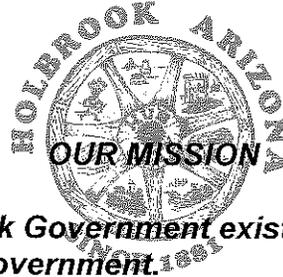


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465 First Avenue  
P.O. Box 970  
Holbrook, AZ 86025

# CITY OF HOLBROOK

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



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

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## AGENDA

### REGULAR CITY COUNCIL MEETING

October 25, 2011

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) PUBLIC HEARING: EPA Brownfields grant
- 6) CALL TO THE AUDIENCE:  
The City Council welcomes public comment at this time only for items listed on this Agenda. There is a five minute time limit per citizen.
- 6) CONSENT AGENDA
  - A. Claims/payment approval for October 6, 2011 thru October 19, 2011: Documentation for claims is available at City Hall.
  - B. Minutes of the regular meeting held on October 11, 2011.
  - C. Minutes of the regular meeting held on May 24, 2011.
- 7) CLAIMS/PAYMENT APPROVAL FOR WALT'S HARDWARE: \$3519.33

8) REPORTS:

**Mayor:**

**Council Members:**

**Manager:**

9) OLD BUSINESS:

10) NEW BUSINESS:

- A. Discussion/possible action regarding request to expend an amount not to exceed \$6843.00 to Precision Electric for rebuild of Romero Lift Station back up pump-Manager Alley.
- B. Resolution 11-09, authorizing the City to participate as a coalition partner in a Brownfield's Grant application with the City of Flagstaff.
- C. Discussion/possible action regarding a grant application to the Governor's Office of Highway Safety for portable breath test devices-Manager Alley.
- D. Discussion/possible action regarding a grant application to the Governor's Office of Highway Safety for speed detection devices-Manager Alley.
- F. Discussion/possible action regarding an agreement for use of City property by ICS Strategic Partners, DBA Operation 29:11-Manager Alley.
- G. Discussion/possible action regarding an agreement for the use of property owned by the American Legion by the City of Holbrook for a public ball field-Manager Alley.

11) EXECUTIVE SESSION:

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

12) POST EXECUTIVE SESSION:

13) CALL TO THE AUDIENCE:

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

14) ADJOURNMENT:

Dated this 18th day of October 2011.

  
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**

10/06/2011 THRU 10/19/11

**TOTAL**

**\$113,0748.09**

Report Criteria:

Invoice.Vendor No = 1-9699

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>10/6/2011</b>												
FUTURE TIRE, INC.				5241								
W22176	1	Inv	REPAIRS		09/27/2011	35.00	2		.00			10/11
					10/25/2011		No			007-087-5024		
W22135	1	Inv	MOUNTING		09/22/2011	70.00	2		.00			10/11
					10/25/2011		No			002-090-5024		
W22134	1	Inv	MOUNTING		09/22/2011	70.00	2		.00			10/11
					10/25/2011		No			002-090-5024		
W22226	1	Inv	REPAIRS		10/01/2011	82.65	2		.00			10/11
					10/25/2011		No			007-087-5024		
W222236	1	Inv	TIRES		10/05/2011	876.61	2		.00			10/11
					10/25/2011		No			007-087-5024		
Total 5241						1,134.26						
AUTO SAFETY HOUSE				1571								
3212780008	1	Inv	PARTS/REPAIRS		10/05/2011	16.82	2		.00			10/11
					10/25/2011		No			001-031-5024		
Total 10/6/2011						1,151.08						

10/06/2011 GL Period Summary

GL Period	Amount
10/11	1,151.08
	<u>1,151.08</u>

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>10/7/2011</b>												
IKON OFFICE SOLUTIONS			6510									
5020774670	1	Inv	MAINT CONTRACT		10/02/2011	62.85	0		.00			10/11
					10/12/2011		No			001-004-5047		
UNISOURCE ENERGY SERVICES			3380									
10042011	1	Inv	UTILITIES		10/04/2011	19.13	0		.00			10/11
					10/12/2011		No			002-090-5048		
Total 10/7/2011						81.98						

10/07/2011 GL Period Summary

GL Period	Amount
10/11	81.98
	<u>81.98</u>

Invoice No	Seq	Vendor Name Type	Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>10/11/2011</b>												
CARQUEST AUTO PARTS				2440								
10062011	1	Inv	PARTS		10/06/2011	272.65	4	10/21/2011	5.45			10/11
					10/25/2011		No			002-090-5024		
10062011	2	Inv	PARTS		10/06/2011	16.05	4	10/21/2011	.32			10/11
					10/25/2011		No			001-040-5024		
10062011	3	Inv	SUPPLIES		10/06/2011	81.23	4	10/21/2011	.00			10/11
					10/25/2011		No			002-090-5024		
10062011	4	Inv	PARTS		10/06/2011	18.60	4	10/21/2011	.00			10/11
					10/25/2011		No			001-005-5024		
10062011	5	Inv	PARTS		10/06/2011	314.34	4	10/21/2011	.00			10/11
					10/25/2011		No			007-087-5024		
10062011	6	Inv	PARTS		10/06/2011	418.96	4	10/21/2011	20,915.02			10/11
					10/25/2011		No			002-091-5024		
10062011	7	Inv	PARTS		10/06/2011	29.44	4	10/21/2011	.59			10/11
					10/25/2011		No			001-084-5024		
10062011	8	Inv	PARTS		10/06/2011	9.36	4	10/21/2011	.19			10/11
					10/25/2011		No			001-085-5024		
10062011	9	Inv	PARTS		10/06/2011	17.15	4	10/21/2011	.34			10/11
					10/25/2011		No			007-087-5024		
10062011	10	Inv	PARTS		10/06/2011	185.15	4	10/21/2011	.00			10/11
					10/25/2011		No			001-085-5071		
10062011	11	Inv	PARTS		10/06/2011	36.39	4	10/21/2011	.00			10/11
					10/25/2011		No			001-085-5021		
10062011	12	Inv	PARTS		10/06/2011	16.93	4	10/21/2011	.34			10/11
					10/25/2011		No			001-085-5024		
10062011	13	Inv	PARTS		10/06/2011	1.76	4	10/21/2011	.00			10/11
					10/25/2011		No			002-092-5024		
10062011	14	Inv	PARTS		10/06/2011	5.49	4	10/21/2011	.11			10/11
					10/25/2011		No			001-084-5022		
10062011	15	Inv	PARTS		10/06/2011	157.71	4	10/21/2011	103,150.24			10/11
					10/25/2011		No			001-031-5024		
Total 10062011						1,581.21						
Total 2440						1,581.21						
FREIGHTLINER ARIZONA, LTD.				5213								
103026323:01	1	Inv	PARTS		10/06/2011	212.58	2		.00			10/11
					10/25/2011		No			007-087-5024		
HOLMES, BRENT				6292								
10062011	1	Inv	CAFETERIA		10/06/2011	18.20	2		.00			10/11
					10/12/2011		No			099-0002529		
DELL MARKETING / COMPUTERS				4202								
XFJ3W4D21	1	Inv	COMPUTERS		09/25/2011	8,347.14	1		.00			10/11
					10/25/2011		No			027-057-5071		
FUTURE TIRE, INC.				5241								
W22248	1	Inv	TIRES		10/08/2011	349.69	2		.00			10/11
					10/25/2011		No			001-050-5021		

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
Total 10/11/2011						10,508.82						

10/11/2011 GL Period Summary

GL Period	Amount
10/11	10,508.82
	<u>10,508.82</u>

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>10/12/2011</b>												
BORDER CONSTRUCTION SPECIALTIE				2540								
3636218	1	Inv	SUPPLIES		10/03/2011 10/25/2011	1,554.19	0 No		.00		007-087-5026	10/11
UNISOURCE ENERGY SERVICES				3380								
10-04-2100	1	Inv	UTILITIES		10/04/2011 10/12/2011	20.22	0 No		.00		001-004-5048	10/11
10-04-11	1	Inv	UTILITIES		10/04/2011 10/12/2011	106.47	0 No		.00		001-099-5048	10/11
10-04-11	2	Inv	UTILITIES		10/04/2011 10/12/2011	17.42	0 No		.00		001-031-5048	10/11
10-04-11	3	Inv	UTILITIES		10/04/2011 10/12/2011	45.31	0 No		.00		002-090-5048	10/11
Total 10-04-11						169.20						
Total 3380						189.42						
FREIGHTLINER ARIZONA, LTD.				5213								
03016135:01	1	Inv	PARTS		09/29/2011 10/25/2011	836.12	2 No		.00		002-090-5024	10/11
NORTHERN SAFETY CO.				9004								
12953301010	1	Inv	SAFETY SUPPLIES		10/03/2011 10/26/2011	37.92	4 No	10/18/2011	.00		007-087-5026	10/11
12953301010	2	Inv	SAFETY SUPPLIES		10/03/2011 10/26/2011	81.42	4 No	10/18/2011	.00		002-090-5026	10/11
12953301010	3	Inv	SAFETY SUPPLIES		10/03/2011 10/26/2011	43.52	4 No	10/18/2011	.87		002-091-5026	10/11
12953301010	4	Inv	SAFETY SUPPLIES		10/03/2011 10/26/2011	77.59	4 No	10/18/2011	.00		001-084-5026	10/11
Total P312953301010						240.45						
Total 9004						240.45						
Total 10/12/2011						2,820.18						

10/12/2011 GL Period Summary

GL Period	Amount
10/11	2,820.18
	<u>2,820.18</u>

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>10/17/2011</b>												
FUTURE TIRE, INC.				5241								
W22286	1	Inv	TIRES		10/12/2011 10/26/2011	1,748.23	2 No		.00		001-050-5024	10/11
WASTE MGT / PAINTED DESERT L/F				9430								
10451-0462-5	1	Inv	LANDFILL FEES		10/01/2011 10/19/2011	11,923.36	0 No		.00		002-090-5049	10/11
HOLBROOK TRIBUNE NEWS				6240								
118220	1	Inv	ADVERTISEMENT		09/30/2011 10/26/2011	228.60	0 No		.00		001-001-5044	10/11
118219	1	Inv	ADVERTISEMENT		09/30/2011 10/26/2011	374.65	0 No		.00		001-001-5044	10/11
Total 6240						603.25						
NAVAJO COUNTY FINANCE				8690								
00000017,18	1	Inv	JAIL CONTRACT		10/13/2011 10/26/2011	13,143.56	0 No		.00		001-050-5050	10/11
ALERT-ALL CORP				570								
211080891	1	Inv	FIRE SAFETY SUPPLIES		09/16/2011 10/26/2011	2,286.15	0 No		.00		001-060-5026	10/11
BRADCO				2590								
169773	1	Inv	FUEL		09/30/2011 10/19/2011	532.23	0 No		.00		001-004-5027	10/11
169773	2	Inv	FUEL		09/30/2011 10/19/2011	42.37	0 No		.00		001-005-5027	10/11
169773	3	Inv	FUEL		09/30/2011 10/19/2011	69.53	0 No		.00		001-040-5027	10/11
169773	4	Inv	FUEL		09/30/2011 10/19/2011	4,333.31	0 No		.00		001-050-5027	10/11
169773	5	Inv	FUEL		09/30/2011 10/19/2011	88.20	0 No		.00		001-060-5027	10/11
169773	6	Inv	FUEL		09/30/2011 10/19/2011	395.91	0 No		.00		001-084-5027	10/11
169773	7	Inv	FUEL		09/30/2011 10/19/2011	526.52	0 No		.00		001-085-5027	10/11
169773	8	Inv	FUEL		09/30/2011 10/19/2011	3,263.69	0 No		.00		007-087-5027	10/11
169773	9	Inv	FUEL		09/30/2011 10/19/2011	2,971.49	0 No		.00		002-090-5027	10/11
169773	10	Inv	FUEL		09/30/2011 10/19/2011	1,691.86	0 No		.00		002-091-5027	10/11
169773	11	Inv	FUEL		09/30/2011 10/19/2011	79.58	0 No		.00		002-090-5027	10/11
169773	12	Inv	FUEL		09/30/2011 10/19/2011	782.27	0 No		.00		001-031-5027	10/11
Total 169773						14,776.96						

Vendor Name			Vendor No		Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
Invoice No	Seq	Type	Description Inventory No									
Total 2590					14,776.96							
UNISOURCE ENERGY SERVICES			3380									
10112011	1	Inv	UTILITIES		10/11/2011	.00	0		.00			10/11
					10/19/2011		No			002-091-5048		
10112011	2	Inv	UTILITIES		10/11/2011	64.63	0		.00			10/11
					10/19/2011		No			001-060-5048		
10112011	3	Inv	UTILITIES		10/11/2011	18.49	0		.00			10/11
					10/19/2011		No			007-087-5048		
10112011	4	Inv	UTILITIES		10/11/2011	26.00	0		.00			10/11
					10/19/2011		No			001-085-5048		
10112011	5	Inv	UTILITIES		10/11/2011	.00	0		.00			10/11
					10/19/2011		No			001-093-5048		
10112011	6	Inv	UTILITIES		10/11/2011	39.11	0		.00			10/11
					10/19/2011		No			002-091-5048		
10112011	7	Inv	UTILITIES		10/11/2011	28.14	0		.00			10/11
					10/19/2011		No			001-093-5048		
10112011	8	Inv	UTILITIES		10/11/2011	8.71	0		.00			10/11
					10/19/2011		No			002-091-5048		
10112011	9	Inv	UTILITIES		10/11/2011	8.71	0		.00			10/11
					10/19/2011		No			002-092-5048		
10112011	10	Inv	UTILITIES		10/11/2011	30.29	0		.00			10/11
					10/19/2011		No			001-093-5048		
10112011	11	Inv	UTILITIES		10/11/2011	17.42	0		.00			10/11
					10/19/2011		No			001-084-5048		
10112011	12	Inv	UTILITIES		10/11/2011	49.59	0		.00			10/11
					10/19/2011		No			001-060-5048		
10112011	13	Inv	UTILITIES		10/11/2011	33.51	0		.00			10/11
					10/19/2011		No			001-050-5048		
Total 10112011						324.60						
Total 3380						324.60						
Total 10/17/2011						44,806.11						

10/17/2011 GL Period Summary

GL Period	Amount
10/11	44,806.11
	<u>44,806.11</u>

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>10/18/2011</b>												
HOLMES, BRENT 6292												
10042011	1	Inv	CAFETERIA		10/04/2011 10/19/2011	85.70	2 No		.00			10/11
										099-0002529		
A.P.S. 70												
10132011	1	Inv	UTILITIES		10/13/2011 10/19/2011	3,202.01	0 No		.00			10/11
										001-020-5048		
IIMC INT'L INSTITUTE 6490												
2012	1	Inv	DUES		10/05/2011 11/09/2011	135.00	0 No		.00			10/11
										001-004-5043		
NORTHERN SAFETY CO. 9004												
13515901016	1	Inv	SAFETY SUPPLIES		10/07/2011 10/26/2011	375.78	4 No	10/22/2011	.00			10/11
										001-005-5026		
13515901016	2	Inv	SAFETY SUPPLIES		10/07/2011 10/26/2011	8.00	4 No	10/22/2011	.00			10/11
										002-090-5026		
13515901016	3	Inv	SAFETY SUPPLIES		10/07/2011 10/26/2011	8.00	4 No	10/22/2011	.00			10/11
										007-087-5026		
13515901016	4	Inv	SAFETY SUPPLIES		10/07/2011 10/26/2011	6.00	4 No	10/22/2011	.12			10/11
										001-031-5026		
Total P313515901016						397.78						
Total 9004						397.78						
STANLEY SECURITY SOLUTIONS 2410												
901506590	1	Inv	PARTS		10/01/2011 10/26/2011	421.54	0 No		.00			10/11
										002-091-5026		
901506590	2	Inv	SUPPLIES		10/01/2011 10/26/2011	421.54	0 No		.00			10/11
										002-092-5026		
901506590	3	Inv	SUPPLIES		10/01/2011 10/26/2011	50.00	0 No		.00			10/11
										001-050-5026		
901506590	4	Inv	SUPPLIES		10/01/2011 10/26/2011	200.00	0 No		.00			10/11
										001-031-5026		
901506590	5	Inv	SUPPLIES		10/01/2011 10/26/2011	100.00	0 No		.00			10/11
										007-087-5026		
901506590	6	Inv	SUPPLIES		10/01/2011 10/26/2011	50.00	0 No		.00			10/11
										001-060-5026		
Total 901506590						1,243.08						
Total 2410						1,243.08						
AIRNAV, LLC 527												
1912579	1	Inv	LISTING RENEWAL		10/11/2011 10/26/2011	25.00	2 No		.00			10/11
										001-093-5026		
FRONTIER COMM TELE 3350												
10152011	1	Inv	UTILITIES		10/15/2011 10/19/2011	55.92	0 No		.00			10/11
										001-050-5048		
ADEQ - WATER QUALITY 300												
59105	1	Inv	FEES		09/30/2011	592.50	0		.00			10/11

Vendor Name			Vendor No		Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
Invoice No	Seq	Type	Description Inventory No									
					10/26/2011		No				002-092-5054	
Total 10/18/2011						<u>5,736.99</u>						

10/18/2011 GL Period Summary

GL Period	Amount
10/11	<u>5,736.99</u>
	<u>5,736.99</u>

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>10/19/2011</b>												
FRONTIER COMM TELE				3350								
101511	1	Inv	UTILITIES		10/15/2011 10/26/2011	291.49	0 No		.00		10/11 001-014-5048	
ECKRIGHT, EBERLE				4753								
47772	1	Inv	REPAIRS		10/11/2011 10/26/2011	30.00	0 Yes		.00		10/11 002-092-5049	
47773	1	Inv	REPAIRS		10/18/2011 10/26/2011	30.00	0 Yes		.00		10/11 002-091-5049	
Total 4753						60.00						
HOLBROOK TRIBUNE NEWS				6240								
118323	1	Inv	ADVERTISEMENT		10/14/2011 10/26/2011	33.28	0 No		.00		10/11 001-004-5044	
118308	1	Inv	ADVERTISEMENT		10/12/2011 10/26/2011	15.00	0 No		.00		10/11 002-090-5044	
118303	1	Inv	ADVERTISEMENT		10/12/2011 10/26/2011	99.83	0 No		.00		10/11 002-090-5044	
118302	1	Inv	ADVERTISEMENT		10/12/2011 10/26/2011	57.48	0 No		.00		10/11 002-091-5044	
Total 6240						205.59						
BRADCO				2590								
170413	1	Inv	FUEL		10/15/2011 10/26/2011	6,600.03	0 No		.00		10/11 001-050-5027	
Total 10/19/2011						7,157.11						

10/19/2011 GL Period Summary

GL Period	Amount
10/11	7,157.11
	<u>7,157.11</u>
Grand Total:	<u>72,262.27</u>

Report GL Period Summary

GL Period	Amount
10/11	72,262.27
	<u>72,262.27</u>

GL Period	Amount
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Vendor Number Hash: 195801  
 Vendor Number Hash - Split: 371845  
 Total Number of Invoices: 42  
 Total Number of Transactions: 92

TC	Terms Description	Invoice Amt	Discount Amt	Net Inv Amt
0	Open Terms	57,269.09	.00	57,269.09
1	NET 20	8,347.14	.00	8,347.14
2	NET 7	4,426.60	.00	4,426.60
4	2% 15TH, NET 30	2,219.44	124,073.59	121,854.15 -
		<u>72,262.27</u>	<u>124,073.59</u>	<u>51,811.32 -</u>

Report Criteria:  
 Invoice.Vendor No = 1-9699

Report Criteria:

Invoice.Vendor No = 9701-99999

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>10/6/2011</b>												
			MATT, CHRISTOPHER IAN	21771								
257504	1	Inv	DEPOSIT REFUND		10/04/2011	55.60	0		.00			10/11
					10/12/2011		No			002-0002520		
			MOSIEJ, ANGELA	21772								
1952.04	1	Inv	REFUND DEPOSIT		10/04/2011	32.08	0		.00			10/11
					10/12/2011		No			002-0002520		
Total 10/6/2011						87.68						

10/06/2011 GL Period Summary

GL Period	Amount
10/11	87.68
	<u>87.68</u>

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>10/7/2011</b>												
RIDDLES, DON												
1072011	1	Inv	TREE REMOVAL	21773	10/07/2011 10/12/2011	500.00	0 Yes		.00		001-005-5060	10/11
Total 10/7/2011						500.00						

10/07/2011 GL Period Summary

GL Period	Amount
10/11	500.00
	500.00

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>10/11/2011</b>												
NEOFUNDS BY NEOPOST				21603								
10062011	1	Inv	POSTAGE		10/06/2011	5.84	0		.00			10/11
					10/25/2011		No			001-098-5042		
10062011	2	Inv	POSTAGE		10/06/2011	6.83	0		.00			10/11
					10/25/2011		No			001-014-5042		
10062011	3	Inv	POSTAGE		10/06/2011	58.51	0		.00			10/11
					10/25/2011		No			001-004-5042		
Total 10062011						71.18						
Total 21603						71.18						
QUALITY READY MIX-CEMEX				9955								
9422370952	1	Inv	CONCRETE		09/29/2011	9,554.03	8	10/14/2011	95.54			10/11
					10/12/2011		No			007-087-5026		
9422402375	1	Inv	CONCRETE		10/04/2011	12,292.20	8	10/19/2011	122.92			10/11
					11/12/2011		No			007-087-5026		
9422402378	1	Inv	CONCRETE		10/05/2011	1,117.17	8	10/20/2011	11.17			10/11
					11/04/2011		No			007-087-5026		
Total 9955						22,963.40						
RDO EQUIPMENT CO				10080								
P39077	1	Inv	PARTS		10/06/2011	484.60	2		.00			10/11
					10/25/2011		No			007-087-5024		
P39059	1	Inv	PARTS		10/05/2011	1,804.24	2		.00			10/11
					10/25/2011		No			007-087-5024		
Total 10080						2,288.84						
BELBECK TIMOTHY THOMAS				21774								
100	1	Inv	ABATEMENT		10/11/2011	1,000.00	0		.00			10/11
					10/12/2011		Yes			001-005-5060		
HATZKY, JUDD				21775								
H11-02857	1	Inv	OVERPAYMENT		09/10/2011	20.00	0		.00			10/11
					10/12/2011		No			001-000-4710		
HOLIDYA INN, PARKER, COLORADO				21776								
10-23-2011	1	Inv	TRAVEL-LODGING		10/11/2011	1,087.68	0		.00			10/11
					10/19/2011		No			001-050-5045		
ADEQ-AIR QUALITY DIVISION				21512								
2012	1	Inv	PERMIT		10/11/2011	500.00	0		.00			10/11
					10/12/2011		No			002-092-5054		
Total 10/11/2011						27,931.10						

10/11/2011 GL Period Summary

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<u>GL Period</u>	<u>Amount</u>
10/11	27,931.10
	<u>27,931.10</u>

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>10/12/2011</b>												
SMARTWORKSPPLUS, INC.			21532									
12	1	Inv	CONTRACT SERVICES		10/15/2011	.00	0		.00		10/11	Y
					10/15/2011		No			002-091-5049		
12	2	Inv	CONTRACT SERVICES		10/15/2011	2,537.98	0		.00		10/11	Y
					10/15/2011		No			001-050-5049		
12	3	Inv	CONTRACT SERVICES		10/15/2011	3,001.90	0		.00		10/11	Y
					10/15/2011		No			001-040-5049		
12	4	Inv	COTNRACT SERVICES		10/15/2011	2,719.72	0		.00		10/11	Y
					10/15/2011		No			001-005-5049		
Total 12						8,259.60						
Total 21532						8,259.60						
COLBY & POWELL, PLC			20954									
517532	1	Inv	PROFESSIONAL FEES-AU		09/30/2011	12,000.00	0		.00		10/11	
					10/19/2011		No			001-001-5049		
H.E.L.P. COALITION			20995									
10112011	1	Inv	DONATION		10/11/2011	400.00	0		.00		10/11	
					10/12/2011		No			001-001-5035		
PRINT PLACE			9800									
32111	1	Inv	PRINTING		07/25/2011	34.87	0		.00		10/11	
					10/25/2011		No			002-090-5046		
32111	2	Inv	PRINTING		07/25/2011	34.86	0		.00		10/11	
					10/25/2011		No			002-091-5046		
32111	3	Inv	PRINTING		07/25/2011	34.87	0		.00		10/11	
					10/25/2011		No			002-092-5046		
Total 32111						104.60						
Total 9800						104.60						
COPIER PROGRAM DIVISION			21479									
31800161-26	1	Inv	COPIER LEASE		10/03/2011	346.82	0		.00		10/11	
					10/12/2011		No			001-004-5047		
QUILL OFFICE PRODUCTS			9990									
7206932	1	Inv	SUPPLIES		10/05/2011	20.85	0		.00		10/11	
					10/26/2011		No			001-004-5021		
SAM'S CLUB 6604			10530									
09062011	1	Inv	Paper		09/06/2011	651.57	0		.00		10/11	
					10/12/2011		No			001-004-5021		
09062011	2	Inv	Paper		09/06/2011	651.57	0		.00		10/11	
					10/12/2011		No			001-050-5021		
Total 09062011						1,303.14						
Total 10530						1,303.14						
PARSONS, JAMES TROY			21777									
192308	1	Inv	REFUND DEPOSIT		10/06/2011	87.33	0		.00		10/11	

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
					10/12/2011		No				002-0002520	
			WELLS FARGO REMITTANCE CENTER	20946								
10042011	1	Inv	TRAVEL		10/04/2011	12.00	0		.00			10/11
					10/12/2011		No				001-050-5045	
10042011	2	Inv	TRAVEL		10/04/2011	329.36	0		.00			10/11
					10/12/2011		No				001-001-5045	
10042011	3	Inv	TRAVEL		10/04/2011	22.91	0		.00			10/11
					10/12/2011		No				002-090-5045	
10042011	4	Inv	SUPPLIES		10/04/2011	83.10	0		.00			10/11
					10/12/2011		No				001-031-5071	
10042011	5	Inv	SUPPLIES		10/04/2011	39.99	0		.00			10/11
					10/12/2011		No				001-084-5021	
10042011	6	Inv	BOOKS		10/04/2011	253.38	0		.00			10/11
					10/12/2011		No				001-020-5026	
10042011	7	Inv	TRAINING		10/04/2011	890.00	0		.00			10/11
					10/12/2011		No				001-084-5045	
10042011	8	Inv	DOGGYPOTTYS		10/04/2011	1,080.00	0		.00			10/11
					10/12/2011		No				001-031-5071	
10042011	9	Inv	SUPPLIES		10/04/2011	100.07	0		.00			10/11
					10/12/2011		No				001-004-5021	
10042011	10	Inv	SUPPLIES		10/04/2011	104.60	0		.00			10/11
					10/12/2011		No				002-091-5026	
10042011	11	Inv	SUPPLIES		10/04/2011	75.11	0		.00			10/11
					10/12/2011		No				007-087-5026	
10042011	12	Inv	SUPPLIES		10/04/2011	62.34	0		.00			10/11
					10/12/2011		No				001-050-5021	
10042011	13	Inv	SUPPLIES		10/04/2011	16.99	0		.00			10/11
					10/12/2011		No				001-050-5022	
10042011	14	Inv	TRAVEL		10/04/2011	173.18	0		.00			10/11
					10/12/2011		No				001-050-5045	
Total 10042011						3,243.03						
Total 20946						3,243.03						
			ADVANCED INFOR SYSTEMS	21240								
8808	1	Inv	UTILITY BILLING		09/30/2011	166.13	0		.00			10/11
					10/12/2011		No				002-092-5042	
8808	2	Inv	UTILITY BILLING		09/30/2011	166.13	0		.00			10/11
					10/12/2011		No				002-091-5042	
8808	3	Inv	UTILITY BILLING		09/30/2011	166.14	0		.00			10/11
					10/12/2011		No				002-090-5042	
Total 8808						498.40						
Total 21240						498.40						
Total 10/12/2011						26,263.77						

10/12/2011 GL Period Summary

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<u>GL Period</u>	<u>Amount</u>
10/11	26,263.77
	<u>26,263.77</u>

Invoice No	Seq	Vendor Name Type	Vendor No	Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>10/17/2011</b>												
O'REILLY AUTO PARTS			21622									
2652-144911	1	Inv PARTS			10/13/2011	28.58	0		.00			10/11
					10/26/2011		No			002-090-5024		
2652-144638	1	Inv PARTS			10/11/2011	29.36	0		.00			10/11
					10/26/2011		No			001-050-5024		
2652-144627	1	Inv PARTS			10/11/2011	27.27	0		.00			10/11
					10/26/2011		No			002-091-5024		
Total 21622						85.21						
ZEE MEDICAL SERVICE #25			13180									
09200061646	1	Inv SUPPLIES			09/20/2011	325.60	0		.00			10/11
					10/26/2011		No			001-040-5026		
HOLBROOK VETERINARY CLINIC			20796									
5476	1	Inv VET SERVICES			10/04/2011	45.00	0		.00			10/11
					10/19/2011		No			001-050-5049		
5472	1	Inv VET SERVICES			10/04/2011	45.00	0		.00			10/11
					10/19/2011		No			001-050-5049		
5471	1	Inv VET SERVICES			10/04/2011	106.00	0		.00			10/11
					10/19/2011		No			001-050-5049		
5470	1	Inv VET SERVICES			10/04/2011	25.00	0		.00			10/11
					10/19/2011		No			001-050-5049		
5469	1	Inv VET SERVICES			10/04/2011	54.50	0		.00			10/11
					10/19/2011		No			001-050-5049		
Total 20796						275.50						
CURLEY, DEIRDRE J.			21778									
2943.04	1	Inv REFUND DEPOSIT			10/14/2011	10.42	0	11/03/2011	.00			10/11
					11/16/2011		No			002-0002520		
GATEWAY COMMUNITY COLLEGE			21354									
11-18-2011	1	Inv EXAMINATION FEES			10/13/2011	87.00	0		.00			10/11
					11/18/2011		No			002-091-5045		
10132011	1	Inv EXAMINATION FEES			10/13/2011	87.00	0		.00			10/11
					11/09/2011		No			002-091-5045		
Total 21354						174.00						
PUBLIC SAFETY CENTER, INC.			9895									
242,5279207	1	Inv EQUIP			09/30/2011	421.98	1		.00			10/11
					10/26/2011		No			001-060-5022		
Total 10/17/2011						1,292.71						

10/17/2011 GL Period Summary

GL Period	Amount
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<u>GL Period</u>	<u>Amount</u>
10/11	<u>1,292.71</u>
	<u>1,292.71</u>

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>10/18/2011</b>												
PRO-BUILD				21374								
642767	2	Adj			09/22/2011	.00	0		.00			10/11
					10/12/2011		No			001-120-5072		
642767	3	Adj			09/22/2011	510.81	0		.00			10/11
					10/12/2011		No			001-120-5072		
Total 642767						510.81						
Total 21374						510.81						
DESERT DIAMOND INDUSTRIES, LLC				21226								
4070	1	Inv	BLADE		10/12/2011	87.50	0		.00			10/11
					10/26/2011		No			002-091-5022		
4070	2	Inv	BLADE		10/12/2011	87.50	0		.00			10/11
					10/26/2011		No			002-092-5022		
Total 4070						175.00						
Total 21226						175.00						
AVESIS THIRD PARTY ADMIN INC				21412								
10182011	1	Inv	INSURANCE PREMIUM		10/18/2011	450.11	0		.00			10/11
					10/26/2011		No			099-0002524		
JACK'S MUSTANG				10250								
15945	1	Inv	REPAIRS		10/06/2011	12.00	0		.00			10/11
					10/26/2011		No			001-031-5024		
RDO EQUIPMENT CO				10080								
P39145	1	Inv	PARTS		10/10/2011	1,700.94	2		.00			10/11
					10/26/2011		No			007-087-5024		
QUILL OFFICE PRODUCTS				9990								
7263898	1	Inv	SUPPLIES		10/07/2011	13.18	0		.00			10/11
					10/26/2011		No			001-001-5021		
7263898	2	Inv	SUPPLIES		10/07/2011	98.65	0		.00			10/11
					10/26/2011		No			001-014-5057		
7263898	3	Inv	SUPPLIES		10/07/2011	26.59	0		.00			10/11
					10/26/2011		No			001-004-5021		
Total 7263898						138.42						
Total 9990						138.42						
MARISCAL WEEKS MCINTYRE &				21235								
476670	1	Inv	PROFESSIONAL SERVICE		10/13/2011	409.10	0		.00			10/11
					10/26/2011		No			001-004-5041		
UNIQUE MANAGEMENT SERVICES INC				21441								
214727	1	Inv	COLLECTIONS		10/01/2011	35.80	0		.00			10/11
					10/26/2011		No			001-000-4720		

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 10/18/2011				2,410.56						

10/18/2011 GL Period Summary

GL Period	Amount
10/11	2,410.56
	<u>2,410.56</u>
Grand Total:	<u>58,485.82</u>

Report GL Period Summary

GL Period	Amount
10/11	58,485.82
	<u>58,485.82</u>

Vendor Number Hash: 796439  
 Vendor Number Hash - Split: 1311729  
 Total Number of Invoices: 44  
 Total Number of Transactions: 71

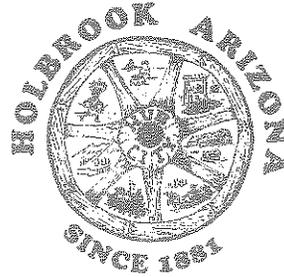
TC	Terms Description	Invoice Amt	Discount Amt	Net Inv Amt
0	Open Terms	31,110.66	.00	31,110.66
1	NET 20	421.98	.00	421.98
2	NET 7	3,989.78	.00	3,989.78
8	1% 15TH, NET 30TH	22,963.40	229.63	22,733.77
		<u>58,485.82</u>	<u>229.63</u>	<u>58,256.19</u>

Report Criteria:  
 Invoice.Vendor No = 9701-99999

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

# CITY OF HOLBROOK



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

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ADDENDUM TO  
REGULAR CITY COUNCIL MEETING  
OCTOBER 11, 2011  
6:00 P.M.

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

**NEW BUSINESS:**

C. Discussion/possible action regarding funds request from the H.E.L.P. Coalition and the Holbrook Elks for the Halloween Spooktacular.

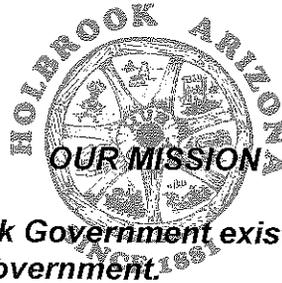
Posted this 6th day of October 2011.

  
Cher Reyes, CMC, CPM, City Clerk

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

# CITY OF HOLBROOK

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

## AGENDA

### REGULAR CITY COUNCIL MEETING

October 11, 2011

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:

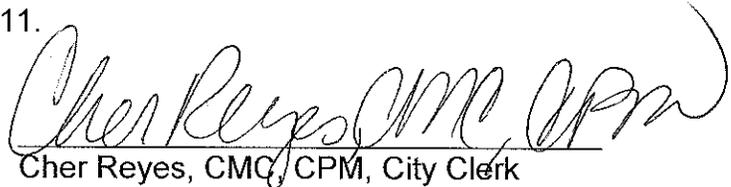
- 1) CALL TO ORDER:
- 2) ROLL CALL:
- 3) PLEDGE OF ALLEGIANCE/INVOCATION:
- 4) PUBLIC ANNOUNCEMENTS AND PRESENTATIONS (Please limit to 10 minutes).
- 5) CALL TO THE AUDIENCE:  
The City Council welcomes public comment at this time only for items listed on this Agenda. There is a five minute time limit per citizen..
- 6) CONSENT AGENDA
  - A. Claims/payment approval for September 22, 2011 thru October 5, 2011: Documentation for claims is available at City Hall.
  - B. Minutes of the regular meeting held on September 13, 2011.
  - C. Minutes of the regular meeting held on September 27, 2011.
- 7) CLAIMS/PAYMENT APPROVAL FOR WALT'S HARDWARE: \$801.05
- 8) REPORTS:
  - Mayor:
  - Council Members:

**Manager:**

- 9) OLD BUSINESS:
  - A. Discussion/possible action regarding update on Wastewater Modeling-Manager Alley.
  
- 10) NEW BUSINESS:
  - A. Discussion/possible action regarding Albert Holler and Associates contract renewal-Manager Alley.
  - B. Discussion/possible action regarding reappoint of Lester Pate to the Planning and Zoning Commission-Mayor Hill.
  
- 11) EXECUTIVE SESSION:
  - A. Per ARS 38-431.03(A) (3), the Council may adjourn into executive session for discussion or consultation or legal advice with the City Attorney for any item listed on the agenda.
  
- 12) POST EXECUTIVE SESSION:
  
- 13) CALL TO THE AUDIENCE:

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

Dated this 3<sup>rd</sup> day of October 2011.

  
Cher Reyes, CMC, CPM, City Clerk

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

1  
2                                   MINUTES OF THE REGULAR MEETING OF THE  
3                                   HOLBROOK CITY COUNCIL HELD ON OCTOBER 11, 2011  
4

5   CALL TO ORDER:  
6

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

8   ROLL CALL:

9   Vice-Mayor Charles Haussman, Councilmember's Richard Peterson, Myron Maxwell,  
10   and Phil Cobb. Mayor Hill and Councilmember Tyler were absent and excused due to  
11   work.

12   PLEDGE OF ALLEGIANCE/INVOCATION:

13   Councilmember Peterson led the pledge of allegiance and Vice-Mayor Haussman gave  
14   the invocation.

15   CITY STAFF:

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

18   CEREMONIALS/ANNOUNCEMENTS/PRESENTATION:

19   PETITIONS FROM THE PUBLIC:

20   CONSENT AGENDA

21   Councilmember Cobb made a motion to approve the items on the consent agenda.

- 22   A.   Claims/payment approval for September 22, 2011 thru October 5, 2011.  
23   B.   Minutes of the regular meeting held on September 13, 2011.  
24   C.   Minutes of the regular meeting held on September 27, 2011.

25   Councilmember Carlisle seconded and the motion carried unanimously.  
26

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

1 Councilmember Carlisle recused himself from this item and left the chambers as he is an  
2 owner of Walt's Hardware. Councilmember Maxwell made a motion to approve the claims for  
3 Walt's Hardware in the amount of \$801.05. Councilmember Cobb seconded and the motion  
4 carried unanimously.

5 SUMMARY OF CURRENT EVENTS:

6 Mayor:

7 Councilmembers:

- 8 1. Councilmember Cobb reported that there is an item on the agenda this  
9 evening for the Halloween Spooktacular.
- 10 2. Councilmember Maxwell reported on the November 5, 2011 Community  
11 Clean up. Councilmember Maxwell stated that the cleanup will begin at 8  
12 a.m. at the old courthouse and end at 1 p.m. with a picnic. Councilmember  
13 Maxwell asked that the City provide bags for the trash and encouraged all  
14 citizens to participate.

15 Manager's Report:

- 16 1. Manager Alley reported about a Brownfield's grant that the City will participate  
17 in. Manager Alley stated that he will bring further information to the Council at a  
18 later meeting. Manager Alley reported that this grant will allow for asbestos  
19 removal and has a 0% match. Manager Alley reported that a Resolution will  
20 need to be adopted by the Council to apply for the grant.
- 21 2. Manager Alley reported that 11<sup>th</sup> Avenue has been completed. Manager Alley  
22 reported that Staff will be working on alley repairs and patching. Manager Alley  
23 reported after completion of this Staff will be moving to Clearview Heights.

1 OLD BUSINESS:

2 A. Manager Alley stated that the City Engineers from GHD had completed the  
3 Wastewater Modeling and introduced Bill Roberts and Peter Olszewski, both  
4 Engineers from GHD who then gave the Council a presentation on the findings.  
5 Mr. Roberts explained to the Council that the wastewater lines have been  
6 identified as well as areas of concern. Lines in green are acceptable, red have  
7 adverse slope or flat, blue have issues, yellow is approaching full flow conditions  
8 and purple would be full with additional development. Manager Alley stated that  
9 the next step will be for City Staff to determine if the lines which are in red can be  
10 corrected to increase flow. Mr. Roberts stated that if the flow can be increased  
11 on these lines it may reduce the possibility of a bottleneck in certain areas during  
12 peak times and seasons.

13 NEW BUSINESS:

14 A. Finance Director Sullivan stated that it is time for the annual renewal of  
15 Albert Holler's agreement for sales tax collection. Mr. Sullivan stated  
16 that Mr. Holler is still collecting more sales tax than what the City is  
17 paying for his services. Both Manager Alley and Finance Director  
18 Sullivan stated that they recommend renewing the contract for a period  
19 of one year. Finance Director Sullivan stated that the contract amount  
20 will remain the same as last year. Councilmember Cobb made a motion  
21 to approve the agreement with Albert Holler and Associates for one  
22 more year. Councilmember Carlisle seconded. The motion carried on a

1 4 "for" and 1 "against" vote with Councilmember Maxwell casting the nay  
2 vote.

3 B. City Clerk Reyes stated that the terms for Planning and Zoning had  
4 been redefined by Council last year. Ms. Reyes stated that Lester Pate  
5 had been appointed to fill the remainder of Zelda Gray's term which will  
6 end on October 15, 2011. Ms. Reyes stated that she has spoke with Mr.  
7 Pate and he is willing to be reappointed for a four year term.  
8 Councilmember Maxwell made a motion to appoint Lester Pate to the  
9 planning and Zoning Commission for a four year term. Councilmember  
10 Cobb seconded and the motion carried unanimously.

11 C. Councilmember Cobb recused himself from this item as he is a member  
12 of the Elk's Lodge and left the Council Chambers. Alex Baldonado of  
13 the H.E.L.P. Coalition asked the Council for any donation that they could  
14 make to the Halloween Spooktacular. Mr. Baldonado stated that the  
15 City donated \$400.00 last year and that the group provided  
16 entertainment and candy for 500 kids last year. Vice-Mayor Hausman  
17 made a motion to donate \$400.00 for the Halloween Spooktacular.  
18 Councilmember Peterson seconded and the motion carried  
19 unanimously.

20 EXECUTIVE SESSION:

21 POST EXECUTIVE SESSION:

22 CALL TO THE AUDIENCE:

23 ADJOURNMENT:

1 There being no further business to come before the Council at this time, adjourned the  
2 meeting by unanimous consent at 6:44 p.m.

3  
4 Charles Hausman, Vice-Mayor

5 CERTIFICATION:

6 I hereby certify that the foregoing minutes are a true and correct copy of the minutes of  
7 the regular meeting of the Holbrook City Council held on the October 11, 2011. I further  
8 certify that the meeting was duly called and held and that a quorum was present.

9  
10 Cher Reyes, CMC, CPM, City Clerk  
11

## **OUR MISSION**

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

## **AGENDA**

### **REGULAR CITY COUNCIL MEETING**

**MAY 24, 2011**

**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) SWEARING IN OF MAYOR AND COUNCILMEMBERS:
- 3) ROLL CALL:
- 4) PLEDGE OF ALLEGIANCE/INVOCATION:
- 5) PUBLIC ANNOUNCEMENTS AND PRESENTATIONS (Please limit to 10 minutes).
- 6) CALL TO THE AUDIENCE:  
The City Council welcomes public comment at this time only for items listed on this Agenda. There is a five minute time limit per citizen.
- 7) CONSENT AGENDA
  - A. Claims/payment approval for May 5, 2011 thru May 18, 2011:  
Documentation for claims is available at City Hall.

- 8) CLAIMS/PAYMENT APPROVAL FOR WALT'S HARDWARE:  
\$2540.59
- 9) REPORTS:  
**Mayor:**  
**Council Members:**  
**Manager:**
- 10) OLD BUSINESS:
- 11) NEW BUSINESS:
- A. Discussion/possible action regarding acceptance of Vice-Mayor Searles resignation.
  - B. Election of Vice-Mayor.
  - C. Discussion/possible action regarding request to expend funds not to exceed \$8494.00 to Frontier Fence for Tennis Court fencing-Manager Alley.
  - D. Resolution 11-11, declaring certain property of the City of Holbrook to no longer be necessary, and of no value and authorizing the disposition of such, donation of a modular unit from Old NPC Campus to White Cone Veteran's Organization-Manager Alley.
  - E. Discussion/possible action regarding award of contract to Woodruff Construction for the Head Start ADA improvements through CDBG-Finance Director Sullivan.
- 12) EXECUTIVE SESSION:
- A. Per ARS 38-431.03(A) (3), the Council may adjourn into executive session for discussion or consultation or legal advice with the City Attorney for any item listed on the agenda.
- 13) POST EXECUTIVE SESSION:
- 14) CALL TO THE AUDIENCE:  
The City Council welcomes public comment at this time for items not listed on this Agenda. There is a three minute time limit per citizen.
- 15) ADJOURNMENT:

Dated this 17th Day of May 2011.

  
Cher Reyes, CMC, CPM, City Clerk

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

removal from the City Council meeting. Individual members of the public body may respond to criticism made by those who have addressed the public body.

1  
2 MINUTES OF THE REGULAR MEETING OF THE  
3 HOLBROOK CITY COUNCIL HELD ON MAY 24, 2011  
4

5 CALL TO ORDER:

6  
7 Mayor Hill called the meeting to order at 6:06 p.m.

8 ROLL CALL:

9 Mayor Jeff Hill, Councilmember's Wade Carlisle, Richard Peterson, Myron Maxwell, Phil  
10 Cobb and Charles Haussman and Council Elect Bobby Tyler. Vice-Mayor Matthew  
11 Searles was absent.

12 SWEARING IN OF MAYOR AND COUNCILMEMBERS:

13 Judge Michaela Ruechel administered the oath of office to Jeff Hill, Mayor and Phil  
14 Cobb, Bobby Tyler and Charles Haussman, Councilmembers

15 PLEDGE OF ALLEGIANCE/INVOCATION:

16 Councilmember Tyler led the pledge of allegiance and Councilmember Maxwell gave  
17 the invocation.

18 CITY STAFF:

19 City Manager Ray Alley, Finance Director Randall Sullivan, Police Chief Mark Jackson  
20 and City Clerk Cher Reyes.

21 CEREMONIALS/ANNOUNCEMENTS/PRESENTATION:

22 Mayor Hill presented a Certificate of appreciation for the City's participation in the  
23 annual Run for the Wall.

24 PETITIONS FROM THE PUBLIC:

25 CONSENT AGENDA

26 Councilmember Cobb made a motion to approve the items on the consent agenda.

1 A. Claims/payment approval for May 5, 2011 thru May 18, 2011.

2 Councilmember Carlisle seconded and the motion carried unanimously.

3

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

5 Mayor Hill and Councilmember Carlisle recused themselves from this item as they are the  
6 owners of Walt's Hardware and left the chamber. Councilmember Tyler made a motion to  
7 approve the claims to Walt's Hardware in the amount of \$2,540.59. Councilmember Cobb  
8 seconded and the motion carried unanimously.

9 SUMMARY OF CURRENT EVENTS:

10 Mayor:

- 11 1. Mayor Hill reported that McLaws Road has been completed and what a home  
12 run it is. Mayor Hill thanked Navajo County for their assistance in this matter.
- 13 2. Mayor Hill reported that he and Councilmember Tyler will be attending the newly  
14 elected officials training.
- 15 3. Mayor Hill reported that the first public intoxication study group for legislative  
16 change will be held on June 6 and he will be in attendance.

17 Councilmembers:

- 18 1. Councilmember Cobb congratulated all the graduates from Holbrook High  
19 School and the Junior High.
- 20 2. Councilmember Cobb reported the Run for the Wall was well attended  
21 and an exceptional event. Councilmember Cobb thanked the American  
22 Legion.
- 23 3. Councilmember Cobb reported that Taylor Trapper Days will be held this  
24 weekend in Taylor.

1           4.     Councilmember Carlisle encouraged the Chamber to complete their work  
2                   at Gillespie Park.

3           Manager's Report:

4           1.     Manager Alley reported that the pump has been set for Well #7 and the  
5                   construction of well house will begin soon.

6           2.     Manager Alley thanked everyone who helped make McLaw's Road a  
7                   reality.

8           3.     Manager Alley reported that he authorized an emergency purchase for  
9                   hardware to make the County dispatch conversion possible.

10          4.     Manager Alley reported that streets work is ongoing.

11          OLD BUSINESS:

12          NEW BUSINESS:

13          A.     Mayor Hill reported that Vice-Mayor Matthew Searles has resigned from  
14               the Council. Councilmember Cobb made a motion to accept the resignation of  
15               Vice-Mayor Searles. Councilmember Tyler seconded. Mayor Hill thanked Mr.  
16               Searles for the service he provided. Mayor Hill called for the question and the  
17               motion carried unanimously.

18          B.     Councilmember Tyler nominated Charles Haussman to be Vice-Mayor.  
19               Councilmember Maxwell seconded and the motion carried unanimously.

20          C.     Manager Alley requested to be allowed to expend funds in the amount  
21               not to exceed \$8494.00 for fencing at the tennis courts. Manager Alley stated  
22               that three written courts were received and Frontier Fence was the lowest  
23               bidder. Manager Alley stated that the funds will come from General Fund and

1 additional repairs will also be made to the Courts. Councilmember Cobb made  
2 a motion to approve the expenditure to Frontier Fence in an amount not to  
3 exceed \$8494.00. Vice-Mayor Haussman seconded and the motion carried  
4 unanimously.

5 D. Mayor Hill presented Resolution 11-11 captioned as follows:

6 A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLBROOK, NAVAJO  
7 COUNTY, ARIZONA, DECLARING CERTAIN PROPERTY OWNED BY THE CITY TO BE NO  
8 LONGER NECESSARY AND OF NO VALUE TO THE CITY, AND AUTHORIZING THE DISPOSITION  
9 OF THE PROPERTY.

10

11 Manager Alley stated that the Veteran's Administration has asked to have one  
12 of the remaining modulars from the old NPC campus donated to them for their  
13 use. Manager Alley stated that the City Attorney had written the resolution to  
14 allow for the donation of the structure which in his opinion has no value to the  
15 City. Manager Alley stated that if the Council chooses to adopt the resolution  
16 the City Attorney will draft a hold harmless agreement for the removal of the  
17 modular. Councilmember Cobb made a motion to adopt Resolution 11-11.  
18 Councilmember Maxwell seconded and the motion carried unanimously.

19 E. Finance Director Sullivan stated that this was one of the projects that  
20 were approved by the Council for CDBG funding. Finance Director Sullivan  
21 stated that CDBG is administering the grant and they are recommending  
22 approval of contract to Woodruff Construction for the Head Start ADA  
23 improvements. Vice-Mayor Haussman made a motion to award the bid to  
24 Woodruff Construction. Councilmember Cobb seconded and the motion carried  
25 unanimously.

1 EXECUTIVE SESSION:

2 None.

3 POST EXECUTIVE SESSION:

4 CALL TO THE AUDIENCE:

5 ADJOURNMENT:

6 There being no further business to come before the Council at this time, Mayor Hill  
7 adjourned the meeting by unanimous consent at 6:28 p.m.

8

9

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

10 CERTIFICATION:

11 I hereby certify that the foregoing minutes are a true and correct copy of the minutes of  
12 the regular meeting of the Holbrook City Council held on the May 24, 2011. I further  
13 certify that the meeting was duly called and held and that a quorum was present.

14

15

16

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

**CITY OF HOLBROOK**

**INVOICE APPROVAL REPORT**

**BY GL NUMBER WALT'S  
HARDWARE**

10/06/2011 THRU 10/19/11

**TOTAL**

**\$3519.33**

Report Criteria:

Invoice.Vendor No = 9700

Invoice No	Seq	Vendor Name Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>10/6/2011</b>											
WALT'S HARDWARE			9700								
094707	1	Inv	SUPPLIES	10/05/2011 10/25/2011	231.12	0 No		.00		001-005-5026	10/11
094707	2	Inv	JANITORIAL CONTRACT	10/05/2011 10/25/2011	20.16	0 No		.00		002-092-5021	10/11
094707	3	Inv	JANITORIAL CONTRACT	10/05/2011 10/25/2011	19.19	0 No		.00		001-031-5021	10/11
094707	4	Inv	JANITORIAL CONTRACT	10/05/2011 10/25/2011	19.19	0 No		.00		007-087-5021	10/11
094707	5	Inv	JANITORIAL CONTRACT	10/05/2011 10/25/2011	19.19	0 No		.00		001-050-5021	10/11
094707	6	Inv	JANITORIAL CONTRACT	10/05/2011 10/25/2011	19.19	0 No		.00		001-004-5021	10/11
094707	7	Inv	JANITORIAL CONTRACT	10/05/2011 10/25/2011	19.19	0 No		.00		002-090-5021	10/11
094707	8	Inv	JANITORIAL CONTRACT	10/05/2011 10/25/2011	19.19	0 No		.00		002-091-5021	10/11
094707	9	Inv	JANITORIAL CONTRACT	10/05/2011 10/25/2011	19.19	0 No		.00		002-092-5021	10/11
Total 094707					385.61						
Total 9700					385.61						
Total 10/6/2011					385.61						

10/06/2011 GL Period Summary

GL Period	Amount
10/11	385.61
	<u>385.61</u>

Invoice No	Seq	Vendor Name Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>10/7/2011</b>											
094737	1	Inv	SUPPLIES	10/05/2011 10/25/2011	570.32	0 No		.00		10/11 001-031-5073	
Total 9700					570.32						
Total 10/7/2011					570.32						

10/07/2011 GL Period Summary

GL Period	Amount
10/11	570.32
	<u>570.32</u>

Invoice No	Seq	Vendor Name Type	Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>10/12/2011</b>												
094978	1	Inv	SUPPLIES		10/11/2011 10/25/2011	58.98	0 No		.00		10/11 001-014-5026	
Total 9700						58.98						
Total 10/12/2011						58.98						

10/12/2011 GL Period Summary

GL Period	Amount
10/11	58.98
	<u>58.98</u>

Invoice No	Seq	Vendor Name Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>10/17/2011</b>											
94996	1	Inv	CONCESSION STAND IMP	10/12/2011 10/26/2011	1,233.62	0 No		.00		001-031-5052	10/11
10152011	1	Inv	CONCESSION STAND IMP	10/15/2011 10/26/2011	472.36	0 No		.00		001-031-5052	10/11
10152011	2	Inv	SUPPLIES	10/15/2011 10/26/2011	19.38	0 No		.00		002-091-5026	10/11
10152011	3	Inv	PARTS	10/15/2011 10/26/2011	9.95	0 No		.00		002-091-5024	10/11
10152011	4	Inv	SUPPLIES	10/15/2011 10/26/2011	19.31	0 No		.00		001-093-5026	10/11
10152011	5	Inv	SUPPLIES	10/15/2011 10/26/2011	259.82	0 No		.00		001-040-5026	10/11
10152011	6	Inv	SUPPLIES	10/15/2011 10/26/2011	18.82	0 No		.00		001-031-5026	10/11
10152011	7	Inv	SUPPLIES	10/15/2011 10/26/2011	91.97	0 No		.00		002-092-5026	10/11
10152011	8	Inv	SUPPLIES	10/15/2011 10/26/2011	132.76	0 No		.00		001-031-5026	10/11
10152011	9	Inv	SUPPLIES	10/15/2011 10/26/2011	3.04	0 No		.00		001-084-5026	10/11
10152011	10	Inv	SUPPLIES	10/15/2011 10/26/2011	57.44	0 No		.00		001-014-5058	10/11
10152011	11	Inv	SUPPLIES	10/15/2011 10/26/2011	.88	0 No		.00		001-005-5060	10/11
Total 10152011					1,085.73						
Total 9700					2,319.35						
Total 10/17/2011					2,319.35						

10/17/2011 GL Period Summary

GL Period	Amount
10/11	2,319.35
	<u>2,319.35</u>

Invoice No	Seq	Vendor Name Type	Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>10/18/2011</b>												
10172011	1	Inv	SUPPLIES		10/17/2011	23.92	0		.00			
					10/26/2011		No			001-014-5058		10/11
10172011	2	Inv	SUPPLIES		10/17/2011	1.96	0		.00			
					10/26/2011		No			001-040-5026		10/11
10172011	3	Inv	SUPPLIES		10/17/2011	2.17	0		.00			
					10/26/2011		No			001-084-5026		10/11
10172011	4	Inv	SUPPLIES		10/17/2011	23.85	0		.00			
					10/26/2011		No			001-050-5026		10/11
10172011	5	Inv	SUPPLIES		10/17/2011	133.17	0		.00			
					10/26/2011		No			001-031-5026		10/11
Total 10172011						185.07						
Total 9700						185.07						
Total 10/18/2011						185.07						

10/18/2011 GL Period Summary

GL Period	Amount
10/11	185.07
	185.07
Grand Total:	3,519.33

Report GL Period Summary

GL Period	Amount
10/11	3,519.33
	3,519.33

Vendor Number Hash: 58200  
 Vendor Number Hash - Split: 271600  
 Total Number of Invoices: 6  
 Total Number of Transactions: 28

TC	Terms Description	Invoice Amt	Discount Amt	Net Inv Amt
0	Open Terms	3,519.33	.00	3,519.33
		3,519.33	.00	3,519.33

HOLBROOK CITY COUNCIL

AGENDA ITEM

ISSUE/ITEM: Rebuild of Romero Lift Station back up pump

DATE OF MEETING: October 25, 2011

ACTION REQUESTED: Approval to expend funds in the amount of \$6,843.00 to rebuild back-up pump for the Romero Lift Station.

BACKGROUND: Three quotes were received for a new pump to be used at the Romero Lift Station as a backup. During obtaining of the quotes it was determined that it would save \$4,729.59 to rebuild the pump rather than buy new. Staff is recommending the rebuild as this is a back-up pump.

GENERAL PLAN: N/A

BUDGET LINE:

FUNDS AVAILABLE:

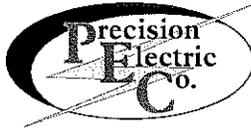
AMOUNT TO BE EXPENDED:

Approvals (as required) City Manager

  
\_\_\_\_\_

Finance Director

  
\_\_\_\_\_



**PRECISION ELECTRIC CO., INC.**  
**CORPORATE & ENGINEERING OFFICE**  
 1822 E. JACKSON ST. PHONE# 602-252-5774  
 PHOENIX, AZ. 85004

October 6, 2011

City of Holbrook  
 ATTN: Armando Aguilera

Precision Electric Co. is pleased to quote the following:  
 REF: Repair-10hp FLYGT Model #3127.090

**REPAIR WORKSCOPE:**

- Disassemble,
- Inspect and Record all Mechanical fits,
- Steam Clean & Bake,
- Rewind stator with VPI treatment,
- Core test stator iron,
- Check rotor for open bars,
- Balance rotor,
- Replace-Seal kit, Bearing kit, Wear ring, 30' cable, O ring kit, New Impeller, Volute, Cable Groment,
- Perform all Electrical tests,
- Complete clean up, Paint unit,
- Test run,
- Deliver with Precision Electric truck,
- Repair includes parts & labor.....\$6,843.00
- 7 – 9 day lead time

New Replacement FLYGT 10hp Model #3127.090.....\$11,627.00  
 3 – 4 week lead time

Please call if you have any questions about the quote.  
 Frank Cluff  
 602-524-0287



**Valley Crane and Pump L.L.C.**  
975 S. Camellia Dr\* Chandler, Arizona 85225  
Office \* 480-855-9180



**Quote:**

10-05-11  
To: City of Holbrook  
Globe, Arizona

**Valley Crane and Pump is Proud to Quote the Following:**

1. Flygt Mod. # 3127.090
2. 10hp Sub. Pump.
3. 483 Impeller
4. 460 Volt 3 Phase.
5. 50Ft Power Cord.
6. 4 inch discharge,

***Total Amount for Everything Above is \$11,990.00 Plus Tax!***  
*This quote will be good for 30 day*

If you have any questions, Please Feel Free to call!  
Thank You!

Don Dake  
Valley Crane and Pump Service L.L.C.

Approved By: \_\_\_\_\_

Date: \_\_\_\_\_ P.O.# \_\_\_\_\_

**Pump  
Electrical  
Company**

1819 E. Madison Street  
Phoenix, Arizona 85034

Quotation

080111CG

To: City of Holbrook  
Attn: Lance  
Subject: Essco Pump

10-05-11

Make: FLYGT Pumps	Model: 3127.090 Sub.	10HP 3/60/460V 4" DISCHARGE
-------------------	----------------------	-----------------------------

Description of 10HP Submersible Pump:

1. New FLYGT 10HP Submersible Pump.
2. 50 feet power cable,
3. 460 Volt, 3 Phase,
4. 483 Impeller.
5. 4" Discharge.

Quotation Valid for 30Days	Est. Delivery Time 3 – 4 weeks	Cost \$12,195.98 Plus Tax!
----------------------------	--------------------------------	----------------------------

If You Have any Questions Please Feel Free to Contact our Office!

Thank You,

Javier Reyes  
PEC Pump Co, Inc  
602-417-2662 Office



*Celebrating our Next Century.*



**RESOLUTION NO. 11-09**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF  
HOLBROOK, ARIZONA AUTHORIZING THE CITY  
TO PARTICIPATE AS A COALITION PARTNER IN A  
BROWNFIELDS GRANT APPLICATION WITH THE  
CITY OF FLAGSTAFF**

**WHEREAS**, The City of Holbrook, together with Mohave County, Navajo County, Coconino County, and the City of Holbrook, have preliminarily voiced their desire to join as coalition partners in a Brownfields Grant Application with the City of Flagstaff; and ,

**WHEREAS**, The U.S. Environmental Protection Agency (EPA) annually awards approximately \$75 million in grants to fund assessment and cleanup of properties that are idle or underdeveloped due to either real or perceived contamination, also known as "Brownfields" properties; and,

**WHEREAS**, The maximum funding available for the Coalition grant is \$1,000,000, which is split equitably among coalition partners. Grant awards will be announced in the Spring of 2012 with funds being made available in October 2012; and,

**WHEREAS**, This grant could facilitate environmental cleanup, redevelopment, economic development, and historical preservation within targeted areas, with relatively low resource allocation. Grant funds can be used to pay for direct costs associated with programmatic grant management and can hire a consultant to provide area-wide planning, develop a property inventory, conduct community outreach, expand or develop Environmental Sensitivity database, perform environmental assessments, and prepare quarterly reports for the EPA; and,

**WHEREAS**, The City of Flagstaff is actively pursuing communities along the Highway 66 corridor to be coalition partners. Incorporating the historic Highway 66 theme into the grant application is unique and a compelling reason to believe the grant stands a good chance of being awarded. The City of Flagstaff will act as the coalition leader for this grant and deal with its administrative aspects once awarded; and,

**WHEREAS**, A team comprised of two environmental consulting firms, Allwyn Environmental and ATC Associates, has offered to prepare a FY 2012 Coalition grant for the City of Flagstaff (as the lead member) at no charge to the City or the coalition members. The focus of the grant application will be on properties located along Route 66. This consulting team will identify and meet with Coalition partners, conduct community outreach, lead informational meetings, obtain support letters, and prepare the grant application. Flagstaff and the coalition partners will provide support information (e.g., historical grant information), pass a resolution supporting the application, and review and submit the grant application; and,

**WHEREAS**, Coalition partners can leverage the City of Flagstaff's experience for their own benefit and expend little resources submitting the grant. The cost to coalition partners will be limited to the level of effort necessary to provide the consultants with the information

necessary to complete the grant application as quickly as possible. In addition, upon successfully winning the grant, project management and community outreach costs will be paid for using grant funds, so there will be little to no costs or resources to coalition members to implement the grant;

**THEREFORE BE IT RESOLVED** by the City Council of the City of Holbrook, Arizona, that the City of Holbrook is authorized to participate as a coalition partner in the Brownfields Grant Application with the City of Flagstaff;

**BE IT FURTHER RESOLVED** that the City Manager is authorized to sign any necessary documents related to the proposed grant on behalf of the City of Holbrook.

PASSED AND ADOPTED by the Mayor and City Council of the City of Holbrook, Arizona, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual, and the Schedules A, B, and C, attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless deviation is authorized in writing by the Governor's Highway Safety Representative.

CFDA: 20.600

**PART I.**

1. <b>APPLICANT AGENCY:</b> Holbrook Police Department		<b>GOHS CONTRACT NUMBER:</b> 2012-AL-048
<b>ADDRESS:</b> P.O. Box 656, Holbrook, Arizona 86025		<b>PROGRAM AREA: AL</b> <b>TASK: 2</b>
2. <b>GOVERNMENTAL UNIT</b> City of Holbrook		<b>AGENCY CONTACT:</b> Chief Mark Jackson
<b>ADDRESS:</b> P.O. Box 970, Holbrook, Arizona 86025		3. <b>PROJECT TITLE:</b> Equipment
4. <b>GUIDELINES:</b> 402 - Alcohol (AL)		
5. <b>BRIEFLY STATE PURPOSE OF PROJECT:</b> Federal (402) funds will support the purchase of Capital Outlay: Five (5) Portable Breath Test Devices (PBT's) to enhance DUI Enforcement throughout the City of Holbrook.		
6. <b>BUDGET COST CATEGORY</b>		<b>Project Period FY 2012</b>
I. Personnel Services		\$ 0.00
II. Employee Related Expenses		\$0.00
III. Professional and Outside Services		\$0.00
IV. Travel In-State		\$0.00
V. Travel Out-of-State		\$0.00
VI. Materials and Supplies		\$0.00
VII. Other Expenses		\$0.00
VIII. Capital Outlay		\$3,825.00
<b>TOTAL ESTIMATED COSTS</b>		<b>\$3,825.00</b>

<b>PROJECT PERIOD</b>	<b>FROM:</b> Effective Date ( <i>Date of GOHS Director Signature</i> )	<b>TO:</b> 09-30-2012
<b>CURRENT GRANT PERIOD</b>	<b>FROM:</b> 10-01-2011	<b>TO:</b> 09-30-2012

**TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$3,825.00**

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

MJimenez

HIGHWAY SAFETY CONTRACT

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<b>PART I.</b>		<b>CFDA: 20.600</b>
<b>1. APPLICANT AGENCY:</b> Holbrook Police Department	<b>GOHS CONTRACT NUMBER:</b> 2012-PT-051	
<b>ADDRESS:</b> P.O. Box 656, Holbrook, Arizona 86025	<b>PROGRAM AREA: PT</b> <b>TASK: 2</b>	
<b>2. GOVERNMENTAL UNIT</b> City of Holbrook	<b>AGENCY CONTACT:</b> Chief Mark Jackson	
<b>ADDRESS:</b> P.O. Box 970, Holbrook, Arizona 86025	<b>3. PROJECT TITLE:</b> Speed/Selective Traffic Enforcement	
<b>4. GUIDELINES:</b> 402 – Police Traffic Services (PT)		
<b>5. BRIEFLY STATE PURPOSE OF PROJECT:</b> Federal (402) funds will support the purchase of Capital Outlay: Two (2) speed detection devices to enhance Speed/Selective Traffic Enforcement (STEP) throughout the City of Holbrook.		
<b>6. BUDGET</b>	<b>Project Period</b>	
<b>COST CATEGORY</b>	<b>FY 2012</b>	
<b>I. Personnel Services</b>	\$ 0.00	
<b>II. Employee Related Expenses</b>	\$0.00	
<b>III. Professional and Outside Services</b>	\$0.00	
<b>IV. Travel In-State</b>	\$0.00	
<b>V. Travel Out-of-State</b>	\$0.00	
<b>VI. Materials and Supplies</b>	\$0.00	
<b>VII. Other Expenses</b>	\$0.00	
<b>VIII. Capital Outlay</b>	\$5,400.00	
<b>TOTAL ESTIMATED COSTS</b>	<b>\$5,400.00</b>	
<b>PROJECT PERIOD</b>	<b>FROM: Effective Date (Date of GOHS Director Signature)</b>	<b>TO: 09-30-2012</b>
<b>CURRENT GRANT PERIOD</b>	<b>FROM: 10-01-2011</b>	<b>TO: 09-30-2012</b>
<b>TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$5,400.00</b>		
A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.		

MJimenez



committed any waste in, on or about the premises.

5. SIGNS: Tenant agrees to provide and pay for its own signage. Tenant shall not place, alter, exhibit, inscribe, paint or affix any sign, awning, canopy, advertisement, notice or other lettering on any part of the outside of the demised premises or of the building of which the demised premises is a part, or inside the demised premises if visible from the outside, without first obtaining the Landlord's written approval thereof. Tenant further agrees to maintain such sign, awning, canopy, decoration, advertising matter, lettering, etc. as may be approved in good condition and repair at all times, and repair all damage to the demised premises that is caused by the installation, maintenance or removal of such signs, lettering, etc. All signs shall comply with the applicable ordinances or other governmental restrictions and the determination of such requirements and the prompt compliance therewith shall be the responsibility of the Tenant.

6. RULES AND REGULATIONS: Tenant agrees to keep and abide by the rules and regulations incorporated herein by reference and all reasonable rules and regulations as Landlord may from time to time adopt with reference to the use and occupancy by Tenant of the building of which the leased premises form a part, and the parking space used in connection therewith.

7. ALTERATIONS AND IMPROVEMENTS: Tenant agrees that it will not make any material alterations, improvements or repairs to the leased premises without written consent of Landlord. Alterations and improvements may not be made to the roof or exterior walls of the leased premises without written permission from the Landlord. All alterations, improvements and repairs made by Tenant shall be at the expense of Tenant. Landlord, as a condition for giving consent to Tenant, may require an appropriate performance bond and/or lien waivers. All alterations and improvements made by Tenant shall remain upon and be surrendered with the leased premises upon the termination of this Lease and become the property of Landlord, provided, however, that Tenant, if it is not in default hereunder, shall have the right at the expiration of the term of this Lease, to remove all trade and other fixtures, equipment and furniture, and similar items installed by Tenant which may be removed without material damage to the leased premises. Tenant shall repair any damage caused by such removal.

8. REPAIRS AND MAINTENANCE: Tenant, at Tenant's expense, shall keep in good order, condition and repair the premises and every part thereof (whether or not the damaged portion of the premises or the means or repairing the same are reasonably or readily accessible to Tenant) including, without limiting the generality of the foregoing, electric lights and fixtures, including light bulb, fluorescent tubes and fluorescent ballast replacements, fixtures, windows, doors, and plexiglass, located within the premises and the air conditioning, evaporative cooling and heating equipment servicing the leased premises. All repairs and replacements shall be made by Tenant at its own expense and shall be made under the direction of Landlord with materials and workmanship comparable to the original installation.

9. ASSIGNMENT AND SUBLETTING: Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said premises or any part hereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of

Tenant excepted) to occupy or use the said premises, or any portion thereof, without first obtaining the written consent of Landlord. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

In the event that Tenant requests Landlord's consent to sublease or assignment hereunder, Tenant shall pay Landlord reasonable fees incurred in connection with the processing of documents necessary to giving of such consent.

10. UTILITIES AND SERVICES: Except as otherwise noted, Tenant shall pay for all gas, heat, light, power, telephone and other utilities and services supplied to the premises, together with any taxes thereon.

Tenant further agrees to procure and pay for the cost of sanitation service (garbage pick up).

Tenant agrees to keep the premises in a clean, safe and sanitary condition, and in compliance with all federal, state, county and city laws and ordinances and applicable rules and regulations pertaining thereto and those of the Board of Fire Underwriters. Tenant also agrees to provide and maintain the necessary fire extinguisher required by the local governmental authority.

11. INDEMNITY AND INSURANCE:

A. Tenant agrees to indemnify and save Landlord harmless from any and all liability and expense by reason of personal injuries or death of any person or persons in or upon the leased premises and/or any and all adjacent parking areas or by reason of damage to personal property in or upon the leased premises.

B. Tenant shall at Tenant's expense, obtain and keep in force during the term of this Lease a policy of Combined Single Limit, Bodily Injury and Property Damage Insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the leased premises and all common areas. Such insurance shall be a combined single limit policy in an amount not less than \$2,000,000.00. Tenant may provide such insurance by having an endorsement added to its public liability policy and having the City of Holbrook, Arizona included on the policy as a Co-Insured. The limits of said insurance shall not, however, limit the liability of Tenant hereunder. The insurance shall have a Landlord's Protective Liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant, or may terminate this lease agreement immediately.

C. Tenant agrees to obtain the proper certificate from the Fire Marshall

indicating full compliance local, State and Federal laws and fire codes.

12. HOLD HARMLESS: Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises and/or any and all adjacent parking areas from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Tenant in, upon, or about the Premises and/or any and all adjacent parking areas, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any other officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim. Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel appointed by Lessee, but reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises and/or any and all adjacent parking areas, from any cause. Tenant shall give immediate notice to Landlord in case of casualty or accidents in the Premises and/or any and all adjacent parking areas.

Landlord or its agents shall not be liable for any loss or damage to person or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street, parking areas or (subsurfaces of the same) or from any other place resulting from dampness or any other cause whatsoever. Landlord or its agents shall not be liable for interference with the light, air, or for any latent defect in the Premises and/or any and all adjacent parking areas.

13. REIMBURSEMENT OF LANDLORD'S EXPENSE: If the Tenant shall default in the performance of any covenant, agreement or undertaking on its part to be performed by virtue of any provision of this Lease, the Landlord may immediately, or at any time hereafter, upon such notice, if any, as is reasonable under the circumstances, perform the same for the account and at the expense of the Tenant. Should the Landlord be compelled or elect to pay any sum of money, or do any act requiring the payment of any sum of money, by reason of failure of the Tenant to comply with any provision hereof, or should the Landlord be compelled to incur any expense in connection therewith, all sums so paid and all expenses so incurred by the Landlord with all interest, penalties, costs and damages shall be deemed to be an additional rent and shall be due from the Tenant to the Landlord on the first day of the month following such payment or incurring.

14. POSSESSION: At the expiration of the term of this Lease, peaceable possession of the leased premises will be given Landlord and the premises will be in as good condition as at the commencement of this Lease, usual wear excepted.

15. ASSIGNMENT AND MORTGAGING BY LANDLORD:

A. Transfer by Landlord: the term "Landlord" as used in this Lease means the owner, only for the time being, of the leased premises. So long as all sums held on Tenant's behalf in trust or escrow by Landlord are paid over to any purchaser of said Premises, Landlord shall be and is hereby relieved of all covenants and obligations of Landlord hereunder after the date of sale of said leased premises and it shall be construed without further agreement between the parties that the purchaser has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder from the date of such sale.

B. Subordination: This Lease shall, upon request by Landlord, be subject and subordinate to any and all leases, mortgages or deeds of trust now or hereinafter placed upon the leased premises or any part thereof, and to all future modifications, consolidations, replacements, extensions and renewals of, and all amendments and supplements to said leases, mortgages or deeds of trust. Notwithstanding such subordination as aforesaid, this Lease, except as otherwise hereinafter provided, shall not terminate or be divested by foreclosure or other default proceedings under said leases, mortgages, deeds of trust or obligations secured thereby, and Tenant shall attorn to and recognize the Landlord, mortgagee, trustee, beneficiary or the purchaser at the foreclosure sale in the event of such foreclosure or other default proceeding, as Tenant's landlord for the balance of the term of this Lease, subject to all of the terms and provisions hereof.

C. Offset Statement: Tenant agrees to execute, acknowledge and deliver any and all documents required to effectuate the provisions of this paragraph and within ten (10) days after request therefore by Landlord or in the event that upon any sale, assignment, lease or hypothecation of the leased premises and/or the land thereunder by Landlord an offset statement shall be required by Tenant. Tenant agrees to deliver in recordable form a certificate (if such be the case) that this Lease is in full force and effect and there are no defenses or offsets thereto, or stating those claimed by Tenant, and the dates to which rental or other sums have been paid in advance if being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser, mortgagee, assignee or beneficiary. Tenant shall also deliver to any prospective institutional lender of Landlord upon Landlord's reasonable request thereof or, from time to time, and such specific subordination agreement on Lender's form as may be required by Lender. Tenant acknowledges and agrees that the promises to issue statements pursuant to this paragraph are a material consideration inducing Landlord to enter into this Lease, and that the breach of such promise shall be deemed a material breach of this Lease, and shall constitute a default hereunder.

## 16. DEFAULT AND REMEDIES FOR DEFAULT:

A. Events of Default: The occurrence of any of the following shall constitute an event of default hereunder.

1. Failure to pay rent for the premises pursuant to the terms set forth in paragraph 1 of this Lease Agreement.

2. The filing of a petition by or against Tenant for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Tenant's property, an assignment by Tenant for the benefit of creditors, or the taking of

possession of the property of Tenant by any governmental officer of agency pursuant to statutory authority for the dissolution or liquidation of Tenant.

3. Tenant's failure to perform any other covenant or condition of this Lease within thirty (30) days after written notice and demand, unless the failure is of such a character as to require more than thirty (30) days to cure, in which event Tenant's failure to proceed diligently to cure such failure shall constitute an event of default.

B. Remedies of Landlord for Default by Tenant: Upon the occurrence of an event of default, Landlord shall have the right, then or at any time thereafter, and while such event of default shall continue, and in addition to and not in lieu of any other remedies, relief of rights available to Landlord at law or equity or contained in this Lease, to do any or all of the following:

1. Landlord may cure the default and charge Tenant for the costs of such cure, which charge shall be due and payable immediately upon written notice to Tenant. All costs of curing default or other and advances made by Landlord pursuant to this Lease shall bear interest at the annual rate of eighteen percent (18%).

2. Landlord may distrain for rent due by locking the doors and excluding Tenant therefrom.

3. Landlord shall have the right to re-enter the premises to assume and take possession of the whole or any part thereof, and to remove all persons or personal property by direct or summary action, or in a different type of suit or proceeding by force thereof, and without being liable for the damages therefor in connection therewith and after demand made therefor. Tenant or anyone in possession claiming under Tenant shall be deemed guilty of unlawful detainer and subject to such summary or other action as may be provided by law. Additionally, Landlord may relet the premises as the agent for and in the name of Tenant, at any rental readily acceptable applying the proceeds first to the payment of such rent as same becomes due, and toward the fulfillment of the other covenants and agreements of Tenant herein contained, and the balance, if any, shall be paid to Tenant, and the Tenant hereby agree, that if landlord shall recover or take possession of said premises as aforesaid and be unable to relet and rent the same so as to realize a sum equal to the rent hereby reserved, Tenant shall pay to landlord any loss or difference of rent for the residue of the term.

4. Landlord, irrespective of the date on which its right of re-entry shall have accrued or be exercised, shall have the right, whether for rent or possession or otherwise, to forfeit this Lease and terminate the estate of Tenant hereby created. This right to terminate is exercisable by a written notice to Tenant, which written notice may be part of a notice of default previously delivered to Tenant and, as such, may be conditioned upon Tenant's failure to cure the default and the event of default. The termination may be made effective as of the event of default, or thereafter, and, if not otherwise specified, will be deemed to be effective immediately. Upon such termination and forfeiture, Landlord shall be entitled to and may take immediate possession of the premises, any other notice or demand being hereby waived. Such termination does not, however, release Tenant from liability for rents that are overdue or remaining under the Lease but shall operate to accelerate the entire balance of the term rental, which shall become immediately due and payable by Tenant, along with all overdue rents and charges.

C. Non Waiver of Remedies:

1. It is expressly agreed that neither the taking of possession of the leased premises nor the institution of any proceedings by way of unlawful detainer, ejectment, quiet title, or otherwise to secure possession of said leased premises, nor the re-entry by Landlord with or without the institution of such proceedings, nor the re-renting or subletting of said premises, shall operate to terminate this Lease in whole or in part, nor of itself constitute an exercise of Landlord's option to do so, but only by the giving of the written notice specifically specifying termination shall such termination be affected.

2. In the event Tenant breaches this Lease, or any covenant, term or condition hereunder, and abandons the leased premises, this Lease shall continue in force and effect for so long as the Landlord does not terminate Tenant's right to possession and Landlord may enforce all rights and remedies of Landlord including, without limitation, the right to recover rents as they become due hereunder. Acts of maintenance or preservation, efforts to relet the leased premises, or the appointment of a receiver upon the initiation of the Landlord to protect the lender's interest under this Lease shall not constitute a termination of Tenant's right to possession.

3. Waiver by Landlord of any default, breach or failure of Tenant under this Lease shall not be construed as a waiver of any subsequent or different default, breach or failure. In case of a breach by Tenant of any of the covenants or undertakings of Tenant, Landlord nevertheless may accept from Tenant any payments hereunder without in any way waiving Landlord's right to exercise the remedies hereinbefore provided for by reason of any other breach or lapse which was in existence at the time such payment or payments were accepted by Landlord.

4. It is expressly understood that the enumeration herein of express rights, options and privileges shall not limit Landlord thereto nor deprive Landlord of any other remedy or action or cause of action by reason of any default of Tenant, including the right to recover from Tenant any deficiency upon re-renting.

5. The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which they may be lawfully entitled in case of any breach or threatened breach by either of them or of any provisions of this Lease.

6. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord, in writing, specifying wherein Landlord has failed to perform such obligations, provided, however, that if the nature of Landlord's obligations is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

17. ATTORNEY'S FEES: Should it become necessary on default to collect any amounts

due under this Lease or enforce any covenants through an attorney, Tenant agrees to pay all costs, including attorney's fees, whether collected or enforced by suit or otherwise. Such award of attorney fees and costs shall be awarded and shall not be in the discretion of the Court.

18. NOTICES: All notices permitted or required to be given hereunder shall be given in writing personally, or be certified mail, no return receipt required, addressed to Landlord of Tenant, as the case may be, at the addresses herein set forth, or at such other addresses as may be furnished in writing from time to time, postage prepaid, and deposited in the United States mail, any such notice shall be deemed to have been given upon such personal delivery, or upon depositing the United States mail, and any such notice shall be deemed to have been given upon such personal delivery, or upon depositing the same in the United States mail, postage prepaid as aforesaid.

Landlord's Address

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

Tenant's Address

Randall Williams  
ICS Strategic Partner, Inc. d/b/a Operation  
29:11  
11792 Faun Lane  
Garden Grove, CA 92841

19. INVALID OR VOID PROVISION: The parties hereto expressly agree that in the event any provision of this Lease is held invalid or void by any court of competent jurisdiction, such invalidity of any provision shall in no way affect any other provision or covenant contained in this Lease.

20. JANITORIAL SERVICES: Tenant hereby agrees to provide or procure janitorial services to clean the building as reasonably needed. Tenant further agrees to indemnify hold Landlord harmless and defend Landlord from any and all claims which arise or may arise from the actions or inactions of those performing janitorial services.

21. POLLUTION AND CONTAMINATION INDEMNITY: As a further consideration of this Lease, the Tenant shall indemnify and hold the Landlord harmless from and against any and all claims arising from the Tenant's discharge or dispersal, either sudden and accidental or non-sudden and gradual, release or escape of smoke, vapors, soot, fumes, acid, alkalies, toxic chemicals, liquids or gases, waste material or other irritants, contaminants or pollutants into or upon the land, the atmosphere or into any water course or body of water either above ground or underground.

The Tenant shall further indemnify and hold the Landlord harmless from and against any claims arising from and against all costs and any required clean-up of contaminants or pollutants that may be required or order by City, State or Federal authority, or any duly constitute authority or agency, resulting from any such actions of the Tenant.

The Tenant agrees to pay all costs, attorney's fees, expenses and liabilities incurred in the defense of such claims or any action or proceeding brought thereon; and in case any action is

brought against the Landlord by reason of any such claim, Tenant upon notice of Landlord, shall defend the Landlord and the landlord's agents at the Tenant's expense by counsel satisfactory to the Landlord. Tenant, as a material part of the above-mentioned consideration to Landlord, hereby assumes all risk of pollution and contamination to the property or injury to persons in, upon or about the Premises and/or any and all adjacent parking areas arising from the actions of Tenant, and Tenant hereby waives all claims pertaining thereto against Landlord, except that such waiver shall not apply to or relieve Landlord from any responsibility or obligation caused by his actions or wrongful conduct.

It is expressly understood and agreed that Tenant shall not be obligated, under the terms of this paragraph, to Landlord, or to any other person or entity, with respect to the release or discharge of the materials described herein, or any hazardous wastes, including, but not limited to, petroleum by-products, which is not caused by the actions or inactions of Tenant.

22. ENTRY BY LANDLORD: Landlord may enter the premises at any reasonable time after giving Tenant reasonable prior notice (except in emergencies or to provide regular services) to (a) inspect the premises, (b) exhibit the premises to prospective purchasers, lenders or tenants, (c) determine whether Tenant is performing all its obligations hereunder, (d) post notices of non-responsibility and (e) make repairs required of Landlord hereunder or repairs to any adjoining space or utility services or make repairs, alterations or improvements to any other portion of the building, provided all such work shall be done as promptly as reasonably practicable. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the premises or any other loss occasioned by such entry. Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency in order to obtain entry to the premises, and any entry to the premises obtained by Landlord by any of said means, or otherwise, shall not, under any circumstances, be construed or deemed to be a forcible or unlawful entry into or a detainer of the premises or an eviction, actual or constructive, of Tenant from the premises or any portion thereof.

23. LIENS: Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. Landlord may require, at Landlord's option, that Tenant shall provide to Landlord, at Tenant's cost and expense, a lien and completion bond in an amount equal to one and one-half (1-1/2) times the estimated cost of any improvements, additions or alterations in the Premises which the Tenant desires to make, insure Landlord against any liability for mechanics' and materialmen's liens and to insure completion of the work.

24. MISCELLANEOUS:

A. Waiver: No assent or consent to any waiver of any part hereof by the Landlord, in spirit or letter, shall be deemed or taken as made, unless the same be expressed in writing and attached to or endorsed hereon by Landlord.

B. Terminology: The words "Landlord" and "Tenant" as used herein, are expressly intended to include, apply to, and bind and benefit the successors and assigns of the Landlord and

Tenant to the provisions of this Lease. No waiver of the right to forfeiture of this Lease or of re-entry upon breach of any of the conditions thereof shall be deemed a waiver of such right upon any subsequent breach of such or any other condition.

C. Headings: The headings of the paragraphs herein are for the convenience of the parties only and shall not affect the meanings or interpretations of the contents thereof.

D. Entire Agreement: This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by both parties.

E. Jurisdiction and Venue: The terms, conditions and provisions of this Lease shall be governed and interpreted according to the laws of the State of Arizona and jurisdiction and venue shall lie in the Superior Court, County of Navajo, State of Arizona for any relief, including the enforcement of any arbitration award.

F. Time of Essence: Time shall be considered of the essence in this Lease.

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

“LANDLORD”  
City of Holbrook

“TENANT”  
ICS Strategic Partners, Inc. d/b/a/ Operation 29:11

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

\_\_\_\_\_  
Randall Williams  
President

Attest:

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

Approved as to Form:

\_\_\_\_\_  
Solomon Law Offices, P.C.  
City Attorney

AGREEMENT FOR USE OF PROPERTY

This agreement made and entered into this \_\_\_\_\_ day of October, 2011, by and between, the City of Holbrook (hereinafter called "City") and the American Legion Post # 37 (hereinafter called "Legion").

Whereas, The Legion owns the land described in Exhibit "A" which is attached hereto and made a part hereof by reference; and

Whereas, the parties hereto are desirous of establishing, developing and maintaining a public ball field on the easterly portion of 109-27-010A known as the John Barrow Little League Field.

Now, therefore, it is agreed as follows:

1. That the land described is hereby set apart for a period of 25 years from date hereof for the establishment, development and maintenance of a public ball field to be known as Barrow Little League Field. This agreement may be extended for an additional 25 year period by mutual agreement of both parties.
2. In exchange for use of the land described, the City will waive all water, wastewater and sanitation fees for the Legion.
3. The City may put such moneys into the maintenance and development of said public ball field as it may from time to time elect.
4. This agreement may be terminated at any time by the mutual agreement between the City and the Legion.

IN WITNESS WHEREOF the City has caused this agreement to be duly executed on its behalf by its Manager, he being duly authorized so to do.

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

LEGION:  
\_\_\_\_\_

CITY:  
BY \_\_\_\_\_

ATTEST:

Ray Alley, Manager

APPROVED AS TO FORM:

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

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

STATE OF ARIZONA        )  
  ) ss  
COUNTY OF Navajo        )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ARIZONA        )  
  ) ss  
COUNTY OF Navajo        )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by  
Ray Alley, City Manager, on behalf of THE CITY OF HOLBROOK.

\_\_\_\_\_  
Notary Public