

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. July 27, 2023

1. CALL TO ORDER:
2. ROLL CALL:
3. PLEDGE OF ALLEGIANCE/INVOCATION:
4. CONSENT AGENDA:  
July 13, 2023, work session minutes.  
July 13, 2023, meeting minutes. Tab 1
5. CALL TO THE PUBLIC FOR NON-AGENDA ITEMS:  
\*Three-minute time limit per individual.
6. CALL TO THE PUBLIC FOR AGENDA ITEMS:  
\*Five-minute time limit per individual.
7. EXECUTIVE SESSION: The City Council may vote to recess the meeting and go into executive session for discussion or consultation with its attorneys regarding the Interim City Manager Plans, the future City Manager search, the proposed Interim City Manager Contract, and any other item on the agenda, as authorized by A.R.S. § 38- 431.03(A)(3) and (A)(4).
8. NEW BUSINESS (DISCUSSION AND POSSIBLE ACTION):
  - a. Swimming pool repair award: new heater. Tab 2
  - b. Swimming pool repair award: new filtration system. Tab 3
  - c. Resolution 23-06: update signature card Tab 4
  - d. Resolution 23-07: Amending fees for the City of Holbrook Fitness Center Tab 5
  - e. Discussion and possible action on National Med Grow Fence Tab 6
  - f. Discussion and possible action on Public Participation Policy Tab 7
  - g. Discussion and possible approval of Interim City Manager role in the future City Manager search
  - h. Discussion and possible approval of Interim City Manager contract with Randall L. Sullivan Tab 8
9. SUMMARY OF CURRENT EVENTS:  
Mayor:  
Council Members:  
City Manager:

10. \*\*SUBMISSION OF WRITTEN PETITION FOR ITEMS NOT ON THE AGENDA:

11. ADJOURNMENT

Posted the 26<sup>th</sup> day of July 2023.

  
\_\_\_\_\_  
Lisa Hunt, 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 generally not discuss items that are not specifically identified on the agenda, except in certain circumstances. 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 may not be presented during these public appearances. All speakers should begin their remarks by stating their name and address for the record.

\*\*Any citizen of the City may appear before the Council at any regular meeting and present a written petition. Such petitions shall be considered, and response given within 31 days in conformity with the requirements of the Charter, the Open Meeting Law, and other statutory and constitutional provisions per Holbrook City Charter Article II, Section 2.18.

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 comments made by others who have addressed the public body.

The Holbrook City Council may discuss or take legal action on any item listed on the Agenda.

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 any matter listed on the agenda in accordance with A.R.S. 38-431.03. The Holbrook City Council may vote to hold an executive session for the purpose of obtaining legal advice from the Council's attorney on any matter listed on the agenda pursuant to A.R.S. § 38-431.03(A)(3).

Electronic versions of this agenda can be found at [www.holbrookaz.gov](http://www.holbrookaz.gov).

MINUTES OF THE WORK SESSION  
OF THE HOLBROOK CITY COUNCIL HELD ON  
July 13, 2023

CALL TO ORDER: Mayor Smith called the meeting to order at 4:00 p.m.

ROLL CALL: Mayor Kathleen Smith, Councilmembers Robert Black, Mike Nilsson, Arcenia Pacheco, Karina Pack, and Teri Tafoya. Tim Dixon participated telephonically.

CITY STAFF: City Clerk Lisa Hunt and Finance Director Randy Sullivan

DISCUSS FISCAL YEAR 2023-2024 BUDGET: Finance Director Randy Sullivan reviewed the Annual Budget for FY 24 with the City Council. Discussion was held.

ADJOURNMENT

The Work Session adjourned at 5:55 p.m.

I hereby certify that the forgoing minutes are a true and correct copy of the minutes of the Work Session of the Holbrook City Council held on July 13, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

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Lisa Hunt, City Clerk

PASSED, APPROVED AND ADOPTED this 27<sup>th</sup> day of July 2023.

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Kathleen Smith, Mayor

MINUTES OF THE REGULAR MEETING  
OF THE HOLBROOK CITY COUNCIL HELD ON  
July 13, 2023

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

ROLL CALL: Mayor Kathleen Smith, Councilmembers Robert Black, Mike Nilsson, Arcenia Pacheco, Karina Pack, and Teri Tafoya appeared in Council Chambers. Councilmember Tim Dixon participated via phone.

CITY STAFF: Finance Director Randy Sullivan and City Clerk Lisa Hunt.

PLEDGE OF ALLEGIANCE/INVOCATION: The Pledge of Allegiance was led by Councilmember Tafoya. The Invocation was given by Ken Clay of Faith Assemble of God Church.

CONSENT AGENDA:

June 22, 2023, Regular Meeting minutes.

MOTION: Councilmember Nilsson

SECONDED: Councilmember Black

MOTION CARRIED

CALL TO THE PUBLIC FOR NON-AGENDA ITEMS: None

CALL TO THE PUBLIC FOR AGENDA ITEMS: None

NEW BUSINESS:

- a. Ordinance 23-03 – 2<sup>nd</sup> Reading: An Ordinance levying a primary property tax upon the assessed valuation of property located within the City subject to taxation, for the Fiscal Year ending June 30, 2024. -Mayor Smith read Ordinance 23-03 by heading.  
MOTION: Councilmember Nilsson  
SECONDED: Councilmember Pack  
ROLL CALL VOTE: Councilmember Black “Aye”, Councilmember Dixon “Aye”, Councilmember Nilsson “Aye”, Councilmember Pacheco “Aye”, Councilmember Pack “Aye”, Councilmember Tafoya “Aye”, and Mayor Smith “Aye”.
- b. Resolution 23-04: A resolution adopting the Fiscal Year 2024 Final Budget. – Mayor Smith read by heading.  
MOTION: Councilmember Pacheco  
SECONDED: Councilmember Nilsson  
ROLL CALL VOTE: Councilmember Black “Aye”, Councilmember Dixon “Aye”, Councilmember Nilsson “Aye”, Councilmember Pacheco “Aye”, Councilmember Pack “Aye”, Councilmember Tafoya “Aye”, and Mayor Smith “Aye”.
- c. Resolution 23-05: A resolution approving a Uniform Video Service License for Cable One, dba Sparklight. – Lori Nicholson, representing Sparklight introduced herself to the Council.  
MOTION: Councilmember Nilsson  
SECONDED: Councilmember Black  
ROLL CALL VOTE: Councilmember Black “Aye”, Councilmember Dixon “Aye”, Councilmember Nilsson “Aye”, Councilmember Pacheco “Aye”, Councilmember Pack “Aye”, Councilmember Tafoya “Aye”, and Mayor Smith “Aye”.
- d. Sun Valley Water Project Bid Award.  
Discussion was held.  
MOTION: Councilmember Pacheco  
SECONDED: Councilmember Tafoya  
MOTION CARRIED
- e. Vice Mayor Election: Councilmember Black and Councilmember Nilsson ran for the position of Vice Mayor. Ballots were given to each Councilmember.

RESULTS: Councilmember Black- Robert Black; Councilmember Dixon- Mike Nilsson; Councilmember Nilsson- Mike Nilsson; Councilmember Pacheco- Mike Nilsson; Councilmember Pack- Mike Nilsson; Councilmember Tafoya- Robert Black; Mayor Smith- Robert Black.  
Councilmember Nilsson was elected as Vice Mayor.

- f. Interim City Manager Selection – Mayor Smith recommended Randy Sullivan to be the Interim Manager. Discussion was held. A motion was made to hire Randy Sullivan as an Interim City Manager.

MOTION: Councilmember Black

SECONDED: Councilmember Pack

MOTION CARRIED.

- g. City Manager Recruitment Company – Discussion was held. A motion was made to table this item until further information is obtained.

MOTION: Mayor Smith

SECONDED: Councilmember Tafoya

MOTION CARRIED

#### SUMMARY OF CURRENT EVENTS-MAYOR:

-Mayor Smith shared that she and Councilmember Tafoya participated in a Community Convening hosted by the Holbrook Chamber of Commerce. She thanked Cindy Tafoya for getting the grant and organizing the work session. The grant came through Local First, which will create a Community Profile on Holbrook where it highlights our attractions and locally owned businesses. Mayor Smith explained that the community profile would be featured on RuralAz.com, the profile includes three months of digital advertising to promote it once published. Local First designs the ads and manages the buy at no cost. The profile comes at no cost to the businesses and at no cost to the community.

Mayor Smith thanked our Firemen for another great BBQ and fireworks program. She thinks that it is one of the best. She also thanked Twyla Taylor and the Kiwanis for another fun bike parade and games at the park.

#### SUMMARY OF CURRENT EVENTS-COUNCILMEMBERS:

-Councilmember Tafoya attended the Community Convening. She also sent prayers to the Brooks family, of Joseph City, in the search for their son Jarrett.

-Councilmember Black sent prayers to the Brooks family. He also toured the Bread of Life Mission and said that they do a good job. Councilmember Black shared that EMS said that there is trouble with bed bugs in the community.

-Councilmember Pack said that she had a good 4<sup>th</sup> of July.

-Vice Mayor Nilsson said that this year was the best fireworks show and that we have a great Fire Department. He also shared that Bobby Wauneka Jr and Paul Palomo passed away. Bobby's funeral is on 7/22 and Paul's funeral is on Monday.

-Councilmember Pacheco- No Report

-Councilmember Dixon welcomes the monsoons.

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

-No Report

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

#### ADJOURNMENT:

MOTION: Councilmember Tafoya

SECONDED: Councilmember Black

MOTION CARRIED

Meeting adjourned at 6:48 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 July 13, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

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Lisa Hunt, City Clerk

PASSED, APPROVED AND ADOPTED this 27<sup>th</sup> day of July 2023.

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Kathleen Smith, Mayor

**City of Holbrook  
Council Action Form**

**Meeting Date:** July 27, 2023

**Tab:**   2  

**To:** Mayor and City Council

**From:** Michael Young, Pool Maintenance

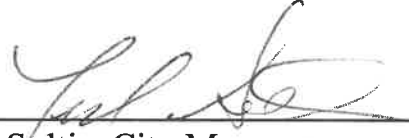
**Subject:** Swimming Pool Heater Repair

**Discussion:** The pool heater has reached the end of its life expectancy. The heater is budgeted for replacement this fiscal year.

**Fiscal Impact:** \$63,565.01

**Recommendation:** Approve Commercial Pool Repair Waternuts Aquatic Enterprises, Inc. for the pool heater removal and replacement.

**Submitted by:**   
Michael Young, Pool Maintenance

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



Commercial Pool Repair  
 Waternuts Aquatic Enterprises, Inc.  
 PO BOX 28397  
 SCOTTSDALE, AZ 85255 US  
 +1 6025413774  
 commercialpoolrepair@gmail.com

# Estimate



**ADDRESS**

City of Holbrook  
 Attn: Mike Young  
 PO BOX 970  
 Holbrook, AZ 86025

**SHIP TO**

City of Holbrook  
 Attn: Mike Young  
 PO BOX 970  
 Holbrook, AZ 86025

ESTIMATE #	DATE	EXPIRATION DATE
120594087	07/13/2023	08/31/2023

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

**PURCHASE ORDER**  
 BID FOR PROPOSAL

ACTIVITY	QTY	RATE	AMOUNT
Propane Heater			
<b>Service</b> Demo and disposal of existing heater, heater piping and venting.	1	1,450.00	1,450.00
<b>Product</b> XTherm P-1505A Condensing Commercial Pool Heater 1,500,000 BTUs - Propane Heater	1	43,141.00	43,141.00T
<b>Product</b> PVC Vent Adapter 075322	1	790.00	790.00T
<b>Product</b> Vent Cap 015786	1	356.00	356.00T
<b>Product</b> CSD1 for Arizona requirement	1	481.00	481.00T
<b>Product</b> Condensation Neutralizer 012051	1	423.75	423.75T
<b>Service</b> Service pad, concrete pad for heater (required by factory)	1	1,485.00	1,485.00
<b>Product</b> Valves to regulate flow to system, plumbing and venting	1	3,855.00	3,855.00T
<b>Service</b> Installation of heater, plumbing and venting Holbrook will be responsible for any permitting, plans or inspections. Holebrook will provide all electrical for installation of new unit. Holebrook will supply and install new gas line and obtain new regulator if needed. Unit requires 70" vertical clearance at installation site to meet 10" clearance requirement above heater.	1	5,500.00	5,500.00
Access for heater, door or wall removal and forklift provide by City of Holbrook			
<b>RAYPAK:Heater Installation</b> Heater Installation-	1	0.00	0.00T

ACTIVITY	QTY	RATE	AMOUNT
<p>For your health and the protection of your pool equipment, it is essential that your water be chemically balanced. The following levels must be used as a guide for balanced water.</p> <p>*Free Chlorine MUST NOT EXCEED 5 PPM!</p> <p>***In salt water chlorinated pools, the total TDS can be as high as 6000 ppm.</p> <p>*Occasional chemical shock dosing of the pool or spa water should not damage the heater providing the water is balanced.</p> <p>* Automatic chemical dosing devices and salt chlorinators are usually more efficient in heated water, unless controlled, they can lead to excessive chlorine level which can damage your heater, and which is not covered under warranty. A check valve should be installed between the heater outlet and a chlorinator or other chemical dosing device.</p> <p>* Further advice should be obtained from your pool or spa builder, accredited pool shop, or chemical supplier for the correct levels for your water.</p> <p><b>Service</b> Trip charge and lodging for job scope.</p>	1	1,650.00	1,650.00

All prices are good for 30 days unless otherwise noted.

SUBTOTAL	59,131.75
TAX	3,948.26
SHIPPING	485.00
TOTAL	<b>\$63,565.01</b>

Accepted By

Accepted Date

**City of Holbrook  
Council Action Form**

**Meeting Date:** July 27, 2023

**Tab:** 3

**To:** Mayor and City Council

**From:** Michael Young


**Subject:** Pool Filtration Replacement

**Discussion:** The pool filtration system has reached the end of its life expectancy. It is budgeted for replacement this fiscal year.

**Fiscal Impact:** \$42,445.80

**Recommendation:** Approve Commercial Pool Repair Waternuts Aquatic Enterprises, Inc. for the pool filtration system removal and replacement.

**Submitted by:**   
Michael Young, Pool Maintenance

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

Commercial Pool Repair  
 Waternuts Aquatic Enterprises, Inc.  
 PO BOX 28397  
 SCOTTSDALE, AZ 85255 US  
 +1 6025413774  
 commercialpoolrepair@gmail.com

# Estimate



ADDRESS
City of Holbrook Attn: Mike Young PO BOX 970 Holbrook, AZ 86025

SHIP TO
City of Holbrook Attn: Mike Young PO BOX 970 Holbrook, AZ 86025

ESTIMATE #	DATE
120594088	04/06/2023

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY	QTY	RATE	AMOUNT
<b>Waterco:Demo</b> Filter Demo	1	3,500.00	3,500.00T
<b>Service</b> Service at Facility- Trash Rental and disposal charges	1	785.00	785.00
<b>Product</b> SMD 1600 63" Deep Bed Vertical Filter with 4" I/O	1	16,588.00	16,588.00T
<b>Product</b> 4" 4 valve manifold system	1	5,995.00	5,995.00T
<b>Product</b> 4" pipe and fitting package	1	950.00	950.00T
<b>Product</b> Unistrut support for manifold and piping	1	1,495.00	1,495.00T
<b>Construction Materials:Silica Sand #20</b> Silica Sand #20	36	15.25	549.00T
<b>Product</b> Blue and white 4" Flowmeter	2	144.31	288.62T
<b>Construction Materials:Pea Gravel / 50# Plastic Bag</b> Pea Gravel	10	16.85	168.50T
<b>Service</b> Service at Facility-Service to install filter and piping system.	1	6,850.00	6,850.00
<b>Plumbing Pack</b> Plumbing parts and supplies	1	285.00	285.00T
<b>Service</b> Service at Facility Current lead time is 4 weeks from factory. Lead time will be updated at when order is placed.	1	685.00	685.00
<b>Lodging</b> Project lodging *** City of Holebrook Responsible wall demo for filter access	3	295.00	885.00T

All prices are good for 30 days unless otherwise noted. Shipping may increase at time of order

SUBTOTAL	39,024.12
TAX	2,471.68
SHIPPING	950.00
<b>TOTAL</b>	<b>\$42,445.80</b>

Accepted By

Accepted Date

City of Holbrook  
Council Action Form

**Tab Number:** 4

**Meeting Date:** July 27, 2023

**To:** Mayor and City Council

**From:** Interim City Manager

**Subject:** Update signature card

**Discussion:** With the change of Vice Mayor Payne, The City needs to update the authorized signers on the two Bank of the West accounts.

**Fiscal Impact:** None

**Recommendation:** Add Vice Mayor Nilsson to the signature card

**Approved by:** Randall L Sullivan Jr  
Randall L Sullivan Jr, Interim City Manager

**RESOLUTION 23-06**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HOLBROOK, "CITY", NAVAJO COUNTY, ARIZONA, DESIGNATION AUTHORIZED SIGNATORIES**

**WHEREAS**, pursuant to Arizona Revised Statutes §9-240, the Mayor and Council shall have the control and power over the affairs, finances and property of the corporation and to appropriate money to provide for the payment of its debts and expenses; and,

**WHEREAS**, the Mayor and City Council have the authority to designate signatories to affix their signature, as may be required; and,

**WHEREAS**, the Mayor and Council have determined that it is in the best interest of the citizens of the City to formally designate duly qualified signatories.

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

**SECTION 1:** Only authorized signatories shall affix his/her/their signature on City checks, drawn for debts or expenses and/or on City documents, contracts, bank accounts, properties, affairs, books and corporate records to carry-out the duties and financial responsibilities of the City.

**SECTION 2:** Two signors: one elected official, the Mayor and in his/her absence, the Vice Mayor and one staff member, the City Manager and in his/her absence, the City Clerk or Finance Director, are authorized to act for and on behalf of the City in any matter involving the City's depository accounts and are further authorized to sign on behalf of the City and implements for and in the name of the City, the terms and all agreements, instruments, drafts, certificates, or other documents relating to any depository accounts or other business of the City including, but not limited to payroll agreements, repurchase agreements, night depository agreements, funds transfer agreements or safe deposit agreements.

**SECTION 3:** The Mayor is authorized to execute the Resolution.

**SECTION 4:** The City Manager is authorized to certify the name, title, specimen signature and facsimile signature with respect to any additions or deletions of persons authorized to carry out the purpose and intent of this resolution and that this shall remain in full force and effect until express written notice of rescission or modification is provided.

**PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLBROOK, ARIZONA, THIS 27<sup>th</sup> DAY OF JULY, 2023.**

**APPROVED/EXECUTED:**

\_\_\_\_\_  
Kathleen Smith, Mayor

**ATTESTED:**

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

**APPROVED AS TO FORM:**

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

Account Number: \_\_\_\_\_

Card Printed Date: 7/19/2023

Account Name and Mailing Address		Account Information		
CITY OF HOLBROOK GENERAL ACCOUNT POB 970 HOLBROOK AZ 86025 0970		8/15/2006	21046 - SME BBC Phoenix	DDA
		Date Opened	Cost Center	Account Type
		Opened/Updated By		Approved By

**Ownership** PUBLIC FUNDS - PUBLIC FUNDS

**Owner Information**

CITY OF HOLBROOK Name	TIN	92852462250000 Phone
POB 970 Street Address	HOLBROOK AZ 86025 0970 City/State/ZIP	

Authorized Signer	Authorized Signer
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Signature	Signature
MARY F PAYNE Printed Name	KATHLEEN SMITH Printed Name
Social Security No.	Social Security No.
Date of Birth	Date of Birth
US State Issued Driver's License/DPC Identification Type	US State Issued Driver's License/DPC Identification Type
Identification No.	Identification No.
Arizona Issuer	Arizona Issuer
10/3/2024 Expiration Date	5/7/2038 Expiration Date

Authorized Signer	Authorized Signer
-------------------	-------------------

Signature	Signature
RANDALL L SULLIVAN JR Printed Name	MELISSA LYNNE HUNT Printed Name
Social Security No.	Social Security No.
Date of Birth	Date of Birth
US State Issued Driver's License/DPC Identification Type	US State Issued Driver's License/DPC Identification Type
Identification No.	Identification No.
Arizona Issuer	Arizona Issuer
9/14/2021 Expiration Date	4/5/2033 Expiration Date

Check the box if Authorized Signer(s) Supplement is included with signature card.

**W-9 Tax Certification**

By signing below, I authorize the following Taxpayer Identification Number (TIN) to be used for tax reporting purposes.

Taxpayer Identification Number: \_\_\_\_\_

Exempt Payee Code (if any): \_\_\_\_\_

Exempt from FATCA Reporting code if any: \_\_\_\_\_

Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number, and
- (2) I am not subject to backup withholding either because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the Internal Revenue Service has notified me that I am no longer subject to backup withholding, and
- (3) I am a U.S. person (including a U.S. resident alien).
- (4) The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions: You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

CITY OF HOLBROOK Name of U.S. Person (Print)	Signature of U.S. Person	Date
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Account Number: \_\_\_\_\_

The undersigned (1) certify that the information on this Organization/Association Signature Card, is true and correct; (2) agree to open one or more deposit account(s) as of the date of this Organization/Association Signature Card at Bank of the West ("Bank"); (3) acknowledge and agree that any of the undersigned, whether acting collectively or alone, may open additional deposit accounts under this Organization/Association Signature Card at a later date; (4) acknowledge and agree that all deposit account established under this Organization/Association Signature Card have the same ownership and Authorized Signer(s); (5) authorize Bank to verify any information provided and to obtain credit reports or make any other inquiries on the Organization/Association ("Organization") and any of the undersigned;(6) acknowledge and agree that the deposit account(s) is/are subject to and governed by applicable law and the terms, conditions, rates, and charges provided in the Deposit Account Disclosure for Business Accounts, Schedule of Fees and Charges For Business Deposit Accounts, and such other applicable documents and agreements pertaining to the deposit account(s) (collectively, "Disclosures"), as such Disclosures are added to, deleted from, or otherwise amended from time to time in accordance with such Disclosures, and acknowledge receipt of such Disclosures; (7) agree to indemnify and hold Bank harmless from any claim or liability resulting from a breach of fiduciary duty; (8) represent and warrant: (a) the signatures appearing above are genuine signatures of the Authorized Signer(s); (b) each Authorized Signer is authorized to transact on the deposit account(s); (c) the authority granted to each Authorized Signer includes authority to sign checks and other items and to give Bank other instructions to withdraw funds, to endorse and deposit checks and other items that are payable to or that belong to the Organization, and to transact other business relating to this Organization's deposit account(s); (9) certify that each acting alone has all necessary authority to enter into this Organization/Association Signature Card and other banking agreements on behalf of this Organization; (10) certify that the Organization is duly qualified to do business under the laws of each state where the nature of the business done requires such qualification; (11) certify that all necessary actions or formalities, where necessary, have been taken to authorize the undersigned and the Authorized Signer(s) to so act; and (12) ratify and reaffirm the ownership, terms, and agreements provided in this Organization/Association Signature Card as of the date each new deposit account is established under this Organization/Association Signature Card. This Organization/Association Signature Card may be in the form of an Electronic Record and may, if Bank has expressly agreed with the undersigned to accept Electronic Signatures, be executed using Electronic Signatures (including manually executed paper documents that are sent by facsimile, or .pdf, or other electronic means), which shall be considered an original and shall have the same legal effect, validity and enforceability as an original paper record. For purposes hereof, each of the terms "Electronic Record" and "Electronic Signature" has the respective meaning assigned to it in 15 USC §7006 (as the same may be amended from time to time). This Organization/Association Signature Card may be executed in one or more counterparts, including both paper and electronic counterparts, but all such counterparts shall constitute one and the same agreement.

I acknowledge that Bank of the West is a trade name used by BMO Harris Bank N.A. Deposits made through Bank of the West and in U.S. accounts under the BMO brand name are not separately insured by the FDIC and count towards your FDIC deposit insurance limit at BMO Harris Bank N.A.

Authorized Representative (Printed Name and Title)	Signature
Authorized Representative (Printed Name and Title)	Signature
Authorized Representative (Printed Name and Title)	Signature
Authorized Representative (Printed Name and Title)	Signature

Opened Date	Account Number	Account Type	Opened By	Approved By	Customer Signature
8/15/2006	_____	DDA			

**RESOLUTION**

RESOLVED, that \_\_\_\_\_ (the "Organization") authorizes the following individuals named below:

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

(each an "Authorized Representative"), acting alone, to: (1) establish with Bank of the West (the "Bank") one or more deposit accounts all such deposit accounts have the same ownership and Authorized Signer(s) as provided on the Organization/Association Signature Card dated 7/19/2023 ("Signature Card"); (2) open one or more additional deposit account(s) at a future date under the Signature Card; provided the ownership and Authorized Signer(s) of the new deposit account(s) is/are the same as the ownership and Authorized Signer(s) on the Signature Card; (3) designate from time to time persons to manage, operate, or otherwise provide instructions regarding each deposit account ("Authorized Signers"); and (4) contract for such other banking services as any Authorized Representative deems necessary or appropriate to manage this Organization's deposit accounts;

RESOLVED FURTHER, that this Organization adopts for each deposit account (a) the Bank's Deposit Account Disclosure for Business Accounts and Schedule of Fees and Charges for Business Accounts, as added to, deleted from or otherwise amended from time to time; (b) this Signature Card; and (c) any addenda thereto, which is incorporated by this reference, for each deposit account it opens;

RESOLVED FURTHER, that the person(s) designated as Authorized Signer(s) are authorized to transact on all current and future deposit accounts opened under the Signature Card. The authority granted to each Authorized Signer includes, but is not limited to, authority to sign checks and other items and to give Bank other instructions to withdraw funds, to endorse and deposit checks and other items that are payable to or that belong to the Organization, and to transact other business relating to each of this Organization's deposit accounts.

RESOLVED FURTHER, that the authority conferred is in addition to any other, including conflicting authorizations, in effect and shall remain in force until Bank receives written notice of its revocation at the office where the deposit account is maintained or at such other location as the Bank may direct.

**CERTIFICATE**

I further certify that the Authorized Representatives are authorized (a) to establish deposit accounts for the Organization; (b) to designate persons to operate each deposit account; and (c) to provide Bank with future instructions regarding the opening, closing, or management of any of this Organization's deposit accounts, including the designation of Authorized Signer(s), and the certification that such Authorized Signers' signatures are accurate and genuine.

I certify that I am the \_\_\_\_\_ of the Organization named above; that the foregoing is a complete, true and correct copy of resolutions of the Board of Directors of the Organization, of a duly authorized committee of the Board, duly and regularly adopted by the Board of Directors of the Organization in all respects as required by law and the bylaws of the Organization; and that the resolutions are still in full force and effect and have not been amended or revoked and do not exceed the objects or powers of the Organization or the powers of its directors.

IN WITNESS WHEREOF, I have hereunto set my hand as \_\_\_\_\_ of the Organization.

By: \_\_\_\_\_ Date: \_\_\_\_\_ Name: \_\_\_\_\_  
(Signature)

Account Number: \_\_\_\_\_

Card Printed Date: 7/19/2023

Account Name and Mailing Address		Account Information		
CITY OF HOLBROOK PAYROLL ACCOUNT POB 970 HOLBROOK AZ 86025 0970		8/15/2006	00632 - Holbrook	DDA
		Date Opened	Cost Center	Account Type
		Opened/Updated By		Approved By

**Ownership** PUBLIC FUNDS - PUBLIC FUNDS

Owner Information		
CITY OF HOLBROOK Name	TIN	92852462250000 Phone
POB 970 Street Address	HOLBROOK AZ 86025 0970 City/State/ZIP	

Authorized Signer		Authorized Signer	
Signature		Signature	
MARY F PAYNE Printed Name		KATHLEEN SMITH Printed Name	
Social Security No.	Date of Birth	Social Security No.	Date of Birth
US State Issued Driver's License/DPC Identification Type	Identification No.	US State Issued Driver's License/DPC Identification Type	Identification No.
Arizona Issuer	10/3/2024 Expiration Date	Arizona Issuer	5/7/2038 Expiration Date

Authorized Signer		Authorized Signer	
Signature		Signature	
RANDALL L SULLIVAN JR Printed Name		MELISSA LYNNE HUNT Printed Name	
Social Security No.	Date of Birth	Social Security No.	Date of Birth
US State Issued Driver's License/DPC Identification Type	Identification No.	US State Issued Driver's License/DPC Identification Type	Identification No.
Arizona Issuer	9/14/2021 Expiration Date	Arizona Issuer	4/5/2033 Expiration Date

Check the box if Authorized Signer(s) Supplement is included with signature card.

### W-9 Tax Certification

By signing below, I authorize the following Taxpayer Identification Number (TIN) to be used for tax reporting purposes.  
Taxpayer Identification Number: \_\_\_\_\_

Exempt Payee Code (if any): \_\_\_\_\_ Exempt from FATCA Reporting code if any: \_\_\_\_\_

Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number, and
- (2) I am not subject to backup withholding either because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the Internal Revenue Service has notified me that I am no longer subject to backup withholding, and
- (3) I am a U.S. person (including a U.S. resident alien).
- (4) The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions: You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

CITY OF HOLBROOK Name of U.S. Person (Print)	Signature of U.S. Person	Date
---	--------------------------	------



Account Number: \_\_\_\_\_

The undersigned (1) certify that the information on this Organization/Association Signature Card, is true and correct; (2) agree to open one or more deposit account(s) as of the date of this Organization/Association Signature Card at Bank of the West ("Bank"); (3) acknowledge and agree that any of the undersigned, whether acting collectively or alone, may open additional deposit accounts under this Organization/Association Signature Card at a later date; (4) acknowledge and agree that all deposit account established under this Organization/Association Signature Card have the same ownership and Authorized Signer(s); (5) authorize Bank to verify any information provided and to obtain credit reports or make any other inquiries on the Organization/Association ("Organization") and any of the undersigned;(6) acknowledge and agree that the deposit account(s) is/are subject to and governed by applicable law and the terms, conditions, rates, and charges provided in the Deposit Account Disclosure for Business Accounts, Schedule of Fees and Charges For Business Deposit Accounts, and such other applicable documents and agreements pertaining to the deposit account(s) (collectively, "Disclosures"), as such Disclosures are added to, deleted from, or otherwise amended from time to time in accordance with such Disclosures, and acknowledge receipt of such Disclosures; (7) agree to indemnify and hold Bank harmless from any claim or liability resulting from a breach of fiduciary duty; (8) represent and warrant: (a) the signatures appearing above are genuine signatures of the Authorized Signer(s); (b) each Authorized Signer is authorized to transact on the deposit account(s); (c) the authority granted to each Authorized Signer includes authority to sign checks and other items and to give Bank other instructions to withdraw funds, to endorse and deposit checks and other items that are payable to or that belong to the Organization, and to transact other business relating to this Organization's deposit account(s); (9) certify that each acting alone has all necessary authority to enter into this Organization/Association Signature Card and other banking agreements on behalf of this Organization; (10) certify that the Organization is duly qualified to do business under the laws of each state where the nature of the business done requires such qualification; (11) certify that all necessary actions or formalities, where necessary, have been taken to authorize the undersigned and the Authorized Signer(s) to so act; and (12) ratify and reaffirm the ownership, terms, and agreements provided in this Organization/Association Signature Card as of the date each new deposit account is established under this Organization/Association Signature Card.This Organization/Association Signature Card may be in the form of an Electronic Record and may, if Bank has expressly agreed with the undersigned to accept Electronic Signatures, be executed using Electronic Signatures(including manually executed paper documents that are sent by facsimile, or .pdf, or other electronic means), which shall be considered an original and shall have the same legal effect, validity and enforceability a an original paper record. For purposes hereof, each of the terms "Electronic Record" and "Electronic Signature" has the respective meaning assigned to it in 15 USC §7006 (as the same may be amended from time to time).This Organization/Association Signature Card may be executed in one or more counterparts, including both paper and electronic counterparts, but all such counterparts shall constitute one and the same agreement.

I acknowledge that Bank of the West is a trade name used by BMO Harris Bank N.A. Deposits made through Bank of the West and in U.S. accounts under the BMO brand name are not separately insured by the FDIC and count towards your FDIC deposit insurance limit at BMO Harris Bank N.A.

Authorized Representative (Printed Name and Title)	Signature
Authorized Representative (Printed Name and Title)	Signature
Authorized Representative (Printed Name and Title)	Signature
Authorized Representative (Printed Name and Title)	Signature

Opened Date	Account Number	Account Type	Opened By	Approved By	Customer Signature
8/15/2006	_____	DDA			

Account Number: \_\_\_\_\_

**RESOLUTION**

RESOLVED, that \_\_\_\_\_ (the "Organization") authorizes the following individuals named below:

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

(each an "Authorized Representative"), acting alone, to: (1) establish with Bank of the West (the "Bank") one or more deposit accounts all such deposit accounts have the same ownership and Authorized Signer(s) as provided on the Organization/Association Signature Card dated 7/19/2023 ("Signature Card"); (2) open one or more additional deposit account(s) at a future date under the Signature Card; provided the ownership and Authorized Signer(s) of the new deposit account(s) is/are the same as the ownership and Authorized Signer(s) on the Signature Card; (3) designate from time to time persons to manage, operate, or otherwise provide instructions regarding each deposit account ("Authorized Signers"); and (4) contract for such other banking services as any Authorized Representative deems necessary or appropriate to manage this Organization's deposit accounts;

RESOLVED FURTHER, that this Organization adopts for each deposit account (a) the Bank's Deposit Account Disclosure for Business Accounts and Schedule of Fees and Charges for Business Accounts, as added to, deleted from or otherwise amended from time to time; (b) this Signature Card; and (c) any addenda thereto, which is incorporated by this reference, for each deposit account it opens;

RESOLVED FURTHER, that the person(s) designated as Authorized Signer(s) are authorized to transact on all current and future deposit accounts opened under the Signature Card. The authority granted to each Authorized Signer includes, but is not limited to, authority to sign checks and other items and to give Bank other instructions to withdraw funds, to endorse and deposit checks and other items that are payable to or that belong to the Organization, and to transact other business relating to each of this Organization's deposit accounts.

RESOLVED FURTHER, that the authority conferred is in addition to any other, including conflicting authorizations, in effect and shall remain in force until Bank receives written notice of its revocation at the office where the deposit account is maintained or at such other location as the Bank may direct.

**CERTIFICATE**

I further certify that the Authorized Representatives are authorized (a) to establish deposit accounts for the Organization; (b) to designate persons to operate each deposit account; and (c) to provide Bank with future instructions regarding the opening, closing, or management of any of this Organization's deposit accounts, including the designation of Authorized Signer(s), and the certification that such Authorized Signers' signatures are accurate and genuine.

I certify that I am the \_\_\_\_\_ of the Organization named above; that the foregoing is a complete, true and correct copy of resolutions of the Board of Directors of the Organization, of a duly authorized committee of the Board, duly and regularly adopted by the Board of Directors of the Organization in all respects as required by law and the bylaws of the Organization; and that the resolutions are still in full force and effect and have not been amended or revoked and do not exceed the objects or powers of the Organization or the powers of its directors.

IN WITNESS WHEREOF, I have hereunto set my hand as \_\_\_\_\_ of the Organization.

By: \_\_\_\_\_ Date: \_\_\_\_\_ Name: \_\_\_\_\_  
(Signature)

City of Holbrook  
Council Action Form

**Tab Number:** 5

**Meeting Date:** July 27, 2023

**To:** Mayor and City Council


**From:** Interim City Manager

**Subject:** Amending the fees for the City of Holbrook Fitness Center

**Discussion:** The City of Holbrook

**Fiscal Impact:** There are currently 10 customers that utilize the fitness center. This would amount to \$1500 year.

**Recommendation:** Approve free rates for Holbrook EMS and Holbrook Volunteer Fire Department, and City Retirees and their spouses

**Approved by:**   
Randall L Sullivan Jr, Interim City Manager

**RESOLUTION 23-07**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HOLBROOK, "CITY", NAVAJO COUNTY, ARIZONA, AMENDING THE FEES FOR THE CITY OF HOLBROOK FITNESS CENTER**

**WHEREAS**, The City of Holbrook operates a fitness center and charges fees to operate and maintain said fitness center; and,

**WHEREAS**, a portion of the expense of operating the fitness center need to be offset by the fees collected; and,

**WHEREAS**, the Mayor and Council have determined that it is in the best interest of the citizens to amend the fees.

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

**SECTION 1:** The following fees shall be charged and collected monthly for the use of the fitness center.

- A. Regular monthly fee \$12.50.
- B. One time use fee \$6.00
- C. Mayor, Council members, City Employees, their spouses, their sons, and daughters (under the age of 21), City retirees and their spouses, Holbrook Volunteer fire fighters and Holbrook EMS are free of charge.

**SECTION 2:** The Mayor is authorized to execute the Resolution.

**SECTION 3:** The City manager is authorized to implement the new fees.

**PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLBROOK, ARIZONA, THIS 27<sup>th</sup> DAY OF JULY, 2023.**

**APPROVED/EXECUTED:**

\_\_\_\_\_  
Kathleen Smith, Mayor

**ATTESTED:**

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

**APPROVED AS TO FORM:**

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

City of Holbrook  
Council Action Form

**Tab Number:** 6

**Meeting Date:** July 27, 2023

**To:** Mayor and City Council

**From:** Interim City Manager

**Subject:** Discussion possible action on National Med Grow Fence

**Discussion:** The fence is not built to commercial building code standards and is an unsightly view coming into the City.

**Fiscal Impact:** None

**Recommendation:** Contact owner and Discuss Code violations and seek Remedy

**Approved by:** Randall L Sullivan Jr  
Randall L Sullivan Jr, Interim City Manager



## Holbrook Codes

### 6-2 GENERAL REGULATIONS

#### 6-2-1 General Regulations

##### JJ. Walls, Hedges and Fences.

1. Heights: No fence, wall or hedge in any residential zone may be more than four (4) feet in height above street grade along any required front yard unless on a corner lot which may be less (see Article 6-2-1, subsection R), nor shall a fence, wall or hedge be more than six (6) feet in height in any rear or side yard. Fences, walls and hedges may not exceed height limitations, including ornamental or decorative additions. Fences, walls and hedges may be built above these heights in the following situations:

a. Around schools and other public or quasi-public institutions when necessary for the safety or restraint of the occupants thereof. Hedges shall not be used for safety or restraint of occupants.

b. Within industrial zones.

c. In commercial and industrially zoned property, barbed and razor wire is permitted only above the six (6) foot height limitation.

2. Fences and walls in all zones shall be constructed of conventional fencing material and maintained and kept in good appearance. Hedges in all zones shall be maintained in a neat and orderly fashion.

3. Hedges shall not be used for the containment of animals.

City of Holbrook  
Council Action Form

**Tab Number:** 7

**Meeting Date:** July 27, 2023

**To:** Mayor and City Council

**From:** Interim City Manager

**Subject:** Public Participation Policy

**Discussion:** The City needs to update the General Plan and to do so needs to get Public input and engagement for a more comprehensive plan.

**Fiscal Impact:** None

**Recommendation:** adopt the policy to give Mayor, Council, and Staff guidance when engaging public on the planning and decision-making process

**Approved by:** Randall Sullivan Jr  
Randall L Sullivan Jr, Interim City Manager

## **City of Holbrook Public Participation Policy**

ARS 9-461.06 requires municipalities in the State of Arizona to adopt a public involvement policy to guide the update and amendment of general plans. This policy describes the basic steps that the City of Holbrook (the City) will take to inform residents, business owners, and other stakeholders of updates and amendments to the City of Holbrook General Plan (the General Plan) and to involve them in the general plan planning and decision-making processes.

The process described below details the minimum which will be conducted during the process to ensure public interaction is engaged and received. Additional public engagement methods could be added to the process if more methods appear to be needed to get more effective public responses.

### **Public Involvement Goals and Policies**

#### **GOAL: PROVIDE OPPORTUNITIES FOR EFFECTIVE AND ENGAGED PUBLIC PARTICIPATION THROUGHOUT THE GENERAL PLAN PROCESSES.**

##### **Policy 1:**

Make reasonable efforts to involve the public and affected entities in the planning process of the General Plan.

##### **IMPLEMENTATION MEASURES**

- a. Provide public outreach via various medias including not but limited to: electronic media, print, public hearings, and in person events.

##### **Policy 2:**

Support open communication for comment and review of the General Plan through: public engagement at a local event, elementary or high school engagement, digital engagement through digital review and surveys, and public discussions at the City Planning Commission and City Council during the General Plan process.

##### **IMPLEMENTATION MEASURES**

- a. Provide public ability to provide comment by contacting City staff and the project team through in person events, e-mail comments, website comments, and mail in comments.

##### **Policy 3:**

Provide effective, early and continuous public participation that encourages involvement from all geographic, ethnic and economic areas of the City.

##### **IMPLEMENTATION MEASURES**

- a. Form a General Plan Stakeholder Team early in the process to provide regular and ongoing technical support and expertise to the General Plan process.
- b. Invite to the Stakeholder Team representatives from:

- City Departments;
  - Local, regional and state agencies;
  - Adjacent jurisdictions;
  - Other public institutions (such as school districts); and
  - Major Employers and Land Owners
- c. Hold at least four Stakeholder Team meetings during the preparation of the General Plan at major project milestones;
  - d. Seek guidance from the Council and City manager to identify major stakeholders;
  - e. Information posted on the City's web page;
  - f. Information articles in City newsletters or utility bills;
  - g. Press releases to the local press or newsletters of general circulation;
  - h. Attendance to special engagements such as community festivals and events;
  - i. Conduct one public meeting prior to the legislatively required Planning and Zoning Commission and City Council Public Hearings;
  - j. Accept written comments at all public events and public hearings and in advance of the hearing via email or handwritten.

**Policy 4:**

Provide effective notice of public hearings and meetings regarding the preparation of the General Plan.

**IMPLEMENTATION MEASURES**

- a. Mail notice of the Planning and Zoning Commission and City Council public hearing as required by State Law to the following:
  1. Arizona Commerce Authority;
  2. Arizona State Land Department;
  3. Adjacent Jurisdictions and Native Tribes;
  4. School Districts;
  5. Public Utility Companies;
  6. Navajo County Public Works Department;
  7. Civic, Educational, Professional and Other Organizations;
  8. Property Owners and Residents; and
  9. Any other entities or individuals that notify the City, in writing, of their desire to be notified about the preparation of the General Plan.

**Policy 5:**

Distribute the proposed plan draft and maps in viewable and easy to access formats.

**IMPLEMENTATION MEASURES**

- a. Make digital copies of the plan available to the entities required by State Law and to members of the public who request a copy of the plan as well as on the City website.
- b. Publish at least once notice in a newspaper of general circulation regarding the General Plan details for scheduled public meetings containing the date, time, and location and staff contact information where the public can comment and find more information.

- c. Make available a paper copy for review of the draft plan of the General Plan at City Hall and the local library
- d. At least sixty (60) days before the General Plan is noticed, the City of Holbrook shall submit a digital copy for review and further comment as part of the required **60-day Agency Review** period to:
  - 1. The Planning & Zoning Division of Navajo County;
  - 2. Adjacent jurisdictions and any nearby Native Tribes;
  - 3. The Arizona Department of Transportation (ADOT);
  - 4. The Arizona State Land Department (ASLD);
  - 5. The Arizona Commerce Authority;
  - 6. The Arizona Department of Water Resources (ADWR); and
  - 7. The Arizona Department of Environmental Quality (ADEQ).
- e. Provide a digital copy to any person or entity that requests in writing to receive a review copy.

City of Holbrook  
Council Action Form

**Tab Number:** 8

**Meeting Date:** July 27, 2023

**To:** Mayor and City Council

**From:** Interim City Manager

**Subject:** Interim City Manager Agreement

**Discussion:** During the Council meeting on July 13<sup>th</sup>, the Council ask for Finance Director Sullivan to take over Interim City Manager duties and responsibilities.

**Fiscal Impact:** currently there will be a savings of \$99,507.20 the current cost of the Finance Director position

**Recommendation:** approve Interim City Manager Agreement

**Approved by:** Randall L Sullivan Jr  
Randall L Sullivan Jr, Interim City Manager

**INTERIM CITY MANAGER  
EMPLOYMENT AGREEMENT**

This Interim City Manager Employment Agreement (“Agreement”) is an interim agreement made and entered into the 27<sup>th</sup> day of July, 2023, by and between the Mayor and City Council of Holbrook, an Arizona Municipal Corporation, hereafter referred to as “City” Randall L. Sullivan Jr., hereafter referred to as “Interim City 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 Interim City Manager (Collectively, the “Parties”, each a “Party”) agree as follows:

1. Employment. Interim City Manager is currently the Finance Director/Water and Wastewater supervisor for the city. The City desires to employ Interim City Manager as the full-time capacity until such time as the City appoints a new City Manager, and Interim City Manager hereby accepts such employment from City upon the terms and conditions set forth herein.
2. Services and Duties. Interim City Manager’s duties 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 Interim Manager. This shall include the role of Finance Director which duties Interim City Manager shall continue to perform. Interim City 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 Finance Director/Water and Wastewater supervisor as its Interim City Manager on a month-to-month basis until a permanent City Manager is appointed. Until such time as the permanent City Manager transitions into their appointment, the Interim City Manager will resume back to his previous position of Finance Director.
4. Base compensation. The base compensation shall be equal to the amount of \$122,583.00 per year, paid until the end of the month in which the Interim City Manager resigns, or at the end of the month in which the Council has appointed the permanent City Manager. The Interim City manager shall resume his previous position of Finance Director at the same rate of pay and benefits that he had prior to this agreement.

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 Interim Manager shall accrue vacation time in the amount equaling 6 weeks per year. This amount of vacation time is in addition to the vacation time that the Interim Manager has already accrued. The Interim Manager shall accrue sick leave in the same manner and the same rate as other administrative employees of the City. Interim Manager is entitled to use the City's plan for cell phone equipment and usage.
6. Automobile allowance. Interim Manager may use a city vehicle, if available, for City-related activities.
7. Termination of Agreement. Either party may terminate this Agreement pursuant to the following terms:
  - a. Should the Interim Manager desire to terminate the Agreement, Interim 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 Interim Manager to terminate the agreement on less than thirty (30) days written notice or to relieve the Interim 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 the Interim Manager up to and including the Date of the Termination. Upon termination of this Agreement, the Interim Manager shall be entitled to return to his previous position of Finance Director as set forth herein.
  - b. Interim 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 Interim Manager and this Agreement at any time, without cause, by delivery of written notice of such termination to Interim Manager not less than Thirty (30) days in advance of the Termination Date set forth in the notice, unless the Parties otherwise agree at any regular or special meeting. However, in the event of such termination, the transition period and compensation provided for herein shall apply, and the Interim Manager shall be entitled to return to his previous position of City Finance Director.
  - c.
8. Amendment. Nothing herein shall prohibit the parties from amending the terms and conditions of this Agreement as long as the amendment is made in writing and is executed by both the City and Interim City Manager.



9. Outside Activities. Interim 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 Interim City Manager on Interim City Manager's time off, provided that such non-City connected activities do not interfere with Interim City Manager's ability to faithfully, promptly and the best of Interim City 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 Interim 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 the Agreement, residency requirements shall be applied to and satisfied by Interim 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 Interim Manager under any law, ordinance or City Charter requirement Interim 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 the Agreement is terminated, or whenever otherwise reasonably requested by City, Interim Manager shall immediately return 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 Interim Manager's possession or under his control or which is used, produced or created by Interim Manager in rendering services under this Agreement or otherwise, all of which Interim 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 Interim Manager have any right to punitive, exemplary consequential or multiple damages against City, except for treble damages which may be available to Interim 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, Interim 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 the 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 of 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 the Agreement or any draft of the 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 27<sup>th</sup> day of July, 2023.**

**APPROVED/EXECUTED:**

---

Kathleen Smith, Mayor

**ATTESTED:**

---

Lisa Hunt, City Clerk

**APPROVED AS TO FORM:**

---

Bradley A. Burns, City Attorney



**RS**

## **RANDALL L SULLIVAN**

HOLBROOK, AZ 86025

CELL: 928-241-0346 RSULLIVAN@HOLBROOKAZ.GOV

### **OBJECTIVE**

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Obtain the position as City Manager and provide high quality leadership and direction.

### **SKILLS AND CERTIFICATIONS**

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- Professional Communication
- Directing Personnel
- Decision Making
- Budgeting
- Accounts Payables and Receivables
- Audits
- Payroll/Scheduling
- Construction/Infrastructure
- Streamlining
- Caselle Software
- Visions Software
- New World Software
- Software Conversions
- Microsoft Office
- Grade II in Water Distribution
- Grade II in Wastewater Collection
- Grade I in Water Treatment
- Grade I in Wastewater Treatment

### **EDUCATION**

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**BACHELOR OF SCIENCE IN BUSINESS ADMINISTRATION • NORTHERN ARIZONA UNIVERSITY • MAY 2004**

**BACHELOR OF SCIENCE IN ACCOUNTANCY • NORTHERN ARIZONA UNIVERSITY • MAY 2004**

### **EXPERIENCE**

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**CITY MANAGER • CITY OF HOLBROOK • OCTOBER 2012- JUNE 2018**

- Supervised Accounts Payables, Accounts Receivables, Payroll, Audits, and Budgeting
- Personnel Director
- Public Works (i.e., Streets, Parks, Water and Wastewater operations)

**FINANCE DIRECTOR • CITY OF HOLBROOK • OCTOBER 2008- OCTOBER 2012 - PRESENT**

- Supervised Accounts Payables, Accounts Receivables, Payroll, Audits, and Budgeting
- Water, Wastewater Supervisor

**SENIOR ACCOUNTANT • NAVAJO COUNTY • DECEMBER 2004- OCTOBER 2008**

- Supervised Accounts Payables, Accounts Receivables, Payroll, Audits, Budgeting and Software conversion

**BACHELOR STUDENT • NAU • AUGUST 2000- MAY 2004**

- Student with over 150 credit hours

**NIGHT OPERATIONS MANAGER • FLAGSTAFF HOME DEPOT • JANUARY 2001- DECEMBER 2004**

**Fiscal Year 2023-2024**  
**Salary/Wage Range by Position**

Class	Position	Range	Minimum	Midpoint	Maximum
<b>1100</b>	<b>Administration</b>				
1101	City Manager	80	\$122,583	\$147,158	\$171,734
1103	City Clerk	40	\$58,883	\$70,688	\$82,492
1110	Community Development Director	25	\$44,727	\$53,694	\$62,661
<b>1300</b>	<b>Fleet Services</b>				
1301	Fleet Manager	26	\$45,555	\$54,688	\$63,820
1307	Fleet Services Technician	14	\$36,560	\$43,889	\$51,219
<b>1400</b>	<b>Building Department</b>				
1409	Code Compliance Officer	21	\$41,565	\$49,898	\$58,231
1411	Building Inspector	30	\$49,020	\$58,848	\$68,676
1413	Safety Officer	10	\$33,975	\$40,786	\$47,597
<b>2100</b>	<b>Finance and Accounting</b>				
2101	Finance Director	64	\$91,422	\$109,751	\$128,079
2102	Administrative Services Director	52	\$73,370	\$88,080	\$102,789
<b>3000</b>	<b>Police Operations</b>				
3101	Police Chief	70	\$102,051	\$122,511	\$142,970
3103	Patrol Lieutenant	52	\$73,370	\$88,080	\$102,789
3104	Police Sergeant	44	\$63,362	\$76,065	\$88,768
3107	Police Officer	30	\$49,020	\$58,848	\$68,676
3109	Police Recruit	24	\$43,915	\$52,719	\$61,523
3111	Administrative Assistant	12	\$35,244	\$42,309	\$49,375
3113	Evidence Technician	19	\$40,069	\$48,102	\$56,135
<b>3300</b>	<b>Animal Control</b>				
3305	Animal Control Officer	21	\$41,565	\$49,898	\$58,231
3307	Animal Control Assistant	12	\$35,244	\$42,309	\$49,375
<b>4100</b>	<b>Parks and Recreation</b>				
4105	Parks Worker, Senior	21	\$41,565	\$49,898	\$58,231
4107	Parks Worker	6	\$31,573	\$37,902	\$44,232
<b>4200</b>	<b>Library</b>				
4201	Library Director	34	\$52,750	\$63,325	\$73,901
4209	Library Assistant	2	\$29,341	\$35,223	\$41,105
4209	Library Assistant (part-time)	1	\$28,808	\$34,583	\$40,358
4209	Library Assistant (temp.)	1	\$28,808	\$34,583	\$40,358
<b>4300</b>	<b>Swimming Pool</b>				
4301	Lifeguard, Senior (seasonal)	1	\$28,808	\$34,583	\$40,358
4309	Lifeguard (seasonal)	1	\$28,808	\$34,583	\$40,358
<b>4700</b>	<b>Golf Course</b>				
4701	Golf Course Manager	34	\$52,750	\$63,325	\$73,901
4705	Golf Course Worker, Senior	21	\$41,565	\$49,898	\$58,231
4707	Golf Course Worker, Seasonal	1	\$28,808	\$34,583	\$40,358
4709	Golf Club House Attendant, Seasonal	1	\$28,808	\$34,583	\$40,358
<b>5000</b>	<b>Public Works</b>				
5104	Facilities Maintenance Manager	34	\$52,750	\$63,325	\$73,901
<b>5200</b>	<b>Street Maintenance Group</b>				
5301	Street Manager	30	\$49,020	\$58,848	\$68,676
5305	Heavy Equipment Operator	19	\$40,069	\$48,102	\$56,135
5307	Street Worker	9	\$33,358	\$40,045	\$46,733
5311	Senior Citizens Van Driver	9	\$33,358	\$40,045	\$46,733
<b>5400</b>	<b>Sanitation Group</b>				
5407	Solid Waste Handler, Senior	9	\$33,358	\$40,045	\$46,733
5411	Transfer Site Operator	9	\$33,358	\$40,045	\$46,733
<b>5500</b>	<b>Water and Wastewater Operations</b>				
5501	Treatment Plant Operator, Senior	30	\$49,020	\$58,848	\$68,676
5503	Maintenance Worker, Senior	20	\$40,810	\$48,992	\$57,173
<b>5600</b>	<b>Water and Wastewater Maintenance</b>				
5605	Maintenance Worker, Senior	20	\$40,810	\$48,992	\$57,173
5607	Maintenance Worker	9	\$33,358	\$40,045	\$46,733

**Fiscal Year 2023-2024**

**Salary/Wage Table**

<b>Salary Range</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximun</b>	<b>Salary Range</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximun</b>
1	\$28,808	\$34,583	\$40,358	41	\$59,972	\$71,995	\$84,018
2	\$29,341	\$35,223	\$41,105	42	\$61,082	\$73,327	\$85,573
3	\$29,883	\$35,874	\$41,865	43	\$62,212	\$74,684	\$87,156
4	\$30,436	\$36,538	\$42,640	44	\$63,362	\$76,065	\$88,768
5	\$30,999	\$37,214	\$43,429	45	\$64,535	\$77,473	\$90,411
6	\$31,573	\$37,902	\$44,232	46	\$65,729	\$78,906	\$92,083
7	\$32,157	\$38,604	\$45,051	47	\$66,945	\$80,366	\$93,787
8	\$32,752	\$39,318	\$45,884	48	\$68,183	\$81,852	\$95,522
9	\$33,358	\$40,045	\$46,733	49	\$69,444	\$83,367	\$97,289
10	\$33,975	\$40,786	\$47,597	50	\$70,729	\$84,909	\$99,089
11	\$34,603	\$41,541	\$48,478	51	\$72,038	\$86,480	\$100,922
12	\$35,244	\$42,309	\$49,375	52	\$73,370	\$88,080	\$102,789
13	\$35,896	\$43,092	\$50,288	53	\$74,728	\$89,709	\$104,690
14	\$36,560	\$43,889	\$51,219	54	\$76,110	\$91,369	\$106,627
15	\$37,236	\$44,701	\$52,166	55	\$77,518	\$93,059	\$108,600
16	\$37,925	\$45,528	\$53,131	56	\$78,952	\$94,781	\$110,609
17	\$38,626	\$46,370	\$54,114	57	\$80,413	\$96,534	\$112,655
18	\$39,341	\$47,228	\$55,115	58	\$81,901	\$98,320	\$114,739
19	\$40,069	\$48,102	\$56,135	59	\$83,416	\$100,139	\$116,862
20	\$40,810	\$48,992	\$57,173	60	\$84,959	\$101,991	\$119,024
21	\$41,565	\$49,898	\$58,231	61	\$86,531	\$103,878	\$121,226
22	\$42,334	\$50,821	\$59,308	62	\$88,131	\$105,800	\$123,469
23	\$43,117	\$51,761	\$60,405	63	\$89,762	\$107,757	\$125,753
24	\$43,915	\$52,719	\$61,523	64	\$91,422	\$109,751	\$128,079
25	\$44,727	\$53,694	\$62,661	65	\$93,114	\$111,781	\$130,449
26	\$45,555	\$54,688	\$63,820	66	\$94,836	\$113,849	\$132,862
27	\$46,397	\$55,699	\$65,001	67	\$96,591	\$115,955	\$135,320
28	\$47,256	\$56,730	\$66,204	68	\$98,378	\$118,101	\$137,823
29	\$48,130	\$57,779	\$67,428	69	\$100,198	\$120,285	\$140,373
30	\$49,020	\$58,848	\$68,676	70	\$102,051	\$122,511	\$142,970
31	\$49,927	\$59,937	\$69,946	71	\$103,939	\$124,777	\$145,615
32	\$50,851	\$61,046	\$71,240	72	\$105,862	\$127,086	\$148,309
33	\$51,792	\$62,175	\$72,558	73	\$107,821	\$129,437	\$151,053
34	\$52,750	\$63,325	\$73,901	74	\$109,815	\$131,831	\$153,847
35	\$53,726	\$64,497	\$75,268	75	\$111,847	\$134,270	\$156,693
36	\$54,720	\$65,690	\$76,660	76	\$113,916	\$136,754	\$159,592
37	\$55,732	\$66,905	\$78,078	77	\$116,024	\$139,284	\$162,544
38	\$56,763	\$68,143	\$79,523	78	\$118,170	\$141,861	\$165,551
39	\$57,813	\$69,404	\$80,994	79	\$120,356	\$144,485	\$168,614
40	\$58,883	\$70,688	\$82,492	80	\$122,583	\$147,158	\$171,734

Updated 2002 table starting with new minimum wage effective 1/23 = \$13.85