

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

DECEMBER 10, 2013

6:00 P.M.

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

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

- 1) CALL TO ORDER:
- 2) ROLL CALL:
- 3) PLEDGE OF ALLEGIANCE/INVOCATION:
- 4) PUBLIC ANNOUNCEMENTS AND PRESENTATIONS (Please limit to 10 minutes).
- 5) CALL TO THE AUDIENCE:  
The City Council welcomes public comment at this time only for items listed on this Agenda. There is a five minute time limit per citizen.
- 6) CONSENT AGENDA
  - A. Claims/payment approval for November 21, 2013 thru December 4, 2013: Documentation for claims is available at City Hall.
  - B. Minutes of the regular meeting held on November 26, 2013.
  - C. Minutes of the regular meeting held on October 8, 2013.

### 7) REPORTS:

Mayor:

Council Members:

**Manager:  
Police Chief:**

8) OLD BUSINESS:

9) NEW BUSINESS:

- A. Discussion/possible action regarding revision to City Manager Alley's contract-Mayor Hill.
- B. Discussion/possible action regarding Chief of Police Mark Jackson's contract-Manager Alley.
- C. Discussion/possible action regarding allowing a police officer to take his vehicle to his residence in Joseph City-Police Chief Jackson.
- D. Discussion/possible action regarding McLaws Road Project-Manager Alley.
- E. Discussion/possible action regarding appointment of Board Member to the Holbrook Volunteer Fire Department Pension Board-Mayor Hill.

10) EXECUTIVE SESSION:

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

11) POST EXECUTIVE SESSION:

12) CALL TO THE AUDIENCE:

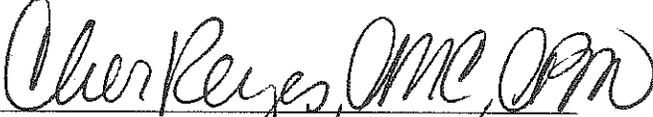
The City Council welcomes public comment at this time for items not listed on this Agenda. There is a three minute time limit per citizen.

Citizens may complete one Request to Speak "Public Comment" card per night and submit it to the City Clerk before or during the Council meeting. During this time, any member of the public may come forward and address the City Council on any issue within the jurisdiction of the Council. Public Comment time is reserved for citizen comments regarding non-agendized items. **Speakers are limited to 3 minutes per speaker to address the Council during "Public Comment" time.** Members of the City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01 (H), action taken as a result of public comment will be limited to directing City staff to study the matter, responding to any criticism, or scheduling the matter for further consideration and decision at a later date. Items on the agenda will not be heard or discussed in Call to the Public. Video or audio tapes or other overhead visual aids are not allowed during these public appearances. All speakers should begin their remarks by stating their name and address for the record.

13) CLAIMS/PAYMENT APPROVAL FOR WALT'S HARDWARE: \$ 569.32

14) ADJOURNMENT:

Dated this 3rd<sup>day</sup> of December 2013.

  
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**

11/21/2013 THRU 12/04/2013

**TOTAL**

**\$164,288.97**

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>11/26/2013</b>												
			UNISOURCE ENERGY SERVICES	3380								
11202013	1	Inv	UTILITIES		11/20/2013	139.48	0		.00			11/13
					11/26/2013		No			001-020-5048		
			AUTO SAFETY HOUSE	1571								
3233250004	1	Inv	PARTS/REPAIRS		11/21/2013	195.73	2		.00			11/13
					12/11/2013		No			001-040-5024		
			H&C STARTER	5740								
79857B	1	Inv	PARTS		11/20/2013	522.93	0		.00			11/13
					12/11/2013		No			007-087-5024		
			BRADCO	2590								
20488	1	Inv	DRUM		11/20/2013	48.14	0		.00			11/13
					01/01/2014		No			001-040-5026		
			FRONTIER COMM TELE	3350								
11152013	3	Inv	UTILITIES		11/15/2013	300.43	0		.00			11/13
					11/20/2013		No			006-014-5048		
			UNISOURCE ENERGY SERVICES	3380								
11192013	1	Inv	UTILITIES		11/19/2013	140.25	0		.00			11/13
					11/20/2013		No			001-050-5048		
11192013	2	Inv	UTILITIES		11/19/2013	42.64	0		.00			11/13
					11/20/2013		No			001-031-5048		
11192013	3	Inv	UTILITIES		11/19/2013	804.17	0		.00			11/13
					11/20/2013		No			006-014-5048		
Total 11192013						987.06						
Total 3380						987.06						
			A.P.S.	70								
11202013	1	Inv	UTILITIES		11/20/2013	513.18	0		.00			11/13
					11/27/2013		No			001-060-5048		
11202013	2	Inv	UTILITIES		11/20/2013	11,125.60	0		.00			11/13
					11/27/2013		No			002-091-5048		
11202013	3	Inv	UTILITIES		11/20/2013	10,340.62	0		.00			11/13
					11/27/2013		No			002-092-5048		
11202013	4	Inv	UTILITIES		11/20/2013	2,957.13	0		.00			11/13
					11/27/2013		No			001-031-5048		
11202013	5	Inv	UTILITIES		11/20/2013	1,001.10	0		.00			11/13
					11/27/2013		No			001-050-5048		
11202013	6	Inv	UTILITIES		11/20/2013	363.15	0		.00			11/13
					11/27/2013		No			001-093-5048		
11202013	7	Inv	UTILITIES		11/20/2013	1,193.21	0		.00			11/13
					11/27/2013		No			007-087-5048		
11202013	8	Inv	UTILITIES		11/20/2013	312.91	0		.00			11/13
					11/27/2013		No			001-040-5048		
11202013	9	Inv	UTILITIES		11/20/2013	84.14	0		.00			11/13
					11/27/2013		No			002-090-5048		

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
11202013	10	Inv	UTILITIES		11/20/2013	749.90	0		.00			11/13
					11/27/2013		No			001-099-5048		
11202013	11	Inv	UTILITIES		11/20/2013	195.20	0		.00			11/13
					11/27/2013		No			001-085-5048		
11202013	12	Inv	UTILITIES		11/20/2013	417.83	0		.00			11/13
					11/27/2013		No			001-004-5048		
11202013	13	Inv	UTILITIES		11/20/2013	499.59	0		.00			11/13
					11/27/2013		No			006-014-5048		
11202013	14	Inv	UTILITIES		11/20/2013	46.96	0		.00			11/13
					11/27/2013		No			001-084-5048		
11202013	15	Inv	UTILITIES		11/20/2013	608.79	0		.00			11/13
					11/27/2013		No			001-020-5048		
11202013	16	Inv	UTILITIES		11/20/2013	130.52	0		.00			11/13
					11/27/2013		No			001-048-5048		
Total 11202013						30,539.83						
Total 70						30,539.83						
REYES, CHERYL RAYE				3290								
11262013	1	Inv	CAFETERAI		11/26/2013	135.40	0		.00			11/13
					11/26/2013		No			099-0002522		
Total 11/26/2013						32,869.00						

11/26/2013 GL Period Summary

GL Period	Amount
11/13	32,869.00
	32,869.00

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>11/27/2013</b>												
LEXIS-NEXIS (ACCURINT)			169									
48	1	Inv	BACKGROUND CHECKS		12/01/2013	50.00	2		.00			11/13 Y
					12/01/2013		No			001-004-5041		
48	2	Inv			12/01/2013	.00	2		.00			11/13 Y
					12/01/2013		No					
48	3	Inv			12/01/2013	.00	2		.00			11/13 Y
					12/01/2013		Yes					
Total 48						50.00						
Total 169						50.00						
BETTER COMMUNICATIONS CO			2430									
7012094	1	Inv	Radio Contract		12/01/2013	.00	0		.00			11/13 Y
					12/01/2013		No			001-004-5047		
7012094	2	Inv	Radio contract		12/01/2013	.00	0		.00			11/13 Y
					12/01/2013		No			001-031-5047		
7012094	3	Inv	Radio Contract		12/01/2013	529.90	0		.00			11/13 Y
					12/01/2013		No			001-050-5047		
7012094	4	Inv	Radio Contract		12/01/2013	312.63	0		.00			11/13 Y
					12/01/2013		No			001-060-5047		
7012094	5	Inv	Radio Contract		12/01/2013	.00	0		.00			11/13 Y
					12/01/2013		No			001-084-5047		
7012094	6	Inv	Radio Contract		12/01/2013	.00	0		.00			11/13 Y
					12/01/2013		No			001-085-5047		
7012094	7	Inv	Radio Contract		12/01/2013	.00	0		.00			11/13 Y
					12/01/2013		No			002-090-5047		
7012094	8	Inv	Radio Contract		12/01/2013	.00	0		.00			11/13 Y
					12/01/2013		No			002-091-5047		
7012094	9	Inv	Radio Contract		12/01/2013	.00	0		.00			11/13 Y
					12/01/2013		No			002-092-5047		
7012094	10	Inv	Radio Contract		12/01/2013	.00	0		.00			11/13 Y
					12/01/2013		No			001-040-5047		
7012094	11	Inv	Radio Contract		12/01/2013	.00	0		.00			11/13 Y
					12/01/2013		No			007-087-5047		
Total 7012094						842.53						
Total 2430						842.53						
CABLE ONE23414-120774-01-0			2940									
10012092	1	Inv	UTILITIES		12/01/2013	.00	0		.00			11/13 Y
					12/01/2013		No			001-060-5048		
10012092	2	Inv	UTILITIES		12/01/2013	105.95	0		.00			11/13 Y
					12/01/2013		No			001-050-5048		
10012092	3	Inv	UTILITIES		12/01/2013	.00	0		.00			11/13 Y
					12/01/2013		No			001-093-5048		
10012092	4	Inv	UTILITIES		12/01/2013	.00	0		.00			11/13 Y
					12/01/2013		No			001-050-5048		
10012092	5	Inv	UTILITIES		12/01/2013	.00	0		.00			11/13 Y
					12/01/2013		No			001-004-5048		

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
Total 10012092						105.95						
Total 2940						105.95						
CYBERTRAILS				3960								
7312078	1	Inv	EMAIL AND BACKUP		12/01/2013	90.65	2		.00			
					12/01/2013		No			001-004-5047		11/13 Y
7312078	2	Inv			12/01/2013	.00	2		.00			11/13 Y
					12/01/2013		No					
Total 7312078						90.65						
Total 3960						90.65						
IKON FINANCIAL SERVICES				6503								
9012090	1	Inv	COPIER LEASE		12/01/2013	.00	3		.00			
					12/01/2013		No			001-004-5049		11/13 Y
9012090	2	Inv	COPIER MAINTENANCE C		12/01/2013	.00	3		.00			11/13 Y
					12/01/2013		No			001-050-5047		
Total 9012090						.00						
Total 6503						.00						
NAVAJO COUNTY HISTORICAL				8720								
131	1	Inv	CONTRIBUTION		12/01/2013	2,400.00	0		.00			
					12/01/2013		No			001-014-5057		11/13 Y
FRONTIER COM LONG DISTANCE				3353								
4102191	1	Inv	UTILITIES		11/20/2013	1.46	2		.00			
					11/27/2013		No			001-085-5048		11/13
4102191	2	Inv	UTILITIES		11/20/2013	1.21	2		.00			
					11/27/2013		No			001-020-5048		11/13
4102191	3	Inv	UTILITIES		11/20/2013	81.60	2		.00			
					11/27/2013		No			001-050-5048		11/13
Total 4102191						84.27						
Total 3353						84.27						
CARQUEST AUTO PARTS				2440								
11252013	1	Inv	PARTS		11/25/2013	764.18	0		.00			
					12/10/2013		No			001-040-5024		11/13
11252013	2	Inv	PARTS		11/25/2013	42.53	0		.00			
					12/10/2013		No			007-087-5024		11/13
Total 11252013						806.71						
Total 2440						806.71						
COPPERSTATE BOLT & NUT				3750								
100697969	1	Inv	SUPPLIES		11/21/2013	31.61	0		.00			
					12/10/2013		No			002-092-5026		11/13

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Invoice No	Vendor Name	Seq	Type	Vendor No	Description	Inv Date	Total Cost	Term	Disc Date	Disc Amt	PO Number	GL Per	R
					Inventory No	Due Date		1099				GL Acct	
Total 11/27/2013							4,411.72						

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11/27/2013 GL Period Summary

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GL Period	Amount
11/13	4,411.72
	<u>4,411.72</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>12/3/2013</b>												
I/O SOLUTIONS INC.				6432								
C30575A	1	Inv	TESTING		11/25/2013 12/11/2013	150.00	2 No		.00		001-050-5045	12/13
AUTO SAFETY HOUSE				1571								
3233310001	1	Inv	PARTS/REPAIRS		11/27/2013 12/11/2013	301.64	2 No		.00		001-040-5024	12/13
BRADCO				2590								
8786	1	Inv	FUEL		11/30/2013 12/03/2013	4,569.95	0 No		.00		007-087-5027	12/13
ESSENTIAL DATA CONTROL SYSTEM				4771								
13111	1	Inv	SUPPORT		11/30/2013 12/03/2013	500.00	2 No		.00		002-091-5041	12/13
13111	2	Inv	SUPPORT		11/30/2013 12/03/2013	350.00	2 No		.00		002-092-5041	12/13
Total 13111						850.00						
13112	1	Inv	EQUIPMENT		11/26/2013 12/03/2013	2,127.79	2 No		.00		002-091-5071	12/13
13113	1	Inv	SUPPORT		11/27/2013 12/04/2013	997.50	2 No		.00		002-092-5041	12/13
13113	2	Inv	SUPPORT		11/27/2013 12/04/2013	997.50	2 No		.00		002-091-5041	12/13
Total 13113						1,995.00						
Total 4771						4,972.79						
FUTURE TIRE, INC.				5241								
W29530	1	Inv	TIRES		11/20/2013 12/11/2013	212.75	2 No		.00		001-084-5024	12/13
W29525	1	Inv	TIRE		11/20/2013 12/11/2013	474.59	2 No		.00		007-087-5024	12/13
W29563	1	Inv	TIRES		11/26/2013 12/11/2013	575.15	2 No		.00		001-084-5024	12/13
W29552	1	Inv	REPAIRS		11/25/2013 12/11/2013	15.00	2 No		.00		001-050-5024	12/13
W29550	1	Inv	TIRE		11/25/2013 12/11/2013	427.98	2 No		.00		001-084-5024	12/13
Total 5241						1,705.47						
Total 12/3/2013						11,699.85						

12/03/2013 GL Period Summary

GL Period	Amount

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<u>GL Period</u>	<u>Amount</u>
12/13	<u>11,699.85</u>
	<u><u>11,699.85</u></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>12/4/2013</b>											
BETTER COMMUNICATIONS CO			2430								
12532	1	Inv	CHARGER	11/26/2013	76.07	0		.00			12/13
				12/11/2013		No			001-060-5071		
DANA KEPNER CO.			4071								
4622686-00	1	Inv	METER TEST	11/27/2013	52.68	1		.00			12/13
				12/11/2013		No			002-091-5041		
FUTURE TIRE, INC.			5241								
W29572	1	Inv	REPAIRS	11/27/2013	67.16	2		.00			12/13
				12/11/2013		No			001-084-5024		
AMERIGAS - HOLBROOK			920								
3023326606	1	Inv	UTILITIES	11/28/2013	561.82	2		.00			12/13
				12/04/2013		No			001-040-5048		
3023326603	1	Inv	UTILITIES	11/28/2013	2,392.38	2		.00			12/13
				12/04/2013		No			001-040-5048		
3023326600	1	Inv	UTILITIES	11/28/2013	1,587.78	2		.00			12/13
				12/04/2013		No			001-040-5048		
Total 920					4,541.98						
BETTER COMMUNICATIONS CO			2430								
12537	1	Inv	RADIOS	11/29/2013	258.91	0		.00			12/13
				12/11/2013		No			002-091-5071		
12538	1	Inv	RADIOS	12/02/2013	90.47	0		.00			12/13
				12/11/2013		No			001-060-5071		
12536	1	Inv	RADIOS	11/28/2013	1,847.63	0		.00			12/13
				12/11/2013		No			001-060-5071		
Total 2430					2,197.01						
ARIZONA DEPT OF REVENUE			1220								
11302013	1	Inv	UTILITIES TAX	11/30/2013	2,572.36	0		.00			12/13
				12/11/2013		No			002-0002460		
FRONTIER COMM TELE			3350								
12012013	1	Inv	UTILITIES	12/01/2013	111.89	0		.00			12/13
				12/04/2013		No			002-091-5048		
12012013	2	Inv	UTILITIES	12/01/2013	151.79	0		.00			12/13
				12/04/2013		No			001-060-5048		
12012013	3	Inv	UTILITIES	12/01/2013	1,211.49	0		.00			12/13
				12/04/2013		No			001-050-5048		
12012013	4	Inv	UTILITIES	12/01/2013	153.45	0		.00			12/13
				12/04/2013		No			001-084-5048		
12012013	5	Inv	UTILITIES	12/01/2013	154.46	0		.00			12/13
				12/04/2013		No			001-085-5048		
12012013	6	Inv	UTILITIES	12/01/2013	243.33	0		.00			12/13
				12/04/2013		No			001-093-5048		
12012013	7	Inv	UTILITIES	12/01/2013	509.65	0		.00			12/13
				12/04/2013		No			002-092-5048		
12012013	8	Inv	UTILITIES	12/01/2013	136.87	0		.00			12/13
				12/04/2013		No			001-040-5048		

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 12012013				2,672.93						
Total 3350				2,672.93						
Total 12/4/2013				12,180.19						

12/04/2013 GL Period Summary

GL Period	Amount
12/13	12,180.19
	<u>12,180.19</u>
Grand Total:	<u>61,160.76</u>

Report GL Period Summary

GL Period	Amount
11/13	37,280.72
12/13	23,880.04
	<u>61,160.76</u>

Vendor Number Hash: 135109  
 Vendor Number Hash - Split: 231918  
 Total Number of Invoices: 39  
 Total Number of Transactions: 86

TC	Terms Description	Invoice Amt	Discount Amt	Net Inv Amt
0	Open Terms	48,948.39	.00	48,948.39
1	NET 20	52.68	.00	52.68
2	NET 7	12,159.69	.00	12,159.69
3	IMMEDIATELY	.00	.00	.00
		<u>61,160.76</u>	<u>.00</u>	<u>61,160.76</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>11/26/2013</b>												
SOLOMON LAW OFFICES, P.C.			20955									
10312013	1	Inv	PROFESSIONAL SERVICE		11/21/2013 11/26/2013	675.00	0 No		.00		001-004-5041	11/13
CMI, INC			21561									
793900	1	Inv	INTOXILIZER SUPPLIES		11/11/2013 12/11/2013	146.36	0 No		.00		001-050-5026	11/13
UPS - UNITED PARCEL SERVICE			12473									
3943463	1	Inv	MAILINGS		11/16/2013 11/26/2013	22.17	2 No		.00		002-091-5042	11/13
LEWUS ELECTRIC CO., INC.			21827									
2158	1	Inv	MOTOR		09/27/2013 12/11/2013	711.16	0 No		.00		002-092-5026	11/13
WELLS FARGO REMITTANCE CENTER			20946									
08022013	22	Inv	SUPPLIES		08/02/2013 08/07/2013	27.38	0 No		.00		001-099-5026	11/13
08022013	23	Inv	SUPPLIES		08/02/2013 08/07/2013	59.96	0 No		.00		006-014-6002	11/13
Total 08022013						87.34						
Total 20946						87.34						
R.T.R.			22159									
10292013	1	Inv	REFUND UTILITY		10/29/2013 11/27/2013	454.40	0 No		.00		002-0002520	11/13
WELLS FARGO REMITTANCE CENTER			20946									
OUNCILMAN												
10022013	1	Inv	SUPPLIES		10/02/2013 11/27/2013	418.95	0 No		.00		027-015-5053	11/13
10022013	1	Inv	SUPPLIES		10/02/2013 11/27/2013	87.86	0 No		.00		001-004-5026	11/13
Total 20946						506.81						
RDO EQUIPMENT CO			10080									
01282013	2	Inv	PARTS		01/28/2013 02/04/2013	1,714.79	2 No		.00		007-087-5024	11/13
PICPAK	2	Inv	PARTS/REPAIRS		10/04/2010 10/11/2010	664.52	2 No		.00		007-087-5024	11/13
Total 10080						2,379.31						
O'REILLY AUTO PARTS			21822									
248863	1	Inv	PARTS		11/15/2013 12/11/2013	15.35	0 No		.00		001-050-5024	11/13
249351	1	Inv	PARTS		11/20/2013 12/11/2013	31.85	0 No		.00		001-040-5024	11/13

R Column: Y = Recurring Payment

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
249337	1	Inv	PARTS		11/20/2013	25.79	0		.00			11/13
					12/11/2013		No			007-087-5024		
249344	1	Inv	PARTS		11/20/2013	4.35	0		.00			11/13
					12/11/2013		No			001-050-5024		
Total 21622						<u>77.34</u>						
Total 11/26/2013						<u>301.27</u>						

11/26/2013 GL Period Summary

GL Period	Amount
11/13	<u>301.27</u>
	<u><u>301.27</u></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>11/27/2013</b>											
ARIZONA PUBLIC SERVICE			21025								
60840	1	Inv	STREETLIGHT AGREEME	12/01/2013	559.68	0		.00			11/13 Y
				12/01/2013		No			007-087-5048		
U.S. POSTMASTER			21221								
56	1	Inv	UTILTIY BILLING	12/01/2013	296.67	0		.00			11/13 Y
				12/01/2013		No			002-090-5042		
56	2	Inv	UTILITY BILLING	12/01/2013	296.67	0		.00			11/13 Y
				12/01/2013		No			002-091-5042		
56	3	Inv	UTILITY BILLING	12/01/2013	296.67	0		.00			11/13 Y
				12/01/2013		No			002-092-5042		
Total 56					890.01						
Total 21221					890.01						
COPIER PROGRAM DIVISION			21479								
3180016149	1	Inv	COPIER LEASE	12/01/2013	346.82	0		.00			11/13 Y
				12/01/2013		No			001-004-5047		
YESCO			21716								
28	1	Inv	MAINTENANCE	12/01/2013	265.00	0		.00			11/13 Y
				12/01/2013		No			001-014-5057		
CABLE ONE 23414-459480-01-5			21944								
10012026	1	Inv	UTILITIES	12/01/2013	58.00	0		.00			11/13 Y
				12/01/2013		No			001-060-5048		
CABLE ONE 23414-123561-01-8			21945								
10012026	1	Inv	UTILITIES	12/01/2013	58.00	0		.00			11/13 Y
				12/01/2013		No			001-050-5048		
CABLEONE 23414-468281-01-6			21946								
10012026	1	Inv	UTILITIES	12/01/2013	434.34	0		.00			11/13 Y
				12/01/2013		No			001-004-5048		
CABLEONE #23414-470574-01-1			22006								
3012022	1	Inv	UTILITIES	12/01/2013	102.00	0		.00			11/13 Y
				12/01/2013		No			001-020-5048		
CABLE ONE 23414-472364-01-4			22031								
50120	1	Inv	UTILITIES	12/01/2013	69.45	0		.00			11/13 Y
				12/01/2013		No			002-091-5048		
CABLEONE 23414-472179-01-7			22148								
11012014	1	Inv	UTILITIES	12/01/2013	130.99	0		.00			11/13 Y
				12/01/2013		No			002-091-5048		
11012014	2	Inv	UTILITIES	12/01/2013	130.99	0		.00			11/13 Y
				12/01/2013		No			002-092-5048		
Total 11012014					261.98						

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
Total 22148						261.98						
STUART, DOYCE 20964												
11262013	1	Inv	MILEAGE		11/26/2013 11/27/2013	103.96	0 No		.00		001-005-5045	11/13
CROSS U WELL SERVICE 20967												
262	1	Inv	PUMP REPAIRS		11/22/2013 12/10/2013	1,250.00	0 No		.00		002-091-5041	11/13
SUN RIDGE SYSTEMS INC. 11447												
3436	1	Inv	SUPPORT SERVICES		11/23/2013 12/10/2013	5,088.00	2 No		.00		001-050-5047	11/13
SENTRY FIRE PROTECTION 10670												
174692	1	Inv	EXTINGUISHERS		11/20/2013 12/10/2013	63.30	0 No		.00		001-050-5047	11/13
O'REILLY AUTO PARTS 21622												
249603	1	Inv	PARTS		11/22/2013 12/10/2013	7.41	0 No		.00		002-091-5026	11/13
249603	2	Inv	PARTS		11/22/2013 12/10/2013	7.41	0 No		.00		002-092-5026	11/13
Total 249603						14.82						
Total 21622						14.82						
Total 11/27/2013						9,565.36						

11/27/2013 GL Period Summary

GL Period	Amount
11/13	9,565.36
	<u>9,565.36</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>12/3/2013</b>												
FDC RESCUE PRODUCTS				21635								
4727	1	Inv	FIRE EQUIPMENT		11/15/2013 12/10/2013	1,558.63	0 No		.00			12/13 001-060-5071
O'REILLY AUTO PARTS				21622								
249954	1	Inv	PARTS		11/25/2013 12/10/2013	45.80	0 No		.00			12/13 001-050-5024
249937	1	Inv	PARTS		11/25/2013 12/10/2013	14.82	0 No		.00			12/13 001-050-5024
Total 21622						60.62						
R.A.G.H.T.				10005								
12012013	1	Inv	INSURANCE PREMIUMS		12/01/2013 12/03/2013	54,428.38	2 No		.00			12/13 099-0002524
WELLS FARGO REMITTANCE CENTER				20946								
.2013POLICE	1	Inv	SUPPLIES		11/04/2013 12/03/2013	238.96	0 No		.00			12/13 001-050-5026
.2013POLICE	2	Inv	SUPPLIES		11/04/2013 12/03/2013	15.90	0 No		.00			12/13 001-050-5021
.2013POLICE	3	Inv	UNIFORMS		11/04/2013 12/03/2013	27.50	0 No		.00			12/13 001-050-5023
Total 11042013POLICE						282.36						
Total 20946						282.36						
O'REILLY AUTO PARTS				21622								
249479	1	Inv	PARTS		11/21/2013 12/11/2013	52.65	0 No		.00			12/13 001-040-5024
250082	1	Inv	PARTS		11/26/2013 12/11/2013	10.90	0 No		.00			12/13 001-084-5024
250064	1	Inv	PARTS		11/26/2013 12/11/2013	65.62	0 No		.00			12/13 001-084-5024
250120	1	Inv	PARTS		11/26/2013 12/11/2013	12.00	0 No		.00			12/13 007-087-5024
250161	1	Inv	PARTS		11/27/2013 12/11/2013	16.87	0 No		.00			12/13 007-087-5024
250119	1	Inv	PARTS		11/26/2013 12/11/2013	252.86	0 No		.00			12/13 001-084-5024
250046	1	Inv	PARTS		11/26/2013 12/11/2013	117.77	0 No		.00			12/13 002-091-5024
250043	1	Inv	PARTS		11/26/2013 12/11/2013	32.69	0 No		.00			12/13 002-091-5024
Total 21622						561.36						
Total 12/3/2013						56,891.35						

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<u>GL Period</u>	<u>Amount</u>
12/13	56,891.35
	<u>56,891.35</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>12/4/2013</b>												
KANFUSI, SULI				22160								
11242013	1	Inv	PROFESSIONAL FEES		11/24/2013 12/04/2013	50.00	0 No		.00		001-060-5041	12/13
JACK'S MUSTANG				10250								
4271	1	Inv	PROPANE		12/04/2013 12/11/2013	9.19	0 No		.00		007-087-5024	12/13
QUILL OFFICE PRODUCTS				9990								
7436646	1	Inv	SUPPLIES		11/21/2013 12/11/2013	282.86	0 No		.00		001-050-5021	12/13
BOCHINCLONNY, TYSON ABE				22161								
286410	1	Inv	REFUND DEPOSIT		12/01/2013 12/04/2013	104.79	0 No		.00		002-0002520	12/13
JACK'S MUSTANG				10250								
4256	1	Inv	PROPANE		12/02/2013 12/11/2013	22.26	0 No		.00		007-087-5024	12/13
DICKINSON WRIGHT MARISCAL				22018								
895538	1	Inv	PROFESSIONAL SERVICE		11/27/2013 12/11/2013	8,700.00	0 No		.00		001-004-5041	12/13
WALT'S HARDWARE-CHAMBER BILLS				21997								
123365	1	Inv	SUPPLIES		11/06/2013 12/11/2013	70.46	0 No		.00		006-014-6001	12/13
ADVANCED INFOR SYSTEMS				21240								
11044	1	Inv	UTILITY BILLING		11/30/2013 12/04/2013	164.36	0 No		.00		002-090-5042	12/13
11044	2	Inv	UTILITY BILLING		11/30/2013 12/04/2013	164.36	0 No		.00		002-091-5042	12/13
11044	3	Inv	UTILITY BILLING		11/30/2013 12/04/2013	164.36	0 No		.00		002-092-5042	12/13
11044	4	Inv	MAILER		11/30/2013 12/04/2013	281.50	0 No		.00		001-050-5042	12/13
Total 11044						774.58						
Total 21240						774.58						
PATE, MADISEN D.				22162								
105308	1	Inv	UTILITY REFUND		12/03/2013 12/04/2013	23.58	0 No		.00		002-0002520	12/13
SENTRY FIRE PROTECTION				10670								
174963	1	Inv	MAINT		12/02/2013 12/11/2013	122.02	0 No		.00		001-004-5047	12/13
LARSON WASTE				22010								
32773	1	Inv	WASTE AGREEMENT		11/30/2013 12/04/2013	12,665.00	0 No		.00		002-090-5047	12/13
32772	1	Inv	WASTE AGREEMENT		11/30/2013	13,518.00	0		.00			12/13

R Column: Y = Recurring Payment

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
					12/04/2013		No			002-090-5047		
Total 22010						26,183.00						
KOLMORGAN, MARISOL 22163												
1158.04	1	Inv	REFUND DEPOSIT		12/01/2013	97.95	0		.00			12/13
					12/04/2013		No			002-0002520		
Total 12/4/2013						36,440.69						

12/04/2013 GL Period Summary

GL Period	Amount
12/13	36,440.69
	<u>36,440.69</u>
Grand Total:	<u>103,198.67</u>

Report GL Period Summary

GL Period	Amount
11/13	9,866.63
12/13	93,332.04
	<u>103,198.67</u>

Vendor Number Hash: 1079479  
 Vendor Number Hash - Split: 1292249  
 Total Number of Invoices: 55  
 Total Number of Transactions: 65

TC	Terms Description	Invoice Amt	Discount Amt	Net Inv Amt
0	Open Terms	46,039.43	.00	46,039.43
2	NET 7	57,159.24	.00	57,159.24
		<u>103,198.67</u>	<u>.00</u>	<u>103,198.67</u>

Report Criteria:  
 Invoice.Vendor No = 9701-99999

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

# CITY OF HOLBROOK

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



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

## AGENDA

### REGULAR CITY COUNCIL MEETING

NOVEMBER 26, 2013

6:00 P.M.

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

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

- 1) CALL TO ORDER:
- 2) ROLL CALL:
- 3) PLEDGE OF ALLEGIANCE/INVOCATION:
- 4) PUBLIC ANNOUNCEMENTS AND PRESENTATIONS (Please limit to 10 minutes).
- 5) CALL TO THE AUDIENCE:  
The City Council welcomes public comment at this time only for items listed on this Agenda. There is a five minute time limit per citizen.
- 6) CONSENT AGENDA
  - A. Claims/payment approval for November 8, 2013 thru November 20, 2013: Documentation for claims is available at City Hall. *Cpg 47*
  - B. Minutes of the special meeting held on July 30, 2013. *Cpg 17*
  - C. Minutes of the regular meeting held on November 12, 2013. *Cpg 22*

### 7) REPORTS:

**Mayor:**  
**Council Members:**  
**Manager:**

**Police Chief:**

- 8) OLD BUSINESS:
- 9) NEW BUSINESS:
- A. Council report and possible discussion regarding the status of the personnel investigation-Council.
  - B. Discussion/possible action regarding Councilmember Carlisle's request to attend the Arizona Rural Transportation Summit-Councilmember Carlisle. (pg 32)
  - C. Discussion/possible action regarding the cancellation of the regular meeting to be held on December 24, 2013-City Clerk Reyes.
- 10) EXECUTIVE SESSION:
- A. Pursuant to ARS 38-431.03(A) (3), the Council may adjourn into executive session for discussion or consultation or legal advice with the City Attorney for any item listed on the agenda.
  - B. Pursuant to ARS Section 38-431.03(A) (3), the Council may adjourn into executive session for discussion or consultation for legal advice with the attorneys of the public body regarding investigation of alleged personnel violations.
  - C. Pursuant to ARS Section 38-431.03(A) (4), the Council may adjourn into executive session for discussion or consultation with the attorneys of the public body in order to consider its position and instruct the attorneys of the public body regarding contemplated litigation or in settlement discussions conducted in order to avoid litigation concerning allegations of personnel violations and/or violations of City policies.
  - D. Pursuant to ARS Section 38-431.03(A) (3), the Council may adjourn into executive session for discussion or consultation for legal advice with the attorneys of the public body regarding personnel policies and procedures.

11) POST EXECUTIVE SESSION:

12) CLAIMS/PAYMENT APPROVAL FOR WALT'S HARDWARE: \$ 590.77 (pg 35)

13) CALL TO THE AUDIENCE:

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

Citizens may complete one Request to Speak "Public Comment" card per night and submit it to the City Clerk before or during the Council meeting. During this time, any member of the public may come forward and address the City Council on any issue within the jurisdiction of the Council. Public Comment time is reserved for citizen comments regarding non-agendized items. **Speakers are limited to 3 minutes per speaker to address the Council during "Public Comment" time.** Members of the City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01 (H), action taken as a result of public comment will be limited to directing City staff to study the matter, responding to any criticism, or scheduling the matter for further consideration and decision at a later date. Items on the agenda will not be heard or discussed in Call to the Public. Video or audio tapes or other overhead visual aids are not allowed during these public appearances. All speakers should begin their remarks by stating their name and address for the record.

14) ADJOURNMENT:

Dated this 19th<sup>day</sup> of November 2013.

  
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 NOVEMBER 26, 2013  
4

5   CALL TO ORDER:

6   Councilmember Carlisle called the meeting to order at 6:01 p.m.

7   ROLL CALL:

8   Mayor Jeff Hill, Vice-Mayor Charles Haussman, Councilmember's Myron Maxwell,

9   Richard Peterson, Phil Cobb, Bobby Tyler and Wade Carlisle.

10   PLEDGE OF ALLEGIANCE/INVOCATION:

11   City Clerk Reyes led the pledge of allegiance and Councilmember Peterson

12   gave the invocation.

13   CITY STAFF:

14   City Manager Ray Alley, Chief of Police Mark Jackson and City Clerk Cher Reyes. City

15   Attorneys Marlene Pontrelli and Samuel Coffman were telephonically present for

16   Executive Session and Post Executive Session.

17   CEREMONIALS/ANNOUNCEMENTS/PRESENTATION:

18   Mayor Hill presented a plaque to the Council from the Navajo County Fair Board in

19   appreciation of what the City provided for this year's fair.

20   PETITIONS FROM THE PUBLIC:

21   OLD BUSINESS:

22   CONSENT AGENDA:

23   A.   Claims/payment approval for November 8, 2013 thru November 20, 2013.

24   B.   Minutes of the special meeting held on July 30, 2013.

25   C.   Minutes of the regular meeting held on November 12, 2013.

1 Vice-Mayor Haussman made a motion to approve the consent agenda. Councilmember  
2 Carlisle seconded and the motion carried unanimously.

3 SUMMARY OF CURRENT EVENTS:

4 Mayor:

5 1. Mayor Hill announced that the annual parade of lights will be held on December  
6 14, 2013.

7 Councilmembers:

8 1. Councilmember Cobb reported that the schools are on Thanksgiving break.  
9 2. Councilmember Cobb reported that the Roxy will be showing a movie for special  
10 needs persons this weekend.

11 3. Councilmember Carlisle reported that he had attend the NACOG transportation  
12 board meeting and that different taxing options had been discussed.

13 Councilmember Carlisle stated that some states are taxing mileage on vehicles  
14 annually.

15 Manager's Report:

16 1. Manager Alley reported that the Streets Department is working on crack sealing  
17 Spurlock and removing weeds from alleyways.

18 2. Manager Alley reporter that the Water Department is working at the booster  
19 tanks removing an old building and equipment. Manager Alley reported that they  
20 are also tearing down the fence and will replace it with new 6ft chain link.

21 3. Manager Alley reported that Christmas decorations will be going up next week.

22 4. Manager Alley reported that Tesla has resubmitted there plans for an Electric  
23 Charging station and they have been approved.

1 5. Manager Alley reported that he spoke to the engineer proposed Holiday Inn  
2 project today and they are submitting drainage plans.

3 6. Chief Jackson reported that they are moving forward with the Lexipool review.

4 7. Chief Jackson reported that they have advertised for the evidence clerk and  
5 have receive 5 or 6 applications.

6 8. Chief Jackson reported that 4 applicants tested for Officer and 3 had passed.  
7 Chief Jacksons stated if they pass all the other elements they will be offered a  
8 pre-employment contract and will attend the academy in Snowflake which begins  
9 January 6, 2014.

10 OLD BUSINESS:

11 NEW BUSINESS:

12 A. Item moved until after executive session as it pertains to those items.

13 B. Councilmember Carlisle asked to be allowed to attend the Arizona Rural  
14 Transportation Summit in Prescott on January 15-17, 2014.

15 Councilmember Carlisle stated that he will pay his own motel.

16 Councilmember Carlisle stated that the State Reps will be present and  
17 he wants to lobby to get HURF funds back. Councilmember Cobb made  
18 a motion to allow Councilmember Carlisle to attend the summit. Vice-  
19 Mayor Haussman seconded and the motion carried unanimously.

20 C. Vice-Mayor Haussman made a motion to cancel the December 24, 2013  
21 regular meeting. Councilmember Cobb seconded and the motion  
22 carried on a 6 to 1 vote with Councilmember Carlisle casting the nay  
23 vote.

1 EXECUTIVE SESSION:

2 Mayor Hill made a motion to adjourn into executive session for discussion or  
3 consultation or legal advice with the City Attorney for any item listed on the  
4 agenda, for legal advice with the attorneys of the public body regarding  
5 investigation of alleged personnel violations, in order to consider its position and  
6 instruct the attorneys of the public body regarding contemplated litigation or in  
7 settlement discussions conducted in order to avoid litigation concerning  
8 allegations of personnel violations and/or violations of City policies, and for legal  
9 advice with the attorneys of the public body regarding personnel policies and  
10 procedures. Councilmember Tyler seconded. The motion to adjourn carried on a  
11 6 to 1 vote with Councilmember Cobb casting the nay vote.

12 POST EXECUTIVE SESSION:

13 Council reconvened into regular session at 8:24 p.m. Attorney Pontrelli was in  
14 attendance telephonically. Mayor Hill stated, although the investigation found some  
15 instances where the personnel handbook was not strictly followed, the investigation did  
16 not reveal any indication of criminal actions that were engaged in by any individuals that  
17 would necessitate an investigation by an outside law enforcement agency. Mayor Hill  
18 asked Attorney Pontrelli if this was a true statement and she replied "yes".

19 CALL TO THE AUDIENCE:

20 Leo Maestas petitioned the Council wishing them a Happy Thanksgiving. Mr. Maestas  
21 stated that he has never seen such an egregious violation of the open meeting law. Mr.  
22 Maestas stated that to invite the person who is accused of violations to attend the  
23 executive session is like the person being indicted by Grand Jury being allowed to

1 attend the meeting. Mr. Maestas stated that he would be reported his observations on  
2 Monday to the proper authorities.

3 CLAIMS/PAYMENT APPROVAL FOR: Walt's Hardware: Councilmember Carlisle  
4 recused himself from this item as he is the owner of Walt's Hardware and he left the  
5 Chambers. Councilmember Cobb made a motion to approve the claims to Walt's  
6 Hardware in the amount of \$590.77. Councilmember Tyler seconded and the motion  
7 carried unanimously.

8 ADJOURNMENT:

9 There being no further business to come before the Council at this time Mayor Hill  
10 adjourned the meeting by unanimous consent at 8:32 p.m.

11

12

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

13

CERTIFICATION:

14

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of

15

the regular meeting of the Holbrook City Council held on the November 26, 2013. I

16

further certify that the meeting was duly called and held and that a quorum was present.

17

18

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

19

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

# CITY OF HOLBROOK



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## AGENDA

### REGULAR CITY COUNCIL MEETING

OCTOBER 8, 2013

6:00 P.M.

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

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

- 1) CALL TO ORDER:
- 2) ROLL CALL:
- 3) PLEDGE OF ALLEGIANCE/INVOCATION:
- 4) PUBLIC ANNOUNCEMENTS AND PRESENTATIONS (Please limit to 10 minutes)
- 5) CALL TO THE AUDIENCE:  
The City Council welcomes public comment at this time only for items listed on this Agenda. There is a five minute time limit per citizen.
- 6) CONSENT AGENDA
  - A. Claims/payment approval for September 19, 2013 thru October 3, 2013: Documentation for claims is available *at City Hall. (PAGE 4)*
  - B. Minutes of the Regular meeting held on August 19, 2013. (Page 22)
  - C. Minutes of the Special meeting held on August 27, 2013. (Page 38)
  - D. Minutes of the Special meeting held on September 4, 2013(Page 41)
- 7) CLAIMS/PAYMENT APPROVAL FOR WALT'S HARDWARE: \$ 484.45  
(Page 50)

8) REPORTS:

**Mayor:**

**Council Members:**

**Manager:**

1. **General Plan review.**
2. **East Navajo Boulevard Park.**

9) OLD BUSINESS:

- A. Discussion/possible action regarding Police Department Policy and Procedure update-Manager Alley.

10) NEW BUSINESS:

- A. Discussion/possible action regarding funds request from Holbrook Elk's for the Spooktacular Halloween Party. (Pg 52)
- B. Ordinance 13-11, accepting and establishing "Diamondback Drive", first reading. (Pg 53)
- C. Resolution 13-11, concerning the proposed listing of the Mexican Wolf and nonessential experimental population rule. (Pg 55)
- D. Discussion/possible action regarding approval of updated Salary Tables for the Holbrook Classification and Compensation Plan-Manager Alley. (Pg 58)
- E. Discussion/possible action regarding adding the position and job description of a Patrol Lieutenant to the Classification and Compensation Plan. (Pg 60)
- F. Discussion/possible action regarding adding the position and job description of the Office Assistant/Evidence Clerk Position for the Police Department in the Classification and Compensation. (Pg 64)

11) EXECUTIVE SESSION:

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

12) POST EXECUTIVE SESSION:

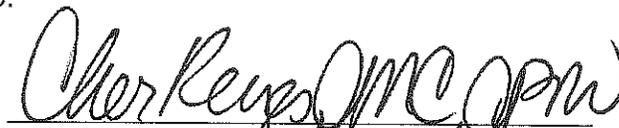
13) CALL TO THE AUDIENCE:

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

Citizens may complete one Request to Speak "Public Comment" card per night and submit it to the City Clerk before or during the Council meeting. During this time, any member of the public may come forward and address the City Council on any issue within the jurisdiction of the Council. Public Comment time is reserved for citizen comments regarding non-agendized items. **Speakers are limited to 3 minutes per speaker to address the Council during "Public Comment" time.** Members of the City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01 (H), action taken as a result of public comment will be limited to directing City staff to study the matter, responding to any criticism, or scheduling the matter for further consideration and decision at a later date. Items on the agenda will not be heard or discussed in Call to the Public. Video or audio tapes or other overhead visual aids are not allowed during these public appearances. All speakers should begin their remarks by stating their name and address for the record.

14) ADJOURNMENT:

Dated this 1st<sup>day</sup> of October 2013.

  
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 8, 2013  
4

5 CALL TO ORDER:

6 Mayor Hill called the meeting to order at 6:01 p.m.

7 ROLL CALL:

8 Mayor Jeff Hill, Vice-Mayor Charles Hausman, Councilmember's Myron Maxwell,

9 Richard Peterson, Phil Cobb, Bobby Tyler and Wade Carlisle.

10 PLEDGE OF ALLEGIANCE/INVOCATION:

11 Councilmember Peterson led the pledge of allegiance and Councilmember Cobb

12 gave the invocation.

13 CITY STAFF:

14 City Manager Ray Alley, Finance Director Randall Sullivan, Police Chief Mark Jackson

15 and City Clerk Cher Reyes.

16 CEREMONIALS/ANNOUNCEMENTS/PRESENTATION:

17 PETITIONS FROM THE PUBLIC:

18 CONSENT AGENDA:

19 A. Claims/payment approval for September 19, 2013 thru October 3, 2013.

20 B. Minutes of the regular meeting held on August 19, 2013.

21 C. Minutes of the special meeting held on August 27, 2013.

22 D. Minutes of the special meeting held on September 4, 2013.

23 Councilmember Carlisle made a motion to approve the consent agenda.

24 Councilmember Cobb seconded and the motion carried unanimously.

25 CLAIMS/PAYMENT APPROVAL FOR: Walt's Hardware: Item moved to the end of agenda by

26 unanimous consent.

1 SUMMARY OF CURRENT EVENTS:

2 Mayor:

3 Councilmembers:

- 4 1. Vice-Mayor Haussman offered condolences to the family of Wally Newman.

5 Manager's Report:

- 6 1. City Clerk Reyes reported that the Planning and Zoning Commission will begin  
7 reviewing the General Plan for any updates that are needed.
- 8 2. Manager Alley reported that approval has been given from ADOT for the Navajo  
9 Blvd. Park.
- 10 3. Manager Alley reported that crews are finishing 5<sup>th</sup> Street and Mendell and may  
11 move on to Heywood depending on the weather.
- 12 4. Manager Alley reported that crews are crack sealing and patching. Manager  
13 Alley stated that he hopes to obtain more millings from ADOT.

14 OLD BUSINESS:

- 15 A. Chief Jackson reported that Lieutenant Harrelson and he have completed 2 of 3  
16 required trainings for Lexipool. Chief Jackson stated that once they complete the  
17 training they can begin review of the Department's procedures. Mayor Hill stated  
18 that there are a number of Manager's and Chiefs in our area who are interested  
19 in this process also and they will be contacting the Chief.

20 NEW BUSINESS:

- 21 A. Cindy Allen from the Holbrook Elk's requesting funds from the Council  
22 in the amount of \$300.00 for the Annual Halloween Spooktacular. Ms.  
23 Allen stated that the Elks and the HELP Coalition are joining together to

1 hold the event. Ms. Allen stated that the HELP Coalition is hosting a  
2 softball tournament to raise money for candy also. Vice-Mayor  
3 Haussman made a motion to donate \$500.00 for the Spooktacular.  
4 Councilmember Tyler seconded and the motion carried unanimously.

5 B. Mayor Hill presented Ordinance 13-11 for its first reading captioned as  
6 follows:

7 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF HOLBROOK, ARIZONA,  
8 ACCEPTING AND ESTABLISHING "DIAMONDBACK DRIVE"  
9

10 Manager Alley explained that this proposed roadway is behind the OK  
11 RV Park west of Lizard Lane. Manager Alley stated that it will be a 60  
12 foot roadway. Manager Alley stated that the road is not up to City  
13 standards for roads and will need to be brought up to those standards at  
14 some point if the Council adopts the ordinance. Councilmember Carlisle  
15 stated that the street will need to be brought up to code unlike the last  
16 street that was accepted into by the Council. Mayor Hill stated that it will  
17 be the City's burden to maintain and upgrade this road.

18 C. Mayor Hill presented Resolution 13-11 which Supervisor Allen  
19 requested at the last meeting and which the Navajo County Supervisors  
20 had adopted captioned as follows:

21 **RESOLUTION OF THE CITY OF HOLBROOK COUNCIL CONCERNING THE PROPOSED**  
22 **LISTING OF THE MEXICAN WOLF AND NONESSENTIAL EXPERIMENTAL POPULATION**  
23 **RULE**  
24

25 Councilmember Peterson stated that under the endangered species law  
26 the Mexican Gray Wolf is endangered but not in threat of extinction.

1 Councilmember Peterson stated that the problem with re-introducing them to  
2 their habitat is that it has changed as humans were not part of the original  
3 habitat. Councilmember Peterson made a motion to adopt the resolution.  
4 Councilmember Maxwell seconded. Vice-Mayor Haussman stated that he  
5 appreciated that summary and said that someone who is involved with the  
6 project should be invited to attend a Council meeting so that Council can gain  
7 perspective from the other side. Vice-Mayor Haussman stated that he thought  
8 Ms. Allen's presentation was more anti-government than anti-wolf and which he  
9 took offense. Vice-Mayor Haussman asked as a City Council if we had wolf  
10 problems in the City of Holbrook or if we are simply making political statements.  
11 Councilmember Cobb questioned why we are trying to preserve this species  
12 only to allow it to be killed. Councilmember Cobb stated that he agreed with  
13 Vice-Mayor Haussman on the presentation given by Ms. Allen. Councilmember  
14 Maxwell stated that Holbrook hasn't had a wolf problem for many years.  
15 Councilmember Maxwell asked if the Council could imagine the money that has  
16 been spent to do nothing regarding the wolves. Councilmember Carlisle stated  
17 that 150 cattle killed over that period of time is not that much as that many  
18 could die from disease and such. Councilmember Carlisle stated that he does  
19 not see the adoption of the resolution changing anything as he believes that  
20 the wolf will still be introduced here. Councilmember Carlisle stated that the  
21 biggest problem cattle owners have is domesticated dogs. The Mayor called  
22 for the vote and the resolution carried on a 4-3 vote with Vice-Mayor

1 Hausman, Councilmember Tyler and Councilmember Cobb casting the "nay"  
2 votes.

3 D. Finance Director Sullivan stated that the Classification and  
4 Compensation Plan Salary table has been updated to reflect all the  
5 changes that have been made. Finance Director Sullivan stated that he  
6 revised the 2005 plan to include the 10% COLA and the \$4,000.00 raise  
7 from this year. Finance Director Sullivan stated that the minimums  
8 remained the same. Finance Director Sullivan stated that two positions  
9 have been added, Patrol Lieutenant and Evidence Clerk and that the  
10 Chief wants the Detective position to remain the same. Mayor Hill asked  
11 why the minimum is not raised because if the maximum changes and  
12 the mid-point the minimum should increase. Vice-Mayor Hausman  
13 stated that he has asked for this since June and has found it frustrating.  
14 Vice-Mayor Hausman asked what it takes to get from minimum to  
15 maximum, experience, longevity or education. Manager Alley replied a  
16 little of all and that it is at the discretion of the Personnel Director.  
17 Manager Alley stated that some people are in the same position that  
18 they were 30 years ago so longevity plays into it. Manager Alley stated  
19 that a lot of it is subjective depending on whether someone wants to  
20 better themselves by obtaining extra education or certifications. Vice-  
21 Mayor Hausman stated that he is always curious how other cities and  
22 towns in Arizona do their salaries and wonders if we need to do a salary  
23 study. Manager Alley stated that the League does provide a Wage and

1 Salary Survey which he can provide to the Council. City Clerk Reyes  
2 stated that there are 15 steps in the plan these steps were not followed  
3 due to budgetary restraints. Vice-Mayor Haussman stated that basically  
4 the plan is in place and this is Council's ratification of such.  
5 Councilmember Maxwell asked if we have checked to see how  
6 competitive Holbrook is. Manager Alley replied only for the Police  
7 Department positions. Councilmember Carlisle asked if we were the  
8 lowest. Finance Director Sullivan stated that we were on the low end.  
9 Finance Director Sullivan stated that Police Officer I has been split into  
10 Police Officer I and Police Officer II to allow for promotion and options  
11 when hiring a new officer who may already have training.  
12 Councilmember Carlisle asked what the point of the minimum is.  
13 Manager Alley stated that in some positions it allows for some discretion  
14 based on experience. Mayor Hill agreed with the subjectivity stating that  
15 with some supervisors you will get a better review based on their  
16 feelings not the performance. Manager Alley stated that there is a point  
17 where an employee is only worth so much money and it is less equitable  
18 for those on the lower scale. Councilmember Carlisle stated he would  
19 be curious to see standards established for certifications as it adds  
20 personal and professional value. Discussion was held regarding  
21 continuing education and being reimbursed for the tuition and other  
22 furthering education opportunities. Mayor Hill stated that he would like to  
23 see the minimum salary range go away. Vice-Mayour Haussman stated

1 that he would like to study it more. Manager Alley asked if Council  
2 would like a copy of the League survey. Manager Alley stated that he  
3 wanted the plan to be equitable. Councilmember Peterson made a  
4 motion to adopt the updated Salary tables for the Holbrook Classification  
5 and Compensation Plan. Councilmember Maxwell seconded.  
6 Councilmember Carlisle stated that he would like to table the item and  
7 place on the next agenda with the comparison and vote on it once and  
8 do it right. Mayor Hill stated that he would like it to be straightforward  
9 and simple for the employee's benefit. Councilmember Peterson stated  
10 that if this is passed the other items can still take place, this will just  
11 bring the tables up-to-date. Councilmember Maxwell stated that he did  
12 not see that it would hurt to put this in place and the Council has the  
13 ability to make changes. Councilmember Peterson amended his motion  
14 to read to amend the salary tables as presented and for the City  
15 Manager to provide the Council with the League comparisons by next  
16 Council meeting. Councilmember Maxwell seconded the amended  
17 motion. Manager Alley stated that the Personnel Director has reviewed  
18 and recommend the salary table changes. The motion carried on a 6 for  
19 1 against with Vice-Mayor Haussman casting the "nay" vote as he  
20 believes it warrants further study.

21 E. Chief Jackson asked to be allowed to add the position of Patrol  
22 Lieutenant Position to the classification and compensation plan. Chief  
23 Jackson stated this job description is the same as the Lieutenant

1 Position except the qualifications. Chief Jackson stated that minimum  
2 requirements are must have been certified police officer for 2 years and  
3 must have held the position of Sargent in a law enforcement agency.  
4 Vice-Mayor Haussman asked what budget this position will come from.  
5 Manager Alley stated that it will come from Police Department budget  
6 and since the department is down two officers the budget will cover it.  
7 Councilmember Cobb made a motion to add the position of Patrol  
8 Lieutenant to the Holbrook Classification and Compensation Plan.  
9 Councilmember Maxwell seconded and the motion carried unanimously.

10 F. Manager Alley stated that the position of Evidence Clerk would be a  
11 grade 22 in the Classification Plan. Chief Jackson stated that this  
12 position will take care of all evidence and log it into the Police  
13 Department which Lieutenant Harrelson is currently doing. Chief  
14 Jackson stated that the position will start out as Full Time until the work  
15 is brought current and then will be a part-time position. Councilmember  
16 Carlisle asked what the range would be for this position. Manager Alley  
17 replied that it was a grade 22. City Clerk Reyes stated that the range is  
18 \$18,341 to \$34,263. Councilmember Carlisle stated that the position  
19 would be hired at mid-point so the minimum should go away. Manager  
20 Alley stated that the position would not necessarily be hired at mid-point  
21 and that having the minimum gives some leeway for salary. Vice-Mayor  
22 Haussman stated that he would like the Personnel Director to be  
23 present at meeting when items relating to personnel issues are on the

1 agenda. Councilmember Carlisle made a motion to add the position of  
2 Office Clerk/Evidence Clerk to the Holbrook Classification and  
3 Compensation Plan. Vice-Mayor Hausman seconded and the motion  
4 carried unanimously.

5 EXECUTIVE SESSION:

6 POST EXECUTIVE SESSION:

7 CALL TO THE AUDIENCE:

8 CLAIMS/PAYMENT APPROVAL FOR: Walt's Hardware: Councilmember Carlisle  
9 recused himself from this item as he is the owner of Walt's Hardware and he left the  
10 Chambers. Councilmember Cobb made a motion to approve the claims to Walt's  
11 Hardware in the amount of \$484.45. Vice-Mayor Hausman seconded and the motion  
12 carried unanimously.

13 ADJOURNMENT:

14 There being no further business to come before the Council at this time Mayor Hill  
15 adjourned the meeting by unanimous consent at 7:27 p.m.

16  
17 \_\_\_\_\_  
18 Jeff Hill, Mayor

18 CERTIFICATION:

19 I hereby certify that the foregoing minutes are a true and correct copy of the minutes of  
20 the regular meeting of the Holbrook City Council held on the October 8, 2013. I further  
21 certify that the meeting was duly called and held and that a quorum was present.

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

## TOWN MANAGER EMPLOYMENT AGREEMENT

This Town Manager Employment Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of December 2013, (yet became effective November 18, 2012 as more specifically described in Section 3 and 4 below) by and between the Mayor and City Council of Holbrook, and Arizona municipal corporation, hereafter referred to as “City” and Ray Alley, hereafter referred to as “Manager.”

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, City and Manager (Collectively, the “Parties”, each a “Party”) agree as follows:

1. Employment. City hereby employs Manager as City Manager and Manager hereby accepts such employment from City upon the terms and conditions set forth herein.
  
2. Services and Duties. Manager’s duties as City Manager shall consist of those duties and obligations imposed upon the City Manager by the City of Holbrook Charter, City Code, ordinances and regulations of the City and those other duties and responsibilities delegated or assigned by the City Council, from time to time, to Manager. Manager shall faithfully, completely and accurately carry out and perform his duties in accordance with the highest professional and ethical standards of his profession and shall comply with all ordinances, rules, policies and regulations established or adopted by the City from time to time.
  
3. Term. The City does hereby agree to employ the Manager as its City Manager on an at will, month to month basis which began on November 18, 2012 and will continue on an at will, month to month basis.
  
4. Base Compensation. Due to the fact that the contract is an at will, month to month contract, the base compensation shall be equal to the amount of \$91,000.00 per year, paid only to the end of the month in which the Manger resigns, or the City dismisses the Manager, whichever comes first. The Manager understands and agrees that the City will never provide an increase in base compensation for the Manager and Manager agrees not to request/accept any increase in base compensation and the parties agree that the Manager shall never be eligible for an increase in base compensation. In exchange for the Manager’s agreement not to request/accept any increase in base compensation, the City agrees that for each month (from November 18, 2012) that the Manager remains employed by the City, as City Manager, the City shall allow the Manager to maintain the City’s *health, dental and vision insurance* benefits for that same number of months after the Manager resigns or the City ceases to employ the Manager, whichever comes first. (For example, if the Manager remains as City Manager for 10 months, from November 18, 2012 through September 17, 2013, then the City will allow

the Manager to maintain the City's health/dental/vision insurance for 10 additional months, from September 18, 2013 through July 17, 2014). This allowance to maintain the City's insurance shall be subject to the insurance premium provisions in Section 5 below.

5. Benefits. The base compensation above shall also include all benefits received by all full-time City personnel including, but not limited to, health, life, dental and vision insurance, sick leave and holiday benefits as set forth in the City's personnel rules. The Manager shall accrue vacation time in the same manner and at the same rate as other administrative employees of the City. The Manager shall accrue sick leave in the same manner and at the same rate as other administrative employees of the City. Manager is entitled to use the City's plan for cell phone equipment and usage. As health/dental/vision insurance premiums rise each year, the parties agree that the City shall only be responsible for five percent (5%) of any increased health/dental/vision insurance premium for the Manager each year. If the health/dental/vision insurance premiums rise by more than five percent (5%) each year, the Manager shall pay the difference, or the amount in excess of five percent (5%).

6. Automobile Allowance. Manager may use a City vehicle, if available, for City-related activities. If a City vehicle is not used for City-related activities, Manager **SHALL RECEIVE FUEL IN THE AMOUNT NOT TO EXCEED 80 GALLONS PER MONTH** for compensation for use the Manager's personal automobile and other expenses related to the duties of the Manager.

7. Termination of Agreement. Either party may terminate this Agreement pursuant to the following terms:

- a. Should the Manager desire to terminate this Agreement, Manager shall provide written notice of intent to terminate at least thirty (30) days prior to the actual date of termination. Council may, by the affirmative vote of four members of the Council, at a regular or special Council meeting, agree to allow the Manager to terminate the agreement on less than thirty (30) days written notice or to relieve the Manager of further duties at any time during the thirty (30) day period provided, however, that full compensation pro-rated on a month to month basis be paid to the Manager up to and including the Date of the Termination.
- b. Manager is employed at the will of City and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of City to terminate Manager and this Agreement at any time, without cause, by delivery of written notice of such termination to Manager not less than thirty (30) days in advance of the Termination Date set forth in the notice, unless the Parties otherwise agree The City Council at any regular or special meeting may terminate this agreement and shall establish at that meeting a

Date of Termination, provided, however, that full compensation pro-rated on a month to month basis be paid to the Manager up to and including the Date of the Termination.

8. Amendment. Nothing herein shall prohibit the parties from amending the terms and conditions this agreement as long as the amendment is made in writing and is executed by both the City and Manager.

9. Outside Activities. Manager shall not engage in any non-City connected business activity during the normal business hours of the City, except while on vacation, without the prior written approval of the City's Mayor or direction of the City Council. City agrees that occasional teaching, writing, or consulting work may be performed by Manager on Manager's time off, provided that such non-City connected activities do not interfere with Manager's ability to faithfully, promptly and to the best of Manager's ability, experience and talent, perform all of his obligations under this Agreement, express or implied, to the satisfaction of City, in its reasonable discretion.

10. Tax Withholding. All amounts of Base Compensation and other compensation, any, payable to Manager under this Agreement shall be reduced by any amounts that City is required to withhold with respect to such payments under the then applicable provision of any state, federal or local income or other tax laws, the so-called "FICA" laws, regulations or statutes of a like nature or any and all other state, federal or local laws of any kind or nature.

11. Residency Requirement. During this Agreement, residency requirements shall be applied to and satisfied by Manager pursuant to the conditions stated in the City of Holbrook Charter, § 3.02.

12. Bonding. City shall bear the full cost of any fidelity or other bonds required of Manager under any law, ordinance or City Charter requirement Manager shall complete all necessary applications and otherwise cooperate with City in applying for and obtaining such bond.

13. Return of Property. On the Termination Date, regardless of how or why this Agreement is terminated, or whenever otherwise reasonably requested by City, Manager shall immediately return to City any or all of City's property, tangible or intangible, real, personal or mixed, including, but not limited to, any such property that is in Manager's possession or under his control or which is used, produced or created by Manager in rendering services under this Agreement or otherwise, all of which Manager hereby acknowledges and agrees is and shall be the property of City.

14. Remedies. Except as expressly provided herein, the event of a breach of this Agreement by either party, the non-breaching party shall have all rights and remedies available at law, in equity or under the terms of this Agreement; provided, however, that in no event shall Manager have any right to punitive, exemplary consequential or

multiple damages against City, except for treble damages which may be available to Manager under ARS § 23-355 relating to the failure to pay wages when due.

15. Employer Policies. To the extent not inconsistent with the Agreement, Manager acknowledges and agrees that he is bound by all of the City's employment policies applying generally to employees, as they may be adopted and/or modified by City from time to time in its sole discretion. In the event of an inconsistency between the City's employment policies applying generally to employees, and any provision of this Agreement, the terms of this Agreement shall control.

16. Governing Law; Choice of Forum. This Agreement is executed, delivered and will be performed in the State of Arizona and the substantive laws of the State of Arizona (without reference to choice of law principles) shall govern its interpretation and enforcement. Any action brought to interpret or enforce any provisions of this Agreement, or otherwise relating to or arising from this Agreement, shall be commenced and maintained in the Superior Court of the State Arizona in and for the County of Navajo and each of the Parties irrevocably consents to jurisdiction and venue in such Court for such purposes.

17. Construction. This Agreement is intended to express the intent of both Parties, and irrespective of the identity of the Party or counsel who prepared this Agreement or any draft of this Agreement, no rule of strict construction shall be applied against any Party. All words used in this Agreement shall refer to the appropriate number or gender, regardless of the number or gender stated.

18. Conflict of Interest. This Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

19. Prohibition of Doing Business with Sudan and Iran. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

EXECUTED this \_\_\_\_ day of December, 2013.

\_\_\_\_\_  
Jeffrey Hill  
Mayor

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

Attest:

Approved as to Form:

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

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

## **EMPLOYMENT AGREEMENT BETWEEN THE CITY OF HOLBROOK AND THE CHIEF OF POLICE**

This Employment Agreement between the City of Holbrook, an Arizona municipal corporation (the "City"), and Mark Jackson as Chief of Police ("Chief") is entered into this 10th day of December 2013 (the "Agreement") as follows:

WHEREAS on August 23, 2011 the City Council ratified the selection by the City Manager of Mark Jackson as the Chief of Police for the City of Holbrook; and on December 10, 2013 revised the original employment agreement, Section III Item A, and

WHEREAS the parties are desirous of entering into an employment Agreement with the Chief;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

### **SECTION I**

#### **Duties**

The City hereby agrees to employ the Chief as Chief of Police for the City to perform such legally permissible and proper duties and functions as presented by state and local laws and ordinances and in accordance with the City Charter. The Chief is required at all times to maintain his AZPOST Certification.

### **SECTION II**

#### **Term**

- A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the services of the Chief at any time upon thirty (30) days notice, or the Chief from resigning voluntarily upon thirty (30) days written notice of his intent to resign.
- B. The term of this Agreement is for two years, commencing on August 11, 2013, which date shall be considered the anniversary date of the Chief's employment (the "Anniversary Date"), unless terminated sooner pursuant to the provisions contained herein. After the initial term, the Agreement may be renewed for an additional two year terms on the Anniversary Date on the terms and conditions stated herein provided that Police Chief provides to the City Manager written request to renew prior to July 1 of each two year term and the City Manager agrees in writing to the renewal of this Agreement.
- C. The Chief agrees to remain in the employ of the City during the term of this Agreement, and neither to accept other full-time employment nor to become

employed by any other employer full-time until the termination date of this Agreement.

### **SECTION III**

#### **Salary**

- A. The City agrees to pay the Chief for services rendered under this Agreement a salary of \$69,000 per annum effective July 1, 2013, payable in the same manner as other employees of the City and in accordance with the City's payroll system. Upon a satisfactory performance evaluation conducted by the City Manager, the City Manager will have sole authority, with the consent of the City Council, to grant an increase in salary in accordance with the pay range for the position. In addition, all other benefits available under the City's personnel policy to other City employees are applicable to the Chief, except that the Chief will receive one week advance sick leave and two weeks vacation time. Upon receiving advance sick leave and vacation time as stated herein, the Chief shall accumulate vacation leave at the rate of **3 WEEKS PER YEAR BEGINNING JANUARY 1, 2014**, and use vacation and sick leave in the same manner as other employees, as set forth in the Personnel Rules and Regulations
- B. It is expressly understood that the Chief's position is salaried and, as such, subject to variations in schedule and call-outs, both emergency and non-emergency.

### **SECTION IV**

#### **OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

- A. The City may fix such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Chief, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter or any other applicable law.
- B. It is expressly understood that the direct supervision for the Chief of Police is the City Manager and, as such, the Chief will report to him or her.

### **SECTION V**

#### **GENERAL PROVISIONS**

- A. This writing constitutes all of the agreements of the parties. Any supplemental or additional agreements hereafter shall be in writing signed by the parties.

- B. If any provision, or any portion thereof, contained in the Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.
- C. This Agreement shall become effective when executed by the parties hereto and shall be governed by the laws of the State of Arizona.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Holbrook, Arizona has caused this Agreement to be ratified by the City Council and signed and executed in its behalf by the City Manager, and duly attested by its City Clerk, and the Chief has signed and executed this Agreement.

\_\_\_\_\_  
Ray Alley  
City Manager

\_\_\_\_\_  
Mark Jackson  
Chief of Police

ATTEST:

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

**CITY OF HOLBROOK**

**INVOICE APPROVAL REPORT**

**BY GL NUMBER WALT'S  
HARDWARE**

11/21/2013 THRU 12/04/2013

**TOTAL** **\$639.78**