into executive session for discussion or consultation or legal advice with the City Attorney for any item listed on the agenda.

12) POST EXECUTIVE SESSION:

13) CALL TO THE AUDIENCE:

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

14) ADJOURNMENT:

Dated this 5<sup>th</sup> day of June 2012.

Cher Reyes, CMC, CPM, City Clerk

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

**CITY OF HOLBROOK**

**INVOICE APPROVAL REPORT**

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

05/03/2012 THRU 06/6/2012

**TOTAL** **\$855,760.16**

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
<b>5/29/2012</b>												
BRADCO				2590								
1095	1	Inv	FUEL		05/15/2012 05/29/2012	9,084.57	0 No		.00			5/12 007-087-5027
MOHAVE ENVIRONMENTAL LAB				8270								
58857	1	Inv	TESTING		05/07/2012 06/13/2012	1,345.00	0 No		.00			5/12 002-092-5041
BANANA JONS				2177								
12-1117	1	Inv	RENTAL/MAINT		05/09/2012 05/29/2012	272.00	2 No		.00			5/12 001-031-5047
AMERIGAS - HOLBROOK				920								
3008367023	1	Inv	UTILITIES		05/08/2012 05/29/2012	72.84	2 No		.00			5/12 001-040-5048
AZ DEPT LIQUOR LICENSE				1430								
05102012	1	Inv	LICENSE		05/10/2012 05/29/2012	75.00	0 No		.00			5/12 001-014-5057
ARIZONA STATE TREASURER				1380								
04302012	1	Inv	FINES		05/16/2012 05/29/2012	2,259.49	0 No		.00			5/12 001-000-4710
UNISOURCE ENERGY SERVICES				3380								
05072012	1	Inv	UTILITIES		05/07/2012 05/29/2012	41.26	0 No		.00			5/12 007-087-5048
05072012	2	Inv	UTILITIES		05/07/2012 05/29/2012	52.47	0 No		.00			5/12 001-085-5048
05072012	3	Inv	UTILITIES		05/07/2012 05/29/2012	48.74	0 No		.00			5/12 001-093-5048
05072012	4	Inv	UTILITIES		05/07/2012 05/29/2012	22.48	0 No		.00			5/12 001-084-5048
05072012	5	Inv	UTILITIES		05/07/2012 05/29/2012	74.06	0 No		.00			5/12 001-050-5048
05072012	6	Inv	UTILITIES		05/07/2012 05/29/2012	61.86	0 No		.00			5/12 001-093-5048
05072012	7	Inv	UTILITIES		05/07/2012 05/29/2012	24.35	0 No		.00			5/12 002-091-5048
Total 05072012						325.22						
Total 3380						325.22						
CARQUEST AUTO PARTS				2440								
05142012	1	Inv	PARTS		05/14/2012 06/13/2012	163.26	0 No		.00			5/12 002-091-5024
05142012	2	Inv	PARTS		05/14/2012 06/13/2012	134.13	0 No		.00			5/12 001-031-5024
05142012	3	Inv	PARTS		05/14/2012 06/13/2012	47.29	0 No		.00			5/12 001-085-5026

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
05142012	4	Inv	PARTS		05/14/2012 06/13/2012	103.24	0 No		.00			5/12
05142012	5	Inv	PARTS		05/14/2012 06/13/2012	111.11	0 No		.00		007-087-5024	5/12
05142012	6	Inv	PARTS		05/14/2012 06/13/2012	100.16	0 No		.00		002-090-5024 001-005-5024	5/12
Total 05142012						659.19						
Total 2440						659.19						
NAVAJO COUNTY TREASURER				8750								
04302012	1	Inv	2011 ADD'L ASSESSMENT		04/30/2012 05/29/2012	10.89	0 No		.00		001-000-4710	5/12
NAVAJO COUNTY FINANCE				8690								
000056,57,58	1	Inv	JAIL CONTRACT		05/08/2012 05/29/2012	4,867.96	0 No		.00		001-050-5050	5/12
MCPHERSON COLLISION				8051								
2319	1	Inv	VEHICLE REPAIRS		05/04/2012 06/13/2012	1,609.93	2 No		.00		003-150-5071	5/12
SENSUS METERING SYSTEMS				5785								
ZA13001564	1	Inv	REPAIRS		05/02/2012 06/23/2012	102.43	2 No		.00		002-091-5047	5/12
AUTO SAFETY HOUSE				1571								
3221240002	1	Inv	PARTS/REPAIRS		05/03/2012 06/13/2012	370.95	2 No		.00		001-004-5026	5/12
KUSTOM SIGNALS INC				7290								
25693	1	Inv	RADAR		04/05/2012 06/13/2012	4,665.08	0 No		.00		027-059-5071	5/12
INGRAM				6620								
56,04752214	1	Inv	BOOKS		05/06/2012 06/13/2012	971.85	0 No		.00		001-020-5026	5/12
PENWORTHY				9433								
526490	1	Inv	BOOKS		05/03/2012 06/13/2012	229.40	1 No		.00		001-020-5026	5/12
Total 5/29/2012						26,921.80						

05/29/2012 GL Period Summary

GL Period	Amount
5/12	26,921.80

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<u>GL Period</u>	<u>Amount</u>
	<u>26,921.80</u>

Invoice No	Seq	Vendor Name Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>5/31/2012</b>											
LEXIS-NEXIS (ACCURINT)			169								
29	1	Inv	BACKGROUND CHECKS	06/01/2012	50.00	2		.00			5/12 Y
				06/01/2012		No			001-004-5041		
29	2	Inv		06/01/2012	.00	2		.00			5/12 Y
				06/01/2012		No					
29	3	Inv		06/01/2012	.00	2		.00			5/12 Y
				06/01/2012		Yes					
Total 29					50.00						
Total 169					50.00						
BETTER COMMUNICATIONS CO			2430								
7012075	1	Inv	Radio Contract	06/01/2012	.00	0		.00			5/12 Y
				06/01/2012		No			001-004-5047		
7012075	2	Inv	Radio contract	06/01/2012	.00	0		.00			5/12 Y
				06/01/2012		No			001-031-5047		
7012075	3	Inv	Radio Contract	06/01/2012	529.90	0		.00			5/12 Y
				06/01/2012		No			001-050-5047		
7012075	4	Inv	Radio Contract	06/01/2012	312.63	0		.00			5/12 Y
				06/01/2012		No			001-060-5047		
7012075	5	Inv	Radio Contract	06/01/2012	.00	0		.00			5/12 Y
				06/01/2012		No			001-084-5047		
7012075	6	Inv	Radio Contract	06/01/2012	.00	0		.00			5/12 Y
				06/01/2012		No			001-085-5047		
7012075	7	Inv	Radio Contract	06/01/2012	.00	0		.00			5/12 Y
				06/01/2012		No			002-090-5047		
7012075	8	Inv	Radio Contract	06/01/2012	.00	0		.00			5/12 Y
				06/01/2012		No			002-091-5047		
7012075	9	Inv	Radio Contract	06/01/2012	.00	0		.00			5/12 Y
				06/01/2012		No			002-092-5047		
7012075	10	Inv	Radio Contract	06/01/2012	.00	0		.00			5/12 Y
				06/01/2012		No			001-040-5047		
7012075	11	Inv	Radio Contract	06/01/2012	.00	0		.00			5/12 Y
				06/01/2012		No			007-087-5047		
Total 7012075					842.53						
Total 2430					842.53						
CABLE ONE			2940								
10012073	1	Inv	UTILITIES	06/01/2012	58.00	0		.00			5/12 Y
				06/01/2012		No			001-060-5048		
10012073	2	Inv	UTILITIES	06/01/2012	105.95	0		.00			5/12 Y
				06/01/2012		No			001-050-5048		
10012073	3	Inv	UTILITIES	06/01/2012	.00	0		.00			5/12 Y
				06/01/2012		No			001-093-5048		
10012073	4	Inv	UTILITIES	06/01/2012	58.00	0		.00			5/12 Y
				06/01/2012		No			001-050-5048		
10012073	5	Inv	UTILITIES	06/01/2012	207.95	0		.00			5/12 Y
				06/01/2012		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 10012073					429.90						
Total 2940					429.90						
CYBERTRAILS 3960											
7312061	1	Inv	EMAIL AND BACKUP	06/01/2012	254.06	2		.00			5/12 Y
				06/01/2012		No			001-004-5047		
7312061	2	Inv		06/01/2012	.00	2		.00			5/12 Y
				06/01/2012		No					
7312061	3	Adj		06/01/2012	175.00	0		.00			5/12
				06/01/2012		No			001-004-5047		
Total 7312061					79.06						
Total 3960					79.06						
HOLBROOK VOL FIRE DEPT 6260											
200589	1	Inv	RETIREMENT	06/05/2012	1,916.59	0		.00			5/12 Y
				06/05/2012		No			001-060-5015		
200589	2	Inv	UNIFORMS	06/05/2012	3,343.24	0		.00			5/12 Y
				06/05/2012		No			001-060-5023		
Total 200589					5,259.83						
Total 6260					5,259.83						
NAVAJO COUNTY HISTORICAL 8720											
112	1	Inv	CONTRIBUTION	06/01/2012	2,400.00	0		.00			5/12 Y
				06/01/2012		No			001-014-5057		
MOHAVE ENVIRONMENTAL LAB 8270											
58430	1	Inv	TESTING	03/23/2012	160.00	0		.00			5/12
				06/13/2012		No			002-091-5041		
UNISOURCE ENERGY SERVICES 3380											
05182012	1	Inv	UTILITIES	05/18/2012	28.13	0		.00			5/12
				05/29/2012		No			001-020-5048		
05182012	2	Inv	UTILITIES	05/18/2012	29.07	0		.00			5/12
				05/29/2012		No			001-031-5048		
Total 05182012					57.20						
05212012	1	Inv	UTILITIES	05/21/2012	872.81	0		.00			5/12
				05/30/2012		No			001-031-5048		
05212012	2	Inv	UTILITIES	05/21/2012	35.65	0		.00			5/12
				05/30/2012		No			001-014-5048		
Total 05212012					908.46						
Total 3380					965.66						
CARQUEST AUTO PARTS 2440											
05212012	1	Inv	PARTS	05/21/2012	58.08	0		.00			5/12
				06/13/2012		No			007-087-5024		

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
05212012	2 Inv		PARTS	05/21/2012	163.47	0		.00			5/12
				06/13/2012		No			001-085-5026		5/12
05212012	3 Inv		PARTS	05/21/2012	27.60	0		.00			5/12
				06/13/2012		No			002-090-5024		5/12
05212012	4 Inv		PARTS	05/21/2012	.36	0		.00			5/12
				06/13/2012		No			001-031-5024		5/12
05212012	5 Inv		PARTS	05/21/2012	14.36	0		.00			5/12
				06/13/2012		No			001-085-5024		5/12
Total 05212012					263.87						
Total 2440					263.87						
FUTURE TIRE, INC. 5241											
W23722	1 Inv		ALIGNMENT	05/14/2012	128.51	2		.00			5/12
				06/13/2012		No			002-091-5024		5/12
W23737	1 Inv		TIRE	05/16/2012	100.96	2		.00			5/12
				06/13/2012		No			001-031-5024		5/12
Total 5241					229.47						
DANA KEPNER CO. 4071											
4618314-00	1 Inv		PARTS	05/23/2012	284.90	1		.00			5/12
				06/12/2012		No			002-091-5026		5/12
COCA COLA COMPANY 3590											
34842027209	1 Inv		RESALE ITEM	05/04/2012	657.70	0		.00			5/12
				06/13/2012		No			001-040-5029		5/12
NORTHERN SAFETY CO. 9004											
30746201024	1 Inv		SUPPLIES	05/04/2012	215.28	4	05/19/2012	4.31			5/12
				06/03/2012		No			001-031-5026		5/12
AUTO SAFETY HOUSE 1571											
3221390006	1 Inv		PARTS/REPAIRS	05/18/2012	191.88	2		.00			5/12
				06/13/2012		No			007-087-5024		5/12
3221390021	1 Inv		PARTS/REPAIRS	05/18/2012	2,468.84	2		.00			5/12
				06/13/2012		No			007-087-5024		5/12
Total 1571					2,660.72						
MAXI-SWEEP 7950											
14210	1 Inv		PARTS	05/15/2012	185.31	0		.00			5/12
				05/29/2012		No			001-031-5026		5/12
MCPHERSON COLLISION 8051											
2327	1 Inv		VEHICLE REPAIRS	05/18/2012	1,609.93	2		.00			5/12
				06/13/2012		No			003-150-5071		5/12
HOME DEPOT 6310											
05282012	1 Inv		SUPPLIES	05/28/2012	217.64	2		.00			5/12
				06/13/2012		No			002-091-5022		5/12
05282012	2 Inv		SUPPLIES	05/28/2012	217.65	2		.00			5/12
				06/13/2012		No			002-092-5022		5/12

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 05282012					435.29						
Total 6310					435.29						
DANA KEPNER CO. 4071											
4618368-00	1 Inv		PARTS	05/18/2012	72.74	1		.00			5/12
				06/13/2012		No			002-091-5026		
CHAMBER OF COMMERCE 3220											
05222012	1 Inv		REIMBURSEMENT	05/22/2012	43.74	0		.00			5/12
				06/13/2012		No			001-014-5057		
A.P.S. 70											
05162012	1 Inv		UTILITIES	05/16/2012	3,270.42	0		.00			5/12
				05/31/2012		No			007-087-5048		
FRONTIER COMM TELE 3350											
05152012	1 Inv		UTILITIES	05/15/2012	588.96	0		.00			5/12
				05/30/2012		No			001-014-5048		
05152012	2 Inv		UTILITIES	05/15/2012	113.37	0		.00			5/12
				05/30/2012		No			001-050-5048		
Total 05152012					702.33						
Total 3350					702.33						
BROWN & BROWN LAW OFFICE 2690											
05182012	1 Inv		PROFESSIONAL SERVICE	05/18/2012	911.34	0		.00			5/12
				05/30/2012		Yes			002-091-5041		
NAVAJO COUNTY INFORMATION TECH 8722											
12-00000023	1 Inv		INTERNET SERVICE	05/02/2012	900.00	0		.00			5/12
				06/13/2012		No			001-020-5048		
HOLBROOK TRIBUNE NEWS 6240											
119817	1 Inv		ADVERTISEMENT	05/09/2012	15.75	0		.00			5/12
				06/13/2012		No			002-091-5044		
UNISOURCE ENERGY SERVICES 3380											
05082012	1 Inv		UTILITIES	05/08/2012	83.48	0		.00			5/12
				06/13/2012		No			001-060-5048		
05082012	2 Inv		UTILITIES	05/08/2012	70.64	0		.00			5/12
				06/13/2012		No			002-091-5048		
05082012	3 Inv		UTILITIES	05/08/2012	128.43	0		.00			5/12
				06/13/2012		No			001-060-5048		
Total 05082012					282.55						
Total 3380					282.55						
AUTO SAFETY HOUSE 1571											
3221390006	2 Inv		PARTS/REPAIRS	05/18/2012	191.88	2		.00			5/12
				06/13/2012		No			007-087-5024		

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
HOLBROOK TRIBUNE NEWS				6240								
119818	1	Inv	ADVERTISEMENT		05/09/2012 06/13/2012	15.75	0 No		.00		002-091-5044	5/12
BRADCO				2590								
178203	1	Inv	FUEL		04/30/2012 05/31/2012	.00	0 No		.00		007-087-5027	5/12
177528	1	Inv	FUEL		04/30/2012 05/31/2012	.00	0 No		.00		007-087-5027	5/12
Total 2590						.00						
BORDER CONSTRUCTION SPECIALTIE				2540								
INV-340228	1	Inv	REBAR		05/25/2012 06/13/2012	985.05	0 No		.00		007-087-5026	5/12
Total 5/31/2012						24,121.00						

05/31/2012 GL Period Summary

GL Period	Amount
5/12	24,121.00
	<u>24,121.00</u>

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>6/1/2012</b>												
A.P.S.				70								
052012	1	Inv	UTILITIES		05/21/2012	493.43	0		.00			6/12
					06/01/2012		No			001-060-5048		
05212012	1	Inv	UTILITIES		05/21/2012	8,964.22	0		.00			6/12
					06/01/2012		No			002-091-5048		
05212012	2	Inv	UTILITIES		05/21/2012	12,767.89	0		.00			6/12
					06/01/2012		No			002-092-5048		
05212012	3	Inv	UTILITIES		05/21/2012	2,148.49	0		.00			6/12
					06/01/2012		No			001-031-5048		
05212012	4	Inv	UTILITIES		05/21/2012	1,712.37	0		.00			6/12
					06/01/2012		No			001-050-5048		
05212012	5	Inv	UTILITIES		05/21/2012	263.57	0		.00			6/12
					06/01/2012		No			001-093-5048		
05212012	6	Inv	UTILITIES		05/21/2012	940.14	0		.00			6/12
					06/01/2012		No			007-087-5048		
05212012	7	Inv	UTILITIES		05/21/2012	355.91	0		.00			6/12
					06/01/2012		No			001-040-5048		
05212012	8	Inv	UTILITIES		05/21/2012	97.69	0		.00			6/12
					06/01/2012		No			002-090-5048		
05212012	9	Inv	UTILITIES		05/21/2012	861.61	0		.00			6/12
					06/01/2012		No			001-099-5048		
05212012	10	Inv	UTILITIES		05/21/2012	126.82	0		.00			6/12
					06/01/2012		No			001-085-5048		
05212012	11	Inv	UTILITIES		05/21/2012	443.95	0		.00			6/12
					06/01/2012		No			001-004-5048		
05212012	12	Inv	UTILITIES		05/21/2012	496.20	0		.00			6/12
					06/01/2012		No			001-014-5048		
05212012	13	Inv	UTILITIES		05/21/2012	54.30	0		.00			6/12
					06/01/2012		No			001-084-5048		
05212012	14	Inv	UTILITIES		05/21/2012	645.29	0		.00			6/12
					06/01/2012		No			001-020-5048		
Total 05212012						29,878.45						
Total 70						30,371.88						
CARQUEST AUTO PARTS				2440								
06012012	1	Inv	PARTS		06/01/2012	18.16	0		.00			6/12
					06/13/2012		No			001-031-5024		
06012012	2	Inv	PARTS		06/01/2012	49.53	0		.00			6/12
					06/13/2012		No			002-092-5024		
06012012	3	Inv	PARTS		06/01/2012	152.97	0		.00			6/12
					06/13/2012		No			007-087-5024		
06012012	4	Inv	PARTS		06/01/2012	115.87	0		.00			6/12
					06/13/2012		No			001-085-5021		
Total 06012012						336.53						
Total 2440						336.53						
BARELA, RAYMOND				2252								
1562.02	1	Inv	REFUND DEPOSIT		05/22/2012	10.82	2		.00			6/12
					06/01/2012		Yes			002-0002520		

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
AZ SECRETARY OF STATE				2020								
WHEELER	1	Inv	NOTARY RENEWAL		06/01/2012 06/01/2012	43.00	0 No		.00		001-004-5043	6/12
BINGHAM EQUIPMENT CO				2460								
P13981	1	Inv	PARTS		05/25/2012 06/13/2012	202.48	0 No		.00		001-040-5024	6/12
HOLBROOK VOL FIRE DEPT				6260								
042420142	1	Inv	REIMBURSEMENT FOR TL		04/24/2012 06/13/2012	100.00	0 No		.00		001-060-5045	6/12
AUTO SAFETY HOUSE				1571								
3221210006	1	Inv	PARTS/REPAIRS		04/30/2012 06/13/2012	182.08	2 No		.00		007-087-5024	6/12
LAWSON PRODUCTS				7450								
9300805563	1	Inv	SUPPLIES		05/01/2012 06/13/2012	223.20	0 No		.00		001-040-5026	6/12
COLLECTION AGENCY HIGH COUNTRY				3593								
750	1	Inv	COLLECTION SERVICES		05/03/2012 06/13/2012	7.93	2 No		.00		002-092-5048	6/12
ARIZONA DEPT OF TRANSPORTATION				1262								
D212109	1	Inv	MCLAWS ROAD PROEJCT		04/12/2012 06/01/2012	10,000.00	3 No		.00		027-004-5058	6/12
COMMERCIAL POOL REPAIR				3625								
12029	1	Inv	REPAIRS/SUPPLIES		05/23/2012 06/13/2012	4,951.85	2 No		.00		001-031-5052	6/12
12027	1	Inv	REPAIRS/SUPPLIES		05/23/2012 06/13/2012	188.24	2 No		.00		001-031-5052	6/12
12028	1	Inv	REPAIRS/SUPPLIES		05/23/2012 06/13/2012	145.61	2 No		.00		001-031-5052	6/12
12026	1	Inv	REPAIRS/SUPPLIES		05/23/2012 06/13/2012	1,580.64	2 No		.00		001-031-5026	6/12
Total 3625						6,846.34						
HEIMAN FIRE EQUIPMENT				5950								
0794129	1	Inv	EQUIP/PARTS		03/05/2012 06/13/2012	251.73	0 No		.00		001-060-5022	6/12
Total 6/1/2012						48,575.99						

06/01/2012 GL Period Summary

GL Period	Amount
6/12	48,575.99

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<u>GL Period</u>	<u>Amount</u>
	<u>48,575.99</u>

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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
<b>6/4/2012</b>											
<b>A-Z EQUIPMENT</b>											
		30									
565712	1 Inv BOXES			05/29/2012	988.81	0		.00			
				06/13/2012		No			001-014-5057		6/12
<b>BRIMHALL SAND AND ROCK</b>											
		2660									
33120	1 Inv ABC			05/29/2012	3,130.03	0		.00			
				06/04/2012		No			007-087-5026		6/12
33121	1 Inv ABC			05/30/2012	363.88	0		.00			
				06/04/2012		No			007-087-5026		6/12
Total 2660					3,493.91						
<b>ARIZONA STATE TREASURER</b>											
		1380									
MAY2012	1 Inv FARE 0107			05/31/2012	153.01	0		.00			
				06/04/2012		No			001-000-4710		6/12
<b>COPPERSTATE BOLT &amp; NUT</b>											
		3750									
100183091	1 Inv SUPPLIES			05/29/2012	3.13	0		.00			
				06/13/2012		No			001-085-5022		6/12
100184342	1 Inv SUPPLIES			05/30/2012	31.21	0		.00			
				06/13/2012		No			001-085-5022		6/12
Total 3750					34.34						
<b>HOLBROOK TRIBUNE NEWS</b>											
		6240									
119675	1 Inv ADVERTISEMENT			04/30/2012	400.14	0		.00			
				06/13/2012		No			001-001-5044		6/12
<b>AUTO SAFETY HOUSE</b>											
		1571									
3221280002	1 Inv PARTS/REPAIRS			05/07/2012	304.31	2		.00			
				05/14/2012		No			001-050-5024		6/12
<b>FUTURE TIRE, INC.</b>											
		5241									
W23665	1 Inv TIRES			05/04/2012	684.69	2		.00			
				06/13/2012		No			001-050-5024		6/12
W23666	1 Inv REPAIRS			05/04/2012	18.35	2		.00			
				06/13/2012		No			001-050-5024		6/12
W23695	1 Inv TIRES			05/09/2012	712.58	2		.00			
				06/13/2012		No			002-091-5024		6/12
W23691	1 Inv REPAIRS			05/08/2012	10.00	2		.00			
				06/13/2012		No			002-091-5024		6/12
Total 5241					1,425.62						
<b>AZ MUNICIPAL CLERKS ASSOC</b>											
		1960									
05112012	1 Inv DUES			05/11/2012	60.00	0		.00			
				06/13/2012		No			001-004-5043		6/12
<b>LAWSON PRODUCTS</b>											
		7450									
9300804880	1 Inv SUPPLIES			05/01/2012	206.47	0		.00			
				06/13/2012		No			001-085-5026		6/12
<b>AMERIGAS - HOLBROOK</b>											
		920									
3008078952	1 Inv UTILITIES			05/24/2012	171.35	2		.00			

R Column: Y = Recurring Payment

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
					06/04/2012		No				001-040-5048	
CANYON PIPE & SUPPLY				3039								
3372122.001	1	Inv	PARTS		05/25/2012	5.65	2		.00			6/12
					06/13/2012		No			002-091-5026		
3372122.001	2	Inv	PARTS		05/25/2012	5.65	2		.00			6/12
					06/13/2012		No			002-092-5026		
Total S3372122.001						11.30						
3348249*.001	1	Inv	PARTS		04/19/2012	433.56	2		.00			6/12
					06/13/2012		No			002-091-5026		
3348249.001	1	Inv	PARTS		04/19/2012	320.07	2		.00			6/12
					06/13/2012		No			002-092-5026		
Total 3039						764.93						
VERIZON WIRELESS				530								
1086413625	1	Inv	UTILITIES		05/21/2012	57.10	0		.00			6/12
					06/04/2012		No			001-031-5048		
1086413625	2	Inv	UTILITIES		05/21/2012	40.30	0		.00			6/12
					06/04/2012		No			002-091-5048		
1086413625	3	Inv	UTILITIES		05/21/2012	40.30	0		.00			6/12
					06/04/2012		No			002-092-5048		
1086413625	4	Inv	UTILITIES		05/21/2012	55.35	0		.00			6/12
					06/04/2012		No			001-060-5048		
1086413625	5	Inv	UTILITIES		05/21/2012	119.00	0		.00			6/12
					06/04/2012		No			001-050-5048		
1086413625	6	Inv	UTILITIES		05/21/2012	112.16	0		.00			6/12
					06/04/2012		No			002-090-5048		
1086413625	7	Inv	UTILITIES		05/21/2012	98.21	0		.00			6/12
					06/04/2012		No			001-004-5048		
1086413625	8	Inv	UTILITIES		05/21/2012	37.29	0		.00			6/12
					06/04/2012		No			001-031-5048		
1086413625	9	Inv	UTILITIES		05/21/2012	53.93	0		.00			6/12
					06/04/2012		No			007-087-5048		
1086413625	10	Inv	UTILITIES		05/21/2012	39.10	0		.00			6/12
					06/04/2012		No			001-040-5048		
1086413625	11	Inv	UTILITIES		05/21/2012	71.93	0		.00			6/12
					06/04/2012		No			001-085-5048		
1086413625	12	Inv	UTILITIES		05/21/2012	33.10	0		.00			6/12
					06/04/2012		No			001-084-5048		
Total 1086413625						757.77						
Total 530						757.77						
CHOLLA READY MIX, INC.				3310								
15998	1	Inv	CONCRETE		05/31/2012	1,154.54	0		.00			6/12
					06/04/2012		No			007-087-5026		
FRONTIER COMM TELE				3350								
06012012	1	Inv	UTILITIES		06/01/2012	146.11	0		.00			6/12
					06/04/2012		No			002-091-5048		
06012012	2	Inv	UTILITIES		06/01/2012	153.18	0		.00			6/12

Invoice No	Seq	Vendor Name Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
06012012	3	Inv	UTILITIES	06/04/2012 06/01/2012	1,173.77	No 0		.00	001-060-5048		6/12
06012012	4	Inv	UTILITIES	06/04/2012 06/01/2012	150.62	No 0		.00	001-050-5048		6/12
06012012	5	Inv	UTILITIES	06/04/2012 06/01/2012	151.71	No 0		.00	001-084-5048		6/12
06012012	6	Inv	UTILITIES	06/04/2012 06/01/2012	239.13	No 0		.00	001-085-5048		6/12
06012012	7	Inv	UTILITIES	06/04/2012 06/01/2012	548.79	No 0		.00	001-093-5048		6/12
06012012	8	Inv	UTILITIES	06/04/2012 06/01/2012	115.73	No 0		.00	002-092-5048		6/12
06012012	9	Inv	UTILITIES	06/04/2012 06/01/2012	163.32	No 0		.00	001-020-5048		6/12
06012012	10	Inv	UTILITIES	06/04/2012 06/01/2012	650.89	No 0		.00	001-040-5048		6/12
06012012	11	Adj		06/04/2012 06/01/2012 06/04/2012	18.20	No 0 No		.00	001-004-5048 001-004-5048		6/12
Total 06012012					3,475.05						
Total 3350					3,475.05						
Total 6/4/2012					13,390.25						

06/04/2012 GL Period Summary

GL Period	Amount
6/12	13,390.25
	<u>13,390.25</u>

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>6/5/2012</b>												
HENSLEY'S				5980								
JUNE 132012	1	Inv	ICE		06/05/2012	90.00	0		.00			6/12
					06/06/2012		No			002-090-5021		
UNISOURCE ENERGY SERVICES				3380								
06042012	1	Inv	UTILITIES		06/04/2012	46.67	0		.00			6/12
					06/06/2012		No			002-090-5048		
06042012	2	Inv	UTILITIES		06/04/2012	29.33	0		.00			6/12
					06/06/2012		No			001-004-5048		
06042012	3	Inv	UTILITIES		06/04/2012	18.20	0		.00			6/12
					06/06/2012		No			002-090-5048		
Total 06042012						94.20						
Total 3380						94.20						
AZ DEPT OF REVENUE - UTIL. TAX				1830								
MAY 2012	1	Inv	UTILITIES TAX		06/05/2012	5,322.61	0		.00			6/12
					06/06/2012		No			002-0002460		
PENWORTHY				9433								
527819	1	Inv	BOOKS		05/30/2012	805.65	1		.00			6/12
					06/13/2012		No			001-020-5026		
NAVAJO COUNTY INFORMATION TECH				8722								
12-00000025	1	Inv	INTERNET SERVICE		06/04/2012	900.00	0		.00			6/12
					06/13/2012		No			001-020-5048		
GRAINGER				5580								
9820094135	1	Inv	SUPPLIES		05/04/2012	406.09	0		.00			6/12
					06/13/2012		No			001-060-5022		
CHOLLA READY MIX, INC.				3310								
16408	1	Inv	CONCRETE		06/05/2012	1,049.58	0		.00			6/12
					06/06/2012		No			007-087-5026		
CASELLE INC				3140								
42783	1	Inv	SUPPORT		06/01/2012	870.67	0		.00			6/12
					06/13/2012		No			001-004-5049		
AUTO SAFETY HOUSE				1571								
3221240003	1	Inv	PARTS/REPAIRS		05/03/2012	15.81	2		.00			6/12
					06/13/2012		No			001-085-5024		
HILL BROTHERS CHEMICAL CO.				6048								
4363052	1	Inv	CHLORINE		05/18/2012	3,647.38	2		.00			6/12
					06/13/2012		No			002-091-5026		
Total 6/5/2012						13,201.99						

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<u>GL Period</u>	<u>Amount</u>
06/05/2012 GL Period Summary	
<u>6/12</u>	<u>13,201.99</u>
	<u>13,201.99</u>

Invoice No	Seq	Vendor Name Type	Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>6/6/2012</b>												
WASTE MGT / PAINTED DESERT L/F 9430												
10769-0462-0	1	Inv	LANDFILL FEES		06/01/2012 06/06/2012	10,972.40	0 No		.00		002-090-5049	6/12
CYBERTRAILS 3960												
9600338-136	1	Inv	INTERNET SERVICE		06/06/2012 06/13/2012	350.00	2 No		.00		001-004-5048	6/12
CASELLE INC 3140												
42129	1	Inv	SUPPORT		05/01/2012 06/13/2012	850.67	0 No		.00		001-004-5049	6/12
BORDER CONSTRUCTION SPECIALTIE 2540												
INV-3821653	1	Inv	FORMS		05/07/2012 06/13/2012	1,778.94	0 No		.00		007-087-5022	6/12
INV-3819003	1	Inv	STAKES, BOOTS, FLOATS		05/03/2012 06/13/2012	484.16	0 No		.00		007-087-5022	6/12
Total 2540						2,263.10						
HOLBROOK TRIBUNE NEWS 6240												
119674	1	Inv	ADVERTISEMENT		04/30/2012 06/13/2012	67.75	0 No		.00		001-084-5044	6/12
FUTURE TIRE, INC. 5241												
W23843	1	Inv	REPAIRS		05/29/2012 06/13/2012	12.50	2 No		.00		002-090-5024	6/12
W23838	1	Inv	TIRES		05/25/2012 06/13/2012	2,823.15	2 No		.00		002-090-5024	6/12
Total 5241						2,835.65						
ROUTE 66 LUMBER & HARDWARE 650												
05312012	1	Inv	SUPPLIES		05/31/2012 06/13/2012	67.69	0 No		.00		001-031-5026	6/12
05312012	2	Inv	SUPPLIES		05/31/2012 06/13/2012	5.70	0 No		.00		002-092-5026	6/12
05312012	3	Inv	SUPPLIES		05/31/2012 06/13/2012	13.88	0 No		.00		002-091-5026	6/12
05312012	4	Inv	SUPPLIES		05/31/2012 06/13/2012	22.42	0 No		.00		001-020-5021	6/12
05312012	5	Inv	SUPPLIES		05/31/2012 06/13/2012	16.53	0 No		.00		007-087-5026	6/12
Total 05312012						126.22						
Total 650						126.22						
Total 6/6/2012						16,765.79						

GL Period	Amount
6/12	16,765.79
	<u>16,765.79</u>
Grand Total:	<u>142,976.82</u>

Report GL Period Summary

GL Period	Amount
5/12	51,042.80
6/12	91,934.02
	<u>142,976.82</u>

Vendor Number Hash: 428116  
 Vendor Number Hash - Split: 604073  
 Total Number of Invoices: 105  
 Total Number of Transactions: 189

TC	Terms Description	Invoice Amt	Discount Amt	Net Inv Amt
0	Open Terms	107,647.13	.00	107,647.13
1	NET 20	1,392.69	.00	1,392.69
2	NET 7	23,721.72	.00	23,721.72
3	IMMEDIATELY	10,000.00	.00	10,000.00
4	2% 15TH, NET 30	215.28	4.31	210.97
		<u>142,976.82</u>	<u>4.31</u>	<u>142,972.51</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
<b>5/29/2012</b>												
<b>AGS PUBLISHING</b> 21185												
07932012	1	Inv	ADVERTISING		05/10/2012 06/13/2012	620.00	0 No		.00		001-014-5057	5/12
<b>R.A.G.H.T.</b> 10005												
05032012	1	Inv	INSURANCE PREMIUMS		05/03/2012 05/29/2012	52,240.33	2 No		.00		099-0002524	5/12
<b>HUNSAKER, HEIDI</b> 21846												
3748	1	Inv	TRAINING		04/27/2012 06/13/2012	150.00	0 No		.00		001-031-5045	5/12
<b>MCCARTHY, MAEGAN</b> 21845												
3747	1	Inv	TRAINING		04/27/2012 05/29/2012	150.00	0 No		.00		001-031-5045	5/12
<b>FIELDS, MADISON</b> 21847												
3749	1	Inv	TRAINING		04/27/2012 05/29/2012	100.00	0 No		.00		001-031-5045	5/12
<b>QUALITY READY MIX-CEMEX</b> 9955												
9423694744	1	Inv	CON CRETE		05/07/2012 05/29/2012	5,194.85	8 No	05/22/2012	47.66		001-031-5026	5/12
9423694746	1	Inv	CONCRETE		05/09/2012 05/29/2012	4,915.56	8 No	05/24/2012	45.10		007-087-5026	5/12
Total 9955						10,110.41						
<b>PRINT PLACE</b> 9800												
32395	1	Inv	PRINTING		05/01/2012 06/13/2012	325.90	0 No		.00		001-050-5046	5/12
<b>UNIVERSAL POLICE SUPPLY CO.</b> 12400												
126246	1	Inv	UNIFORMS		04/20/2012 06/13/2012	713.10	2 No		.00		001-050-5023	5/12
<b>JACK'S MUSTANG</b> 10250												
19799	1	Inv	PROPANE		05/11/2012 06/13/2012	24.22	0 No		.00		002-090-5027	5/12
<b>QUALITY READY MIX-CEMEX</b> 9955												
9423694745	1	Inv	CONCRETE		05/08/2012 05/29/2012	2,457.78	8 No	05/23/2012	22.55		007-087-5026	5/12
<b>RDO EQUIPMENT CO</b> 10080												
0509*2012	1	Inv	PARTS		05/09/2012 06/13/2012	1,475.86	2 No		.00		007-087-5024	5/12
<b>TARGET SPEC. PRODUCTS</b> 11650												
1474099	1	Inv	CHEMICALS		05/03/2012 06/13/2012	1,189.29	0 No		.00		001-005-5026	5/12

Invoice No	Seq	Vendor Name Type	Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
PRINT PLACE												
82639	1	Inv	PRINTING	9800	05/07/2012	52.85	0		.00			5/12
					06/13/2012		No			001-014-5057		
QUILL OFFICE PRODUCTS												
2906266	1	Inv	SUPPLIES	9990	05/02/2012	111.57	0		.00			5/12
					06/13/2012		No			007-087-5021		
LEWUS ELECTRIC CO., INC.												
6058	1	Inv	PARTS	21827	05/09/2012	427.82	0		.00			5/12
					06/13/2012		No			002-091-5026		
UNIQUE MANAGEMENT SERVICES INC												
222121	1	Inv	COLLECTIONS	21441	05/01/2012	71.60	0		.00			5/12
					06/13/2012		No			001-000-4720		
Total 5/29/2012						<u>70,200.73</u>						

05/29/2012 GL Period Summary

GL Period	Amount
5/12	70,200.73
	<u>70,200.73</u>

Invoice No	Seq	Vendor Name Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>5/31/2012</b>											
ARIZONA PUBLIC SERVICE			21025								
56	1	Inv	STREETLIGHT AGREEME	06/01/2012	566.46	0		.00			5/12 Y
				06/01/2012		No			007-087-5048		
56	2	Adj		06/01/2012	1.65	0		.00			5/12
				06/01/2012		No			007-087-5047		
Total 56					564.81						
Total 21025					564.81						
U.S. POSTMASTER			21221								
38	1	Inv	UTILTIY BILLING	06/01/2012	200.00	0		.00			5/12 Y
				06/01/2012		No			002-090-5042		
38	2	Inv	UTILITY BILLING	06/01/2012	200.00	0		.00			5/12 Y
				06/01/2012		No			002-091-5042		
38	3	Inv	UTILITY BILLING	06/01/2012	200.00	0		.00			5/12 Y
				06/01/2012		No			002-092-5042		
Total 38					600.00						
Total 21221					600.00						
YESCO			21716								
9	1	Inv	MAINTENANCE	06/01/2012	265.00	0		.00			5/12 Y
				06/01/2012		No			001-014-5057		
QUALITY READY MIX-CEMEX			9955								
9423762475	1	Inv	CONCRETE	05/16/2012	11,433.90	8	05/31/2012	104.80			5/12
				05/29/2012		No			007-087-5026		
9423820552	1	Inv	CONCRETE	05/24/2012	903.23	8	06/08/2012	8.29			5/12
				05/29/2012		No			007-087-5026		
9423820551	1	Inv	CONCRETE	05/23/2012	11,060.01	8	06/07/2012	101.47			5/12
				05/29/2012		No			007-087-5026		
Total 9955					23,397.14						
ADVANCED INFOR SYSTEMS			21240								
9441	1	Inv	UTILITY BILLING	04/30/2012	166.33	0		.00			5/12
				05/29/2012		No			002-090-5042		
9441	2	Inv	UTILITY BILLING	04/30/2012	166.33	0		.00			5/12
				05/29/2012		No			002-091-5042		
9441	3	Inv	UTILITY BILLING	04/30/2012	166.33	0		.00			5/12
				05/29/2012		No			002-092-5042		
Total 9441					498.99						
Total 21240					498.99						
QUALITY READY MIX-CEMEX			9955								
9423774469	1	Inv	CONCRETE	05/22/2012	893.73	8	06/06/2012	8.20			5/12
				05/29/2012		No			007-087-5026		
LAMM, KENNETH			21848								
05212012	1	Inv	UTILITY DEPOSIT	05/21/2012	150.00	0		.00			5/12

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
			05/29/2012		No				002-0002520	
SUN RIDGE SYSTEMS INC.		11447								
2785	1 Inv	SUPPORT SERVICES	05/16/2012	4,845.00	2		.00			5/12
			06/13/2012		No			001-050-5047		
QUILL OFFICE PRODUCTS		9990								
3108013	1 Inv	SUPPLIES	05/18/2012	56.52	0		.00			5/12
			05/30/2012		No			001-060-5021		
LEWUS ELECTRIC CO., INC.		21827								
6081	1 Inv	PARTS	05/30/2012	235.60	0		.00			5/12
			06/13/2012		No			002-092-5026		
6074	1 Inv	PUMP	05/23/2012	1,962.20	0		.00			5/12
			06/13/2012		No			002-092-5026		
Total 21827				2,197.80						
QUALITY READY MIX-CEMEX		9955								
9423762476	1 Inv	CONCRETE	05/21/2012	14,579.10	8	06/05/2012	133.75			5/12
			05/29/2012		No			007-087-5026		
BARNES DISTRIBUTION		21834								
4393087001	1 Inv	SUPPLIES	05/04/2012	258.31	0		.00			5/12
			06/13/2012		No			001-085-5026		
O'REILLY AUTO PARTS		21622								
2652-171019	1 Inv	PARTS	05/11/2012	8.70	0		.00			5/12
			06/13/2012		No			001-031-5024		
2652-171551	1 Inv	PARTS	05/15/2012	2.52	0		.00			5/12
			06/13/2012		No			001-031-5024		
Total 21622				11.22						
LESLIE'S POOLMART		21849								
04162012	1 Inv	DIVING BOARD	04/16/2012	4,920.69	0		.00			5/12
			05/31/2012		No			001-031-5026		
ADVANCED INFOR SYSTEMS		21240								
9495	1 Inv	UTILITY BILLING	05/22/2012	60.92	0		.00			5/12
			05/29/2012		No			002-091-5042		
9495	2 Inv	UTILITY BILLING	05/22/2012	60.92	0		.00			5/12
			05/29/2012		No			002-090-5042		
9495	3 Inv	UTILITY BILLING	05/22/2012	60.92	0		.00			5/12
			05/29/2012		No			002-092-5042		
Total 9495				182.76						
Total 21240				182.76						
PASCHAL ELECTRIC		20969								
05292012	1 Inv	SERVICE LIGHTS	05/29/2012	137.00	0		.00			5/12
			05/29/2012		No			002-092-5041		
COPIER PROGRAM DIVISION		21479								

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
31800161-32	1	Inv	COPIER LEASE		03/28/2012 05/29/2012	346.82	0 No		.00		5/12 001-004-5047	
R&R PRODUCTS				10030								
CD1559262	1	Inv	SUPPLIES		05/14/2012 06/13/2012	167.47	0 No		.00		5/12 001-040-5026	
ALBERT HOLLER & ASSOCIATES				21271								
04302012	1	Inv	AUDITING SERVICES		04/30/2012 05/30/2012	2,000.00	0 No		.00		5/12 001-004-5041	
QUILL OFFICE PRODUCTS				9990								
3201511	1	Inv	SUPPLIES		05/16/2012 06/13/2012	56.52	0 No		.00		5/12 001-060-5021	
EWING				20265								
4769093	1	Inv	SUPPLIES		05/16/2012 06/13/2012	296.07	5 No		.00		5/12 001-031-5026	
JOHNSON, SIERRA				21850								
3750	1	Inv	TRAINING		04/27/2012 06/13/2012	100.00	0 No		.00		5/12 001-031-5045	
DURAN, JODI				21851								
05262012	1	Inv	REFUND CLEANING DEPC		05/26/2012 05/31/2012	25.00	0 No		.00		5/12 001-000-4732	
QUALITY READY MIX-CEMEX				9955								
9423734520	1	Inv	CONCRETE		05/14/2012 05/30/2012	11,953.74	8 No	05/29/2012	109.66		5/12 007-087-5026	
SAM'S CLUB 6604				10530								
1175023088	1	Inv	SUPPLIES		05/10/2012 05/31/2012	289.18	0 No		.00		5/12 001-031-5026	
QUALITY READY MIX-CEMEX				9955								
9423762474	1	Inv	CONCRETE		05/15/2012 05/31/2012	3,574.95	8 No	05/30/2012	32.80		5/12 007-087-5026	
RDO EQUIPMENT CO				10080								
E00643	1	Inv	BACKHOE		05/04/2012 05/30/2012	83,540.13	2 No		.00		5/12 007-087-5011	
O'REILLY AUTO PARTS				21622								
2652-171913	1	Inv	PARTS		05/17/2012 06/13/2012	29.07	0 No		.00		5/12 001-085-5026	
2652-171878	1	Inv	PARTS		05/17/2012 06/13/2012	27.15	0 No		.00		5/12 002-091-5024	
2652-171889	1	Inv	PARTS		05/17/2012 06/13/2012	13.20	0 No		.00		5/12 001-050-5024	
2652-171939	1	Inv	PARTS		05/17/2012 06/13/2012	1.85	0 No		.00		5/12 001-084-5024	
2652-171943	1	Inv	PARTS		05/17/2012 06/13/2012	12.10	0 No		.00		5/12 002-091-5024	
2652-172020	1	Inv	PARTS		05/18/2012	31.14	0		.00		5/12	

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
2652-172036	1	Inv	PARTS		06/13/2012 05/18/2012	18.71	No 0		.00	007-087-5024		5/12
2652-172442	1	Inv	PARTS		06/13/2012 05/21/2012	6.59	No 0		.00	007-087-5024		5/12
					06/13/2012		No			001-085-5024		
Total 21622						139.81						
AVESIS THIRD PARTY ADMIN INC 21412												
05252012	1	Inv	INSURANCE PREMIUM		05/25/2012 05/30/2012	459.43	0 No		.00		099-0002524	5/12
MAY2012	1	Inv	INSURANCE PREMIUM		05/25/2012 05/30/2012	444.04	0 No		.00		099-0002524	5/12
Total 21412						903.47						
BOWMAN, SHEM 21852												
04192012	1	Inv	TRAINING		04/19/2012 05/31/2012	90.00	0 No		.00		001-031-5045	5/12
O'REILLY AUTO PARTS 21622												
2652-172796	1	Inv	PARTS		05/23/2012 06/13/2012	27.15	0 No		.00		002-092-5026	5/12
2652-170048	1	Inv	PARTS		05/03/2012 06/13/2012	5.49	0 No		.00		001-050-5024	5/12
2652-172945	1	Inv	PARTS		05/24/2012 06/13/2012	45.82	0 No		.00		001-050-5024	5/12
Total 21622						78.46						
SPRINKLER WORLD 11200												
2819795.001	1	Inv	SUPPLIES		05/14/2012 06/13/2012	123.16	0 No		.00		001-031-5026	5/12
GALETON 21266												
1043795-00	1	Inv	GLOVES		05/25/2012 06/13/2012	165.67	0 No		.00		002-092-5026	5/12
SHUMWAY INS 10780												
LSM0397272	1	Inv	NOTARY BOND		05/08/2012 05/31/2012	50.00	0 No		.00		001-050-5043	5/12
QUILL OFFICE PRODUCTS 9990												
2845466	1	Inv	SUPPLIES		05/01/2012 06/13/2012	15.35	0 No		.00		001-050-5021	5/12
3400245	1	Inv	SUPPLIES		05/25/2012 06/13/2012	51.68	0 No		.00		001-040-5021	5/12
3400245	2	Inv	SUPPLIES		05/25/2012 06/13/2012	11.70	0 No		.00		002-091-5021	5/12
Total 3400245						63.38						
Total 9990						78.73						

NORTH COUNTRY HEALTHCARE 20979

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
852086	1	Inv	PROFESSIONAL FEES	05/08/2012 06/13/2012	80.00	0 No		.00		002-092-5041	5/12
THE SIGN MAN			10603								
10,799-TRA	1	Inv	SIGNAGE	04/30/2012 06/13/2012	1,499.69	2 No		.00		007-087-5026	5/12
CELLEBRITE			21531								
109245	1	Inv	SUPPORT	05/14/2012 06/13/2012	999.00	0 No		.00		001-050-5071	5/12
OLSON, EVERETT			21242								
04092012	1	Inv	MEALS	04/09/2012 05/31/2012	22.45	0 No		.00		001-050-5045	5/12
WELLS FARGO REMITTANCE CENTER			20946								
05032012	1	Inv	TRAVEL	05/03/2012 05/31/2012	713.19	0 No		.00		001-060-5045	5/12
05032012	2	Inv	WEIGHTS	05/03/2012 05/31/2012	998.64	0 No		.00		001-031-5022	5/12
05032012	3	Inv	VACUUM	05/03/2012 05/31/2012	347.99	0 No		.00		001-020-5071	5/12
05032012	4	Inv	SUPPLIES	05/03/2012 05/31/2012	209.04	0 No		.00		001-031-5026	5/12
05032012	5	Inv	BOOKS	05/03/2012 05/31/2012	9.81	0 No		.00		001-020-5026	5/12
05032012	6	Inv	GLASS	05/03/2012 05/31/2012	103.65	0 No		.00		001-014-5052	5/12
05032012	7	Inv	SUPPLIES	05/03/2012 05/31/2012	38.92	0 No		.00		001-050-5026	5/12
Total 05032012					2,421.24						
Total 20946					2,421.24						
Total 5/31/2012					162,446.59						

05/31/2012 GL Period Summary

GL Period	Amount
5/12	162,446.59
	<u>162,446.59</u>

Invoice No	Seq	Vendor Name Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>6/1/2012</b>											
<b>CRUMP, LEAH J.</b> 21853											
144003	1	Inv	REFUND DEPOSIT	05/19/2012 06/01/2013	66.22	0 No		.00		002-0002520	6/12
<b>QUALITY READY MIX-CEMEX</b> 9955											
9423828380	1	Inv	CONCRETE	05/30/2012 06/01/2012	12,847.48	8 No	06/14/2012	117.86		007-087-5026	6/12
<b>WELDING SERVICES &amp; SUPPLY</b> 12815											
15907	1	Inv	SUPPLIES	05/31/2012 06/13/2012	87.12	2 No		.00		002-090-5024	6/12
<b>TATE'S AUTO CENTER</b> 11670											
69133	1	Inv	PARTS	05/17/2012 06/13/2012	546.27	0 No		.00		001-050-5024	6/12
<b>O'REILLY AUTO PARTS</b> 21622											
2652-170561	1	Inv	PARTS	05/07/2012 06/13/2012	38.92	0 No		.00		001-031-5024	6/12
2652-170667	1	Inv	PARTS	05/08/2012 06/13/2012	131.65	0 No		.00		002-091-5024	6/12
2652-170545	1	Inv	PARTS	05/07/2012 06/13/2012	44.45	0 No		.00		002-091-5024	6/12
2652-170841	1	Inv	PARTS	05/09/2012 06/13/2012	143.60	0 No		.00		002-091-5024	6/12
2652-170854	1	Inv	PARTS	05/09/2012 06/13/2012	35.54	0 No		.00		002-091-5024	6/12
2652-170916	1	Inv	PARTS	05/10/2012 06/13/2012	27.71	0 No		.00		007-087-5024	6/12
Total 21622					332.97						
<b>JIMENEZ, BREZHELL A</b> 21394											
05032012	1	Inv	WATER DEPOSIT REFUND	05/03/2012 06/01/2012	8.25	0 No		.00		002-0002520	6/12
<b>WELDING SERVICES &amp; SUPPLY</b> 12815											
15782	1	Inv	SUPPLIES	05/01/2012 06/13/2012	56.48	2 No		.00		001-031-5024	6/12
<b>EWING</b> 20265											
4659781	1	Inv	GRASS SEED	04/26/2012 06/13/2012	386.11	5 No		.00		001-040-5026	6/12
<b>BUCKET OF BLOOD RE-ENACTORS</b> 21652											
051692012	1	Inv	WILD WEST DAYS	05/16/2012 06/13/2012	250.00	0 No		.00		001-014-5057	6/12
<b>QUILL OFFICE PRODUCTS</b> 9990											
2810162	1	Inv	SUPPLIES	04/27/2012 06/13/2012	43.89	0 No		.00		001-050-5021	6/12
2810162	2	Inv	SUPPLIES	04/27/2012 06/13/2012	21.42	0 No		.00		001-005-5021	6/12

Invoice No	Seq	Vendor Name Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
Total 2810162					65.31						
Total 9990					65.31						
GULF-ARIZONA PACKAGING CORP.			21249								
0086151-IN	1	Inv	PARTS	05/01/2012	548.75	0		.00			6/12
				06/13/2012		No			002-090-5024		
LIFELINE POOLS			21854								
00000009	1	Inv	REPAIRS	05/16/2012	2,001.15	0		.00			6/12
				06/13/2012		No			001-031-5052		
Total 6/1/2012					17,196.11						

06/01/2012 GL Period Summary

GL Period	Amount
6/12	17,196.11
	17,196.11

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
<b>6/4/2012</b>											
<b>PRO-BUILD</b>											
648888	1	Inv	21374 SUPPLIES	05/02/2012 06/13/2012	24.48	0 No		.00	007-087-5026		6/12
<b>TRIPLE PLAY</b>											
07072012	1	Inv	21855 WILD WEST DAYS	05/25/2012 06/13/2012	500.00	0 No		.00	001-014-5057		6/12
<b>GAMMA, ALISA JEANNETTE</b>											
138702	1	Inv	21856 REFUND DEPOSIT	05/29/2012 06/04/2012	8.52	0 No		.00	002-0002520		6/12
<b>COPIER PROGRAM DIVISION</b>											
31800161-34	1	Inv	21479 COPIER LEASE	05/31/2012 06/13/2012	346.82	0 No		.00	001-004-5047		6/12
<b>US POSTAL SERVICE</b>											
2012-366	1	Inv	12490 BOX RENT	06/04/2012 06/13/2012	64.00	0 No		.00	001-098-5042		6/12
<b>MAVERICK MAGAZINE</b>											
100785	1	Inv	21747 ADVERTISING	05/03/2012 06/13/2012	100.00	0 No		.00	001-014-5057		6/12
<b>QUILL OFFICE PRODUCTS</b>											
3108013-B	1	Inv	9990 SUPPLIES	05/11/2012 06/13/2012	56.52	0 No		.00	001-060-5021		6/12
3108013-B	2	Inv	SUPPLIES	05/11/2012 06/13/2012	10.97	0 No		.00	001-004-5021		6/12
Total 3108013-B					67.49						
Total 9990					67.49						
<b>AMRRP</b>											
13012822	1	Inv	21086 INSURANCE DEDUCTIBLE	05/02/2012 06/13/2012	911.63	0 No		.00	007-087-5051		6/12
<b>MC6 A CAPPELLA</b>											
120707	1	Inv	21857 WILD WEST DAYS	05/04/2012 06/13/2012	625.00	0 No		.00	001-014-5057		6/12
<b>STANDARD ELECTRIC</b>											
25043	1	Inv	11270 SUPPLIES	04/30/2012 06/13/2012	271.39	0 No		.00	001-031-5026		6/12
<b>USA BLUE BOOK</b>											
671163	1	Inv	12482 FLOATS	05/16/2012 06/13/2012	334.36	1 No		.00	002-092-5026		6/12
<b>LIBRAMATION</b>											
2654	1	Inv	21768 MEDIA BANK	05/22/2012 06/13/2012	36,798.00	0 No		.00	027-020-5071		6/12

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
			O'REILLY AUTO PARTS	21622								
2652-172722	1	Inv	PARTS		05/23/2012	3.50	0		.00			6/12
					06/13/2012		No			001-031-5024		
2652-172711	1	Inv	PARTS		05/23/2012	26.40	0		.00			6/12
					06/13/2012		No			001-031-5024		
2652-172719	1	Inv	PARTS		05/23/2012	84.59	0		.00			6/12
					06/13/2012		No			007-087-5024		
2652-173250	1	Inv	PARTS		05/26/2012	36.09	0		.00			6/12
					06/13/2012		No			001-085-5024		
Total 21622						150.58						
			QUILL OFFICE PRODUCTS	9990								
2962340	1	Inv	SUPPLIES		05/04/2012	13.19	0		.00			6/12
					06/13/2012		No			001-004-5021		
2962340	2	Inv	SUPPLIES		05/04/2012	147.62	0		.00			6/12
					06/13/2012		No			001-050-5021		
Total 2962340						160.81						
Total 9990						160.81						
			USA BLUE BOOK	12482								
676107	1	Inv	LOCATOR		05/22/2012	456.10	1		.00			6/12
					06/11/2012		No			002-091-5071		
676107	2	Inv	LOCATOR		05/22/2012	456.10	1		.00			6/12
					06/11/2012		No			002-092-5071		
Total 676107						912.20						
Total 12482						912.20						
			U.S. BANK TRUST / CORP TRUST	12291								
05292012	1	Inv	2001A BOND PAYMENT		05/29/2012	322,067.17	3		.00			6/12
					06/13/2012		No			002-292-5084		
			AGS PUBLISHING	21185								
5345	1	Inv	ADVERTISING		04/23/2012	310.00	0		.00			6/12
					06/13/2012		No			001-040-5044		
			GHD INC.	21523								
8309544	1	Inv	ENGINEERING SERVICES		05/25/2012	1,980.00	0		.00			6/12
					06/13/2012		Yes			002-191-5072		
			HOLBROOK FIRST STEP	21380								
05312012	1	Inv	PROFESSIONAL SERVICE		05/31/2012	101.25	0		.00			6/12
					06/13/2012		No			001-014-5057		
Total 6/4/2012						365,733.70						

06/04/2012 GL Period Summary

R Column: Y = Recurring Payment

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<u>GL Period</u>	<u>Amount</u>
6/12	365,733.70
	<u>365,733.70</u>

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>6/5/2012</b>												
SMARTWORKSPPLUS, INC.			21532									
18	1	Inv	CONTRACT SERVICES		05/15/2012	.00	0		.00			6/12 Y
					05/15/2012		No			002-091-5049		
18	2	Inv	CONTRACT SERVICES		05/15/2012	2,537.98	0		.00			6/12 Y
					05/15/2012		No			001-050-5049		
18	3	Inv	CONTRACT SERVICES		05/15/2012	3,001.90	0		.00			6/12 Y
					05/15/2012		No			001-040-5049		
18	4	Inv	COTNRACT SERVICES		05/15/2012	2,719.72	0		.00			6/12 Y
					05/15/2012		No			001-005-5049		
Total 18						8,259.60						
Total 21532						8,259.60						
SPILLMAN TECHNOLOGIES			21656									
23838	1	Inv	SOFTWARE		05/22/2012	8,410.00	0		.00			6/12
					06/13/2012		No			001-050-5049		
GHD INC.			21523									
8309519	1	Inv	ENGINEERING SERVICES		05/25/2012	11,094.37	0		.00			6/12
					06/13/2012		Yes			027-050-5078		
SHUMWAY INS			10780									
05312012	1	Inv	INSURANCE		05/31/2012	1,995.00	0		.00			6/12
					06/13/2012		No			001-093-5051		
SAM'S CLUB 6604			10530									
1174564479	1	Inv	SUPPLIES		05/07/2012	40.42	0		.00			6/12
					06/13/2012		No			001-004-5021		
1174779986	1	Inv	SPRAYERS		05/07/2012	976.32	0		.00			6/12
					06/13/2012		No			001-005-5060		
Total 10530						1,016.74						
EWING			20265									
4546406	1	Inv	PARTS		04/03/2012	1,901.95	5		.00			6/12
					06/13/2012		No			001-031-5026		
PRECISION COMPUTING INTELL.			9758									
1-063560	1	Inv	REPAIRS		03/16/2012	4,065.33	1		.00			6/12
					06/13/2012		No			002-092-5026		
SERRATO, NICOLE MICHELLE			21860									
299604	1	Inv	DEPOSIT REFUND		05/11/2012	42.24	0		.00			6/12
					06/06/2012		No			002-0002520		
Total 6/5/2012						36,785.23						

06/05/2012 GL Period Summary

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<u>GL Period</u>	<u>Amount</u>
6/12	36,785.23
	<u>36,785.23</u>

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>6/6/2012</b>												
HOLBROOK VETERINARY CLINIC			20796									
7718	1	Inv	VET SERVICES		06/05/2012	90.00	0		.00			6/12
					06/06/2012		No			001-050-5049		
7117	1	Inv	VET SERVICES		06/05/2012	48.00	0		.00			6/12
					06/06/2012		No			001-050-5049		
Total 20796						138.00						
STANDARD ELECTRIC			11270									
25552	1	Inv	SUPPLIES		06/05/2012	2,551.51	0		.00			6/12
					06/13/2012		No			002-191-5072		
SAM'S CLUB 6604			10530									
1147443904	1	Inv	SPRAYERS		04/27/2012	488.16	0		.00			6/12
					06/06/2012		No			001-005-5060		
05112012	1	Inv	SUPPLIES		05/11/2012	35.00	0		.00			6/12
					06/06/2012		No			001-004-5021		
05112012	2	Inv	SUPPLIES		05/11/2012	35.00	0		.00			6/12
					06/06/2012		No			001-020-5021		
05112012	3	Inv	SUPPLIES		05/11/2012	35.00	0		.00			6/12
					06/06/2012		No			001-050-5021		
05112012	4	Inv	SUPPLIES		05/11/2012	70.00	0		.00			6/12
					06/06/2012		No			001-031-5026		
Total 05112012						175.00						
Total 10530						663.16						
SIOUX VALLEY ENVIRONMENTAL			20264									
8291	1	Inv	SVENFLOC		05/25/2012	2,253.00	0		.00			6/12
					06/13/2012		No			002-092-5026		
USA BLUE BOOK			12482									
19074,669198	1	Inv	SUPPLIES		05/14/2012	179.33	1		.00			6/12
					06/13/2012		No			002-092-5026		
CANYON FLEET OUTFITTERS			21616									
19078	1	Inv	key		05/22/2012	4.19	0		.00			6/12
					06/13/2012		No			001-040-5026		
SAM'S CLUB 6604			10530									
1168828320	1	Inv	SUPPLIES		05/07/2012	60.00	0		.00			6/12
					06/06/2012		No			001-031-5026		
WELLS FARGO REMITTANCE CENTER			20946									
05032012B	1	Inv	TRAVEL		05/03/2012	35.40	0		.00			6/12
					06/06/2012		No			001-050-5045		
BURNS, CHAD J.			21861									
22526	1	Inv	REFUND FINES		05/31/2012	50.00	0		.00			6/12
					06/06/2012		No			001-000-4710		
O'REILLY AUTO PARTS			21622									
2652-173888	1	Inv	PARTS		05/31/2012	13.21	0		.00			6/12

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
2652-173564	1	Inv	PARTS		06/13/2012 05/29/2012	82.72	No 0		.00		001-031-5024	6/12
2652-173872	1	Inv	PARTS		06/13/2012 05/31/2012	96.88	No 0		.00		001-085-5026	6/12
2652-173565	1	Inv	PARTS		06/13/2012 05/29/2012	33.00	No 0		.00		001-031-5024	6/12
2652-173633	1	Inv	PARTS		06/13/2012 05/30/2012	74.82	No 0		.00		001-031-5024	6/12
2652-173640	1	Inv	PARTS		06/13/2012 05/30/2012	84.01	No 0		.00		007-087-5024	6/12
					06/13/2012		No				002-090-5024	
Total 21622						358.22						
SLADE, PRESTON ANDREW 21862												
195205	1	Inv	REFUND DEPOSIT		05/31/2012 06/06/2012	10.82	0 No		.00		002-0002520	6/12
JAGER, MICHAEL 21863												
2004.07	1	Inv	REFUND DEPOSIT		06/01/2012 06/06/2012	2.96	0 No		.00		002-0002520	6/12
MERITAIN HEALTH, INC. 21858												
06042012	1	Inv	HEALTH INSURANCE		06/04/2012 06/06/2012	53,986.62	0 No		.00		099-0002524	6/12
STANDARD ELECTRIC 11270												
25562	1	Inv	SUPPLIES		06/06/2012 06/13/2012	127.77	0 No		.00		002-092-5026	6/12
Total 6/6/2012						60,420.98						

06/06/2012 GL Period Summary

GL Period	Amount
6/12	60,420.98
	<u>60,420.98</u>
Grand Total:	<u>712,783.34</u>

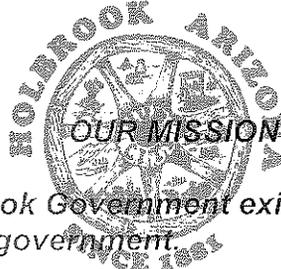
Report GL Period Summary

GL Period	Amount
5/12	232,647.32
6/12	480,136.02

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

MAY 22, 2012

6:00 P.M.

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

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

- 1) CALL TO ORDER:
- 2) ROLL CALL:
- 3) PLEDGE OF ALLEGIANCE/INVOCATION:
- 4) PUBLIC ANNOUNCEMENTS AND PRESENTATIONS (Please limit to 10 minutes).
- 5) CALL TO THE AUDIENCE:  
The City Council welcomes public comment at this time only for items listed on this Agenda. There is a five minute time limit per citizen.
- 6) CONSENT AGENDA  
None
- CLAIMS/PAYMENT APPROVAL FOR WALT'S HARDWARE: \$ 5,168.42
- 8) REPORTS:  
Mayor:  
Council Members:  
Manager:
- 9) OLD BUSINESS:

10) NEW BUSINESS:

- A. Resolution 12-05, adopting the Navajo County Multi-Hazard Mitigation Plan 2011.
- B. Ordinance 12-02, authorizing the lease of real property of the City of Holbrook, namely a portion of 109-37-006A (Old NPC Campus) to CIO Industries-1<sup>st</sup> reading.
- C. Discussion/possible action regarding renewal of lease agreement with Abbie Reidhead, DVM-Manager Alley.

11) EXECUTIVE SESSION:

- A. Per ARS 38-431.03(A) (3), the Council may adjourn into executive session for discussion or consultation or legal advice with the City Attorney for any item listed on the agenda.

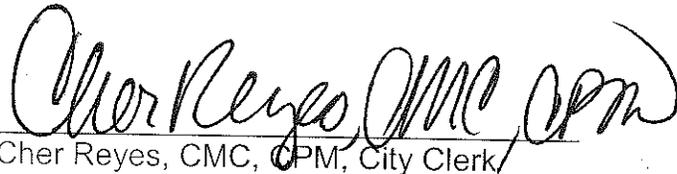
12) POST EXECUTIVE SESSION:

13) CALL TO THE AUDIENCE:

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

14) ADJOURNMENT:

Dated this 15<sup>th</sup> day of May 2012.



Cher Reyes, CMC, CPM, City Clerk

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

1  
2 MINUTES OF THE REGULAR MEETING OF THE  
3 HOLBROOK CITY COUNCIL HELD ON MAY 22, 2012  
4

5 CALL TO ORDER:  
6

7 Vice-Mayor Haussman called the meeting to order at 6:00 p.m.

8 ROLL CALL:

9 Vice-Mayor Charles Haussman, Councilmember's Wade Carlisle, Richard Peterson,  
10 Myron Maxwell, Bobby Tyler and Phil Cobb. Mayor Hill was absent and excused due to  
11 personal reasons.

12 PLEDGE OF ALLEGIANCE/INVOCATION:

13 Councilmember Cobb led the pledge of allegiance and Councilmember Tyler gave the  
14 invocation.

15 CITY STAFF:

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

18 CEREMONIALS/ANNOUNCEMENTS/PRESENTATION:

19 PETITIONS FROM THE PUBLIC:

20 CONSENT AGENDA

21 CLAIMS/PAYMENT APPROVAL FOR: Walt's Hardware:

22 Councilmember Carlisle recused himself from this item as he is the owner of Walt's Hardware.

23 Councilmember Cobb made a motion to approve the claims for Walt's Hardware in the  
24 amount of \$5,168.42. Councilmember Tyler seconded and the motion carried unanimously.

25 SUMMARY OF CURRENT EVENTS:

26 Mayor:

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Councilmember:

1. Councilmember Cobb reported that students from Hulet School would be conducting a community clean-up.
2. Councilmember Carlisle reported that he had researched the cost of the White Mountain Connector bus rides and currently riders are being charged \$30.00 per month. Councilmember Carlisle stated that after looking at the numbers, he does not feel that anyone needs to subsidize that large of an amount and believes that an added increase to riders should be put into place.

Manager's Report:

1. Manager Alley reported that the swimming pool is open.
2. Manager Alley reported that about 200 yards of concrete per week is being put into roads.
3. Manager Alley complimented the State for their recent work on Hopi Drive.
4. Manager Alley reported that the well house is being fenced and we are still waiting for ADEQ to turn the switch on.
5. Manager Alley reported that all crews are working on cleaning the cemetery for Memorial Day.

OLD BUSINESS:

NEW BUSINESS:

- A. Vice-Mayor Haussman presented Resolution 12-06 captioned as follows:

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**RESOLUTION NO. 12-05**

**A RESOLUTION OF THE HOLBROOK CITY COUNCIL ADOPTING THE  
NAVAJO COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN 2011**

Manager Alley asked that the Council approve Resolution 12-05, which will adopt the Navajo County Multi-Hazard Mitigation Plan 2011.

Manager Alley stated that the plan was written with all the cities in Navajo County and County involvement along with state and federal organizations. Manager Alley reported that many staff hours were spent revising this plan. Councilmember Cobb made a motion to adopt Resolution 12-05. Councilmember Carlisle seconded and the motion carried unanimously.

B. Vice-Mayor Haussman presented Ordinance 12-02 for its first reading captioned as follows:

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

Manager Alley explained that CIO Ministries in a religious group who would like to utilize the old NPC dorms for their missionary work. Manager Alley stated that they would like to use buildings B&C for residential and Building A as storage only. Manager Alley stated that the term of the lease would be three years at one dollar for each year. Manager Alley stated that the group would be responsible for repairs, maintenance and utilities. Councilmember Carlisle asked that Exhibit A be included with the second reading of the ordinance.

1 C. City Clerk Reyes stated that it is time for renewal of the Veterinary agreement  
2 with Dr. Reidhead. Ms. Reyes stated that the only change to the agreement is  
3 the fees which Dr. Reidhead will charge for neutering with an increase of \$10.00  
4 for each service. Councilmember Carlisle made a motion to approve the lease  
5 agreement for another three year term. Councilmember Cobb seconded and the  
6 motion carried unanimously Several Council Members voiced their appreciation  
7 for Dr. Reidhead and her work.

8 EXECUTIVE SESSION:

9 POST EXECUTIVE SESSION:

10 CALL TO THE AUDIENCE:

11 ADJOURNMENT:

12 There being no further business to come before the Council at this time, Vice-Mayor  
13 Haussman made a motion to adjourn. Councilmmber Cobb seconded and the meeting  
14 was adjourned at 6:21 p.m.

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 regular meeting of the Holbrook City Council held on the May 22, 2012. I further  
20 certify that the meeting was duly called and held and that a quorum was present.

21  
22 \_\_\_\_\_  
Cher Reyes, CMC, CPM, City Clerk  
23

**CITY OF HOLBROOK**

**INVOICE APPROVAL REPORT**

**BY GL NUMBER WALT'S  
HARDWARE**

05/17/2012 THRU 06/6/2012

**TOTAL**

**\$3675.19**

Report Criteria:  
 Invoice Vendor No = 9700

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
<b>5/31/2012</b>												
WALT'S HARDWARE			9700									
104419	1	Inv	JANITORIAL CONTRACT		05/30/2012	131.81	0		.00			5/12
					05/30/2012		No				001-031-5026	
Total 5/31/2012						131.81						

05/31/2012 GL Period Summary

GL Period	Amount
5/12	131.81
	131.81

Invoice No	Seq	Vendor Name Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>6/6/2012</b>											
05152012	1	Inv	SUPPLIES	05/15/2012 06/13/2012	50.16	0 No		.00		002-092-5026	6/12
05152012	2	Inv	SUPPLIES	05/15/2012 06/13/2012	37.73	0 No		.00		002-091-5026	6/12
05152012	3	Inv	SUPPLIES	05/15/2012 06/13/2012	55.83	0 No		.00		001-050-5026	6/12
05152012	4	Inv	SUPPLIES	05/15/2012 06/13/2012	6.53	0 No		.00		007-087-5026	6/12
05152012	5	Inv	SUPPLIES	05/15/2012 06/13/2012	83.18	0 No		.00		001-060-5026	6/12
05152012	6	Inv	SUPPLIES	05/15/2012 06/13/2012	320.63	0 No		.00		001-031-5024	6/12
Total 05152012					554.06						
05312012	1	Inv	SUPPLIES	05/31/2012 06/13/2012	1,005.55	0 No		.00		001-031-5026	6/12
05312012	2	Inv	SUPPLIES	05/31/2012 06/13/2012	102.14	0 No		.00		001-060-5026	6/12
05312012	3	Inv	SUPPLIES	05/31/2012 06/13/2012	47.03	0 No		.00		001-085-5026	6/12
05312012	4	Inv	SUPPLIES	05/31/2012 06/13/2012	9.20	0 No		.00		002-090-5026	6/12
05312012	5	Inv	SUPPLIES	05/31/2012 06/13/2012	7.30	0 No		.00		001-050-5026	6/12
05312012	6	Inv	SUPPLIES	05/31/2012 06/13/2012	22.84	0 No		.00		002-092-5026	6/12
05312012	7	Inv	SUPPLIES	05/31/2012 06/13/2012	79.46	0 No		.00		002-091-5026	6/12
05312012	8	Inv	SUPPLIES	05/31/2012 06/13/2012	121.12	0 No		.00		001-014-5026	6/12
05312012	9	Inv	SUPPLIES	05/31/2012 06/13/2012	10.54	0 No		.00		001-085-5052	6/12
05312012	10	Inv	SUPPLIES	05/31/2012 06/13/2012	31.68	0 No		.00		001-014-5026	6/12
05312012	11	Inv	SUPPLIES	05/31/2012 06/13/2012	9.89	0 No		.00		007-087-5026	6/12
05312012	12	Inv	SUPPLIES	05/31/2012 06/13/2012	344.87	0 No		.00		001-040-5026	6/12
Total 05312012					1,791.62						
103412	1	Inv	JANITORIAL CONTRACT	05/08/2012 06/06/2012	252.97	0 No		.00		001-085-5021	6/12
103412	2	Inv	SUPPLIES	05/08/2012 06/06/2012	94.47	0 No		.00		002-090-5021	6/12
103412	3	Inv	SUPPLIES	05/08/2012 06/06/2012	94.47	0 No		.00		002-091-5021	6/12
103412	4	Inv	SUPPLIES	05/08/2012 06/06/2012	94.47	0 No		.00		001-004-5021	6/12
103412	5	Inv	SUPPLIES	05/08/2012 06/06/2012	94.47	0 No		.00		001-020-5021	6/12
103412	6	Inv	SUPPLIES	05/08/2012 06/06/2012	94.47	0 No		.00		001-085-5021	6/12

Invoice No	Seq	Vendor Name Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
103412	7	Inv	SUPPLIES	05/08/2012 06/06/2012	94.47	0 No		.00		001-040-5021	6/12
103412	8	Inv	SUPPLIES	05/08/2012 06/06/2012	94.47	0 No		.00		001-031-5021	6/12
103412	9	Inv	SUPPLIES	05/08/2012 06/06/2012	94.47	0 No		.00		007-087-5021	6/12
103412	10	Inv	SUPPLIES	05/08/2012 06/06/2012	94.47	0 No		.00		001-014-5021	6/12
103412	11	Inv	SUPPLIES	05/08/2012 06/06/2012	94.50	0 No		.00		002-092-5021	6/12
Total 103412					1,197.70						
Total 9700					3,543.38						
Total 6/6/2012					3,543.38						

06/06/2012 GL Period Summary

GL Period	Amount
6/12	3,543.38
	<u>3,543.38</u>
Grand Total:	<u>3,675.19</u>

Report GL Period Summary

GL Period	Amount
5/12	131.81
6/12	3,543.38
	<u>3,675.19</u>

Vendor Number Hash: 38800  
 Vendor Number Hash - Split: 291000  
 Total Number of Invoices: 4  
 Total Number of Transactions: 30

TC	Terms Description	Invoice Amt	Discount Amt	Net Inv Amt
0	Open Terms	3,675.19	.00	3,675.19
		<u>3,675.19</u>	<u>.00</u>	<u>3,675.19</u>

ORDINANCE 12-02

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

Recitals:

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

WHEREAS, CIO Ministry's desirous of leasing the property for their business; and

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

ENACTMENTS

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

SECTION 1. The property more fully described in Exhibit A will be leased to CIO Ministry's pursuant to a separate agreement to be executed between the parties.

SECTION 2. The City Manager is authorized to sign all documents necessary to effectuate the lease between CIO Mininstry's and the City of Holbrook.

Passed and adopted by the Mayor and Council of the City of Holbrook, Arizona this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Jeff Hill, Mayor

ATTEST:

\_\_\_\_\_  
Cher Reyes, CMC, CPM, City Clerk

Approved as to Form:

\_\_\_\_\_  
Sterling T. Solomon, City Attorney

## EXHIBIT A

Real Property located at 999 Hermosa formerly known as the Eagle Heights Dormitory.

## LEASE

THIS BUILDING LEASE (this "Lease"), executed to be effective as of the 12th day of June 2012 (the "Effective Date"), is made and entered into by and between the CITY OF HOLBROOK, an Arizona municipal corporation ("Landlord"), and, CIO MINISTRY'S an individual ("Tenant") (each, a "Party" and, collectively, the "Parties").

### RECITALS:

A. Landlord is the fee owner of that certain improved real property in Holbrook, Arizona, being a portion of Navajo County Assessor's Parcel Number 109-37-006A (999 Hermosa, old NPC dorms), commonly known as (collectively, the "Premises").

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

### AGREEMENT:

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

1. TERM; RENEWAL. The term of this Lease (the "Term") shall commence on the Effective Date and shall terminate on June 12, 2016 (the "Expiration Date"). After the one year term, lease can be renewed in three year intervals with a thirty (30) day termination notice required by either party.

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

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

4. UTILITIES.

4.1 Tenant shall pay for all utilities.

5. MAINTENANCE, REPAIRS AND REPLACEMENTS.

5.1 Tenant's Obligation to Maintain. During the Term, Tenant, at Tenant's sole cost, shall keep and maintain the interior of B & C Building and exterior of A Building of the Premises in good condition and repair, normal wear and tear excepted. Tenant shall not cause any nuisance or cause or permit any waste or allow any trash to accumulate on or about the Premises. Tenant shall not use the A Building for habitation (farthest north building) but may use it for storage purposes.

5.2 Tenant's Obligation to Repair and Replace. During the Term, Tenant, at Tenant's sole cost, shall within a reasonable time make all necessary repairs and replacement of all non-structural elements on the Premises provided, however, that Tenant shall not be entitled to construct or attach any permanent fixtures, buildings, structures or other permanent improvements on the Premises without the prior written consent of Landlord, which consent may be given or withheld in Landlord's sole discretion.

6. INSURANCE.

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

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

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

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

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

9. NO ASSIGNMENT. Tenant shall not assign this Lease or assign or sublease any interest it may have hereunder, or sublet the Premises, or any portion thereof, without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion. If Landlord consents to any assignment, any such assignment shall not release Tenant hereunder and Tenant shall remain jointly and severally liable with any assignee, all of whom shall be required, in writing, to expressly assume Tenant's obligations hereunder. Consent to an assignment shall not be a waiver of Tenant's obligation to obtain Landlord's consent to any other assignment.

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

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

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

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

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

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

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

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

11.3 any and all remedies at law or in equity.

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

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

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

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

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

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

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

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

20. NOTICES. All notices, demands and communication of any kind which may be or are required to be given by either party to the other under the terms of this Lease shall be in writing and shall be deemed delivered upon receipt if delivered in person or by overnight delivery by a nationally recognized overnight courier service (e.g., FEDEX, UPS, DHL) or two (2) days after being deposited in the United States mail registered or certified, return receipt requested, postage prepaid, addressed as follows:

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

If to Tenant: CIO Ministry's

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

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

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

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

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

25. COMPLIANCE WITH IMMIGRATION LAWS. Tenant hereby warrants that Tenant, in connection with Tenant's Business, complies with: (i) all Federal Immigration laws and regulations that relate to Tenant's employees; and (ii) Arizona Revised Statutes § 23-214(A) concerning the e-verify program. Tenant acknowledges that, pursuant to Arizona Revised Statutes § 41-4401, a breach of the foregoing warranty is a material breach of this Lease subject to penalties up to and including termination of this Lease, and that Landlord retains the legal right to inspect the papers of any Tenant's employee who works on any of Tenant's obligations hereunder to ensure compliance with the foregoing warranty. Landlord will not consider Tenant or any of its subcontractors in material breach of the foregoing warranty if Tenant and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

**LANDLORD:**

CITY OF HOLBROOK

\_\_\_\_\_  
Ray Alley, Manager

ATTEST:

\_\_\_\_\_  
Cher Reyes, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Sterling Solomon  
City Attorney

**TENANT:**

\_\_\_\_\_

**CITY OF HOLBROOK**

**INVOICE APPROVAL REPORT**

**BY GL NUMBER WALT'S  
HARDWARE**

04/19/2012 THRU 05/16/2012

**TOTAL**

**\$5,168.42**

**HOLBROOK CITY COUNCIL**  
**AGENDA ITEM**

**ISSUE/ITEM:** Holbrook Energy Efficiency Community Block Grant

**DATE OF MEETING:** June 12, 2012

**ACTION REQUESTED:** Approve The Pump Company's bid proposal for Well #3 project

**BACKGROUND:** On February 7, 2012 the City working with APS and the Governor's office of Energy Policy tested Well #3 for efficiency. At that time the pump was tested to only be working at 20.3% efficient. The current Pump isn't very old so the casing might have leaks. Staff went out to bid and The Pump Company was the only vendor to bid. Included in his proposal is to camera the casing to see if there are any problems. If there are problems with the casing, we will get proposals and bring back to council.

City staff recommends approving The Pump Company's proposal as they are an APS solutions contractor and work with APS to maximize rebates.

The total cost of the Project is \$18,056.74 of which \$12,564.05 is remaining in EECBG funds. The APS rebate should pay for the difference in costs. The Project has an estimated ROI of 1 year.

**GENERAL PLAN:**

***IF A BID, LIST VENDORS BID SENT TO:***

**Budget Line:** 027-004-5001

**Funds Available:** \$12,564.05 in Grants Funds, \$5,492.69 in Water Funds

**Approvals (as required)** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***Attachments:***

THE PUMP COMPANY  
 327 N. 1ST STREET  
 BUCKEYE, ARIZONA 85326  
 OFFICE 623-327-1200  
 FAX 623-386-7776

# Estimate

Date	Estimate #
5/14/2012	1571

Name / Address
City of Holbrook

Project	Well 3
---------	--------

Item	Description	Qty	Cost	Total
LABOR	Mob and Demob to site	7.5	198.33333	1,487.50
LABOR	Labor to pull and set pump	1	2,000.00	2,000.00
LABOR	Video	1	1,000.00	1,000.00
PARTS	Berkeley 10T75-1200 1 stage b trim	1	2,108.03	2,108.03T
PARTS	8" Sub motor 75 hp 3ph 3600rpm Hitachi	1	8,294.81	8,294.81T
MISC.	MISC. PIPING & ELECTRICAL FITTINGS	1	1,134.20	1,134.20T
LABOR	Per diem	2	325.00	650.00
LABOR	Labor to deliver material to job site	4	135.00	540.00
<p>This quote is for the pump and motor to pull and set. If after the video is completed and there are bad pipe and wire or well issues this will be done on a change order basis.</p>				
			<b>Subtotal</b>	\$17,214.54
			<b>Sales Tax (7.3%)</b>	\$842.20
			<b>Total</b>	\$18,056.74

THE PUMP COMPANY

327 N. 1ST STREET  
 BUCKEYE, ARIZONA 85326  
 OFFICE 623-327-1200  
 FAX 623-386-7776

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<b>Subtotal</b>			\$17,214.54
<b>Sales Tax (7.3%)</b>			\$842.20
<b>Total</b>			\$18,056.74

# APS PUMP TEST PROGRAM

Confidential/Proprietary Information

June 29, 2011



Randy Sullivan  
City of Holbrook  
456 1st ave  
Holbrook Az 86028

**HYDRAULIC TEST RESULTS,** Plant: well 3  
Pump Type: Size, HP: 125  
Service Acct #: 4808S60288  
Meter #: D87722  
Test Performed by: Craig  
The Pump Company

In accordance with your request and as part of APS Pump Testing Program, an energy efficiency test was performed on your on 2/7/2011. If you have any questions regarding the results which are listed below, please contact Craig at (623) 327-1200

## Equipment

Pump: Serial #:  
Motor: Serial #:  
Lat/Long: ;

## Test Results

Discharge Pressure, PSI	55.00
Suction Head or Lift, ft	0.0
Standing Water Level, ft	8.0
Drawdown, ft	24.0
Discharge Head, ft	127.1
Pumping Water Level, ft	32.0
Total Head, ft	159.1
Capacity, GPM	556
GPM per foot Drawdown	23.2
Acre feet pumped in 24 hours	2.457
kW Input to Motor	82.00
HP Input to Motor	109.92
Motor Load (%)	80.9%
Measured Speed of pump, RPM	3,450
Customer Meter GPM	535
kWh per Acre Foot	801
Overall Plant Efficiency (%)	20.3%

Please visit the APS Solutions for Business Website  
[www.aps-solutionsforbusiness.com](http://www.aps-solutionsforbusiness.com)  
for more information on applying for pump testing and repair incentives.

Confidential/Proprietary Information

June 29, 2011



Randy Sullivan  
City of Holbrook  
456 1st ave  
Holbrook Az 86028

Dear Randy Sullivan

Enclosed are the results of the pump tests recently conducted by The Pump Company on behalf of the APS Pump Test Program. Based on the results from our pump test conducted on 2/7/2011, it was noted that some of your pumping units are not operating efficiently, viz., well 3. With a new pump, properly designed and installed, the estimated annual savings at the site would be upto kWh which translates to about \$ 18,721.56 in energy cost savings. Please refer to the second page of the pump test (Pumping Cost Analysis) for further details. In addition to the energy cost savings, performing this retrofit may also qualify you for an incentive of up to 22,881.91 from the APS Solutions for Business Program.

Continued regular pump testing keeps you aware of the water table and pump operating conditions. This also provides you with current information for pump redesign when necessary. Pumping cost reduction is a major benefit of regular pump testing. I'll be contacting you within the next week to verify that you have received the results and answer any questions you may have. If you have any questions in the meantime please feel free to contact me at (623) 327-1200 or via email at [craig@thepumpcompany.net](mailto:craig@thepumpcompany.net) or [westerndrilling1@aol.com](mailto:westerndrilling1@aol.com)

Prior to the installation of any pump efficiency improvements, and after you receive a replacement or upgrade quote from your pump service company, please contact APS Solutions for Business Program Manager at (602)-457-5003 to ensure that this project will pass the benefit/cost ratio test as required by the Arizona Corporation Commission.

Sincerely,

Craig  
P. O. BOX 5548  
Goodyear, Arizona - 85338  
Phone: (623) 327-1200  
(623) 327-0204 Fax



# Pump Test Form

The Pump Company

P.O.Box # 5548, Goodyear, AZ 85338

(623) 327-1200



## General Site Information

Name:	City of Holbrook	Test Date:	2/7/2011	Tester:	Craig
Address:	456 1st ave	City, State - Zip Code:	Holbrook Az 86028		
Site Contact:	Randy Sullivan	Office:	928-524-6225	Cell:	
Latitude:		Longitude:		Site name or Plant #:	well 3
Site address:	Same as above				
Service size:		Multi loads on meter:	No		

## Pump Information

Manufacturer:		Serial #:	
Pump Type:	--Select One--	Pipe Dia Size:	6.00 inches

## Motor Information

Manufacturer:		Serial #:	
H.P.:	125	Rated Volts:	460 V
Nameplate Efficiency:	92.0%	Rated Speed:	3,450 RPM
FL Current:	167.00 A		

Test Results	#1	#2	#3	Meter Information
Test Condition	Normal	Throttled-1	Throttled-2	APS Meter # D87722
Discharge Pressure (PSI)	55.00			Service Acct # 4808S60288
Airline/Suction Pr (PSI)	0.00			Annual Consumption (kWh) 281,280 kWh
Drawdown (ft)	24.0			Max Demand (kW) 104.00 kW
Pumping Water Level (ft)	32.0			Annual Electric Cost (\$) \$ 25,133.22
Measured GPM	556			
Customer Meter GPM	535			
Motor Speed, RPM	3,450			
Throttle Valve Position (%)	0%			
Line Voltage (A-B)	274.0			
Line Voltage (B-C)	276.0			
Line Voltage (A-C)	272.0			
Amps (A)	128.00			
Amps (B)	133.00			
Amps (C)	126.00			
Power Factor (A)	0.72			
Power Factor (B)	0.71			
Power Factor (C)	0.79			
Power, kW (A)	28.00			
Power, kW (B)	28.00			
Power, kW (C)	26.00			
kVAR (A)	0.00			
kVAR (B)	0.00			
kVAR (C)	0.00			
kVA (A)	41.00			
kVA (B)	42.00			
kVA (C)	41.00			

## Type of starter

Across the line		Soft Start		ARV		Mech com	
Variable freq. drive	No					Proposed OPE %	78.0%

## System Condition

Very Good		Good		Fair	x	Poor	
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## Comments


INTERGOVERNMENTAL AGREEMENT BETWEEN THE NAVAJO  
COUNTY SHERIFF'S OFFICE, THE CITIES OF HOLBROOK,  
SNOWFLAKE, SHOW LOW, TAYLOR, PINETOP-LAKESIDE AND  
WINSLOW AND THEIR RESPECTIVE POLICE DEPARTMENTS AND  
THE ARIZONA DEPARTMENT OF PUBLIC SAFETY

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Navajo County Sheriff's Office, the City of Holbrook and its Police Department, the City of Show Low and its Police Department, the City of Snowflake and the City of Taylor and their Police Departments, the City of Pinetop-Lakeside and its Police Department, the city of Winslow and its Police Department and the Arizona Department of public safety (hereinafter the "Team members").

WHEREAS, the Team members share mutual responsibilities for enforcing the laws of the State of Arizona within Navajo County; and

WHEREAS, the Team members share concern over the enforcement of the Arizona State laws relating to illegal drugs, gangs and violent crimes; and

WHEREAS, the Team members are desirous of establishing a cooperative effort to further the enforcement of the laws of the State of Arizona;

NOW THEREFORE, the parties agree as follows:

I. PURPOSE

1. This agreement shall formalize the Navajo County Major Crimes Apprehension Team and shall, together with any bylaws incorporated herein govern the cooperative efforts of the Team members in coordinating and enhancing the efforts of the members to enforce the laws of the State of Arizona, and specifically and especially the laws of the State of Arizona relating to illegal drugs, gangs and violent crimes.

II. AGREEMENTS

2. The Team members agree to abide by the bylaws of the Team which are incorporated into this agreement.

3. The Team members further agree to each endeavor to designate one officer or agent from each of their various departments or agencies as the "Team" officer. Each of the members agree that the office will devote his or her time to enforcement of Arizona State Laws relating to drug, gangs and violent crimes. Each member Department agrees to fully cooperate with the Team in coordinating and enhancing the enforcement of Arizona State Laws relating to illegal drug, gangs and violent crimes.

4. The Team members further agree to be responsible for the supervision, training, salary, benefits and all other responsibilities and duties relating to the employment of their respective Team Officers.

5. The Team members agree to be responsible for any and all insurance of whatever kind either required or by prudent Departmental practices relating to their Team officers or any property which has been transferred to any Team member which is intended to be on a permanent basis.
6. The Team members agree to indemnify from suit and hold harmless, and covenant not to sue the Team for any action, error, or omission on the part of the additional law enforcement officer to the extent permissible under the laws of the State of Arizona. The Team members further agree to vigorously defend any action brought against the Team, and agrees to inform the Team in writing of any action filed or any claim discovered against the Team, whether naming the Team or not. The Team members also agree to cooperate with any other Team member in defense of any action or liability that may accrue to that member as a result of its Team activities, provided that each member shall bear the costs of its own defense in any matter that relates to its Team activities.
7. The Team members agree that in the event the Team advances funds for the assistance of the member in maintaining a Team officer, the member will not use the funds provided by the Team to pay an officer previously hired unless the Team consents to the payment. The member may use the funds to pay an officer employed before the arrangement or agreement with the Team if the member also employs another law enforcement officer that it normally would not maintain without the assistance from the Team. The Department also agrees to maintain its force at levels sufficient to allow the Team officer designated by the department to spend his or her time in Team work.
8. The Team members agree that the member will designate an officer to represent the member in monthly meetings of the Team. The representatives from all the Team members and the Navajo County Attorney constitute the governing board of the Team. The representative from each Team member will be entitled to one vote at monthly meetings where a quorum is present. Monthly meetings and any other meetings shall be held and conducted as set forth in the bylaws or as amended pursuant to this Agreement.
9. The Team members agree that the bylaws of the association shall be the bylaws that shall be in effect upon adoption of this Agreement and approval by at least two governing bodies of any member of this Agreement. After adoption as stated immediately above, the bylaws may be amended by two thirds majority vote by Team members in attendance at any regular meeting where a quorum is present. The Team members agree to abide by the decisions of the governing board.
10. The Navajo County Sheriff is hereby designated as the Trustee of the Team, and all Team members agree that he or she shall hold title to all Team property as Trustee on behalf of the Team. The Team members further agree they will request forfeiture of all property subject to seizure through Team officer efforts to the Navajo County Sheriff. The Navajo County Sheriff agrees that any property forfeited as result of Team efforts will be held in Trust for the Team. Upon disposition, as ordered by the Team Governing Board, the proceeds or property shall be disposed of as set forth above.

### III. CONDITIONS PRECEDENT

11. This agreement shall be conditioned on the governing body of each of the agencies involved in approving this agreement. If any governing body does not approve this agreement, the agreement shall take effect as to those agencies or political subdivisions which do approve the agreement and not as to those which do not.

### IV. TERMINATION AND DURATION

12. This agreement may be terminated by the express written mutual consent of the parties. In any case, this agreement will terminate on June 30, 20\_\_ unless continued by mutual agreement of the parties in accordance with A.R.S. § 11-951.

13. Upon termination, any property acquired pursuant to the grant-funding agreement will be returned in accordance with that agreement. In accordance with that agreement, all property purchased with Team funds and delivered to Team members with the intent that the member become the owner of the property shall remain with the Team member. Any other property will be disposed of according to law and the direction of the governing board.

### V. INTEGRATION

14. This agreement constitutes the entire agreement between the parties, and any prior or contemporaneous written or oral agreements relating to an additional law enforcement officer are superseded by this agreement.

### VI. ACCOUNTING

15. The Team shall nominate one of the Team member's employees to be the Team recorder. The recorder shall not have any vote in Team meetings but shall attend at the governing boards direction and keep minutes of all meetings he or she attend. The Team recorder shall keep a record of all funds received by the Team and may be assisted in this duty by any Team member or Navajo County Governmental Administration. The governing board shall approve a budget on an annual basis and the fiscal year of the Board shall run from July 1, to June 30 of each year.

Authorized agent, City of Holbrook	Date
Authorized agent, Holbrook Police Department	Date
Authorized agent, City of Winslow	Date
Authorized agent, Winslow Police Department	Date
Authorized agent, City of Snowflake	Date
Authorized agent, City of Taylor	Date
Authorized agent, Snowflake/Taylor Police Department	Date
Authorized agent, City of Show Low	Date
Authorized agent, Show Low Police Department	Date
Authorized agent, City of Pinetop-Lakeside	Date
Authorized agent, Pinetop-Lakeside Police Department	Date
Authorized agent, Navajo County Sheriff	Date
Authorized agent, Department of Public Safety	Date

Pursuant to A.R.S. § 11-952(D), I certify that the foregoing agreement has been reviewed, is in proper form, and is within the powers and authority granted to the Navajo County Major Crime Apprehension Team.

BRAD W. CARLYON  
Navajo County Attorney

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By: Alisa A. Schiebler, Deputy County Attorney                      Date

State of Arizona



1033 Public Safety  
Procurement Program



Chief Donald B. Engler

Governor Jan Brewer

June 1st 2011

To: All agencies participating in the 1033 Program

From: Detective Matt Van Camp, State Coordinator

In the spring of 2009 Governor Jan Brewer appointed me as the State Coordinator for the 1033 program. Since that time Law Enforcement agencies in Arizona have obtained over \$22,000,000.00 in free new and used surplus property from the Department of Defense. This program has proven itself to benefit Law Enforcement agencies throughout the State of Arizona.

The Payson Police Department has been absorbing the cost of administering the program since 2009. In July of 2010 a \$250.00 yearly membership fee was instituted to offset the cost to the Payson Police Department. This payment is due on October 1st of the budget year.

The application form is required yearly and when any changes occur with the program in your agency. It can be found on the LESO web page.

<https://www.dispositionservices.dla.mil/rtd03/leso/>

Please send payment to: 1033 Public Safety Procurement Program C/O Payson Police Department  
303 N Beeline Hwy. Payson, AZ 85541. You can pay by credit card by contacting the finance department at 928-474-5242 X221.

Sincerely,

Detective Matt Van Camp  
Payson Police Department  
State of Arizona  
1033 State Coordinator  
303 N Beeline Hwy.  
Payson, AZ. 85541  
928-474-5177 X 251 Office  
928-474-4558 Fax  
[mvancamp@ci.payson.az.us](mailto:mvancamp@ci.payson.az.us)

# Arizona Public Safety Procurement Program

## ARIZONA STATE PLAN OF OPERATION: Memorandum of Agreement and Understanding Federal Excess Property 1033 Program

NAME OF LAW ENFORCEMENT AGENCY \_\_\_\_\_

### PURPOSE

The purpose of this State Plan of Operation: Memorandum of Agreement and Understanding (MOA/MOU) is to set forth the terms and conditions by which certified Arizona Law Enforcement Agencies (LEAs) may obtain excess Department of Defense (DOD) personal property under the federal 1033 Program through participation in the Arizona Public Safety Procurement Program (AZPSPP) and to promote the efficient and expeditious transfer of the property.

### AUTHORITY

The Secretary of Defense is authorized by 10 U.S.C. § 2576a (section 1033 of the fiscal year 1997 National Defense Authorization Act) to transfer to Federal and State Agencies personal property that is excess to the needs of the DOD and that the Secretary determines is suitable for use by agencies in law enforcement activities, with emphasis on counter drug/counterterrorism activities, under such terms prescribed by the Secretary. The Secretary has delegated the authority to determine whether property is suitable for use by agencies in law enforcement activities to the DOD Defense Logistics Agency (DLA).

### ORGANIZATIONAL AUTHORITY

The Governor of Arizona has designated Detective Matt Van Camp of the Payson Police Department as the State Coordinator to implement the federal excess property 1033 Program statewide through the AZPSPP.

### STAFFING AND FACILITY

The Arizona 1033 Coordinators, herein referred to as the State Coordinator and the designated State Points of Contact (SPOCs), have operational authority for the daily conduct, management, oversight and policies of the AZPSPP. This responsibility includes assuring that all program participants comply with applicable Federal and State laws and directives related to this program.

### TERMS AND CONDITIONS

- **Law Enforcement Agency (LEA) Eligibility Criteria:** In determining whether property is suitable for use by agencies in law enforcement activities, DLA Disposition Services (formerly known as the Defense Reutilization and Marketing Service (DRMS)) defines law enforcement activities as activities performed by government agencies whose primary function is the enforcement of applicable federal, state and local

laws and whose compensated law enforcement officers have powers of arrest and apprehension. The DOD, through DLA Disposition Services, has final authority to determine the type, quantity, and location of excess personal property suitable for use in law enforcement activities, if any, which will be transferred to the State. This MOA/MOU creates no entitlement for the LEA to receive DOD excess personal property. Property available under the 1033 Program is for the current use of authorized program participants; it will not be issued for speculative/possible future use. Property will not be obtained for the purpose of sale, lease, rent, exchange, barter, or to secure a loan, or to otherwise supplement normal LEA budgets. All requests for property will be based on bona fide law enforcement requirements. The requisitioning of property for the purpose of cannibalization is not normally authorized. Requests for exceptions to this policy must be submitted in writing first to the State Coordinator and then to DLA Disposition Services's Law Enforcement Support Office (LESO) for final determination and approval. Any transportation, repair, maintenance, insurance, disposal or other expenses associated with the excess property is the sole responsibility of the LEA.

- **Membership Fee:** The AZPSPP may institute a membership fee to cover administrative costs associated with managing the 1033 Program. The AZPSPP uses the DOD budget year of October 1 thru September 30 as its yearly cycle. Membership fees are due after October 1 of the current year. The AZPSPP currently has a \$250.00 per year membership fee.
- **How to Enroll in the State 1033 Program:** LEAs must request enrollment in the 1033 Program by completing the application available at: [www.drms.dla.mil/rtd03/leso/state.shtml](http://www.drms.dla.mil/rtd03/leso/state.shtml). The application should be submitted to the State Coordinator. Upon review and approval by the State Coordinator, the State Coordinator will forward the approved application to the LESO for final approval. With LESO's approval, the State Coordinator will provide the agency with a LEA screener's authorization memo (Authorization Letter for Property Screening and Receiving). Additionally, the AZPSPP will provide the LEA with an identification (ID) number so the LEA may screen and request property through the LEEDS automation system.

By signing this MOA/MOU and agreeing to accept excess property under this program, the LEA pledges that it agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

- a. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) as implemented by DOD regulations in 32 C.F.R. Part 195.
  - b. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) as implemented by Department of Health and Human Services regulations in 45 C.F.R. Part 90.
  - c. On the basis of disability, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 U.S.C. 794), as implemented by Department of Justice regulations in 28 C.F.R. Part 41 and DOD regulations at 32 C.F.R. Part 56.
- **LEA Screener Criteria:** LEA screeners may be full-time and/or part-time paid employees of the agency. Screeners may be sworn officers and/or non-sworn personnel assigned by the LEA to perform these duties. LEAs are allowed a maximum of four (4) screeners per agency. A maximum of two (2) of the authorized screeners may physically screen at any DLA Disposition Services location (DRMO) at one

time. NOTE: **The Weapons Point of Contact (POC) must be a paid, full-time sworn officer of the LEA.**

- **Identification/Acquisition of Property:** LEAs find needed property electronically through the DLA website: [www.drms.dla.mil/rtd03/leso/](http://www.drms.dla.mil/rtd03/leso/) or by physically visiting the nearest DRMO. Once property has been identified, LEAs submit an on-line request via the LEEDS system to the State Coordinator's Office.

The State Coordinator approves or disapproves the request. If the request is approved, it is forwarded electronically to the LESO and if approved by the LESO, it goes to Military Standard Requisitioning and Issue Procedures (MILSTRIP) for final approval. If the request receives final approval, the LEEDS system will show a ***Request approved by Milstrip***. The requesting LEA is responsible for checking the LEEDS system and contacting the issuing DRMO to arrange pick up or transportation of the approved item.

**IMPORTANT NOTE: LEAs have 14 days from the approval date to obtain the item screened from the DRMO and failure to obtain this item will result in the item going back into the system for re-issuance.**

- **Transportation of Property:** It is the responsibility of the LEA to transport requested property from the DRMOs. Additionally, transportation costs associated with the turn-in of property to a DRMO are the responsibility of the agency. DLA will not fund the transportation cost associated with property received under this program.
- **Storage of Property:** Arizona is not maintaining a small warehousing facility.
- **Utilization of Property:** Property received through the 1033 Program must be placed into use within **one year of receipt and utilized for a minimum of one year**, unless the condition renders it unusable. If property is not placed into use within 1 year of receipt, it must be transferred to another authorized agency, or returned to a DRMO. Property returns/turn-ins must be coordinated through the AZPSPP Office and LESO.
- **Distribution of Property:** LESO will approve property requests for any law enforcement activities with preferences given to counter drug/counterterrorism.
- **Security of Property:** It is the responsibility of the gaining LEA to safeguard all property received through the 1033 Program. Should any property become lost due to theft, destruction or unauthorized sale/disposal, the LEA must notify the State Coordinator within seven (7) working days after the incident. The State Coordinator will contact the LESO for additional guidance.
- **Accountability of Property:** Along with the State, each LEA must maintain records for all property acquired through the 1033 Program. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: form 657, 657A, 657T, 657D, 657TI, DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved Bureau of Alcohol, Tobacco and Firearms (ATF) Form 5/10, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1), and any pertinent paperwork issued through the LESO. The records maintained must also satisfy any and all pertinent requirements under Arizona statutes and regulations for the program and this property.

- **Title of Property:** The DOD has authorized the transfer and use of excess Federal property to Law Enforcement Agencies and as such reserves the right to recall any and all property issued through the 1033 Program. At the LEA's request, the DOD will provide a Form 97 (DOD certificate of Title) to be used by the LEA to comply with the LEA's state registration requirements. The LEA may title the property in its name as needed. All demilitarization (DEMIL) property may not be disposed of and must be returned to the DOD. Terminating the title to property returned to the DOD is the LEA's responsibility. All property that is not DEMIL property must have approval from the State Coordinator's Office for disposal if the property is on the LEA's inventory list. LEAs should contact the State Coordinator's Office for further clarification and direction.
- **Inactive File:** The LESO has a 5-year file retention policy. LESO will maintain active files for 2 years and inactive files for 3 years. After five years, the files are destroyed with the exception of DEMIL code B through Q property, sensitive items, DEMIL code A property with an acquisition value over \$20,000, and any other high dollar items.
- **State Compliance Reviews:** The AZPSPP will conduct periodic reviews of each LEA enrolled in the 1033 Program, including physical inventory/spot checks of property received and any related records. The purpose of the reviews is to ensure LEAs are in compliance with the Arizona State Plan of Operation. These reviews will be documented and a copy will be sent to the LEA. Additionally, a copy will be maintained by the AZPSPP office. A LEA found out of compliance with the terms or conditions of the State Plan of Operation will have thirty (30) days to correct the deficiencies. If the LEA fails to correct the problems, the AZPSPP Office or the LESO may suspend the LEA from the 1033 Program and may require the return of any and all equipment obtained under the Program.
- **Turn in of Property:** LEAs will coordinate all turn in requests through the State Coordinator's Office and must use a turn in request form. DEMIL code C, D, E, F, G & P property must be demilitarized and returned to a DRMO. Turn in requests can include property the LEA does not want to dispose of through its own agency procedure, property that can be re-used by another LEA, or property that the AZPSPP or LESO has directed the LEA to return to a DRMO. It is the responsibility of the LEA to contact a DRMO to arrange for the return of property. Once the LEA has contacted a DRMO and the DRMO has agreed to accept the property, the LEA will submit the turn in request form to the AZPSPP. The AZPSPP will approve the request and forward it to the LESO for the issuance of the turn in 1348. Once issued by the LESO, the turn in 1348 will be sent to the AZPSPP (who will forward it to the LEA) and a copy will be sent to the accepting DRMO. The LEA can then take the property back to the DRMO.

Once approved, LEAs have 30 days in which to return property. Once the documents have been signed off by the LEA and the DRMO accepting the property, copies must be sent to the AZPSPP.

- **Transfer of Property:** LEAs must coordinate, in writing, transfer of 1033 property through the State Coordinator using a transfer request form. The State Coordinator will request final approval from the LESO. Property may be transferred within Arizona or between other states as long as it is properly coordinated with the State Coordinator and LESO. If approved, the transfer request form will be sent to the State Coordinator and forwarded to the LEA transferring the equipment. **NOTE: No equipment is to be physically transferred between agencies until the transfer has been approved by the Arizona State Coordinator and LESO. Failure to comply with this directive could result in the suspension of the LEAs from the 1033 Program.**

- **Disposal of Property:** LEAs must request approval, in writing, using a disposal request form from the State Coordinator before disposing of any 1033 property. The State Coordinator will request final approval from the LESO. If approved, the disposal request form will be sent to the State Coordinator. DEMIL code A property and DEMIL code Q property with an Integrity code of 6 will automatically be removed from the LEA's inventory one year after acquisition. Property with DEMIL codes B through G or DEMIL code Q with an Integrity code of 3 must be transferred to an authorized agency or returned to a DRMO when no longer needed. Costs incurred for transfers, disposals or turn-ins will be borne by the State/LEA. If the LEA's policy allows for disposal of non DEMIL property by sale or auction, all funds generated by the sale of DOD acquired property will be restricted for the LEA's use only. DOD acquired property will be fully utilized by the LEA prior to disposal and no DOD property will be acquired to supplement the LEA's budget.
  - **DEMIL code A:** Does not require demilitarization and the LEA may dispose of the property after one year of possession.
  - **DEMIL code Q with Integrity code of 6:** *Will be treated like DEMIL code A.* Does not require demilitarization and the LEA may dispose of the property after one year of possession.
  - **DEMIL codes B through G and all DEMIL code Q with Integrity code of 3:** Requires demilitarization and must be returned to a DRMO. The State Coordinator must obtain the LESO's approval for equipment returns.
    - LESO will provide turn-in documentation (DD Form 1348-1A). With few exceptions, the State/LEA will be asked to coordinate the turn-in with a local DRMO. The State/LEA informs LESO which DRMO has agreed to accept the turn-in. LESO will then provide turn-in documentation to the accepting DRMO. Upon receipt of the turn-in documentation, the LEA must return the property to the specified DRMO. The DRMO personnel receiving the materials will sign the turn-in document and give the LEA a copy of the signed receipt paperwork. This receipt paperwork must be maintained in the LEA's files and a copy of the receipt must be forwarded to the State Coordinator. (See DOD 4160.21-M, Defense Material Disposition Manual; DOD 4160.21-M-1, Defense Demilitarization Manual; DRMS-I 4160.14, Volume VII for DEMIL rules.)
    - Before disposing of MLI/CCLI property, Federal and State agencies must consider the export control requirements as promulgated by the Department of State, Department of Commerce and the Treasury Department, as applicable. Disposal methods shall ensure that appropriate safeguard requirements are in place prior to disposal. These will include, but are not limited to:
      - Notification of export control requirements to the end-user; and
      - Exclusion of individuals, entities or countries who are:
        - Excluded from Federal programs by the General Services Administration (GSA);

- Delinquent on obligations to the U.S. Government or debarred or suspended from DOD contracts;
- Currently suspended for TSC violations; or
- Subject to denial, debarment or other sanctions under public law.

For more information regarding these items, view the following links:

<http://www.demil.osd.mil> Defense Demilitarization and Trade Security Controls Program

<http://www.dtic.mil/mct/> Military Critical Technologies List

<http://www.drms.dla.mil/drms/internal/demil/CriticalBuzzKeyPt.pdf>  
Critical Federal Supply Class (FSC) and Buzz words

<http://www.drms.dla.mil/drms/internal/demil/FSCAP.pdf> Flight Safety Critical Aircraft Parts (FSCAP)

- **Training:** AZPSPP staff will conduct training and familiarization for LEAs with guidance from the following websites:
  - ABCs of DEMIL: [www.dtic.mil/whs/directives/corres/html/416021m1.htm](http://www.dtic.mil/whs/directives/corres/html/416021m1.htm) (knowledge of demilitarization codes)
  - DLA operations: [www.dla.mil](http://www.dla.mil) (DLA handbook)
  - LESO operations: [www.drms.dla.mil/rtd03/leso/training.shtml](http://www.drms.dla.mil/rtd03/leso/training.shtml) (1033 Program/Automation training guides)
  - DLA Disposition Services operations: [www.drms.dla.mil](http://www.drms.dla.mil) (automation requisitioning process/procedures)

#### **THE STATE OF ARIZONA (AZPSPP) WILL:**

- Receive applications for participation in the 1033 Program from its law enforcement agencies and approve the applications with a signature. Once the approval process is complete and the agency is loaded in the DRMS automated requisitioning system, the State will provide enrolled LEAs with their LEA ID number so they may request materials on-line.
- Forward requests to LESO for excess property that is necessary to meet requirements for LEA efforts and ensure the recipient LEA is identified on all requisitions.
- Be responsible for the transfer and/or allocation of property to qualified LEAs.

- d. Ensure the LEAs agree to maintain, at no expense to the U.S. Government, adequate liability and property damage insurance coverage and workmen's compensation insurance to cover any claims.
- e. Control and maintain accurate records on all property obtained under the 1033 Program. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: form 657, 657A, 657T, 657D, 657TI, DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved Bureau of Alcohol, Tobacco and Firearms (ATF) Form 5/10, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1), and any pertinent paperwork issued through the LESO. The records maintained must also satisfy any and all pertinent requirements under Arizona statutes and regulations for the program and this property.
- f. Maintain active files for 2 years and inactive files for 3 years in accordance with LESO policy. After five years, the files will be destroyed with the exception of DEMIL code B through Q, sensitive items, DEMIL code A property an acquisition value over \$20,000, and any other high dollar items.
- g. Enter into agreements with LEAs to ensure they fully comply with the terms, conditions and limitations applicable to property transferred pursuant to the 1033 Program.
- h. Allow a maximum of two (2) screeners per LEA to physically screen at any DRMO (one primary and one alternate). The screeners must be named in a "letter of authorization" provided to the cognizant LESO, to be updated every other year, or as changes occur.
- i. Ensure that all environmentally regulated property is handled, stored and disposed of in accordance with applicable Federal, State and local environmental laws and regulations.
- j. Ensure that all weapons are registered with the U.S. Treasury Department's Bureau of Alcohol, Tobacco and Firearms and the U. S. Army Tank Automotive and Armaments Command. Recipients must comply with all applicable firearms laws and regulations. The LEA will provide a weapon's POC on its data sheet.
- k. Identify to LESO each request for property that will be used in counter drug/counterterrorism activities.
- l. Ensure LEAs are aware of their responsibilities in accordance with the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7). **Reference:** ([www.whitehouse.gov/omb/circulars/a133/a133.html](http://www.whitehouse.gov/omb/circulars/a133/a133.html))
- m. Review and/or update the Memorandum of Agreement (MOA) between DLA and the State of Arizona annually or when the Governor or Governor-appointed State Coordinator changes. If there are no changes to the MOA, a signed letter/email will be sent to the LESO indicating that the plan has been reviewed and no changes were necessary.
- n. Ensure all LEAs enrolled in the State 1033 Program maintain a current copy of the Arizona State Plan of Operation and require a current MOA/MOU signed by the agency executive officer.

- o. Conduct periodic reviews of each LEA enrolled in the 1033 Program, including physical inventory/spot checks of property received and any related records. The purpose of the reviews is to ensure LEAs are in compliance with applicable Federal regulations and the Arizona State Plan of Operation. These reviews must be documented and maintained by AZPSPP staff for future LESO compliance reviews.
- p. Obtain reconciliation reports from the LESO website and conduct monthly and annual reconciliations between the State/LEA and LESO.
- q. Ensure serial/tail numbers are provided to LESO on items such as Peacekeepers/armored personnel carriers (APCs), aircraft, night vision goggles (NVGs)/sights and weapons.
- r. Validate and certify LEA inventory reconciliation results electronically and forward them to LESO within 10 working days of the monthly or annual reconciliation process. The State will also maintain a signed copy of all property reconciliation documentation received through the 1033 Program.
- s. Submit requests for property returns (turn-ins to a DRMO) to LESO for final approval. Note: Costs of shipping or repossession of the property by the U.S. Government will be borne by the LEA.
- t. Submit disposal, transfer and inventory adjustment requests to LESO.
- u. Contact the LESO in writing not later than 30-calendar days prior to a State Coordinator/State Point of Contact change.

**THE LAW ENFORCEMENT AGENCY WILL:**

- a. Submit applications for participation in the 1033 Program to the State Coordinator for approval.
- b. Submit requests for property (electronically) and provide justification for all requisitions to the State Coordinator.
- c. Maintain, at no expense to the U.S. Government, adequate liability and property damage insurance coverage and workmen's compensation insurance to cover any claims.
- d. Control and maintain accurate records on all property obtained under the 1033 Program. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: form 657, 657A, 657T, 657D, 657TI, DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved Bureau of Alcohol, Tobacco and Firearms (ATF) Form 5/10, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1), and any pertinent paperwork issued through the LESO. A copy of all 1348's shall be forwarded to the AZPSPP office monthly.

The records maintained must also satisfy any and all pertinent requirements under Arizona statutes and regulations for the program and this property.

- e. Comply with the terms, conditions and limitations applicable to property transferred pursuant to the 1033 Program.
- f. Allow a maximum of four (4) screeners. The screeners must be named in a "letter of authorization/datasheet" provided to the LESO, to be updated as changes occur or whenever LESO requests an update. A weapons POC fulltime officer must be included on the "letter of authorization/datasheet" for any LEAs that have received or are requesting weapons. NOTE: A maximum of two (2) of the authorized screeners may physically screen at any DRMO at one time. The LEA will appoint a property accountability officer responsible for approving/disapproving all property requests and maintaining all accountability records for property received.
- g. Ensure that all environmentally regulated property is handled, stored and disposed of in accordance with applicable Federal, State and local environmental laws and regulations.
- h. Ensure that the following weapons are registered with the U.S. Treasury Department's ATF: M14, M16, M21 and M79. Weapons recipients must comply with all applicable firearm laws and regulations and report all stolen or unaccounted for weapons to LESO through the State Coordinator not later than seven (7) working days after the incident has occurred. The LEA must provide a weapon POC on all data sheets. All weapon transfers between LEAs must be approved by the LESO before it is completed. The LEA must maintain an approved copy of the ATF Form 10 for all M14, M16, M21 and M79 rifles received and a Form 10 or Form 5 for all other weapons.
  - 1) The LEA accepts the transfer of weapons "as is" with no warranty of any kind including implied warranties, such as warranties of fitness for any purpose.
  - 2) The LEA acknowledges that there are hazards associated with the use of such property, which can cause damage to property and serious injury or death.
  - 3) The LEA agrees to provide appropriate training to any person who may use the weapons.
  - 4) Title is conditionally granted to the LEA upon receipt of the property; however, final disposition of all weapons obtained through the 1033 Program must be approved by AZPSPP/LESO prior to any action being taken by the LEA. Costs of shipping or repossession of the property by the U.S. Government will be borne by the LEA.
  - 5) The LEA agrees to maintain at its own expense adequate liability and property damage insurance and workman's compensation insurance to cover any such claims.
  - 6) The LEA certifies that no person who has been convicted of a misdemeanor crime of domestic violence will be allowed to possess, transport or otherwise have access to any weapons transferred under the 1033 Program.
  - 7) The LEA affirms that any weapon provide through the 1033 Program must, if no longer needed for LEA use, be either transferred intrastate or interstate with coordination through the State Coordinator and LESO or must be returned to the U.S. Army Tank-Automotive &

Armaments Command (TACOM) at the expense of the LEA. The weapons may not be transferred to licensed firearms dealers or other persons.

8) Machine Guns defined by 26 U.S.C. 5845(b) not owned by the United States Government, or any agency thereof, must be registered with the Bureau of Alcohol, Tobacco and Firearms (ATF). Unregistered machine guns transferred by DOD to civilian law enforcement agencies may be lawfully registered by submitting an ATF form 10, Application for Registration of Firearms.

- i. Identify to LESO each request that will be used in counter drug/counterterrorism activities.
- j. Maintain a copy of the State Plan of Operation and, as applicable, comply with the State Plan.
- k. Annually update or certify "No Change" to the MOA/MOU to the State Coordinator.
- l. Be aware of its responsibilities under the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7).  
*Reference: ([www.whitehouse.gov/omb/circulars/a133/a133.html](http://www.whitehouse.gov/omb/circulars/a133/a133.html))*
- m. Allow AZPSPP to conduct periodic reviews, including physical inventory/spot checks of actual property and related records, to ensure compliance by the LEA with this MOA/MOU and/or the State Plan of Operation.
- n. Obtain reconciliation reports from the State Coordinator and conduct property reconciliations as requested by AZPSPP/LESO. The LEA will also provide a copy of all 1348's by email or fax monthly to the State Coordinator's Office.
- o. Ensure serial/tail numbers are provided to the State Coordinator on items such as Peacekeepers/APCs, aircraft, NVGs/sights and weapons.
- p. Submit requests for property returns (turn-ins to a DRMO) to the State Coordinator. Note: Costs of shipping or repossession of the property by the U.S. Government will be borne by the LEA.
- q. Submit disposal, transfer and inventory adjustment requests to the State Coordinator.
- r. Contact the State Coordinator, in writing, not later than 30 days prior, when the property accountability officer changes.

## **OTHER TERMS AND CONDITIONS**

## **ARBITRATION**

To the extent required pursuant to A.R.S. § 12-1518, the Parties agree to use arbitration to resolve any dispute arising under this MOA/MOU.

## **CONFLICTS OF INTEREST**

The State is required to give notice of A.R.S. § 38-511 relating to the cancellation of contracts.

**NON-AVAILABILITY OF FUNDS**

In accordance with A.R.S. § 35-154, every payment obligation of the State or any State agency party under this MOA/MOU is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this MOA/MOU, it may be terminated by the State or any State agency party at the end of the period for which funds are available. No liability shall accrue to the terminating party in the event this provision is exercised, and the terminating party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**TERMINATION**

This MOA/MOU may be terminated by either party upon sixty days (60) written notice or as otherwise provided by law. If the LEA decides to withdraw from the 1033 Program, the disposition of the equipment acquired through the Program and currently held by the LEA will be determined by LESO/AZPSPP and a final equipment disposition plan will be prepared and sent to the LEA. The LEA will have ninety (90) days to comply with the disposition plan and any and all disposition costs will be borne by the LEA.

IN WITNESS THEREOF, the parties hereto have executed this MOA/MOU as of the last date written below.



State Coordinator Signature

Detective Matt Van Camp  
State Coordinator, AZPSPP

Type/Print Name and Title

Date: \_\_\_\_\_

\_\_\_\_\_  
LEA Chief Executive Officer Signature

\_\_\_\_\_  
Type/Print Name and Title

Date: \_\_\_\_\_

**RESOLUTION NO. 12-06**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF  
HOLBROOK, ARIZONA AUTHORIZING AN JOINT PROJECT AGREEMENT  
BETWEEN THE CITY OF HOLBROOK AND THE ARIZONA DEPARTMENT  
OF TRANSPORTATION FOR THE MCLAWS ROAD PROJECT.**

**RECITALS**

WHEREAS, pursuant to the provisions of Arizona Revised Statutes Section 11-951, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, (the "State"), and the CITY OF HOLBROOK, and

WHEREAS, the community and Council Members of the City of Holbrook have made the McLaws Road project a priority, and

WHEREAS, the Council Members of the City of Holbrook obligates, per **Intergovernmental Agreement – (JPA File No.: 12-049-I)**, an amount not to exceed \$54,579.00 and for any design/clearance claims for extra compensation, attributable to the City;

THEREFORE BE IT RESOLVED by the Mayor and Members of the City Council of Holbrook, Arizona to authorize and support the McLaws Road Project with the Arizona Department of Transportation.

**PASSED AND ADOPTED** this 12<sup>th</sup> day of June 2012 by the Mayor and City Council Members of the City of Holbrook, Arizona.

\_\_\_\_\_  
Jeff Hill Mayor

ATTEST:

\_\_\_\_\_  
Cher Reyes, CMC, CPM, City Clerk

Approved as to form:

\_\_\_\_\_  
Sterling S. Solomon, City Attorney

ADOT File No.: IGA/JPA 12-049-I  
AG Contract No.: P001 2012 000xxx  
Project: McLaws Road  
Section: Hennessy Street to Porter  
Canyon Road  
**Federal Project No.: STPHOL-0(200)A**  
**ADOT Project No.: SZ034 03D & 01C**  
**TIP/STIP No.: HOL-14-001;12-003D**  
**Budget Source Item No.: N/A**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF HOLBROOK

**THIS AGREEMENT** is entered into this date \_\_\_\_\_, 2012, pursuant to the Arizona Revised Statutes § 11-951 through § 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF HOLBROOK, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City collectively are referred to as "Parties."

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
  2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
  3. The work proposed under this Agreement consists of milling, overlaying and restriping the existing pavement section for a distance of approximately 1.1 miles from Hennessy Street to Porter Canyon Road along McLaws Road. The City is in agreement to use one of the State's on-call Design Companies to administer the design and the State will be the City's designated agent for obtaining Federal funds and administering the construction phase of the project collectively, hereinafter referred to as the "Project".
  4. Such project lies within the boundary of the City and has been selected by the City for development and construction of the Project. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.
  5. The City, in order to obtain Federal funds for the Project is willing to provide City funds to match Federal funds in the ratio required or as finally fixed and determined by the City and FHWA, including actual construction engineering and administration costs (CE).
  6. The interest of the State in this Project is the acquisition of Federal funds for the use and benefit of the City and to authorize such Federal funds for the Project pursuant to Federal law and regulations.
  7. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.
-

8. The federal funds will be used for the design/clearances and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

**SZ034 03D(design/clearance)**

Federal-aid funds @ 94.3% (capped)	\$ 110,625.00
City's match @ 5.7%	\$ 6,687.00
City's contribution @ 100%	\$ 00.00
Design review fee (SZ029 01D)*	\$ 10,000.00

**Subtotal** **\$127,312.00**

**SZ034 01C (construction)**

Federal-aid funds @ 94.3% (capped)	\$ 625,875.00
City's match @ 5.7%	\$ 37,892.00
City's contribution @ 100%	\$ 00.00

**Subtotal – Construction\*\* (State administered)** **\$663,767.00**

**Summary:**

<b>Total Estimated City Funds</b>	<b>\$ 54,579.00</b>
<b>Total Federal Funds</b>	<b>\$ 736,500.00</b>

**TOTAL Project Cost** **\$791,079.00**

\* (Included in the City Estimated Funds)

\*\* (Includes 15% CE and 5% Project contingencies)

The Parties acknowledge that the final bid amount may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

**THEREFORE**, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

**II. SCOPE OF WORK**

1. The State will:

a. Upon execution of this Agreement and on behalf of the City, act as the City's designated agent. Prior to performing or authorizing any work, invoice the City for the State's design review fee, currently estimated at \$10,000.00 and the City's estimated design/clearance share of the Project, currently estimated at \$ 6,687.00. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

b. Upon receipt of the design review fee and the City's estimated share of the Project costs, on behalf and with consent of the City, contract with one of the State's on-call consultants ("Consultant") to prepare all documents pertaining to the design and post-design of the project; review and approve documents required by FHWA to qualify the Project for and to receive Federal funds. Such documents

may consist of, but are not specifically limited to, environmental documents, including the preparation of, but are not specifically limited to, environmental documents; the preparation of the analysis requirements for documentation of environmental categorical exclusion determination; review of prepared reports, design plans, maps and specification; geologic materials testing and analysis; right-of-way related activities and such other related tasks essential to the achievement of the objectives of this Agreement. Issue the right-of-way clearance after review of the Consultant's right-of-way submittal. Send a review set of all design plans and project documents prepared by the design consultant to the City. Review design plans and project documents for said Project and, provide comments to the City and or design consultant as appropriate.

c. Submit all documentation required to FHWA containing the above-mentioned Project with the recommendation that funding be approved for design/clearance/construction. Request the maximum programmed federal funds for the design/clearance/construction of this Project. The Project will be performed, completed, accepted and paid for in accordance with the requirements of Project plans and specifications.

d. Upon notification by the City and the Consultant of the completion of design and prior to bid advertisement, invoice the City, for the City's share of funds for the construction costs of the Project currently estimated at \$ 37,892.00. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

e. Upon receipt of the local match and any contribution toward construction, submit all documentation required to FHWA with the recommendation that funding be approved for construction. Request the maximum programmed federal funds for the construction of this Project.

f. Upon authorization by FHWA and with the aid and consent of the City and the FHWA, the State shall proceed to advertise for, receive and open bids subject to the concurrence of the FHWA and the City, to whom the award is made for and enter into a contract(s) with a firms(s) for the construction of the Project.

g. Notify City that the Project has been completed and is considered acceptable, coordinating with the City as appropriate and to turn over full responsibility of the Project improvements to the City. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within 90 days of final acceptance.

h. Receive written concurrence from the City prior to executing supplemental agreements relating to extra work as defined in the ADOT standard specifications for road and bridge construction.

i. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The City will:

a. Upon execution of this Agreement, designate the State as authorized agent for the City.

b. Upon execution of this Agreement, prior to performing or authorizing any work, and within thirty (30) days of receipt of an invoice from the State, remit to the State the State's design review fee, currently estimated at \$10,000.00 and the City's estimated share of the design/clearance contribution, currently estimated at \$ 6,687.00. Be responsible for any difference between the estimated and actual design review costs.

c. Allow the State to enter into an agreement with the selected Consultant to provide services as required and requested throughout the design and post-design of the Project. Review the design plans, specifications and other such documents and services required for the construction bidding and

construction of the Project, including design/clearance plans and documents required by FHWA to qualify projects for and to receive federal funds. Provide design review comments to the State as appropriate.

d. Enter into an Agreement with the State for the use of one of the Consultants to provide services as required and requested throughout the development of the Project including the construction phase of the Project.

e. Monitor, and as required, be involved with all right of way activities and functions performed by the Consultant, including, but not specifically limited to, right of way survey, delineation, appraisal, review appraisal, acquisition, relocation and property management.

f. Be entirely responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding, including the State's design review fee separately billed by the State and included in the cost estimate. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs.

g. Upon completion of design, receipt of an invoice from the State and prior to bid advertisement, remit to the State, the City's share of funds for the construction costs of the Project currently estimated at \$ 37,892.00. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

h. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a)&(b) and ADOT Right of Way Manual; 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.

i. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, City shall take all necessary steps to remove or prevent any such encroachment or use.

j. Hereby grant the State, its agents and/or contractors, without cost, the right to enter City Rights-of-Way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary Rights-of-Entry to accomplish among other things, soil and foundation investigations.

k. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the City. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays attributable to City. Payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

l. Upon completion of the Project, agree to accept and assume full responsibility of Project. The City shall provide for, at the City's own expense the ongoing and proper maintenance and repairs as required, including if applicable electrical expenses as an annual item in its budget.

m. Provide a set of as-built plans upon completion of the construction phase of the Project. An electronic version of the as-built plans shall be forwarded to Arizona Department of Transportation Local Government Section.

n. Pursuant to 23 USC 102(b), repay all federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right of way acquisition or construction within ten (10) years after federal funds were first made available.

### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the Project construction contract upon thirty (30) days written notice to the other party. Should the City terminate this Agreement under any circumstances, it is understood by the Parties, the State shall in no way be obligated to maintain said Project. If the federal funding related to this Project is terminated or reduced by the federal government, or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this agreement.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of work covered by this Agreement is to be borne by FHWA and the City, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the City agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of federal aid received.

4. The cost of the project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

5. The City and State warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

6. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

7. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

8. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.

9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

10. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the 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 as a result of termination under this paragraph.

11. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

12. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation  
Agreements/Amendments  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-8998  
(602) 712-3132 Fax

City of Holbrook,  
Attn: Ray Alley, Public Works Department  
P.O. Box 970  
Holbrook, Arizona 86025  
Phone (928) 524-6255  
Fax (928) 524-2159

Arizona Department of Transportation  
Local Government Section  
1615 W Jackson Street MD 630E  
Phoenix, Arizona 85007

**For Financial Matters:**  
Randall Sullivan  
rsullivan@ci.holbrook.az.us

State of Finance – Receivable Contact  
Attn: Accounts Receivable  
206 S. 17<sup>th</sup> Avenue, MD204B  
Phoenix, Arizona 85007

13. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

14. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

**CITY OF HOLBROOK**

**STATE OF ARIZONA**  
Department of Transportation

By \_\_\_\_\_  
**JEFF HILL**  
Mayor of Holbrook, City of

By \_\_\_\_\_  
**DALLAS HAMMIT, P.E.**  
Deputy State Engineer, Development

ATTEST:

By \_\_\_\_\_  
**CHER REYES**  
Clerk of Holbrook, City of

DRAFT

**ATTORNEY APPROVAL FORM FOR THE CITY OF HOLBROOK**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF HOLBROOK, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
City Attorney

DRAFT

# FAST Solutions™

Fastenal Automated Supply Technology  
2001 Theurer Blvd. Winona, MN 55987

## The Cooperative Purchasing Network – TCPN

Contract City of Holbrook

### FAST SOLUTIONS ORDER FORM

This Order Form applies to FAST Vending Solutions (FVS) units requested by the Customer. The terms and conditions of the Vendor Contract will be applicable to the FVS units ordered herein.

**Web Hosting Fee and Spend Expectation:** Customer shall be responsible for an annual Software fee per unit. The Software Fee described below will be invoiced 90 days after FVS Installation date. Any annual Fees will be invoiced on each subsequent twelve month installation anniversary date. The parties agree that Customer will work in good faith to increase its overall purchases of products from FASTENAL at the location of the FVS Units. Installation of the FVS equipment is required within 90 days from the above agreement date or the agreement will be subject to cancellation.

\*See Product Line card for available configurations.

Machine Type	# of Units	Software Year 1 =(\$360 x # of Units)	Software Year 2, 3, 4 ... =(\$480 x # of Units)
FAST 3000			
FAST 5000	1	360	480
FAST 5000 Lockers	*3 Door		
	*12 Door		
	*18 Door		
FAST Stand Alone Locker Key Pad			
	*3 Door		
	*12 Door		
	*18 Door		
<b>Total for this order</b>	1	360	480

Existing Acct # FLA20842 New Customer Acct # \_\_\_\_\_

Customer Name: City of Holbrook

Physical Address of Machine: 465 1st Avenue

City Holbrook State AZ Zip 06025

Phone 928-524-6025 FAX 928-524-2159

Customer Contact Name Vickie James

Customer Contact Email vickie.james@ci.holbrook, AZ. US

Customer Contact Phone 928-524-6225

Authorized Fastenal Signature [Signature] Title VSS Date 5-June 2012

Authorized Customer Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

5 Letter Store Code AZFLA District Manager MEGA

Fax completed agreement & order form to 507-494-3237

*please call Sage when ready*

# FAST Solutions™

Fastenal Automated Supply Technology  
2001 Theurer Blvd. Winona, MN 55987

*Locker  
ADD-ON*

## The Cooperative Purchasing Network – TCPN Contract City of Holbrook FAST SOLUTIONS ORDER FORM

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FAST 5000			
FAST 5000 Lockers	*3 Door		
	*12 Door		
	*18 Door	1	
FAST Stand Alone Locker Key Pad			
	*3 Door		
	*12 Door		
	*18 Door		
<b>Total for this order</b>		1	0

Existing Acct # FLAZ0842 New Customer Acct # \_\_\_\_\_

Customer Name: City of HOLBROOK

Physical Address of Machine: 465 1st Avenue

City Holbrook State AZ Zip 86025

Phone 928 524 6225 FAX 928 524 2159

Customer Contact Name Vickie James

Customer Contact Email Vickie.james@ci.holbrook,az.us

Customer Contact Phone 928 524 6225

Authorized Fastenal Signature JMM Title VSS

Date 5-JUN-2012

Authorized Customer Signature \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

5 Letter Store Code \_\_\_\_\_ District Manager \_\_\_\_\_

Fax completed agreement & order form to 507-494-3237

*Please Call Sage when Ready*

# FAST Solutions™

Fastenal Automated Supply Technology  
2001 Theurer Boulevard, Winona, MN 55987

## Addendum A Vendor Contract Between Fastenal Company and TCPN dated April 13, 2010

This addendum shall cover the terms and conditions upon which Fastenal Company ("Fastenal") shall provide vending machine units to The Cooperative Purchasing Network ("Customer") pursuant to the Vendor Contract ("Contract") executed by the parties on April 15, 2010.

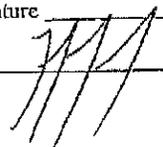
Customer hereby grants Fastenal the exclusive right to install FASTENAL Vending Solutions (identified herein as FVS units or FVS equipment). The FVS equipment is identified as FAST 5000, FAST 5000 Lockers, FAST 3000 and Stand Alone Lockers. Customer may order FVS equipment by issuance of an order form ("FAST SOLUTIONS ORDER FORM"), subject to acceptance by Fastenal. The FVS Equipment may only be stocked with Fastenal supplied and distributed products. FASTENAL agrees to be responsible for all standard maintenance and repair of the FVS equipment (blatant or willful damage or destruction by Customer excluded, but liability not to exceed \$10,000 per unit) including refilling of vended products for the term of this Contract. FASTENAL will provide insurance to cover its liability for personal injury or property damage it causes in connection with the installation and operation of the FVS equipment.

- 1) Ownership: Fastenal shall maintain full and exclusive ownership of all FVS equipment. Fastenal retains the right to terminate and remove the FVS equipment from Customer site, at Fastenal's sole discretion and without liability. Customer may terminate this Agreement if Fastenal does not timely service the FVS equipment, including the replenishment of products. Customer will provide Fastenal sixty days advance written notice and a reasonable opportunity to cure any service deficiencies, prior to termination.
- 2) Web Hosting Fee and Spend Expectation: Customer shall be responsible for an annual Software fee per unit. The Software Fee described below will be invoiced 90 days after FVS Installation date. Any annual Fees will be invoiced on each subsequent twelve month Installation anniversary date. The parties agree that Customer will work in good faith to increase its overall purchases of products from FASTENAL at the location of the FVS Units. Installation of the FVS equipment is required within 90 days from the above agreement date or the agreement will be subject to cancellation.
- 3) Taxes and Expense: Customer is responsible for any state, federal, provincial and local sales and use taxes related to the FVS equipment. The Customer shall provide all electrical and internet connections required for operation at no cost to Fastenal.
- 4) Assignment: Customer may not assign, remove or attempt to sell or transfer any FVS equipment to another party or property, without Fastenal's written permission.
- 5) Title to Products, Risk of Loss and Taxes:  
Fastenal shall retain title to and a security interest in all products stored in the FVS equipment. Title to Products shall pass to Customer only when Customer purchases products and such products are withdrawn from the FVS equipment / unit by Customer as described below. Until such products are so purchased by Customer, Fastenal shall bear all risk of loss with respect to products located in the FVS equipment, including, but not limited to, loss or damages caused by flood, fire, earthquake, terrorist act, severe weather, and negligence; provided, however, that Fastenal shall not bear the risk of loss resulting from the negligence of Customer or Customer's agents. Should customer not elect to use the consignment option, customer will retain title and ownership of product once product is purchased from Fastenal and placed in machine for dispensing.
- 6) Payment: Payments for products will be made by Customer as outlined in the Contract.
- 7) Limitation of Liability: IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8) Warranty: Products sold through FVS equipment shall be sold pursuant to the terms and conditions as set forth in the Contract.

Customer Authorized Signature \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Fastenal Signature:  \_\_\_\_\_

Title: VSS

Date: 5 Jun 2012

Fax completed agreement & order form to 507-494-3237

*please call Sage when ready*

# FAST Solutions™

Fastenal Automated Supply Technology  
2001 Theurer Boulevard, Winona, MN 55987

## Addendum A

### Vendor Contract Between

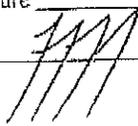
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- 1) **Ownership:** Fastenal shall maintain full and exclusive ownership of all FVS equipment. Fastenal retains the right to terminate and remove the FVS equipment from Customer site, at Fastenal's sole discretion and without liability. Customer may terminate this Agreement if Fastenal does not timely service the FVS equipment, including the replenishment of products. Customer will provide Fastenal sixty days advance written notice and a reasonable opportunity to cure any service deficiencies, prior to termination.
- 2) **Web Hosting Fee and Spend Expectation:** Customer shall be responsible for an annual Software fee per unit. The Software Fee described below will be invoiced 90 days after FVS Installation date. Any annual Fees will be invoiced on each subsequent twelve month Installation anniversary date. The parties agree that Customer will work in good faith to increase its overall purchases of products from FASTENAL at the location of the FVS Units. Installation of the FVS equipment is required within 90 days from the above agreement date or the agreement will be subject to cancellation.
- 3) **Taxes and Expense:** Customer is responsible for any state, federal, provincial and local sales and use taxes related to the FVS equipment. The Customer shall provide all electrical and internet connections required for operation at no cost to Fastenal.
- 4) **Assignment:** Customer may not assign, remove or attempt to sell or transfer any FVS equipment to another party or property, without Fastenal's written permission.
- 5) **Title to Products, Risk of Loss and Taxes:**  
Fastenal shall retain title to and a security interest in all products stored in the FVS equipment. Title to Products shall pass to Customer only when Customer purchases products and such products are withdrawn from the FVS equipment / unit by Customer as described below. Until such products are so purchased by Customer, Fastenal shall bear all risk of loss with respect to products located in the FVS equipment, including, but not limited to, loss or damages caused by flood, fire, earthquake, terrorist act, severe weather, and negligence; provided, however, that Fastenal shall not bear the risk of loss resulting from the negligence of Customer or Customer's agents. Should customer not elect to use the consignment option, customer will retain title and ownership of product once product is purchased from Fastenal and placed in machine for dispensing.
- 6) **Payment:** Payments for products will be made by Customer as outlined in the Contract.
- 7) **Limitation of Liability:** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8) **Warranty:** Products sold through FVS equipment shall be sold pursuant to the terms and conditions as set forth in the Contract.

Customer Authorized Signature \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Fastenal Signature:  \_\_\_\_\_ Title: VSS Date: 5 June 2012

Fax completed agreement & order form to 507-494-3237

*please call Sage when ready*



**CITY OF HOLBROOK**  
**Suggested Fast5000 POG**  
**Fastenal AZFLA - Flagstaff**

									
10 466293 Hex Bushing 2	11 7005404 1/2" TIN Bit 2	12 7005388 3/8" TIN Bit 2	13 7005380 1/8" TIN Bit 2	14 1007002 Safety Glasses 2	15 1007005 Safety Glass-Tint 2	17 1017248 Ear Plugs (2) 2	19 1015649 Vest 6		
									
20 0202890 Gloves 3	21 TBD Drivers Glove (M) 3	23 TBD Drivers Glove (L) 3	24 TBD Drivers Glove (XL) 3	25 1006989 Dust Mask (2) 3	27 1093059 N95 Mask (2) 3	29 TBD Open 2			
									
30 1017214 Coverall (L) 6	35 1017219 Coverall (XL) 6	38 1017220 Coverall (2XL) 6							
40 TBD Open 2	41 TBD Open 2	42 TBD Open 2	43 TBD Open 2	44 TBD Open 2	45 TBD Open 2	46 TBD Open 2	47 TBD Open 2	48 TBD Open 2	49 TBD Open 2
									
50 Various Sqwincher 6	53 60424 AAA Batteries(4) 2	54 60422 AA Batteries (4) 2	55 60420 C Batteries (2) 2	56 60421 D Batteries (2) 2	57 0710355 Do Not Operate Tags (10) 3	58 TBD Open 2	59 TBD Open 2		
									
60 62948 WD40 8	64 0600752 Pledge 8	69 0612116 Electrical Tape 4							

CITY OF HOLBROOK

SUGGESTED 18 DOOR LOCKER PLANOGRAM SET

Dispense + Check In / Check Out

70 Dispense 4201551 Black Pipe Wrap Tape	72 Dispense 0852583 Mapp Gas	74 Dispense 5100637 Brake/Parts Cleaner
76 Dispense 5100672 Starter Fluid	78 Dispense 0136171 Flo Green Mark Paint	80 Dispense 0136032 Blue Mark Paint
82 Dispense 0136184 White Mark Paint	84 Dispense 1014376 First Aid Kit	86 OPEN TBD OPEN
88 Dispense 0600154 Toilet Bowl Cleaner	90 Dispense 1001981 Medium Disp Gloves	92 Dispense 1001982 Large Disp Gloves
94 Dispense 1001983 XL Disp Gloves	96 Dispense 1024212 L 15 Mil Nitrile Gloves	98 Dispense 1024215 XL 15 Mil Nitrile Glvs
100 Dispense 1024215 XL 15 Mil Nitrile Glvs	102 OPEN TBD OPEN	104 OPEN TBD OPEN

**SOUP KITCHEN** means a facility that provides free meals on-site as its principal activity.

**STABLE** means a building in which domestic hoofed livestock are fed and sheltered.

**STREET** means a dedicated public way that affords the principal means of vehicular access to abutting properties.

- A. **ARTERIAL STREET** means a major street or highway having considerable continuity beyond the City's limits.
- B. **COLLECTOR STREET** means a street with limited continuity serving the primary function of carrying traffic from local streets to arterial streets and the secondary function of providing access to abutting properties.
- C. **LOCAL STREET** means a street serving the primary function of providing principal access to abutting property.

**STRUCTURE** means any physical element constructed or erected with a fixed location on the ground or attached to another physical element having a fixed location at, below, or above grade.

**SUBDIVISION-MINOR** means the division of any tract or parcel of land into three (3) or four (4) lots, plots, or other divisions of the land.

**SUBDIVISION-MAJOR** means the division of any tract or parcel of land into five (5) or more lots, plots, or other divisions of the land.

**SWAP MEET** means a commercial activity characterized by the sale or barter of merchandise or farm products to the general public by individuals from a booth or stall. The term shall include a farmer's market, flea market, and similar commercial activities. Swap meets shall be a conditional use. The Planning & Zoning Commission will review all swap meet applications for potential design featuring: access & egress, parking, paved areas for public use, restrooms, lighting, trash containment/litter control, and hours of operation.

**TEMPORARY USE** means a prospective use, intended for up to thirty (30) days or longer with staff recommendation, to be located in a zoning district not permitting such use, and the temporary use shall not be a continuing nonconforming use or building.

**USE** means the purpose for which land or a building is arranged designed, or intended.

- A. **PRINCIPAL USE** means the main use to which the premises are devoted and the main purpose for which the premises exist.

23. Tire retreading and repair
24. Upholstery
25. Veterinary office
26. Warehouse or storage only in conjunction with a principal permitted use
27. Other uses similar to the above uses
  - (a) Any principal use permitted in C-1 commercial zone.
  - (b) Automobile sales, provided any such unenclosed area is surfaced with a hard, durable and dust-free material, that the required yards are observed and properly maintained, and that any lights used to illuminate such area shall be so arranged as to reflect the light away from adjoining premises in any residential zone.

C. Conditional Uses.

1. Automobile parking facility
2. Caretaker Dwelling (1), excluding manufactured house or RV
3. Churches and other places of worship
4. Modular home, for commercial (non-residential) occupancy only if standards for modular homes are met, see Article 6-1-3.
5. Medical Services (Low and High Impact)
6. Steel Pre-fabricated buildings
7. Strip shopping center or mall
8. Swap meet
9. Recreational vehicle park
10. and similar uses

MCPHERSON COLLISION  
405 W VISTA DRIVE  
HOLBROOK AZ 86025  
PHONE/FAX 928-524-9888

May 16, 2012

Cher Reyes/City of Holbrook:

I am expanding my business and I am interested in purchasing the city property located south of my existing property at 112 Airport Road in Holbrook.

Thank you for your time and consideration in this matter. Please feel free to contact me if you have any questions or concerns.

Sincerely,

Tim McPherson

McPherson Collision, LLC

405 West Vista Drive

Holbrook, AZ 86025

928-524-9888 (Business)

928-241-0113 (Cell)

19 20

52  
N 89°

30 NW COR  
SEC 29

2640.00' N120° E

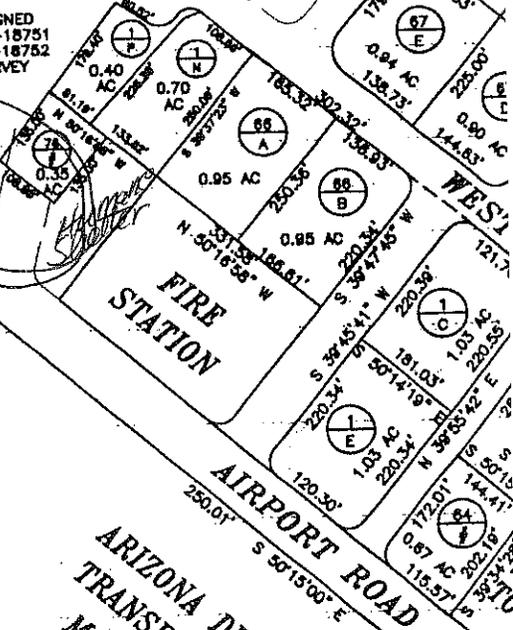
109-26

*Property*  
*Reserve*

N 38°18'00" E 5000.00'

75  
(149.15 AC)

PREASSIGNED  
SEE 00-18751  
& 00-18752  
SEE SURVEY  
8-71



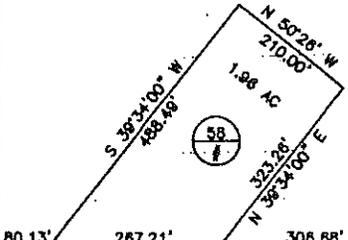
FIRE STATION

AIRPORT ROAD

ARIZONA DEPT. OF  
TRANSPORTATION  
MAINTENANCE  
YARD

HUTCHINSON

ON LANE



SEE SHEET 3

75  
(149.15 AC)