

"HUB OF THE SOUTHWEST"

465 1st Avenue
P.O. Box 970
Holbrook, AZ 86025

OUR MISSION

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

AGENDA

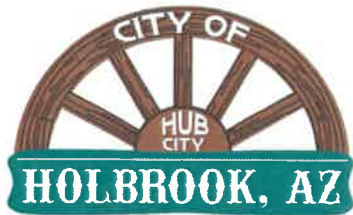
Regular City Council Meeting
6:00 p.m. December 26, 2019

**Meeting canceled due to the
Christmas Holiday**

**The next regularly scheduled meeting will be
January 9, 2020**

Posted the 2nd day of January 2020

Lisa Hunt, Deputy City Clerk



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AGENDA

Regular City Council Meeting
6:00 p.m. December 12, 2019

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. 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. Electronic versions of this agenda can be found at www.ci.holbrook.az.us.

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) CALL TO THE AUDIENCE FOR ITEMS ON THE AGENDA:
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.
- 5) CONSENT AGENDA: Tab 1
 - A. November 26, 2019 meeting minutes.
- 6) SUMMARY OF CURRENT EVENTS:
Mayor:
Council Members:
City Manager:
- 7) NEW BUSINESS: Tab 2
 - A. Fire Department air pack cylinder purchase - Phillip Rose.
 - B. Police Department Annual Report - Nathan Christensen.
 - C. Resolution 2019-22: A Resolution approving a new sludge disposition agreement - Ted Soltis. Tab 3
- 8) CALL TO THE AUDIENCE FOR ITEMS NOT ON THE AGENDA:
The City Council welcomes public comment 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.

9) **SUBMISSION OF WRITTEN PETITION FOR ITEMS NOT ON THE AGENDA:**

Requests to have an item discussed on the Agenda should be presented on the "Request & Petition of citizens to City of Holbrook Council" form during the Submission of Written Petition to the Council at a regular meeting. Once this form is submitted, the Council will consider the petition and a response will be given within 31 days per the Holbrook City Charter Article II, Section 2.18.

10) **ADJOURNMENT:**

Posted the 5th day of December 2019.



Lisa Hunt, Deputy City Clerk

According to the Arizona Open Meeting Law, the City Council may only discuss matters listed on the 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. 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 meeting. Individual members of the public body may respond to criticism made by those who have addressed the public body.

1

MINUTES OF THE REGULAR MEETING OF THE HOLBROOK CITY COUNCIL HELD ON
NOVEMBER 26, 2019

CALL TO ORDER: Mayor Young called the meeting to order at 6:00 p.m.

ROLL CALL: Mayor Merrill Young, Vice Mayor Francie Payne, Councilmembers Tim Dixon and Mike Nilsson. Councilmembers Mark Jackson, Earl Kester and Adam Marsh had excused absences.

CITY STAFF: City Manager Ted Soltis, Deputy Clerk Lisa Hunt.

PLEDGE OF ALLEGIANCE/INVOCATION: The Pledge was led by City Manager Ted Soltis. Gloria Montoya led the invocation.

PUBLIC ANNOUNCEMENTS AND PRESENTATIONS: None

CONSENT AGENDA:

MOTION: Vice Mayor Payne made a motion to approve the November 14, 2019 minutes.

SECONDED: Councilmember Dixon seconded the motion.

MOTION CARRIED

SUMMARY OF CURRENT EVENTS-MAYOR:

Mayor Young attended the Fair Board Appreciation Dinner. He also wanted to remind everyone to attend the Parade of Lights on December 7, 2019.

SUMMARY OF CURRENT EVENTS-COUNCILMEMBERS: None

SUMMARY OF CURRENT EVENTS-CITY MANAGER:

- Mr. Soltis was not able to attend the Fair Board Appreciation Dinner but thanked them for the framed Navajo County Fair picture that was given to the City.
- He announced that the Holiday decorations are in the process of being put up around the City and he thanked APS (Arizona Public Service) for the electrical repairs that they have done.
- He thanked the Holbrook Police Department for apprehending one of the persons responsible for the graffiti around town.
- He also reported that the Street Department has begun a 3-month asphalt crack seal project.
- He announced that on December 7, 2019 at 10:00 a.m. the Holbrook Police Department will lay a wreath on the grave of fallen Officer Ernest Montoya.

PUBLIC HEARING:

Council adjourned into a Public Hearing at 6:06 p.m. regarding a Type 006 Bar License approval for the Winner's Circle located at 466 Navajo Boulevard. Mayor Young called for Public Comment. There was none and the Public Hearing closed at 6:06 p.m.

MOTION: Councilmember Dixon made a motion to approve the Type 006 Bar License for the Winner's Circle located at 466 Navajo Boulevard.

SECONDED: Vice Mayor Payne seconded the motion.

Clarifying questions were asked by Councilmember Dixon and answered by the Deputy Clerk.

MOTION CARRIED

CALL TO THE AUDIENCE FOR ITEMS NOT ON THE AGENDA: None

SUBMISSION OF WRITTEN PETITION FOR ITEMS NOT ON THE AGENDA: None

ADJOURNMENT:

MOTION: Vice Mayor Payne.

SECONDED: Councilmember Nilsson.
MOTION CARRIED

I hereby certify that the forgoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Holbrook City Council held on November 26, 2019. I further certify that the meeting was duly called and held and that a quorum was present.

Lisa Hunt, Deputy Clerk

PASSED, APPROVED AND ADOPTED this 12th day of December 2019.

J. Merrill Young, Mayor

City of Holbrook
Council Action Form

Meeting Date: December 12, 2019

Tab: 2

To: Mayor and City Council

From: Philip Rose

Subject: SCBA Cylinders

Discussion: The Fire Department has 24 air packs each requiring one cylinder and one spare for a total of 48 cylinders. The lifespan of the cylinders is 15 years. All 48 cylinders will expire June 2020.

Of the \$30,000 budgeted for equipment purchases, \$28,711.42 is available for the purchase of cylinders. This would allow for the purchase of 38 cylinders. For the remaining 10 cylinders, additional funds will be sought after via grants.

Fiscal Impact: \$28,511.96

Recommendation: Approve the purchase of 38 SCBA cylinders from United Fire for \$28,511.96.

Submitted by: 
Phillip Rose, Fire Chief

Approved by: 
Ted Soltis, City Manager



www.unitedfire.net
800.362.0150

335 N. Fourth Avenue, Tucson, AZ 85705

Valid through December 31, 2019

Prepared For:

Holbrook Fire Department
 Phil Rose
 Phone: (928)524-3898 xsta
 465 1st Ave.
 Holbrook, AZ 86025-2606
 PRose@uesaz.com

Prepared By:

Jeff Gilbert
 Sr. Equip. Specialist
 Phone: 520-306-1913
 Fax: 800-882-3991
 Email: jeffg@ufec.com



Jeff Gilbert



Below is the interactive version of the quote, you can choose options and see the quote totals.

For the full presentation proposal, [click here](#) to view or download the PDF version of this quote. You can sign and fax this in, or you can save time by simply electronically accepting this quote below.

QTY	Description	Picture	Unit Price	Ext Price
SPR25028246 Expires 12./31/2019				
38	Cylinder, 4500pslg, 30 minute		\$685.42	\$26,045.96
2	Freight & Handling		\$100.00	\$200.00

Update

SubTotal: \$26,245.96
Shipping: \$0.00
Sales Tax: \$2,266.00
Total: \$28,511.96
Deposit Required: \$28,511.96

Purchase (Terms)
 Terms

\$28,511.96
 full payment

Purchase (Credit Card)
 Credit Card

\$28,511.96
 full payment

Order Confirmation

[Home](https://www.thesafetyequipmentstore.com/) (<https://www.thesafetyequipmentstore.com/>) [Account](https://www.thesafetyequipmentstore.com/customer-login.html)
(<https://www.thesafetyequipmentstore.com/customer-login.html>) [Cart](https://www.thesafetyequipmentstore.com/basket-contents.html)
(<https://www.thesafetyequipmentstore.com/basket-contents.html>)

The Safety Equipment Store

(<https://www.thesafetyequipmentstore.com/>)

Enter Keywords...

GO

Air Quality Test Instruments

(<https://www.thesafetyequipmentstore.com/air-quality-indoor-test-instruments-sample-pumps-lead-mold-cassettes-flow-meters.html>)

Protective Clothing

(<https://www.thesafetyequipmentstore.com/clothing-protective-hi-viz-temperature-cut-work-wear-amp-equipment.html>)

Confined Space Equipment

(<https://www.thesafetyequipmentstore.com/Confined-Space-Equipment.html>)

Emergency Showers, Eye & Face Wash By Haws

(<https://www.thesafetyequipmentstore.com/emergency-showers-eye-face-wash-products-by-haws-corporation.html>)

Emergency: Showers, Eye & Face Wash (All)

(<https://www.thesafetyequipmentstore.com/emergency-showers-eye-face-wash-products-by-all-manufacturers.html>)

Ergonomic Protection

(<https://www.thesafetyequipmentstore.com/Ergonomic-Protection.html>)

Eye, Face & Head Protection by MSA

(<https://www.thesafetyequipmentstore.com/Eye-Face-Head-Protection-By-MSA.html>)

Eye, Face, & Head Protection (All)

(<https://www.thesafetyequipmentstore.com/eye-face-head-protection-by-all-manufacturers-except-msa.html>)

Traffic Safety, Matting, Signs, Tapes, Bargards +
 (<https://www.thesafetysupplyequipmentstore.com/traffic-safety-matting-signs-tapes-bargards.html>)

Part Number Index By Manufacturer
 (<https://www.thesafetysupplyequipmentstore.com/part-number-index-by-manufacturer.html>)

Safety Product Promotions
 (<https://www.thesafetysupplyequipmentstore.com/Safety-Product-Promotions.html>)

Most Popular Products
 (https://www.thesafetysupplyequipmentstore.com/miva/merchant.mvc?Screen=CTGY&Category_Code=S-E-Industrial-Supply-Co-Inc)

Industry Leading Products (Great Deals)
 (<https://www.thesafetysupplyequipmentstore.com/industry-leading-products.html>)

Welcome to The Safety Equipment Store®. Find products By Category below left or enter Part Number or Keywords in Search Box above right.

Basket Contents

Cylinder Assembly, G1, RC, 4500 psig, 30 min, Pkgd, MSA 10156423-SP
 (<https://www.thesafetysupplyequipmentstore.com/MSA-10156423-SP.html>)

Your TSES Loyalty Coupon Discount has been applied.: \$2,072.90

38



~~\$41,460.66~~ \$39,387.76

Total: \$39,387.76

[HTTPS://WWW.THESAFETYEQUIPMENTSTORE.COM/CHECKOUT.HTML](https://www.thesafetysupplyequipmentstore.com/checkout.html)

Coupon:

Redeem

Cart

Review

Complete

This is the Grainger website.

Delivery Method

- Shipping
- Pickup

Check Availability

My Products

[Show Reference Information](#) | [Clear Cart](#)



MSA
SCBA Cylinder, 30 min. Duration, 4500 psi Pressure, Carbon Fiber Cylinder Material

Item # 2YRE7
 Price
 \$1,126.00 / each

This item requires special shipping, additional charges may apply.

Availability
 Ships from supplier. Expected to arrive on or before **Thu. Dec 19.**

Qty

[Update](#)
[Remove](#)

TOTAL
\$42,788.00

You are eligible for FREE Standard Ground shipping!

Subtotal \$42,788.00

Estimated Standard Shipping

FREE

Estimated Total
\$42,788.00

Availability, shipping, tax & promotions are not final until you complete your order.

Add Promotional Code

If you changed multiple quantities, Update All.

RESOLUTION 2019-22

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HOLBROOK, NAVAJO COUNTY, ARIZONA, APPROVING A NEW SLUDGE DISPOSITION AGREEMENT

WHEREAS, the City signed an agreement with Reidhead Custom Farming, Inc. to haul sludge to a reuse farm; and

WHEREAS, in 2008 the agreement was updated; and

WHEREAS, after 12 years, it is time to update the agreement.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF HOLBROOK, ARIZONA:

Section 1: The agreement is adopted and approved, attached as Exhibit "A".

Section 2: The Mayor is authorized to execute this Resolution.

Section 3: The City Manager is authorized to execute the agreement and to take all necessary action to carry out the terms.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLBROOK, ARIZONA, this 12th day of December 2019.

APPROVED/EXECUTED:

APPROVED AS TO FORM:

J. Merrill Young, Mayor

Bradley A. Burns, City Attorney

ATTEST:

Lisa Hunt, Deputy City Clerk

Exhibit "A"

REIDHEAD SLUDGE HAULING AND REUSE FARM AGREEMENT

This Agreement is entered into this 12th day of December 2019, by and between the City of Holbrook, a municipal corporation, hereinafter referred to as "City" and Reidhead Custom Farming, Inc., hereinafter referred to as "Reidhead". This agreement is to provide sludge hauling from the City of Holbrook's Painted Mesa Water Reclamation Facility for use on its reuse farm and for the lease and use of the reuse farm by Reidhead for the farming of crops.

For and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Reidhead agrees to complete the following tasks in a commercially reasonable manner:
 - a. To be responsible for planting annual crops on the reuse farm and related costs.
 - b. To incur all harvest costs, after which the crops become the property of Reidhead.
 - c. To be responsible for irrigating fields and related costs.
 - d. To be responsible for hauling sludge to the reuse farm and incorporating it into the soil within (6) six hours after application per EPA 503 regulation, and all other applicable regulations.
 - e. To be responsible for ripping and disking the fields and related costs.
 - f. To be responsible for all costs of herbicide or pesticides necessary for use on farm crops and fields.
 - g. To be responsible for the cost of any damage to park benches, kiosks, fencing, pipe valves, sprinklers, and other City property caused by Reidhead cattle, equipment, or trucks.
 - h. To be responsible for preventing cattle owned by Reidhead from entering Hidden Cove Petroglyph Park, the lake, and golf course. If cattle enter any of these areas, Reidhead shall remove the cattle within 24 hours. If the City elects to remove the trespassing cattle, Reidhead shall reimburse the City for all costs associated with their removal.
 - i. To ensure no hunting or discharge of firearms or use of bows are allowed on the property by any family members, friends, workers, or associates.
 - j. To ensure gates are closed and locked at the end of each workday.
 - k. To maintain the farm and premises in as good condition as now exists, and upon expiration of this agreement, shall immediately surrender the same in said condition to City.
 - l. To obtain a City burn permit and follow applicable regulations and guidelines should it be necessary to burn anything at the reuse farm.

Exhibit "A"

- m. To comply with all ADEQ (Arizona Department of Environmental Quality) rules and regulations, and all other applicable regulations, concerning the leased property and reuse farm.
 - n. To indemnify and hold the City harmless from and against any liability, obligation, defense cost, or damage arising from Reidhead's operations or use of the leased premises by Reidhead, its employees, agents, affiliates or guests.
 - o. To procure appropriate general liability insurance, in an amount no less than two million dollars, with the City as an additional insured, and shall deliver to City a certified copy of such policy within fifteen (15) days of the execution of this agreement.
 - p. To not assign, sublet, or transfer any interest in this agreement without the prior written consent of the City. Any such attempted assignment of this agreement shall be null and void.
2. Holbrook agrees to the following:
- a. To pay the cost of hauling waste sludge from the waste treatment facility to the reuse fields and its incorporation into the fields. The cost per gallon is as follows: FY20 = .045, FY21 = .0472, FY22 = .0495, FY23 = .0519, FY24 = .0544. The fiscal year shall begin on each July 1st and end on June 30th.
 - b. To notify Reidhead before the City dumps any water on the reuse fields, except in exigent circumstances.
 - c. To allow Reidhead to graze cattle on the Reuse Farm, but only after thirty (30) days has elapsed since the sludge was incorporated into the soil. Cattle grazing before thirty (30) days have elapsed is prohibited.
3. This agreement shall be for a period of one (1) year from the date the agreement is signed above. This agreement will automatically extend for additional one-year terms unless canceled by either party. Either party may cause non-renewal of the agreement by providing at least sixty (60) days' notice of termination.
4. City or Reidhead may cancel the agreement for any reason upon sixty (60) days' written notice to the other party.
5. This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, and approved assigns (subject to paragraph 1 (p)).
6. In the event of any litigation arising from or relating to this agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including expert witness fees. The substantive laws of the State of Arizona shall govern this agreement without reference to conflicts of laws principles.
7. All previous agreements between Reidhead and the City related to the hauling of sludge or the reuse farm whether written or verbal are hereby superseded and are therefore null and void. This agreement shall be the sole source of agreement between the parties.

Exhibit "A"

8. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, certified mail, postage prepaid, or via a tracked delivery with a reputable overnight delivery services, addressed as follows:

(a) CITY OF HOLBROOK: City Manager
City of Holbrook
P.O. Box 970
Holbrook, AZ 86025

(b) REIDHEAD: Michael Reidhead
P.O. Box 637
Holbrook, AZ 86025

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service or reputable overnight delivery service.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

CITY OF HOLBROOK:

J. Merrill Young, Mayor

Helen Reidhead, Secretary of
Reidhead Custom Farming, Inc.

ATTEST:

Lisa Hunt, Deputy City Clerk

APPROVED AS TO FORM:

Bradley A. Burns, City Attorney

Exhibit "A"

STATE OF ARIZONA)
) ss.
County of Navajo)

The foregoing agreement was subscribed, sworn to and acknowledged before me this ____
day of December 2019, by J. Merrill Young, Mayor, City of Holbrook, Arizona.

My Commission Expires: _____ .
Notary Public

STATE OF ARIZONA)
) ss.
County of Navajo)

The foregoing agreement was subscribed, sworn to and acknowledged before me this ____
day December 2019, by Helen Reidhead, Secretary of Reidhead Custom Farming, Inc.

My Commission Expires: _____ .
Notary Public