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

CITY OF HOLBROOK

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OUR MISSION

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

AGENDA

REGULAR CITY COUNCIL MEETING

JUNE 18, 2013

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 17, 2013 thru June 13, 2013: Documentation for claims is available *at City Hall.*
   B. Liquor License Acquisition of Control permit-Maverick Inc.
   C. Special event liquor license-Navajo County Fair, Sept. 9-Sept. 11, 2013.

7) CLAIMS/PAYMENT APPROVAL FOR WALT'S HARDWARE: $ 1,151.46

8) REPORTS:

Mayor:
Council Members:
Manager:

9) OLD BUSINESS:

A. FY 2013/2014 Budget.

B. Ordinance 13-04, authorizing the sale of real property of the City of Holbrook, namely Parcel Number 109-35-002A to Paul and Robin Gonzales, 2nd reading.

10) NEW BUSINESS:

A. Ordinance 13-05, authorizing the purchase of real property by the City of Holbrook, namely Parcel Number 109-19-300, 1st reading.

B. Discussion/possible action regarding acceptance of Heritage Grant Funding in the amount of $6,150.00-Finance Director Sullivan.

C. Discussion/possible action regarding Special Event application for the Holbrook Gearhead Burn out Competition-City Clerk Reyes.

D. Resolution 13-07, authorizing the joint project agreement between the State of Arizona and City of Holbrook for Airport pavement-Manager Alley.

E. Discussion/possible action regarding approval of contract for fire truck purchase-Manager Alley.

11) EXECUTIVE SESSION:

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

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 11th day of June 2013.

Cher Reyes, CMC, CPM

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

05/31/2013 THRU 06/13/2013

TOTAL **$234,248.07**

Report Criteria:
Invoice.Vendor No = 1-9699

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
6/4/2013												
ARIZONA STATE TREASURER				1380								
MAY2013	1	Inv	FARE 01/13		06/03/2013	969.27	0		.00			6/13
					06/05/2013		No				001-000-4710	
FUTURE TIRE, INC.				5241								
W27536	1	Inv	TIRE		06/03/2013	141.57	2		.00			6/13
					06/18/2013		No				001-084-5024	
Total 6/4/2013						1,110.84						

06/04/2013 GL Period Summary

GL Period	Amount
6/13	1,110.84
	1,110.84

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
6/5/2013												
BRADCO				2590								
6240	1	Inv	FUEL		05/31/2013	6,575.72	0		.00			6/13
					06/05/2013		No				007-087-5027	
INGRAM				6620								
I43,72009307	1	Inv	BOOKIS		05/21/2013	858.72	0		.00			6/13
					06/19/2013		No				001-020-5026	
NAVAJO COUNTY INFORMATION TECH				8722								
01300000038	1	Inv	INTERNET SERVICE		05/28/2013	600.00	0		.00			6/13
					06/19/2013		No				001-020-5048	
013-00000040	1	Inv	INTERNET SERVICE		05/29/2013	600.00	0		.00			6/13
					06/19/2013		No				001-020-5048	
Total 8722						1,200.00						
MICRO MARKETING ASSOC				8150								
484160	1	Inv	DISC		05/23/2013	6.00	0		.00			6/13
					06/19/2013		No				001-020-5026	
LASTING IMPRESSIONS				7390								
429	1	Inv	UNIFORMS		05/30/2013	27.85	0		.00			6/13
					06/05/2013		No				001-031-5023	
COPPERSTATE BOLT & NUT				3750								
S00499296	1	Inv	SUPPLIES		05/23/2013	93.03	0		.00			6/13
					06/19/2013		No				002-092-5026	
S00499296	2	Inv	SUPPLIES		05/23/2013	93.02	0		.00			6/13
					06/19/2013		No				002-091-5026	
Total S00499296						186.05						
Total 3750						186.05						
BANANA JONS				2177								
12-2766	1	Inv	PORT A POTS		05/31/2013	1,927.80	2		.00			6/13
					06/07/2013		No				001-031-5071	
COPPERSTATE BOLT & NUT				3750								
I00514791	1	Inv	BATTERY		05/21/2013	109.44	0		.00			6/13
					06/19/2013		No				002-092-5026	
I00514791	2	Inv	BATTERY		05/21/2013	109.43	0		.00			6/13
					06/19/2013		No				002-091-5026	
I00514791	3	Inv	BATTERY		05/21/2013	109.44	0		.00			6/13
					06/19/2013		No				002-092-5026	
I00514791	4	Inv	BATTERY		05/21/2013	109.44 -	0		.00			6/13
					06/19/2013		No				002-092-5026	
Total I00514791						218.87						
I00514790	1	Inv	COMPRESSOR		05/21/2013	411.48	0		.00			6/13
					06/19/2013		No				001-085-5071	

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
Total 3750					630.35						
Total 6/5/2013					11,412.49						

06/05/2013 GL Period Summary

GL Period	Amount
6/13	11,412.49
	11,412.49

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
6/6/2013													
HOLBROOK VOL FIRE DEPT				6260									
200602	1	Inv	RETIREMENT		06/05/2013	1,916.59	0		.00			6/13	Y
					06/05/2013		No				001-060-5015		
200602	2	Inv	UNIFORMS		06/05/2013	3,343.24	0		.00			6/13	Y
					06/05/2013		No				001-060-5023		
Total 200602						5,259.83							
Total 6260						5,259.83							
AZ DEPT OF REVENUE - UTIL. TAX				1830									
MAY2013	1	Inv	UTILITIES TAX		05/31/2013	3,779.74	0		.00			6/13	
					06/05/2013		No				002-0002460		
ESSENTIAL DATA CONTROL SYSTEM				4771									
35023	1	Inv	DRIVES		05/29/2013	14,348.76	2		.00			6/13	
					06/19/2013		No				002-092-5071		
35023	2	Inv	DRIVES		05/29/2013	17,365.50	2		.00			6/13	
					06/19/2013		No				002-091-5071		
Total 35023						31,714.26							
Total 4771						31,714.26							
DANA KEPNER CO.				4071									
4621059-00	1	Inv	PARTS		05/30/2013	2,056.85	1		.00			6/13	
					06/19/2013		No				002-091-5052		
Total 6/6/2013						42,810.68							

06/06/2013 GL Period Summary

GL Period	Amount
6/13	42,810.68
	42,810.68

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
6/12/2013											
UNISOURCE ENERGY SERVICES			3380								
06102013	1	Inv	UTILITIES	06/10/2013	31.43	0		.00			6/13
				06/12/2013		No				002-091-5048	
06102013	2	Inv	UTILITIES	06/10/2013	68.60	0		.00			6/13
				06/12/2013		No				001-060-5048	
06102013	3	Inv	UTILITIES	06/10/2013	57.89	0		.00			6/13
				06/12/2013		No				002-091-5048	
06102013	4	Inv	UTILITIES	06/10/2013	22.27	0		.00			6/13
				06/12/2013		No				001-031-5048	
06102013	5	Inv	UTILITIES	06/10/2013	24.45	0		.00			6/13
				06/12/2013		No				001-004-5048	
06102013	6	Inv	UTILITIES	06/10/2013	22.27	0		.00			6/13
				06/12/2013		No				007-087-5048	
06102013	7	Inv	UTILITIES	06/10/2013	40.08	0		.00			6/13
				06/12/2013		No				001-085-5048	
06102013	8	Inv	UTILITIES	06/10/2013	22.27	0		.00			6/13
				06/12/2013		No				001-093-5048	
06102013	9	Inv	UTILITIES	06/10/2013	20.48	0		.00			6/13
				06/12/2013		No				002-091-5048	
06102013	10	Inv	UTILITIES	06/10/2013	20.47	0		.00			6/13
				06/12/2013		No				002-092-5048	
06102013	11	Inv	UTILITIES	06/10/2013	22.27	0		.00			6/13
				06/12/2013		No				001-084-5048	
06102013	12	Inv	UTILITIES	06/10/2013	50.77	0		.00			6/13
				06/12/2013		No				001-060-5048	
06102013	13	Inv	UTILITIES	06/10/2013	42.73	0		.00			6/13
				06/12/2013		No				001-050-5048	
06102013	14	Inv	UTILITIES	06/10/2013	18.81	0		.00			6/13
				06/12/2013		No				002-090-5048	
Total 06102013					464.79						
Total 3380					464.79						
BROWN & BROWN LAW OFFICE			2690								
27847	1	Inv	PROFESSIONAL SERVICE	06/06/2013	873.75	0		.00			6/13
				06/19/2013		Yes				002-091-5041	
DANA KEPNER CO.			4071								
4621044-00	1	Inv	SUPPLIES	05/29/2013	305.44	1		.00			6/13
				06/19/2013		No				002-092-5026	
4621044-01	1	Inv	SUPPLIES	06/06/2013	18.02	1		.00			6/13
				06/19/2013		No				002-092-5026	
4621128-00	1	Inv	SUPPLIES	06/06/2013	355.17	1		.00			6/13
				06/19/2013		No				002-092-5026	
Total 4071					678.63						
WASTE MGT / PAINTED DESERT L/F			9430								
11290-0462-6	1	Inv	LANDFILL FEES	06/01/2013	3,689.21	0		.00			6/13
				06/12/2013		No				002-090-5047	
ECKRIGHT, EBERLE			4753								
350	1	Inv	REPAIRS	06/06/2013	159.38	0		.00			6/13

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
				06/12/2013		Yes				002-091-5049	
COPPERSTATE BOLT & NUT			3750								
I00528576	1	Inv	SUPPLIES	06/04/2013	16.26 -	0		.00			6/13
				06/19/2013		No				002-091-5026	
I00528576	2	Inv	SUPPLIES	06/04/2013	16.26 -	0		.00			6/13
				06/19/2013		No				002-092-5026	
Total I00528576					32.52 -						
Total 3750					32.52 -						
HOLBROOK TRIBUNE NEWS			6240								
122672	1	Inv	ADVERTISEMENT	05/31/2013	210.00	0		.00			6/13
				06/19/2013		No				001-001-5044	
122673	1	Inv	ADVERTISEMENT	05/31/2013	50.00	0		.00			6/13
				06/19/2013		No				001-001-5044	
Total 6240					260.00						
NAVAJO COUNTY FINANCE			8690								
I13-00000059	1	Inv	JAIL CONTRACT	06/04/2013	7,297.32	0		.00			6/13
				06/19/2013		No				001-050-5050	
013-0000057	1	Inv	JAIL CONTRACT	06/04/2013	1,066.67	0		.00			6/13
				06/19/2013		No				001-050-5050	
I13-00000058	1	Inv	JAIL CONTRACT	06/04/2013	845.84	0		.00			6/13
				06/19/2013		No				001-050-5050	
Total 8690					9,209.83						
ECKRIGHT, EBERLE			4753								
349	1	Inv	REPAIRS	06/06/2013	127.50	0		.00			6/13
				06/19/2013		Yes				002-092-5049	
BRIMHALL SAND AND ROCK			2660								
35341	1	Inv	ABC	05/22/2013	697.44	0		.00			6/13
				06/12/2013		No				007-087-5026	
35342	1	Inv	ABC	05/23/2013	2,094.27	0		.00			6/13
				06/12/2013		No				007-087-5026	
35343	1	Inv	ABC	05/28/2013	1,100.11	0		.00			6/13
				06/12/2013		No				007-087-5026	
35344	1	Inv	ABC	05/29/2013	2,470.14	0		.00			6/13
				06/12/2013		No				007-087-5026	
35345	1	Inv	ABC	05/30/2013	324.57	0		.00			6/13
				06/12/2013		No				007-087-5026	
Total 2660					6,686.53						
BRADCO			2590								
14684	1	Inv	CAN	06/05/2013	26.32	0		.00			6/13
				06/19/2013		No				001-031-5022	

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 6/12/2013					22,143.42						

06/12/2013 GL Period Summary

GL Period	Amount
6/13	22,143.42
	22,143.42

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
6/13/2013											
HIGH COUNTRY PEST SYSTEMS			6018								
01-0097853	1	Inv	MAINT CONTRACT	06/13/2013	40.00	2		.00			6/13
				06/13/2013		No				001-031-5047	
HILL BROTHERS CHEMICAL CO.			6048								
4378421	1	Inv	CHLORINE	06/03/2013	7,232.80	2		.00			6/13
				06/19/2013		No				002-091-5026	
Total 6/13/2013					7,272.80						

06/13/2013 GL Period Summary

GL Period	Amount
6/13	7,272.80
	7,272.80

Grand Total: 84,750.23

Report GL Period Summary

GL Period	Amount
6/13	84,750.23
	84,750.23

Vendor Number Hash:	186649
Vendor Number Hash - Split:	260370
Total Number of Invoices:	38
Total Number of Transactions:	58

TC	Terms Description	Invoice Amt	Discount Amt	Net Inv Amt
0	Open Terms	40,958.32	.00	40,958.32
1	NET 20	2,735.48	.00	2,735.48
2	NET 7	41,056.43	.00	41,056.43
		84,750.23	.00	84,750.23

Report Criteria:
Invoice.Vendor No = 1-9699

R Column: Y = Recurring Payment

Report Criteria:
Invoice.Vendor No = 9701-99999

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
6/3/2013											
R.A.G.H.T.			10005								
05282013	1	Inv	INSURANCE PREMIUMS	05/28/2013	58,013.27	2		.00			6/13
				06/03/2013		No				099-0002524	
AMRRP - WORKERS' COMP FUND			20892								
14014384	1	Inv	WORKMAN'S COMP INSUI	06/03/2013	988.35	0		.00			6/13
				06/03/2013		No				001-004-5051	
UPS - UNITED PARCEL SERVICE			12473								
06032013	1	Inv	MAILINGS	06/03/2013	38.30	2		.00			6/13
				06/03/2013		No				002-092-5042	
Total 6/3/2013					59,039.92						

06/03/2013 GL Period Summary

GL Period	Amount
6/13	59,039.92
	59,039.92

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
6/4/2013												
LEWUS ELECTRIC CO., INC.				21827								
6515	1	Inv	PUMP REPAIRS		05/29/2013	850.00	0		.00			6/13
					06/18/2013		No				002-092-5041	
WELDING SERVICES & SUPPLY				12815								
15661	1	Inv	SUPPLIES		06/04/2013	30.67	2		.00			6/13
					06/18/2013		No				001-085-5026	
WELLS FARGO REMITTANCE CENTER				20946								
06042013	1	Inv	SUPPLIES		06/04/2013	53.25	0		.00			6/13
					06/18/2013		No				001-031-5026	
Total 6/4/2013						933.92						

06/04/2013 GL Period Summary

GL Period	Amount
6/13	933.92
	933.92

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
6/5/2013												
AVESIS THIRD PARTY ADMIN INC				21412								
06042013	1	Inv	INSURANCE PREMIUM		06/04/2013	437.97	0		.00			6/13
					06/05/2013		No				099-0002524	
HOLBROOK FIRST STEP				21380								
052013	1	Inv	PROFESSIONAL SERVICE		05/31/2013	116.25	0		.00			6/13
					06/05/2013		No				006-014-5041	
QUALITY READY MIX-CEMEX				9955								
9426126368	1	Inv	CONCRETE		05/01/2013	1,207.44	8	05/16/2013	11.27			6/13
					05/31/2013		No				007-087-5026	
LARSON WASTE				22010								
32740	1	Inv	WASTE AGREEMENT		05/31/2013	12,665.00	0	06/06/2013	7.69			6/13
					06/05/2013		No				002-090-5047	
32741	1	Inv	WASTE AGREEMENT		05/31/2013	14,033.00	0		.00			6/13
					06/05/2013		No				002-090-5047	
Total 22010						26,698.00						
QUALITY READY MIX-CEMEX				9955								
9426178056	1	Inv	CONCRETE		05/15/2013	3,512.55	8	05/30/2013	.00			6/13
					06/05/2013		No				007-087-5026	
9426178055	1	Inv	CONCRETE		05/14/2013	4,829.76	8	05/29/2013	45.10			6/13
					06/05/2013		No				007-087-5026	
9426228250	1	Inv	CON CRETE		05/21/2013	11,196.27	8	06/05/2013	104.54			6/13
					06/05/2013		No				007-087-5026	
9426241075	1	Inv	CON CRETE		05/23/2013	7,793.48	8	06/07/2013	72.77			6/13
					06/05/2013		No				007-087-5026	
Total 9955						27,332.06						
TATE'S AUTO CENTER				11670								
76412	1	Inv	REPAIRS		06/03/2013	99.95	0		.00			6/13
					06/05/2013		No				001-050-5024	
WELLS FARGO REMITTANCE CENTER				20946								
05292013	1	Inv	RECREATION		05/29/2013	313.02	0		.00			6/13
					06/05/2013		No				001-031-5571	
SUN RIDGE SYSTEMS INC.				11447								
3116	1	Inv	SUPPORT SERVICES		05/31/2013	4,845.00	2		.00			6/13
					06/19/2013		No				001-050-5047	
QUALITY READY MIX-CEMEX				9955								
9426269773	1	Inv	CON CRETE		05/30/2013	7,244.64	8	06/14/2013	67.64			6/13
					06/05/2013		No				007-087-5026	
WELLS FARGO REMITTANCE CENTER				20946								
06032013	1	Inv	RECREATION		06/03/2013	210.30	0		.00			6/13
					06/05/2013		No				001-031-5571	
06032013	2	Inv	SUPPLIES		06/03/2013	55.68	0		.00			6/13
					06/05/2013		No				001-004-5026	
06032013	3	Inv	SUPPLIES		06/03/2013	12.99	0		.00			6/13

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
					06/05/2013		No				001-031-5026	
Total 06032013						278.97						
Total 20946						278.97						
QUILL OFFICE PRODUCTS				9990								
2963627	1	Inv	SUPPLIES		05/28/2013	250.32	0		.00			6/13
					06/19/2013		No				001-050-5021	
UNITED RENTALS				12394								
1193925-001	2	Inv	EQUIP RENTAL		05/23/2013	1,306.88	1		.00			6/13
					06/05/2013		No				002-092-5047	
1193925-001	3	Inv	EQUIP RENTAL		05/23/2013	1,306.88 -	1		.00			6/13
					06/05/2013		No				002-092-5047	
Total 111193925-001						.00						
Total 12394						.00						
BELLINI GLOBAL, INC.				22062								
05292013	1	Inv	EDQUIPMENT		05/29/2013	2,288.00	0		.00			6/13
					06/05/2013		No				001-031-5071	
GREEN, NYCOLE				22063								
11103	1	Inv	REFUND DEPOSIT		05/30/2013	108.10	0		.00			6/13
					06/05/2013		No				002-0002520	
JORGENSON COMPANIES				22064								
SI06892	1	Inv	BLEACHERS		05/14/2013	1,779.90	0		.00			6/13
					06/19/2013		No				006-014-5026	
QUILL OFFICE PRODUCTS				9990								
2839657	1	Inv	SUPPLIES		05/21/2013	51.98	0		.00			6/13
					06/19/2013		No				001-004-5021	
FASTENAL				21880								
AZPH99861	1	Inv	SUPPLIES		05/20/2013	604.87	0		.00			6/13
					06/05/2013		No				001-004-5021	
Total 6/5/2013						73,656.47						

06/05/2013 GL Period Summary

GL Period	Amount
6/13	73,656.47
	73,656.47

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
6/6/2013											
TATE'S AUTO CENTER			11670								
10178	1	Inv	PARTS	06/05/2013	153.22	0		.00			6/13
				06/19/2013		No				001-084-5024	
ADVANCED INFOR SYSTEMS			21240								
10564	1	Inv	UTILITY BILLING	05/31/2013	259.36	0		.00			6/13
				06/19/2013		No				002-092-5042	
10564	2	Inv	UTILITY BILLING	05/31/2013	259.36	0		.00			6/13
				06/19/2013		No				002-091-5042	
10564	3	Inv	UTILITY BILLING	05/31/2013	259.36	0		.00			6/13
				06/19/2013		No				002-090-5042	
Total 10564					778.08						
Total 21240					778.08						
GULF PACKAGING			22065								
0090987-IN	1	Inv	SHIPPING	05/20/2013	1,667.76	0		.00			6/13
				06/05/2013		No				002-092-5042	
SAM'S CLUB 6604			10530								
05162013	1	Inv	SUPPLIES	05/16/2013	145.30	0		.00			6/13
				06/05/2013		No				001-031-5026	
05162013	2	Inv	SUPPLIES	05/16/2013	121.56	0		.00			6/13
				06/05/2013		No				001-050-5026	
Total 05162013					266.86						
Total 10530					266.86						
SIMPSON NORTON			10840								
1424669-00	1	Inv	PARTS	05/24/2013	260.96	0		.00			6/13
				06/19/2013		No				001-040-5024	
DINE, SEAN M.			22066								
280902	1	Inv	REFUND DEPOSIT	05/28/2013	90.48	0		.00			6/13
				06/05/2013		No				002-0002520	
BARRON, OSCAR V			22067								
176104	1	Inv	REFUND OVERPAY	06/03/2013	15.00	0		.00			6/13
				06/05/2013		No				002-0001361	
MAESTAS, KOLTON			22068								
06012013	1	Inv	TRAINING	06/01/2013	40.00	0		.00			6/13
				06/05/2013		No				001-031-5045	
SOUTHWEST SWEEPER SALES			21258								
12219	1	Inv	STREET SWEEPER	05/31/2013	152.68	0		.00			6/13
				06/19/2013		No				007-087-5024	
ALTERNATIVE ENERGY SYSTEMS			10952								
2403	1	Inv	REPAIRS	06/06/2013	525.12	2		.00			6/13
				06/06/2013		No				001-004-5047	

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
QUALITY READY MIX-CEMEX			9955								
9426221467	1	Inv	CON CRETE	05/22/2013	823.25	8	06/06/2013	7.69		6/13	
				06/06/2013		No				007-087-5026	
Total 6/6/2013					4,773.41						

06/06/2013 GL Period Summary

GL Period	Amount
6/13	4,773.41
	4,773.41

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
6/12/2013												
SPANGLERPICS.COM				22069								
32	1	Inv	PHOTOS		06/11/2013	47.50	0		.00			6/13
					06/12/2013		No				001-031-5026	
HOLBROOK VETERINARY CLINIC				20796								
9869	1	Inv	VET SERVICES		06/04/2013	15.00	0		.00			6/13
					06/12/2013		No				001-050-5041	
CABLE ONE 23414-123561-01-8				21945								
06082013	1	Inv	UTILITIES		06/08/2013	46.00	0		.00			6/13
					06/12/2013		No				001-050-5048	
CABLEONE 23414-468281-01-6				21946								
06082013	1	Inv	UTILITIES		06/08/2013	20.53	0		.00			6/13
					06/12/2013		No				001-004-5048	
CABLE ONE 23414-459480-01-5				21944								
06082013	1	Inv	UTILITIES		06/08/2013	46.00	0		.00			6/13
					06/12/2013		No				001-060-5048	
RICOH USA				21881								
5026330316	1	Inv	MAINTENANCE		06/02/2013	73.59	0		.00			6/13
					06/12/2013		No				001-050-5047	
WELLS FARGO REMITTANCE CENTER				20946								
05132013	1	Inv	EQUIPMENT		05/13/2013	286.24	0		.00			6/13
					06/12/2013		No				002-092-5022	
SAM'S CLUB 6604				10530								
2008790277	1	Inv	RESALE ITEMS		06/04/2013	21.68	0		.00			6/13
					06/12/2013		No				001-031-5029	
2048764740	1	Inv	SUPPLIES		06/11/2013	23.78	0		.00			6/13
					06/12/2013		No				001-031-5022	
Total 10530						45.46						
SMITH, KATHLEEN				22039								
06112013	1	Inv	REIMBURSEMENT		06/11/2013	25.00	0		.00			6/13
					06/12/2013		No				006-014-5052	
SHUMWAY INS				10780								
92648	1	Inv	INSURANCE		06/07/2013	1,995.00	0		.00			6/13
					06/19/2013		No				001-093-5051	
FASTENAL				21880								
AZPH99951	1	Inv	SUPPLIES		05/31/2013	791.15	0		.00			6/13
					06/19/2013		No				001-004-5021	
AZPH99947	1	Inv	SUPPLIES		05/31/2013	402.03	0		.00			6/13
					06/19/2013		No				001-004-5021	
Total 21880						1,193.18						
UNITED RENTALS				12394								
9827802-003	1	Inv	EQUIP RENTAL		06/01/2013	1,858.65	1		.00			6/13

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
					06/19/2013		No				007-087-5071	
SERVICE ELECTRIC				10680								
474606	1	Inv	PARTS		05/13/2013	165.15	0		.00			6/13
					06/19/2013		No				001-085-5026	
HIRERIGHT SOLUTIONS INC				21409								
239263	1	Inv	PROFESSIONAL SERVICE		05/31/2013	30.15	0		.00			6/13
					06/19/2013		No				001-085-5041	
NORTH COUNTRY HEALTHCARE				20979								
1052453	1	Inv	PROFESSIONAL FEES		06/05/2013	96.00	0		.00			6/13
					06/19/2013		No				007-087-5041	
243/1060996	1	Inv	PROFESSIONAL FEES		05/14/2013	60.50	0		.00			6/13
					06/19/2013		No				002-091-5041	
243/1060996	2	Inv	PROFESSIONAL FEES		05/14/2013	60.50	0		.00			6/13
					06/19/2013		No				007-087-5041	
Total 1056243/1060996						121.00						
1058021	1	Inv	PROFESSIONAL FEES		05/20/2013	25.00	0		.00			6/13
					06/19/2013		No				001-004-5041	
1058022	1	Inv	PROFESSIONAL FEES		05/20/2013	25.00	0		.00			6/13
					06/19/2013		No				001-085-5041	
Total 20979						267.00						
U.S. POSTMASTER				12330								
OX 366 /2013	1	Inv	BOX /PERMIT RENEWAL		06/05/2013	64.00	0		.00			6/13
					06/12/2013		No				001-098-5042	
OX 656/2013	1	Inv	BOX /PERMIT RENEWAL		06/05/2013	64.00	0		.00			6/13
					06/12/2013		No				001-050-5042	
Total 12330						128.00						
WELDING SERVICES & SUPPLY				12815								
15684	1	Inv	SUPPLIES		06/06/2013	146.46	2		.00			6/13
					06/19/2013		No				002-091-5071	
15674	1	Inv	SUPPLIES		06/05/2013	82.86	2		.00			6/13
					06/19/2013		No				007-087-5024	
Total 12815						229.32						
SAM'S CLUB 6604				10530								
05202013	1	Inv	DARE GRADUATION		05/20/2013	217.14	0		.00			6/13
					06/12/2013		No				001-050-5026	
QUILL OFFICE PRODUCTS				9990								
3208217	1	Inv	SUPPLIES		06/06/2013	27.43	0		.00			6/13
					06/19/2013		No				001-050-5021	
3214679	1	Inv	SUPPLIES		06/06/2013	197.80	0		.00			6/13
					06/19/2013		No				001-050-5021	

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 9990					225.23						
WELDING SERVICES & SUPPLY			12815								
15568	1	Inv	SUPPLIES	05/09/2013	783.00	2		.00			6/13
				05/16/2013		No				001-093-5052	
Total 6/12/2013					7,697.14						

06/12/2013 GL Period Summary

GL Period	Amount
6/13	7,697.14
	7,697.14

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
6/13/2013												
SMARTWORKSPLUS, INC.				21532								
32	1	Inv	CONTRACT SERVICES		06/15/2013	.00	0		.00		6/13	Y
					06/15/2013		No				002-091-5049	
32	2	Inv	CONTRACT SERVICES		06/15/2013	.00	0		.00		6/13	Y
					06/15/2013		No				001-050-5049	
32	3	Inv	CONTRACT SERVICES		06/15/2013	.00	0		.00		6/13	Y
					06/15/2013		No				001-040-5049	
32	4	Inv	COTNRACT SERVICES		06/15/2013	2,723.72	0		.00		6/13	Y
					06/15/2013		No				001-005-5049	
Total 32						2,723.72						
Total 21532						2,723.72						
KISSLING, MERLE T.				22070								
06042013	1	Inv	REFUND SANITATION		06/04/2013	100.00	0		.00		6/13	
					06/13/2013		No				002-000-4690	
O'REILLY AUTO PARTS				21622								
226586	1	Inv	PARTS		05/31/2013	162.94	0		.00		6/13	
					06/19/2013		No				001-085-5024	
226461	1	Inv	PARTS		05/30/2013	14.30	0		.00		6/13	
					06/19/2013		No				001-085-5024	
224057	1	Inv	PARTS		05/10/2013	31.55	0		.00		6/13	
					06/19/2013		No				001-050-5024	
224501	1	Inv	PARTS		05/14/2013	24.08	0		.00		6/13	
					06/19/2013		No				002-092-5024	
226287	1	Inv	PARTS		05/28/2013	39.61 -	0		.00		6/13	
					06/19/2013		No				001-084-5024	
226266	1	Inv	PARTS		05/28/2013	66.12	0		.00		6/13	
					06/19/2013		No				002-091-5024	
225549	1	Inv	PARTS		05/22/2013	.98	0		.00		6/13	
					06/19/2013		No				002-091-5024	
225271	1	Inv	PARTS		05/20/2013	3.62	0		.00		6/13	
					06/19/2013		No				001-085-5024	
224874	1	Inv	PARTS		05/17/2013	85.82	0		.00		6/13	
					06/19/2013		No				002-092-5024	
225525	1	Inv	PARTS		05/22/2013	10.58	0		.00		6/13	
					06/19/2013		No				002-091-5024	
224769	1	Inv	PARTS		05/16/2013	3.29	0		.00		6/13	
					06/19/2013		No				002-091-5024	
Total 21622						363.67						
BALOO, MARLETHA & RAYMOND				22072								
114106	1	Inv	REFUND DEPOSIT		06/06/2013	12.14	0		.00		6/13	
					06/19/2013		No				002-0002520	
MILLS, DAVID				22071								
128911	1	Inv	REFUND DEPOSIT		06/05/2013	52.25	0		.00		6/13	
					06/13/2013		No				002-0002520	
GLOVEDADDY, LLC				21782								
1551	1	Inv	GLOVES		06/06/2013	145.20	0		.00		6/13	

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
				06/19/2013		No				001-050-5021	
Total 6/13/2013					3,396.98						

06/13/2013 GL Period Summary

GL Period	Amount
6/13	3,396.98
	3,396.98

Grand Total: 149,497.84

Report GL Period Summary

GL Period	Amount
6/13	149,497.84
	149,497.84

Vendor Number Hash:	1434212
Vendor Number Hash - Split:	1627083
Total Number of Invoices:	82
Total Number of Transactions:	92

TC	Terms Description	Invoice Amt	Discount Amt	Net Inv Amt
0	Open Terms	46,567.12	7.69	46,559.43
1	NET 20	1,858.65	.00	1,858.65
2	NET 7	64,464.68	.00	64,464.68
8	1% 15TH, NET 30TH	36,607.39	309.01	36,298.38
		149,497.84	316.70	149,181.14

Report Criteria:
Invoice.Vendor No = 9701-99999

R Column: Y = Recurring Payment

Print Form

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

NOTIFICATION TO LOCAL GOVERNING BODY

AGENT CHANGE ☐

ACQUISITION OF CONTROL AND AGENT CHANGE ☐

ACQUISITION OF CONTROL ☑

Liquor License No. 10093067 Application accepted by JB

A.R.S. § 4-203.F

If a person other than those persons originally licensed acquires control over a license or licensee, the person shall file notice of the acquisition with the Director within fifteen business days after such acquisition of control and a list of officers, directors or other controlling persons on a form prescribed by the Director. All officers, directors or other controlling persons shall meet the qualifications for licensure as prescribed by this title. On request, the director shall conduct a preinvestigation prior to the assignment, sale or transfer of control of a license or licensee, the reasonable costs of which, not to exceed one thousand dollars, shall be borne by the applicant. The preinvestigation shall determine whether the qualifications for licensure as prescribed by this title are met. On receipt of notice of an acquisition of control or request of a preinvestigation, the Director shall forward the notice within fifteen days to the local governing body of the city or town, if the licensed premises is in an incorporated area, or the county, if the licensed premises is in an unincorporated area. **The Local Governing Body of the city, town or county may protest the acquisition of control within sixty days based on the capability, reliability and qualification of the person acquiring control. If the Director does not receive any protests, the Director may protest the acquisition of control or approve the acquisition of control based on the capability, reliability and qualification of the person acquiring control.** Any protest shall be set for a hearing before the Board. Any transfer shall be approved or disapproved within one hundred five days of the filing of the notice of acquisition and control. The person who has acquired control of a license or licensee has the burden of an original application at the hearing, and the board shall make its determination pursuant to section 4-202 and this section with respect to capability, reliability and qualification.

ADVENTURE'S FIRST STOP

MAVERIK

MAVERIK, INC.
880 West Center Street
North Salt Lake, Utah 84054
(801) 936-5557

9 May 2013

Arizona Department of License and Control
Attn: Connie Wagner, Deputy Director of Licensing

Dear Ms. Wagner,

I am Maverik, Inc.'s Corporate Secretary and have been asked to explain the ownership structure of Maverik, Inc. Maverik, Inc. is a privately held Wyoming Corporation. During December 2012, FJ Management and affiliates (FJM) entered into various stock transactions with individuals to purchase their stock in Maverik, Inc. The agreements were between FJM and individual shareholders. Maverik, Inc. as a corporation was not involved in any of these transactions.

Prior to these transactions in December 2012, FJM had no ownership in Maverik, Inc. After these transactions, FJM owns 67.5% of Maverik, Inc.

Since these stock transactions were between FJM and individual Maverik, Inc. shareholders, no Maverik, Inc. board meeting minutes were necessary.

Please let me know if you have any questions.

Sincerely,

Spencer C. Hewlett
Secretary

'13 MAY 17 Liq. Lic. AM 3:19

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix, Arizona 85007-2934
(602) 542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = $25.00 per day for 1-10 day events only
A service fee of $25.00 will be charged for all dishonored checks (A.R.S.§ 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW **10** BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY
LICENSE #

1. Name of Organization: Navajo County Fair, Inc.
2. Non-Profit/I.R.S. Tax Exempt Number: 86-0484255
3. The organization is a: (check one box only)
   - ☐ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)
   - ☑ Civic ☐ Religious ☐ Political Party, Ballot Measure, or Campaign Committee
4. What is the purpose of this event? ☑ on-site consumption ☐ off-site consumption (auction) ☐ both

   Annual Navajo County Fair
5. Location of the event: 404 E. Hopi Drive (Address of physical location (Not P.O. Box)) Holbrook (City) Navajo (County) 86025 (Zip)

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. **Applicant**: Sample (Last) Michael (First) (Middle) 10/28/64 (Date of Birth)
7. Applicant's Mailing Address: P.O. Box 115 (Street) Holbrook (City) AZ (State) 86025 (Zip)
8. Phone Numbers: (928) 524-4757 (Site Owner #) (928) 524-4171 (Applicant's Business #) (928) 205-8339 (Applicant's Home #)
9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	09/11/2013	Wednesday	8:00am	10:00pm
Day 2:	09/12/2013	Thursday	8:00am	12:00pm
Day 3:	09/13/2013	Friday	8:00am	2:00am
Day 4:	09/14/2013	Saturday	8:00am	2:00am
Day 5:	09/15/2013	Sunday	8:00am	6:00pm
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

***Disabled individuals requiring special accommodations, please call (602) 542-9027**

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☑ NO (attach explanation if yes)

11. This organization has been issued a special event license for 5 days this year, including this event (not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☑ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name Navajo County Fair, Inc. 100% Percentage

Address 404 E. Hopi Drive/PO Box 309 Holbrook, AZ 86025

Name n/a Percentage

Address

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

10 # Police ☑ Fencing
25 # Security personnel ☑ Barriers

The entire grounds are fenced in with chain link. All gates have security personnel and/or padlocks.

16. Is there an existing liquor license at the location where the special event is being held? ☑ YES ☐ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☑ YES ☐ NO
(ATTACH COPY OF AGREEMENT)

Navajo County Fair, Inc. (928) 524-4757
Name of Business Phone Number

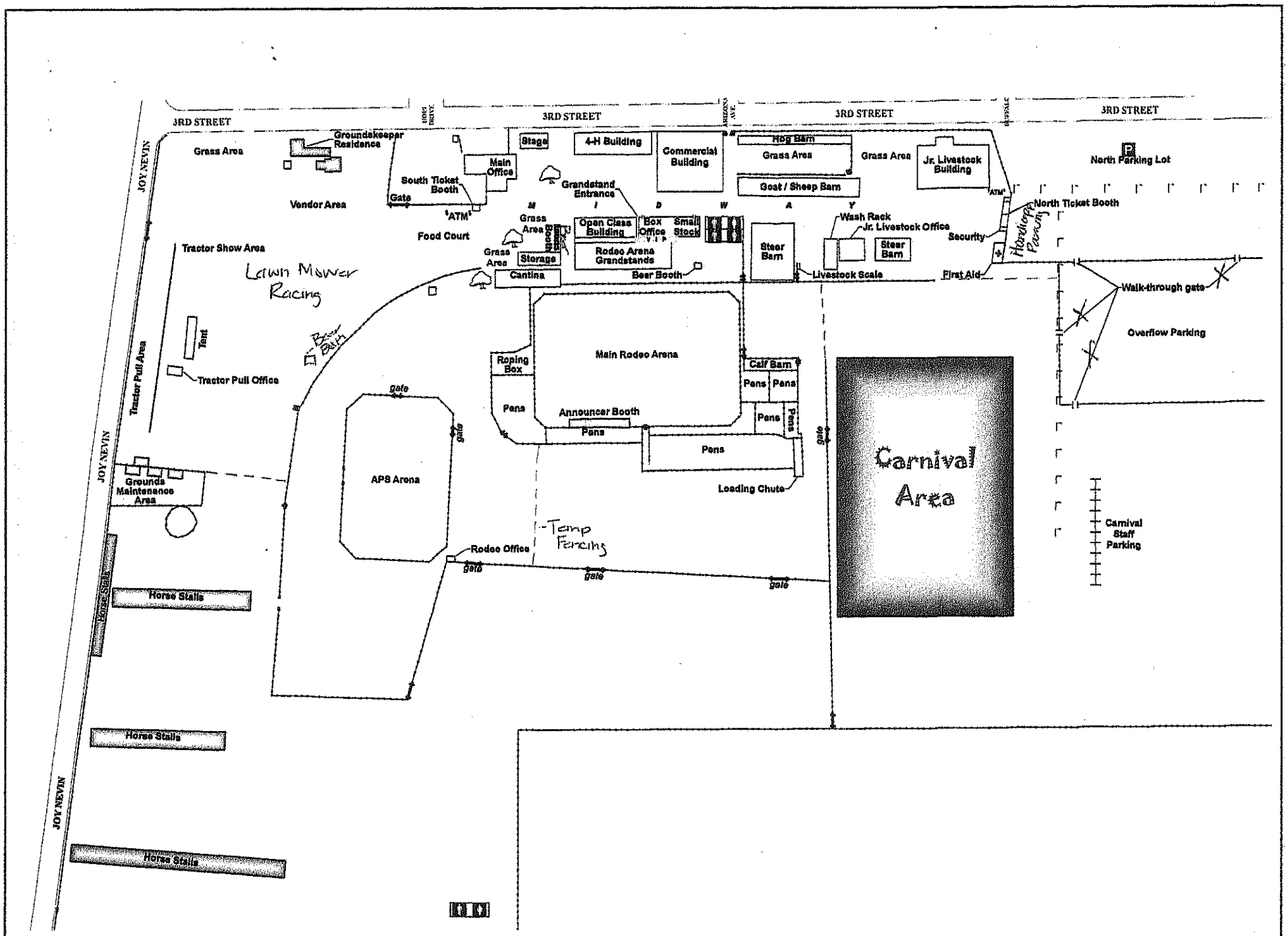
17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.

N↑

– See attached –


3RD STREET
3RD STREET
3RD STREET
3RD STREET
JOY NEVIN
JOY NEVIN
JOY NEVIN
Grass Area
Groundskeeper Residence
Vendor Area
South Ticket Booth
Gate
ATM
Main Office
Stage
4-H Building
Commercial Building
Hog Barn
Grass Area
Grass Area
Jr. Livestock Building
North Parking Lot
Goat / Sheep Barn
Grandstand Entrance
Food Court
Grass Area
Open Class Building
Box Office
Small Stock
Rodeo Arena Grandstands
Grass Area
Storage
Cantina
Beer Booth
Steer Barn
Wash Rack
Jr. Livestock Office
Steer Barn
Security
North Ticket Booth
Livestock Scale
First Aid
Tractor Show Area
Lawn Mower Racing
Tent
Tractor Pull Area
Tractor Pull Office
Roping Box
Main Rodeo Arena
Calf Barn
Pens
Pens
Pens
Announcer Booth
Pens
Pens
Pens
Pens
Loading Chute
Walk-through gate
Overflow Parking
Carnival Area
Carnival Staff Parking
APS Arena
gate
gate
gate
Temp Fencing
Rodeo Office
gate
gate
gate
Grounds Maintenance Area
Horse Stalls
Horse Stalls
Horse Stalls
Horse Stalls

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Michael Sample (Print full name) declare that I am an **Officer/Director/Chairperson** appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X _____ (Signature) President (Title/Position) 06/10/13 (Date) (928) 524-4757 (Phone #)

State of ARIZONA County of NAVAJO

The foregoing instrument was acknowledged before me this 6 (Day) 10 (Month) 2013 (Year)

MINDY HU
Notary Public - Arizona
Navajo Coun
My Comm. Expires M 2014

My Commission expires on: 3-3-14 (Date)

_____ (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Michael Sample (Print full name) declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X _____ (Signature)

State of ARIZONA County of NAVAJO

The foregoing instrument was acknowledged before me this 6 (Day) 10 (Month) 2013 (Year)

MINDY HUNT
Notary Public - Arizona
Navajo County
My Comm. Expires Mar 3, 2014

My Commission expires on: 3-3-14 (Date)

_____ (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County *MUST* recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ (Government Official) _____ (Title) hereby recommend this special event application on behalf of _____ (City, Town or County) _____ (Signature of OFFICIAL) _____ (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____

_____ (Employee) _____ (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

_____ (Title) _____ (Date)

Navajo County Fair
Incorporated

June 10, 2013

Arizona Department of Liquor and Control
800 West Washington, 5th Floor
Phoenix, AZ 85007
(602)542-5141

Re: Liquor License 07090043

To Whom It May Concern:

I am writing this letter to voluntarily suspend our Class 7 Liquor License, License number 07090043 during September 11, 2013, thru September 15, 2013. It is our understanding that nothing will happen to the license during this time.

I, Michael Sample, will be applying for a Special Event License during this time for our Annual County Fair.

If you have any questions, please contact me at (928)524-4757.

Sincerely,

Michael Sample
President
Navajo County Fair

P.O. Box 309, Holbrook, AZ 86025 (928)524-4757 (928)524-4756 fax www.navajocountyfair.com

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

License 07090043

Issue Date: 8/8/1989

Expiration Date: 5/31/2014

Beer & Wine Bar

Issued To:
MICHAEL HAROLD MELLOR, Agent
NAVAJO COUNTY FAIR INC, Owner

Location:
NAVAJO COUNTY FAIR
3RD ST & HOPI DR
HOLBROOK, AZ 86025

Mailing Address:
MICHAEL HAROLD MELLOR
NAVAJO COUNTY FAIR INC
NAVAJO COUNTY FAIR
P O BOX 309
HOLBROOK, AZ 86025

POST THIS LICENSE IN A CONSPICUOUS PLACE

CITY OF HOLBROOK

INVOICE APPROVAL REPORT

BY GL NUMBER WALT'S HARDWARE

05/31/2013 THRU 06/13/2013

TOTAL **$1,151.46**

Report Criteria:
Invoice.Vendor No = 9700

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
6/13/2013											
WALT'S HARDWARE			9700								
06112013	1	Inv	SUPPLIES	06/11/2013	76.14	0		.00			6/13
				06/19/2013		No				001-031-5026	
06112013	2	Inv	SUPPLIES	06/11/2013	182.82	0		.00			6/13
				06/19/2013		No				001-040-5026	
06112013	3	Inv	SUPPLIES	06/11/2013	213.45	0		.00			6/13
				06/19/2013		No				001-093-5026	
06112013	4	Inv	SUPPLIES	06/11/2013	6.47	0		.00			6/13
				06/19/2013		No				007-087-5026	
06112013	5	Inv	SUPPLIES	06/11/2013	5.19	0		.00			6/13
				06/19/2013		No				001-084-5026	
06112013	6	Inv	SUPPLIES	06/11/2013	7.44	0		.00			6/13
				06/19/2013		No				006-014-5057	
06112013	7	Inv	SUPPLIES	06/11/2013	5.68	0		.00			6/13
				06/19/2013		No				006-014-5026	
06112013	8	Inv	SUPPLIES	06/11/2013	63.77	0		.00			6/13
				06/19/2013		No				002-092-5026	
06112013	9	Inv	SUPPLIES	06/11/2013	36.20	0		.00			6/13
				06/19/2013		No				002-091-5026	
Total 06112013					597.16						
05312013	1	Inv	SUPPLIES	05/31/2013	74.42	0		.00			6/13
				06/19/2013		No				002-091-5026	
05312013	2	Inv	SUPPLIES	05/31/2013	234.49	0		.00			6/13
				06/19/2013		No				001-085-5026	
05312013	3	Inv	SUPPLIES	05/31/2013	41.11	0		.00			6/13
				06/19/2013		No				001-093-5026	
05312013	4	Inv	SUPPLIES	05/31/2013	11.32	0		.00			6/13
				06/19/2013		No				001-031-5026	
05312013	5	Inv	SUPPLIES	05/31/2013	12.86	0		.00			6/13
				06/19/2013		No				001-031-5026	
05312013	6	Inv	SUPPLIES	05/31/2013	47.51	0		.00			6/13
				06/19/2013		No				007-087-5026	
05312013	7	Inv	SUPPLIES	05/31/2013	18.29	0		.00			6/13
				06/19/2013		No				006-014-5026	
05312013	8	Inv	SUPPLIES	05/31/2013	10.98	0		.00			6/13
				06/19/2013		No				002-092-5026	
Total 05312013					450.98						
06112013	10	Inv	SUPPLIES	06/11/2013	4.49	0		.00			6/13
				06/19/2013		No				001-031-5026	
06112013	11	Inv	SUPPLIES	06/11/2013	57.07	0		.00			6/13
				06/19/2013		No				001-031-5026	
06112013	12	Inv	SUPPLIES	06/11/2013	12.44	0		.00			6/13
				06/19/2013		No				002-092-5026	
06112013	13	Inv	SUPPLIES	06/11/2013	15.70	0		.00			6/13
				06/19/2013		No				001-060-5026	
06112013	14	Inv	SUPPLIES	06/11/2013	13.62	0		.00			6/13
				06/19/2013		No				001-050-5026	

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
Total 06112013				103.32						
Total 9700				1,151.46						
Total 6/13/2013				1,151.46						

06/13/2013 GL Period Summary

GL Period	Amount
6/13	1,151.46
	1,151.46

Grand Total:	1,151.46

Report GL Period Summary

GL Period	Amount
6/13	1,151.46
	1,151.46

Vendor Number Hash:	29100
Vendor Number Hash - Split:	213400
Total Number of Invoices:	3
Total Number of Transactions:	22

TC	Terms Description	Invoice Amt	Discount Amt	Net Inv Amt
0	Open Terms	1,151.46	.00	1,151.46
		1,151.46	.00	1,151.46

Report Criteria:
Invoice.Vendor No = 9700

R Column: Y = Recurring Payment

ORDINANCE 13-04

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF HOLBROOK, ARIZONA, AUTHORIZING THE SALE OF REAL PROPERTY BY THE CITY OF HOLBROOK: NAMELY PARCEL NUMBERS 109-35-002A, MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO

Recitals:

WHEREAS, owns property know as Parcel Number 109-35-002A more fully described in exhibit A; and

WHEREAS, an ordinance is required by the Holbrook City Charter, section 7.05(f) to sell 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 sold to Paul and Robin Gonzales 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 sale between and the City of Holbrook.

Passed and adopted by the affirmative vote of not less six of the seven persons of the Mayor and the Council of the City of Holbrook, Arizona this _____day of _____, 2013.

_____
Jeff Hill, Mayor

ATTEST:

_____
Cher Reyes, CMC, CPM, City Clerk

Approved as to Form:

_____
Sterling T. Solomon, City Attorney

Exhibit A

PARCEL 109-35-002A

SIERRA PLAZA: LOT 3, BLOCK 1

AGREEMENT FOR SALE OF REAL PROPERTY

DATE: The effective date of this Agreement shall be the _____ day of _____, 2013.

PLACE: Holbrook, Arizona

PARTIES: PAUL AND ROBIN GONZALES, buyers, hereinafter referred to as "GONZALES', and CITY OF HOLBROOK, An Arizona Municipal Corporation, buyer, hereinafter known as "CITY."

PURPOSE: To set forth the rights, responsibilities, and duties of the parties in connection with the transfer of certain real property in Holbrook, Arizona, legally described on Exhibit "A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Sale of Property**. The City of Holbrook agrees to sell to Gonzales' the property more particularly described in Exhibit "A" and attached hereto and made a part hereof, in exchange for $1000.00

2. **Conditions Precedent to Close**. Prior to close of escrow, a preliminary title report relating to the property will have been issued by Pioneer Title Agency Company, in a form which shows there are to be no exceptions to be contained therein other than the standard or usual exceptions, reservations, taxes, assessments, and easements for utilities, rights-of-way, and drainage easements common to that area, and which would not impair the ability of Gonzales to use the property.

3. **Documents**. Gonzales and the City shall deposit in escrow all funds and other documents required prior to the close of escrow which are necessary to comply with the terms and conditions of this Agreement.

4. **Closing**. Escrow shall close on or before the ____ day of _____, 2013.

5. **Escrow**. Either prior to or within five (5) days following the execution of this Agreement, the parties shall cause an escrow to be opened at Pioneer Title Company for the purpose of carrying out the provisions of this Agreement.

5.1 Each party agrees to execute escrow instructions and any further instruments which may be necessary to consummate the transaction and effectively convey and assign the subject project from the City of Holbrook to the Gonzales', and to deposit into escrow all sums and documents which the escrow instructions shall call for, then to deposit from time to time.

5.2 The following documents shall be deposited into escrow on or before closing:

(a) Warranty Deeds in the customary form for the parcels of property being sold, duly executed, acknowledged, and recordable, in recordable form sufficient to convey the fee title to the subject property.

(b) A standard owners' policies of title insurance issued by Pioneer Title Agency Company in the amount of the total purchase price, insuring the title of the parcel of property being sold, subject to the exceptions as set forth in Paragraph 2 above, or as approved by the City.

5.3 Gonzales' shall pay all the escrow fees and costs .

5.4 The parties hereto do not intend that either the escrow instructions or the acts or actions of either of the parties in executing the same shall supersede or be construed as superseding this Agreement; but such escrow instructions shall be deemed as merely supplemental to this Agreement as a means of carrying out and consummating the contract provided for in this

Agreement.

6. **Passage of Title**. The City of Holbrook, will immediately deed the property in exhibit A to Gonzales' upon close of escrow.

7. **Possession of Property**. Gonzales' shall be entitled to possession of the transferred property following close of escrow.

8. **Mutual Cooperation**. Each party covenants and agrees that it will cooperate reasonably with the other party to carry out this Agreement.

9. **Proration**. All real estate taxes, and any other item subject to proration, shall be prorated as of the close of escrow.

10. **Entire Contract**. This Agreement shall constitute the entire contract between the parties and may not be modified except by an instrument in writing, signed by each of them.

11. **Construction**. This contract shall be construed in accordance with the laws of the State of Arizona. This contract was drafted by City as a matter of convenience only and shall not be construed for or against either party.

12. **Notices**. Any notices required to be given to City or Gonzales' under the terms of this Agreement shall be deemed given five (5) days after mailed by certified mail, postage prepaid, addressed to the appropriate party at their respective addresses:

If to City: CITY OF HOLBROOK
Attention: City Manager
P. O. Box 970
Holbrook, AZ 86025

If to Paul and Robin Gonzales: _____
_____

13. **Time is of the Essence**. The parties acknowledge that the closing dates of escrow are important and agree that time shall be of the essence of the Agreement with reference to such closing date.

14. **Inconsistency**. In the event of any inconsistency between this Agreement and the escrow instructions, this Agreement shall govern.

15. **Attorney's Fees**. If any action is brought by either party in respect of its rights under this Agreement or the closing documents, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

16. **Binding on Successors.** This agreement shall be binding upon and inure to the benefit of the parties and any of their respective successors, assigns, representatives, agents or attorneys.

IN WITNESS WHEREOF, the parties hereunto have signed this agreement the day and year first above written.

PAUL AND ROBIN GONZALES:

THE CITY OF HOLBROOK

_____
Paul Gonzales

_____
Robin Gonzales

BY_____
Ray Alley, Manager, City of Holbrook

ATTEST:

_____
Cher Reyes, CMC, CPM, City Clerk

APPROVED AS TO FORM:

Sterling S. Solomon, City Attorney

SEI Real Estate Professionals

211 North Main Street, Snowflake Arizona 85937 – 1-888-973-4737

April 25, 2013

Mr. Ray Alley - City Manager
City of Holbrook
465 First Avenue
Holbrook, Arizona 86025

I have made an analysis of Navajo County Parcel 109-35-002A. This parcel is approximately 12,196 square feet in size or 0.28 Acres. The property is located, east of Greer Avenue and South of Greer Drive in Holbrook Arizona. The property is currently vacant land and is a land locked parcel with limited access. Overall, because the limited access, I estimate that the subject property could be sold for **$1,000**. It is likely that the buyer of this type of property would be an adjacent land owner. It would be my pleasure to assist you in the transaction, or with any business consulting needs. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved. I have no bias with respect to the property that is the subject of this report or to the parties involved. This broker's price opinion is an opinion of price based on data obtained from county records and the multiple listing services. This broker's price opinion is not an appraisal and does not imply value or a highest and best use of the subject property.

David Mills
SEI Real Estate Professionals
211 North Main Street
Snowflake, Arizona 85937
azreo@cableone.net
928-255-4095

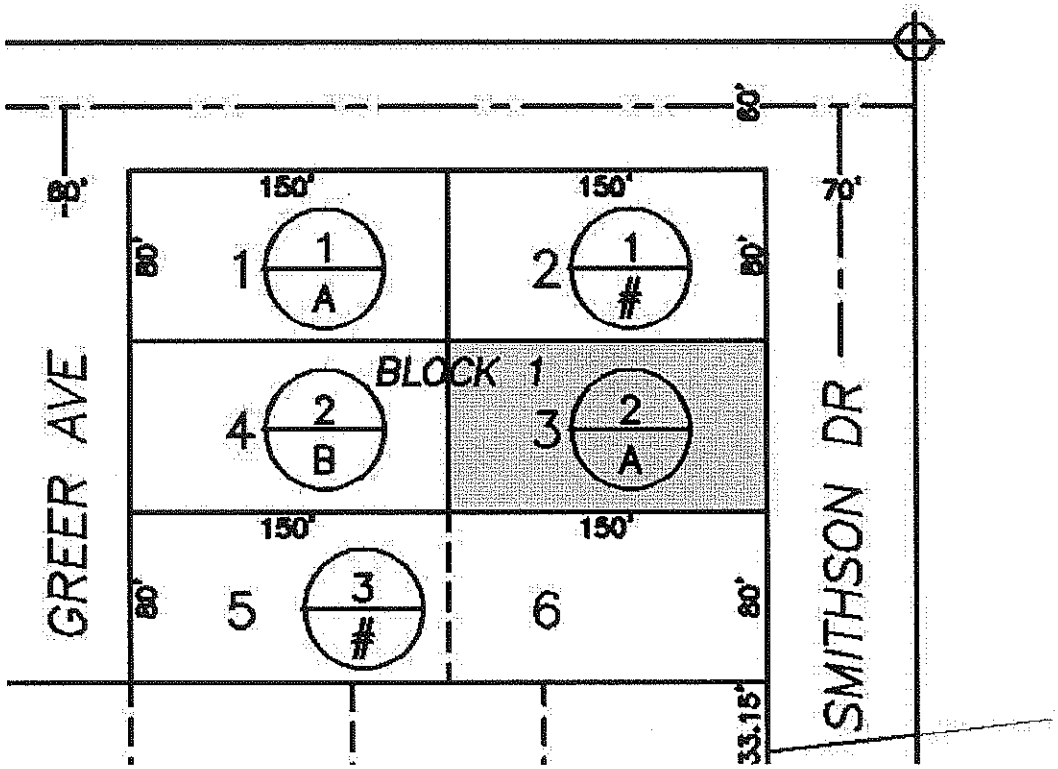
Legal Description

SIERRA PLAZA: LOT 3,BLOCK 1

Navajo County Parcel: 109-35-002A

Parcel Size: 12,196 Sqft, 0.28 Acres

Plat Map



Location Map

Governor Jan Brewer

State of Arizona
Arizona Department of Real Estate
License Certificate

Name:	MILLS, DAVID	Nickname:	Not Applicable
License Number:	SA526366000	License Status:	Active
License Type:	Real Estate Salesperson	PC/PLC Name:	Not Applicable
Original License:	3/26/2001	Expiration Date:	3/31/2013
Employer:	SEI REAL ESTATE PROFESSIONALS 211 N MAIN STREET SNOWFLAKE, AZ 85937		

Judy Lowe
Real Estate Commissioner

This information is valid as of 5/14/2010 10:38:32 AM and reflects the licensing record at that time. The official license can only be viewed electronically through the Department's website at www.azre.gov. This certificate is a ceremonial representation of the license and should not be considered the official license.

Copyright 2008 Arizona Department of Real Estate, All Rights Reserved

ORDINANCE 13-05

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF HOLBROOK, ARIZONA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY BY THE CITY OF HOLBROOK: NAMELY PARCEL NUMBERS 109-19-300, MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO

Recitals:

WHEREAS, owns property know as Parcel Number 109-19-300 more fully described in exhibit A; and

WHEREAS, an ordinance is required by the Holbrook City Charter, section 7.05(f) to acquire 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 acquired from the The Estate of Otila Dominguez, by the Navajo County Public Fiduciary, as Administrator 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 acquisition between the Estate of Otila Dominguez, by the Navajo County Public Fiduciary , as Administrator and the City of Holbrook.

Passed and adopted by the affirmative vote of not less six of the seven persons of the Mayor and the Council of the City of Holbrook, Arizona this _____day of _____, 2013.

_____
Jeff Hill, Mayor

ATTEST:

_____
Cher Reyes, CMC, CPM, City Clerk

Approved as to Form:

_____
Sterling T. Solomon, City Attorney

EXHIBIT A

Parcel 109-19-300

The South 66" of Lot(s) 22-Lot(s) 24, of Holbrook Townsite

ESCROW INSTRUCTIONS TO: Pioneer Title Agency, Inc.

3380 Stonebridge Trail
Heber, AZ 85928
(928) 535-9220

Escrow No: 03750731-SAM Date: May 16, 2013 Escrow Officer: Shelley Moore

The Estate of Otila Dominguez, Deceased, by the Navajo County Public Fiduciary, as Administrator

(herein called Seller) whose address is PO Box 668, Holbrook, AZ 86025 Phone **(928) 524-4353**

City of Holbrook, a Municpal Corporation

(herein called Buyer) whose address is Post Office Box 970, Holbrook, AZ 86025 Phone **(928) 524-6225**
hereby employ Pioneer Title Agency, Inc. to act as Escrow Agent in connection with a sale of the following described property situated in Navajo County, Arizona, by Seller to Buyer upon the following terms and conditions, which shall be complied with by said parties on or before June 14, 2013 ("Close of Escrow"), except as otherwise specified herein.

The South 66' of Lot(s) 22 - Lot(s) 24, of HOLBROOK TOWNSITE

which Seller represents to be: **103 N 2nd Street, Holbrook, AZ 86025**, Tax Parcel No. **109-19-300**

SALES PRICE to be paid by Buyer which is represented by:	$ N/A	***Items Marked With "X" Are The Obligations Each Party Will Pay.***	SELLER	BUYER
EARNEST MONEY TO BE DEPOSITED IN ESCROW	$ N/A	TAXES 2012 And Prior	✓	
		2013 And Future		✓
		Prorate To **N/A -- property is presently tax exempt**		
CASH PAYMENT TO BE DEPOSITED IN ESCROW	$ N/A	RECORDING FEES:		
		Deed		✓
		Encumbrance		
BALANCE OF	$	Agreement		
The parties herein state that there is NO CONSIDERATION ($ -0-) being paid for this property and that property is being "Gifted" to the Buyer in exchange for services rendered to the Seller's Estate. Buyer agrees that for the purposes of issuing title insurance on the property described, a value of $_____ shall be used.		Release of Encumbrance		
		Affidavit of Value		✓
		Other: Appt of Administrator		✓
		ESCROW FEES		✓
		OWNER'S TITLE INSURANCE POLICY		✓
		LENDER'S TITLE INSURANCE POLICY		

SEE PAGE 2 FOR BUYER AND SELLER ADDITIONAL SALE TERMS AND CONDITIONS, IF ANY, FOLLOWED BY TERMS AND CONDITIONS OF ESCROW.

These Escrow Instructions contain Buyer and Seller Additional Sale Terms and Conditions, if applicable, along with 32 paragraphs of Terms and Conditions of Escrow, exclusive of any addenda, supplements or attachments. Please ensure that you have received and read all paragraphs of these Escrow Instructions, as well as any addenda, supplements or attachments.

THE STATE OF ARIZONA
GAME AND FISH DEPARTMENT
5000 W. CAREFREE HIGHWAY
PHOENIX, AZ 85086-5000
(602) 942-3000 • WWW.AZGFD.GOV

GOVERNOR
JANICE K. BREWER
COMMISSIONERS
CHAIRMAN, J.W. HARRIS, TUCSON
ROBERT E. MANSELL, WINSLOW
KURT R. DAVIS, PHOENIX
EDWARD "PAT" MADDEN, FLAGSTAFF
DIRECTOR
LARRY D. VOYLES
DEPUTY DIRECTOR
TY E. GRAY

April 30, 2013

Randall Sullivan
Parks Department
City of Holbrook
P O Box 970
Holbrook, Arizona 86025

Dear Mr. Sullivan:

Congratulations! The project listed below has been awarded Heritage Grant funding. As you are aware, funding of projects is based on how each project is rated compared to all of the other proposed projects. Projects are then funded in their ranked order. The proposal that you submitted is eligible for funding.

Fund dollars requested: $ 6,150	Funds Awarded: $ 6,150
Project Number Assigned: U13003	

Enclosed are two copies of the Grant-In-Aid Participant Agreement. Please review this Agreement carefully and have both copies signed by the individual authorized to represent your organization. Return both copies of the Agreement to the attention of the Heritage Grants Coordinator. One copy of the Agreement, with original signatures by both parties, will be returned to you.

If you have any questions regarding the enclosed Agreement, please contact the Heritage Grants Coordinator, Robyn Beck at (623) 236-7530.

Congratulations once again. We look forward to working with you on this project.

Sincerely,

Marty Herrera
Heritage Fund Administrator

MH:rb
Enclosures

Arizona Game and Fish Department

Grant-In-Aid Participant Agreement

Participant refers to: **City of Holbrook**
DEPARTMENT refers to: Arizona Game and Fish Department, acting pursuant to and under authority of the Arizona Game and Fish Commission.

In consideration of the mutual promises and other considerations contained herein, this participant agreement is entered into by and between the DEPARTMENT and PARTICIPANT and becomes effective on the date of signing by the Arizona Game and Fish Department Director.

PROJECT NAME: Hidden Cove Park Wildlife Viewing Activity Packs and Field Guides	
PROJECT DESCRIPTION: Hidden Cove Park (HCP), a regional attraction is located by I-40 Route 66 and Petrified Forest National Park, so it is vital that wildlife viewing is available there. Ten packs equipped with binoculars and field guides will aid viewing and identifying wildlife on guided walks. 1,000 field guides will include a 100 HCP species and will be available to the public and tour participants. These items will increase guest awareness of wildlife, improve viewing of wildlife, foster protection of natural resources and strengthen collaboration between the private and public sectors.	
PARTICIPANT NAME: City of Holbrook	**PROJECT NUMBER: U13003**
FUND SOURCE(S): Heritage - Urban Wildlife and Urban Wildlife Habitat	**FUND AMOUNT: $ 6,150**
PROJECT PERIOD: **From:** Date of Signature of Arizona Game and Fish Department Director	**To:** Three (3) years from date of signature of Arizona Game and Fish Department Director
AWARD FISCAL YEAR: 2013	
SPECIFIC SCOPE OF WORK: See Attachment A	**SPECIAL CONDITIONS:** See Attachment B
LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT: ARS § 17-231 (B) and ARS § 17-296, et seq.	

HERITAGE GRANT PROGRAM
GRANT-IN-AID PARTICIPANT AGREEMENT

BETWEEN THE ARIZONA GAME AND FISH COMMISSION
AND **City of Holbrook**

This Heritage Fund Grant-in-Aid Participant Agreement ("Agreement") is entered into between the Arizona Game and Fish Commission ("Commission") and City of Tucson("Grantee") (collectively "Parties" and singularly "Party") pursuant to A.R.S. § 17-231 (B)(7). The terms "Department" and "Director" refer to the Arizona Game and Fish Department and its Director, acting as administrative agent for the Commission.

WHEREAS, the Commission believes it is important to collaborate with other agencies or organizations in conserving Arizona's wildlife and preserving Arizona's wildlife heritage;

WHEREAS, the Commission wishes to foster this valuable relationship by granting funds to the Grantee to carry out the project(s) set forth in the Grantee's approved grant application ("Application"), which is incorporated herein and attached as Exhibit A, in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the above premises, the Parties hereto agree as follows:

I. The Commission agrees that the Department shall:

1. Provide to the Grantee **$ 6,150** to carry out the project(s) set forth in the Grantee's Application. The Grantee shall place all grant monies received in a non-interest bearing account.

   Payment shall be made as follows:
   a. 90 percent payable upon execution of this Agreement.
   b. 10 percent, less any adjustment for actual expenditures, upon receipt of a written request and a certification of project completion from the Grantee.

2. Not reimburse the Grantee for items other than those defined in this Agreement.

3. Not make any grant payment on the remaining 10 percent until the Grantee has submitted all past due project status reports.

II. Grantee shall:

1. Deposit all amounts received under the terms of this Agreement to appropriate accounts for each project under the name and number of the project and use such non-interest bearing funds to fulfill the purposes set forth in the Grantee's

Application. Should the Grantee use funds provided to it under this Agreement for purpose(s) other than those set forth in the Grantee's Application, this Agreement shall terminate automatically and the Grantee shall return to the Department all misappropriated and unused funds. The Grantee shall not use grant funds for the purpose of producing income. The Grantee shall not use grant funds to pay compensation in excess of the established salary for any permanent public employee. The funds shall be expended only for grant work as authorized under the terms of this agreement

2. Maintain full accounting of all actual expenses associated with completing this project and provide copies to the Department as requested.

3. Publicly acknowledge that Commission funds were used to assist project accomplishments. All materials prepared in the performance of this Agreement shall be acknowledged as having been funded by the Arizona Game and Fish Department and the Arizona Wildlife Conservation Fund.

4. Install a permanent sign that credits the Fund and contains the official Department logo and states that funding for the project(s) has been provided by the Commission at the project site, if a project involves acquisition of property, development of public access or renovation of a habitat site.

5. Submit semi-annual project status reports that include the following information: 1) Progress toward completing approved work; 2) An itemized, cumulative project expenditure sheet; 3) Any anticipated delays or other problems that may prevent on-time completion of the project; 4) Any additional information that the Department requests in accordance with this Agreement.

6. Operate and maintain grant-assisted capital improvements, provide reasonable protection of any project improvements, and ensure that reasonable public access is maintained as specified in this Agreement.

7. Return to the Department any unused monies upon completion of the awarded project. The Grantee may make a written request that the Department award the unused monies for an additional project that is consistent with the original scope of work.

III. The Commission and the Grantee mutually agree and understood that:

1. At its discretion, the Department may conduct periodic on-site inspections of the project(s) at all reasonable times. Before final payment is released, the Department may perform a completion inspection and review of an awarded project.

2. In the event of a conflict between the terms of this Agreement and the Grantee's Application, the terms of this Agreement shall govern.

3. This Agreement shall become effective upon the date of final signature and shall continue for a period not to exceed three (3) years. This Agreement may be amended at any time by mutual agreement of the parties in writing. It may be terminated by either party upon thirty 30 days written notice to the other Party. Upon termination, the Grantee shall cease all work performed pursuant to this Agreement and return any unused funds to the Department.

4. The Parties may amend the terms of this Agreement by mutual written consent. The Department shall prepare any approved amendment in writing, and both the Department and the Grantee shall sign the amendment. An amendment lacking a required signature is invalid.

5. The DEPARTMENT may temporarily suspend grant assistance under the project pending required corrective action by the GRANTEE or pending a decision to terminate the grant by the DEPARTMENT by notifying the GRANTEE in writing. Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he or she may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract

6. The DEPARTMENT may terminate the project in whole or in part at any time before the date of completion, whenever it is determined that the GRANTEE has failed to comply with the terms or conditions of the grant. In case of default, the DEPARTMENT will provide written notification. The GRANTEE will have ten days to correct the default or show cause. The DEPARTMENT will promptly notify the GRANTEE in writing of the determination and the reasons for the termination, together with the effective date. All payments made to the GRANTEE shall be recoverable by the DEPARTMENT under the project terminated for cause.

7. The DEPARTMENT or GRANTEE may terminate grants in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date of the termination and, in the case of partial termination, the portion to be terminated. The GRANTEE shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The DEPARTMENT may allow full credit to the GRANTEE for the grant share of noncancelable obligations properly incurred by the GRANTEE before termination.

8. The GRANTEE may require specific performance of the terms of this agreement or take legal steps necessary to recover the funds granted if the GRANTEE fails to comply with the terms of the grant or breaches any condition or special condition of the grant agreement.

9. The remedies expressed in this agreement are not intended to limit the rights of the DEPARTMENT. This agreement shall not in any way abridge, defer, or limit the DEPARTMENT'S right or remedy under law or equity that might otherwise be available to the DEPARTMENT.

10. If the GRANTEE violates state law or this agreement, the DEPARTMENT may seek recovery of all funds granted and classify the GRANTEE as ineligible for heritage Funds grants for a period not to exceed five (5) years.

11. Remedies may include repayment of the grant if the GRANTEE fails to provide for operation and maintenance of the equipment, facilities or product of any Heritage grant funded project during the Term of Public Use. The GRANTEE shall reimburse the Heritage Fund as follows:

Years maintained within term of Public Use	Grant Repayment Required
0-20%	100%
21-40%	75%
41-60%	50%
61-80%	25%
81-100%	0%

12. All written notices concerning this Agreement shall be delivered in person or sent by certified mail, return receipt requested, to the Parties as follows:

    A. For the Commission and Department:
    Grants Coordinator
    Directors Office Funds/Planning Section
    Arizona Game and Fish Department
    5000 W. Carefree Highway
    Phoenix, Arizona 85086

    B. For the Grantee:
    City of Holbrook
    Parks Department
    P O Box 970
    Holbrook, Arizona 86025

13. In carrying out the terms of this Agreement, the Parties agree to comply with Executive Order 2009-09 prohibiting discrimination in employment, the provisions of which are incorporated herein by reference.

14. Pursuant to A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement.

15. The GRANTEE shall use equipment purchased with grant funds for a public purpose for the useful life of the equipment, or surrender the equipment to the DEPARTMENT upon completion of the project, whichever comes first, if the equipment purchased with grant funds has an acquisition cost of greater than $500. If the equipment is sold, the GRANTEE shall pay the DEPARTMENT the amount of any resulting proceeds in the ratio equivalent to the funds provided for the purchase.

16. To the extent required under A.R.S. § 12-1518, the Parties agree to use arbitration to resolve any dispute arising under this Agreement, with each Party to bear its own attorneys' fees and costs.

17. Unless the GRANTEE is a State agency, or an agency of the United States of America, the GRANTEE shall indemnify, save and hold harmless the DEPARTMENT, and the State of Arizona, its agents, departments, officers and employees from all claims, loss, damage, liability, expense, costs, and charges incident to or resulting in any way from any injuries or damage to any person or any damage to any property caused by or resulting from the issuance of or the performance of services rendered as part of this agreement

18. Assignment-Delegation: No right or interest in this contract shall be assigned by the GRANTEE without the prior written permission of the DEPARTMENT, and no delegation of any duty of the GRANTEE shall be made without the prior written permission of the DEPARTMENT.

19. This Agreement is subject to termination for conflict of interest pursuant to A.R.S. § 38-511.

20. This Agreement shall terminate automatically if funds necessary to carry out this Agreement are not allocated or available to the Commission or the Department. In the event of such termination, the Commission and the Department shall incur no obligation or liability to the Grantee under this Agreement.

21. This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.

22. All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations. If Grantee violates state or federal law or this Agreement, the Department shall seek recovery of all monies awarded and classify the Grantee as ineligible for grant monies for a period not to exceed five (5) years.

23. The attached Application and estimated cost sheet is hereby incorporated and becomes a part of this Agreement.

24. It is understood by the Parties that the Grantee is an independent contractor with respect to Arizona and not an employee of the Department. The Department will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits to the Grantee.

25. Grantee's employees, if any, who perform services for the Department under this Agreement are bound by the provisions of this Agreement. At the request of the Department, the Grantee shall provide adequate evidence that such persons are the Grantee's employees.

26. Grantee acknowledges its obligation to obtain appropriate insurance coverage for the benefit of the Grantee (and Grantee's employees, if any). The Grantee waives any rights to recovery from the State of Arizona, the Commission or the Department for any injuries or property damage that the Grantee (and/or Grantee's employees) may sustain while performing services under this Agreement and that are a result of the negligence of the Grantee or Grantee's employees.

27. If Grantee contracts with a third party or subcontractor, the Grantee shall be responsible for ensuring said third party's or subcontractor's compliance with the terms of this Agreement, and Grantee shall be responsible to the state of Arizona, the Commission and the Department if the third party or subcontractor defaults or violates any terms or conditions of this Agreement.

28. If applicable, Grantee shall ensure that the value of real property purchased with grant assistance is appraised by a state certified appraiser within six (6) months before its acquisition, in accordance with the Uniform Standards of Professional Appraisal Practice. The Department reserves the right to select an appraiser for an independent evaluation if the Department has evidence that the participant's appraised value of the real property is not accurate.

29. The Parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors," the provisions of which are hereby incorporated by reference.

30. Any special terms and conditions attached hereto as Exhibit B are hereby incorporated into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date below:

City of Holbrook

_____

[Name]
[Title]

_____

[Date]

ARIZONA GAME AND FISH COMMISSION

_____

Larry D. Voyles
Secretary to the Commission
Director, Arizona Game and Fish Department

_____

[Date]

Arizona Game and Fish Department
GRANT-IN-AID PARTICIPANT AGREEMENT
Approved Project Scope
Exhibit B

Project Name: **Hidden Cove Park Wildlife Viewing Activity Packs and Field Guides**
Project Number: **U13003**

Listed below are the funding categories, as approved by the DEPARTMENT, for activities to be undertaken with grant funds, match and donations.

Grant Funds Awarded For:	
Pre-agreement	$0
Development	$6,150
Acquisition	$0
Personnel	$0
Other	$0
Total Grant Funds Awarded:	**$6,150**
Match	$5,100
Total Project Costs:	**$11,250**

Special Conditions

All materials produced must give credit to the Department's Heritage Fund.

The draft text, final text and artwork for brochure and activity guide shall be submitted to the Department for review for completeness and accuracy at least sixty (60) days prior to printing.

Participant must maintain and secure day packs, binoculars, cleaning kits and bird field guides for the purpose described in the application.

Participant shall maintain records of day packs being checked out and submit records with semi-annual reporting due January and July.

CITY OF HOLBROOK
SPECIAL EVENT APPLICATION

Holbrook Police Department
120 East Buffalo St.
P.O. Box 656
Holbrook, AZ 86025
(928)524-3991 phone
(928)524-6415 fax
jacksonhpd@cableone.net

Thank you for choosing Holbrook for your exciting event. Our job is to help you enjoy successful planning. Please read this application thoroughly and complete all portions. This application is reviewed by several service providers in the City and may require supporting documentation and inspections. Be sure to plan early! We recommend you start the application process no later than **20 days prior** to your event. If you follow this application "by the numbers", you'll be done in no time. If something does not apply, please write N/A (not applicable) in the space provided.

Event and Contact Information

1. Name of Event: Holbrook Gearhead Burn Out Competition
2. Date(s) of Set-up: July 12 - 2013 5-6 P.M. 3. Hour(s) of Set-up:
4. Date(s) of Event: July 12 - 2013 6-8 P.M. 5. Hour(s) of Event:
6. Location of Event : West End Park *

   notice: (if private property is used, a letter authorizing use by the owner must be attached):
7. Description of Event: Tire smoking burn out competition
8. Name of Responsible/Contact Person: Earl Kester 928-241-2319 Tim McPherson 928 241-0113
9. Street Address: 1953 First Ave.
10. City: Holbrook 11. State: AZ 12. Zip: 86025
13. Home Phone: 928-524-3104 14. Work Phone: 928-241-2319 15. Fax: Adrian Tubbs 241-0505
16. Name of Corporation: N-A 17. State of Incorporation:
18. Tax I.D. No: 19. Sales Tax No: N-A
20. Will liquor be served or sold a the event? NO If yes, attach a copy of your State of Arizona Liquor License.

City Services Section:

1. Will you need water connections? yes If yes, describe: Fire truck to wet down concrete
2. Will you need electrical connections? NO If yes, describe:

Site Plan

A site plan is required for all events. Your site plan should be drawn on 8 ½ X 11 paper and attached to this application. Please include an illustration of your event for all that apply: Controlled access points, open flames or cooking areas, tents & canopies, portable restrooms, first aid stations, handicap parking areas, electrical cord layouts including generator locations, trash receptacles, temporary fencing, emergency access, liquor distribution areas.

If your application is for a parade or race route, include a plan that indicates vehicle/pedestrian control, detour routes, directional signs, street closures, (including sidewalks, streets, alleys, rights-of-way, parking lots or other public access areas). Also indicate assembly and disassembly areas.

Service Provider Review Section:

Have the service provider sign off on each section below. The fire department and police department must review ALL applications. Review from other service providers is required only if you desire service from that department.

REQUIRED:

_____ Fire Chief Comments:

_____ Chief of Police Comments: Must set up with fire dept for fire truck due to possibility of fire from burning rubber.

IF SERVICE IS DESIRED:

_____ Parks/Recreation Comments:

_____ Water Dept Comments:

_____ Streets/Barricade Comments:

_____ Trash Collection Comments:

Things to Remember:

We want your event to be a successful & recurring activity the entire community enjoys. We will develop a solid partnership if you keep the following points in mind:

1. Before driving a vehicle on any park or grass area, or driving any stakes, check with parks & recreation to ensure you won't damage sprinklers, drainage areas, or landscaping. Be sure to mark stakes and guidelines to avoid a tripping hazard. Please replace any loose turf and patch asphalt that may be damaged by stakes. The applicant is responsible for any damage to City property or utilities.

2. Portable toilets may not be placed on any sidewalks or grass area. It is the responsibility of the permit holder to provide an adequate number of portable toilets, which must be rented, maintained, and serviced, by the permit holder. If a City site includes restrooms, it is the responsibility of the permit holder to clean and restock the restrooms during the course of the event. Fees may be charged if the restrooms are damaged or are not cleaned & restocked.

Things to Remember (continued):

3. Electrical cords & connections must be weatherproof. Cords extending over sidewalks or walkways must be covered to prevent tripping.

4. Approved fire extinguishers are required at all sites where heat, flame, cooking, sparks, fuel or bottled gas is present. Grease may not be dumped on site, in trash receptacles or in storm drains. Grease must be completely removed from the site and disposed of properly by the permit holder.

RESOLUTION 13-07

A RESOLUTION OF THE CITY OF HOLBROOK, NAVAJO COUNTY, ARIZONA, AUTHORIZING ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE PURPOSE OF PAVEMENT PRESERVATION AT THE HOLBROOK AIRPORT

WHEREAS, Now therefore be it resolved by the Mayor and Council of the City of Holbrook to enter into an Intergovernmental agreement with the State of Arizona Department of Transportation for the purpose of the exchange of funds in the amount of $422,342.00

-SECTION 1: That the City of Holbrook Airport pavement preservation improvements are in the best interest of the residents of the City of Holbrook.

-SECTION 2: That the State of Arizona has approved the exchange of $422,342.00 grant funds to the City of Holbrook for the purpose of the Airport pavement preservation.

-SECTION 3: That the City Manager is authorized to sign any necessary documents to accomplish improvements to the Holbrook Airport including the above mentioned Intergovernmental agreement with the State of Arizona Department of Transportation.

Passed and adopted by the City of Holbrook, Navajo County, Arizona this the 18th day of June 2013.

_____
Jeff A. Hill, Mayor

Attest: _____
Cher Reyes, CMC, CPM, City Clerk

Approved as to form:

_____
Sterling Solomon, Attorney

MPD Agreement No	**JPA 13-124**
AG Contract No	**P0012011001584**
CAR Agreement No	
Project No	**E4S1F01C**
CFDA	**State Funded**
Project Description	**ADOT Airport Pavement Management System Program**
Airport	**Holbrook Municipal Airport**

JOINT PROJECT AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
CITY OF HOLBROOK

THIS AGREEMENT JPA 13-124 is entered into this _____ day of _____, 2013, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, herein referred to as the "STATE" and the CITY OF HOLBROOK, a political subdivision of the State of Arizona, herein referred to as the "SPONSOR". The State of Arizona, Arizona Department of Transportation and City of Holbrook are collectively referred to as the "Parties", and individually as STATE, SPONSOR, and "Party".

I. RECITALS

1. The STATE is empowered by Arizona Revised Statutes Section 28-8202.D and 28-401.A to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the STATE.

2. The SPONSOR is empowered by Arizona Revised Statutes Section 28-8413 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 SPONSOR.

3. The STATE and SPONSOR desire to share in costs incident to pavement preservation at the Holbrook Municipal Airport, hereinafter referred to as the Project. It is contemplated that this Project will be constructed by the STATE during STATE fiscal year 2014. The Project will include Apron A02 Thin Asphalt Overlay/PFC; TWY A Thin Asphalt Overlay/PFC; TWY B Thin Asphalt Overlay/PFC. The STATE will pay all engineering, construction administration, and construction costs during the Project.

4. The estimated cost of the Project is $422,342.00. The SPONSOR shall contribute 10% of the Project cost. Payment of 10% of the estimated Project Cost ($42,234.20) is due and payable upon signing this Agreement and must be received by the STATE at its Arizona Department of Transportation, Multimodal Planning Division before Notice to Proceed for construction will be issued.

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

II. RESPONSIBILITIES

1. The STATE shall:

   a. Conduct investigations and prepare to FAA, State, or Local standards design plans, specifications and such other documents and services required for design, project coordination, construction bidding and construction.

   b. Advertise for Project bids and award one or more construction contracts for the Project, administer same, and make all payments to the contractor(s).

   c. Provide final inspection and acceptance of the Project.

   d. Subsequent to Project completion, determination of final quantities, and approval and acceptance of the Project, produce and submit to the SPONSOR a final accounting reconciliation of the Project costs. In the event that actual Project costs exceed the estimate, the STATE will invoice the SPONSOR for the remaining contribution required to equal 10% of the actual Project costs. In the event that the actual Project costs were less than the estimate, the STATE will reimburse the SPONSOR for any overpayment.

   e. Reimburse the SPONSOR for any contribution that exceeded 10% of the final Project costs within 30 days of submitting the final accounting reconciliation of the Project costs to the SPONSOR.

2. The SPONSOR shall:

   a. Remit payment of 10% of the estimated Project cost of as documented in the Recitals of this Agreement to: Arizona Department of Transportation, Multimodal Planning Division Finance and Administration, Mail Drop 310B, 206 S. 17th Avenue, Phoenix, AZ 85007. Payment is due and payable upon signature of this Agreement and must be received by the STATE at its Arizona Department of Transportation, Multimodal Planning Division before notice to proceed for construction will be issued.

   b. Provide access to the Airport to the STATE, the STATE's representative, and the contractor for the purpose of preparing design plans and specifications for the Project, constructing the Project, and administering the construction of the Project.

   c. Coordinate with the STATE and approve safety plans, security plans, phasing plans, and construction schedules prepared by the STATE.

   d. Coordinate with airport users, issue NOTAM's as required, and provide operations support during construction, as needed.

   e. Remit to the STATE at its Arizona Department of Transportation, Multimodal Planning Division, the SPONSOR's contribution to the Project, based on the estimate provided, when submitting the signed copy of this Agreement for final execution.

   f. Upon completion and acceptance of the Project by the STATE, provide maintenance of the airport pavements improved with the Project.

   g. Shall abide by and enforce the SPONSOR Assurances incorporated herein as Exhibit A.

h. Remit to the STATE at its Arizona Department of Transportation, Multimodal Planning Division within 30 days of receiving an invoice for any additional contribution required subsequent to the post-completion Project accounting cost reconciliation.

III. MISCELLANEOUS PROVISIONS

1. This Agreement is governed according to the laws of the State of Arizona. All cited statutes, public law, executive orders, and policies cited in this Agreement are incorporated by reference as a part of this Agreement.

2. This Agreement shall become effective upon signature by the Parties hereto and shall remain in force and effect for a period not to exceed 90 days beyond Project completion; provided however, that this Agreement may be cancelled at any time prior to the commencement of performance under this Agreement, upon thirty (30) days written notice to the other Party.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. If the SPONSOR fails to comply with any of this Agreement, the STATE, by written notice to the SPONSOR, may suspend participation until appropriate corrective action has been taken by the SPONSOR.

5. The STATE reserves the right to terminate this Agreement in whole or in part due to failure of SPONSOR to carry out any term, promise, or condition of the Agreement. The STATE will issue a written notice to SPONSOR for failure to adequately perform, or if there is reason for the STATE to believe that the SPONSOR cannot or will not adequately perform the requirements of the Agreement. If SPONSOR does not submit a Corrective Action Plan to the satisfaction of the STATE within a ten (10) day period, then the STATE , by written notice to the SPONSOR, may terminate the Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and costs incurred prior to termination. The SPONSOR shall reimburse the State any costs incurred prior to the date of termination.

6. When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds, or when funds are not appropriated or are withdrawn for use hereunder, the STATE may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the STATE and the SPONSOR shall mutually agree upon the termination either in whole or in part.

7. No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the STATE to declare a default, to declare a failure to perform, or to take any other action on account of the violation, nor shall such violation be continued or repeated.

8. All parties shall comply with all applicable Federal, State and Local requirements including all applicable provisions of Title 14 (Aeronautics and Space Chapter I – Federal Aviation Administration, Department of Transportation) and Title 49 (United States Department of Transportation) and other applicable Codes of Federal Regulations where and when relevant.

9. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this Agreement.

10. 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 Section 12-1518.

11. This Agreement may be amended upon mutual Agreement of the Parties at any time when in the best interest of the STATE or SPONSOR.

12. Every payment obligation of the STATE under this Agreement 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 Agreement, this Agreement may be terminated by the STATE at any time. No liability shall accrue to the STATE in the event this provision is exercised, and the STATE shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

13. All, Parties shall retain all data, books, and other records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the STATE at reasonable times as set forth in A.R.S. 35-214, 49 CFR 18.26 and the requirements of OMB Circular A-133.

14. Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

    In addition, the STATE shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless City of Holbrook, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the STATE's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

15. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 USC. 12101-12213) and all applicable Federal regulations under the ACT, including 28 CFR Parts 34 and 36. SPONSOR shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, Arizona State Executive Order 2009-09, or A.R.S. 41–1461 through 1465, which mandates that all persons, regardless of race, color, religion, sex age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and

regulations, including the Americans With Disabilities Act. SPONSOR shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.

16. To the extent applicable under Arizona Revised Statutes Section 41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties or its subcontractor employees who work on the Agreement to ensure that the Parties or its subcontractors are complying with the above-mentioned warranty.

17. Pursuant to Arizona Revised Statutes Sections 35-391 and 35-393, 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 Section 35-391 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.

18. Either Party has the right to terminate the Agreement, in whole or in part at any time, when in the best interests of the STATE and/or SPONSOR, without penalty or recourse.

19. 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:

For Agreement Issues:

	Arizona Department of Transportation	**City of Holbrook**
Contract Administrator	Sally J. Palmer Contracts Administrator	Ray Alley
Mailing Address	Multimodal Planning Division Mail Drop 310B 206 S. 17th Avenue Phoenix, AZ 85007	465 1st. Ave Holbrook,, AZ 86025
Phone	602-712-6732	(928) 524-6225
Fax	602-712-3046	
Email	spalmer@azdot.gov	rayalley@ci.holbrook.az.us

For Technical / Program Issues:

	Arizona Department of Transportation	**City of Holbrook**
Project Manager	Holly L. Hawkins, P.E. State Airport Engineer	Ray Alley
Mailing Address	MPD – Aeronautics Group Attn: APMS Mail Drop 426M 206 S. 17th Avenue Phoenix, AZ 85007	465 1st. Ave Holbrook,, AZ 86025
Phone	602-712-8333	(928) 524-6225
Fax	602-712-3838	
Email	hhawkins@azdot.gov	rayalley@ci.holbrook.az.us

20. Attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this STATE to enter into this Agreement and that the Agreement is in proper form.

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

City of Holbrook	**STATE OF ARIZONA** **Arizona Department of Transportation**
By _____	**By** _____ Joseph S. Omer, Director Multimodal Planning Division
_____ (Date)	_____ (Date)

APPROVAL OF CITY OF HOLBROOK

I have reviewed the above referenced proposed joint partnering Agreement, between the STATE OF ARIZONA, ARIZONA DEPARTMENT OF TRANSPORTATION (STATE), and CITY OF HOLBROOK and declare this Agreement to be in proper form and within the powers and authority granted to CITY OF HOLBROOK under all applicable laws. No opinion is expressed as to the authority of the STATE to enter into this Agreement.

DATED this _____ day of_____, 2013

_____

Attorney for City of Holbrook

Page Reserved for AZ AG Determination

EXHIBIT A
SPONSOR ASSURANCES

These assurances will become a part of this Agreement. The SPONSOR hereby covenants and agrees with the STATE as follows:

1) That the Project is consistent with plans (existing at the time of approval of the Project) of public entities authorized by the STATE to plan for the development of the area surrounding the Airport.

2) That it will furnish to the STATE each quarter a current listing of all aircraft based on the Airport.

3) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the STATE and shall constitute a part of the Agreement thus formed and shall remain in full force and effect throughout the useful life of the facilities developed under the Project, but not to exceed twenty (20) years.

4) That it is the owner or lessee of the property or properties on which the airport is located and that the lease guarantees that the SPONSOR has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the STATE.

5) To restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal Airport operations and to take appropriate action including the adoption of appropriate zoning laws.

6) To promote safe airport operations by clearing and protecting the approaches to the airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards.

7) To operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the SPONSOR shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the SPONSOR may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other Airport facilities.

8) To suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for Airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.

9) To refrain from entering into any transaction which would deprive the SPONSOR of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the SPONSOR, the SPONSOR will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants.

10) To maintain a current Airport Layout Plan (ALP) of the airport, which shows building areas and landing areas, indicating present and planned development and to furnish the STATE an updated ALP of the Airport as changes are made.

Ray Alley

From: Sarah Wuertz [SWuertz@azdot.gov]
Sent: Tuesday, June 04, 2013 4:16 PM
To: Ray Alley
Cc: Sally J. Palmer
Subject: JPA 13-124 Holbrook Municipal Airport
Attachments: Invoice for JPA 13-124.pdf; JPA 13-124 Holbrook Municipal Airport Pavement Pres.pdf

The 2014 Surface Treatment Agreement for Holbrook Municipal Airport is attached.

Please complete as follows:

1. Obtain appropriate resolution or other authorizing document from your governing body
2. DO NOT DATE PAGE 1 – the MPD final execution date will go there.
3. Sign and date page 6
4. Have an attorney sign and date page 7
5. Issue payment for sponsor match (Invoice attached)
6. If your agency desires an originally signed document, please mail the signed packet to me at the address below.
7. Otherwise, scan all documents (minimum 200 dpi) as a legible PDF format and email to spalmer@azdot.gov.
    a. If your scanner is not capable of 200 dpi please mail the original instead.
    b. Please confirm the PDF is legible and not skewed before emailing the documents.

Please note that the construction notice to proceed cannot occur until the Agreement is executed and match payment is received by MPD. If you have any questions about the project or amounts indicated, please contact Holly Hawkins at hhawkins@azdot.gov.

Sarah Lynn Wuertz
Multimodal Planning Division - Administration
Arizona Department of Transportation
206 S. 17th Ave. MD 340B, 3rd Fl. Phoenix, AZ 85007
602.712.7385
azdot.gov

Confidentiality and Nondisclosure Notice: This email transmission and any attachments are intended for use by the person(s)/entity(ies) named above and may contain confidential/privileged information. Any unauthorized use, disclosure or distribution is strictly prohibited. If you are not the intended recipient, please contact the sender by email, and delete or destroy all copies plus attachments.

Arizona Department of Transportation
Multimodal Planning Division - Aeronautics

MPD Finance Administrator
Mail Drop 310B
206 S. 17th Avenue
Phoenix, AZ 85007

INVOICE

DATE:	06/04/13
INVOICE #	MJPA13124
Project Number:	E4S1F01C

Bill To:
Ray Alley
465 1st. Ave
Holbrook,, AZ 86025

Terms: *Due Upon Receipt*

DESCRIPTION		AMOUNT
MPD Agreement No	**JPA 13-124**	$ 42,234.20
AG Contract No	**P0012011001584**	
Project No	**E4S1F01C**	
CFDA	**State Funded**	
Project Description	**ADOT Airport Pavement Management System Program**	
Airport	**Holbrook Municipal Airport**	

The STATE and SPONSOR desire to share in costs incident to pavement preservation at the Holbrook Municipal Airport, hereinafter referred to as the Project. It is contemplated that this Project will be constructed by the STATE during STATE fiscal year 2014. The Project will include Apron A02 Thin Asphalt Overlay/PFC; TWY A Thin Asphalt Overlay/PFC; TWY B Thin Asphalt Overlay/PFC. The STATE will pay all engineering, construction administration, and construction costs during the Project.

The estimated cost of the Project is $422,342.00. The SPONSOR shall contribute 10% of the Project cost. Payment of 10% of the estimated Project Cost ($42,234.20) is due and payable upon signing this Agreement and must be received by the STATE at its Arizona Department of Transportation, Multimodal Planning Division before Notice to Proceed for construction will be issued.
Remit payment of 10% of the estimated cost of completion as documented in the Recitals of this Agreement to MPD Finance and Administration, Mail Drop 310B, 206 S. 17th Avenue, Phoenix, AZ 85007. Payment is due and payable upon signature of this Agreement and must be received by ADOT before notice to proceed for construction will be issued.

THANK YOU FOR YOUR PROMPT PAYMENT!	TOTAL DUE	$ 42,234.20

Make all checks payable to **Arizona Department of Transportation**

For questions concerning this invoice, contact: Sally J. Palmer, Contracts Administrator: spalmer@azdot.gov; 602-712-6732

KME
KOVATCH

AGREEMENT OF SALE FOR FIRE APPARATUS

THIS AGREEMENT is made between Kovatch Mobile Equipment Corp., t/a KME, of One Industrial Complex, Nesquehoning, Pennsylvania, ("Company") and:

City of Holbrook ,of
Legal Name of Buyer

465 First Ave., P.O. Box 970 Holbrook, Maricopa, AZ 86025
Address *City* *County* *State* *Zip*

928-524-6225
"Buyer" Phone Number

BUYER INFORMATION (check one):

Municipal Corporation ☑ Non-Profit Corporation ☐

Business Corporation ☐ Sole Proprietorship ☐

Other (specify): _____

State of Incorporation: _____ Date of Incorporation: _____

1. ACCEPTANCE: Company agrees to sell and Buyer agrees to purchase the fire apparatus ("Apparatus") described in the Specifications incorporated as Exhibit A of this contract, as may be amended in writing, and the equipment listed herein, all in accordance with the terms and conditions set forth herein.

2. DELIVERY SCHEDULE: The Apparatus shall be ready for delivery F.O.B. Holbrook at approximately 90-120 days after receipt of ☐ Contract ☑ Chassis subject to extension due to changes made by Buyer or in accordance with Sections 5 or 12 below.

3. PRICE: Buyer shall pay to Company as the Purchase Price for the Apparatus the sum of Two hundred fifty-two thousand, two and 45/100 U.S. Dollars

($ 252,002.45)

This purchase price includes the following taxes: $21,019.45 (9.1%)

Any applicable taxes not specifically noted above will be paid by the Buyer directly, or will be added to the Purchase Price and paid by Company. If Buyer claims exemption from any tax, Buyer agrees to promptly furnish the applicable exemption certificate(s) and to indemnify and save Company harmless from any such tax, interest or penalty, which may at any time be assessed against Company as a result of this transaction.

4. <u>TERMS OF PAYMENT</u>: Terms of payment shall be:

(A) Due upon signing..... $252,002.45

Due upon completion/receipt of chassis... $_____

Due upon delivery.....$_____

(B) Check applicable method of payment for remaining balance due:

- [x] Cash/cash equivalent at time of delivery
- [ ] Installment Sales Contract - Financing*
- [ ] Lease-Purchase Agreement - Financing*

* Lender/Leasing Company:_____

(C) No payment of any amount due under this Agreement shall be made directly to a KME Sales Representative without prior written approval from Company.

5. <u>CONTINGENCIES</u>: Company will not be liable for any delay, failure to make delivery, or other default due to strikes or labor unrest, war, riot, federal, state or local government action, fire, flood or other disaster or acts of God, accidents, breakdown of machinery, lack of or inability to obtain materials, parts or supplies, or any other causes or circumstances beyond the reasonable control of Company which prevent or hinder Company's manufacture and/or delivery of the Apparatus.

6. <u>WARRANTY</u>: Company provides a limited warranty on new Apparatus of its own manufacture in accordance with the warranty terms set forth in the Specifications.

EXCEPT TO THE EXTENT PROHIBITED BY LAW, COMPANY MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.

SEE SEPARATE WARRANTY STATEMENT(S) FOR COMPLETE INFORMATION.

7. <u>DISCLAIMER OF CONSEQUENTIAL DAMAGES</u>: COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY BE SUSTAINED BY BUYER, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM THE USE, INABILITY TO USE, MAINTENANCE OR REPAIR OF THE APPARATUS, WHETHER UNDER THEORIES OF BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.

8. CANCELLATION: This contract is not subject to cancellation by Buyer, unless for material breach by Company, except upon payment to Company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by Company and Company's anticipated profit.

9. ENTIRE AGREEMENT; AMENDMENTS: This contract, including its appendices, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of Company has authority to make any representations, statements, warranties or agreements not herein expressed. All modifications or amendments of this contract, including the appendices, and Change Orders, must be in writing signed by an authorized representative of each of the parties hereto.

10. SEVERABILITY: If any provision hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it, unless to do so clearly negates the overall intent or purpose of the parties in entering into this contract.

11. CHANGES IN COMMERCIAL SPECIFICATIONS: Specifications for all commercial components of the Apparatus, manufactured by companies other than KME, are subject to change without notice. Specifications for such components will be as available at the time of manufacture of the Apparatus. Company shall not be liable for any specification deviations from the original contract specifications on such components made by their original manufacturer.

12. CHANGES IN REGULATIONS/INDUSTRY STANDARDS: The Purchase Price is subject to adjustment for changes to the Apparatus necessitated by changes in applicable government regulations (such as FMVSS or emissions regulations), industry standards (such as NFPA standards), replacement of discontinued models or components from vendors, or freight charges. Buyer is responsible for any cost increases due to such changes beyond Company's control.

EXPLANATION OF CONTRACT AMOUNT

BASE BID PRICE: $230,983.00

OPTIONS:

The below options are included in the base price, per the department's request.

1. Final inspection trip for two (2) department personnel.
2. Final delivery of the apparatus from the factory.
3. All requested options from the specifications given and addendum/s.
4. Tilt and telescoping steering wheel, Federal Q2B Siren, Air Horns, One person from final inspection trip were all removed from original bid (review revised specification provided)
5. 2ea 12v scene lights were added to the pump house area since original bid.
6. Pre-Payment credit of $4,200 was given and is included in final price.

FINAL CONTRACT PRICE WITH OPTIONS:

$252,002.45

IN WITNESS WHEREOF, Buyer and Company have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____, 201___ .

_____
(Buyer's Legal Name)

By: _____ Signature

Title: _____

By: _____ Signature

Title: _____

By: _____ Signature

Title: _____

By: _____ Signature

Title: _____

Sales Representative: Spencer Keck

Organization Name: W.W. Williams

By: _____ Signature

Title: Truck Sales Representative

This contract is not a valid and binding obligation until approved, dated and executed by Kovatch Mobile Equipment Corp., Nesquehoning, Pennsylvania.

ACCEPTED AND APPROVED BY KOVATCH MOBILE EQUIPMENT CORP.:

By: _____

Title: _____

Date: _____