

**"HUB OF THE SOUTHWEST"**

465 1<sup>st</sup> 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. November 12, 2020

1. CALL TO ORDER:
2. ROLL CALL:
3. PLEDGE OF ALLEGIANCE/INVOCATION:
4. CONSENT AGENDA:
  - a. October 22, 2020 meeting minutes. Tab 1
5. CALL TO THE PUBLIC FOR AGENDA ITEMS:  
\*A five-minute time limit per individual is available at this time for Agenda items.
6. NEW BUSINESS:
  - a. Resolution 20-17: A Resolution regarding a memorandum of understanding with the Navajo County Public Health Services District for use of the Holbrook Fire Department Tab 2
  - b. Approve the purchase of a new heat pump for the wastewater plant - Tim Kelley Tab 3
  - c. Petroglyph site and bird viewing area update - Mike Odell
7. CALL TO THE PUBLIC FOR NON-AGENDA ITEMS:  
\*A three-minute time limit per individual is available at this time for non-agenda items.
8. SUMMARY OF CURRENT EVENTS:  
Mayor:  
Council Members:  
City Manager:
9. SUBMISSION OF WRITTEN PETITION FOR ITEMS NOT ON THE AGENDA:  
\*\*Requests to have an item discussed on the Agenda.
10. ADJOURNMENT

Posted the 9<sup>th</sup> day of November 2020.

  
\_\_\_\_\_  
Lisa Hunt, Deputy City Clerk

\*Individuals must submit a "Request to Address City Council" form to the City Clerk prior to the start of the meeting.

Anyone may address the City Council on any issue within the jurisdiction of the Council. 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.

\*\*Requests to have an item discussed on a future agenda should be presented on the "Request and Petition of citizens to City of Holbrook Council" form during the Submission of Written Petition for Items Not on the Agenda 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.

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.

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](http://www.ci.holbrook.az.us).

MINUTES OF THE REGULAR MEETING  
OF THE HOLBROOK CITY COUNCIL HELD ON  
October 22, 2020

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

ROLL CALL: Mayor Merrill Young, Councilmembers Tim Dixon, Mark Jackson, Earl Kester, Adam Marsh, and Mike Nilsson appeared in Council Chambers. Vice Mayor Francie Payne participated via conference call.

CITY STAFF: City Manager Ted Soltis, Economic Development Director Jason Foutz, Finance Director Randy Sullivan.

PLEDGE OF ALLEGIANCE/INVOCATION: The Pledge of Allegiance was led by Councilmember Marsh. The Invocation was given by Gloria Montoya from Day Star.

CONSENT AGENDA:

September 24, 2020 meeting minutes

MOTION: Councilmember Dixon

SECONDED: Councilmember Marsh

MOTION CARRIED

CALL TO THE AUDIENCE FOR ITEMS ON THE AGENDA: None.

NEW BUSINESS:

- a. Approve the repair of a wastewater plant aerator gearbox. Randy Sullivan provided information about the necessity of the rebuild and noted that the other gearbox will also need to be either rebuilt or replaced. Councilmembers asked questions.

MOTION: Councilmember Kester

SECONDED: Councilmember Dixon

MOTION CARRIED

- b. Economic Development Update. Economic Development Director Jason Foutz gave a PowerPoint presentation on economic development activities. He covered: Recent Successes (the new China Buffet restaurant, Globetrotter Motel new owner's plan to renovate and expand, the new La Quinta motel, the new Bienvenidos Restaurant, the purchase of Tate's Automotive, the purchase and renovation of the Star Inn); Beautification Activities (street light maintenance program, new park picnic tables, new park signs, the clean-up of City owned property, residential property clean-up); Potential Business Inquiries (former Knights Inn, former NPC campus, development inquiries from various industries); City Actions (data base of vacant properties: properties listed for sale and vacant commercial lots, all listed properties on APS economic development website - arizonapropector.com, new owner assistance: information about contractors in the area, meet with new owners, provide information about available homes and/or building sites, valuation on City properties for sale).

CALL TO THE PUBLIC FOR NON-AGENDA ITEMS: Tanya Baker, Navajo County Public Health Services District Division Manager, encouraged people to fill out the Health Needs Assessment Survey. She explained that the periodic survey and updates provide important information about a variety of community health care services. The information is used to make health care needs decisions. Councilmember Marsh expressed appreciation that constituent voices can be heard and encouraged people to fill out the survey.

SUMMARY OF CURRENT EVENTS-MAYOR:

\*Mayor Young and the City Manager attended a Navajo Counties Mayors and Councilmembers Association Meeting in Springerville.

\*He and the City Manager met with Congressman Tom O'Halloran.

SUMMARY OF CURRENT EVENTS-COUNCILMEMBERS:

\*Councilmember Marsh urged residents to vote.

\*Councilmember Dixon urged residents to vote in person.

\*Councilmember Nilsson attended the NACOG Regional Council meeting via conference call. He read a petition, as asked, by residents who would like the gym to reopen. The petitioners had recommendations on how it could be reopened.

\*Councilmember Kester also urged residents to vote.

\*Vice Mayor Payne provided an update on COVID cases. The number of cases is on the increase. She urged residents to continue to take appropriate precautions.

#### SUMMARY OF CURRENT EVENTS-CITY MANAGER:

\*The City has implemented a street sign maintenance program. Many of the signs are crooked or blocked by vegetation.

\*The City is working with APS to get a number of street lights repaired. The City has implemented a procedure to improve the light repair process.

\*The roof replacement at the golf course office/shop is complete. The roof has leaked for a number of years creating an unsafe situation in the office. All work was completed by city staff. Thank you, staff.

\*The new street sweeper will arrive some time in December.

\*The City received a grant of \$3,500 from APS. The money will go toward picnic tables at Heward Park. New tables will also be phased in at our other parks as finances allow. We will continue to seek grant opportunities.

\*Work is continuing on the splash pad. Staff believe they have located the leak. The drain lines have cracked. Staff will also be implementing some safety improvements. An entry gate will be relocated. This will also improve handicap access.

\*All of the City parks have been winterized in advance of the expected cold weather this coming weekend.

\*The in-office Audit is complete. Upon final completion, the auditor's report to Council will be scheduled.

\*Finally, the City is preparing for next year's CDBG grant. The City is eligible for \$269,817. Public Hearings will be held to gather input; one consideration is upgrading the water system at Sun Valley.

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

#### ADJOURNMENT:

MOTION: Councilmember Kester

SECONDED: Councilmember Marsh

MOTION CARRIED

Meeting adjourned at 6:41 p.m.

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 October 22, 2020. I further certify that the meeting was duly called and held and that a quorum was present.

---

Ted Soltis, City Manager

PASSED, APPROVED AND ADOPTED this 12<sup>th</sup> day of November 2020.

---

J. Merrill Young, Mayor

**RESOLUTION 20-17**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HOLBROOK, NAVAJO COUNTY, ARIZONA, REGARDING A MEMORANDUM OF UNDERSTANDING WITH THE NAVAJO COUNTY PUBLIC HEALTH SERVICES DISTRICT FOR USE OF THE HOLBROOK FIRE DEPARTMENT**

**WHEREAS**, the Navajo County Public Health District would like to use the Holbrook Fire Department for the purpose of deploying and dispensing supplies made available from the Centers for Disease Control and Prevention (CDC); and

**WHEREAS**, the City of Holbrook seeks to safeguard its community and has the facilities from which such supplies may be dispensed; and

**WHEREAS**, the Navajo County Public Health District and the City of Holbrook desire to cooperate and collaborate to serve the community.

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

**Section 1:** The Memorandum of Understanding, attached as Exhibit "A", is approved.

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

**Section 3:** The City Manager is authorized to take all necessary action to carry out the terms of the resolution.

**. PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLBROOK, ARIZONA, this 12<sup>th</sup> day of November 2020.**

**APPROVED/EXECUTED:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
J. Merrill Young, Mayor

\_\_\_\_\_  
Bradley A. Burns, City Attorney

**ATTEST:**

\_\_\_\_\_  
Lisa Hunt, Deputy City Clerk

**Memorandum of Understanding between  
City of Holbrook  
and  
Navajo County Public Health Services District  
concerning the  
Open POD Provision of Emergency Medical Prophylaxis**

**I. Purpose**

This Memorandum of Understanding (“MOU”) is made and entered into by and between Navajo County Public Health Services District (“District”) and the City of Holbrook (“City”) for the purpose of cooperation as it relates to the deployment and dispensing of prophylactic medications and other supplies made available from the Centers for Disease Control and Prevention’s (“CDC”) Strategic National Stockpile (“SNS”), through the District..

**WHEREAS**, District will receive emergency prophylactic medications through the CDC SNS program following a widespread bio-event, and District will be responsible for delivering the same to potentially exposed populations through the City; and

**WHEREAS**, the City seeks to safeguard its community and has the infrastructure, specifically the Holbrook Fire Department (“Department”) building, for use to dispense medical prophylaxis to community populations upon receipt of medicine; and,

**WHEREAS**, District and the City intend to cooperate and collaborate to serve the community in such an event.

**NOW THEREFORE**, District and the City understand and mutually agree to the extent possible, with consideration to available resources, current federal, state, and local laws, City policies, regulations, and procedures, to reciprocate assistance in accordance with the provisions of this MOU.

**II. Definitions:**

1. Strategic National Stockpile: A national repository of antibiotics, chemical antidotes, antitoxins, life-support medications, IV administration, airway maintenance supplies, and medical/surgical items designed to supplement and re-supply state and local public health agencies in the event of a national emergency anywhere and at anytime within the U.S. or its territories.
2. Point of Dispensing (“POD”): A mass dispensing site that is capable of providing medications (prophylaxis) or vaccinations to protect the population from biological threats or epidemics. Routine medical care is not provided in a POD.

3. Facility: A building designated by the Department to serve as a POD, but only for the purpose of providing a location for the provision of medication or vaccinations.

### **III. Liability**

It is understood that none of the parties to this agreement waive any of their sovereign or statutory immunities that are otherwise available under United States or Arizona law, or provide any liability protections or indemnification to one another under this agreement.

### **IV. Scope**

For planning purposes, it is assumed the City population requiring institutional delivery of emergency prophylactic medications, is defined as the full population of the City, consisting of approximately 5,000 individuals.

### **V. Responsibilities**

#### **A. Navajo County Public Health Services District**

##### **Planning**

1. District will supply draft protocols and supporting documents for planning, activation, delivery, and dispensing operations to support the development of Department response plans.
2. District will meet with Department to review receipt and dispensing plans.
3. District will notify Department of any state or Federal planning changes that would affect developed plans.

##### **Activation and Operation**

1. District will coordinate request and receipt of SNS prophylactic medications from the CDC and/or Arizona Department of Health Services.
2. District will notify Department of the decision to provide medical prophylaxis to an exposed population and the decision to activate this agreement to support any such population. District will request confirmation of current population, designated receiving agent, and delivery location.
3. If necessary, District will determine delivery apportionment based on: current and expected supply levels, pre-defined or updated City population numbers, and the prevailing epidemiology and medical directives as prescribed by the District's Medical Advisor.
4. District will provide any updated scenario information and coordinate delivery of medications and supporting information and forms to the Facility.
5. If circumstances require pickup by Holbrook Fire Department, District will provide pickup location and pickup time, and will request confirmation of

pickup agent. At the pickup site, District will verify the credentials of pickup agent and will transfer custody of medications.

### **Recovery**

1. District will coordinate with the Department for pickup of remaining materials.

## **B. Holbrook Fire Department**

### **Planning**

1. The Department will designate and plan to efficiently receive delivery of medical prophylaxis materials from District.
2. The Department will follow all applicable appropriate laws, regulations, and policies.

### **Activation and Operation**

1. The Department will provide for the proper receipt and storage of prophylactic medications from District.
2. In the event Holbrook is “Locked Down” due to an increased threat, off-site emergency response to Department may be hindered during the initial hours of the incident/event. During such an event, the Department will make arrangements to pick-up emergency prophylactic materials from District. Given the nature and scope of such an event, each situation is unique and will require consideration and approval on a case-by-case basis.

### **Recovery**

1. Department will notify District of completion of operations and of the on-hand remaining materials. Department will package the remaining materials for pickup and will store them in an appropriate and secure environment until pickup by the District’s designated representative.

## **VI. Points of Contact**

- **Navajo county Public Health Services District:**

Primary Point of Contact:

Name: Kym O’Farrell

Title: County SNS Coordinator

Telephone: 928-524-4742

E-mail: [Kymberle.ofarrell@navajocountyaz.gov](mailto:Kymberle.ofarrell@navajocountyaz.gov)

Alternate Point of Contact:

Name: Catrina Jenkins

Title: Emergency Management Director

Telephone: 928-243-2584

E-mail: [catrina.jenkins@navajocountyaz.gov](mailto:catrina.jenkins@navajocountyaz.gov)



It is agreed that this written statement embodies the entire agreement of the parties regarding this affiliation, and no other agreements, whether oral or written, exist between the parties except as expressed in this document. All parties to this agreement concur with the level of support and resource commitments that are documented herein.

**XI. Severability**

If any portion of this MOU is found to be unenforceable by a court of competent jurisdiction, the remaining terms and provisions unaffected thereby shall remain in full force and effect.

**XII. Alternative Dispute Resolution**

In the event of a disagreement between the parties regarding the interpretation of this MOU or their respective obligations under this MOU, the parties agree that they will first make efforts to resolve the matter through alternative dispute resolution prior to proceeding to litigation in court.

**XIII. Jurisdiction and Venue**

In the event of a dispute that the parties are unable to resolve through the use of an alternative dispute resolution process, it is agreed that the courts of Navajo County, Arizona, shall have exclusive jurisdiction and be the appropriate venue for resolving the matter.

**XIV. Authorization**

Each party warrants and represents that each official who executes this MOU on its behalf is fully and duly authorized to do so and that when so executed this MOU will be a valid and binding obligation of the party.

---

Chairperson, Board of Supervisor  
Navajo County, AZ

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

---

Holbrook City Manager

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

---

Fire Chief,  
Holbrook Fire Department

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

**City of Holbrook  
Council Action Form**

**Meeting Date:** November 12, 2020

**Tab:** \_\_\_\_\_

**To:** Mayor and City Council

**From:** Tim Kelley

**Subject:** Wastewater plant heat pump purchase

**Discussion:** The heat pump is original equipment at the end of its life expectancy.

Two companies bid comparable units:

AZE ELECTRIC - \$13,574

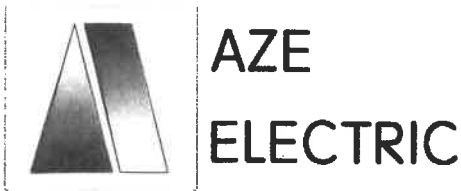
RIM COUNTRY MECHANICAL - \$12,985.

**Fiscal Impact:** \$12,985. Funds are available in the Wastewater Utility Capital Fund.

**Recommendation:** Approve the purchase and installation of a Lennox KHA07254BN 6-ton heat pump from Rim Country Mechanical for \$12,985.

**Submitted by:**  \_\_\_\_\_  
Tim Kelley, Facilities Maintenance

**Approved by:**  \_\_\_\_\_  
Ted Soltis, City Manager



Heating and Air Conditioning

**AZE Electrical Contractors LLC**

City Of Holbrook  
465 North 1st Avenue  
Holbrook, AZ 86025

(928) 241-2438  
timkelley@ci.holbrook.az.us

ESTIMATE	#1322
ESTIMATE DATE	Oct 27, 2020
TOTAL	<b>\$13,574.00</b>

CONTACT US  
101 N Warren Ave  
Winslow, AZ 86047

(928) 587-2612  
azeelectricinc@gmail.com

**ESTIMATE**

Services	qty	unit price	amount
Ac/heat equipment replacement (rooftop unit) at wastewater treatment plant	1.0	\$13,574.00	\$13,574.00

To remove existing rooftop heat pump and properly dispose. To provide and install new Allied KGB series 6ton heat pump in same place with new adapter curb to connect to existing ductwork. Connect to existing electrical circuits, and extend conduits. Connect to condensation outlets and replace thermostat with new.

Total

\$13,574.00

APPROVE

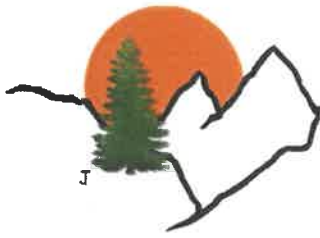
DECLINE

Thank you for doing business with AZE!

AZE Electrical Contractors LLC ROC  
#311699/ROC #318507

<https://www.facebook.com/azeelectric/>

([https://www.housecallpro.com/features/estimating-software/?utm\\_source=estimate&utm\\_medium=in-product&utm\\_content=logo-1&utm\\_campaign=estimate&mc=product&msc=estimate&email=timkelley@ci.holbrook.az.us](https://www.housecallpro.com/features/estimating-software/?utm_source=estimate&utm_medium=in-product&utm_content=logo-1&utm_campaign=estimate&mc=product&msc=estimate&email=timkelley@ci.holbrook.az.us))



**RIM COUNTRY  
MECHANICAL  
INC.**

261 N. 8th Street  
Show Low, Arizona 85901  
Ph: (928) 537-1803  
Fx: (928) 537-8984

Licensed & Bonded  
ROC License #285833

**PROPOSAL**

**QUALITY HEATING, COOLING & REFRIGERATION  
DUNN'S # 877475368**

**TO: City of Holbrook**  
100 East Arizona  
Holbrook, AZ 86025

**DATE: 11/04/2020**  
Location: Waste Water Treatment Plant

Ph:

Email: [timkelley@ci.holbrook.az.us](mailto:timkelley@ci.holbrook.az.us)

**WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATE FOR THE FOLLOWING:**

- 1 LENNOX KHA07254BN – 6 Ton Package Heat Pump with 15 KW Heat Strips
- 1 CIA CURB40A Curb Adapter
- Crane Service
- Thermostat
- Electrical & Condensate Connections

**TOTAL \$12,985.000**

**\*\*ALL LABOR AND MATERIAL IS INCLUDED TO COMPLETE INSTALLATION AS ABOVE\*\***

WE PROPOSE hereby to furnish labor and material—complete in accordance with the above specifications, for the sum of:

**TWELVE THOUSAND NINE HUNDRED EIGHTY-FIVE DOLLARS AND NO /100-----**

Payment to be made: **UPON COMPLETION**

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry necessary insurance. Our workers are fully covered by Worker's Compensation Ins.

Authorized by: Corey Lunt

NOTE: This proposal may be withdrawn by us if not accepted within **30** days.

Acceptance of Proposal - **The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. And if account becomes past due, I agree to pay all finance and collection costs.**

Date of Acceptance: \_\_\_\_\_

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

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

**\*\*ORIGINAL\*\***

