

**"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. January 23, 2020

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).

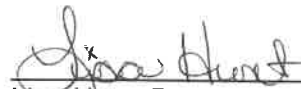
The items on the following agenda are for discussion or consideration and possible action:

- 1) CALL TO ORDER:
- 2) ROLL CALL:
- 3) PLEDGE OF ALLEGIANCE/INVOCATION:
- 4) CALL TO THE AUDIENCE FOR ITEMS ON THE AGENDA:  
Public comment only for items listed on Agenda. There is a five-minute time limit per resident.
- 5) CONSENT AGENDA: Tab 1
  - A. January 9, 2020 meeting minutes.
- 6) SUMMARY OF CURRENT EVENTS:  
Mayor:  
Council Members:  
City Manager:  
Police Chief:
- 7) NEW BUSINESS: Tab 2
  - A. Resolution 20-01: A resolution approving an Intergovernmental Agreement with Navajo County for the provision of election services.
  - B. Water/Wastewater Department Annual Report - Randy Sullivan.
- 8) CALL TO THE AUDIENCE FOR ITEMS NOT ON THE AGENDA:  
Public comment for items not listed on Agenda. There is a three-minute time limit per resident. 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 21<sup>st</sup> day of January 2020.



\_\_\_\_\_  
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.

MINUTES OF THE REGULAR MEETING OF THE HOLBROOK CITY COUNCIL HELD ON JANUARY 9, 2020

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 Mark Jackson, Earl Kester, Adam Marsh, Mike Nilsson. Councilmember Tim Dixon-excused absence.

CITY STAFF: City Manager Ted Soltis, Deputy City Clerk Lisa Hunt, Streets Supervisor Pat Serna, Chief of Police Nathan Christensen, Lieutenant Jed Koon.

PLEDGE OF ALLEGIANCE/INVOCATION: The Pledge of Allegiance was led by Vice Mayor Payne. The Invocation was given by Kirby Meyers.

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

CONSENT AGENDA:

MOTION: Councilmember Marsh made a motion to approve the December 12, 2019 minutes.

SECONDED: Councilmember Jackson seconded the motion.

MOTION CARRIED

SUMMARY OF CURRENT EVENTS-MAYOR:

Mayor Young welcomed everyone back after the Holiday Season.

SUMMARY OF CURRENT EVENTS-COUNCILMEMBERS:

\*Councilmember Payne said that she hopes everyone had a Happy New Year.

\*Councilmember Marsh thanked the City employees who worked during the Holiday Season.

\*Councilmember Nilsson shared that Unit 4 at the power plant will be closing at the end of this year and reminded everyone to keep this in mind as they make future plans.

\*Councilmember Kester also thanked the City employees who worked during the Holiday Season.

SUMMARY OF CURRENT EVENTS-CITY MANAGER:

\*Manager Soltis thanked the businesses and individuals for the cards and treats sent during the Holiday Season.

\*He also thanked Barbara DeSpain for donating solar lights for the dog park on the East end of Navajo Blvd.

\*The Golden Inn has begun clean-up efforts in preparation for putting it up for sale.

\*The Holbrook cemetery is getting low on plots, so the City is preparing for a new section to be added.

\*The City is updating all of its forms.

\*The City is making improvements at Petroglyph Park and the bird viewing lake. A fence is being installed, the roadway is being improved, a cattle guard and fencing is being installed, and signage is being upgraded.

\*Improvements are being made at the fitness center: new fans, improved music service, new mirrors, repaired equipment, and general clean-up.

\*The City has begun the next phase of upgrades at City Hall. The kitchen and employee restrooms are being re-done using in-house resources and low-cost quality materials.

\*The Water Department is working on the water leak on 8<sup>th</sup> Ave. This leak has been an ongoing issue for many, many years.

\*There are several streetlights out on Navajo Blvd. APS is working on repairing them.

\*Manager Soltis is working with APS to upgrade several streetlights on W. Hopi to changing them from 220v to 110v so that the City can connect lighted decorations to them.

\*He announced that Sargent Sutton is retiring, and he thanked him for his years of service to the community.

\*Manager Soltis reminded the Council that the Financial Disclosure Statements are due.

\*The City is working with the Magnuson to have the graffiti removed.

\*Manager Soltis expressed his enthusiasm for the new year. He is hopeful that past business inquiries will result in some new businesses opening. He is also excited about projects that are planned for this year.

SUMMARY OF CURRENT EVENTS-CHIEF OF POLICE:

\*He announced that two new cadets are starting the academy on Monday.

\*He stated that Sgt. Sutton's last day will be January 22<sup>nd</sup>.

\*The Police Department has received four applications since mid-December.

\*Chief Christensen explained that in July the Department started a Lieutenant process. Four candidates applied, one of those candidates withdrew. After the completion of the testing process, Jed Koon was promoted to Lieutenant beginning January 1, 2020.

\*Jed Koon took the podium and stated that he has been with the Holbrook Police Department for 14 years, that he was born and raised in Holbrook, and that he is very excited to move forward.

\*Mayor Young congratulated Lieutenant Koon.

NEW BUSINESS:

-STREET DEPARTMENT ANNUAL REPORT

Street Supervisor Pat Serna showed a slide show of the work that the Street Department has done over the past year. The slide show showed various before and after slides of streets, sidewalks, gutters and curbs. Mr. Serna stated that a lot of the repair work that has been done is repairing sidewalks and streets after the Water Department fixes a leak or water break. They have also graded at the Golf Course and are fixing potholes. This year the Street Department is crack sealing many of the streets. They began with the worst streets first.

CALL TO THE AUDIENCE FOR ITEMS NOT ON THE AGENDA:

-James Wilton addressed the Council regarding water in the Sun Valley area. Mr. Wilton stated that he would like to help come up with a solution to make hauling water for Sun Valley citizens less stressful. He asked the Council if they would consider putting a standpipe in Sun Valley.

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

ADJOURNMENT:

MOTION: Vice Mayor Payne

SECONDED: Councilmember Marsh

MOTION CARRIED

Meeting adjourned at 6:26 p.m.

I hereby certify that the forgoing minutes are a true and correct copy of the minutes of the Regular Meeting or the Holbrook city Council held on January 9, 2020. 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 23<sup>rd</sup> day of January 2020.

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

**RESOLUTION 20-01**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HOLBROOK, NAVAJO COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH NAVAJO COUNTY FOR THE PROVISION OF ELECTION SERVICES**

**WHEREAS**, the County has the equipment and personnel to carry out elections; and

**WHEREAS**, the City desires to participate with the County in consolidated elections to increase voter turnout as prescribed in A.R.S. 16-204.01.A.

**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 23<sup>rd</sup> day of January 2020.**

**APPROVED/EXECUTED:**

**APPROVED AS TO FORM:**

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

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

**ATTEST:**

\_\_\_\_\_  
Lis Hunt, Deputy City Clerk



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE COUNTY OF NAVAJO  
AND THE  
CITY OF HOLBROOK  
FOR THE PROVISION OF ELECTION SERVICES**

THIS AGREEMENT is entered into this 28<sup>th</sup> day of January 2020 between the COUNTY OF NAVAJO (“COUNTY”), acting by and through its duly elected governing body, the NAVAJO COUNTY BOARD OF SUPERVISORS (“BOS”) and the City of Holbrook (“CITY”), acting and through its duly elected governing body.

**I. RECITALS**

1. The COUNTY owns and operates voting and ballot tabulating equipment and employs certified Election Officials.
2. The CITY seeks to participate in consolidated elections and pursuant to Arizona Revised Statutes §16-205(C), the CITY and COUNTY wish to enter into this Agreement.
3. The RECORDER is required by Arizona Revised Statutes §16-172 to enter into this Agreement if the CITY requests the use of the County registration rolls to conduct an election, and, by signature below, has resolved to enter into this Agreement.
4. The CITY is required by Arizona Revised Statutes §16-172 to enter into this Agreement if the CITY requests the use of the County Recorder registration rolls to conduct an elections, and has, by proper CITY board action, determined to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the CITY.
5. The COUNTY is empowered by Arizona Revised Statutes §11-251 and §11-952 to enter into this Agreement and has by appropriate Board action, determined to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the COUNTY.
6. The CITY is empowered to enter into this Agreement, and has, by proper board action, authorized the undersigned to execute the Agreement on behalf of the CITY.

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

**II. SCOPE**

1. The COUNTY will:
  - a. Make available to the CITY support services, materials and supplies, including but not limited to: ballots, voting equipment, precinct supplies, precinct personnel, precinct signature rosters, counting center personnel, early board processing personnel, and such other election materials,

- supplies and personnel as may be required for the conduct of the election as prescribed by law.
  - b. Provide to the CITY a list of polling locations and a list of poll workers.
  - c. Conduct logic and accuracy tests as required by law and publish all legal notices in connection therewith.
  - d. Perform tabulation, prepare unofficial election results and transmit to the CITY, or designee.
  - e. Provide Election Department personnel necessary to effectively administer an election.
  - f. At all times comply with the laws and regulations regarding the conduct of elections.
  - g. Upon completion of the election, present to the CITY a detailed, itemized statement of charges incurred as a result of the election.
2. The RECORDER will:
- a. Ensure that the COUNTY registration rolls necessary for the CITY to conduct an election be provided to the CITY at least forty-five (45) days in advance of such election, with supplementation of the rolls provided at least once, as soon as possible after the twenty-ninth (29<sup>th</sup>) day preceding the election, and with further supplementation as may be necessary to conduct early voting or, with further supplementation as necessary, to conduct an all-mail ballot election, in the event such an election is authorized by the CITY.
  - b. Ensure that an electronic data compilation, such as a computer tape, of the registration rolls be provided to the CITY within ten (10) days of a request by the CITY, for use by the CITY to prepare mailing labels or for such other election purposes as the CITY may require.
  - c. Handle all early balloting for the CITY, including early voting requests, early ballot mailers, on-site early voting, signature verification and other early voting supplies and services that may be necessary.
  - d. Ensure that the charges for reimbursement of expenses by the CITY is no more than the actual cost incurred in preparing the necessary list, electronic data compilations or early voting supplies and services. Actual additional costs will include, but are not limited to: supplies, staff and personnel time as well as any machine time or other electronic data process time.
  - e. Provide the CITY personnel necessary to effectively administer early voting and other related services.
  - f. Assist the CITY in providing necessary modification of precinct data as it relates to CITY-only elections or following a CITY annexation.
3. The CITY will:
- a. Create, translate, print and mail all publicity pamphlets.
  - b. Publish all legal notices in connection with a CITY election with the exception of the logic and accuracy testing notification(s) as described in section 1(c) of this Agreement.

- c. At all times comply with the laws and regulations regarding the conduct of elections.
- d. Provide the County Elections Office with the names of any Write-in Candidates as prescribed by law.
- e. Reimburse the COUNTY for all reasonable charges for election materials, supplies, equipment and personnel required in direct support of the CITY election and clearly outlined in the detailed, itemized statement of charges within sixty (60) days of submittal to the CITY of the reimbursement request by the COUNTY. The CITY shall establish and maintain a budget covering the payment of all such charges.
- f. Reimburse the RECORDER for the actual additional reasonable costs incurred by the RECORDER in the preparation of any lists, electronic data compilations or early voting supplies and services under this agreement within sixty (60) days of submittal to the CITY of a reimbursement request by the RECORDER.

**III. DURATION OF AGREEMENT**

- 1. This Agreement is for a term 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. It may be terminated at any time by any party, with or without cause, a written notice is provided to the other parties one hundred and twenty (120) days in advance. Upon termination of this Agreement, all property or equipment used by the parties in the performance of their responsibilities under this Agreement shall remain the property of the party that purchased the property or equipment.

**IV. MISCELLANEOUSE PROVISIONS**

- 1. This Agreement may be canceled in accordance with the provisions Arizona Revised Statutes §38-511, regarding Conflicts of Interest.
- 2. The COUNTY as a political subdivision of the State of Arizona, engaged in the performance of its mandatory statutory duties, and the RECORDER, engaged in the performance of its mandatory statutory duties, and the CITY, as a political subdivision of the State of Arizona, engaged in the performance of its mandatory statutory duties, all avow to the other that each has obtained and has in full force and effect a public entity liability policy relating to the faithful performance of duty.
- 3. The provisions of the Records and Disposition Schedule promulgated by the Arizona State Library, Department of Library, Archives and Public Records, as it may from time to time be amended, shall be applicable to all public documents generated in the course of this Agreement.
- 4. If the parties mutually agree, claims, disputes or other matters in question may be submitted for arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Demand for arbitration must be filed in writing with the other party to this Agreement.



5. All notices or demands upon any party to this Agreement, except as otherwise specified herein, shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Navajo County Elections Division  
P.O. Box 668  
100 E. Code Talkers Dr.  
Holbrook, AZ 86025

City of Holbrook  
P.O. Box 970  
Holbrook, AZ 86025

6. The CITY is responsible for and agrees to defend challenges to the CITY election arising out of the actions of the CITY and its officials, employees and agents.
7. E-verify requirements. To the extent applicable under Arizona Revised Statute §41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Arizona Revised Statutes §23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and the non-breeching party may terminate the Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

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

NAVAJO COUNTY BOARD OF SUPERVISORS

CITY OF HOLBROOK

\_\_\_\_\_  
Jesse Thompson, Chairperson

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

Attest:

Attest:

\_\_\_\_\_  
Melissa W. Buckley, Clerk of the Board

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

Pursuant to Arizona Revised Statutes §11-952, the foregoing Agreement has been submitted to the undersigned counsel who has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the County of Navajo.

\_\_\_\_\_  
Brad Carlyon, Navajo County Attorney

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