



MEMBERS OF THE PUBLIC MAY ATTEND VIA ZOOM BY CLICKING ON THE FOLLOWING LINK:
<https://us06web.zoom.us/j/86868663766?pwd=V3lHY3ZOZzVqU2ZlaG1kMmx3bzRPZz09> OR BY
CALLING 1-669-900-6833 (OR 1-346-248-7799) AND ENTERING MEETING ID NUMBER 868 6866 3766 FOLLOWED BY PASSCODE 465774.

MEMBERS OF THE PUBLIC CAN ALSO LISTEN TO THE MEETING BY LOGGING ONTO THE CITY'S WEBSITE USING THIS LINK: http://www.winslowaz.gov/government/agendas_and_minutes/index.php

**AGENDA
NOTICE OF REGULAR MEETING
OF THE WINSLOW CITY COUNCIL**

**MAY 14, 2024 – 6:30 P.M.
DOORS OPEN AT 6:00 P.M.**

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the City Council of the City of Winslow, Arizona and to the general public that the Winslow City Council will hold a regular meeting on Tuesday, May 14, 2024 at 6:30 p.m. in the main hall of the Winslow Visitor's Center, 523 West Second Street, Winslow, Arizona. Members of the City Council will attend either in person or via Zoom. The public may be asked to temporarily relocate if an executive session occurs and will be invited back in when the City Council returns from executive session.

- 1. PLEDGE OF ALLEGIANCE**
- 2. INVOCATION/MOMENT OF SILENCE** *The Invocation may be offered by a person of any religion, faith, belief or non-belief, as well as by councilmembers or staff. Interested persons should contact the Clerk for further information.*
- 3. ROLL CALL - EXCUSE ABSENT MEMBERS**
- 4. CALL TO THE PUBLIC (see description and limitations section below)**
Those wishing to address the City Council need not request permission in advance. Public comments are limited to matters within the legal authority and jurisdiction of the City. Speakers shall state their name before speaking, and comments shall be limited to three minutes. Citizens are expected to address the Council with civility rather than personal attacks upon the Mayor & Council, staff, personnel or other persons in attendance or absent. The City Council may not address or discuss the comment other than to 1) direct the matter to staff for follow up; 2) place the matter on a future agenda for discussion; or 3) respond to criticism at the end of Call to the Public.
- 5. MAYOR AND COUNCILMEMBERS REPORTS**
 - A. Current Events and Announcements
 - B. Future Agenda Items

6. SCHEDULED PRESENTATIONS AND PROCLAMATIONS

- A. Proclamation – Recognizing May 5, 2024 as Missing & Murdered Indigenous Women & Relatives Awareness Day
- B. Proclamation – Proclaiming May 6 – 12, 2024 as National Nurses Week
- C. Proclamation – Proclaiming May 13 – 19, 2024 as Local Media Week
- D. Proclamation – Proclaiming May 13 – 17, 2024 as National Police Week
- E. APS Update on Recent Outages and Fire Mitigation Program

7. STATUS REPORTS

- A. Verbal Status Report on Current City Activities by City Manager Which May Include General Plan Open House, School to Work Program and ADOT Meeting Update
- B. Quarterly Report by Police Chief Which May Include Highlights from Divisions within the Police Department, Statistics and Community Engagements
- C. Quarterly Report from Farmers Market Manager Which May Include Weekly Statistics and Upcoming Schedule

8. CONSENT CALENDAR – The following items on the Consent Calendar will be acted on by one vote unless members of the Council, staff request the item to be discussed and/or removed from the Consent Calendar for separate action.

- A. Discussion and/or Action to Approve the Check Register (Margaret Dyer)
- B. Discussion and/or Action to Approve Minutes of the City Council Executive Session of April 9, 2024, City Council Regular Meeting of April 23, 2024 and City Council Work Session of May 2, 2024 (Suzy Wetzel)
- C. Discussion and/or Action to Approve the Liquor License Application Series #12 (Restaurant) for Chang Thai located at 1 Transcon Lane (Suzy Wetzel)
- D. Discussion and/or Action to Approve the Liquor License Application Series #9 (Liquor Store) for Winslow Truck Stop located at 2202 North Park Drive (Suzy Wetzel)
- E. Discussion and/or Action to Approve License Agreement Between City and Cellular One of North East Arizona, a Division of Smith Bagley, Inc. for Installation, Maintenance and Operation of Communication Equipment (Franklin Caldwell)

9. COUNCIL CONSIDERATION AND POSSIBLE ACTION

- A. Discussion and/or Action to Approve Notice of Intent for Proposed New and Increased Rates, Fees and Charges (Margaret Dyer)
- B. Discussion and/or Action Regarding Sanitation Fund, Residential Solid Waste and Recycling Service (David Coolidge)

- C. Discussion and/or Action to Approve City of Winslow Policy and Procedures Related to Unattended Property and Homeless Encampments (Trish Stuhan)
- D. Discussion and/or Action to Approve Ordinance No. 1411 Amending Title 12 of the Municipal Code by Adding Section 12.10 Related to Regulations Addressing Camping on Public Property (Trish Stuhan)
- E. Discussion and/or Action to Approve Memorandum of Agreement Between the State of New Mexico Environment Department, State of Oklahoma Department of Environmental Quality, City of Kingman, Arizona and City of Winslow, Arizona Related to the Formation of a Coalition to Facilitate the Development of Clean Transportation Fueling Stations to Establish a Sustainable Freight Transportation Corridor along the I-40, Authorize the Mayor to Execute the Agreement in the Final Legal Form Approved by the City Attorney and Authorization for the Mayor, City Manager and City Attorney to Proceed with the Climate Pollution Reduction Grants (CPRG) Application for the Coalition and Negotiate an Intergovernmental Agreement (IGA) Governing Funding if the Coalition is Awarded CPRG Funds (Trish Stuhan)

10. MOTION TO MOVE INTO EXECUTIVE SESSION

11. EXECUTIVE SESSION

- A. Under authority of A.R.S. § 38-431.03(A)(3), A(4) and (A)(7), the City Council may hold an executive session for discussion or consultation for legal advice with the City Attorney and to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property and terms of development agreements that are the subject of negotiations, all related to the potential development of approximately 1200 acres of City-owned real property located west of State Route 87 and south of Airport Road including discussion regarding draft purchase and sale agreement with Atlas Global Development LLC

12. DISCUSSION AND/OR ACTION REGARDING ABOVE EXECUTIVE SESSION ITEM

13. ADJOURNMENT

The City Council reserves the right to move into executive session for legal advice under authority of A.R.S. 38-431.03(A)(3) on any of the above agenda items. A copy of the agenda background materials already made available to the City Council is available at City Hall, 21 Williamson Avenue, Winslow, Arizona between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday and at the Winslow Public Library, 420 West Gilmore, Winslow, Arizona during regular library hours.

Pursuant to the Americans with Disabilities Act (ADA) the City Council endeavors to ensure the accessibility of its meetings to all persons with disabilities. Assistive listening devices are available for the public's use for meetings. Reasonable accommodations will be made upon request for persons with disabilities or for those who speak English other than very well. If you need an accommodation for a meeting, please call the City Clerk's Office at 928-289-1416 TDD # 928-289-4784 at least 48 hours prior to the meeting so that an accommodation can be arranged.

Notice is hereby given that pursuant to A.R.S. 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. 1-602.A.9 have been waived.

—Office of the Mayor—



Proclamation

**A PROCLAMATION OF THE MAYOR AND COUNCIL
OF THE CITY OF WINSLOW, ARIZONA
RECOGNIZING MAY 5, 2024 AS
MISSING AND MURDERED INDIGENOUS
WOMEN AND RELATIVES AWARENESS DAY
IN THE CITY OF WINSLOW**

WHEREAS, for generations, Indigenous persons, including American Indians, Alaska Natives and Native Hawaiians, have been forced to mourn a missing or murdered loved one without the answers and support they deserve; and

WHEREAS, there is not a comprehensive estimate of Indigenous women who are missing and murdered in the United States, but many factors contribute to this crisis, such as fear, stigma, legal barriers, racism, sexism and the devastating levels of violence in the U.S.; and

WHEREAS, nearly half of all Native American women in the United States have been raped, beaten or stalked by an intimate partner; they are 2.5 times more likely to experience sexual assault; one in three will be raped in her lifetime; and on some reservations, women are murdered at a rate 10 times higher than the national average; and

WHEREAS, in 2020, Savanna's Act and the Not Invisible Act were signed into Federal law to address a lack of data and to improve law enforcement coordination to address the number of missing and murdered indigenous women; and

WHEREAS, the City of Winslow is committed to commemorating the lives of missing and murdered indigenous people whose cases are documented and undocumented in public records and the media and demonstrate solidarity with the families of victims in light of those tragedies; and recognizes there is more work to be done to address this nationwide crisis.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council hereby proclaims May 5, 2024, as **MISSING AND MURDERED INDIGENOUS WOMEN AND RELATIVES AWARENESS DAY** in the City of Winslow.

DATED this 14th day of May, 2024.

Mayor

ITEM 6A

—Office of the Mayor—



Proclamation

**A PROCLAMATION OF THE MAYOR & COUNCIL
OF THE CITY OF WINSLOW, ARIZONA
PROCLAIMING MAY 6 - 12, 2024
AS NATIONAL NURSES WEEK**

WHEREAS, in 1982, the United States President, Ronald Reagan, proclaimed May 6th "National Recognition Day for Nurses" and later expanded the recognition to May 6th through May 12th as "Nurses Week", culminating on May 12th - the birthday of Florence Nightingale; and

WHEREAS, National Nurses Week is a time to raise awareness of the important role nurses play in society; and

WHEREAS, nursing is a profession within the health care sector focused on the care of individuals, families and communities so they may attain, maintain or recover optimal health and quality of life; and

WHEREAS, the depth and breadth of the registered nursing profession meet the different and emerging health care needs of the American population in a wide range setting; and

WHEREAS, we acknowledge such goals are not achieved without a high degree of personal sacrifice, both mental and physical and the residents of the City of Winslow recognize the quality service rendered to all; and

WHEREAS, we take this moment to embrace the essence of this year's theme, "Nurses Make the Difference" to honor the varying roles of nurses and their positive impact on our lives.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council do hereby proclaim May 6 - 12, 2024, as **National Nurses Week** in Winslow and urge all citizens to show their support to these dedicated professionals.

DATED this 14th day of May, 2024.

Mayor

ITEM 6B

—Office of the Mayor—



Proclamation

A PROCLAMATION OF THE MAYOR & COUNCIL
OF THE CITY OF WINSLOW, ARIZONA
PROCLAIMING MAY 13 - 19, 2024
AS LOCAL MEDIA WEEK

WHEREAS, local media is vital to the fabric of our democracy, providing critical news and information to the citizens of Winslow, fostering transparency and accountability in governance; and

WHEREAS, these media outlets serve as a cornerstone of community engagement, offering a platform for discourse and a voice to the diverse perspectives within our town; and

WHEREAS, local journalists and media workers dedicate themselves to delivering accurate and timely information, contributing to an informed citizenry; and

WHEREAS, the preservation and encouragement of local media is essential to the cultural and civic health of Winslow, as these entities record the history and celebrate the stories that define our community; and

WHEREAS, it is appropriate to recognize and celebrate the contributions of local media to our community's well-being and to encourage residents to engage with and support these vital institutions.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council do hereby proclaim May 13 - 19, 2024, as **Local Media Week** in Winslow and call upon all citizens to recognize the essential role that local media plays in our lives.

DATED this 14th day of May, 2024.

Mayor

ITEM bC

— Office of the Mayor —



Proclamation

A PROCLAMATION OF THE MAYOR & COUNCIL
OF THE CITY OF WINSLOW, ARIZONA
DECLARING MAY 13 - 17, 2024,
AS NATIONAL POLICE WEEK

WHEREAS, In 1962, President John F. Kennedy signed a proclamation which designated May 15 as Peace Officers Memorial Day and the week in which that date falls as Police Week, to honor the service and sacrifice of those police officers killed in the line of duty while protecting our communities; and

WHEREAS, as a Nation, we rely on law enforcement officers to keep our neighborhoods safe, enforce our laws and respond in times of crisis; and

WHEREAS, the members of the Winslow Police Department play an essential role in safeguarding the rights and freedoms of the citizens of our community and provide a vital public service.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council do hereby proclaim May 13 - 17, 2024 as **National Police Week** in the City of Winslow and urge all residents to show their support to these law enforcement officers, past and present who have rendered a dedicated service to their communities.

BE IT FURTHER RESOLVED, that the Mayor and City Council do hereby proclaim May 15, 2024 at **National Peace Officer's Memorial Day** in honor of those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of their duty.

DATED this 14th day of May 2024.

Mayor

ITEM 612

CITY OF WINSLOW
Check Register
All Bank Accounts - 04/21/2024 to 05/10/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
ADVANCED INFO SYSTEMS	108332	16450	05/09/2024	05/09/2024	380.30	APR 2024 UTILITY BILLS	03922.001.20.2039 - other prof service	
ADVANCED INFO SYSTEMS	108332	16450	05/09/2024	05/09/2024	380.30	APR 2024 UTILITY BILLS	04921.001.20.2039 - other prof service	
ADVANCED INFO SYSTEMS	108332	16450	05/09/2024	05/09/2024	380.31	APR 2024 UTILITY BILLS	05929.001.20.2039 - other prof service	
					<u>\$1,140.91</u>			
					\$1,140.91			
AETNA LIFE INSURANCE COMPAN	EFT	04012024	05/09/2024	05/09/2024	3,147.15	Aetna Voluntary April 2024	0107073 - Payroll - Elective Benefits	
					<u>\$3,147.15</u>			
AFLAC	108293	810284	05/03/2024	05/03/2024	1,408.66	HR/EMP DED 04/25/24	0107073 - Payroll - Elective Benefits	
					<u>\$1,408.66</u>			
ALL COPY PRODUCTS INC	108333	AR4359263	05/09/2024	05/09/2024	424.36	ANNUAL PRINTER CONNECTIVITY CHARGE FO	01850.034.23.2082 - Annual Support/W	
					<u>\$424.36</u>			
AQUAVIDA	108264	AVA4224	04/25/2024	04/25/2024	77,780.00	POOL RENOVATIONS PER AGREEMENT	13001.001.80.4104 - Capital - General	009
AQUAVIDA	108334	AV5724	05/09/2024	05/09/2024	77,768.00	POOL RENOVATIONS PER AGREEMENT	13001.001.80.4104 - Capital - General	009
					<u>\$155,548.00</u>			
ARIZONA 811-BLUE STAKE INC	108294	2024-AA0152	05/03/2024	05/03/2024	151.67	ANNUAL ASSESSMENT 2024	03922.001.20.2039 - other prof service	
ARIZONA 811-BLUE STAKE INC	108294	2024-AA0152	05/03/2024	05/03/2024	151.68	ANNUAL ASSESSMENT 2024	05929.001.20.2039 - other prof service	
					<u>\$303.35</u>			
					\$303.35			
ARIZONA STATE RETIREMENT SY	ACH	PR050524-221	05/09/2024	05/09/2024	57.66	Arizona State Retirement Misc	0107065 - Payroll - AZ State Retirement	
ARIZONA STATE RETIREMENT SY	ACH	PR050524-221	05/09/2024	05/09/2024	552.04	Arizona State Retirement LTD	0107065 - Payroll - AZ State Retirement	
ARIZONA STATE RETIREMENT SY	ACH	PR050524-221	05/09/2024	05/09/2024	1,717.42	Arizona State Retirement OT	0107065 - Payroll - AZ State Retirement	
ARIZONA STATE RETIREMENT SY	ACH	PR050524-221	05/09/2024	05/09/2024	42,895.54	Arizona State Retirement	0107065 - Payroll - AZ State Retirement	
					<u>\$45,222.66</u>			
ARIZONA STATE RETIREMENT SY	EFT	PR042124-221	04/25/2024	04/25/2024	60.06	Arizona State Retirement Misc	0107065 - Payroll - AZ State Retirement	
ARIZONA STATE RETIREMENT SY	EFT	PR042124-221	04/25/2024	04/25/2024	551.86	Arizona State Retirement LTD	0107065 - Payroll - AZ State Retirement	
ARIZONA STATE RETIREMENT SY	EFT	PR042124-221	04/25/2024	04/25/2024	1,482.54	Arizona State Retirement OT	0107065 - Payroll - AZ State Retirement	
ARIZONA STATE RETIREMENT SY	EFT	PR042124-221	04/25/2024	04/25/2024	43,114.58	Arizona State Retirement	0107065 - Payroll - AZ State Retirement	
					<u>\$45,209.04</u>			
					\$90,431.70			
ARIZONA STATE RETIREMENT SY	ACH	PR050524-6124	05/09/2024	05/09/2024	116.81	Arizona State Retirement ACR	0107065 - Payroll - AZ State Retirement	
ARIZONA STATE RETIREMENT SY	EFT	PR042124-6124	04/25/2024	04/25/2024	116.81	Arizona State Retirement ACR	0107065 - Payroll - AZ State Retirement	
					<u>\$233.62</u>			
AT&T MOBILITY	108295	287.15854360X0	05/03/2024	05/03/2024	44.66	CITY WIDE CELL PHONES 03/19/24 - 04/18/24	12940.065.21.2050 - utilities	
AT&T MOBILITY	108295	287.15854360X0	05/03/2024	05/03/2024	49.72	CITY WIDE CELL PHONES 03/19/24 - 04/18/24	21836.001.21.2050 - utilities	
AT&T MOBILITY	108295	287.15854360X0	05/03/2024	05/03/2024	89.32	CITY WIDE CELL PHONES 03/19/24 - 04/18/24	07871.018.21.2050 - utilities	
AT&T MOBILITY	108295	287.15854360X0	05/03/2024	05/03/2024	133.98	CITY WIDE CELL PHONES 03/19/24 - 04/18/24	21835.401.21.2050 - utilities	
AT&T MOBILITY	108295	287.15854360X0	05/03/2024	05/03/2024	267.96	CITY WIDE CELL PHONES 03/19/24 - 04/18/24	07871.055.21.2050 - utilities	
AT&T MOBILITY	108295	287.15854360X0	05/03/2024	05/03/2024	327.80	CITY WIDE CELL PHONES 03/19/24 - 04/18/24	03922.001.21.2050 - utilities	
AT&T MOBILITY	108295	287.15854360X0	05/03/2024	05/03/2024	357.28	CITY WIDE CELL PHONES 03/19/24 - 04/18/24	05929.001.21.2050 - utilities	
AT&T MOBILITY	108295	287.15854360X0	05/03/2024	05/03/2024	4,978.91	CITY WIDE CELL PHONES 03/19/24 - 04/18/24	01888.044.21.2060 - Phone/Internet	
					<u>\$6,249.63</u>			
					\$6,249.63			
AZ Buildings 2 Go LLC DBA Gracela	108335	INV161411	05/09/2024	05/09/2024	699.33	SALES TAX	13001.001.80.4104 - Capital - General	
AZ Buildings 2 Go LLC DBA Gracela	108335	INV161411	05/09/2024	05/09/2024	7,416.00	10 X 16 LOFTED SHED	13001.001.80.4104 - Capital - General	
					<u>\$8,115.33</u>			
					\$8,115.33			

ITEM 8A

CITY OF WINSLOW
Check Register
All Bank Accounts - 04/21/2024 to 05/10/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
AZ DEPARTMENT OF REVENUE	ACH	PR050524-5765	05/09/2024	05/09/2024	7,854.09	State Income Tax	0107061 - Payroll - State Withholding	
AZ DEPARTMENT OF REVENUE	EFT	PR042124-5765	04/25/2024	04/25/2024	6,646.73	State Income Tax	0107061 - Payroll - State Withholding	
					\$14,500.82			
AZ DEPT. OF ECONOMIC SECURI	ACH	PR050524-21	05/09/2024	05/09/2024	538.56	Child Support AZ1	0107025 - Payable - ChildSupport/Gam	
AZ DEPT. OF ECONOMIC SECURI	EFT	PR042124-21	04/25/2024	04/25/2024	782.27	Child Support AZ1	0107025 - Payable - ChildSupport/Gam	
					\$1,320.83			
AZ STATE PRISON-WINSLOW	108265	W015677240412	04/25/2024	04/25/2024	65.50	WINSLOW INMATE LABOR 03/23/24 - 04/05/24	01825.001.20.2040 - non-professional	
AZ STATE PRISON-WINSLOW	108296	W015720240419	05/03/2024	05/03/2024	103.50	WINSLOW INMATE LABOR 04/06/24 - 04/19/24	01825.001.20.2040 - non-professional	
AZ STATE PRISON-WINSLOW	108336	WWINS0424	05/09/2024	05/09/2024	149.34	WINSLOW INMATE LABOR MILEAGE 04/01/24 - 0	01825.032.20.2040 - Non professional	
					\$318.34			
BARTON ARCHITECTURE, PLLC	108337	21-017-04	05/09/2024	05/09/2024	13,760.00	WINSLOW PUBLIC LIBRARY PERMIT/BIDDING/C	13001.001.80.4100 - Capital - Building I	
BARTON ARCHITECTURE, PLLC	108337	21-017-05	05/09/2024	05/09/2024	3,942.00	WINSLOW PUBLIC LIBRARY - CONSTRUCTION A	21855.001.80.4100 - Capital - buildings	
					\$17,702.00			
					\$17,702.00			
BELL RECYCLERS	108297	7570	05/03/2024	05/03/2024	39.54	NITROGEN - HVAC WELDING SUPPLIES	01830.022.20.2039 - other prof.service	
					\$39.54			
BLUE COYOTE SIGNS LLC	108266	3332	04/25/2024	04/25/2024	768.95	SPLASH PAD/PICKLEBALL COURT SIGNAGE	13001.001.80.4104 - Capital - General	010
BLUE COYOTE SIGNS LLC	108266	3334	04/25/2024	04/25/2024	67.56	ADA SIGNAGE FOR AIRPORT RESTAURANT	02900.001.80.4100 - Land & Buildings	035
					\$836.51			
BLUE COYOTE SIGNS LLC	108338	3294	05/09/2024	05/09/2024	1,100.70	POOL SIGNS & 1ST ST PARKING SIGNS	13001.001.80.4104 - Capital - General	009
BLUE COYOTE SIGNS LLC	108338	3355	05/09/2024	05/09/2024	76.90	HANDICAPPED PARKING SIGN	13001.001.80.4100 - Capital - Building I	
					\$1,177.60			
					\$2,014.11			
C & S ENGINEERS, INC.	108298	01122427	05/03/2024	05/03/2024	31,577.20	RWY 11-29 PAVEMENT RECON 03/09/24 - 04/05/2	02900.001.80.4500 - Airport Improvem	
C & S ENGINEERS, INC.	108298	01122433	05/03/2024	05/03/2024	26,352.07	AIRPORT MASTER DRAINAGE PLAN 03/09/24 - 0	02900.001.80.4500 - Airport Improvem	035
					\$57,929.27			
					\$57,929.27			
CA VISIONS LLC	108339	100	05/09/2024	05/09/2024	750.00	TRIM - MATERIAL AND LABOR	02900.001.80.4100 - Land & Buildings	
					\$750.00			
CABRERA, EMILY	108299	04182024	05/03/2024	05/03/2024	65.00	TRAVEL REIMBURSEMENT 04/15/24 - 04/18/24	01850.034.25.2151 - travel/lodging/me	
					\$65.00			
CAIJAN LLC	108263	0001	04/04/2024	04/24/2024	386.25	CATERING SERVICES 03/30/24	01836.061.20.2039 - other prof.service	
					\$386.25			
CALDWELL, FRANKLIN	108300	05022024	05/03/2024	05/03/2024	520.00	PSPRS STIPEND REIMBURSEMENT	0107040 - Deposits	
					\$520.00			
CALIFORNIA STATE	ACH	PR050524-5766	05/09/2024	05/09/2024	422.66	Child Support CA1	0107025 - Payable - ChildSupport/Gam	
CALIFORNIA STATE	EFT	PR042124-5766	04/25/2024	04/25/2024	251.06	Child Support CA1	0107025 - Payable - ChildSupport/Gam	
					\$673.72			

CITY OF WINSLOW
Check Register
All Bank Accounts - 04/21/2024 to 05/10/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
CAROLYN D. OWENS	108330	APRIL 2024	05/03/2024	05/03/2024	125.00	GRANT WRITING 04/19/24	01836.061.20.2039 - other prof.service	
					\$125.00			
CASEY'S	108340	CITYWIDE APR.2	05/09/2024	05/09/2024	45.78	ITEMS PURCHASED KFWLER	13001.001.80.4104 - Capital - General	
					\$45.78			
CENTURY LINK	108341	MAY2024	05/09/2024	05/09/2024	93.93	T1 MPLS CIRCUIT 04/22/24 - 05/21/24	01850.034.20.2039 - other prof.service	
					\$93.93			
CHATWIN, SHANE	108267	655561	04/25/2024	04/25/2024	120.00	CYLINDER MASTER KEY FOR PADLOCKS	05929.001.50.3299 - other supplies	
CHATWIN, SHANE	108267	655562	04/25/2024	04/25/2024	100.00	CYLINDER MASTER KEY FOR 2 EXTERIOR DOO	01830.022.20.2039 - other prof.service	
					\$220.00			
					\$220.00			
CINTAS	108268	4189547108	04/25/2024	04/25/2024	70.68	UNIFORMS - 04/15/24	12940.065.50.3084 - uniforms/related it	
CINTAS	108268	4189547108	04/25/2024	04/25/2024	142.92	UNIFORMS - 04/15/24	03922.001.50.3084 - uniforms & related	
CINTAS	108268	4189547108	04/25/2024	04/25/2024	153.42	UNIFORMS - 04/15/24	05929.001.50.3084 - uniforms & related	
CINTAS	108268	4189547108	04/25/2024	04/25/2024	196.71	UNIFORMS - 04/15/24	04921.001.50.3084 - uniforms & related	
CINTAS	108268	4189547177	04/25/2024	04/25/2024	52.28	UNIFORMS - 04/15/24	07871.018.50.3084 - uniforms/related it	
CINTAS	108268	4189547177	04/25/2024	04/25/2024	140.75	UNIFORMS - 04/15/24	07871.055.50.3084 - uniforms/related it	
CINTAS	108268	4189547177	04/25/2024	04/25/2024	168.68	UNIFORMS - 04/15/24	01825.001.50.3084 - uniforms & related	
CINTAS	108268	4189547177	04/25/2024	04/25/2024	407.19	UNIFORMS - 04/15/24	01830.022.50.3084 - uniforms & related	
CINTAS	108268	4190321628	04/25/2024	04/25/2024	25.40	UNIFORMS - 04/22/24	04921.001.50.3084 - uniforms & related	
CINTAS	108268	4190321628	04/25/2024	04/25/2024	68.85	UNIFORMS - 04/22/24	12940.065.50.3084 - uniforms/related it	
CINTAS	108268	4190321628	04/25/2024	04/25/2024	137.45	UNIFORMS - 04/22/24	03922.001.50.3084 - uniforms & related	
CINTAS	108268	4190321628	04/25/2024	04/25/2024	147.95	UNIFORMS - 04/22/24	05929.001.50.3084 - uniforms & related	
CINTAS	108268	4190321641	04/25/2024	04/25/2024	52.28	UNIFORMS - 04/22/24	07871.018.50.3084 - uniforms/related it	
CINTAS	108268	4190321641	04/25/2024	04/25/2024	75.47	UNIFORMS - 04/22/24	01830.022.50.3084 - uniforms & related	
CINTAS	108268	4190321641	04/25/2024	04/25/2024	120.77	UNIFORMS - 04/22/24	07871.055.50.3084 - uniforms/related it	
CINTAS	108268	4190321641	04/25/2024	04/25/2024	160.39	UNIFORMS - 04/22/24	01825.001.50.3084 - uniforms & related	
					\$2,121.19			
					\$2,121.19			
CITY OF WINSLOW	108269	16154006 M MO	04/25/2024	04/25/2024	366.96	UTILITY ASSISTANCE 16154006	2107306 - Utility Assistance ARPA Fun	
CITY OF WINSLOW	108301	1001428 JAMES	05/03/2024	05/03/2024	738.36	UTILITY ASSISTANCE 05/01/24	2107306 - Utility Assistance ARPA Fun	
CITY OF WINSLOW	108301	1001451 LOLMA	05/03/2024	05/03/2024	86.27	UTILITY ASSISTANCE 05/02/24	2107306 - Utility Assistance ARPA Fun	
CITY OF WINSLOW	108301	1001506 TORRE	05/03/2024	05/03/2024	721.76	UTILITY ASSISTANCE 05/01/24	2107306 - Utility Assistance ARPA Fun	
CITY OF WINSLOW	108301	2324100 GUZMA	05/03/2024	05/03/2024	857.94	UTILITY ASSISTANCE 05/01/24	2107306 - Utility Assistance ARPA Fun	
CITY OF WINSLOW	108301	9278001 BENALL	05/03/2024	05/03/2024	127.60	UTILITY ASSISTANCE 05/02/24	2107306 - Utility Assistance ARPA Fun	
					\$2,531.93			
CITY OF WINSLOW	108342	13282005 WAUN	05/09/2024	05/09/2024	197.02	UTILITY ASSISTANCE 05/07/24	2107306 - Utility Assistance ARPA Fun	
CITY OF WINSLOW	108342	5498001	05/09/2024	05/09/2024	122.33	UTILITY ASSISTANCE 05/07/24	2107306 - Utility Assistance ARPA Fun	
					\$319.35			
					\$3,218.24			
COLONIAL	ACH	PR040724-53	04/11/2024	04/29/2024	17.33	Colonial Post Tax	0107073 - Payroll - Elective Benefits	
COLONIAL	ACH	PR042124-53	04/25/2024	04/29/2024	17.33	Colonial Post Tax	0107073 - Payroll - Elective Benefits	
					\$34.66			
					\$34.66			
CONATSER, TAYLOR	108302	042524-TC	05/03/2024	05/03/2024	500.00	DISPATCH POST-TRAINING BONUS	01850.001.01.1001 - salaries	
					\$500.00			

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CORDIER, KERRY LYNN	108303	Refund: 1430200	05/02/2024	05/03/2024	59.44	Refund: 14302009 - CORDIER, KERRY LYNN	0306043 - Accounts Receivable	
					\$59.44			
CUNNINGHAM, ALANAH	108271	04/16/24	04/25/2024	04/25/2024	50.00	GSH DEPOSIT REFUND 04/14/24	0107040 - Deposits	
					\$50.00			
CXTEC	108304	7225646	05/03/2024	05/03/2024	408.24	UPDATED REPLACEMENT PHONES	01888.044.21.2060 - Phone/Internet	
					\$408.24			
DALTON MOTORS AUTOBODY	108343	6237	05/09/2024	05/09/2024	164.20	VEHICLE TOWED FOR WINSLOW POLICE DEPT	01850.034.20.2038 - vehicle impound e	
					\$164.20			
DECKER CHIROPRACTIC, P.C.	108272	CW2405	04/25/2024	04/25/2024	110.00	CDL Medical Exam	01811.001.20.2006 - medical services	
DECKER CHIROPRACTIC, P.C.	108305	CW2404	05/03/2024	05/03/2024	30.00	CD/ MEDICAL EXAM 02/22/24	01811.001.20.2006 - medical services	
DECKER CHIROPRACTIC, P.C.	108305	CW2406	05/03/2024	05/03/2024	30.00	CD/ MEDICAL EXAM 04/29/24	01811.001.20.2006 - medical services	
					\$60.00			
DECKER CHIROPRACTIC, P.C.	108344	CW2407	05/09/2024	05/09/2024	110.00	CDL Medical Exam	01811.001.20.2006 - medical services	
					\$280.00			
EXTERMINATING SPECIALIST	108306	43024	05/03/2024	05/03/2024	75.00	EXTERMINATING SERVICES - APR.24	03922.001.20.2039 - other prof service	
EXTERMINATING SPECIALIST	108306	43024	05/03/2024	05/03/2024	79.00	EXTERMINATING SERVICES - APR.24	01850.125.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	108306	43024	05/03/2024	05/03/2024	93.00	EXTERMINATING SERVICES - APR.24	01819.001.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	108306	43024	05/03/2024	05/03/2024	146.00	EXTERMINATING SERVICES - APR.24	01850.034.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	108306	43024	05/03/2024	05/03/2024	158.00	EXTERMINATING SERVICES - APR.24	05929.001.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	108306	43024	05/03/2024	05/03/2024	165.00	EXTERMINATING SERVICES - APR.24	01860.001.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	108306	43024	05/03/2024	05/03/2024	214.00	EXTERMINATING SERVICES - APR.24	01830.022.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	108306	43024	05/03/2024	05/03/2024	359.00	EXTERMINATING SERVICES - APR.24	01825.001.20.2039 - other prof. service	
					\$1,289.00			
					\$1,289.00			
FESTER & CHAPMAN PLLC	108307	19430	05/01/2024	05/03/2024	8,500.00	PROFESSIONAL SERVICES JUNE 2023	0407304 - Landfill Closure Costs Payab	
					\$8,500.00			
FIREMEN'S RELIEF & PENSION	108308	04212024	05/03/2024	05/03/2024	152.18	HR/FD ON CALL 04/11 04/25/24	0107069 - Payroll - On Call Fire Pensio	
					\$152.18			
FITCHETT JACK	108309	04262024	05/03/2024	05/03/2024	344.00	TRAVEL REIMBURSEMENT 04/24/24 - 04/26/24	01836.061.25.2151 - travel/lodging/me	
					\$344.00			
GONZALEZ, THERESA	108273	04/16/24	04/25/2024	04/25/2024	50.00	GSH DEPOSIT REFUND 04/12/24	0107040 - Deposits	
					\$50.00			
GUTIERREZ, MELODEE	108345	5072024	05/09/2024	05/09/2024	50.00	GSH DEPOSIT REFUND 05/04/24	0107040 - Deposits	
					\$50.00			
GWR LLC	108346	FARMERS MARK	05/09/2024	05/09/2024	200.00	PORTABLE TOILETS - FARMERS MARKET	01836.061.20.2039 - other prof.service	
GWR LLC	108346	NEW CITY OFFI	05/09/2024	05/09/2024	300.00	PORTABLE TOILETS - NEW CITY OFFICE	13001.001.80.4100 - Capital - Building I	
					\$500.00			
					\$500.00			
Hakes, Wilfred	108274	615	04/25/2024	04/25/2024	21.38	RESTITUTION REFUND	0107011 - Court Fees and Fines Payab	
					\$21.38			

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HSA BANK	ACH	PR050524-5769	05/09/2024	05/09/2024	557.71	HSA EF	0107082 - Payroll- Health Savings Acct	
HSA BANK	ACH	PR050524-5769	05/09/2024	05/09/2024	716.06	HSA ES	0107082 - Payroll- Health Savings Acct	
HSA BANK	ACH	PR050524-5769	05/09/2024	05/09/2024	1,761.51	HSA EC	0107082 - Payroll- Health Savings Acct	
HSA BANK	ACH	PR050524-5769	05/09/2024	05/09/2024	1,812.68	HSA EE	0107082 - Payroll- Health Savings Acct	
					<u>\$4,847.96</u>			
HSA BANK	EFT	PR040724-5769	04/11/2024	04/24/2024	716.06	HSA ES	0107082 - Payroll- Health Savings Acct	
HSA BANK	EFT	PR040724-5769	04/11/2024	04/24/2024	880.62	HSA EF	0107082 - Payroll- Health Savings Acct	
HSA BANK	EFT	PR040724-5769	04/11/2024	04/24/2024	1,590.83	HSA EC	0107082 - Payroll- Health Savings Acct	
HSA BANK	EFT	PR040724-5769	04/11/2024	04/24/2024	1,872.00	HSA EE	0107082 - Payroll- Health Savings Acct	
HSA BANK	EFT	PR042124-5769	04/25/2024	04/25/2024	716.06	HSA ES	0107082 - Payroll- Health Savings Acct	
HSA BANK	EFT	PR042124-5769	04/25/2024	04/25/2024	880.62	HSA EF	0107082 - Payroll- Health Savings Acct	
HSA BANK	EFT	PR042124-5769	04/25/2024	04/25/2024	1,798.41	HSA EC	0107082 - Payroll- Health Savings Acct	
HSA BANK	EFT	PR042124-5769	04/25/2024	04/25/2024	3,119.72	HSA EE	0107082 - Payroll- Health Savings Acct	
					<u>\$11,574.32</u>			
					\$16,422.28			
HYDRO GEO CHEM, INC	108275	23065	04/25/2024	04/25/2024	11,252.17	LUST well monitoring	07871.055.20.2039 - other prof.service	
					<u>\$11,252.17</u>			
IML SECURITY SUPPLY	108276	4048309	04/25/2024	04/25/2024	442.23	LOCK CORES FOR WASTEWATER	05929.001.50.3299 - other supplies	
IML SECURITY SUPPLY	108276	4048391	04/25/2024	04/25/2024	442.23	LOCK CORES FOR FACILITIES	01830.022.50.3299 - other supplies	
					<u>\$884.46</u>			
					\$884.46			
INTERNAL REVENUE SERVICE	ACH	PR050524-5764	05/09/2024	05/09/2024	9,548.82	Medicare Tax	0107063 - Payroll - FICA	
INTERNAL REVENUE SERVICE	ACH	PR050524-5764	05/09/2024	05/09/2024	31,223.79	Federal Income Tax	0107060 - Payroll - Federal Withholding	
INTERNAL REVENUE SERVICE	ACH	PR050524-5764	05/09/2024	05/09/2024	36,891.00	Social Security Tax	0107063 - Payroll - FICA	
					<u>\$77,663.61</u>			
INTERNAL REVENUE SERVICE	EFT	PR042124-5764	04/25/2024	04/25/2024	8,292.32	Medicare Tax	0107063 - Payroll - FICA	
INTERNAL REVENUE SERVICE	EFT	PR042124-5764	04/25/2024	04/25/2024	17,348.26	Federal Income Tax	0107060 - Payroll - Federal Withholding	
INTERNAL REVENUE SERVICE	EFT	PR042124-5764	04/25/2024	04/25/2024	31,546.40	Social Security Tax	0107063 - Payroll - FICA	
					<u>\$57,186.98</u>			
					\$134,850.59			
JACKSON, ELLA	108347	05072024	05/09/2024	05/09/2024	50.00	GSH DEPOSIT REFUND 05/03/24	0107040 - Deposits	
					<u>\$50.00</u>			
JAMES, DANIELLE	108310	04302024	05/03/2024	05/03/2024	50.00	GSH DEPOSIT REFUND 04/26/24	0107040 - Deposits	
					<u>\$50.00</u>			
JENI MCCUTCHEON, PSY.D, PLLC	108311	2918	05/03/2024	05/03/2024	800.00	CLASSIC POST OFFICER EVALUATION-BRENNA	01850.034.20.2039 - other prof.service	
					<u>\$800.00</u>			
JOHN GRAVES PROPANE OF ARIZ	108277	450896	04/25/2024	04/25/2024	507.18	FACILITY PROPANE 04/10/24	03922.001.21.2050 - utilities	
JOHN GRAVES PROPANE OF ARIZ	108277	450896	04/25/2024	04/25/2024	507.18	FACILITY PROPANE 04/10/24	05929.001.21.2050 - utilities	
JOHN GRAVES PROPANE OF ARIZ	108277	450896	04/25/2024	04/25/2024	507.18	FACILITY PROPANE 04/10/24	12940.065.21.2050 - utilities	
					<u>\$1,521.54</u>			
JOHN GRAVES PROPANE OF ARIZ	108312	449332	05/03/2024	05/03/2024	240.19	PROPANE-FACILITY 02/28/24	03922.001.21.2050 - utilities	
JOHN GRAVES PROPANE OF ARIZ	108312	449332	05/03/2024	05/03/2024	240.19	PROPANE-FACILITY 02/28/24	05929.001.21.2050 - utilities	
JOHN GRAVES PROPANE OF ARIZ	108312	449332	05/03/2024	05/03/2024	240.19	PROPANE-FACILITY 02/28/24	12940.065.21.2050 - utilities	
					<u>\$720.57</u>			
					\$2,242.11			

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JOHNNY MARTINEZ PLUMBING	108313	139017	05/03/2024	05/03/2024	274.58	MOVE WATER TANK	02900.001.80.4100 - Land & Buildings	
JOHNNY MARTINEZ PLUMBING	108348	138997	05/09/2024	05/09/2024	8,064.97	CITY HALL PLUMBING	13001.001.80.4100 - Capital - Building I	030
					\$8,339.55			
JPMORGAN CHASE BANK NA	EFT	4.29.24	04/30/2024	04/30/2024	502.05	XPress Monthly Support	05929.001.20.2039 - other prof service	
JPMORGAN CHASE BANK NA	EFT	4.29.24	04/30/2024	04/30/2024	502.06	XPress Monthly Support	03922.001.20.2039 - other prof service	
JPMORGAN CHASE BANK NA	EFT	4.29.24	04/30/2024	04/30/2024	502.06	XPress Monthly Support	04921.001.20.2039 - other prof service	
JPMORGAN CHASE BANK NA	EFT	4.30.24	04/30/2024	04/30/2024	65.71	Payment Tech Fees	03922.001.20.2039 - other prof service	
JPMORGAN CHASE BANK NA	EFT	4282024	04/30/2024	04/30/2024	31.08	Software support	01810.020.23.2082 - Annual Support/W	
JPMORGAN CHASE BANK NA	EFT	4282024	04/30/2024	04/30/2024	31.09	Software support	03922.001.23.2082 - Annual Support/W	
JPMORGAN CHASE BANK NA	EFT	4282024	04/30/2024	04/30/2024	31.09	Software support	04921.001.23.2082 - Annual Support/W	
JPMORGAN CHASE BANK NA	EFT	4282024	04/30/2024	04/30/2024	31.09	software support	05929.001.23.2082 - Annual Support/W	
JPMORGAN CHASE BANK NA	EFT	4282024	04/30/2024	04/30/2024	31.09	software support	07871.055.23.2082 - Annual Support/W	
JPMORGAN CHASE BANK NA	EFT	4292024	04/30/2024	04/30/2024	73.92	Payment Tech Fees	01825.001.20.2039 - other prof. service	
JPMORGAN CHASE BANK NA	EFT	43024	04/30/2024	04/30/2024	188.16	Payment Tech Fees	04921.001.20.2039 - other prof service	
					\$1,989.40			
					\$1,989.40			
KINLACHEENY, GABRIELLE	108349	05072024	05/09/2024	05/09/2024	50.00	GSH DEPOSIT REFUND 05/05/24	0107040 - Deposits	
					\$50.00			
LASHOMB, LAURIE	108314	03292024	05/03/2024	05/03/2024	279.69	TRAVEL REIMBURSEMENT 03/28/24 - 03/29/24	01836.061.25.2151 - travel/lodging/me	
LASHOMB, LAURIE	108314	04262024	05/03/2024	05/03/2024	233.18	TRAVEL REIMBURSEMENT 04/25/24 - 04/26/24	01836.061.25.2151 - travel/lodging/me	
LASHOMB, LAURIE	108314	05032024	05/03/2024	05/03/2024	401.49	TRAVEL REIMBURSEMENT 05/02/24 - 05/03/24	01836.061.25.2151 - travel/lodging/me	
LASHOMB, LAURIE	108314	2	05/03/2024	05/03/2024	500.00	COSIGNMENT PRODUCE ADVANCE FUNDS	01836.061.50.3299 - other supplies	
LASHOMB, LAURIE	108314	3	05/03/2024	05/03/2024	95.90	COSIGNMENT PRODUCE 04/27/24 FARMERS MA	01836.061.20.2039 - other prof.service	
					\$1,510.26			
LASHOMB, LAURIE	108350	1 - 05/03/24	05/09/2024	05/09/2024	239.01	FOOD ITEMS PURCHASED 05/03/24	01801.001.50.3299 - other supplies	
					\$1,749.27			
LEGAL SHIELD	108331	04152024	05/03/2024	05/06/2024	635.00	LEGALSHIELD 04152024	0107073 - Payroll - Elective Benefits	
					\$635.00			
LEWIS, JONELL	108351	04/23/24	04/25/2024	05/09/2024	50.00	GSH DEPOSIT REFUND 04/19/24	0107040 - Deposits	
					\$50.00			
LEWIS-TSINIJJINNIE, JOANNE	108316	04302024	05/03/2024	05/03/2024	50.00	GSH DEPOSIT REFUND 04/30/24	0107040 - Deposits	
					\$50.00			
MADISON NATIONAL	108317	05012024	05/03/2024	05/03/2024	1,864.75	HR/EMP DED 05/01/24	0107073 - Payroll - Elective Benefits	
					\$1,864.75			
MARICOPA DATA STORAGE CENT	108352	01032024	05/09/2024	05/09/2024	63.44	OFF-SITE STORAGE MICROFILM RECORDS	01806.001.20.2039 - other prof.service	
					\$63.44			
MCCAULEY CONSTRUCTION INC	108280	M2024-30	04/25/2024	04/25/2024	178,180.00	Cemetery Expansion	13001.001.80.4100 - Capital - Building I	003
MCCAULEY CONSTRUCTION INC	108280	M2024-31	04/25/2024	04/25/2024	35,000.00	Repair / Replace Sewer Line	05929.001.80.4104 - capital - non-struc	
					\$213,180.00			
					\$213,180.00			
MERESSA, NUMKENA	108281	Refund: 1417000	04/19/2024	04/25/2024	126.04	Refund: 14170006 - MERESSA, NUMKENA	0306043 - Accounts Receivable	
					\$126.04			

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N.A.E. GENERAL CONTRACTING	108282	2013	04/25/2024	04/25/2024	9,356.00	Electrical work per email	02900.001.80.4100 - Land & Buildings	
					\$9,356.00			
NAMOKI, SHAWN	108283	04/24/2024	04/25/2024	04/25/2024	250.00	WINSLOW ARTS FESTIVAL ENTERTAINMENT	28808.800.29.2904 - city public relation	
					\$250.00			
NATASHA MOWA, LINO HART	108318	Refund: 9144010	05/03/2024	05/03/2024	119.99	Refund: 9144010 - NATASHA MOWA, LINO HART	0306043 - Accounts Receivable	
					\$119.99			
NATIONWIDE ASRS 457	ACH	PR050524-6120	05/09/2024	05/09/2024	1,430.00	Nationwide ASRS 457	0107090 - Payroll - Deferred Comp	
NATIONWIDE ASRS 457	EFT	PR042124-6120	04/25/2024	04/25/2024	1,420.00	Nationwide ASRS 457	0107090 - Payroll - Deferred Comp	
					\$2,850.00			
NATIONWIDE ASRS ROTH	ACH	PR050524-6122	05/09/2024	05/09/2024	180.00	Nationwide ASRS Roth	0107090 - Payroll - Deferred Comp	
NATIONWIDE ASRS ROTH	EFT	PR042124-6122	04/25/2024	04/25/2024	170.00	Nationwide ASRS Roth	0107090 - Payroll - Deferred Comp	
					\$350.00			
NATIONWIDE RETIREMENT SOLU	ACH	PR050524-6126	05/09/2024	05/09/2024	973.68	PSPRS FD T3 DCH	0107068 - Payroll - PSPRS Fire	
NATIONWIDE RETIREMENT SOLU	ACH	PR050524-6126	05/09/2024	05/09/2024	1,009.04	PSPRS FD T2 DCH	0107068 - Payroll - PSPRS Fire	
					\$1,982.72			
NATIONWIDE RETIREMENT SOLU	EFT	PR042124-6126	04/25/2024	04/25/2024	964.28	PSPRS FD T2 DCH	0107068 - Payroll - PSPRS Fire	
NATIONWIDE RETIREMENT SOLU	EFT	PR042124-6126	04/25/2024	04/25/2024	1,004.90	PSPRS FD T3 DCH	0107068 - Payroll - PSPRS Fire	
					\$1,969.18			
					\$3,951.90			
NATIONWIDE WINSLOW 457	ACH	PR050524-6121	05/09/2024	05/09/2024	1,619.00	Nationwide Winslow 457	0107090 - Payroll - Deferred Comp	
NATIONWIDE WINSLOW 457	EFT	PR042124-6121	04/25/2024	04/25/2024	1,669.00	Nationwide Winslow 457	0107090 - Payroll - Deferred Comp	
					\$3,288.00			
NATIONWIDE WINSLOW ROTH	ACH	PR050524-6123	05/09/2024	05/09/2024	125.00	Nationwide Winslow Roth	0107090 - Payroll - Deferred Comp	
NATIONWIDE WINSLOW ROTH	EFT	PR042124-6123	04/25/2024	04/25/2024	125.00	Nationwide Winslow Roth	0107090 - Payroll - Deferred Comp	
					\$250.00			
NAVAJO COUNTY LIBRARY DISTRI	108353	11	05/09/2024	05/09/2024	117.00	SUMMER READING PROGRAM PERFORMER	20819.001.50.3299 - other supplies	
					\$117.00			
NEZ, JOLENE	108319	RFD 1001240.04	04/19/2024	05/03/2024	124.93	Deposit Refund: 1001240 - NEZ, JOLENE	0307040 - Utility Customer Deposits	
					\$124.93			
OLIVAS, JESSICA	108284	04/23/24	04/25/2024	04/25/2024	50.00	GSH DEPOSIT REFUND 04/20/24	0107040 - Deposits	
					\$50.00			
PITNEY BOWES INC	ACH	03/01/24-03/31/2	05/09/2024	05/09/2024	1,600.33	POSTAGE REFILL 03/01/24 - 03/31/24	01888.001.50.3005 - postage	
					\$1,600.33			
PIXELDROP, LLC	108285	1244	04/25/2024	04/25/2024	18,664.98	SCADA FABICATION PROJECT - FINAL BALANCE	05929.001.80.4104 - capital - non-struct	
					\$18,664.98			
PLACE LLC, 105 KELL	108286	Refund: 1001448	04/19/2024	04/25/2024	26.76	Refund: 1001448 - PLACE LLC, 105 KELL	0306043 - Accounts Receivable	
PLACE LLC, 105 KELL	108286	RFD 1001448.04	04/19/2024	04/25/2024	150.00	Deposit Refund: 1001448 - PLACE LLC, 105 KELL	0307040 - Utility Customer Deposits	
					\$176.76			
					\$176.76			

CITY OF WINSLOW
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Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
PUBLIC SAFETY PERSONNEL	ACH	PR042124-139	04/25/2024	04/29/2024	1,633.40	PSPRS PD ACR	0107067 - Payroll - PSPRS Police	
PUBLIC SAFETY PERSONNEL	ACH	PR050524-139	05/09/2024	05/09/2024	1,633.39	PSPRS PD ACR	0107067 - Payroll - PSPRS Police	
					\$3,266.79			
PUBLIC SAFETY RETIREMENT	ACH	PR042124-6113	04/25/2024	04/29/2024	279.86	PSPRS FD ACR	0107068 - Payroll - PSPRS Fire	
PUBLIC SAFETY RETIREMENT	ACH	PR042124-6113	04/25/2024	04/29/2024	1,229.45	PSPRS FD T2 DB	0107068 - Payroll - PSPRS Fire	
PUBLIC SAFETY RETIREMENT	ACH	PR042124-6113	04/25/2024	04/29/2024	3,202.30	PSPRS FD T3 DB	0107068 - Payroll - PSPRS Fire	
PUBLIC SAFETY RETIREMENT	ACH	PR042124-6113	04/25/2024	04/29/2024	6,477.54	PSPRS PD T2 DB	0107067 - Payroll - PSPRS Police	
PUBLIC SAFETY RETIREMENT	ACH	PR042124-6113	04/25/2024	04/29/2024	14,443.72	PSPRS PD T1 DB	0107067 - Payroll - PSPRS Police	
PUBLIC SAFETY RETIREMENT	ACH	PR042124-6113	04/25/2024	04/29/2024	15,553.49	PRPRS PD T3 DB	0107067 - Payroll - PSPRS Police	
PUBLIC SAFETY RETIREMENT	ACH	PR050524-6113	05/09/2024	05/09/2024	279.86	PSPRS FD ACR	0107068 - Payroll - PSPRS Fire	
PUBLIC SAFETY RETIREMENT	ACH	PR050524-6113	05/09/2024	05/09/2024	1,286.51	PSPRS FD T2 DB	0107068 - Payroll - PSPRS Fire	
PUBLIC SAFETY RETIREMENT	ACH	PR050524-6113	05/09/2024	05/09/2024	3,102.90	PSPRS FD T3 DB	0107068 - Payroll - PSPRS Fire	
PUBLIC SAFETY RETIREMENT	ACH	PR050524-6113	05/09/2024	05/09/2024	6,814.14	PSPRS PD T2 DB	0107067 - Payroll - PSPRS Police	
PUBLIC SAFETY RETIREMENT	ACH	PR050524-6113	05/09/2024	05/09/2024	15,956.02	PSPRS PD T1 DB	0107067 - Payroll - PSPRS Police	
PUBLIC SAFETY RETIREMENT	ACH	PR050524-6113	05/09/2024	05/09/2024	17,376.48	PRPRS PD T3 DB	0107067 - Payroll - PSPRS Police	
					\$86,002.27			
PUBLIC SAFETY RETIREMENT	Credit	PPE 5.5.24	05/09/2024	05/09/2024	-386.31	FD Credit PSPRS	01860.001.02.1103 - public safety retire	
PUBLIC SAFETY RETIREMENT	EFT	PPE 4.21.24	04/29/2024	04/29/2024	-386.31	FD Credit 4.21.24	01860.001.02.1103 - public safety retire	
					\$85,229.65			
QUAHOYOIMA, JALICIA	108320	04302024	05/03/2024	05/03/2024	50.00	GSH DEPOSIT REFUND 04/27/24	0107040 - Deposits	
					\$50.00			
RESTORE PRO	108262	5433	04/23/2024	04/23/2024	483,686.35	DRAW REQUEST TWO FOR WINSLOW PUBLIC L	21855.001.80.4100 - Capital - buildings	
					\$483,686.35			
Rush Mechanical, LLC	108321	256	05/03/2024	05/03/2024	645.90	EXHAUST FAN INSTALL & DUCT RE-WORK	13001.001.80.4100 - Capital - Building I	
					\$645.90			
SANCHEZ, EMILIO	108322	04302024	05/03/2024	05/03/2024	50.00	GSH DEPOSIT REFUND 04/28/24	0107040 - Deposits	
					\$50.00			
SANKS AND ASSOCIATES, LLC	ACH	5-2024	05/09/2024	05/09/2024	3,300.00	ZHO SERVICES - APR.24	01835.060.20.2039 - other prof.service	
					\$3,300.00			
SAUFKIE, PALMER	108323	05022024	05/03/2024	05/03/2024	75.00	FLUTIST - ARTS FESTIVAL	28808.800.29.2904 - city public relation	
					\$75.00			
SCOTT ANIMAL HOSPITAL	108354	APRIL 2024	05/09/2024	05/09/2024	2,859.30	VETERINARY SERVICES APR 2024	01850.125.20.2039 - other prof.service	
					\$2,859.30			
SECURITY BENEFIT	ACH	PR050524-5768	05/09/2024	05/09/2024	95.00	Security Benefit 457	0107090 - Payroll - Deferred Comp	
SECURITY BENEFIT	EFT	PR042124-5768	04/25/2024	04/25/2024	95.00	Security Benefit 457	0107090 - Payroll - Deferred Comp	
					\$190.00			
SERNA, ARTHUR	108289	04/24/24	04/25/2024	04/25/2024	250.00	WAFE FOLKLORICO DANCING GROUP	28808.800.29.2904 - city public relation	
					\$250.00			
Sharp Electronics, Corporation (SIIC	108290	SH625865	04/25/2024	04/25/2024	454.85	CITY HALL COPIER - 04/01/24 - 04/30/24	01888.001.29.2082 - Annual Support/W	
					\$454.85			
SPARKLETTS	108324	000094 00000062	05/03/2024	05/03/2024	86.64	WPD/WATER 10/21/23	01850.034.50.3299 - other supplies	
					\$86.64			

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Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
STAGE ONE BUSINESS Solutio	108355	000106	05/09/2024	05/09/2024	5,000.00	CONSULTING SERVICES - 04/30/24	01836.061.20.2039 - other prof.service	
					\$5,000.00			
TAYLOR, CHANTEL	108356	04272024	05/09/2024	05/09/2024	100.00	CHAMBERS DEPOSIT REFUND 04/27/24	0107040 - Deposits	
					\$100.00			
THE BANK OF NEW YORK MELLO	WIRE	WTR 5.10.24	05/08/2024	05/08/2024	15,920.84	WTR Bond payment	05929.001.26.2201 - WWTP BOND IN	
THE BANK OF NEW YORK MELLO	WIRE	WTR 5.10.24	05/08/2024	05/08/2024	19,583.34	WTR Bond payment	05929.001.26.2200 - WWT BOND PRI	
					\$35,504.18			
					\$35,504.18			
THE KRUSE GROUP	108325	424	05/03/2024	05/03/2024	5,000.00	CONSULTANT SERVICES APRIL 2024	13001.001.20.2039 - Levee Legal/Lobb	
					\$5,000.00			
THOMSON REUTERS	108357	850115687	05/09/2024	05/09/2024	261.22	Online/Software Subscription Charges	01850.034.23.2082 - Annual Support/W	
					\$261.22			
TORIVIO, BRENNAN	108326	10102023	05/03/2024	05/03/2024	1,800.00	UNIFORM ALLOWANCE	01850.034.50.3084 - Uniforms & Relate	
					\$1,800.00			
USPS	108358	05022024	05/09/2024	05/09/2024	799.94	POSTAGE - APRIL 2024	03922.001.50.3005 - postage	
USPS	108358	05022024	05/09/2024	05/09/2024	799.94	POSTAGE - APRIL 2024	04921.001.50.3005 - postage	
USPS	108358	05022024	05/09/2024	05/09/2024	799.94	POSTAGE - APRIL 2024	05929.001.50.3005 - postage	
					\$2,399.82			
					\$2,399.82			
WARD, GAIL	108291	614	04/25/2024	04/25/2024	100.00	RESTITUTION REFUND	0107011 - Court Fees and Fines Payab	
					\$100.00			
WASHINGTON NATIONAL INS CO	108327	W2421426	05/03/2024	05/03/2024	544.30	HR/EMP DED 04/11 04/25/24	0107073 - Payroll - Elective Benefits	
					\$544.30			
WASTE MANAGEMENT	ACH	04/01/24 - 04/30/	05/09/2024	05/09/2024	225.00	04/01/24 - 04/30/24	01860.001.20.2039 - other prof.service	
WASTE MANAGEMENT	ACH	04/01/24 - 04/30/	05/09/2024	05/09/2024	259.99	04/01/24 - 04/30/24	01860.001.20.2039 - other prof.service	
WASTE MANAGEMENT	ACH	04/01/24 - 04/30/	05/09/2024	05/09/2024	840.00	04/01/24 - 04/30/24	13001.001.80.4100 - Capital - Building I	
WASTE MANAGEMENT	ACH	04/01/24 - 04/30/	05/09/2024	05/09/2024	5,459.79	04/01/24 - 04/30/24	04921.001.22.2067 - Transfer Station P	
WASTE MANAGEMENT	ACH	04/01/24 - 04/30/	05/09/2024	05/09/2024	6,423.48	04/01/24 - 04/30/24	04921.001.22.2068 - Transfer Station T	
WASTE MANAGEMENT	ACH	04/01/24 - 04/30/	05/09/2024	05/09/2024	8,833.84	04/01/24 - 04/30/24	05929.001.22.2065 - Sludge Pick Up	
WASTE MANAGEMENT	ACH	04/01/24 - 04/30/	05/09/2024	05/09/2024	10,322.08	04/01/24 - 04/30/24	05929.001.22.2067 - Sludge Tonnage	
					\$32,364.18			
					\$32,364.18			
WESTERN ENVIRONMENTAL EQU	108292	W7872	04/25/2024	04/25/2024	9,735.45	WATER SCADA FOR HOPI HOUSING	03922.001.23.2093 - water line maint	
					\$9,735.45			
WEX BANK	ACH	96899171	05/08/2024	05/08/2024	57.95	FLT/FUEL APR.2024	01835.060.50.3062 - fuel/oil	
WEX BANK	ACH	96899171	05/08/2024	05/08/2024	152.00	FLT/FUEL APR.2024	08818.001.50.3062 - fuel/oil	
WEX BANK	ACH	96899171	05/08/2024	05/08/2024	282.97	FLT/FUEL APR.2024	01888.001.50.3062 - fuel / oil	
WEX BANK	ACH	96899171	05/08/2024	05/08/2024	306.85	FLT/FUEL APR.2024	21835.401.50.3062 - fuel/oil	
WEX BANK	ACH	96899171	05/08/2024	05/08/2024	519.77	FLT/FUEL APR.2024	12940.065.50.3062 - fuel/oil	
WEX BANK	ACH	96899171	05/08/2024	05/08/2024	563.64	FLT/FUEL APR.2024	01830.022.50.3062 - fuel/oil	
WEX BANK	ACH	96899171	05/08/2024	05/08/2024	580.00	FLT/FUEL APR.2024	01825.032.50.3062 - fuel/oil	
WEX BANK	ACH	96899171	05/08/2024	05/08/2024	590.46	FLT/FUEL APR.2024	01850.063.50.3062 - fuel/oil	
WEX BANK	ACH	96899171	05/08/2024	05/08/2024	623.29	FLT/FUEL APR.2024	01850.125.50.3062 - fuel/oil	

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Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
WEX BANK	ACH	96899171	05/08/2024	05/08/2024	858.82	FLT/FUEL APR.2024	07871.018.50.3062 - fuel/oil	
WEX BANK	ACH	96899171	05/08/2024	05/08/2024	1,121.66	FLT/FUEL APR.2024	05929.001.50.3005 - postage	
WEX BANK	ACH	96899171	05/08/2024	05/08/2024	1,365.52	FLT/FUEL APR.2024	01850.125.50.3062 - fuel/oil	
WEX BANK	ACH	96899171	05/08/2024	05/08/2024	1,407.74	FLT/FUEL APR.2024	01825.001.50.3062 - fuel/oil	
WEX BANK	ACH	96899171	05/08/2024	05/08/2024	1,485.10	FLT/FUEL APR.2024	07871.055.50.3062 - fuel/oil	
WEX BANK	ACH	96899171	05/08/2024	05/08/2024	1,512.99	FLT/FUEL APR.2024	03922.001.50.3062 - fuel/oil	
WEX BANK	ACH	96899171	05/08/2024	05/08/2024	6,513.58	FLT/FUEL APR.2024	01850.034.50.3062 - fuel/oil	
					\$17,942.44			
					\$17,942.44			
WINSLOW ASSOCIATION OF FIRE	108328	04212024	05/03/2024	05/03/2024	42.50	FD/FIREFIGHTERS ASSOC. DUES 04/11 04/25/24	0107077 - Payroll - Firefighter's Assoc	
					\$42.50			
WINSLOW CHAMBER OF COMME	108359	APRIL 2024	05/09/2024	05/09/2024	14,971.20	BED TAX APR 2024	0107206 - Bed Taxc Payable	
					\$14,971.20			
WOODSON ENGINEERING	108329	13461	05/03/2024	05/03/2024	9,797.10	PROFESSIONAL SERVICES - FEB.2024	05929.001.80.4104 - capital - non-struc	
WOODSON ENGINEERING	108329	13523	05/03/2024	05/03/2024	122.40	PROFESSIONAL SERVICES - FEB.2024	03922.001.20.2039 - other prof service	
WOODSON ENGINEERING	108329	13523	05/03/2024	05/03/2024	122.40	PROFESSIONAL SERVICES - FEB.2024	05929.001.20.2039 - other prof service	
WOODSON ENGINEERING	108329	13523	05/03/2024	05/03/2024	198.90	PROFESSIONAL SERVICES - FEB.2024	07871.055.20.2039 - other prof.service	
WOODSON ENGINEERING	108329	13523	05/03/2024	05/03/2024	490.00	PROFESSIONAL SERVICES - FEB.2024	01804.001.20.2039 - other prof.service	
WOODSON ENGINEERING	108329	13523	05/03/2024	05/03/2024	1,178.10	PROFESSIONAL SERVICES - FEB.2024	01835.060.20.2039 - other prof.service	
WOODSON ENGINEERING	108329	13523	05/03/2024	05/03/2024	1,495.58	PROFESSIONAL SERVICES - FEB.2024	13001.001.80.4100 - Capital - Building I	
WOODSON ENGINEERING	108329	13523	05/03/2024	05/03/2024	3,113.55	PROFESSIONAL SERVICES - FEB.2024	13001.001.80.4100 - Capital - Building I	
WOODSON ENGINEERING	108329	13523	05/03/2024	05/03/2024	4,498.20	PROFESSIONAL SERVICES - FEB.2024	01804.001.20.2039 - other prof.service	
WOODSON ENGINEERING	108329	13523	05/03/2024	05/03/2024	5,408.72	PROFESSIONAL SERVICES - FEB.2024	13001.001.80.4104 - Capital - General	
WOODSON ENGINEERING	108329	13523	05/03/2024	05/03/2024	9,412.05	PROFESSIONAL SERVICES - FEB.2024	13001.001.80.4104 - Capital - General	
WOODSON ENGINEERING	108329	13526	05/03/2024	05/03/2024	690.80	Winslow Development Review	01804.001.20.2039 - other prof.service	
					\$36,527.80			
					\$36,527.80			
Xpress Bill Pay	EFT	INV-XPR011454	05/08/2024	05/08/2024	575.20	XPress Monthly Support	05929.001.20.2039 - other prof service	
Xpress Bill Pay	EFT	INV-XPR011454	05/08/2024	05/08/2024	575.21	XPress Monthly Support	03922.001.20.2039 - other prof service	
Xpress Bill Pay	EFT	INV-XPR011454	05/08/2024	05/08/2024	575.21	XPress Monthly Support	04921.001.20.2039 - other prof service	
					\$1,725.62			
					\$1,725.62			
					\$1,561,411.97			

Minutes of the regular meeting of the Winslow City Council held on April 23, 2024 at 6:30 P.M. in the main hall of the Winslow Visitor's Center, 523 West Second Street, Winslow, Arizona.

MEMBERS PRESENT:

Mayor Cano, Councilmember Cake, Councilmember Crisp, Councilmember MacLean, Councilmember McKee, Councilmember Nelson, Councilmember Tafoya

MEMBERS ABSENT:

None

STAFF:

David Coolidge City Manager, Trish Stuhan City Attorney, Suzy Wetzel City Clerk, Tim Westover Public Works Director, Franklin Caldwell Police Chief, Michael Duran Fire Chief, Jack Fitchett Economic Development Director, Ron Blass Police Lieutenant, Jackie Williams Animal Control Supervisor, Trevor Eltsosie IT Specialist

Mayor Cano called the meeting to order. The Pledge was given and the Invocation was offered by Pastor Randy Therio of the Multiply Church. Roll call was taken and all members were present.

CALL TO THE PUBLIC

Judy Howell stated that there are currently several dogs at the shelter looking for homes and clarified to the Council that her issues at the shelter are related to the facility being too small and not with the employees.

Deb Lopez referred to the executive session item on the agenda related to the I-40 Transportation Corridor Coalition and requested that the Council consider the impact that a large development would have on the city and its resources prior to entering into any contracts.

Randy Therio announced service information for the Multiply Church and extended an invitation to the public to visit their Tiny City of Winslow. Mr. Therio also thanked the Council for the recent adoption of the Invocation Policy.

Mark Romo, owner of Romo's Mexican Food Truck, thanked the city for working with him and his wife on designing and renovating the airport restaurant building in anticipation of their five-year lease of the facility.

Ramil Aguilar, Warden at the Arizona State Prison Complex-Winslow, thanked the city for their involvement in the inmate labor program and introduced members of his staff who were in attendance. Warden Aguilar also announced that he will be retiring on June 30th.

Daniel Lupien of Atlas Global announced that their Planned Area Development application has been submitted to the city and thanked staff for their commitment to the project. Mr. Lupien also provided information regarding their project.

MAYOR AND COUNCILMEMBERS REPORTS

A. Current Events and Announcements

Councilmember Crisp announced details regarding the following events:

- Growing on 66 Gardening Class on May 15th
- Junior High Arts Club Empty Bowls event on May 1st
- Spring Carnival on May 2nd – May 5th
- Farmers Market Opening Day on April 27th
- Seed & Plant Exchange on April 27th
- Third Annual Arts Festival on April 27th

After announcing that the St. Mary's food distribution will be held on Thursday, April 25th, Councilmember Tafoya provided information regarding the High School CT Department's financial simulation on April 24th.

Mayor Cano provided details regarding the barbeque and family event scheduled for June 1st at the rodeo grounds and the Route 66 Standing Horse Pow Wow on June 29th & 30th. Mayor Cano also noted that the Navajo Nation celebrated Sovereignty Day on April 22nd.

There was a brief discussion regarding the high school graduation ceremony and the Because We Care event.

B. Future Agenda Items

Councilmember Nelson stated that trash cans are needed at Tom Harris Field and the field is not lined. In response, the City Attorney stated that since this is not a future agenda item, staff can look into those issues and report back to the Council.

Mayor Cano referred to her previous request for a tour of city facilities and suggested that it be scheduled for some time in June. Mayor Cano

also stated that she would like to discuss the carnival issue again after she has had an opportunity to talk with residents in the Safeway and Bashas' neighborhoods.

Councilmember Nelson requested an executive session to discuss recent emails regarding the Atlas Global project.

SCHEDULED PRESENTATIONS AND PROCLAMATIONS

A. Proclamation – Proclaiming May 5 – 11, 2024 as National Correctional Officers & Employees Week

After Mayor Cano read the proclamation, it was presented to Department of Corrections staff that were in attendance.

B. Proclamation – Proclaiming May 5 – 11, 2024 as Municipal Clerks Week

After Mayor Cano read the proclamation, it was presented to the City Clerk.

C. Quarterly Report from Navajo County Supervisor Fern Benally

Navajo County District I Supervisor Fern Benally reported that following their board meeting earlier in the day, there was a ground breaking ceremony for the broadband project. Supervisor Benally then provided additional details related to the project that will provide affordable broadband for all unserved and underserved locations in Navajo County.

Supervisor Benally also stated that the County Manager provided a presentation regarding elections during the board meeting that focused on the voting process checks and balances that take place during an election cycle.

In conclusion, Supervisor Benally provided an update on the Winslow Levee project, including recent approval of a survey contract associated with the project.

STATUS REPORTS

A. Verbal Status Report on Current City Activities by City Manager Which May Include Lobbying Activities and Federal Funding

The City Manager provided detailed information regarding lobbying efforts from both Federal and State sources that resulted in nearly 70 million dollars for projects that directly impact the City of Winslow.

The projects for infrastructure, amenities and equipment included the following:

- Appropriations for the Winslow Levee Project
- Police vehicles and equipment
- New 2-million-gallong water tank
- Rehabilitation of three pocket parks and the 9/11 Memorial
- Fire substation south of the railroad tracks
- Stormwater project
- Increase to capacity of the Apache Avenue sewer main

After stating that staff is working on plans to provide one evening session of night swim lessons, the City Manager announced that the Budget Work Session is scheduled for May 2nd at 4:30 p.m. In response to a question from Mayor Cano, the City Manager stated that staff is working on an open house related to the I-40 Tradeport for some time in May.

B. Monthly Financial Report by Finance Director Which May Include Balances, Expenditures and Revenues in All Funds and Various Sales Tax Comparisons by Category

Due to the absence of the Finance Director, the City Manager provided an overview of the written report for the month of March including revenues and expenditures for General Fund, the HURF Fund and the Enterprise Funds.

The City Manager responded to questions from Councilmember Nelson regarding entries listed on the check register.

C. Quarterly Report from Librarian Which May Include Information Regarding Statistical Information, Past Events and Announcements for Upcoming Events

The Librarian discussed events that took place during the month of April including Young Chefs and Fluffy Therapy with baby goats (thanks to Marshall Losey). Upcoming events include the Plant & Seed Exchange on April 27th and Little Chefs on April 30th.

After reminding citizens that they can sign up to receive text alert reminders through the city's app and website, the Librarian provided information regarding the Summer Reading Program that will include the following:

- Laser tag for teens

- Movies at the theater and pool
- Rock painting
- Outdoor cooking classes
- Board games

Councilmember McKee stated that she has been able to take advantage of using the library and was impressed with the variety of events offered. The Council expressed appreciation to the Librarian for the job that she does and Mayor Cano volunteered to read during Story Time at the library.

D. Report from Animal Control Supervisor Which May Include Statistics and General Operating Information for Animal Control

The Animal Control Supervisor provided a detailed report on changes and upgrades that have been made at the shelter. Renovations done over the past two years include upgrades to the front office and back kennel areas, purchase of new shade structures and automated water bowls in each kennel.

The Animal Control Supervisor reported that grants are hard to obtain since the majority of them are awarded to 501c3 organizations and animal control is part of a municipality. The Animal Control Supervisor also explained duties of the additional positions at the shelter and discussed various programs that staff is managing including free adoptions and chipping of animals.

The Animal Control Supervisor provided statistics for intakes and adoptions from 2021 – 2023 and reported that shelters throughout the State are at capacity levels. In conclusion, the Animal Control Supervisor thanked his staff for their efforts in providing for the health and safety for the animals at the shelter.

In response to a question from Councilmember Nelson, there was discussion regarding grants for 501c3 organizations and the need for assistance and involvement from the community. After discussing a future partnership with Navajo County, the Animal Control Supervisor and Lieutenant Blass responded to questions and comments from the Council.

CONSENT CALENDAR

Councilmember Crisp requested that Item H be pulled for discussion and Mayor Cano requested that Items F & G be pulled for discussion. Motion: Moved by Councilmember Cake, seconded by Councilmember Tafoya, to approve the Consent Calendar minus Items F, G & H. Motion passed

unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee, Nelson and Tafoya voting yes.

- A. Discussion and/or Action to Approve the Check Register**
- B. Discussion and/or Action to Approve Minutes of the City Council City Council Regular Meeting of March 26, 2024 and City Council Regular Meeting of April 9, 2024**
- C. Discussion and/or Action Regarding Reappointment of Members to the Historic Preservation Commission**
- D. Discussion and/or Action to Approve Cooperative Purchasing Agreement with Arizona Recreation Design, Inc. and J.P. & Sons Contracting, Inc. for Purchase of Ramada Shade Structure for Hayden Walton Park**
- E. Discussion and/or Action to Approve Transit Drug & Alcohol Policy**
- F. Discussion and/or Action to Approve Procurement Policy Revisions**

Mayor Cano referred to recent janitorial services contract and requested that a local preference section be included in this policy. The City Attorney and City Manager provided information regarding the proposed revisions to bring the policy in compliance with the Federal Transit Program and suggested that they be approved tonight.

After the City Attorney stated that the City Code contains a local preference section and staff can bring it back for discussion at a future meeting Mayor Cano made a motion to approve letter F, Procurement Policy revisions. The motion was seconded by Councilmember Nelson and passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee, Nelson and Tafoya voting yes.

- G. Discussion and/or Action to Approve Resolution No. 1940 Adopting a Notice of Intent to Increase Water and Wastewater User Charges, Setting a Public Hearing on the Proposed Increase and Filing a Written Report Supporting the Proposed Increase with the City Clerk**

At the request of Mayor Cano, the City Manager provided information regarding this item that included a presentation that was given by the city's Water & Wastewater Consultant in February that suggested rate increases over a period of five years. The City Manager explained that

this resolution sets the public hearing date which will include an additional presentation by the consultant.

Motion: Moved by Mayor Cano, seconded by Councilmember Cake to approve letter G. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee, Nelson and Tafoya voting yes.

H. Discussion and/or Action to Approve Ordinance No. 1410 Approving the Lease Agreement Between the City of Winslow and M.L. Romo & Company, LLC dba Romo's Mexican Grill, Related to the Lease of Real Property at the Winslow-Lindbergh Regional Airport for Restaurant Purposes; Authorizing the City Manager to Execute and Deliver Said Lease; and Declaring an Emergency

After a brief discussion regarding the time that it has taken to get the building ready to open, the Council thanked the Romos for their patience. Councilmember Crisp then made a motion to approve Ordinance No. 1410 approving the Lease Agreement between the City of Winslow and M.L. Romo & Company LLC. The motion was seconded by Mayor Cano and passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee, Nelson and Tafoya voting yes.

MOTION TO ADJOURN TO EXECUTIVE SESSION

Motion: Moved by Councilmember Cake, seconded by Councilmember Tafoya, to move into executive session. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee, Nelson and Tafoya voting yes. ***Councilmember Nelson left the meeting at 8:30 p.m.** Councilmember McKee left the meeting during the executive session at 9:30 p.m. but rejoined the meeting via Zoom.***

EXECUTIVE SESSION

- A. Under authority of A.R.S. § 38-431.03(A)(1), the City Council may hold an executive session for annual performance evaluation of the City Manager**
- B. Under authority of A.R.S. § 38-431.03(A)(3) and (A)(4), the City Council may hold an executive session for legal advice and contract negotiations related to the Memorandum of Agreement with the New Mexico Environment Department and I-40 Transportation Corridor Coalition**

Motion: Moved by Mayor Cano, seconded by Councilmember Cake, to move back into regular session. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee and Tafoya voting yes.

DISCUSSION AND/OR ACTION REGARDING ABOVE EXECUTIVE SESSION ITEMS

After returning from executive session, Mayor Cano stated that with regard to letter A, the Council prioritized goals for the City Manager and staff has been given direction with regard to letter B.

ADJOURNMENT

Motion: Moved by Councilmember Cake, seconded by Councilmember Crisp, to adjourn at 9:40 p.m. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee, Nelson and Tafoya voting yes.

Mayor

Attest:

City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Winslow City Council held on April 23, 2024 at 6:30 P.M. I further certify that the meeting was duly called and that a quorum was present.

Dated this 13th day of *May*, 2024.

Suzy Wetzel
City Clerk

Minutes of the work session of the Winslow City Council held on May 2, 2024 at 4:30 P.M. in the main hall of the Winslow Visitor's Center, 523 West Second Street, Winslow, Arizona.

MEMBERS PRESENT:

Mayor Cano, Councilmember Cake, Councilmember Crisp, Councilmember MacLean, Councilmember McKee, Councilmember Nelson, Councilmember Tafoya

MEMBERS ABSENT:

None

STAFF:

David Coolidge City Manager, Suzy Wetzel City Clerk, Margaret Dyer Finance Director, Franklin Caldwell Police Chief, Michael Duran Fire Chief, Tim Westover Public Works Director, Kelley Pugh Human Resources Manager, Jack Fitchett Economic Development Director, Brandee Leary Librarian, Kim Salazar Public Housing Director, Jennifer Wilbanks Public Works Office Manager

Mayor Cano called the meeting to order. The Pledge was given and a moment of silence was observed. Roll call was taken and Councilmember Nelson was absent. After Mayor Cano announced that Councilmember Nelson is running late, Councilmember McKee made a motion to excuse the absent member until she arrives. The motion was seconded by Councilmember Cake and passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee and Tafoya voting yes. Councilmember Nelson arrived at 5:20 p.m.

REVIEW AND DISCUSSION REGARDING FISCAL YEAR 25 BUDGET

After thanking staff for their assistance with preparing the budget, the City Manager discussed the budget book that was provided to the Council. The budget book included the following items:

- Fiscal Year 25 Budget Message
- City Organizational Chart & Full Time Employee Listing
- Fiscal Year 25 Budget Proposal (line item account information)
- Fiscal Year 25 Capital Projects
- Fiscal Year 25 Fee Schedule Changes
- Fund Balance Impact Summary

The City Manager stated that the fiscal year 2025 reflects a decrease of \$4 million dollars in expenditures but includes a 3.5% market adjustment for staff to promote a competitive wage for recruitment, as well as a 2% increase for employees contingent upon performance evaluations.

With regard to the Full Time Employee Listing included in tab 1 of the budget book, the City Manager reported that no full time employees are being eliminated, however he explained that there are positions that have been vacated that will not be filled until the city sees a recovery in revenues. The City Manager responded to specific questions from the Council regarding staffing at the police department, the possible addition of both a police and fire captain and the Farmers Market Assistant positions.

Throughout the discussion regarding revenues and operating expenses as shown in the line item account information for each fund under tab 2 of the budget book, the City Manager responded to various questions and comments from the Council. It was noted that no funds were budgeted in the non-departmental tuition reimbursement account wherein the City Manager stated that funds will be added back into that line item.

When discussing the Sanitation Fund, the City Manager advised the Council stated they will need to consider either increasing solid waste collection rates by 10 – 15% or modify services that are currently being provided by eliminating recycling pickup. The City Manager clarified that free recycling drop-off would continue to be available at the transfer station. The City Manager further clarified that an item for discussion and action regarding the two options will be included on an upcoming agenda.

A break was observed from 5:45 p.m. to 6:10 p.m.

After reconvening from the break, the City Manager displayed a spreadsheet on the screen showing the Five Year Capital Improvement Plan for fiscal years 2024 – 2029. The City Manager discussed the projects and funding allocations in detail for each project shown the list and confirmed that the majority of the projects can be moved around if the Council wants to change their priority. The City Manager also displayed and discussed the results and rankings of the recent capital projects survey.

During the discussion regarding the capital improvement projects, the City Manager responded to questions from the Council including the committed funds for the levee, possible cost share for the announcer booth and dugouts and use of the Eagle Pavilion. At the request of Mayor Cano, the City Manager provided information regarding expenditure limitation.

The City Manager and Public Works Director also responded to questions and comments from Councilmember MacLean regarding bringing Clear Creek

water to all of the ballfields and there was additional discussion regarding the best way to accomplish this task.

Judy Howell announced that she had to leave the meeting and reminded the Council of previous discussions regarding the need for a new Animal Care Facility.

Following a brief discussion regarding the CDBG project, the City Manager responded to questions related to the grants listed in the Grants Fund. Mayor Cano referred to the birthplace cabin project that was originally taken on by the Historic Preservation Commission and stated that it might be necessary to look for a grant to assist with completion of the project. The City Manager responded by stating that he has met with the commission chairperson and staff is looking into the possibility of applying for a Heritage Fund Grant.

The City Manager referred to the proposed fee schedule changes shown under tab 4 of the budget book and stated that these are only recommendations for the Council to consider. After staff responded to questions and comments regarding the proposed changes, there was discussion specifically related to the recreation fee changes. Clarification was provided that additional information will be provided at the May 14th council meeting when the Notice of Intent will be considered by the Council.

The City Manager explained the information shown on the Fund Balance Impact Summary under tab 5 of the budget book which shows projected fund balances for each fund for both fiscal year 2024 and 2025. Tab 5 also includes information for the Long-Term Debt for fiscal year 2025 for the Water Fund, Wastewater Fund and the Capital Fund and amounts and term dates for various equipment leases. the City Manager commented on the possible impact that unanticipated levee costs could have on the city's long-term debt.

Councilmember MacLean expressed appreciation to the City Manager and the Finance Director for the solid financial position that the city is in and thanked staff for their efforts to maintain a balanced budget. Mayor Cano and other members of the Council recognized and thanked city staff that were in attendance.

The Council also thanked the City Manager for having the meeting on a different night than the regular council meeting to allow for extra time to present and discuss the budget.

ADJOURNMENT

Motion: Moved by Councilmember Cake, seconded by Councilmember Nelson, to adjourn at 7:50 p.m. Motion passed unanimously with Mayor Cano and Councilmembers Crisp, MacLean, McKee, Nelson and Tafoya voting yes.

Mayor

Attest:

City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the work session of the Winslow City Council held on May 2, 2024 at 4:30 P.M. I further certify that the meeting was duly called and that a quorum was present.

Dated this 13th day of *May*, 2024.

Suzy Wetzel
City Clerk

Mayor
Roberta W. Cano

(928) 289-2422



Discover Winslow-A City in Motion

Council Members
Peter Cake
Samantha Crisp
Jim MacLean
Darcey McKee
Melissa Nelson
Daniel T. Tafoya

AGENDA DATE: May 14, 2024
TO: Honorable Mayor and City Council
FROM: Suzy Wetzel, City Clerk
SUBJECT: Liquor License Application Series #12 (Restaurant) for Chang Thai
Located at 1 Transcon Lane

RECOMMENDED MOTION

That the Mayor and City Council, by motion, approve the liquor license application for Chang Thai located at 1 Transcon Lane.

DISCUSSION

The city received the attached #12 Liquor License Application for Chang Thai on April 5, 2024. The application was posted for the required time period of 20 days and received no public comments. The City Inspector, Fire Chief and Police Chief have also reviewed the application and have no objections. Staff is, therefore, recommending approval of the application.

IMPACT ON BUDGET

None.

Respectfully submitted,

Suzy Wetzel

Suzy Wetzel, MMC
City Clerk

Reviewed by:

City Manager

Finance Director

City Attorney



State of Arizona
Department of Liquor Licenses and Control

Created 04/05/2024 @ 10:01:55 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	CHANG THAI LLC		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	1 TRANSCON LANE WINSLOW, AZ 86047 USA		
Mailing Address:	1 TRANSCON LANE WINSLOW, AZ 86047 USA		
Phone:	(928)		
Alt. Phone:	(307)257-1221		
Email:			

AGENT

Name:	MICHAEL ALLEN DECKER
Gender:	Male
Correspondence Address:	1 TRANSCON LANE WINSLOW, AZ 86047 USA
Phone:	(307)257-1221
Alt. Phone:	
Email:	

OWNER

Name:	CHANG THAI LLC		
Contact Name:	MICHAEL ALLAN DECKER		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23534994	State of Incorporation:	AZ
Incorporation Date:	05/28/2023		
Correspondence Address:	1 TRANSCON LANE WINSLOW, AZ 86047 USA		
Phone:	(307)257-1221		
Alt. Phone:			
Email:			

Officers / Stockholders

Name:
MICHAEL ALLEN DECKER

Title:
Member

% Interest:
99.00

CHANG THAI LLC - Member

Name: MICHAEL ALLEN DECKER

Gender: Male

Correspondence Address: 1 TRANSCON LANE
WINSLOW, AZ 86047
USA

Phone: (307)257-1221

Alt. Phone:

Email:

APPLICATION INFORMATION

Application Number: 288073
Application Type: New Application
Created Date: 03/19/2024

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY OWNER
- 3) Is there a penalty if lease is not fulfilled?
No
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
\$0
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
CONTIGUOUS
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
07/20/2023
- 9) What type of business will this license be used for?
RESTAURANT

Mayor
Roberta W. Cano

(928) 289-2422



Discover Winslow-A City in Motion

Council Members

Peter Cake
Samantha Crisp
Jim MacLean
Darcey McKee
Melissa Nelson
Daniel T. Tafoya

AGENDA DATE: May 14, 2024
TO: Honorable Mayor and City Council
FROM: Suzy Wetzel, City Clerk
SUBJECT: Liquor License Application Series #9 (Liquor Store) for Winslow Truck Stop Located at 2202 North Park Drive

RECOMMENDED MOTION

That the Mayor and City Council, by motion, approve the liquor license application for the Winslow Truck Stop located at 2202 North Park Drive.

DISCUSSION

The city received the attached #9 Liquor License Application for the Winslow Truck Stop on April 11, 2024. The application was posted for the required time period of 20 days and received no public comments. The City Inspector, Fire Chief and Police Chief have also reviewed the application and have no objections. Staff is, therefore, recommending approval of the application.

IMPACT ON BUDGET

None.

Respectfully submitted,

Suzy Wetzel

Suzy Wetzel, MMC
City Clerk

Reviewed by:

City Manager

Finance Director

City Attorney

State of Arizona
Department of Liquor Licenses and Control

Created 04/11/2024 @ 03:25:21 PM

Local Governing Body Report

LICENSE

Number:		Type:	009 LIQUOR STORE
Name:	WINSLOW TRUCK STOP		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	2202 N PARK DRIVE WINSLOW, AZ 86047 USA		
Mailing Address:			
Phone:	(480)730-2675		
Alt. Phone:			
Email:	LIQUORLICENSE@AZLIC.COM		

AGENT

Name:	JEFFREY CRAIG MILLER
Gender:	Male
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA
Phone:	(480)730-2675
Alt. Phone:	
Email:	LIQUORLICENSE@AZLIC.COM

OWNER

Name:	WINSLOW TRUCK STOP, LLC		
Contact Name:	JEFFREY CRAIG MILLER		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23270577	State of Incorporation:	AZ
Incorporation Date:	09/11/2021		
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA		
Phone:	(480)730-2675		
Alt. Phone:			
Email:	LICQUORLICENSE@AZLIC.COM		

Officers / Stockholders

Name:	Title:	% Interest:
WINSLOW TRUCK STOP INVESTORS LLC	Mgr-Member	90.00

100-6010124
105-7/25/24

JAGDEEP SINGH SARAN
TEJVIR SAREN

Stockholder
Stockholder

5.00
5.00

WINSLOW TRUCK STOP, LLC - Stockholder

Name: JAGDEEP SINGH SARAN
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (480)717-7500
Alt. Phone:
Email: JDSARAN@TJOIL.NET

WINSLOW TRUCK STOP, LLC - Mgr-Member

Name: WINSLOW TRUCK STOP INVESTORS LLC
Contact Name: JEFFREY CRAIG MILLER
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (480)730-2675
Alt. Phone:
Email: LIQUORLICENSE@AZLIC.COM

WINSLOW TRUCK STOP, LLC - Stockholder

Name: TEJVIR SAREN
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (480)773-9453
Alt. Phone:
Email: LIQUORLICENSE@AZLIC.COM

APPLICATION INFORMATION

Application Number: 294057
Application Type: New Application
Created Date: 04/10/2024

QUESTIONS & ANSWERS

009 Liquor Store

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Provide name, address, and distance of nearest school.
(If less than one (1) mile note footage)
BONNIE BRENNAN SCHOOL
100 COCHISE DR. WINSLOW AZ 86047 - 1.59 MILES
- 3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY OWNER
- 4) Is there a penalty if lease is not fulfilled?
No
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
NONE
- 7) Are there walk-up or drive-through windows on the premises?
No
- 8) Does the establishment have a patio?
No
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
5/01/2024



APPLICANT/CONTROLLING PERSON AFFIDAVIT

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

**BE COMPLETED BY THE ORGANIZATION'S PRESIDENT. IF THIS IS A CLUB, PARTNERSHIP,
OR OTHER TYPE OF ORGANIZATION, A SIGNATURE OF EQUAL LEVEL IS REQUIRED.**

Organization: Winslow Truck Stop Investors LLC
 Affidavit of: Jagdeep Singh Saran
 Position/Title: Manager
 State of: Arizona AZ Corp./LLC #: 23267641
 County of: Maricopa State Incorporated: Arizona
 I, (Print Full Name) Jagdeep Singh Saran Declares:

1. To obtain a liquor license to operate in Arizona, I have completed and delivered to the Arizona Dept. of Liquor Licenses and Control, the required questionnaire and fingerprint card. I have also submitted the required questionnaires and fingerprint cards of all officers, directors, regional managers, managing members, partners, etc., who are involved in the management of the policies involving spirituous liquor in the State of Arizona; and all stockholders who own ten percent (10%) or more of the corporation or limited liability company have also been completed and submitted.

Name and title of such individuals are as follows (or list attached):

- 1) Jagdeep Singh Saran
- 2) Tejvir Singh Saran
- 3) _____
- 4) _____

2. In addition to those submitting questionnaires and fingerprint cards, list other officers, limited liability members, and/or board members of this organization who are not submitting such information to the Arizona Department of Liquor Licenses and Control. None of these individuals are involved in the direction of the management of policies of this organization involving spirituous liquor in the State of Arizona.

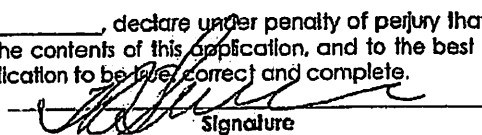
Such members and positions, along with date and place of birth, are as follows (or list attached):

- 1) Ethan Bindelglas Manager Winslow Truck Stop Investors LLC 12/12/60 New York, NY
- 2) Salvatore A. DiCiccio Manager Winslow Truck Stop Investors LLC 01/26/58 Youngstown, OH
- 3) _____
- 4) _____

3. Finally, on information and belief, none of the individuals listed under item #2 have at any time been convicted of a felony, had a liquor license revoked, or violated any provisions of a liquor license issued to that member.

Declaration:

I, (Print Name) Jagdeep Singh Saran, declare under penalty of perjury that I am authorized to submit this application. I have read the contents of this application, and to the best of my knowledge believe all statements made on this application to be true, correct and complete.


 Signature

SECTION 7 Proximity to School

A.R.S. §4-207 States that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12), or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

1. Distance to nearest School: 1.59 Miles Name of School: Bonnie Brennan School
(If less than one (1) mile, note footage)
 Address: 100 Cochise Dr. Winslow, AZ 86047

SECTION 8 Business Financials A.R.S. §4-202(F)

1. I am the:

- ☐ Tenant: a person who holds the lease of a property; a lessee.
☐ Subtenant: a person who holds a lease which was given to another person (tenant) for all or part of a property.
☒ Owner
☐ Purchaser
☐ Management Company

2. If the premises is leased: Lessors Name: _____
 Lessors Address: _____
Street City State Zip
 3. What is the penalty for tenant/sub-tenant if the lease is not fulfilled? \$ _____
 4. Total money borrowed for the Business, not including lease? \$ 0

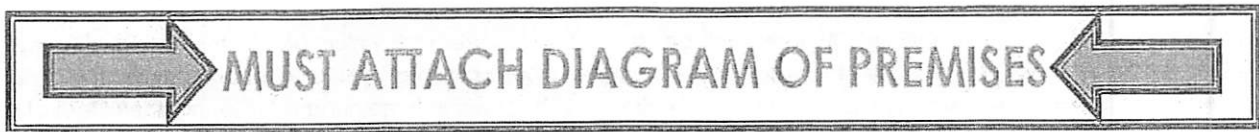
Please List Lenders/People you owe money to for business:

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

5. Has a license or a transfer license for the premises on this application been denied by the state within the past year?
☐ Yes ☒ No If yes, attach explanation.
 6. Does any spirituous liquor manufacturer, wholesaler, or employee have an interest in your business?
☐ Yes ☒ No If yes, attach explanation.

SECTION 9 Diagram of Premises



Check ALL boxes that apply to your business:

☒ No patio

☐ Patio: Contiguous

☐ Walk-up or drive-through windows

☐ Patio: Non-Contiguous within 30 feet

1. Is your licensed premises now closed due to construction, renovation or redesign or rebuild?

☒ Yes ☐ No If yes, what is your estimated completion date? 05 / 01 / 2024

2. Please attach a diagram of the premises which clearly shows only the areas where spirituous liquor will be sold, served, consumed, dispensed, possessed or stored. Include entrances, exits, and interior walls, bar areas, dining areas, dance floor, stage, game room and kitchen.

3. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed areas such as parking lots, living quarters, etc.

DO NOT INCLUDE

Parking lots, living quarters or areas where business is not conducted under this liquor license. Please identify which orientation is North on the diagram.

IMPORTANT NOTE: As stated in A.R.S. §4-207.01 (B), it is the licensee's responsibility to notify the Department of Liquor Licenses and Control when there are changes to the service areas or the square footage of the licensed premises, either by increase or decrease.

SIGNATURE

Declaration:

I, (Print Name) Jeffrey Craig Miller, declare under penalty of perjury that I am authorized by the licensee to submit this application. I have read the contents of this application, and to the best of my knowledge believe all statements made on this application to be true, correct and complete.


Signature

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

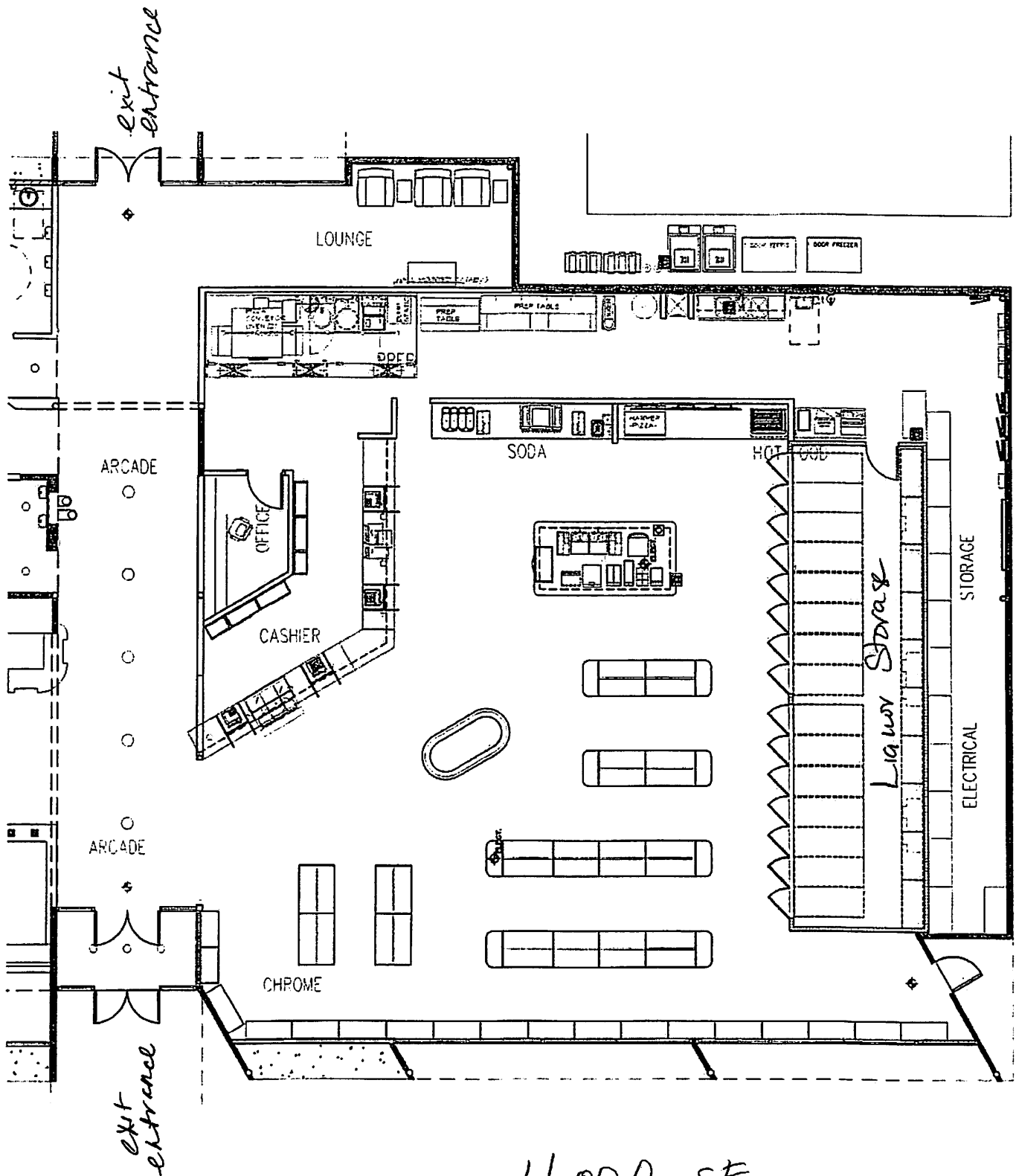
B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. This section may be enforced in a private civil action and relief may be awarded against the state. The court may award reasonable attorney fees, damages and all fees associated with the license application to a party that prevails in an action against the state for a violation of this section.

E. A state employee may not intentionally or knowingly violate this section. A violation of this section is cause for disciplinary action or dismissal pursuant to the agency's adopted personnel policy.

F. This section does not abrogate the immunity provided by section 12-820.01 or 12-820.02.

724 APR 10 AM 8 04 AZILL.C



4,000 S.F.

Mayor
Roberta W. Cano

(928) 289-2422



Discover Winslow-A City in Motion

Council Members
Peter Cake
Samantha Crisp
Jim MacLean
Darcey McKee
Melissa Nelson
Daniel T. Tafoya

AGENDA DATE: May 14, 2024
TO: Honorable Mayor and City Council
FROM: Franklin Caldwell, Chief of Police
SUBJECT: License Agreement Between Cellular One of North East Arizona, a Division of Smith Bagley, Inc., and The City of Winslow

RECOMMENDED MOTION

That the Mayor and Council, by motion, approve to accept the License Agreement between Cellular One of North East Arizona, a Division of Smith Bagley, Inc., and the City of Winslow.

DISCUSSION

This agreement allows for the City of Winslow to install, maintain, and operate communication equipment on Cellular One's tower located at 963 Ichiban Drive. With the approval of this agreement, the Winslow Police Department's P25 digital radio towers project will be completed. The costs involved pertaining to this agreement are set at \$365 per month, plus tax, with an annual 2% increase.

IMPACT ON BUDGET

\$365 per month, plus tax, charged to account 01.850.034.20.2039 (Other Professional Services), with a 2% increase annually.

Respectfully submitted,


Franklin Caldwell
Chief of Police

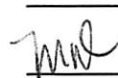
Reviewed by:

City Manager

City Attorney

Finance Director





LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter referred to as "**Agreement**") is dated as of the last signature date below and is entered into by and between **Cellular One of North East Arizona, a division of Smith Bagley, Inc.**, a District of Columbia corporation, with offices at 1500 S. White Mountain Road, Suite 103, Show Low, Arizona 85901 (hereinafter referred to as "**Licensor**") and **the City of Winslow, a political subdivision of the State of Arizona, acting through its Police Department, a law enforcement agency**, with a mailing address at 708 West 3rd Street, Winslow, Arizona 86047 (hereinafter referred to as "**Licensee**"). Licensor and Licensee are also referred to herein collectively as "**Parties**" or individually as "**Party**".

1. GRANTS.

- A. Licensor represents and warrants that: (i) it presently owns or controls that certain communications tower ("**Tower**") and has or is pursuing rights to ground space, together with all rights and privileges arising in connection therewith, located at 963 Ichiban Drive, Winslow, AZ 86047 and more particularly as described in **Exhibit "A"** (collectively, the "**Property**") and (ii) it has the right to grant to Licensee the rights and privileges granted herein related to the Tower and the Property.
- B. Following the full execution of this Agreement, but prior to the Commencement Date, as that term is defined in Section 3 below, Licensee shall have the right to perform the following due diligence at the Property provided it has first shown proof to Licensor of compliance with the insurance requirements set forth in Section 14 below. Licensor agrees to cooperate with Licensee in obtaining, at Licensee's expense, all licenses and permits or authorizations required for Licensee's use of the Licensed Premises from all applicable government and/or regulatory entities and Licensor agrees to cooperate with and to allow Licensee, at no cost to Licensor, to obtain a title report, zoning approvals and variances, land-use permits, and Licensor expressly grants to Licensee a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property necessary to determine that Licensee's use of the Licensed Premises will be compatible with Licensee's engineering specifications, system design, operations and governmental approvals.
- C. Commencing upon the Commencement Date and subject to the terms and conditions set forth herein, and to the extent of Licensor's rights and interest in the Property Licensor hereby grants Licensee a license to use and occupy a portion of the Property: (i) to install, maintain, operate, improve, repair, replace and remove radio communications equipment and appurtenances at the locations on the ground and on the Tower as described in **Exhibit "B"** (the "**Site Plan and Tower Equipment**"), (ii) for the installation, maintenance, operation, modification, repair, replacement and removal of the equipment as more particularly described in **Exhibit "C"** (the "**Approved Equipment**"), and (iii) for non-exclusive rights of ingress and egress and for the installation and transmission of utilities (collectively, the spaces described in (i), (ii) and (iii) are hereinafter referred to as the "**Licensed Premises**"). Licensor shall continue to have the right to occupy the Property and the Tower and to grant others rights to occupy or utilize the Property and the Tower at Licensor's sole discretion, provided such other users do not encroach on the Licensed Premises and do not adversely affect Licensee's use thereof or violate the rights and privileges granted to Licensee herein.

- D. Any equipment, personal property, improvements, alterations, or fixtures installed on the Licensed Premises by Licensee, other than structural improvements to the Tower (the “**Equipment**” or the “**Communications Equipment**”), that remain upon the Licensed Premises more than ninety (90) days after the termination of this Agreement, and notice to Licensee, shall become the property of Licensor. Licensee may install Equipment as listed on Exhibit “C”, or as Licensor may otherwise approve in writing. Further, Licensee may make such structural improvements as may be required for the permitted use of such Equipment under this Agreement. Any such structural improvements to the Tower shall become property of Licensor upon installation. Any personal property owned by Licensee, whether or not fixed or attached to the Licensed Premises or Tower, shall remain the property of Licensee prior to termination of this Agreement.

2. **PRIMARY AGREEMENT.**

- A. This Agreement is subject to all terms and conditions of that certain lease agreement (“**Primary Lease**”), incorporated herein as Exhibit “D”, between F Bar Cattle Company, L.L.C. and Smith Bagley, Inc., dated on or around, January 1, 2021 and any other agreements relating to the property or rights or interests there in during the term of this Agreement, and Licensee obtaining and maintaining all Permits (as defined herein). Licensee shall not cause or commit or permit to be committed by its contractors or agents any act or omission which shall violate any term or condition of the Primary Lease or any other agreement relating to the Property.
- B. Notwithstanding any other provision of this Agreement to the contrary, in the event of the termination of Licensor’s interest in the Property or under the Primary Lease for any reason, then this Agreement shall concurrently terminate, Licensee shall immediately remove its Equipment and vacate the Property, and Licensee shall have no cause of action or claim against Licensor, and Licensee’s rights hereunder shall terminate and be forever waived as of the date of termination of the Primary Lease. Licensee shall defend, indemnify and save harmless Licensor from and against any and all claims, demands, actions, suits, damages, or orders (and all costs and expenses incidental thereto, including attorney’s fees) by any third party or other entity with rights, interests, or governance authority related to the Property, arising from the installation, use, maintenance, repair or removal of the Communications Equipment, the use or occupancy of the Licensed Property, or Property, or any other activity on or about the Licensed Premises or Property, or due to the existence or the breach of this Agreement.

3. **TERM.**

- A. The initial term (“Initial Term”) of this Agreement shall be for a period of one (1) year and shall commence ninety (90) days after full execution of this Agreement or upon issuance of the Notice to Proceed (“NTP”), whichever occurs first (“Commencement Date”), and shall expire at midnight on the first (1st) anniversary of the Commencement Date. Licensee shall memorialize the Commencement Date of this Agreement in writing, sent via certified mail, to Licensor at the addresses set forth in Section 15 of this Agreement.
- B. Licensee acknowledges and understands that the Ground Lease Agreement will terminate at midnight on the 31 December 2025. Provided the Ground Lease is in effect, Licensee is not in default beyond any applicable cure periods, and Licensor has exercised its right to the Ground Lease Agreement and has not notified Licensee of its intent not to renew the Primary Lease, Licensee shall have the right to extend this Agreement for one (1) additional four (4) year term

followed by one (1) additional five (5) year term. ("Additional Term"). If Licenser exercises its option for both of its two (2) Additional Terms, then the Primary Lease will expire at midnight on the tenth (10th) anniversary of the Commencement Date. Any and all Additional Terms shall be on the same terms and conditions as set forth in this Agreement except the License Fee amount shall be specified in Section 4 below. Each Renewal Term shall be automatically exercised unless Licensee notifies Licenser of its intention not to renew the Agreement within ninety (90) days of the expiration of the Initial Term or applicable Additional Term. All notices of Licensee's intent not to renew must be sent in writing according to the provisions of Section 16 of this Agreement.

- C. Licensee agrees that if Licensee remains in possession of the Licensed Premises after the expiration of the Initial Term or any Renewal Term of this Agreement, without exercising its right to renew, Licensee shall be deemed to be occupying the Licensed Premises as a subtenant-at-sufferance on a month-to-month basis, subject to all the covenants and obligations of this Agreement.

4. **LICENSE FEE AND ADDITIONAL PAYMENTS.**

- A. **License Fee.** Licensee shall pay to Licenser as a License Fee, an amount equal to **Three Hundred Sixty-Five Dollars and Zero Cents (\$365.00)** per month plus any sales, use, gross receipts or any other tax ("**License Fee**") Licenser agrees to provide Licensee with an executed W9 form. The License Fee shall be payable on or before the fifth (5th) day of each calendar month in advance at Licenser's address specified in Section 16 below. If the term commences other than on the first day of the month, the License Fee shall be prorated for the first month for the number of days from the Commencement Date to the end of the month. If this Agreement is terminated on a day other than on the last day of a month, then the License Fee shall be prorated as of the date of termination and in the event of termination for any reason other than a default by Licensee, all prepaid License Fees shall be refunded to Licensee.
- B. **Automatic Adjustment.** At the beginning of each annual anniversary of this Agreement, the License Fee amount shall increase by two percent (2%) over the License Fee which was in effect during the previous one-year time period. Licenser's failure to timely demand any such increase shall not be construed as a waiver of any right thereto and Licensee shall be obligated to remit all increases notwithstanding any lack of notice or demand thereof.
- C. **Late Fees.** If the License Fee is not paid by the tenth (10th) day following Licensee's receipt of written notice from Licenser of Licensee's failure to pay the License Fee as required above, Licensee shall pay an additional daily payment of Twenty-Five and 00/100 Dollars (\$25.00) for each day the payment remains delinquent. This late charge is not a waiver of Licenser's right to declare this Agreement in default of the License Fee not made when due.
- D. **Additional Payments.** Beginning with the commencement of the Initial Term, Licensee shall pay all sums or money, charges, or other amounts required to be paid by Licensee, whether to Licenser or another entity (including, but not limited to, any amounts owed pursuant to Section 13 below), which shall be payments in addition to the License Fee ("**Additional Payment**"). Non-payment of any Additional Payment due to Licenser within the applicable cure period shall constitute a default under this Agreement to the same extent as would non-payment of the License Fee. Licensee shall pay all sales or use taxes applicable to the License Fee or as a direct result of the Licensee's Equipment being located on, in or at the Licensed Premises.

5. PERMITTED USE.

- A. The Licensed Premises may be used by Licensee, to install, maintain, operate, improve, repair, replace and remove Licensee's Communications Equipment, at Licensee's expense, on Licensor's Tower and within the Licensed Premises ("**Permitted Use**"). Licensee shall be permitted to use the radio frequencies authorized for its use by the Federal Communications Commission, as listed on Exhibit "C". All such use shall be in accordance with and subject to the terms of Section 6 below.
- B. Licensee shall have 24 hour a day, 7 day a week reasonable access to the Licensed Premises ("**Access**") during the term of this Agreement which shall not be unreasonably withheld by Licensor, at no additional charge to the Licensee.
- C. All of Licensee's Communications Equipment shall be anchored and installed on Licensor's Tower in accordance with good and accepted engineering practices, and by a contractor approved by Licensor, such approval not to be unreasonably withheld, conditioned or delayed. Licensee must notify Licensor of its intent to install the Communications Equipment prior to the initial installation and, subject to the approvals of Licensor as contemplated hereunder, Licensee shall also notify Licensor upon its completion of the initial installation of its Communications Equipment, and provide Licensor with "As Built" plans depicting such installation within sixty (60) days of completion of construction.
- D. Licensee shall be solely responsible for securing any and all building permits and approvals, zoning changes or approvals, variances, use permits, and other local, state, federal and tribal governmental permits from applicable governmental authorities, including any Federal Aviation Administration approval (collectively, "**Permits**") prior to any construction on the Licensed Premises. Licensor shall take no action which would adversely affect the Property or the proposed use by Licensee and agrees to reasonably cooperate with Licensee's efforts to secure the Permits. Copies of the Permits shall be provided to Licensor, as obtained. Licensee shall promptly pay all costs and expenses and shall not cause or permit any lien to be created against the Licensed Premises or the Tower.

6. INTERFERENCE.

- A. Licensee shall not use the Licensed Premises in any way that interferes with Licensor's business operations or with its use of the Property or any equipment located thereon or by other Licensees of Licensor holding rights to the Property, as long as the existing users operate and continue to operate in accordance with all applicable laws, rules and regulations. Licensor will provide Licensee with a list of all existing users on the Property to allow Licensee to evaluate the initial potential for interference. At Licensor's request prior to Licensee's initial installation or change in use of its radio frequencies at the Licensed Premises, Licensee shall provide a detailed interference analysis showing potential conflicts between Licensee's frequencies and those of Licensor or other users holding rights to the Tower.
- B. In the event of such interference, Licensee will take all steps necessary to correct and cause such interference to cease upon not more than twenty-four (24) hour notice from Licensor. If Licensee is unable to eliminate such interference within forty-eight (48) hours after receipt of written notice from Licensor, then Licensee shall immediately cease any and all operations on the Licensed Premises (except for intermittent testing) until such time as the interference or disruption is

permanently corrected. If Licensee cannot permanently correct such interference within thirty (30) days following Licensee's receipt of written notice of such interference, then Licensor or Licensee may thereafter terminate this Agreement and following such termination Licensee agrees to remove its Communication Equipment from the Property and this Agreement shall terminate without any further obligation by Licensor.

Licensee hereby acknowledges that any interference with Licensor's business operations shall cause Licensor to suffer irreparable injury and entitle Licensor, in addition to exercising any other rights or remedies available hereunder or under applicable law, to seek the immediate injunction of such interference.

- C. Subject to FCC Rules and Regulations and other applicable law, the Parties acknowledge and agree that the accepted industry standard for priority protection from interference between multiple licensed users has been based on the priority of occupancy of each user to another user of the Tower, Property or Licensed Premises, which priority has been based on the order of submittal of its collocation Application by each user of the Tower, Property or Licensed Premises. Should application of FCC Rules and Regulations and other applicable law not resolve any claims of interference as among Licensor, Licensee and other users of the Tower, Property or Licensed Premises (i) each licensed user's priority shall be maintained so long as the licensed user does not change the equipment and/or frequency that it is entitled to use at the Tower, Property or Licensed Premises at the time of its initial occupancy; and (ii) Licensee acknowledges and agrees that if Licensee replaces its Approved Equipment or alters the radio frequency of the Approved Equipment to a frequency range other than as described on Exhibit "C" of this Agreement, Licensee will lose its priority position for protection from Interference with regard to Approved Equipment operating at the new frequency in its relationship to other licensed users which are in place as of the date Licensee replaces its Approved Equipment or alters its radio frequency, consistent with this Section 6.

7. COMPLIANCE WITH FCC RADIO FREQUENCY RADIATION REQUIREMENTS.

If Licensee's use, installation, or modification of Equipment at the Tower would place any prior user of the Tower in non-compliance with any FCC requirement regarding exposure to radio frequency radiation, then (a) in the event that such non-compliance can be cured by limiting the general public's access to the Tower, Licensee shall, at its sole expense, immediately make all necessary modifications to limit the general public's access to the Tower or, (b) in the event such non-compliance can be eliminated by modifying the equipment of existing users of the Tower, and each user consents to such modifications, Licensee shall pay all costs associated with making such modifications, or shall modify its own equipment to insure compliance.

In the event that future installations and/or modifications would place any user of the Tower in non-compliance with any FCC requirement regarding exposure to radio frequency radiation, which cannot be eliminated by limiting access to the Tower, Licensee shall not unreasonably withhold its consent, when requested by Licensor, to modify its Equipment so long as all costs associated with making such modifications to Licensee's Equipment are borne by the party proposing such installation and/or modification. Licensee further agrees that in the event that there is any change to applicable rules, regulations and procedure governing exposure to radio frequency radiation which place the Tower in non-compliance, Licensee will cooperate with Licensor and other users of the Tower to bring the Tower into

compliance, which cooperation shall include, but not limited to, sharing pro rata the costs associated with bringing the Tower into compliance.

Upon reasonable notice by Licensor that any work is being performed on the Tower, Licensee agrees to reduce power or suspend operation of its Equipment if necessary to reduce the potential for exposure to radio frequency radiation.

8. IMPROVEMENTS; UTILITIES; REMOVAL; MAINTENANCE.

- A. Prior to: (i) the commencement of any construction activities on the Licensed Premises or (ii) the addition of Equipment on the Tower that is new Equipment or replacement equipment that is larger or heavier than the Equipment being replaced or that increases the overall wind load on the Tower by Licensee, Licensee shall furnish, for review and approval by Licensor, which approval shall not be unreasonably withheld, conditioned or delayed, such plans and specifications which may reasonably be required by Licensor for the approval of such. Licensor shall provide Licensee with approval or required changes within fifteen (15) days of receipt of Licensee's plans. In the event Licensor does not respond within such fifteen (15) day period, the plans shall be deemed approved. Notwithstanding the foregoing, Licensee shall not commence the construction or installation of such Tower Equipment until Licensee has received prior written approval from the Licensor. If required by Licensor, Licensee shall conduct at Licensee's sole cost and expense, a structural analysis and wind load analysis of the Tower which includes any existing loads as well as the load of Licensee's antennas, cabling, and appurtenances. Licensor and Licensee hereby agree that the completion of any such analysis shall not be included in the time frames set forth above.
- B. Notwithstanding the foregoing, upon notice to Licensor and the subsequent provision of as built drawings as required in Subsection 8(c) below Licensee shall have the right to add to, remove, replace, repair and/or modify its Equipment located on the ground based portion of the Licensed Premises provided that the foregoing shall not apply to ordinary maintenance or like-for-like replacements and provided that doing so does not otherwise violate any applicable terms or conditions of this Agreement including but not limited to those related to damage which may occur thereby and/or prohibited interference.
- C. If required by Licensor, Licensee shall conduct at Licensee's sole cost and expense, a radio frequency interference analysis ("RF Analysis") of the Licensee's Equipment and all other Equipment on the Tower as of the Commencement Date. Licensee shall use the contractor of Licensor's reasonable choice for structural analysis, wind load analysis, RF analysis as well as the design and construction of platforms, antenna systems, cable runs and any other construction, installation or modification to the Licensed Premises or Tower. Following the completion of any installation, modification, or relocation of the Equipment on the Tower, Licensee shall provide to Licensor updated as-built drawings, initialed by Licensee, documenting that all installed Equipment on the Tower conform to the plans and specifications provided to Licensor or the plans and specifications approved by Licensor if required herein.
- D. All work by Licensee shall be performed in compliance with all applicable laws and ordinances. The Communications Equipment shall remain the exclusive property of Licensee, and Licensee shall have the right to remove all or any portion of the Communication Facilities at any time during the term of the Agreement and following any termination of this Agreement; provided Licensee is not in default of this Agreement and Licensee repairs any damage caused by such removal. Any property which is not removed by Licensee within ninety (90) days after the expiration or earlier

termination of this Agreement upon the expiration of said ninety (90) day period, shall at Licensor's option: (i) be removed and discarded or stored by Licensor at Licensee's expense, or (ii) become Licensor's property, and Licensee shall thereafter have no rights, obligations or liabilities whatsoever with respect thereto.

- E. Licensor, at its sole cost and expense, shall add a circuit breaker to its electrical panel and run conduit to Licensee's equipment cabinet to provide the 4 amps of power needed for Licensee's equipment. Licensor does not warrant the reliability of the electrical services, nor shall it assume any liability whatsoever, under any circumstances, for damages caused by power outages or other service failures thereof.
- F. Licensee shall keep and maintain the Licensed Premises and the Equipment in good order and repair. Licensee shall place on, in or at the Licensed Premises, such signs as may be required by applicable federal, state, or local law with respect to the Equipment. Licensor will maintain the Property and access thereto in good order and repair condition.
- G. Licensor shall be solely responsible for the maintenance of said Tower and ensuring that it is operated in compliance with all applicable laws, rules and regulations, including, but not limited to, compliance with all lighting and marking rules and requirements of the FAA and FCC applicable to the Tower and its operation.
- H. Licensor assumes no responsibility for the licensing, operation and maintenance of Licensee's Equipment. Licensee has the responsibility of complying with the terms of Licensee's FCC license. Licensee covenants that the Equipment and the construction, installation, maintenance, and operation thereof shall not damage the Tower or improvements or interfere with the use of the Tower by Licensor or any other Licensee.

9. MECHANICS' LIENS.

Licensee shall not permit any mechanics', materialman's, contractors', or subcontractors' liens arising from any Licensee construction work, repair, restoration, removal or any other claims or demands to be enforced against the Licensed Premises and/or Tower or any part thereof as a result of work performed or materials supplied on Licensee's behalf. Licensor shall have the right at any time to post and maintain upon the Licensed Premises such notices as may be necessary to protect Licensor against liability for all such liens and encumbrances. Licensee shall give Licensor written notice prior to the commencement of any work or the delivery of any materials on the Licensed Premises or the Tower. Licensor shall assume no liability for the payment of such materials or labor which accrue for the installation of Licensee's improvements upon the Licensed Premises and no mechanics' or materialman's liens for Licensee's improvements shall attach to the interest of Licensor in the Licensed Premises or the Tower. Violation of this provision shall be considered a default of this Agreement and Licensor may terminate this Agreement if Licensee does not remove or bond over any recorded liens within thirty (30) days after written notice to Licensee.

10. TERMINATION.

In addition to as otherwise provided herein, this Agreement may be terminated, immediately upon written notice or as otherwise provided below, without any penalty or further liability accruing thereafter, as follows:

- A. By Licensor, if Licensee fails to make any monetary payment due under this Agreement within ten (10) days after Licensee's receipt of written notice of default from Licensor;
- B. By Licensor if Licensee defaults (other than a default described in Section 10. A. above) and fails to cure such default within thirty (30) days after written notice of such default is received; provided, however, that if such default is capable of being cured, but not within such thirty (30) day period, this Agreement may not be terminated so long as Licensee commences appropriate curative action within such thirty (30) day period and thereafter diligently prosecutes such cure to completion as promptly as possible;
- C. By Licensee upon ninety (90) days prior notice if it is unable to obtain, maintain or otherwise forfeits or cancels any license, permit or governmental approval necessary for the construction or operation of the Equipment or Licensee's business or intended use of the Licensed Premises;
- D. By Licensor upon prior written notice to Licensee if the Primary Lease is terminated by Licensor or its landlord for any reason by either Party, or Licensor does not elect, in its sole discretion, to renew any term of the Primary Lease, provided if Licensor does not elect to renew the Primary Lease, Licensor shall offer to assign the Primary Lease to Licensee;
- E. By either Party upon a default of any covenant or term of this Agreement by the other Party which default is not cured within thirty (30) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions of this Agreement); and
- F. By Licensee if it is unable to obtain or maintain any license, permit or other permits necessary for the construction and operation of the Equipment or Licensee's business or intended use of the Licensed Premise; or by Licensee if the Licensed Premises or Equipment is damaged by casualty, which is not the fault of the Licensee, so as to hinder the effective use of the Equipment.
- G. By Licensee, upon ninety (90) days written notice by Licensee if Licensee determines that the Property or the Communications Equipment is or becomes unacceptable under Licensee's design or engineering specifications for the Communications Equipment or the communications system to which the Communications Equipment belongs for technological or economic reasons.

In the event Licensee terminates pursuant to this Subsection G, Licensee shall pay Licensor a termination fee equal to the amounts set forth below:

- (i) Termination during the Initial Term – the remaining months of the Initial Term of the then current License Fee;
- (ii) Termination during the first Additional Term – thirty-six (36) months of the then current License Fee or the remaining months of the current Term, whichever is less;
- (iii) Termination during the second Additional Term – twenty-four (24) months of the then current License Fee or the remaining months of the current Term, whichever is less;
- (iv) Termination during the third and final Additional Term – twelve (12) months of then current License Fee or the remaining months of the then current Term, whichever is less.

10.1 EQUIPMENT REMOVAL.

Upon termination for any reason by Licensee, Licensee shall remove its Equipment from the Tower within thirty (30) days of termination of this Agreement.

11. DEFAULT.

The occurrence of any of the following instances shall be considered to be a default or a breach of this Agreement:

- A. Any failure of Licensee to pay the License Fee or any other charge for which Licensee has the responsibility of payment under this Agreement within ten (10) days after Licensee's receipt of written notice of default from Licensor;
- B. Licensee shall become bankrupt, insolvent or file a voluntary petition in bankruptcy, have an involuntary petition in bankruptcy filed against Licensee which cannot be dismissed by Licensee within sixty (60) days of the date of the filing of the involuntary petition, file for reorganization of all or a substantial portion of Licensee's assets, or Licensee makes an assignment for such purposes for the benefit of creditors;
- C. This Agreement or Licensee's interest herein or Licensee's interest in the Licensed Premises are executed upon or attached; or
- D. The imposition of any lien on the Equipment except as may be expressly authorized by this License, or an attempt by Licensee or anyone claiming through Licensee to encumber Licensor's interest in the Tower or Licensed Premises.
- E. In addition to as otherwise set forth herein, and notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each Party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 16 hereof, to take effect immediately, if the other Party fails to perform any covenant for a period of thirty (30) days after receipt of written notice thereof to cure.

12. CASUALTY AND CONDEMNATION.

- A. If at any time during the term of this Agreement all or "substantially all" (meaning the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Licensee's Permitted Use in a commercially reasonable manner) of the Communications Equipment or the Licensed Premises shall be damaged and/or destroyed by fire or other casualty, then Licensee may terminate this Agreement by providing written notice to Licensor, which termination shall be effective as of the date of such damage and/or destruction, and whereupon Licensee shall be entitled to collect all insurance proceeds payable on account thereof and to the reimbursement of any prepaid License Fee, to be apportioned as of the termination date. In addition, in the event of damage or destruction to the Licensed Premises, Licensee may install or erect additional facilities on a temporary basis on the Property without additional fee other than continuation of the License Fee due hereunder to assure continuation of service.
- B. If at any time during the term of this Agreement all or "substantially all" of the Licensed Premises or the Tower located on the Property shall be taken in the exercise of the power of eminent domain

by any governmental or other authority, or by deed in lieu of condemnation, then Licensee may terminate this Agreement by providing written notice to Licensor, which termination shall be effective as of the date of the vesting of title in such taking, and any prepaid License Fee shall be apportioned as of said date and reimbursed to Licensee. Licensor and Licensee shall each be entitled to pursue their own separate awards with respect to such taking. In the event of any taking of less than all or substantially all of the Licensed Premises, this Agreement shall continue and each of Licensor and Licensee shall be entitled to pursue their own separate awards with respect to such taking.

13. TAXES.

Licensee shall pay any applicable personal property taxes (including but not limited to any current or future taxes on Licensee's Equipment), and Licensee shall reimburse Licensor for any increase in real property taxes which is directly attributable to Licensee's use of the Licensed Premises and Licensor agrees to furnish proof of such increase to Licensee. Licensor hereby grants to Licensee the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Licensor and/or Licensee, any personal property or real property tax assessments that may affect Licensee. If Licensor receives notice of any personal property or real property tax assessment against the Licensor, which may affect Licensee and is directly attributable to Licensee's installation, Licensor shall provide timely notice of the assessment to Licensee sufficient to allow Licensee to consent to or challenge such assessment. Further, Licensor shall provide to Licensee any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 13.

14. INSURANCE AND SUBROGATION.

- A. Licensee will maintain Commercial General Liability Insurance in an amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, and will name Licensor as an additional insured on the policy or policies. Licensee may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance maintained by Licensee with a certificate of insurance naming Licensor as an additional insured and providing the same with the NTP checklist.
- B. Licensee will maintain Workmen's Compensation coverage in the statutory required amount.

15. INDEMNIFICATION; HOLD HARMLESS.

- A. To the extent permitted by law, Licensee agrees to indemnify, defend and hold Licensor harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) to the extent caused by Licensee's installation, use, maintenance, repair or removal of the Communications Equipment, Licensee's use or occupancy of the Licensed Premises/Property, any other activity on or about the Licensed Premises/Property by Licensee or its agents or contractors, and/or for Licensee's breach of this Agreement, except to the extent attributable to the sole negligent or intentional act or omission of Licensor, its employees, agents or independent contractors.
- B. To the extent permitted by law, Licensor agrees to indemnify, defend and hold Licensee harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) to the extent caused by Licensor's installation, use, maintenance, repair or removal of the Tower, Licensor's use or occupancy of the

Property, any other activity on or about the Property by Licensor or its agents or contractors, and/or for Licensor's breach of this Agreement, except to the extent attributable to the sole negligent or intentional act or omission of Licensee, its employees, agents or independent contractors.

C. This section shall survive termination of this Agreement.

16. NOTICES.

All formal notices, requests, demands and other communications required or permitted under this Agreement shall be in writing unless otherwise specified in the Agreement and shall be deemed to have been duly made, given, and received by the Parties' representative at the addresses listed below or such different address as the Parties may designate in writing. Notices may be sent by email with a follow-up hard copy via United States first class, certified, registered, express, postage prepaid, return receipt requested mail, recognized overnight courier or by personal delivery. Notices will be deemed effective on the day received, except if received on a non-business day or after 5:00 p.m. Arizona time on a business day, in which case they will be effective on the next business day after receipt.

The address to which any notice or demand may be given to either Party may be changed on ten (10) days' prior written notice.

If to Licensor to: Smith Bagley, Inc. /Cellular One
 1500 S. White Mountain Road, Suite 103
 Show Low, Arizona 85901
 Attn: ETO – Network Services
 Email: ETO-RealEstate@cellularoneaz.com

With a copy to: Smith Bagley, Inc. /Cellular One
 1500 S. White Mountain Road, Suite 103
 Show Low, Arizona 85901
 Attn: Legal Department
 Email: legal@cellularoneaz.com

If to Licensee to: Winslow Police Department
 708 West 3rd Street
 Winslow, AZ 86047
 Attn: Chief of Police
 Phone: (928) 774-4621 ext. 209
 Email: john.pertuit@nilesradio.com

17. ENVIRONMENTAL LAWS.

A. As used herein, the term "Environmental Laws" shall mean any and all tribal, local, state or federal statutes, regulations or ordinances pertaining to the environment or natural resources. As used herein, the term "Hazardous Substance" shall mean any toxic or hazardous waste or substance (including, without limitation, asbestos and petroleum products) that is regulated by Environmental Laws.

- B. Licensee represents, warrants and agrees that it will conduct its activities on the Licensed Premises or the Property in compliance with all applicable Environmental Laws. Licensee agrees to defend, indemnify and hold Licensor harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees that Licensor may suffer due to the release of any Hazardous Substance on the Licensed Premises or Property or the migration of any Hazardous Substance to other properties or released into the environment, to the extent caused by Licensee or its agents or contractors on the Licensed Premises or Property.
- C. Licensor represents and warrants that it is compliant with all tribal, state, and federal laws and regulations regarding environmental studies, including NEPA studies and approval. Licensor agrees to defend, indemnify and hold Licensee harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees that Licensee may suffer due to a breach of the representations set forth herein and/or to the existence or discovery of any Hazardous Substance on the Licensed Premises or Property or the migration of any Hazardous Substance to other properties or released into the environment, to the extent caused by Licensor or its agents or contractors on the Licensed Premises or Property.
- D. The indemnifications in this Section 17 specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. The provisions of this Section 17 will survive the expiration or termination of this Agreement.

18. ASSIGNMENT AND SUBLEASING.

Licensee may not assign or sublet this Agreement without Licensor's consent, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing however, Licensor's consent shall not be required for Licensee to assign its interest in this Agreement or in the Licensed Premises, or to sublease all or any part of the Licensed Premises, to its parent company, or to any subsidiary or affiliate of it or its parent company, or to any successor-in-interest, provided any such assignee agrees to assume in full the Licensee's obligations under this Agreement.

19. FORCE MAJEURE.

Licensor shall not be liable to Licensee for any loss or damage to the Licensed Premises, Licensee's use or its Equipment due to fire, other casualty, act of God, the bursting or leakage of any water, gas, sewer or steam pipes, theft or any other act or neglect of any third party unless such loss or damage was caused by the negligent act or omission or the willful misconduct of Licensor, its agents, servants, employees, contractors, licensees or invitees.

20. DISCLAIMER OF WARRANTIES, INCIDENTAL AND CONSEQUENTIAL DAMAGES.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, REGARDING THE LICENSED PREMISES, THE TOWER OR THE EASEMENT. UNDER NO CIRCUMSTANCES SHALL LICENSOR OR LICENSEE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF BUSINESS.

21. MISCELLANEOUS.

- A. Each of the undersigned warrants that he or she has the full right, power, and authority to execute this Agreement on behalf of the Party indicated, and understand that the Puerco Valley Fire District Board has the authority to approve this Agreement pursuant to Arizona Revised Statutes §48-805(B)(2)(b).
- B. Each Party agrees to furnish to the other, within thirty (30) days after request, such truthful estoppel information as the other may reasonably request.
- C. This Agreement and the applicable terms of the sublease constitute the entire agreement and understanding of the Parties and supersede all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both Parties.
- D. Either Party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other Party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.
- E. Each Party agrees to not record this Agreement. If ownership of the Property is recorded in County records, Licensor acknowledges that upon request Licensor shall execute a commercially reasonable memorandum of agreement in recordable form which may be recorded by Licensee in the official records of the County.
- F. This Agreement shall be construed in accordance with the laws of the State of Arizona and any action arising out of this Agreement shall be brought in the Superior Courts of the state of Arizona.
- G. If any term of this Agreement is found to be void or invalid such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, inasmuch as the remaining material provisions of the Agreement remain intact and enforceable.
- H. Whenever under the Agreement, the consent or approval of either Party is required or a determination must be made by either Party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

- I. Upon receipt of Licensor's written request and within fifteen (15) days after said request, Licensee shall execute, acknowledge and deliver to Licensor, a commercially reasonable certificate stating to Licensee's actual knowledge that: This Agreement is in full force and effect and has not been modified, supplemented or amended in any way, except as specified in such certificate there are no existing defenses or onsets, except as specified in such certificate; Licensee has not paid any License Fee in advance, except as specified in such certificate; Licensee is not in default in the payment of the License Fee or any of the other obligations required of Licensee under this Agreement; and Licensee has paid License Fee, additional charges and any other payments due Licensor as of the date set forth in the certificate.
- J. Nothing herein contained shall be deemed or construed by the Parties hereto, or by any other party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto. Neither the method of computation of the License Fee, nor any other provision contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto other than that set forth hereto.
- K. Licensor will cooperate with and permit Licensee, at Licensee's sole cost and expense, to implement reasonable measures in order for Licensee to fulfill its RF exposure obligations at the transmitting site, including restricting public access and posting signs and markings.
- L. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or a breach of any other provision of this Agreement.
- M. The Parties herein acknowledge and agree that this Agreement may be executed with electronic signatures in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. Further, such signatures shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such electronic signature were an original thereof. In the event that any signature is delivered by email delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of last date of execution below.

LICENSOR:

LICENSEE:

Smith Bagley, Inc.,

City of Winslow

By:

By:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

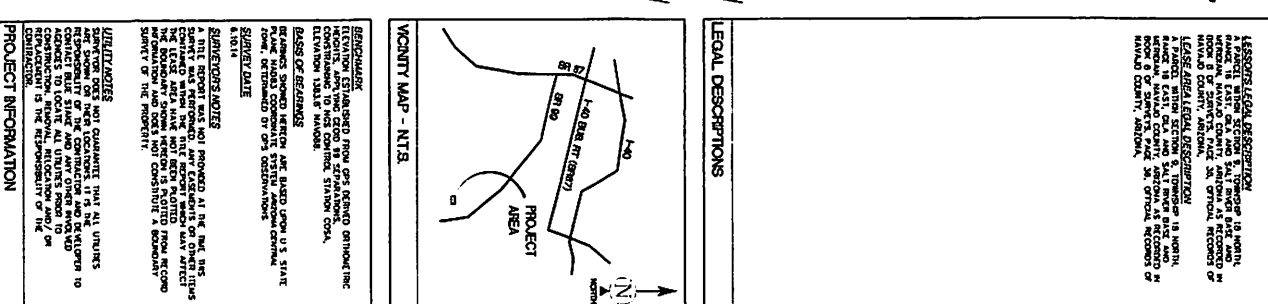
Date: _____

Collo License Agreement
SBI/Winslow Police Department
Licensor Site Name: Winslow AZNA0002A
Licensee Site Name: Winslow East Ichiban

Exhibit "A"

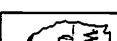
Property

Collo License Agreement
SBI/Winslow Police Department
Licensor Site Name: Winslow AZNA0002A
Licensee Site Name: Winslow East Ichiban



CELLULARONE OF NE ARIZONA
1500 SOUTH WHITE MOUNTAIN RD
SHOW LOW, AZ 85901
PHONE: 520.531.0500

PREPARED BY:



2025 E. Rogers Rd. Suite B-191
Chandler, AZ 85249
(480) 535-9172 ext 400
(480) 215-0150 fax

CELLULARONE OF NE ARIZONA
1500 SOUTH WHITE MOUNTAIN RD
SHOW LOW, AZ 85901
PHONE: 520.531.0500

CURRENT ISSUE DATE

8/17/15



(created: 3/21/2015)

REVISIONS

NO.	DATE	DESCRIPTION
1	03/14	PREFINAL
2	07/15	REVISED TOWER
3		
4		

SITE NUMBER

-

SITE NAME

WINDSLOW

SITE ADDRESS

ADDRESS
CITY, AZ ZIP

SHEET TITLE

SITE SURVEY

SHEET NUMBER

C-1

Exhibit "B"

Site Plan and Tower Equipment

Exhibit "C"

Approved Equipment

CELLULARONE®

CO- LOCATION APPLICATION

CELLULARONE®

Complete, print and sign this form. Send one copy of the signed document to Network Services/Site Acquisition, CellularOne, 1500 S. White Mtn. Rd., Show Low, AZ 85901.

A \$2,500 Tower Co-Location Application Fee must be included with your application and is not refundable. Make checks payable to CellularOne.

DATE OF SUBMITTAL		11/15/2022		PROJECTED INSTALLATION DATE		1/15/2023	
SITE INFORMATION							
CELLULARONE SITE NAME:				Winslow			
CUSTOMER SITE NAME:				Winslow East Ichebon			
SITE ADDRESS				963 Ichiban Drive			
CITY		Winslow		COUNTY		Navajo	
STATE		AZ		ZIP		86047	
LATITUDE		34-58-16.99N		LONGITUDE		110-39-9.44W	
SITE TYPE				(Guyed, Lattice, Monopole, Roof, Other)			
Self-Support							
APPLICANT INFORMATION							
LICENSED ENTITY NAME (Full Legal Name For Use in Contracting)				City of Winslow			
NOTIFICATION ADDRESS				708 W Third Street			
CITY				Winslow			
NOTIFICATION ADDRESS ADDITIONAL				Attm:			
CITY				STATE			
				AZ			
				ZIP			
				86047			
NOTIFICATION ADDRESS ADDITIONAL				Attm:			
CITY				STATE			
				ZIP			
NOTIFICATION ADDRESS ADDITIONAL				Attm:			
CITY				STATE			
				ZIP			
BILLING ADDRESS				708 W Third Street			
CITY				Winslow			
				Attm:			
				POLICE RADIO			
				STATE			
				AZ			
				ZIP			
				86047			
FEDERAL TAX ID #							
CONTACT INFO							
CONTACT INFO		FIRM OR CONTACT NAME		TELEPHONE		FAX	
E-MAIL							
SIGNATORY							
LEGAL							
NOTIFICATION							
RF ENGINEER		Niles Radio Communications - John Lindsey		928-774-621		john@nilesradio.com	
CONSTRUCTION ENGINEER							
REAL ESTATE SITE ACQ							
EMERGENCY CONTACT							
INSTALLATION CONTRACTOR							
ACCOUNTS PAYABLE							
OTHER							
Please, list each address on separate sheet for the above contacts if different from the mailing address							
GROUND SPACE REQUIREMENTS							
LOCATION OF CUSTOMER EQUIPMENT		Prefab equipment shelter		OUTDOOR SHELTER (Customer Building)		BTS	
LEASED GROUND SPACE DIMENSIONS (H x W x D) (ft)		Need rack in C1 shelter		CONCRETE PAD DIMENSIONS (W x D) (ft)			
COMMENTS:				POWER PROVIDED BY (check box):		CELLONE PROVIDED ☐	
						UTILITY COMPANY DIRECT ☐	
TELCO/INTERCONNECT REQUIREMENTS		POTS ☐		TI ☐		MICROWAVE ☐	
						FIBER OPTICS ☐	
GENERATOR INFORMATION		APPLICANT PROVIDED ☐		CELLONE PROVIDED ☐		NONE ☐	
		MANUFACTURER		MAKE/ MODEL		CAPACITY (kW)	
FUEL INFORMATION		FUEL TYPE		TANK SIZE (Gal)		BODY TYPE	

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BUILDING OR SHELTER SPACE REQUIREMENTS AND TRANSMITTER EQUIPMENT

	TRANSMITTER #1	TRANSMITTER #2	TRANSMITTER #3	TRANSMITTER #4	TRANSMITTER #5	TRANSMITTER #6
MANUFACTURER	TAIT	CAMBUM				
TYPE & MODEL	9400	PTP-820S				
TYPE of SERVICE	VHF P25 Radio	Microwave				
RACK DIMENSIONS (H x W x D)	6' Rack					
CABINET DIMENSIONS						
BTS DIMENSIONS						
ODU DIMENSIONS (H x W x D)						
ODU WEIGHT						
CALL SIGN	KOM858 PENDING UPDATE	220809COMSD504 - COMSEARCH COORDINATION APPROVED				
TX FREQUENCY	154.875	19585				
TX POWER OUTPUT	50	22dBm				
RX FREQUENCY	155.595	18025				
ERP	260	60.6dBm				
AVERAGE MONTHLY POWER CONSUMPTION (kW)	21.6	21.6				
ELECTRIC SERVICE REQUIRED (Amps/Volts)	120VAC 20A	120VAC 20A				
Number of OUTLETS	2	2				
COMBINER / Number of PORTS						
CABINET ALSO CONTAINS (OTHER EQUIPMENT)						
If there are more than six transmitters located at the site, please refer to attachment. Is there an Attachment? (check box):			YES ☐ NO ☐			

MICROWAVE SPECIFICATIONS, MOUNTING HARDWARE AND FREQUENCY INFORMATION

TYPES OF MICROWAVE DISHES	MICROWAVE #1	MICROWAVE #2	MICROWAVE #3	MICROWAVE #4	MICROWAVE #5	MICROWAVE #6
ANTENNA QUANTITY	1					
TX/RX or DUPLEX	DUPLEX					
MANUFACTURER	CAMBUM					
TYPES OF MICROWAVE DISHES	DISH					
MODEL #	N180082D052A					
ANTENNA WEIGHT (Per Antenna)	18					
ANTENNA DIMENSIONS (H x W x D) (Indicate feet or inches)	2'X2'X2'					
ANTENNA MOUNT HEIGHT	30.48m					
MOUNT TYPE, Make/Model (Include Cut Sheet)	INTEGRATED					
TOWER LEG						
AZIMUTH/ DIRECTION of RADIATION	323					
TX FREQUENCY	19585					
RX FREQUENCY	18025					
TRANSMIT BAND OF FREQUENCIES	18Ghz					
RECEIVE BAND OF FREQUENCIES	18Ghz					
ANTENNA GAIN (dBi)	38.6dBi					
# of LINES PER ANTENNA	2					
LINE TYPE	CAT6E ETH STP					
LINE DIAMETER	12mm					

All frequencies must be actual operating frequencies	Is equipment transmitting on unlicensed frequencies? (check box)	YES ☐ NO ☒
--	---	---

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ANTENNA SPECIFICATIONS, MOUNTING HARDWARE, AND FREQUENCY INFORMATION

TYPES OF ANTENNAS	ANTENNA/SECTOR #1	ANTENNA/SECTOR #2	ANTENNA/SECTOR #3	ANTENNA/SECTOR #4	TMA/TTA	RRH/RRU
ANTENNA QUANTITY	1					
TX/RX or DUPLEX	DUPLEX					
MANUFACTURER	TELEWAVE					
TYPES OF ANTENNAS	OMNI					
MODEL #	ANT150F2					
ANTENNA WEIGHT (Per Antenna)	10lb					
ANTENNA DIMENSIONS (HxWxD) (Indicate feet or inches)	60"					
ANTENNA MOUNT HEIGHT	100'					
ANTENNA SEPARATION	N/A					
RAD CENTER AGL	102.5'					
MOUNT TYPE, Make/Model (Include Cut Sheet)	TBD					
TOWER LEG						
AZIMUTH/ DIRECTION of RADIATION	270					
TX FREQUENCY	154.875					
RX FREQUENCY	155.595					
TRANSMIT BAND OF FREQUENCIES	VHF					
RECEIVE BAND OF FREQUENCIES	VHF					
ANTENNA GAIN (dBi)	4.65 dBi					
# of LINES PER ANTENNA	1					
LINE TYPE	HELIAX					
LINE DIAMETER	1/2"					
All frequencies must be actual operating frequencies.						
Is equipment transmitting on unlicensed frequencies? (check box) YES ☐ NO ☒						

Winslow Police Department installation of VHF P25 Simulcast Radio for Police Use - With Microwave Link Radio to Winslow Police Department

AUTHORIZED CUSTOMER SIGNATURE SIGNED JOHN M. LINDSEY - NILES RADIO COMMUNICATIONS - 11/15/2022

Applicant acknowledges that all modifications to the tower, grounds, surrounding structures, and other property must be authorized in writing by CellularOne.

Application will remain valid for a period of sixty (60) days from the Date of Submittal on page one of application;
except as otherwise provided in the applicable Master Lease Agreement between CellularOne and Customer, if any.

PLEASE INCLUDE THE FOLLOWING DOCUMENTS WITH YOUR SIGNED APPLICATION:

1. A LEGIBLE COPY OF YOUR FCC LICENSE
2. MANUFACTURERS' SPECIFICATION SHEETS FOR PROPOSED SHELTERS, ANTENNAS, MOUNTING HARDWARE, CABLES, GENERATORS, ETC.
3. A TOWER SKETCH THAT INCLUDES THE GROUND AND TOWER VIEWS.

CELLULARONE®

Exhibit "D"

(Redacted Ground Lease

Between

F Bar Cattle Company, L.L.C.

And

Cellular One of North East Arizona, a division of Smith Bagley, Inc)

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (collectively referred to as "Lease" or "Lease Agreement," or "Agreement") is made and entered into as of January 1, 2021 by and between **F Bar Cattle Company, L.L.C.**, an Arizona limited liability company ("**Lessor**"), and **Cellular One of North East Arizona**, a division of **Smith Bagley, Inc.**, a District of Columbia corporation, ("**Lessee**"), also referred to herein as "**Party**" individually, and "**Parties**" collectively.

1. **Premises.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain real property particularly described as follows:

See **Exhibit "A"** attached hereto and incorporated herein by this reference.

2. **Use.** Lessor hereby grants permission to Lessee to occupy the Leased Premises to install, construct, and operate a transmission tower, and radio and microwave communications equipment (referred to throughout this Agreement as "**Communications Facility**"). Such equipment shall include, but not be limited to, an equipment building and an emergency gasoline-, propane-, butane-, diesel-, or other fuel powered generator at a location on the Leased Premises suitable for Lessee's needs. The Lessee shall not install strobe aircraft warning lights and shall only use flashing red lights on the communication facility. The building will house equipment necessary for Lessee's communication operations. The emergency generator will be used at Lessee's option, but in most cases only in the event of a power failure. For the purposes of this Lease, the transmission tower and all of Lessee's equipment, building, generator, cables, wires, antennas, switches, microwave dishes, and accessories shall hereinafter collectively be referred to as "**Communications Facility**."

3. **Term.**

A. **Primary Term.** The Primary Term of this Lease shall be for five (5) years and shall commence on January 1, 2021 (the "**Commencement Date**") and shall terminate at midnight on December 31, 2025 unless sooner terminated as provided herein.

B. **Extended Terms.** Lessee is granted the option to extend the Primary Term of this Lease for Four (4) additional periods of Five (5) years each ("**Extended Terms**") provided Lessee has materially abided by the terms and conditions of this Lease and is not in default hereunder. Each Extended Term shall automatically occur unless Lessee provides written notice to Lessor of its intention to not extend the term during the last three (3) months of the primary term or any extension thereof, as the case may be, but in no event shall such notice be less than thirty (30) days prior to the expiration of any such term.

4. **Rent.**

- A. **Rent Terms.** Lessee agrees to pay Lessor, as Rent for the Leased Premises, the annual sum of [REDACTED]. Payments shall be sent to the address designated under "Lessor" in Section 8 of this Agreement.
- B. **Rent Adjustment.** The amount of rent payable hereunder, as stated in Section 4.A above, shall increase by [REDACTED] annually beginning January 1, 2022 and on January 1 every year thereafter during the Initial Term and any Extended Term.
- C. **Prorated Rent.** [REDACTED]

5. **Access and Utilities.** Lessee is hereby given and granted rights-of-way for ingress, egress, and regress to the Leased Premises over, under, upon, and across adjoining lands and rights-of-way owned by Lessor as may be required for the purpose of erection, installation, operation, inspection, repair, maintenance, and removal of Lessee's Communications Facility and other necessary appurtenances and an easement thereon for telephone lines and power lines used in connection with Lessee's Communications Facility ("Access Easement"). If practicable in Lessee's opinion, such rights-of-way for ingress, egress, and regress and such easement for utilities shall be over existing roads, parking lots, and roads that may be established by Lessee hereafter. Lessee shall improve any Access Easement by grading, graveling, or paving it. If use of said Access Easement should become impractical during the term, or extended terms, of this Lease, Lessor agrees to provide alternative rights-of-ways. The Utility Easement shall be for the installation, operation, inspection, maintenance, and repair (whether by Lessee or by Lessee's designated Utility Companies) of necessary utilities from the point of connection with the Utility Companies' distribution networks to Lessee's building located on the Leased Premises. The Utility Easement shall be sufficiently wide for providing the applicable utilities to the Leased Premises, but in no event wider than thirty (30) feet.

It is understood that Lessee and the Utility Companies providing services to Lessee shall have access to all areas of the Leased Premises and rights-of-way owned by Lessor as necessary for installation, operation, inspection, maintenance, and/or repair of such services. Lessor shall advise Lessee of any Utility Company requesting an easement under, over, upon and/or across the Leased Premises.

6. **Utilities at Lessee's Cost.** Lessee shall be solely responsible for and promptly pay all charges for gas, electricity, telephone service, or any other utility used or consumed by Lessee on the Leased Premises. If necessary, Lessee shall have an electrical current meter installed at the Leased Premises, and the cost of such meter and of installation, maintenance, and repair thereof shall be paid for by Lessee.

7. **Holding Over.** Should Lessee, with Lessor's consent, hold possession of the Leased Premises or any portion thereof after the date upon which the Leased Premises are to be surrendered, Lessee will become a Lessee on a month-to-month basis upon all the terms, covenants, and conditions of this Lease except those pertaining to Lease term and, during any such month-to-month tenancy, Lessee shall pay monthly rent in the amount which was paid by Lessee during the immediately preceding Lease year. Lessee will continue occupancy from month-to-month until terminated by Lessor or Lessee by the giving of thirty (30) days written notice to the other. Nothing in this Section is to be construed as a consent by Lessor to the occupancy or possession of the Leased Premises by Lessee after the expiration of the Lease term.

8. **Notice.** All notices or demands are deemed to have been given or made when delivered in person or mailed by certified, registered, or express mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective Parties as follows:

Lessor:

F Bar Cattle Company, LLC
[REDACTED]
7542 E. Navarro Ave.
Mesa, Arizona 85209

Lessee:

Smith Bagley, Inc.
Cellular One of North East Arizona
1500 S. White Mountain Road
Show Low, Arizona 85901
Attn: Chief Legal Officer

The address to which any notice or demand may be given to either Party may be changed by written notice.

9. **Liability and Indemnity.** Lessee agrees to indemnify and save Lessor harmless from any and all liability, claims, lawsuits, and costs, including reasonable attorneys' fees, costs and expert witness' fees, arising from or in any way relating to Lessee's use of the Leased Premises or this Lease Agreement. Lessee agrees to use and occupy the Leased Premises at Lessee's own risk, and hereby releases Lessor, its agents and employees, from any and all liability, claims, lawsuits or costs, or any other damages or injuries to the fullest extent permitted by law. Lessor, in turn, agrees to indemnify and save Lessee harmless from all liability, claims, lawsuits, and costs, including reasonable attorneys' fees, costs and expert witness' fees arising from or in any way relating to Lessor's use of the Leased Premises or this Lease Agreement.

10. **Termination.** In addition to as otherwise provided in this Agreement, this Agreement may be terminated, without any penalty or further liability accruing thereafter, immediately upon written notice or as otherwise provided below, as follows:

- A. By Lessor, if Lessee fails to make any monetary payment due under this Agreement within ten (10) days after Lessee's receipt of written notice of default from Licensor;
- B. By Lessor if Lessee defaults (other than a default described in Section 11 A. below) and fails to cure such default within thirty (30) days after written notice of such default is received; provided, however, that if such default is capable of being cured, but not within such thirty (30) day period, this Agreement may not be terminated so long as Lessee commences appropriate curative action within such thirty (30) day period and thereafter diligently prosecutes such cure to completion as promptly as possible;
- C. By Lessee if any part of Lessee's Tower or other improvements, fixtures or equipment is damaged and/or destroyed by fire or other casualty, or taken by in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Lessee may terminate this Agreement by providing written notice to Lessor, which termination shall be effective as of the date of such damage and/or destruction, or the vesting of title in such taking;
- D. By Lessee provided Lessee is not in default hereunder beyond applicable notice and cure periods, Lessee shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to Lessor.

- E. By Lessee upon sixty (60) days prior written notice if Lessee determines, in its reasonable discretion exercised in good faith, that based on (i) technology, or (ii) changes in system design or system usage patterns, Lessee's use of the Communications Equipment (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Lessee's communication system;
- F. By either Party upon a default of any covenant or term of this Agreement by the other Party which default is not cured within thirty (30) days of receipt of written notice of default (without, however, limiting any other rights available to the Parties pursuant to any other provisions of this Agreement);
- G. By either Party upon sixty (60) days prior written notice if it is unable to obtain or maintain any license, permit or other permits necessary for the construction and/or operation of its equipment, improvements, business or intended use of the Licensed Premises and/or Property; or
- H. By either Party upon a default of any covenant or term of this Agreement by the other Party which default is not cured within thirty (30) days of receipt of written notice of default (without, however, limiting any other rights available to the Parties pursuant to any other provisions of this Agreement); or abandonment.

11. Defaults and Remedies.

- A. Notwithstanding anything in the Lease to the contrary, neither Party shall be in default under this Lease until thirty (30) days after receipt of written notice of a default from the other Party, or such shorter period as may be provided in the Lease, regulations and/or guidelines (the "cure period"); provided, however, where any such default cannot reasonably be cured within such cure period, the Party alleged to be in default shall not be deemed to be in default under the Lease if said Party commences to cure such default within said cure period and thereafter diligently pursues such cure to completion, provided that in no event shall the cure period extend beyond sixty (60) days.

- B. In the event of either Party's failure to comply with any material provision of this Lease, the other Party may, at its option, cure the default of the other Party at the expense of the defaulting Party, without affecting its right to demand, sue for, and collect all of its damages arising out of the other Party's default, or terminate this Lease without affecting its right to sue for any other damages to which it may be entitled. The failure by either Party to make timely payment of all fees or amounts due and payable in connection with the use of the Leased Premises that would adversely affect Lessee's use of Leased Premises shall be deemed to be a material breach of this Lease, and shall entitle the other Party to terminate this Lease unless such amounts are paid within fifteen (15) days after written notice of nonpayment. The prevailing Party in any dispute arising under or related to this Lease shall be entitled to recover its reasonable attorneys' fees, costs and expert witness' fees.
- C. The rights and remedies stated in this Lease are not exclusive; and the Parties, in the event of a breach hereof or a dispute, are entitled to pursue any of the remedies provided herein, by law, or by equity.
- D. No course of dealing between the Parties or any delay on the part of a Party to exercise any right it may have under this Lease shall operate as a waiver of any of the rights hereunder or by law or equity provided, nor shall any waiver of any prior default operate as a waiver of any subsequent default, and no express waiver shall affect any term or condition other than the one specified in such waiver and that one only for the time and in the manner specifically stated.
- E. In the event either Party shall be rendered unable in whole or in part by force majeure to carry out any covenant, agreement, obligation or undertaking to be kept or performed by such Party under this Lease, such covenant, agreement, obligation or undertaking, insofar as the same shall be affected by such force majeure, shall be suspended during the continuance of any liability so caused, and such default shall be remedied with all reasonable dispatch. The term "force Majeure" as employed in this section shall include acts of God, strikes, lockouts, or other, acts of a public enemy, war, blockades, riots, epidemics, earthquakes, explosions, accidents, the delays of carriers, or inability by reason of governmental regulation to obtain materials, acts of public authorities, or other causes whether or not of the same kind as specifically enumerated, not within the control of the Party claiming suspension and which by the exercise of due diligence or the payment of money such Party is unable to overcome.
- F. If it is determined that Lessee is in default of this Lease Lessee shall be responsible for the remaining term of this Lease in effect at time of default; and remaining term shall be paid in full within sixty (60) days upon receipt of a notice of default.

12. **Taxes.** Lessee shall pay annually an amount equal to any increase in real estate taxes that are directly attributable to any improvement to the Leased Premises made by Lessee, and Lessor shall pay annually when due all other real estate taxes and assessments attributable to the Leased Premises. If Lessee's share of such tax is paid by Lessor, Lessee shall reimburse Lessor for the amount of any such tax payment within sixty (60) days of receipt of sufficient documentation indicating the amount paid and the calculation of Lessee's pro-rata share. Upon written request by Lessee, Lessor shall furnish evidence of payment of assessments and Lessor's share of all taxes.

13. **Insurance.** Lessee, at Lessee's expense, shall maintain in force during the term of the Lease a combined single limit policy of bodily injury and property damage insurance, with a limit of not less than \$1,000,000.00 insuring Lessor and Lessee against all liability arising out of the Lessee's use, occupancy, or maintenance of the Leased Premises, which policy shall be endorsed as a primary insurance to Lessor.

14. **Tests.** Lessee is hereby given the right to survey, soil test, radio coverage test, and to conduct any other investigations needed to determine if the surface and location of the Leased Premises is suitable for Lessee's use as intended by this Lease.

15. **Fixtures.** Lessor covenants and agrees that no part of the improvements constructed, erected, or placed, including but not limited to, the tower, storage cabinets or buildings, or fencing by Lessee on the Leased Premises or other real property owned by Lessor shall be or become, or be considered as being, affixed to or a part of Lessor's real property; and any and all provisions and principles of law to the contrary notwithstanding, it is the specific intention of Lessor to covenant and agree hereby that all personal property and improvements of every kind and nature constructed, erected, or placed by Lessee on the Leased Premises, or other real property owned by Lessor, shall be and remain the property of the Lessee despite any default or termination of this Lease.

16. **Assignment and Subletting by Lessee.** Lessee may, without Lessor's consent, assign or sublet any or all of Lessee's interest in this Lease, any part thereof, the leaseholder's interest of Lessee created hereby, and/or any or all of Lessee's right, title, and interest in and to any or all of the Leased Premises provided that each such assignment or sublease is expressly made subject to the provisions of this Lease. Notwithstanding the above, the Parties agree that any additional Lessee on the Communications Facility shall be a sublessee of Lessee.

17. **Right of First Refusal.** If Lessor elects, during the Term (i) to sell or otherwise transfer all or any portion of its interest in this Lease or its interest in this Lease or its interest in the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property leased by Lessee, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, Lessee shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If Lessee fails to meet such bona fide offer within thirty (30) days after written notice thereof from Lessor, Lessor may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

18. **Rights Upon Sale.** Should Lessor, at any time during the Term decide to sell or transfer all or any part of Lessor's right to the Property to a purchaser or transferee other than Lessee, then (i) this Agreement shall remain in full force and effect and such sale or transfer shall be under and subject to this Agreement and any such purchaser or transferee shall recognize Lessee's rights hereunder under the terms of this Agreement, and (ii) Lessee shall have the right to look to Lessor and the purchaser or transferee for the full performance of this Agreement.

19. **Permits.** Lessor acknowledges that following the execution of this Lease, Lessee will be contacting the appropriate local governmental agencies for the purpose of obtaining all building permits and approvals, zoning changes and/or approvals, variances, use permits, and other governmental permits and approvals (collectively, "Permits") necessary for the construction, operation, and maintenance of the Communications Facility. Lessor agrees to fully cooperate with Lessee in obtaining the Permits and, without limiting the generality of the foregoing, to execute any applications, maps, certificates, or other documents that may be required in connection with the Permits.

20. **Consent.** Whenever under the Lease the consent or approval of either Party is required or a determination must be made by either Party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

21. **Debt Security.** Lessee may, without Lessor's consent, pledge, mortgage, convey by deed of trust, assign, create a security interest in, or otherwise execute and deliver any and all instruments for the purpose of securing any bona fide indebtedness or evidence thereof any or all of Lessee's interest in this Lease, any part thereof, the leaseholder's interest of Lessee created hereby, and any and all of Lessee's right, title, and interest in and to any and all of the Communications Facility. Promptly on Lessee's or Lessee's lenders request, Lessor shall execute and deliver, and shall assist in facilitating the execution and delivery of all documents requested by any of Lessee's lenders including but not limited to waivers of Lessor's right to levy or distrain upon for rent any of Lessee's property given as security for a debt, consents that none of the Communications Facility shall become fixtures, consents as to the procedure for Lessee's lenders sale of the Communications Facility, consents to giving of notice to Lessee's lenders in the event of Lessee's default under the provisions of the Lease, consents to Lessee's assignment to Facility, and subordinations of Lessor's and Lessor's lenders' interests to that of Lessee's lenders. Lessor hereby covenants, represents, and warrants for Lessee's reliance thereon that all persons and entities who, at the time of Lessee's execution of this Lease and/or thereafter, hold a security interest in any and all of this Lease, the Leased Premises, any portion thereof, and improvements and personal property thereon securing any indebtedness of Lessor, Lessor's predecessors or successors in interest promptly on Lessee's or Lessee's lenders' request shall execute and deliver to Lessee's lenders documentation evidencing Lessor's agreement to subordination of Lessor's interest therein to the present and future interest of Lessee's lenders. Failure of Lessor and all other persons and entities to execute and deliver to Lessee's lenders all documents requested by said lenders shall entitle Lessee to terminate this Lease immediately without and further obligation to Lessor.

22. **Hazardous Substances.** Lessor represents that it has not made any use of the Premises that has resulted in any environmental contamination or violation of any local, state or federal environmental laws or regulations and Lessor states that it will not make any use of the premises that will result in any such environmental contamination or violation of any local, state or federal environmental laws or regulations.

Lessee will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to Lessee's activities on the Premises.

Lessee shall hold Lessor harmless and indemnify Lessor from and assume all duties, responsibility and liability at Lessee's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding including, but not limited to, providing an attorney, paying all reasonable attorneys' fees, costs and expenses, paying any and all settlement payments or judgments or awards which is in any way related to: (i) Lessee's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect from conditions caused by Lessee's activities on the Property; and (ii) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are specifically caused by Lessee's activities.

Notwithstanding the foregoing, Lessor acknowledges that Lessee is permitted to and will use at the Leased Premises those Hazardous Substances customary to the operation of the Communications Equipment, and that Lessee shall be solely liable for the proper use, storage, and removal of those Hazardous Substances used by Lessee in the operation of the Communications Equipment at the Leased Premises.

For purposes of this Section, "Hazardous Substance" means:

- A. Hazardous substances, hazardous materials, toxic substances, or solid waste (as defined or classified now or hereafter by local, state and/or federal law, statute, ordinance or regulation, the foregoing being referred to collectively herein as "Environmental Law");
- B. Flammable explosives, radioactive materials, petroleum, asbestos, or polychlorinated biphenyls; and,
- C. Waste, refuse, substance, element, compound or mixture, including disease-causing agents, which after release into the environment cause contamination, and which will or may reasonably be anticipated to cause any organism, either directly or indirectly through the feed chain, death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions including malfunctions in reproduction or physical deformations in such organisms or their offspring, including but not limited to crude oil or any fraction thereof, natural gas, liquefied natural gas or synthetic gas.

The provisions of this Paragraph 22 shall survive termination of this Lease.

23. **Initial Dispute Resolution.** If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute first through direct discussions between each other or the Parties' representatives, who shall have the authority to settle the dispute. If the Parties' representatives are not able to promptly settle the dispute the Parties shall submit the dispute to mediation.

24. **Mediation.** If the dispute cannot be settled pursuant to the provisions of Paragraph 23 of this Lease, the Parties shall endeavor to settle the dispute by mediation. Once one Party files a request for mediation with the other Party the Parties agree to conclude such mediation within sixty (60) days of filing of the request. Either Party may terminate the mediation at any time after the first session, but the decision to terminate shall be delivered in person to the mediator. Any mediation shall take place under the laws governing mediation in the State of Arizona.

25. **Cost of Dispute Resolution.** The prevailing Party in any dispute arising out of or relating to this Agreement or its breach that is resolved by a binding dispute resolution procedure shall be entitled to recover from the other Party reasonable attorneys' fees, costs and expenses incurred by the prevailing Party in connection with such dispute resolution process.

26. **Fences.** During the Lease Term, and in exercising the rights, powers, privileges, and immunities provided hereunder, Lessee shall fence in only that portion of the Leased Premises as is reasonably needed for Lessee's improvements and for the proper and efficient operation and protection of Lessee's Communications Facility. In most cases Lessee will only fence reasonable areas around Lessee's building, transmission tower, and each individual guy anchor (if a guyed tower is utilized). Lessor shall not prohibit Lessee's access to the Leased Premises, or be entitled to use such portion so fenced, for any purposes. However, Lessor shall have the privilege of using that portion of the surface of the Leased Premises not enclosed by fence so long as Lessor does not interfere with Lessee's operations. Lessor further agrees to indemnify and save Lessee harmless from all claims arising or alleged to arise from any act or omission of Lessor or Lessor's agents, employees, or contractors, or other Lessees of Lessor within such portion of the Leased Premises not fenced in, and this indemnity shall survive the termination of this Lease.

27. **Condemnation of Leased Premises.** In the event that any government, public body, or other condemning authority shall take, or if Lessor shall transfer in lieu of such taking, all or such part of the Leased Premises thereby making it physically or financially infeasible for the Leased Premises to be used in the manner intended by this Lease, Lessee shall have the right to terminate this Lease effective as of the date of the taking by the condemning Party and the rental shall be prorated appropriately. However, if only a portion of the Leased Premises is taken, and Lessee does not elect to terminate this Lease under this provision, then rental payments provided under this Lease shall continue.

28. **Entire Agreement and Binding Effect.** This Lease and attached exhibits, as signed by the Parties hereto, constitute the entire agreement between Lessor and Lessee; no prior written promises, nor prior, contemporaneous, or subsequent oral promises or representations, shall be binding. This Lease shall not be amended or changed except by written instrument signed by the Parties hereto. Any strikeouts and/or hand written changes to this Lease shall be void and have no effect. Section captions herein are for convenience only and neither limit nor amplify the provisions of this Lease. The invalidity of any portion of this Lease shall not have any effect on the balance thereof. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of said Lessor and Lessee.

29. **Choice of Law.** The Parties expressly acknowledge and agree this Lease shall be construed and enforced in accordance with the laws of the State of Arizona. Further, the Parties agree that any suit filed to enforce or interpret this Agreement shall be filed solely with the appropriate court in Navajo County, Arizona.

30. **Waiver.** The failure of either Party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

31. **Knowing Consent and Authority to Consent.** The Parties knowingly and expressly consent to the foregoing terms and conditions. Each signatory is authorized to enter into the Lease on behalf of its respective Party.

32. **Jointly Drafted.** The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be constructed neither against nor in favor of either Party but shall be constructed in a neutral manner.

33. **Relationship of the Parties.** Nothing in this Lease shall be deemed to constitute a partnership or joint venture between the Parties, nor shall either Party be deemed the agent of the other. This Lease shall not be construed to create rights, expressed or implied, on behalf of, or for the use of, any parties, aside from F Bar Cattle Company, LLC and Smith Bagley, Inc., a District of Columbia corporation and shall not be obligated, separately or jointly, to any third parties or any third party beneficiaries by virtue of this Lease.

34. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such ".pdf" signature page were an original thereof.

35. **Other Conditions.**

- A. Lessor and Lessee shall cooperate fully in maintaining in full force and effect during the term of this Lease and any extension thereof all necessary permits and approvals, zoning approvals, variances, use permits and other governmental permits and approvals ("Local Permits") necessary to carry out the intent of this lease.
- B. Whenever under the Lease the consent or approval of either Party is required or a determination must be made by either Party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.
- C. Lessor covenants that the Lessee shall upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, peaceably and quietly hold and enjoy the Demised Premises during the term of this Lease or as it may be extended without hindrance, ejection or molestation by the Lessor, any person or persons claiming under the Lessor or any other Lessee of the Lessor, subject to Lessor's right of access to the Leased Premises for the purposes described herein.
- D. This Lease shall supersede any prior agreements between the Parties.

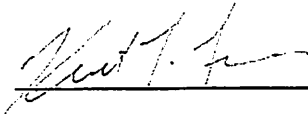
IN WITNESS WHEREOF, Lessor and Lessee have signed and sealed this Lease as of the date and year first above written.

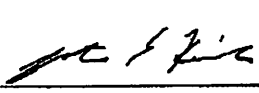
LESSOR:

LESSEE:

F Bar Cattle Company, LLC

Smith Bagley, Inc.

By: 

By: 

Name: Kent T. Floke

Name: Justin E. Hinkle

Title: Manager

Title: Chief Executive Officer

TITLE	Winslow F Bar Ground Lease Sig page
FILE NAME	PE TBE Sig Page_W... Ground Lease.pdf
DOCUMENT ID	049c9c807c9b80b3ba1e4352f88c76894ebc532d
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	◉ Completed

Document History



SENT

12 / 28 / 2020
09:24:14 UTC-7

Sent for signature to Justin E. Hinkle
(jhinkle@cellularoneaz.com) from lspencer@cellularoneaz.com
IP: 159.118.161.242



VIEWED

12 / 28 / 2020
09:40:07 UTC-7

Viewed by Justin E. Hinkle (jhinkle@cellularoneaz.com)
IP: 192.199.225.60



SIGNED

12 / 28 / 2020
09:40:26 UTC-7

Signed by Justin E. Hinkle (jhinkle@cellularoneaz.com)
IP: 192.199.225.60



COMPLETED

12 / 28 / 2020
09:40:26 UTC-7

The document has been completed.



LEASE EXHIBIT "A"

Exhibit "A" attached to and made a part of that certain Ground Lease Agreement entered into by and between Dean M. Flake, et al., as Landlord, and Smith Bagley, Inc., as Tenant, and dated June 1, 1991.

A parcel within Section 9, Township 18 North, Range 16 East, Gila and Salt River Meridian, Navajo County, Arizona, as recorded in Book 8 of Surveys, page 36, Official Records of Navajo County, Arizona, and described as follows:

From the point of reference, the Quarter Corner of said Section 9, South 81 degrees, 05 minutes, 03 seconds West, 2257.62 feet to the Northeast corner of the parcel, the POINT OF BEGINNING:

Thence due South 660.00 feet;
Thence due West 660.00 feet;
Thence due North 660.00 feet;
Thence due East 660.00 feet,

to the point of beginning, containing 10 acres, more or less.

Initials *DF*
SB

Mayor
Roberta W. Cano

(928) 289-2422



Discover Winslow-A City in Motion

Council Members
Peter Cake
Samantha Crisp
Jim MacLean
Darcey McKee
Melissa Nelson
Daniel T. Tafoya

NOTICE OF INTENT

PROPOSED NEW AND INCREASED RATES, FEES AND CHARGES

Pursuant to A.R.S. § 9-499.15, the City of Winslow provides Notice of Intent that the City of Winslow intends to adopt new Administration Fees, Animal Control Fees, Building Permit Fees, Community Services Fees, Development Services Fees, Library Fees, Police Department Fees and Zoning Fees; as well as increase existing Community Services Fees and Library Fees. This Notice of Intent will be posted on the city's website with a copy of the report and/or data supporting such changes to the city's Schedule of Rates, Fees & Charges and will be distributed through the City's social media accounts.

The Winslow City Council will consider the revisions to its Schedule of Rates, Fees & Charges at its meeting on June 11, 2024, in the main hall of the Winslow Visitor's Center, 523 West Second Street, Winslow, Arizona, as part of the Council Meeting scheduled to begin at 6:30 pm.

IF APPROVED BY COUNCIL, THE RATES, FEES AND CHARGES WILL BECOME EFFECTIVE ON JULY 12, 2024.

A copy of the City's fee schedule and written report supporting these new and/or increased rates, fees and charges may be reviewed at the office of the City Clerk of the City of Winslow, 21 N. Williamson Avenue, Winslow, Arizona during normal office hours, Monday through Friday, 7:30 a.m. – 4:30 p.m. Information is also available on the Winslow website at www.winslowaz.gov. Persons wishing to comment on the proposed changes may do so in writing prior to the meeting listed above or may speak in person at the meeting. The City Council may adopt any of the above fees, rates and charges at its meeting.

Dated this 14th day of May, 2024.

CITY OF WINSLOW

Suzy Wetzel
City Clerk

DATE POSTED ON CITY
WEBSITE AND FACEBOOK
PAGE: May 23, 2024

BUDGET/Notice of Intent FY25

City Hall ~ 21 Williamson Avenue ~ Winslow, Arizona 86047 ~ (928) 289-2422
www.winslowaz.gov

ITEM 9A

**City of Winslow
Fiscal Year 2025
Proposed New and Increased Rates, Fees & Charges**

New or Changed Fees	Fee Schedule Section Number	Proposed Change	Reason for Change
New	Schedule 1 ADMINISTRATION Section 1 – 3 Copies of Public Records	Add an hourly fee of \$25 for staff time in excess of two hours to fulfill both electronic and paper public record requests. Add a \$30 fee for a 64 GB flash drive.	Ensure uniformity for copy fees and flash drive fees
New & Increase	Schedule 3 BUILDING PERMIT FEES Section 3-4 Building Permit Fees	Increase fines for building without a permit; Increase second offense from two times the permit fee to three times the permit fee and five times the permit fee upon the third and any additional offenses. Add \$80 permit fee for residential re-roofing and block fence permits.	Establish fees for fines and offset operational costs
New & Increase	Schedule 4 COMMUNITY SERVICES FEES Section 4-1 Recreation Fees	Add adult swim lessons fee of \$40. Increase swim team fees (Sept-May) from \$30 per month to \$40 per month. Increase swim team fees (June-Aug) from \$40 per month to \$50.00 per month. Increase youth basketball league fee from \$55 per person to \$65 per person. Increase youth basketball league (family of 3) from \$155 to \$165.	Offset increasing operational costs
Increase	Schedule 4 COMMUNITY SERVICES FEES Section 4-2 Facility Rental Charges	Increase swimming pool parties fee from \$60 per hour to \$80 per hour. Increase rental rate of Girl Scout House from \$80 to flat rate of \$100. Remove hourly reservation fees.	Offset increasing operational costs
New	Schedule 5 DEVELOPMENT SERVICE FEES Section 5 – 11 New Water Connections	Add a fee of \$11 per sq ft for sidewalk repair and a fee of \$50 per linear ft for curb & gutter repair.	Offset increasing operational costs
New	Schedule 5 TRANSPORTATION SYSTEM USE LICENSE AND FEE Section 5-23 Use License and Fee	Add a license fee of 5% of the gross annual revenues from businesses conducting solid waste, recycling collection or transportation business within the Winslow city Limits.	Establish fees for new categories

**City of Winslow
Fiscal Year 2025
Proposed New and Increased Rates, Fees & Charges**

New	Schedule 5 TRANSPORTATION SYSTEM USE LICENSE APPLICATION FEE Section 5-24 Use License Application Fee	Add \$500.00 application fee to secure a Transportation System Use License.	Establish fees for new categories
Increase	Schedule 7 LIBRARY CHARGES AND FEES Section 7 – 1 Service Fees	Increase service for digital fax from \$0.15 to \$1.00	Offset increased operational costs
New	Schedule 7 LIBRARY CHARGES AND FEES Section 7 – 2 Lost or Damaged Items	Add, when books or items are lost/damaged, the patron shall pay the actual cost of replacement. If none is available set rates in the fee schedule will apply	Establish new schedule of fees to align with County systems.
New	Schedule 8 Police Department Fees Section 8-2 Requests for accident, offense, incident reports and digital media	Add an hourly fee of \$25 for staff time in excess of two hours to fulfill both electronic and paper public record requests. Add a \$30 fee for a 64 GB flash drive. Add an hourly fee of \$46 per hour for staff time involved in reviewing / redacting police video material.	Ensure uniformity for copy fees and flash drive fees and video review/redaction.
New	Schedule 8 Police Department Fees Section 8-3 Funeral Escort Fees	Add a minimum fee of \$360 for three officers up to two (2) hours and a \$60 fee for every hour over two hours for funeral processions.	Establish fees for new categories
New	Schedule 10 ZONING Section 10-1 Home Occupation Review and Permit Fee	Add \$50 fee for Home Occupation Review and Permit	Establish fees for new categories
New	Schedule 12 ANIMAL CARE FACILITY FEES Section 12-4 Miscellaneous Fees	Add \$25 fee for microchipping	Establish fees for new categories

SCHEDULE 1 ADMINISTRATION - FEES

SECTION 1-1 Check Policy

Any person who presents a check to the City that is not honored by the financial institution upon which it is written shall be assessed \$25.00 and any other charges such as court fees and filing charges incurred by the City.

SECTION 1-2 Public Records

Any person desiring to inspect the City's public records may do so without charge. Records are available for public inspection during normal business hours.

SECTION 1-3 Copies of Public Records

Any person desiring to obtain a copy of a specific public record shall pay a copying fee in the amount of \$0.25 per page for black & white and \$0.50 per page for color. **AN HOURLY FEE OF \$25.00 FOR STAFF TIME IN EXCESS OF TWO (2) HOURS NECESSARY TO FULFILL THE REQUEST MAY ALSO BE CHARGED FOR BOTH ELECTRONIC RECORDS AND PAPER COPIES.** A \$1.00 fee shall be charged for a digital fax. A \$20.00 fee shall be charged for a 16 GB flash drive ~~and~~ A \$25.00 fee shall be charged for a 32 GB flash drive. **A \$30.00 FEE SHALL BE CHARGED FOR A 64 GB FLASH DRIVE.** Postal charges will be added to the cost of all items required to be mailed.

SECTION 1-4 Obtaining Public Records

Any person desiring to obtain a copy of a public record that is not specifically identified may inspect the City's public records without charge to determine the identity of the public record or may request the city conduct such a search. In the event that the City does the search, there will be a fee of \$25.00 per hour or a portion thereof.

SECTION 1-5 Fee Collection

The fees described in these sections shall be collected prior to the receipt of the information described or prior to the search requested.

SCHEDULE 3 BUILDING PERMIT FEES

SECTION 3-1 Mechanical Permit Fees

The City of Winslow Mechanical Permit Fees shall be calculated as set forth in Table 1-A of the 1997 Edition of the Uniform Mechanical Code plus 10% with the exception of the issuance fee, which shall be \$40.00.

SECTION 3-2 Electrical Permit Fees

The City of Winslow Electrical Permit Fees shall be calculated as set forth in Table 3-A of the 1999 Edition of the National Electric Code plus 10% with the exception of the issuance fee, which shall be \$40.00.

SECTION 3-3 Plumbing Permit Fees

The City of Winslow Plumbing Permit Fees shall be calculated as set forth in Table 1-1 of the 1997 Edition of the Uniform Plumbing Code plus 10% with the exception of the issuance fee, which shall be \$40.00.

SECTION 3-4 Building Permit Fees

The City of Winslow Building Permit Fees shall be calculated as set forth in Table 1-A of the 1997 Edition of the Uniform Building Code plus 10%. The issuance fee shall be \$40.00. Residential re-roofing permits shall be charged ~~only the above issuance fee~~ **A FEE OF \$80.00.** Residential block fences requiring a building permit shall be charged ~~only the above issuance fee~~ **A FEE OF \$80.00.**

Building without a permit shall require purchase of a building permit which shall be issued at two times the ~~normal~~ permit fee **UPON THE FIRST OFFENSE; THREE TIMES THE PERMIT FEE UPON THE SECOND OFFENSE; AND FIVE TIMES THE PERMIT FEE UPON THE THIRD AND ANY ADDITIONAL OFFENSES. ALL OFFENSES SHALL INCLUDE** ~~and~~ any other fines or penalties as prescribed by ~~the relevant~~ code **OR LAW**, plus the actual cost to the city of investigation of the failure to obtain a building permit.

SECTION 3-5 Residential Plan Review Fee

A fee of \$100.00 shall be due and payable at the time of submission of residential building plans for review. This fee will be applied to the final residential plan review fee. The total fee for residential plan review, for up to three plan review sessions, shall be calculated at the rate of 65% of the total building permit fee or other permit fee, or at the city and consultant actual cost, whichever is greater.

SCHEDULE 4 COMMUNITY SERVICES FEES

SECTION 4-1 Recreation Fees

Aquatics General Admissions:

General Admission – Adult	\$ 2.00
General Admission – Senior Citizen (55+)	\$ 0.75
General Admission – Children (under 18)	\$ 1.50
Pool Pass – 18 Visits (Adult)	\$30.00
Pool Pass – 18 Visits (Senior, 55+)	\$10.00
Pool Pass – 18 Visits (Children under 18)	\$20.00
Pool Pass – 18 Visits per Family	\$25.00

Swimming Lessons:

Per Person (8, 45-Minute Lessons)	\$ 30.00 40.00
Per Person (Pre-school ages 3-5, 8 30-minute lessons)	\$ 25.00 30.00
Aqua-Tots per month (4 classes total)	\$15.00
Per Person (Jr. Lifeguard)	\$ 60.00 80.00
Private (8, 30-minute lessons)	\$100.00
Adult Private (8 lessons)	\$100.00
ADULT (8 CLASSES, 4 PER CLASS)	\$ 40.00

Recreation Program per person unless otherwise indicated:

Water Aerobics (per class)	\$ 2.00
Swim Team (Sept - May 3 2 times per week)	\$ 30.00 40.00 per month
Swim Team (June - August 5 4 times per week)	\$ 40.00 50.00 per month
Youth Basketball League (per person)	\$ 55.00 65.00
Youth Basketball League (family of 3)	\$155.00 165.00
Men's Basketball League per team	\$300.00
Coed Softball League per team	\$300.00
Coed Volleyball League per team	\$300.00

SECTION 4-2 Facility Rental Charges

Indoor / Outdoor Pool	
Swimming Pool Parties (limit 90 people)	\$ 60.00 80.00 per hour
Refundable Cleaning Deposit	\$50.00
Girl Scout House	
Daily Reservation Fee:	
Refundable Cleaning Deposit	\$50.00
Reservation Fee (Up to 4 hours)	\$50.00
Reservation Fee (Every hour after 4 hours)	\$10.00

Monthly Reservation Fee:

Minimum 1-4 hours per month	\$50.00
5-8 hours per month	\$65.00
8 hours or over not to exceed 16 hours	\$80.00
PER DAY RENTAL FEE	\$100.00

Gazebo

Use Fee	\$50.00
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Vargas and other Multi-Purpose Field Complexes Tournament Rentals

Fenced Area:

Refundable Cleaning/Security Deposit	\$ 50.00
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Daily Use Fee	\$100.00
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No Lights Included – Fields Reserved Only Until Dusk

Fire Department Training / Conference Room

Daily Reservation Fee	\$50.00
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City Hall Conference Room (Outside Users Only)

7:30AM to 4:30PM, Monday- Friday Excluding Holidays	\$10.00 per hour
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Hubbell Trading Post User Fees

Conference Room Only (8:00 AM - 5:00 PM)	\$ 5.00 per hour
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Conference Room (After 5:00 PM or weekends)	\$30.00 per hour
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\$25/hour goes to Chamber of Commerce for personnel costs

North Room/Conference Room/Kitchen	\$50.00
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(up to 4 hours)

North Room/Conference Room/Kitchen	\$10.00 (every hour after 4 hrs)
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North Room/Conference Room/Kitchen (8:00 AM – 5:00 PM)	\$90.00 (full day)
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North Room/Conference Room/Kitchen (After normal business hours)	\$50.00 (each hour after 5 PM)
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\$25/ hour goes to Chamber of Commerce for personnel costs

North Room/Conference Room/Kitchen	\$60.00 per hour
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(Maximum 2 hour use after 5:00 PM; no day use)

\$25/ hour goes to Chamber of Commerce for personnel costs

Refundable Security/Cleaning Deposit	\$100.00
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Route 66 Plaza (Non-City Sponsored Activity)

Daily use of stage and park	\$ 50.00
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(Use of stage includes utilities)

Cleaning/Security Deposit	\$ 50.00
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Eagle Pavilion (Non-City Sponsored Activity)

Daily use of stage and park	\$150.00
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(Use of stage includes utilities)

Cleaning/Security Deposit	\$100.00
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Farmers Market

Produce Vendors (50% or more of your product is produce)	No Fee
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Non-Produce Vendors (10x10 space)	\$15.00/week
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Canopy Rental	\$20.00/week
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SECTION 5-11 New Water Connections

Any new connection to the water system shall be assessed a plant investment fee. Said fee shall be based upon an equivalent residential unit (EQR) as indicated:

One (1) EQR = 1.0 X \$330	\$330.00
5/8" to 1" meter, less than 10'	\$770.00
5/8" to 1" meter, more than 10' up to 20'	\$870.00
5/8" to 1" meter, per ft' beyond 20'	\$43.50

All other service lines above 1" in size will be charged for actual cost of labor, materials, incidental expenses and overhead, plus a 10% administrative charge. Costs will be estimated at time of permit fees paid and any balance due or overpaid will be billed or refunded before service is turned on.

Water Deposit	See Section 5-2
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SIDEWALK REPAIR	\$11.00/SQ. FT.
Right of way saw-cut & ASPHALT repair fee	\$400.00
CURB AND GUTTER REPAIR	\$50.00/LF

Sewer deposit	See Section 10-11
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Ten percent of all funds accruing pursuant to this schedule shall be used to replace any defective water lines and related equipment.

SECTION 5-11 (1) For the purpose of plant investment fee computation, the following amounts shall be assessed:

For each EQR unit where both the tap and all points of consumption are within the city:	\$330.00
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For each EQR unit where both the tap and all points of consumption is outside the city:	2X the fees charged within the city
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SECTION 5-12 Computation and collection of plant investment fees -Table of equivalent residential units (EQR)

SECTION 5-13 Certificate of Occupancy

No certificate of occupancy shall be issued to any dwelling or to any water consuming addition to any existing service until all tap fees and plant investment fee have been paid. Arrangements for payment of systems development charges shall be allowed as provided by Section 5-14.

Meter Size by Inches	Buy-in Charge
Sewer Fee: 5/8" Meter	\$300.00
Sewer Fee: 3/4" Meter	\$420.00
Sewer Fee: 1" Meter	\$780.00
Sewer Fee: 1 1/2" Meter	\$1680.00
Sewer Fee: 2" Meter	\$2880.00
Sewer Fee: 4" Meter	\$11280.00
Sewer Fee: 6" Meter	\$28800.00
Right of way saw cut & repair fee	\$400.00

SECTION 5-20 Solid Waste Collection

Residential Service:

All residential users as defined in Chapter 8.12.010 shall be billed \$31.95 monthly.
Additional totor for solid waste - \$11.00

If service is terminated other than at the end of the billing cycle or initiated other than at the start of the billing cycle, the monthly fee shall be prorated based on the number of days of service received in the billing cycle.

SECTION 5-21 Use of Transfer Station

City Residents Voucher Fees - proof of residency required

Up to Pick-Up Load	\$10.00
Up to a Trailer Load	\$25.00

Commercial and Non-Resident Voucher Fees

Up to a Pick-Up Load	\$20.00
Up to a Trailer Load	\$50.00

SECTION 5-22 Septic Tank Dumping

Septic Tank Load (under 1000 gallons)	\$35.00
Septic Tank Load (over 1000 gallons)	\$70.00
Grease Trap Disposal	\$150.00

SECTION 5-23 TRANSPORTATION SYSTEM USE LICENSE AND FEE

ALL COMPANIES/PERSONS CONDUCTING A SOLID WASTE OR RECYCLING COLLECTION OR TRANSPORTATION BUSINESS WITHIN THE WINSLOW CITY LIMITS, WHICH PLACES COLLECTION CONTAINERS WITHIN THE CITY STREETS OR ALLEYS, OR USES THE CITY STREETS OR ALLEYS TO ACCESS COLLECTION CONTAINERS FOR THE RELEVANT BUSINESS ACTIVITY, SHALL, BEFORE BEGINNING OPERATIONS, SECURE A TRANSPORTATION SYSTEM USE LICENSE AND SHALL PAY A LICENSE FEE OF 5% OF THE GROSS ANNUAL REVENUES FROM SAID BUSINESS CONDUCTED WITHIN THE CITY LIMITS. THE 5% OF THE GROSS

ANNUAL REVENUE FEE SHALL BE CALCULATED QUARTERLY, BEGINNING JANUARY 1, 2011, AND PAID AT THE END OF EACH QUARTER.

SECTION 5-24 TRANSPORTATION SYSTEM USE LICENSE APPLICATION FEE

IN ADDITION TO THE 5% OF THE GROSS ANNUAL REVENUE FEE REFERRED TO IN SECTION 5-23, ALL COMPANIES/PERSONS CONDUCTING A SOLID WASTE OR RECYCLING TRANSPORTATION BUSINESS WITHIN THE WINSLOW CITY LIMITS WHICH PLACES COLLECTION CONTAINERS WITHIN THE CITY STREETS OR ALLEYS, OR USES THE CITY STREETS OR ALLEYS TO ACCESS COLLECTION CONTAINERS FOR THE RELEVANT BUSINESS ACTIVITY SHALL, BEFORE BEGINNING OPERATIONS, PAY AN ANNUAL \$500.00 APPLICATION FEE IN ORDER TO SECURE FROM THE CITY OF WINSLOW A TRANSPORTATION SYSTEM USE LICENSE. THE TRANSPORTATION SYSTEM USE LICENSE APPLICATION FEE SHALL BE DUE AND PAYABLE ON AN ANNUAL BASIS AT THE TIME OF THE COMMENCEMENT OF THE BUSINESS REFERRED TO HEREIN.

SCHEDULE 7 LIBRARY CHARGES AND FEES

SECTION 7-1 The following fees are established for services:

1 st Library Card	Free
Replacement Card	\$ 3.00
Visitor's Card	\$20.00 deposit (refundable upon return of checked-out item(s))
Black & White Copying (per page)	\$ 0.25
Color copying (per page)	\$ 0.50
Digital Fax	\$ 0.15 1.00

SECTION 7-2 Lost or Damaged Item Replacement Charges:

When books or items are lost, the patron shall pay the actual cost of replacement. If no replacement is available, then the following charges will apply:

Adult (hardback)	\$30.00
Adult (paperback)	\$10.00
Young Adult (hardback)	\$25.00
Young Adult (paperback)	\$10.00
Juvenile (hardback)	\$25.00
Juvenile (paperback)	\$10.00
Easy (hardback)	\$25.00
Easy (paperback)	\$10.00
Audio Books	\$50.00 (minimum replacement cost; exact item cost is in catalog record)
	\$ 30.00
BLU-RAY	\$ 25.00
BLU-RAY – KID	\$ 25.00
BLU-RAY - M	\$ 25.00
BOOK	\$ 30.00
BUNDLE	\$ 75.00
COOKWARE	\$100.00
CURIOSITY	\$200.00
DEVICE	\$100.00
DVD	\$ 25.00
DVD – KID	\$ 25.00
DVD – M	\$ 25.00
EQUIPMENT	\$200.00
GAME	\$ 50.00
ILL	\$ 45.00
Videos & DVDs	\$25.00
Specialty, oversize & reference	\$50.00
Music CDs	\$20.00
Kits & Games	\$35.00 \$50.00
LAPTOP	\$300.00

LARGE PRINT	\$ 55.00
MAGAZINE	\$ 10.00
NEW	\$ 45.00
PAMPHLET	\$ 45.00
PUZZLE	\$ 15.00
READ-ALONG	\$ 50.00
REALIA	\$100.00
STEAM KIT	\$100.00
TABLET	\$200.00
VHS	\$ 20.00
VIDEO GAME	\$ 75.00
VIDEO GAME – M	\$ 75.00
Minor repair, bar code replacement	\$ 5.00
Kit bag w/ hanger	\$ 5.00
Mylar jacket	\$ 5.00
DVD or video case replacement	\$ 5.00
Audio book case (CD)	\$ 15.00

When materials are returned damaged, the patron shall be charged the following:

Minor repair or water damage	\$ 5.00
Bar code replacement	\$ 5.00
Kit bag with hanger	\$ 5.00
Mylar book jacket	\$ 5.00
DVD or video case	\$ 5.00
Audio book case	\$15.00

An administrative processing fee of \$10.00 will be added to each of the above replacement charges.

SCHEDULE 8
POLICE DEPARTMENT FEES

Pursuant to regional standards the Police Department has established the following fees:

SECTION 8-1 Vehicle Impound Hearing Fee \$150.00

Fee is paid at the time a written request is filed by the vehicle owner in an attempt to secure the early release of his/her impounded vehicle. This fee is non-refundable and gives the owner an opportunity to be heard by the hearing officer.

SECTION 8-2 Requests for Accident Reports, Offense Reports, Incident Reports and Digital Media

Paper copies	\$ 9.00 + .10/page over 9
Fax	\$ 9.00 (20 page limit)
Email	\$ 9.00 (5 MB limit)
Flash drive (16 GB limit)	\$20.00
Flash drive (32 GB limit)	\$25.00
FLASH DRIVE (64 GB LIMIT)	\$30.00
Winslow adult arrest record search	\$10.00 (requires photo ID)
Fingerprints	\$20.00
VIDEO REVIEW/REDACTION	\$46.00/hr.
(first 32 gig included in review cost; additional storage will be charged per flash drive)	
AN HOURLY FEE OF \$24.00 FOR STAFF TIME IN EXCESS OF TWO (2) HOURS NECESSARY TO FULFILL THE REQUEST MAY ALSO BE CHARGED FOR BOTH ELECTRONIC RECORDS AND PAPER COPIES.	

SECTION 8-3 FUNERAL ESCORT FEES

THREE OFFICERS FOR TWO HOURS	\$360.00 (ONE OFFICER EACH AT \$120.00)
EVERY HOUR OVER TWO HOURS	\$ 60.00 (PER OFFICER, PER HOUR)

SCHEDULE 10 ZONING

SECTION 10-1 Zoning Fees*

Zoning request or amendments	\$250.00
Conditional Use Permit	\$250.00
Variance	\$250.00
Appeal to Board of Adjustment or Planning & Zoning	\$200.00
Site plan review	\$150.00 + Engineer fee
Sign permit review and permit fee	\$50.00 min. + \$1.50 per square foot
Subdivision preliminary plat review	\$400.00 + \$6.00/Lot
Plus Engineer fee for additional review(s)	
Subdivision final plat review	\$400.00 + \$6.00/Lot
Plus Engineer fee for additional review(s)	
Abandonment or reversion to acreage	\$250.00
Development Review Board (per meeting up to 1 hour)	\$400.00 + \$100.00 for each additional hour
Development Agreement	\$1000.00 if drafted by City
General Plan Amendment	\$400.00
Minor land division/lot split	\$250.00
Plus Engineer fee for additional review(s)	
Address labels per page	\$5.00
Fence permit and inspection	\$15.00
Removal of illegal sign by City	\$50.00
HOME OCCUPATION PERMIT & REVIEW	\$50.00

*NOTE: The actual cost for required publications shall be added to each relevant fee. Additionally, the applicant is responsible to mail out required notices of relevant applications as directed by City staff but at applicant's expense. The City Council shall have authority to reduce or waive any or all fees in Section 10-1 as incentives pursuant to the adopted Economic Development Policy.

SECTION 12-4 Miscellaneous Fees:

Euthanasia (EU) of owner's pet	\$75.00
Out of county impound of pet	\$45.00 plus board
Deposit (refundable for trap)	\$15.00
MICROCHIP	\$25.00

SECTION 12-5 Adoption Fees:

	Male	Female
Adult Dog	\$ 45.00	\$ 60.00
Adult Cat	\$ 40.00	\$ 50.00
Puppy 2 to 4 months	\$150.00	\$160.00
Kitten 2 to 4 months	\$ 75.00	\$100.00
Male or Female Rabbits	\$40.00 includes sterilization if needed	
Birds	Small \$5.00, Medium \$10.00, Large \$15.00	
Rodents	Small \$2.50, Medium to Large \$5.00	
Reptiles	Small \$5.00, Medium \$7.50, Large \$15.00	

Adoption fee for canines and felines includes sterilization, if any, leash/collar for canine, collar and carrier for feline, vaccination and City pet license.

Adoption fees as set out above may be waived by the Community Environment Manager as part of an Adopt-a-Thon or similar event.

SECTION 12-6 Boarding Fees:

\$15.00 per day per animal: dog, puppy, cat, kitten or other domestic pet

Sanitation Fund	Actual	Actual	Forecast	Budget	Budget	Budget
	FY22	FY23	FY24	FY25	FY25	FY25
Revenues				S & R No Inc	S & R Inc	SW Only
Monthly Residential Fee	\$ 31.95	\$ 31.95	\$ 31.95	\$ 31.95	\$ 35.15	\$ 31.95
Total Residential Monthly Revenues	\$ 84,823.50	\$ 80,878.92	\$ 84,924.08	\$ 89,460.00	\$ 98,420.00	\$ 89,460.00
Total Residential Annual Revenues	\$ 1,017,882.00	\$ 970,547.00	\$ 1,019,089.00	\$ 1,073,520.00	\$ 1,181,040.00	\$ 1,073,520.00
Expenditures						
Residential Solid Waste Rate	\$ 10.87	\$ 11.77	\$ 12.59	\$ 13.11	\$ 13.11	\$ 23.07
Residential Recycle Rate	\$ 11.86	\$ 12.80	\$ 13.70	\$ 13.70	\$ 13.70	\$ -
Total Residential Monthly Billing	\$ 65,662.33	\$ 67,178.58	\$ 67,601.80	\$ 75,068.00	\$ 75,068.00	\$ 64,596.00
Total Residential Annual Billing	\$ 787,948.00	\$ 806,143.00	\$ 811,221.60	\$ 900,816.00	\$ 900,816.00	\$ 775,152.00
General Operating Costs	\$ 133,939.00	\$ 150,878.00	\$ 134,362.00	\$ 141,040.00	\$ 141,040.00	\$ 141,040.00
Total Costs	\$ 921,887.00	\$ 957,021.00	\$ 945,583.60	\$ 1,041,856.00	\$ 1,041,856.00	\$ 916,192.00
Total Gain/(Loss)	\$ 95,995.00	\$ 13,526.00	\$ 73,505.40	\$ 31,664.00	\$ 139,184.00	\$ 157,328.00

Fund Balance as of 6/30/23 \$ 28,096.00
FY24 Gain/(Loss) \$ (22,100.00)
Projected Fund Balance 6/30/24 \$ 5,996.00
Resident rates the same since 8/8/2019

CITY POLICY AND PROCEDURES
Subject: Unattended Property & Homeless Encampments
Origination Date: _____

PURPOSE

The purpose of this policy is to establish strategies for combatting nuisances and public health hazards from unattended property and homeless encampments located on any publicly owned property in the City, including but not limited to, a publicly owned park, street, alley, lane, right-of-way, or parking lot whether improved or unimproved, located within the City (collectively, “public property”). This policy is intended to ensure the safety and well-being of City employees and residents, to facilitate the efficient and effective use of City resources, and to promote a continuum of care through access to shelter and human services programs and opportunities.

POLICY

The City adheres to a bias-free policing and enforcement policy. No individual shall be subject to enforcement actions based on economic status or condition. The City endeavors to aid vulnerable populations, individuals experiencing homelessness (whether sheltered or unsheltered), and the chronically homeless in need of additional social services and support. While working to identify resources for the unsheltered and combat homelessness generally, the City will monitor encampments on public property that contribute to unsanitary conditions, blight, and public safety concerns and take appropriate actions to address nuisances while upholding the dignity of the unsheltered.

A. Homelessness Strategies.

1. Social Services. The City will partner with the county, state, and federal government, local nonprofits, community stakeholders, and other individuals and entities providing a continuum of care to the unsheltered to make contact and offer support services including but not limited to the provision of food, shelter, alcohol and drug rehabilitation, and mental health counseling and support services, as available.
2. Public Health and Sanitation Services. The City will prioritize removal of encampments from areas which are inherently dangerous to occupy, keeping sidewalks clear of encampments to allow for wheelchair and limited mobility access, and the provision of sanitation services to address hazardous conditions.
3. Unattended Property Procedures. The City will engage department heads and train staff on how to handle unattended property left on public property

in accordance with this policy to allow for notice, storage, and retrieval options for personal property reasonably assumed to be owned by individuals experiencing homelessness and disposal of hazardous materials, trash, debris, or garbage left on public property.

4. Urban Camping Ordinances. The City will implement procedures to notify law enforcement that urban camping or other ordinances that restrict sitting, lying, or sleeping on public property may only occur after an individualized assessment to determine if there is shelter available to the unsheltered individual.
5. Review of Policies. The City Manager will review this policy periodically and may update procedures to provide clarity and improve operations.

B. Unattended Property Procedures.

1. Assessment of Unattended Property. The City shall assess unattended property left on public property to determine disposal or storage options pursuant to this policy.
 - i. Hazardous materials. Hazardous materials shall be promptly disposed of in accordance with law. Hazardous materials include but are not limited to used hypodermic needles, used drug paraphernalia, items soiled with bodily fluids or waste such as blood, feces, or urine, items containing mold or bacteria, items infested with insects or other vermin, leaking or damaged propane tanks, fuel tanks, combustion engines, or other items containing toxic or flammable substances, corroded or leaking batteries, and items unsafe to segregate due to cross-contamination with one or more of the above.
 - ii. Trash, Debris, and Garbage. Trash, debris, or garbage shall be disposed of according to regular City sanitation schedules or scheduled cleanings pursuant to subsection C below. Trash, debris, or garbage includes waste or refuse such as wrappers, packaging, plant litter and debris, used paper and personal hygiene products, construction debris, and accumulations of filth or nuisance conditions as defined by law.
 - iii. Personal Property. Any item that is not considered hazardous materials, trash, debris, or garbage, as described above, shall be assessed for ownership by an individual experiencing homelessness. Personal property may reasonably be assumed to be owned by individuals experiencing homelessness when the property is found

near the presence of tents, sleeping bags, bedding, cooking supplies, organized or stored property or other indications of human occupation. If an individual experiencing homelessness takes action consistent with ownership such as grabbing or holding the item or stating that they are holding or watching the item for another, it may also reasonably be assumed to be owned by individuals experiencing homelessness. In contrast, mere accumulations of trash, debris, and garbage, or hazardous materials, are not deemed personal property that may be owned by individuals experiencing homelessness. Examples of personal property include tents, forms of identification and vital records, tools, bicycles, electronic devices in working order, precious metals or gems, functioning machinery, fine art, unsoiled furniture, purses and wallets, backpacks, suitcases, and medications prescribed by a doctor pursuant to law.

2. Removal of Unattended Property. For Personal Property described in Section B(iii) above, the City shall undertake to locate the owner of the property if possible and advise them of the need to remove the items from public property. If the owner is not readily identifiable, the City may tag the items, post a sign near the property, or otherwise provide notice reasonably targeted to reach the owner that the property has been deemed unattended and may be removed by the City. The notice of removal shall provide, at minimum:
 - i. The earliest date and time for removal of the property to occur.
 - ii. That hazardous materials, trash, debris, or garbage, and items that pose an immediate risk to health or safety, will be disposed of and contraband or evidence of a crime may be seized.
 - iii. That unattended property may be collected and stored for up to thirty (30) days.
 - iv. Information regarding how to reclaim property stored by the City.
 - v. That unclaimed property will be disposed of after the specified storage period.
 - vi. That all items stored are at the owner's risk. The City Attorney may prepare disclaimer language advising that City disclaims all liability for lost, stolen, damaged, or destroyed goods. No landlord/tenant or bailor/bailee relationship is established through the storage of goods. The City shall endeavor to maintain storage facilities in a clean and

sanitary condition and institute a process to allow for retrieval of personal property stored but nothing in this policy creates an affirmative duty not otherwise existing by law. The City is not an insurer or guarantor of private property left unattended on public property.

3. Storage of Personal Property. After providing notice, the City may remove unattended property that has not been removed to a storage facility in accordance with Section (B)(2) above if it is determined to be storable.
4. Disposal of Property. Any unattended property not claimed within the specified storage periods shall be subject to disposal by the City.

C. Cleanup Procedures for Homeless Encampments.

1. Public Outreach. The City will endeavor to contact homeless populations prior to cleaning activities and offer resources including shelter space, if available. If individuals accept services and leave the designated cleanup area, the City will instruct individuals to take all property they want to keep with them.
2. Notice of Cleanup. If individuals do not voluntarily leave the designated cleanup area, the City will issue a notice of cleanup with a date and approximate time for the cleanup. The City will ensure a reasonable time before cleanup to allow individuals to voluntarily leave. "Reasonable time" may vary based on the circumstances. City staff and partnering agencies offering services may be consulted to determine the amount of time needed for cleanup activities based on the number of homeless individuals, size of the encampment, potential volume of personal belongings to be moved and/or stored, and other facts at issue.
4. Inspection after Notice of Cleanup. The City will inspect the area after issuance of a notice of cleanup to confirm if violations have been corrected (i.e., tents or unsafe structures have been removed from public property). If the violations have not been corrected, the City may coordinate an encampment cleanup.
5. Encampment Cleanups/Abatement. During a cleanup, the City must allow individuals to leave with their personal belongings if not otherwise subject to seizure by law. If an individual is unable or refuses to remove their personal belongings during a cleanup, the City will store items left behind for at least thirty (30) days before disposal as provided in Section (B)(2) through (4) above. The City will record the date, time, and location the items

were stored with a short description and/or picture of the items. Any property not timely retrieved may be disposed of by the City, unless otherwise provided for in this policy.

6. Documentation. The City will endeavor to photograph and document cleanup and disposal activities in accordance with City policies.
 7. Monitoring. The City may continue to monitor the area after the abatement and conduct ongoing cleanup efforts to protect public health and safety.
 8. Emergency Public Health Hazards. Emergency public health hazards may require immediate abatement from time to time which shall be coordinated with City Law Enforcement, Code Enforcement, community services groups, and public health authorities, as applicable, to protect public health and safety.
- D. Displacement. In conjunction with or separate from the abatement provided for in Section (C) above, the City may provide a Notice to Vacate which will require people to vacate, relocate, or otherwise leave public property (“Displacement”) not less than twenty-four (24) hours in advance of the Displacement. Notwithstanding the foregoing, where an immediate risk to health or safety necessitates Displacement sooner than twenty-four (24) hours from its discovery, the City shall endeavor to provide as much notice of Displacement as possible and to connect unhoused individuals with services and appropriate available shelter prior to Displacement.
- E. Limitations on Enforcement Actions. No enforcement of urban camping or other ordinances prohibiting sitting, lying, or sleeping on public property shall occur without determination of available shelter. Shelter may be available in the City’s discretion in alternative camping sites, hotels, congregate settings, or other appropriate locations. A shelter shall still be considered “available” if the individual can utilize the shelter but refuses to do so or cannot utilize the space due to voluntary actions such as intoxication, drug use, unruly behavior, or violation of shelter rules which do not otherwise implicate Constitutional rights of the individual. In contrast, a shelter space shall not be considered “available” if utilization of the space is contingent on mandatory participation in programs or activities which have been adjudicated to implicate protections of the United States Constitution by a court with jurisdiction over the City.
- F. Private Property. Nothing in this policy prohibits enforcement actions on private property in the City with owner authorization. The City will collaborate with property owners to enforce no-trespassing laws on private property and identify options to improve security, including posting no-trespassing signs or taking other actions to secure private property where appropriate. Law enforcement personnel

shall be used as reasonably necessary, and in their normal capacity as law enforcement agents, to effectuate this policy and work with other departments including public works, sanitation, and other non-sworn employees and contractors to address unattended property and encampment cleanups pursuant to this policy.

NOTICE TO VACATE: NO TRESPASSING

CLEANUP LOCATION: _____

CLEANUP DATE: _____

DATE NOTICE POSTED: _____

The City of Winslow is planning a cleanup of the area designated in this notice. Please leave this location and take all your personal belongings with you.

During cleanup, you will be able to leave with any belongings that remain in the area. If you ask for your property to be disposed of, the City may also throw these items away for you. **Any property left unattended will be stored by the City for thirty (30) days. Property that is not retrieved in this period will be destroyed.**

To claim stored property, you must call _____ between __:__ a.m. and __:__ p.m.

Do not leave valuables unattended. Personal property may be damaged, lost, or stolen if left on public property. The City will use every effort to protect personal belongings, but it will not be responsible for any loss or damage. Anything that presents an immediate threat to public health or safety, such as hazardous materials, will be immediately destroyed. Evidence of a crime or contraband may also be seized by law enforcement. Storage of property is at the owner's risk.

NOTE: THIS IS A NO-CAMPING AREA. AN INDIVIDUALS CAMPING IN THE AREA WILL BE ASKED TO LEAVE DURING THE CLEANUP AND MAY BE TRESPASSED IF REMAINING. SHELTER WILL BE OFFERED PRIOR TO ENFORCEMENT OF CAMPING BANS.

If you need housing, shelter, or other services, please call _____.

Spanish Version

NOTICE OF CLEANUP: REMOVE PERSONAL BELONGINGS

CLEANUP LOCATION: _____

CLEANUP DATE: _____

DATE NOTICE POSTED: _____

The City of Winslow will conduct a cleanup of the location designated in this notice to remove accumulations of garbage, trash, and debris. The City will not destroy personal property left unattended. However, to avoid confusion, please move your personal property away from any garbage piles in the area.

During cleanup, you will be able to leave with your belongings. If you ask for your property to be disposed of, the City may also throw these items away for you. **Any property left unattended will be stored by the City for thirty (30) days. Property that is not retrieved in this storage period will be destroyed.**

To claim stored property, you must call _____ between __:__ a.m. and __:__ p.m.

Do not leave valuables unattended. Personal property may be damaged, lost, or stolen if left on public property. The City will use every effort to protect personal belongings, but it will not be responsible for any loss or damage. Anything that presents an immediate threat to public health or safety, such as hazardous materials, will be immediately destroyed. Evidence of a crime or contraband may also be seized by law enforcement. Storage of property is at the owner's risk.

If you need housing, shelter, or other services, please call _____.

Spanish Version

PROPERTY STORAGE NOTICE

CLEANUP LOCATION: _____

DATE NOTICE POSTED: _____

NOTE: Property was left unattended on public property. The City of Winslow removed this property during a cleanup and is storing the property. If you are the owner of this property, you may claim it. To claim this property, please call _____ between __:__ a.m. and __:__ p.m., within 30 days of this Notice.

If you call within thirty (30) days, the City will return your property to you. If you do not call within thirty (30) days, the City will dispose of the property.

If you need housing, shelter, or other services, please call _____.

Spanish Version

ORDINANCE NO. 1411

AN ORDINANCE OF THE COUNCIL OF THE CITY OF WINSLOW, ARIZONA, AMENDING THE WINSLOW MUNICIPAL CODE, TITLE 12 STREETS, SIDEWALKS AND PUBLIC PLACES, BY ADDING SECTION 12.10 URBAN CAMPING, RELATED TO REGULATIONS ADDRESSING CAMPING ON PUBLIC PROPERTY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR PENALTIES.

WHEREAS, the City Council of the City of Winslow desires to amend Title 12 Streets, Sidewalks and Public Places to adopt certain urban camping regulations to protect the health, safety, and welfare of the City of Winslow and its residents; and

WHEREAS, public places in the City of Winslow provide common areas for residents of the community and non-residents to meet, relax, and take part in recreational, cultural, social, and other activities; and

WHEREAS, it is the responsibility of the City and, in the best interests of residents of the community and nonresidents, to insure that public streets, sidewalks, parks, and other public places are made readily accessible to the public; and

WHEREAS, the City desires to adopt urban camping regulations to prohibit the use of certain public areas for urban camping and the storage of personal property to ensure that public streets, sidewalks, parks, and other public places are accessible to the public and maintained in a clean and sanitary manner; and

WHEREAS, the Ninth Circuit Court of Appeals held in *Martin v. City of Boise* and *Johnson v. City of Grants Pass* that the Eighth Amendment prohibits the imposition of criminal penalties for camping on outdoor public property for homeless individuals who cannot obtain shelter without first providing an individualized assessment to determine if there is shelter space available.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WINSLOW, ARIZONA as follows:

SECTION 1. In General.

The Winslow Municipal Code, Title 12 Streets, Sidewalks and Public Places, is hereby amended to add the following Chapter 12.10 Urban Camping (additions in ALL CAPS; deletions in strikeout):

12.10 – URBAN CAMPING

12.10.010 – CAMPING IN PUBLIC PLACES.

- A. PROHIBITED USE OF PUBLIC RIGHT-OF-WAY. IT SHALL BE UNLAWFUL AND A PUBLIC NUISANCE FOR ANY PERSON TO USE A PUBLIC STREET, ALLEY, LANE, PARKWAY, OR OTHER RIGHT-OF-WAY, WHETHER SUCH RIGHT-OF-WAY HAS BEEN DEDICATED TO THE PUBLIC, IN FEE OR BY EASEMENT, FOR CAMPING, EXCEPT IN THE CASE OF A PHYSICAL EMERGENCY OR THE ADMINISTRATION OF MEDICAL ASSISTANCE.
- B. PROHIBITED USE OF CITY BUILDINGS, FACILITIES, AND PROPERTY. IT SHALL BE UNLAWFUL AND A PUBLIC NUISANCE FOR ANY PERSON TO CAMP ON ANY PUBLIC PROPERTY, INCLUDING CITY BUILDINGS, FACILITIES, OR REAL PROPERTY, INCLUDING IMPROVED OR UNIMPROVED LOTS AND PARKS.
- C. DEFINITION. FOR THE PURPOSES OF THIS CHAPTER, THE TERM "CAMP" OR "CAMPING" MEANS TO USE REAL PROPERTY OF THE CITY FOR LIVING ACCOMMODATION PURPOSES SUCH AS SLEEPING ACTIVITIES, OR MAKING PREPARATIONS TO SLEEP, INCLUDING THE LAYING DOWN OF BEDDING FOR THE PURPOSE OF SLEEPING, OR STORING PERSONAL BELONGINGS, OR MAKING ANY FIRE, OR USING ANY TENTS OR SHELTER OR OTHER STRUCTURE OR VEHICLE FOR SLEEPING OR DOING ANY DIGGING OR EARTH BREAKING OR CARRYING ON COOKING ACTIVITIES. THE ABOVE-LISTED ACTIVITIES CONSTITUTE CAMPING WHEN IT REASONABLY APPEARS, IN LIGHT OF ALL THE CIRCUMSTANCES, THAT THE PARTICIPANTS, IN CONDUCTING THESE ACTIVITIES, ARE IN FACT USING THE AREA FOR LIVING ACCOMMODATION PURPOSES REGARDLESS OF THE INTENT OF THE PARTICIPANTS OR THE NATURE OF ANY OTHER ACTIVITIES IN WHICH THEY MAY ALSO BE ENGAGING.
- D. EXCEPTION. NOTHING IN THIS SECTION SHALL BE INTERPRETED TO PROHIBIT CAMPING IN DESIGNATED CAMPGROUNDS AS REGULATED BY CHAPTER 12.08 OF THE CITY CODE, INCLUDING OVERNIGHT CAMPING IN DEVELOPED RECREATION SITES IN MCHOOD PARK. THE CITY MAY ALSO ESTABLISH PROCEDURES FOR THE ISSUANCE OF SPECIAL USE PERMITS FOR OVERNIGHT CAMPING IN A PARK OR PRESERVE, WHICH SHALL BE GOVERNED SEPARATELY FROM THIS SECTION.

12.10.20 – LIMITATIONS ON ENFORCEMENT ACTIONS.

- A. SHELTER SPACE. LAW ENFORCEMENTS OFFICERS SHALL NOT ENFORCE SECTION 12.10.010 OF THE CITY CODE WHEN THERE IS NO AVAILABLE SHELTER SPACE OR OTHER DESIGNATED CAMPING ZONE FOR THE PERSON TO UTILIZE.

- (1) A SHELTER SPACE SHALL STILL BE CONSIDERED AN "AVAILABLE SHELTER" IF THE INDIVIDUAL CANNOT UTILIZE THE SPACE DUE TO VOLUNTARY ACTIONS SUCH AS INTOXICATION, DRUG USE, UNRULY BEHAVIOR, OR VIOLATION OF SHELTER RULES.
 - (2) A SHELTER SPACE SHALL NOT BE CONSIDERED AN "AVAILABLE SHELTER" IF:
 - a. THE INDIVIDUAL IS PART OF A FAMILY UNIT AND THE FAMILY WOULD NEED TO STAY OVERNIGHT AT TWO OR MORE DIFFERENT SHELTERS; HOWEVER, A SHELTER SPACE IS CONSIDERED "AVAILABLE SHELTER" IF THE INDIVIDUAL IS PART OF A FAMILY UNIT BUT THE SHELTER REQUIRES THAT MALES AND FEMALES MUST SLEEP SEPARATE AND APART; OR
 - b. DUE TO ANY RESTRICTIONS OR PREREQUISITES PLACED ON THE USE OF THE SHELTER SPACE, THE INDIVIDUAL WOULD BE DISQUALIFIED FROM UTILIZING THE SHELTER SPACE AT NO FAULT OF THEIR OWN; OR
 - c. UTILIZATION OF THE SHELTER SPACE IS CONTINGENT ON MANDATORY PARTICIPATION IN PROGRAMS OR ACTIVITIES WHICH IMPLICATE THE PROTECTIONS OFFERED BY THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION.
- B. DESIGNATED CAMPING ZONES. THE CITY COUNCIL MAY DESIGNATE CERTAIN PUBLIC PROPERTY FOR CAMPING AND IF SUCH A DESIGNATION HAS BEEN MADE AND SPACE IS AVAILABLE, THEN INDIVIDUALS DESIRING TO CAMP ON PUBLIC PROPERTY SHALL BE REQUIRED TO CAMP IN THE DESIGNATED AREA.
- C. INDIVIDUALIZED ASSESSMENTS. PRIOR TO TAKING ENFORCEMENT ACTION UNDER THIS CHAPTER, THE CITY WILL MAKE CONTACT WITH INDIVIDUALS CAMPING ON PUBLIC PROPERTY IN VIOLATION OF SECTION 12.10.010 TO ASSESS INDIVIDUAL CIRCUMSTANCES INCLUDING THE AVAILABILITY OF SHELTER SPACE OR OTHER DESIGNATED CAMPING ZONE FOR THE PERSON TO UTILIZE. IF CAMPING IS ALLOWED DUE TO LACK OF ALTERNATIVE SHELTER SPACE OR CAMPING ZONE, RUDIMENTARY PROTECTIONS FROM THE ELEMENTS SHALL BE ALLOWED, INCLUDING SLEEPING BAGS, PILLOWS, AND CARDBOARD BOXES OR SIMILAR MATERIALS TO PROTECT THE INDIVIDUAL FROM THE ELEMENTS, DURING SUCH TIME OF ALLOWED USE.

12.10.030 – VIOLATION; PENALTY.

- A. DESIGNATION. VIOLATION OF THIS CHAPTER SHALL BE PUNISHABLE AS A CLASS 3 MISDEMEANOR. EACH DAY ANY VIOLATION OF THIS ORDINANCE SHALL CONTINUE SHALL CONSTITUTE A SEPARATE OFFENSE.
- B. ALTERNATIVES TO CITATION. IN LIEU OF A CITATION UNDER THIS CHAPTER, AN INDIVIDUAL MAY BE TAKEN TO A FACILITY PROVIDING SOCIAL SERVICES RELATED TO MENTAL HEALTH, HOUSING, AND/OR SUBSTANCE ABUSE TREATMENT WITH THE CONSENT OF THE INDIVIDUAL.

SECTION 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

SECTION 3. Providing for Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Providing for Penalties.

Any person found guilty of violating any provision of this Ordinance shall be responsible for a Class 3 Misdemeanor. Each day that a violation continues shall be a separate offense punishable as herein described.

PASSED AND ADOPTED by the Council of the City of Winslow, Arizona, this 14th day of May, 2024.

Roberta W. Cano, Mayor

ATTEST:

Suzy Wetzel, City Clerk

APPROVED AS TO FORM:

Trish Stuhan, City Attorney

**MEMORANDUM OF AGREEMENT
BETWEEN
STATE OF NEW MEXICO, ENVIRONMENT DEPARTMENT,
STATE OF OKLAHOMA, DEPARTMENT OF ENVIRONMENTAL QUALITY,
CITY OF KINGMAN, ARIZONA, AND
CITY OF WINSLOW, ARIZONA**

THIS MEMORANDUM OF AGREEMENT (“Agreement”) is entered into by and between the State of New Mexico, Environment Department (“NMED”), the State of Oklahoma, Department of Environmental Quality (“ODEQ”), the City of Kingman, Arizona (“Kingman”), and the City of Winslow, Arizona (“Winslow”), hereinafter collectively the “Parties” and/or the “Coalition”.

WHEREAS on August 16, 2022, President Biden signed into law the Inflation Reduction Act of 2022 (IRA);

WHEREAS the IRA established the Climate Pollution Reduction Grants (CPRG) program, which funds planning grants and implementation grants;

WHEREAS NMED, ODEQ, and the State of Arizona Governor’s Office of Resiliency were awarded CPRG Phase I planning grant funds and developed plans detailing proposed measures that reduce greenhouse gas (GHG) emissions;

WHEREAS the Parties represent entities from three of the states between which sections of Interstate 40 (“I-40”) run and connect the United States from coast to coast;

WHEREAS the Parties coordinated to complete a CPRG Phase II Implementation Grant Application (“Coalition Application”), which NMED submitted as lead applicant to EPA on April 1, 2024;

WHEREAS ODEQ, Kingman, and Winslow separately executed letters of intent to sign this Agreement, copies of which letters were included with the Coalition Application submitted to EPA;

WHEREAS all Parties are committed to participating in a CPRG Phase II coalition as coalition members to facilitate the development of clean transportation fueling stations to establish a sustainable freight transportation corridor, which project is known as Zero40 (the “Measure”), and which is more fully detailed in the Coalition Application;

WHEREAS should EPA select the Measure for an award of CPRG funds, the Parties agree to further collaborate in efforts to achieve successful implementation and development of the Measure, as such collaboration will not only be beneficial, but crucial, to the ultimate success of the Measure as a whole;

WHEREAS if any of the Parties were to withdraw from the Coalition, it would fundamentally alter the design and expected outputs and outcomes of the Measure;

WHEREAS all Parties are committed to fulfilling their respective roles and responsibilities to successfully implement regionally the Measure described in the Coalition Application, in a collective effort to achieve significant cumulative GHG emission reductions by 2030 and beyond;

WHEREAS NMED is a public entity that is authorized by the New Mexico State Legislature for the performance of this Agreement under the authority of NMSA 1978, Section 74-1-6, to make contracts with the environmental protection agencies of other states and the federal government to carry out NMED's delegated duties;

WHEREAS ODEQ is authorized by Oklahoma Statute Title 27A § 2-3-202 to enter into intergovernmental agreements with other public agencies including federal and public agencies of another state.; and

WHEREAS the cities of Kingman and Winslow, Arizona are authorized by Arizona Revised Statute 11-952 to enter into intergovernmental agreements with other public agencies including federal and public agencies of another state.

NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES:

1. Purpose of the Agreement. The purpose of this Agreement is to establish the Parties' respective obligations as coalition members in the implementation and development of the Measure.
2. Contacts. Points of contact for coalition members are:

NMED:

New Mexico Environment Department
Climate Change Bureau
Claudia Borchert, Bureau Chief
Claudia.Borchert@env.nm.gov

ODEQ:

Oklahoma Department of Environmental Quality
Air Quality Division
Kendal Stegmann, Division Director
Kendal.Stegmann@deq.ok.gov

Kingman:

Finance Department
Tina D. Moline
Deputy City Manager/ Finance Director
tmoline@cityofkingman.gov

Winslow:

City Manager
David Coolidge
dcoolidge@winslowaz.gov

3. Term. This Agreement shall be effective as of the date it is accepted and executed by all Parties. This Agreement shall terminate upon the close of the CPRG period of performance for awards (estimated to be October 1, 2029), unless terminated pursuant to the terms outlined herein.

4. Scope of Work.

A. The Parties' Obligations. The Parties shall meet regularly and as needed to review progress on performance commitments addressed in this Agreement and to update schedules for meeting the Parties' objectives outlined herein and in Table 1 and Section 2.a.1.2 of the Coalition Application, attached hereto and incorporated by this reference as Exhibit A. The Parties further agree to continue conducting meaningful public engagement in anticipation of a potential award of CPRG Phase II funds and in preparation of the Parties' respective Comprehensive Climate Action Plans (CCAPs).

B. Lead Applicant's Obligations. As a coalition member, lead applicant and potential recipient of grant funds and pass-through entity, NMED shall take on the roles and responsibilities as outlined in Exhibit A, as may be amended, and including, but not limited to:

i. Grant Administration. NMED shall be responsible for the administration of any grant funds awarded and for executing the financial assistance agreement, cooperative agreement, or otherwise with EPA for the Coalition and Measure. NMED shall also be the point of contact for the Coalition and responsible for communicating with EPA regarding the Measure. NMED shall submit its own and coalition members' semi-annual and final reports to EPA according to applicable deadlines. NMED shall liaise with EPA and seek approval for any changes or amendments to the Coalition Application or financial assistance agreement or other applicable agreement for the Coalition and Measure.

ii. Procurement of Third-Party Contractors. As stated in the Coalition Application, the Parties intend to procure at least four third-party contractors to provide grant administration services; site planning/developer/engineering services/construction oversight; analyses of emission reductions/community benefits/performance measures; and outreach and community engagement services. NMED shall be responsible for drafting and circulating an intergovernmental agreement to be between all other Parties to govern NMED's procurement of such third-party contractors on behalf of and to the benefit of all Parties and coalition members. NMED shall further be responsible for procuring such third-party contractors through the competitive procurement process and pursuant to all applicable federal statutes, regulations, terms and conditions, and policies. NMED shall be responsible for communicating with all third-party contractors, monitoring their performance under their respective contracts, and for obtaining any amendments to their respective contracts.

iii. Selection of Institution of Higher Education (IHE) for Hydrogen Training. As stated in the Coalition Application, the Parties intend to select an IHE to develop curricula and training in hydrogen technology and to provide such training to IHEs or other subrecipients located near each of the Coalition Members' project sites. NMED shall coordinate with the Parties in the selection of the IHE developing curricula and training services and shall be responsible for communicating with the selected IHE in monitoring its performance under its subaward.

C. Subrecipients' Obligations. As coalition members and potential subrecipients, ODEQ, Kingman, and Winslow shall take on the roles and responsibilities as outlined in Table 1 and Section 2.a.1.2 of Exhibit A, as may be amended, and including, but not limited to:

i. Reporting. ODEQ, Kingman, and Winslow shall submit to NMED their semi-annual and final reports as set out in the EPA award documentation and schedule and/or in NMED's Sub-Award Agreement.

ii. Procurement of Third-Party Contractors. ODEQ, Kingman, and Winslow shall coordinate and assist NMED with its selection of a "program administrator", which includes but is not limited to all of the third-party contractors the Parties intend to procure, as discussed above.

iii. Selection of IHE for Hydrogen Training. ODEQ, Kingman, and Winslow may coordinate and assist NMED with its selection of the IHE to provide hydrogen curricula development and training services.

5. Operating Model. The Parties' operating model and flow of funding is set out in Exhibit B attached hereto and incorporated by this reference.
6. Benefits of Collaboration. The Parties acknowledge that collaboration on developing a transportation corridor along a major regional segment of I-40 is crucial to the success of the Measure. The Parties mutually agree that collaborating across states will maximize the corridor's impact by connecting major interstate systems and that such collaboration will benefit the Measure as a whole and benefit the individual project sites contemplated and/or developed by each Party or its associated subrecipients. The Parties further agree and intend to coordinate with their subrecipients to develop individual project sites that at a minimum promote consistency and efficiency across the corridor. The Parties intend to approach developing this Measure and associated individual project sites in a manner that brings a secure and dependable transportation route to motorists.
7. Allocation of Agency Resources. The Parties agree to allocate each of their agency's resources as contemplated by the Budget Narrative of the Coalition Application, as set forth in Exhibit A, and, as may be amended.
8. Coalition Members' Acceptance of Responsibility.

A. NMED, as lead applicant and as potential recipient and pass-through entity of any awarded funds, hereby accepts full responsibility for the performance of the Coalition and will be accountable to EPA for effectively carrying out the full scope of work and the proper financial management of the grant. NMED further agrees to comply with all applicable federal statutes, regulations, terms and conditions, and policies, including but not limited to EPA's Subaward Policy and National Term and Condition for Subawards.

B. ODEQ, Kingman, and Winslow, as potential subrecipients, hereby accept full responsibility to be accountable to NMED, the lead applicant, for proper use of EPA funding and successful project implementation. ODEQ, Kingman, and Winslow further agree to comply with all federal statutes, regulations, terms and conditions, and policies applicable to EPA grant subrecipients, including but not limited to, EPA's Subaward Policy and the requirements for pass-through entities at 2 C.F.R. § 200.332.

9. No False Statements. The Parties each warrant that the financial documents and estimates provided to NMED for development of and inclusion in the Coalition Application or provided in the Parties' collaborative discussions thus far did not contain false material statements, representations, certifications, or omissions of material fact.
10. Eligibility Attestations.

A. All Parties attest they are active and in good standing with the U.S. Environmental Protection Agency (EPA) and are not suspended, debarred, or otherwise excluded in any way that would affect such party's eligibility to receive federal grant funds. All Parties further agree to notify the other parties within fifteen (15) days of any change in eligibility status.

B. NMED makes no representations as to the eligibility, under 2 C.F.R. Part 200, Subpart E, 2 C.F.R. Part 1500, 40 C.F.R. Part 33, or any other applicable regulations, of the costs and activities contemplated by the Parties specific projects to be implemented using awarded Coalition

Application funds. Such determination is the sole responsibility of each Party. All Parties attest to have undertaken preliminary due diligence and good faith efforts to determine the eligibility of such Parties' anticipated costs and activities and that none are such that would affect the integrity of the Coalition Application.

C. Furthermore, the Parties acknowledge that CPRG funds may not be used to aid regulated entities to comply with EPA regulatory requirements and that such would constitute an ineligible activity.

11. Funding Allocations. To accomplish the purpose of this Agreement and the goals of the Coalition Application, the Parties shall utilize the funds awarded by EPA to NMED for implementation of the Measure, as set out in Budget Narrative of the Coalition Application (Exhibit A), as may be amended and/or recalculated as the Parties continue collaborations.

12. No Guarantee or Representations by NMED.

A. NMED makes no guarantee or representations that any of ODEQ, Kingman, or Winslow's development plans under the Coalition Application meet any EPA eligibility requirements or include allowable direct or indirect costs, or otherwise. Furthermore, NMED does not guarantee any award of funds and all costs incurred by the Parties before any award of funds are made at a Party's sole risk and payment before any award shall be such Party's sole responsibility. ODEQ, Kingman, and Winslow agree not to purport to bind NMED unless a Party has express written authority to do so, and then only within the strict limits of that authority.

B. NMED is under no obligation to reimburse any costs of ODEQ, Kingman, or Winslow's incurred if, for any reason, NMED does not receive a federal award from the Coalition Application, or if the federal award is less than the amount sought and/or inadequate to cover such costs. In the event awarded funds are less or inadequate, allocations set out in Exhibit A will be proportionately reduced prior to disbursement.

In the event the Coalition Application is successful and funds awarded to NMED as lead applicant, any additional awards made by EPA after the initial award shall be negotiated and agreed upon by the Parties prior to any disbursement by NMED. If any Party seeks additional funding from any entity for such Party's specific project(s), such Party agrees that it is solely responsible for satisfying any requirements arising as a result of funding awarded by the awarding entity.

13. Disbursement of Funds; Sub-Award Agreements. The disbursement of funds from NMED to ODEQ, Kingman, and Winslow will be detailed under separate Sub-Award Agreements to be executed between NMED and each of these Parties after any award of federal funds.
14. Further Collaboration. All Parties acknowledge the likelihood that further negotiations may be necessary to achieve Coalition goals and successfully implement the proposed Measure and develop the Parties' individual project sites. Thus, all Parties agree to continue to collaborate and negotiate in the spirit of good faith and fair dealing. The Parties further agree to cooperate in all matters relating to further requirements made by EPA applicable to the Parties as part of any funding award or as otherwise related to the Coalition Application or Measure.
15. Fiscal Records; Strict Accountability. The Parties shall maintain fiscal records consistent with generally accepted accounting principles, and shall account for all receipts and disbursements of

funds transferred to NMED or transferred to ODEQ, Kingman, and Winslow pursuant to this Agreement, and shall be strictly accountable for all receipts and disbursements under this Agreement.

16. Non-Discrimination: National Policy Compliance.

A. The Parties agree to abide by all federal and state laws and rules and regulations, pertaining to non-discrimination and equal employment opportunity. In accordance with all such federal laws all parties assure that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If any Party is found not to be in compliance with these requirements during the term of this Agreement, such Party agrees to take appropriate steps to correct these deficiencies.

B. The Parties further agree that any person, group, or organization that signs this Agreement shall comply with the following federal statutes: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, the Age Discrimination Act of 1975, and their implementing regulations at 40 C.F.R. Parts 5 and 7, where applicable.

C. The Parties further agree to abide by the following: Section 60114 of the 2022 Inflation Reduction Act, Section 137 of the Clean Air Act (42 U.S.C. § 7437), Executive Order 13985, Executive Order 14008, Executive Order 14096, Davis-Bacon Related Acts (42 U.S.C. § 7614), Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§ 70911-70917), 40 C.F.R. Part 33, "Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs", EPA Solicitation Clauses, EPA's Subaward Policy, EPA's General Terms and Conditions, Procurement procedures under 2 C.F.R. Part 200, 2 C.F.R. Part 1500, and other procurement procedures, as applicable, Executive Order 11246, and Executive Order 13798.

17. Common Interest; Confidentiality.

A. The Parties acknowledge that collaboration in efforts to build a successful and mutually beneficial Coalition and achieve a successful award of funds is a matter of common interest. The Parties agree to promote the continued free flow and exchange of ideas and information in the further planning and implementation of the Measure.

B. Any communication shared between the Parties under this Coalition is not intended to waive any claim of privilege with respect to shared, confidential information. The Parties agree not to disclose to any person not a party to this Agreement any confidential information related to development of the Measure unless all Parties have agreed in writing as to such disclosure. Any Party that believes it is required by law to disclose such information shall, unless otherwise required by law, provide notice to all other parties of the information proposed for disclosure and the legal requirement such party believes compels the proposed disclosure no less than fifteen (15) days prior to the proposed disclosure, or in any event shall notify all other parties as soon as reasonably practicable.

C. The Parties agree that upon submission of the Coalition Application to EPA, NMED shall not be responsible for the status of confidentiality, or any privilege, protections, or otherwise that may apply to submitted information. The Parties acknowledge that such submitted information may be subject to the Freedom of Information Act (FOIA) and/or respective state and local governments' open records statutes and regulations. Each of the Parties are solely responsible for designating or properly registering with NMED and/or EPA any confidential business information, trade secrets, financial information, or such information that is otherwise confidential, privileged, or sensitive on behalf of such Party's jurisdiction.

D. The confidentiality provisions of this Agreement shall remain in full force and effect without regard to whether any legal actions or issues arise out of the Coalition Application, implementation or development of the Measure, or otherwise, and shall survive termination of the other provisions of this Agreement.

18. Assignment; Third Party Beneficiaries. The Parties shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Parties. This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.
19. Modification; Entire Agreement. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the Parties. This Agreement incorporates all the agreements, covenants and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless set forth in this Agreement.
20. Participation in Similar Projects. This Agreement in no way restricts any of the Parties from entering into other agreements with other public or private agencies, organizations, and individuals, or otherwise, or participating in similar projects.
21. Liability. Each Party shall be liable for its own actions incurred because of its negligence, acts or omissions in connection with this Agreement.
22. Breach. In the event of a breach of agreement, the aggrieved Party shall give written notice of the alleged breach to the other Party(ies). If the notified Party does not cure the breach, at its sole expense, within 30 days of delivery of written notice, the aggrieved Party may elect to terminate the agreement in accordance with this Agreement.
23. Dispute Resolution. The Parties agree to negotiate all contractual disputes in good faith. If the Parties are unable to independently and satisfactorily resolve any disagreement, then all Parties agree that any contractual dispute will be resolved under the jurisdiction of New Mexico and the exclusive venue shall be in the City and County of Santa Fe. In the event that court action is necessary then the Parties agree that whoever prevails in the litigation is entitled to reasonable attorneys' fees and costs as fixed by the Court.

24. Enforcement of Agreement. A Party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a Party of any of its rights shall be effective to waive any other rights.
25. Termination. This Agreement may be terminated by the Parties upon written notice delivered to the other parties at least thirty (30) days prior to the intended date of termination. By such termination, no Party may nullify or avoid any obligations required to have been performed prior to the date of termination and such party shall be solely responsible for the payment of any and all costs incurred by such Party.
26. Notice. Any notice required to be given to any Party of this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid to:

NMED:

James Kenney, Secretary
New Mexico Environment Department
P.O. Box 5469
Santa Fe, NM 87502-5469

ODEQ:

Executive Director
Oklahoma Department of Environmental Quality
P.O. Box 1677
Oklahoma City, OK 73101-16772

Kingman:

Tim Walsh, City Manager
City of Kingman
310 N. 4th Street
Kingman, AZ 86401

Winslow:

David Coolidge, City Manager
City of Winslow
21 N. Williamson
Winslow, AZ 86047

27. Applicable Law. The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions.
28. Severability. If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.
29. Binding Effect. Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
30. Authority. The signatories of the entities below represent and warrant that they have the power and authority to bind their agency, and that no further action, resolution, or approval is necessary to enter into a binding contract.
31. Counterparts. This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement voluntarily, with full authority, and on the dates set forth by their respective names.

State of New Mexico

By: _____
James Kenney, Secretary
New Mexico Environment Department

Date: _____

By: _____
NMED Legal – Certifying Legal Sufficiency

Date: _____

SIGNATURE PAGE

State of Oklahoma

By: _____
_____, Executive Director
Department of Environmental Quality

Date: _____

SIGNATURE PAGE

City of Kingman, Arizona

By: _____
Ken Watkins, Mayor

Date: _____

SIGNATURE PAGE

City of Winslow, Arizona

By: _____
Roberta Cano, Mayor

Date: _____

Attest:

By: _____
Suzy Wetzel, City Clerk

Date: _____

Approved as to Form:

By: _____
Trish Stuhan, City Attorney
Pierce Coleman PLLC

Date: _____

EXHIBIT A

[Coalition Application]



STATE OF NEW MEXICO

Zero40

April 1, 2024

United States Environmental Protection Agency

Climate Pollution Reduction Grant Program

Phase 2 Implementation Grant Application



OKLAHOMA
Environmental
Quality

1 COVER PAGE

OPPORTUNITY INFO Agency: Title: Funding Opportunity #: Assistance listing #:	United States Environmental Protection Agency (EPA) Climate Pollution Reduction Grant (CPRG) Program: Implementation Grants General Competition EPA-R-OAR-CPRGI-23-07 66.046
LEAD APPLICANT INFO Application Title: Applicant: Primary Contact Name: Phone Number: Email Address:	Zero40 New Mexico Environment Department (NMED) Claudia Borchert <i>Climate Change Bureau Chief</i> NMED Climate Change Bureau 505-699-8489 claudia.borchert@env.nm.gov
APPLICATION TYPE Type: Coalition Members:	☒ Lead Applicant for a Coalition: 1. City of Kingman, Arizona (Kingman) 2. City of Winslow, Arizona (Winslow) 3. State of Oklahoma, Department of Environmental Quality (Oklahoma DEQ)
APPLICABLE SECTORS	☒ Transportation ☒ Energy
APPLICABLE LOCATION	The Corridor along Interstate-40 in Arizona, New Mexico, and Oklahoma.
SYNOPSIS OF MEASURE	This coalition application proposes one measure: Zero40 is a multi-state effort across the Southwestern US to decarbonize 1,124 miles (or ~50%) of Interstate-40. If awarded, Clean Transportation Centers supporting medium- and heavy-duty zero-emission trucks will be developed in multiple locations along the corridor, each including [1] clean electricity generation, storage, and electric vehicle charging infrastructure and [2] hydrogen refueling infrastructure.
TOTAL REDUCED CLIMATE POLLUTION	Expected Greenhouse Gas (GHG) Emission Reductions Total Cumulative: 2025-2030: 181,752 metric tons CO₂e 2025-2050: 1,340,508 metric tons CO₂e Total Cumulative, Attributable to CPRG Funds: 2025-2030: 150,067 metric tons CO₂e 2025-2050: 1,168,385 metric tons CO₂e
TOTAL FUNDING REQUESTED	\$479,592,564
RELEVANT PRIORITY CLIMATE ACTION PLANS (PCAPs) PCAP, Lead Organization: PCAP Title: NM PCAP, Direct Link:	<i>Note: all PCAPs are attached in grants.gov and linked below.</i> NMED, with support from the New Mexico (NM) Energy, Minerals, and Natural Resources Department (EMNRD) <i>New Mexico Priority Climate Action Plan (NM PCAP)</i> <u>New Mexico Priority Climate Action Plan</u> , including: <u>Appendix K.1</u> – Inventory and Quantification Methodology <u>Appendix K.2</u> – Emission Reduction Calculations <u>Appendix K.3</u> – Quality Assurance Project Plan (QAPP)

NM Public CPRG Website:	• <u>Appendix L</u> – New Mexico Census Tract Block Groups Identified by EPA as LIDAC • <u>Appendix M</u> – Identified Stakeholders List https://www.climateaction.nm.gov/climate-pollution-reduction-grant/
OTHER APPLICABLE PCAPS PCAP Member Organization (1):	State of Arizona, applicable to the City of Kingman and the City of Winslow <i>The Clean Arizona Plan</i> https://www.epa.gov/system/files/documents/2024-03/the-clean-arizona-plan.pdf
PCAP Member Organization (2):	Oklahoma Department of Environmental Quality <i>Oklahoma’s Priority Action Plan</i> https://www.epa.gov/system/files/documents/2024-03/oklahoma-cprg-priority-action-plan.pdf

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2 WORKPLAN

2.a. OVERALL PROJECT SUMMARY AND APPROACH

The New Mexico Environment Department (NMED) is leading a bipartisan *Zero40 Coalition* (Coalition) to establish eight clean transportation fueling locations in Arizona, New Mexico, and Oklahoma along Interstate 40 (I-40) to establish a sustainable freight transportation corridor from California's Port of Los Angeles (LA Port) to points east (Figure 1). Each of the Zero40 clean transportation fueling locations – known as Clean Transportation Centers (CTCs) – is specifically designed for Medium- and Heavy-Duty (MHD) Zero Emission Trucks (ZETs) and to provide direct benefits to residents in Low-Income and Disadvantaged Communities (LIDAC) along I-40 who are negatively affected by air pollutants spewing from diesel truck engines. The CTCs will include heavy-duty electric vehicle (EV) charging stations and mobile hydrogen (H₂) re-fueling stations utilizing low-greenhouse gas H₂ (as explained in section 4.d). These eight Zero40 CTC sites (identified in Figure 1) amplify decarbonization efforts at the LA Port to connect points west to east, while the federal Joint Office of Energy and Transportation (Joint Office) concentrates its efforts on I-40 east to west through 2035.^{1,2,3} The Texas Department of Transportation recently designated its section of I-40 as a ZET corridor, priming Amarillo for a potential future CTC.⁴

The objective of Zero40 is to fill a gap along a key section of I-40 by installing and replicating CTCs to provide the infrastructure necessary to fulfill EPA's new final rule, "Greenhouse Gas Emissions Standards for Heavy-Duty Vehicles – Phase 3" and support the clean transportation components of new manufacturing and logistics projects, i.e. "inland ports," currently in early development. Specifically for three of the Zero40 sites: Kingman, Arizona; Winslow, Arizona; and Bernalillo County, New Mexico, the US Department of Transportation (US DOT) considers the I-40 corridor so vital that it has provided initial planning funds for an I-40 TradePort Corridor^{5,6} as part of its Regional Infrastructure Accelerator program (RIA; see section 2.a.2.1 for details). Zero40 plans to deploy CTCs at these RIA sites.^{7,8,9} The Zero40 site in the Gallup, New Mexico area will leverage New Mexico Department of Transportation (NMDOT) funding allocated for inland port and transportation planning to ensure the installation of a CTC. The Zero40 site in Oklahoma City, Oklahoma will also benefit from the installation of a CTC as the city explores inland port development. Zero40 sites in Tucumcari, New Mexico; Elk City, Oklahoma; and Checotah, Oklahoma will be able to use their CTCs as economic and community development anchors to spur additional investment and cleaner air for LIDAC residents.

Regarding private investment, the Zero40 Coalition application is already attracting key private investment interest. For example, Greenlane Infrastructure, LLC (a joint venture between Daimler Truck North America, LLC, NextEra Energy Resources, LLC, and BlackRock Alternatives) plans to build a 280-mile MHD ZET corridor from Los Angeles to Las Vegas¹⁰ and indicates its interest in responding to requests for proposals to implement portions of Zero40 through a letter of support (attached in grants.gov).

Importantly, Zero40 not only aims to invest in CTC infrastructure but also directly in education and workforce development for residents of the Coalition states – many of whom live in LIDAC (see sections 2.d and 2.e). These programs will provide increased workforce training for needed Zero40 clean transportation jobs, participant support costs for underemployed workers, and "train the trainers" class materials and curricula for local academies, schools, and community colleges as they prepare transportation specialists to support these new transportation technologies. With Zero40, the Coalition anticipates a reduction of Greenhouse Gas (GHG) emissions by 1,340,508 total metric tons of carbon dioxide equivalent (MT CO₂e) by 2050.

The Zero40 Coalition

Lead:

- New Mexico Environment Department

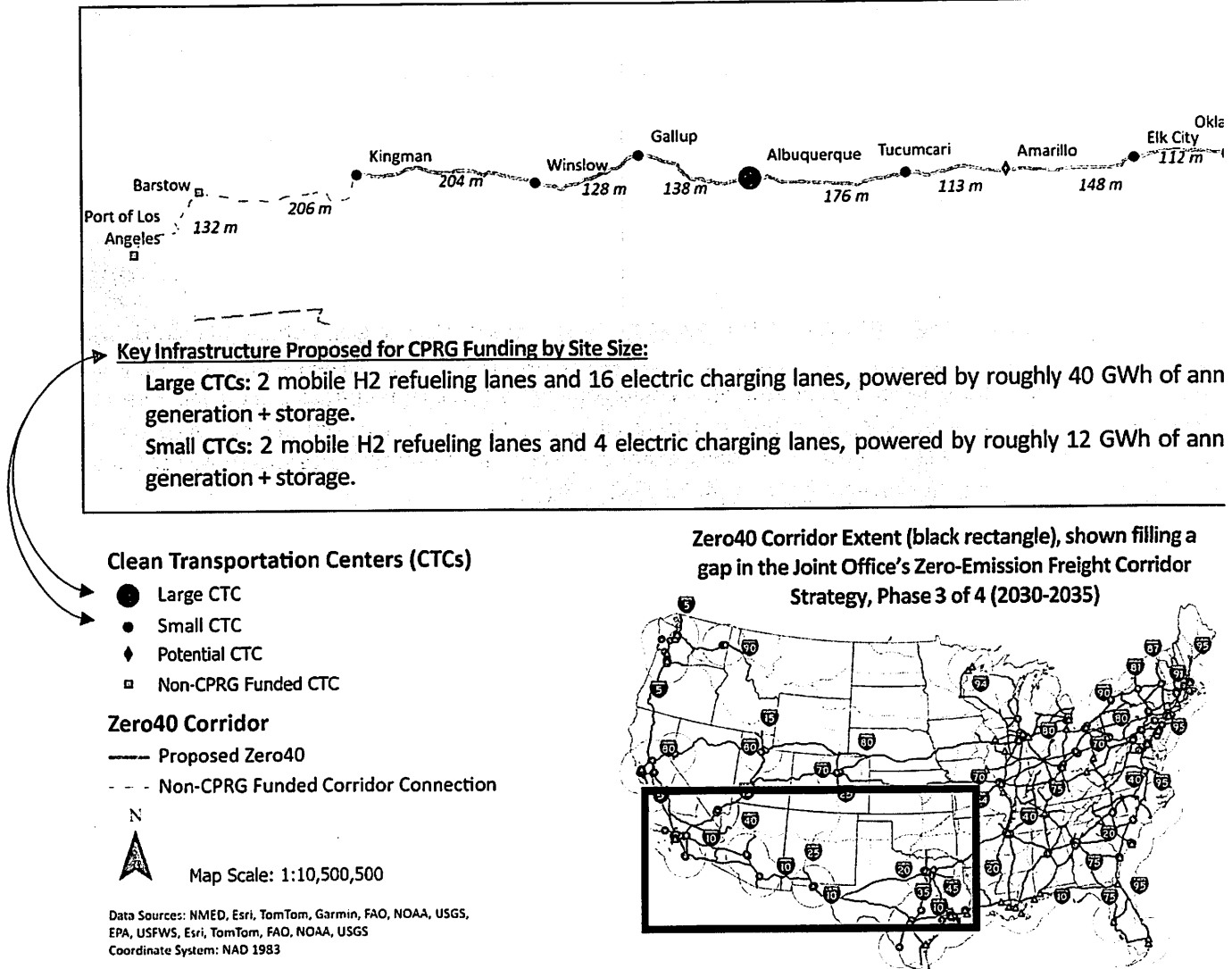
Members:

- City of Kingman, Arizona
- City of Winslow, Arizona
- Oklahoma Department of Environmental Quality

Figure 1.

Proposed Zero40 Corridor

A Multi-State, CPRG Coalition Roadmap



2.a.1 Description of the GHG Reduction Measure

The Coalition proposes to provide clean energy-powered MHD chargers and low-GHG H2 refueling stations at eight CTC sites along I-40 to facilitate the sustainable transport of goods, either as part of a developing inland port or as a separate anchor location. Demand for clean transportation infrastructure is skyrocketing, as federal and state investments and regulations – such as EPA’s new “Phase 3 GHG Emissions Standards for HD Vehicles” rule and the “Advanced Clean Trucks” rule recently adopted by New Mexico under section 177 of the Clean Air Act (CAA) – set new standards for MHDs and MHD manufacturers, and businesses set sustainability goals and supply chain decarbonization objectives.

At the same time, truck freight mileage is only expected to increase in the coming decades. For example, truck freight mileage is projected to grow by approximately 30 percent (%) over the next 25 years with Texas and California trucking more freight ton-miles¹¹ than any other state in 2023.¹² If this growth, including between these two states, continues and is not counteracted by successful ZET deployment, then the people living along the corridor will increasingly be exposed to harmful tailpipe emissions.

To counteract this trend, Zero40 aims to build on early planning already underway at four developing inland port locations and fund the CTC infrastructure necessary to reduce emissions at those sites. Specifically, the US DOT’s RIA grant award to the I-40 TradePort Corridor (TradePort) kick-started crucial infrastructure planning in three key locations in Arizona and New Mexico that will lay the basis for Zero40’s success (Kingman, Arizona; Winslow, Arizona; and Bernalillo County, New Mexico). Zero40 leverages the foundational work underway at the TradePort by: (1) providing initial implementation funding at the three planned TradePort sites to rapidly accelerate the deployment of the MHD electric charging and H2 refueling stations, and (2) expanding the corridor through replication of the US DOT RIA model to plan and implement additional CTCs along I-40, maximizing the impact of public funding by attracting private investment. A fourth site, the Greater Gallup area in New Mexico, has received NMDOT funding for similar planning efforts that will help accelerate the development and replication process as well. Zero40’s project-wide critical infrastructure will:

1. Amplify the clean, sustainable transportation of goods underway at the LA Port across the Southwest US to points east along I-40 and south towards the ports of entry between the US and Mexico so that GHG emissions decrease – not increase – in the transportation sector as trade expands;
2. Empower rural and urban communities in the Coalition by strategically placing CTCs to directly create workforce development opportunities for quality jobs, including in LIDAC; and
3. Catalyze tailpipe emission reductions resulting in improved air quality along the I-40 corridor for LIDAC residents and improved public health outcomes.

To decrease GHG in the transportation sector, the Coalition will directly work to support increasing numbers of ZETs along I-40 by installing CTCs at “small” and “large” CTCs in rural and urban areas respectively. The small CTCs ensure 108 ZETs can recharge/refuel per day and successfully traverse the I-40 corridor. Small CTCs are planned for the following Zero40 sites: Kingman, AZ; Winslow, AZ; Gallup, NM; Tucumcari, NM; Elk City, OK; and Checotah, OK. The large CTCs ensure that 252 ZETs can recharge/refuel per day. Large CTCs are planned for the two major urban areas in Zero40 (Bernalillo County, NM, and Oklahoma City, OK).

Upon completion, the eight CTCs collectively will add the following to the Zero40 section of I-40:

1. 56 MHD EV charging lanes;
2. 16 mobile H2 refueling lanes for MHD fuel cell electric vehicles;
3. Renewable energy generation systems at each CTC to produce and store 152 Gigawatt hours (GWh) of clean energy each year that will primarily power the 56 EV lanes.

Although ZET-supporting infrastructure to reduce GHG emissions is critical, Zero40 is also about creating a catalyst for sustainable economic growth, workforce opportunities, environmental protection, and healthier communities in the eight CTC site locations described below.

2.a.1.1 Clean Economic Opportunities for LIDAC – A Profile of Proposed CTC Hosts:

KINGMAN: The City of Kingman, AZ, is taking part in a groundbreaking initiative to advance the development of the I-40 TradePort Corridor. The proposed CTC fits into this larger TradePort project, which aims to transform the region with innovation, economic growth, and sustainability. Kingman will achieve this by attracting private investments for manufacturing and distribution projects and partnering with public and private investments for strategic development. Current Tradeport Kingman investments total \$974,000. This site was selected because (1) the entire town is designated as LIDAC by the EPA's *IRA Disadvantaged Community* mapping layer from the EPA's *EJScreen* mapping tool (which is used to identify LIDAC throughout this document),¹³ and (2) the US DOT recognizes the TradePort as an RIA, of which Kingman is a key location.



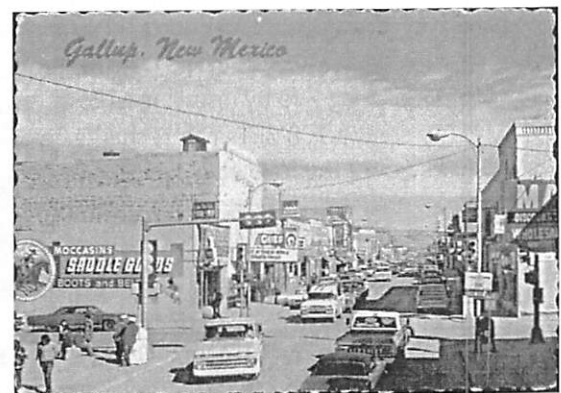
"Historic District in Kingman, Az [sic]" by Marine 69-71, 10 May 2019. CC BY-SA 4.0 DEED.

WINSLOW: The City of Winslow, AZ is part of the Tradeport, and "I-40 TradePort Winslow" is a new 3,750-acre advanced manufacturing and logistics park, serviced by the BNSF Railroad, the local Winslow-Lindberg Regional Airport, and the bustling I-40. The proposed CTC fits into this larger TradePort project. With the ability to serve a wide variety of users, this project answers the growing demand for advanced manufacturing, heavy manufacturing, logistics, transportation, manufactured wood products, renewable energy production and storage, semiconductor suppliers, aerospace, and more. This site was selected because (1) the entire town is designated as LIDAC by EPA, and (2) the US DOT recognizes the TradePort as an RIA, of which Winslow is a key location.



"Winslow, Arizona" by Alan Levine, 28 August 2008. CC BY-SA 2.0 DEED.

GALLUP: The Greater Gallup Economic Development Corporation (GGEDC) has worked with public and private partners for over 10 years to establish the Greater Gallup area in New Mexico as a functional logistics hub, optimally located along the I-40 and BNSF Railway corridors at the nexus point between the western seaports, logistics centers in the Southwest, and Port Houston in the East. The GGEDC recently received multiple grants through the NMDOT to support studies necessary for planning the envisioned Gallup/McKinley County inland port. One of the studies being conducted focuses on the use of H2 and EV fuel stations within planned transportation centers. CPRG funding is a crucial steppingstone for the Greater Gallup area to take the leap from planning to implementation. With an economy historically built on coal mining and the railroad industry, the Greater Gallup area has a workforce ready and able to make the transition to clean energy and transportation careers. This site was selected because Gallup and the surrounding area, including the Navajo Nation and Zuni Pueblo, are largely populated with residents of LIDAC. These communities and Tribal members will have priority access to the many opportunities and benefits that Zero40 creates, including building a stronger economy, reducing pollution, and providing high-quality jobs.



"Gallup, New Mexico" by Yesterdays-Paper, 6 January 2017. CC BY 3.0 DEED.

BERNALILLO COUNTY (i.e., ALBUQUERQUE): Bernalillo County is host to the City of Albuquerque and is New Mexico's most populous county with over 676,000 residents. The Albuquerque area will feature a CTC that will serve electric and H2 trucks, and function as a logistics hub, attracting private investment. These manufacturing and distribution projects will facilitate the flow of trade to and through New Mexico with this value-added, cost-

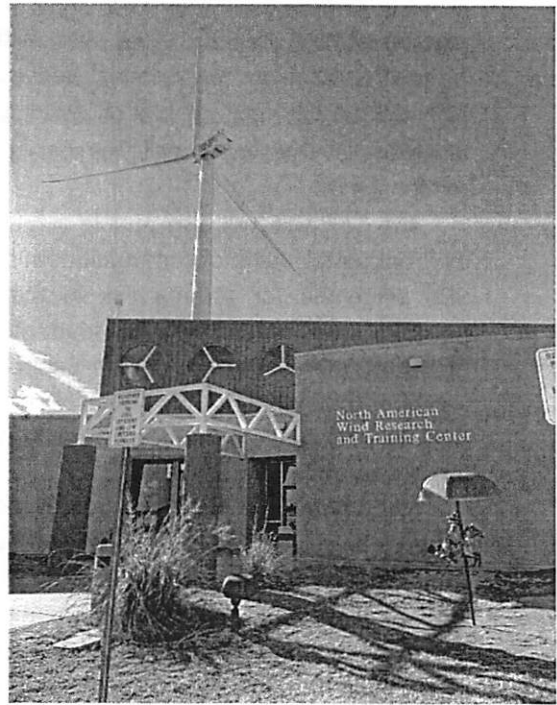
saving system. The proposed CTC fits into the larger TradePort project. This site was selected because (1) most of the county is designated as LIDAC by EPA (including the census tract where the CTC will be located), (2) the county's residents suffer from air quality problems (primarily Ozone or O₃) that can be best improved by preventing tailpipe emissions (particularly NOx), and (3) the US DOT recognizes the TradePort as an RIA, of which Bernalillo County is a key location.

TUCUMCARI: Tucumcari, NM is a small, rural town that saw a rapid population decline when the creation of I-40 bypassed its downtown by about one mile. Over time, the Tucumcari population has decreased from 12,000 residents at its peak to less than 5,000 today, as the bypass depleted "main street" economic opportunities. Yet, Tucumcari hosts the North American Wind Research and Training Center at Mesalands Community College (MCC), which graduates some of the most qualified technicians in the world to help meet the need for an estimated 170,000 new positions in the renewable industry by 2030. This cornerstone of the community positions Tucumcari to revitalize its economy while creating sustainable workforce and training opportunities. This site was selected because (1) the entire town is designated as LIDAC by EPA, (2) New Mexico recognizes that a CTC from Zero40 can be an opportunity to correct Tucumcari's current "bypass" status, and (3) Zero40 "brings great hope to a depressed town," as Dr. Allen Moss, *MCC Interim President*, states in MCC's Zero40 letter of support (attached in grants.gov).

ELK CITY: All US Census tracts in and around Elk City, OK are designated as LIDAC by EPA. Elk City is in Beckham County, where total employment has fallen by 25% from 2014 to the first nine months of 2023, compared to 6% growth statewide over this time. In some sectors, like manufacturing, natural resources, and mining, employment fell by more than half over this period. Nearly one-quarter of the county's workforce labors in the natural resources and mining sector, compared to a statewide average of 3.1%. The area's total employment fluctuates heavily with oil prices, dropping significantly alongside the oil price declines of 2016 and 2020-2021. This generates economic volatility not seen elsewhere in the state. From 2019 to 2020, employment in Beckham County fell by 12.9%, compared to 5.1% statewide.¹⁴

Employment from Zero40 could significantly help Beckham County create more stable support for its economy and workforce. Local jobs to build a fueling and charging station on I-40 will provide a much-needed stimulus to the area. It will also ensure greater volumes of clean vehicle traffic passing through, generating ongoing economic opportunities and employment lasting for years after the project is complete. Beckham County has a low high-school graduation rate (84.8% versus 88.9% statewide), as well as transportation issues for its heavily rural population (24.9 people per square mile, versus 57.7 statewide).¹⁵ Workforce training for the project will address issues of education, including funds targeted to high school programs (see section 2.e.3). Although Beckham County faces unique challenges, locating a CTC there has the potential to enable lasting impacts.

OKLAHOMA CITY: Oklahoma City (OKC) is unique among the proposed CTCs located in Oklahoma in that it has experienced rapid economic growth and demographic change. The city is in Oklahoma County, whose



"National Route 66 museum in Elk, Oklahoma [sic]" by Gorup de Besanez, 2017. CC BY-SA 4.0 DEED.

employment has grown by 12.0% from 2014 through the first nine months of 2023, double the 6.0% state average. Natural resources and mining jobs account for only 2.0% of employment in Oklahoma County, less than 50% of the 3.1% state average.¹⁶ However, the city and county's dynamic economy can mask salient inequalities. For instance, although Oklahoma County's median household income of \$62,505 is nearly 2% greater than the state median income, its 16% poverty rate is also nearly 2% greater than the state average. Critically, many of these areas are in the southern portion of OKC running along I-40. Initiatives to provide science, technology, engineering, and mathematics (STEM) high school curricula, as well as training at Oklahoma CareerTech Skills Centers, community colleges, and university-level programs, will thus specifically focus on students and workers from LIDAC in and around OKC (see section 2.e.3).

The OKC CTC will also enable a future inland port opportunity that may have a critical impact on the environmental health of communities in the area. In central OKC, this includes multiple blocks at and above the 90th percentile for asthma risk in the Westlawn Gardens, Stockyards City Main Street, and Riverside neighborhoods to the north and south of I-40. On the east side, this includes blocks between the I-235 and I-35 highways intersecting I-40 in the Capitol View, Douglas Park, Riverside, Capitol Hill, and Westlawn Garden neighborhoods with asthma risk levels in the 95-99th percentiles. These areas of elevated asthma risk are largely but not exclusively in parts of the city where people have lower incomes, who will benefit from Zero40's improvement in air quality.¹⁷

CHECOTAH: Like Beckham County, McIntosh County – where Checotah, OK is located – is heavily rural (30.6 residents per square mile, versus 57.7 statewide), with workforce education levels that present a unique challenge (13.6% of residents with a bachelor's degree, versus 27.3% statewide).¹⁸ About one in every eight households (12.8%) is headed by an American Indian or Alaska Native.¹⁹ The construction of a charging and fueling station in Checotah will thus be elemental to addressing issues of structural rural poverty, both there and in surrounding portions of McIntosh County. Furthermore, Checotah is at the intersection of I-40 and State Highway 69. At this intersection, four US Census Block communities are in the 99th EJ Index percentile for concentrations of fine Particulate Matter (PM_{2.5}), the 99th percentile for O₃ concentrations, the 99th percentile for low life expectancy, and the 93rd percentile for asthma among adults.^{20, 21} All four of these US census blocks are in Checotah. Thus, it is evident that these communities will benefit not only from the economic prospects of a CTC but also from its numerous health benefits.

Table 1 details the proposed tasks and milestones for Zero40 implementation. Milestones are indicated by asterisks. Overall, the period of performance is October 1, 2024, to September 30, 2029.



"Automobile Alley in Oklahoma City" by katsrcool, 26 August 2012. CC BY 2.0 DEED.



"Kniseley and Long Building, Checotah Oklahoma [sic]" by John Phelan, 10 April 2011. CC BY 3.0 DEED.

Table 1. Zero40 Tasks and Milestones (included in grants.gov, in the attached Budgetcalcs_NMED.xlsx)

Calendar Year	2024			2025			2026			2027			2028			2029		
	Quarter			Quarter			Quarter			Quarter			Quarter			Quarter		
	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
Quarters since award		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Activities and Milestones, indicated by an '*'																		
1 Submit application	*																	
2 Receive award		*																
3 Hire internal staff for Zero40 Coalition members and other subawardees and procure necessary staff equipment		*																
4 Competitively procure third-party grant administrator/auditor		*																
5 Competitively procure site engineering services		*																
6 Competitively procure a consultant to track emissions, jobs, and other community benefits		*																
7 Competitively procure outreach and community engagement consultant			*															
8 Execute subaward agreements: Oklahoma Department of Environmental Quality, City of Kingman, City of Winslow, Bernalillo County, Greater Gallup Economic Development Corporation, Tucumcari, New Mexico Workforce Solutions Dept.		*																
9 Confirm CTC site selections		*																
10 Select institution of higher education (IHE) to develop hydrogen curricula and training opportunities			*															
11 Onboard third-party grant administrator, develop invoicing and reimbursement systems, track expenditures, submit invoices and budget reports to grant administrator, reimburse expenses, etc.																		
12 Develop 3-state overarching outreach plan and engage communities at all 8 CTC sites				*														
13 Consultant works with subrecipients to engage communities at all 8 Zero40 sites																		
14 Development and distribution of IHE hydrogen curricula and training opportunities																		
15 Award and deploy funding from NMWSD via local workforce boards to fill workforce development gaps and recruit future workforce				*														
16 In Oklahoma, develop electrical trade workforce programs and recruit future workforce																		
17 Bernalillo County, Tucumcari, Gallup, Kingman and Winslow work with academies, regional school systems, and IHEs serving underrepresented groups to deploy funding for education and skills development																		
18 Complete CTC engineering, site development, and construction contractor procurement of 4 sites: Bernalillo County, NM; Kingman, AZ; Winslow, AZ; and Gallup, NM					*													
19 Complete CTC engineering, site development, and construction contractor procurement of 4 sites: OKC; Elk City, OK; Checotah, OK; and Tucumcari, NM						*												
20 Complete CTC site construction: Bernalillo County, NM; Kingman, AZ; Winslow, AZ; and Gallup, NM							*											
21 Complete CTC site construction: OKC; Elk City, OK; Checotah, OK; and Tucumcari, NM								*										
22 Owners operate and maintain CTC sites																		
23 Track and review performance measures																		
24 Submit semiannual report, including performance measures				*		*		*		*		*		*		*		*
25 Submit final report																		*

2.a.1.2 Coalition Roles and Responsibilities

Coalition Lead – NMED:

- Issuing subawards to coalition members per EPA's Subaward Policy.
- Coordinating with coalition members on the selection of contractors (e.g., third-party grant administrator) through a competitive procurement process per 2 CFR § 200.
- Overseeing further subrecipients, and/or procurement of contractors.
- Tracking and reporting on project progress on expenditures and purchases.
- Tracking, measuring, and reporting accomplishments on proposed timelines and milestones.
- Submitting (1) semi-annual progress reports on grant implementation and planned activities to EPA and (2) a detailed final report to EPA within 120 calendar days of the completion of the period of performance.
- Community and stakeholder outreach and education within the State of New Mexico.
- Collaborating across states to maximize the corridor's impact by connecting major interstate systems.

Coalition Members (i.e., subrecipients) – Kingman, Winslow, and Oklahoma DEQ:

- Complying with subrecipient requirements under EPA’s Subaward Policy, and all applicable federal statutes, regulations, policies, and guidance.
- Assisting NMED with the selection process for a program administrator.
- Tracking and reporting to NMED on project progress on expenditures and purchases.
- Tracking, measuring, and reporting to NMED on accomplishments and proposed timelines and milestones.
- Community and stakeholder outreach and education.
- Collaborating across states to maximize the corridor's impact by connecting major interstate systems.

Table 2 details anticipated risks associated with measure implementation and mitigation strategies for each risk.

Table 2. Zero40 Risks and Mitigation Strategies

Risk	Effect on GHG emission reductions	Mitigation Strategy
Delays in program administrator procurement process.	Delays may reduce cumulative GHG emission reductions in the near term (2025 – 2030).	Develop request for proposals documentation between announcements of subrecipients and receipt of assistance agreement to build in more time.
Difficulty in partnering with an Institute of Higher Education (IHE) to participate in Zero40 for H2 train-the-trainer services.	No direct effect. Indirectly, greater coordination would be needed to develop the future clean energy workforce.	Have IHEs along each portion of I-40 develop exchange programs with those located elsewhere to provide trainees with needed background and skills in H2 and EV infrastructure to work on their portions of the Zero40 and have institutions that do offer such training send apprentices to multiple corridor sites to obtain needed work experience.
Lack of resilience in the infrastructure system along the corridor for reliable service.	This could lead to a lack of reliability, which would underserve the intended users and limit GHG reductions.	Infrastructure resilience was built into this program though requiring a minimum of four charging stations and two mobile H2 refueling stations at each site to provide backup infrastructure in the case that one unit fails.
The potential of one or more Zero40 Coalition members withdrawing from the project.	This has the potential of limiting emissions reductions due to the loss of CTCs, therefore breaking up the connectivity of the route and decreasing the ability of drivers to refuel reliably.	In the event a coalition member withdraws, NMED would contact EPA with a proposal to revise the Workplan or Financial Assistance Agreement. Such proposals could be to reallocate funds among remaining coalition members or towards other components of the overall project (e.g., workforce development) or to a specific site (e.g., to expand infrastructure, capacity, or make a site EV-ready), or to redirect funds to an entity that would have otherwise been an eligible applicant/coalition member at the time of applying for implementation grant funds and which can realistically spend the funds implementing a project that would reduce GHG emissions, or fill the gap created by the withdrawn party and encourage private investment.
Lack of, or delay in, availability of H2 at the scaled cleanliness level projected over the 5-year project period.	If Zero40 is unable to pair a clean H2 supply with the scaled emissions standards projected in the emissions reduction calculations, there is potential for a decrease or	All Zero40 Coalition members have put in substantial work to develop relationships with potential H2 suppliers for the project. See the attached letter of support in grants.gov. Coalition members will continue to do so before and throughout the performance period to ensure

	delay in emission reductions throughout the implementation of the measure.	Zero40 has access to the cleanest H2 available on the market. If low GHG H2, below the emissions levels of diesel, is unavailable, the Zero40 Coalition will reconsider how to direct funding to meet CPRG program goals in collaboration with EPA.
Inability to procure infrastructure promptly (e.g., mobile H2 refuelers)	This may result in a delay in emission reductions throughout the performance period.	The Zero40 Corridor will consider various options, including finding other vendors to supplement supply or reallocating funds to other eligible expenses in collaboration with EPA to deliver GHG reductions.

Table 3 demonstrates how Zero40 relates to GHG reduction measures in Coalition member PCAPs. Zero40 was selected as a priority because transportation is the highest source of emissions for Arizona, and the second-highest source in New Mexico and Oklahoma. Other reasons for prioritizing Zero40 include (1) New Mexico recently adopting the “Advanced Clean Trucks” rule under section 177 and passing a Clean Transportation Fuel Standard to create a clean fuels market, (2) communities’ support for making investments in workforce and economic opportunities in rural areas, and (3) the tangible environmental and health benefits delivered to people living in LIDAC along the corridor.

Table 3. Zero40 Measure Alignment with Coalition Member PCAPs

Measure	Priority Climate Action Plan (PCAP) Title(s) and Page Numbers
Zero40**	<i>New Mexico Priority Climate Action Plan</i> ; mentioned on pages 5, 7, 16, 20, 26, 33, 48, 72-76, then described in detail on pages 80-87.
	<i>Oklahoma’s Priority Action Plan</i> ; described on page 13.
	<i>The Clean Arizona Plan</i> ; mentioned on pages 16 and 60 and detailed on pages 45-50.

** “Zero40” replaces the former project name, “Clean I-40 Transportation Corridor.”

2.a.2 Demonstration of Funding Need

CPRG Phase 2 funding is necessary to fully implement the Zero40 measure based on the Coalition’s evaluation of potential federal and non-federal funding sources.²² Some Zero40 Coalition members have applied for related opportunities and have active legislation under consideration, such as Oklahoma’s tax incentives for clean transportation infrastructure and vehicles. However, funding for clean transportation infrastructure remains insufficient, and leveraging other dollars is key. The Zero40 initiative will do just this by leveraging existing TradePort plans from RIA to guide the establishment of additional CTCs in Gallup, Tucumcari, Elk City, Oklahoma City, and Checotah. This foundational investment is vital along the corridor, which has a disproportionate number of LIDAC.

2.a.2.1 Federal Funding Sources Explored for Zero40

Fixing America’s Surface Transportation (FAST) Act of 2015, Further Consolidated Appropriations Act of 2020, and Bipartisan Infrastructure Law (BIL) of 2021:

1. US DOT Regional Infrastructure Accelerators Program (RIA)²³
 - a. NM has received \$974,000 (FY2023) for early planning and development of the I-40 TradePort Corridor (including Bernalillo County, Kingman, and Winslow) (see Figure 2). The RIA program accelerates project delivery and clears barriers for credit-worthy projects by funding and encouraging best practices in project planning, studies and analysis, preliminary engineering, and design. Zero40 leverages the RIA funding to directly reduce the total CPRG funds requested here. Zero40 also intends to (1) implement the relevant plans that the TradePort produced under RIA and (2) replicate the planning model across the five non-RIA CTCs.

BIL (only):

2. US DOT Federal Highway Administration (FHWA) Charging and Fueling Infrastructure Discretionary Grant Program (CFI Program)²⁴
 - a. NM has received \$67.8 million (FY2024) for projects in Taos, Santa Fe, and along I-10 in the southern part of the state. These complementary funds strategically deploy EV charging infrastructure and other alternative fueling infrastructure projects along I-10 but are directed to other state agencies for their priorities and scopes of work. The I-10 investment will complement Zero40, enabling even further clean transportation

interconnectivity with major freight networks, including the flow of goods from ports of entry between the US and Mexico.

3. US DOT FHWA Carbon Reduction Program²⁵
 - a. NM has received \$61.3 million (FY2022-2026) under this program. These complementary funds are designed to reduce transportation emissions; however, they are awarded to different state agencies for other objectives, none of which are clean transportation corridors.
4. US DOT FHWA Congestion Mitigation & Air Quality Improvement Program (CMAQ)²⁶
 - a. NM has received \$64.7 million (FY2022-2026) for this program. These complementary funds are for transportation projects to help meet the requirements of the CAA's National Ambient Air Quality Standards for O₃, carbon monoxide (CO), or Particulate Matter (PM), but few Zero40 Corridor areas are currently in nonattainment status. That said, Zero40 ensures Criteria Air Pollutant (CAP) reductions as a preventative measure to avoid crossing those thresholds.
5. US DOT FHWA National Highway Freight Program (NHFP)²⁷
 - a. NM has received \$66.3 million (FY2022-2026) under this program. These complementary funds can reduce the environmental impacts of freight movement on the National Highway Freight Network (NHFN), but the Zero40 Coalition has not yet applied to this opportunity. Regardless of the outcome of this application, the Zero40 Coalition commits to soliciting additional funds from NHFP to reduce the corridor's environmental impacts.
6. US DOT FHWA Tribal Transportation Program (TTP)²⁸
 - a. These complementary funds can reduce transportation emissions within Indian reservations, Indian lands, and Alaska Native Village communities, but the funds do not address multi-state, corridor-wide mobile source emissions. That said, Zero40 can lay the groundwork for further CTC development within these areas.
7. US DOT FHWA National Electric Vehicle Infrastructure Formula ("NEVI Formula") Program²⁹
 - a. NM has received \$38.3 million (estimated FY2022-2026). These complementary funds reduce transportation emissions by installing light-duty charging infrastructure but generally do not support MHD EV infrastructure.
8. US DOT Mega Grant Program (i.e., National Infrastructure Project Assistance program)³⁰
 - a. These complementary funds support large, complex projects that are difficult to fund by other means and likely to generate national or regional economic, mobility, or safety benefits. However, this proposal prioritizes reducing GHG and CAP emissions while benefiting the residents of LIDAC. Regardless of the outcome of this application, the Zero40 Coalition commits to soliciting additional funds from the Mega Grant Program to enable national economic, mobility, or safety benefits.

BIL and Energy Independence and Security Act of 2007:

9. US Department of Energy (US DOE) Smart Grid Grants³¹
 - a. NM has received \$82 million (FY2009-2013) and \$0 (FY2022-2026) under this program. Applications for the recent, first round of funding closed on March 17, 2023. The second opportunity notice is expected in early FY2024. These complementary funds modernize grid infrastructure, deploy smart meters and data networks, integrate renewable energy sources, boost cybersecurity and grid resilience, develop smart grid platforms and analytics, and integrate electric or hybrid-electric vehicles onto the grid. However, Zero40 is not projected to fundamentally alter or play a significant role in utility grid operations, as the proposed CTCs will be powered by on-site, grid-connected renewable generation and storage systems that are likely to yield resilient grid operation benefits, primarily from the energy storage components.

Inflation Reduction Act (IRA) of 2022:

10. US Internal Revenue Service (US IRS) Commercial Clean Vehicle Credit (§ 45W)³²
 - a. An undetermined amount of credits are claimed by Zero40 Coalition members. The US IRS is finalizing a form to claim the credit. These credits synergistically create demand for the technology that will utilize the CTCs along I-40.
11. US IRS Alternative Fuel Vehicle Refueling Property Credit (§ 30C)³³
 - a. An undetermined amount of credits are claimed by Zero40 Coalition members. These complementary funds assist with the purchase of qualified alternative fueling equipment for installation in qualified locations. As deemed appropriate, Zero40's subrecipients will be required to claim this credit. This credit

may only cover up to 30% (capped at \$100,000) of the cost of equipment, leaving gaps in funds needed to deploy the infrastructure.

12. US IRS Clean Electricity Investment Tax Credit (§ 48E)³⁴

- a. Unavailable until 2025. As deemed appropriate, installers of technologies for the production and storage of clean electricity related to Zero40 must claim the § 48E tax credit.

13. EPA Clean Ports Program³⁵

- a. NM has received \$0 from the program. These funds reduce GHG and CAP emissions, however, the inland ports referenced in Zero40 are still in the early planning and development phases and are not currently eligible for Clean Ports Program funding per the dry port criteria requirements.

14. EPA Clean Heavy-Duty Vehicle Program³⁶

- a. NM has received \$0 from the program. The NOFO is set to be released in spring 2024, which will synergistically create demand for the technology that will utilize the CTCs along I-40.

15. US IRS Clean Hydrogen and Clean Fuel Production (§ 45Z)

- a. Unavailable until 2025. As deemed appropriate, clean fuel (i.e., electricity) producers associated with Zero40 must claim the § 45Z tax credit. This credit is not modeled in this application due to its complexity.

Energy Policy Act of 2005, American Recovery and Reinvestment Act of 2009 (ARRA), Diesel Emissions Reduction Act of 2010, and Consolidated Appropriations Act of 2021:

16. EPA Diesel Emissions Reduction Act (DERA)³⁷

- a. NM has received \$4.4 million (FY2008-2024). This program synergistically stimulates demand for ZETs that will utilize the CTCs along I-40. Yet, \$4.4 million over 16 years, primarily for ZETs (not infrastructure), inadequately transitions the MHD fleet or enables a corridor-style project, especially given new federal and state requirements.

2.a.2.2 State Funding Sources Explored for Zero40

Income Tax Act (i.e., New Mexico's 2024 House Bill 252 "Adjust Income Tax Brackets"):

1. "Clean Car Tax Credit Programs" (i.e., Clean Car Income Tax Credit, Clean Car Charging Unit Income Tax Credit, Clean Car Corporate Income Tax Credit, and Clean Car Charging Unit Corporate Income Tax Credit)³⁸
 - a. **2024-26** | EVs: \$3,000 (new) or \$2,500 (used); PHEVs and FCEVs: \$2,500 (new) or \$2,000 (used).
 - b. **2027** | EVs: \$2,200 (new) or \$1,850 (used); PHEVs and FCEVs: \$1,850 (new) or \$1,480 (used).
 - c. **2028** | EVs: \$1,470 (new) or \$1,225 (used); PHEVs and FCEVs: \$1,225 (new) or \$980 (used).
 - d. **2029** | EVs: \$960 (new) or \$800 (used); PHEVs and FCEVs: \$800 (new) or \$640 (used).
 - e. **All** | \$25,000 for DC fast chargers, and \$400 for all other chargers.
 - f. The Clean Car Income Tax Credit and Clean Car Corporate Income Tax Credit only apply to light-duty vehicles. The Clean Car Charging Unit Income Tax Credit and Clean Car Charging Unit Corporate Income Tax Credit applies to both light-duty vehicles and light- and MHD infrastructure, however, tax-exempt entities may not be able to claim these funds. As deemed appropriate, subrecipients must claim this credit to receive CPRG funds.

Other State Programs:

2. NMDOT granted \$1 million to the City of Gallup for research and planning on Foreign Trade Zones.
3. NMDOT granted (A) \$1.5 million to McKinley County for research and planning an Autonomous Vehicle Test Track, (B) \$1 million for research and planning an H2/multi-fuel hub, and (C) \$1 million for research and development of an inland port/supply chain accelerator.

2.a.3 Transformative Impact

Zero40 will have transformative impacts that lead to further GHG emission reductions. Deploying CTCs will send a strong statement in an emerging clean transportation market and accelerate the deployment of ZETs, initially with stakeholders in the logistics sector and expanding to others in long- and short-haul services. Zero40 aims to include I-40 communities within this process – by investing in workforce development to train clean transportation specialists and be anchors for economic development – while also improving air quality for residents of LIDAC along this busy interstate highway.

2.a.3.1 Removing Barriers to Zero-Emission Truck Adoption

The lack of publicly available charging and refueling infrastructure is a barrier to the widespread adoption of MHD ZETs and, thus, to emissions reductions generally in this hard-to-abate sector. High costs and perceived risks

have hindered infrastructure development and, without a reliable network of charging and refueling stations, fleet operators cannot deploy MHD ZETs at scale. Zero40 will lessen the infrastructure bottleneck and provide charging and refueling opportunities to instill confidence in and accelerate the deployment and market adoption of MHD ZETs, both within the Southwest and nationwide.

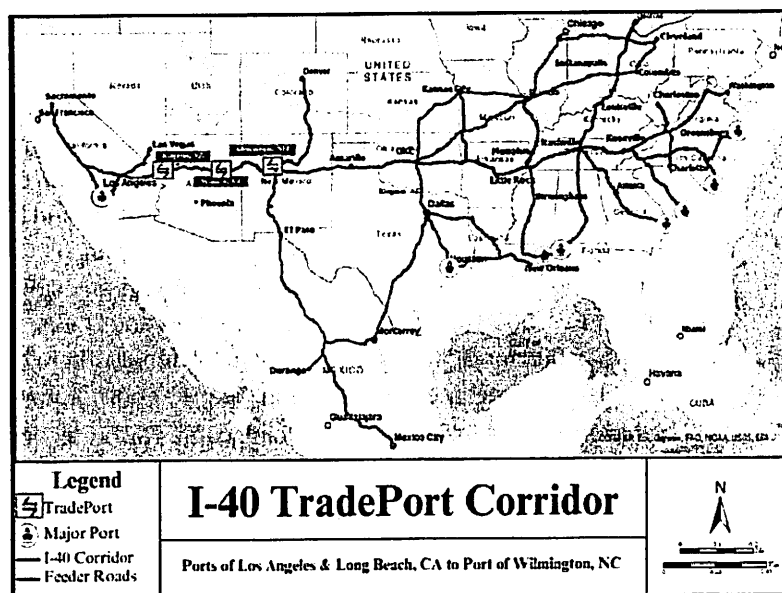
2.a.3.2 Connecting a National Highway Freight Network to a Major Port

As of March 2023, there are only 21 planned or operational MHD-specific public charging sites in the US, six of which are either at or between the LA Port and Barstow, CA.³⁹ The complete lack of public MHD EV chargers further east on I-40 prohibits zero-emission long-haul freight movement along this corridor. Nationally, the eight proposed CTCs represent a 38% growth rate in publicly available MHD EV chargers, and they are strategically placed to connect to the existing southern California network and extend the distance MHD ZETs can travel to and from the LA Port. Not only are freight ton-miles increasing along this segment of the NHFN, but the Zero40 section passes through many LIDAC who stand to benefit from workforce development and decreased air pollution.

2.a.3.3 Coast-to-Coast and Border-to-Border Connection Potential with Future Projects

Zero40 catalyzes the Joint Office's "National Vision" of decarbonizing freight transportation,⁴⁰ and meets the ambitious goals of the "US National Blueprint for Transportation Decarbonization"⁴¹ and the "Global Memorandum of Understanding for Zero Emission (MHD) Vehicles"⁴². As other government entities and private capital investors look to achieve these goals and move freight sustainably across the nation, including through the TradePorts (Figure 2), the implementation of Zero40 can activate a key section of the I-40 Coast-to-Coast interstate

Figure 2. US DOT RIA TradePorts in Relation to I-40's Robust, Interconnected Network



system by replicating the CTC component of the TradePort initiative to points east and meet the envisioned build-out happening on the eastern half of I-40. At its full potential, a complete zero-emission I-40 system will interconnect with future Border-to-Border (i.e., north-south) clean corridor projects, including along I-25, another primary highway system that helps connect the Paso del Norte Port-of-Entry at the US-Mexico border to points north, and I-35 from Laredo, TX to Duluth, MN. Stakeholders in the "truck stop" industry are engaged and excited to deploy the necessary infrastructure to launch the Zero40 strategy.

2.a.3.4 Scalable and Replicable Demonstration Projects

Zero40 serves as a critical project, as it will develop two sizes of CTC (small and large, see Figure 1) that can be replicated along other sections of I-40 and beyond. CTCs will generate much-needed data and insights into planning, installing, and operating successful MHD charging and refueling sites, showcasing the viability of current zero-emission freight technology, and serving as a replicable model for future sites, nationwide. Additionally, CPRG funds secured through this application will facilitate initial planning, workforce, and infrastructure buildout, which will streamline future scalability at these sites. Future expansions of the charging and refueling capacity at proposed CTCs would increase the number of MHD ZETs able to be served, incentivizing further deployment of MHD ZETs.

2.a.3.5 Clean Power and Community Impacts

The CTCs present opportunities to advance clean power through the installation of onsite solar energy systems, battery storage, and vehicle-to-grid capabilities. Some stations may provide electric grid services, doubling as energy hubs supporting grid reliability and resilience. Other transformative sustainability and economic growth possibilities fostered through this project include direct and indirect jobs and community

education, which builds awareness and inspires broader adoption of ZETs, and decreases the amount of CAP exposure of residents of LIDAC at the Zero40 locations.

2.b. IMPACT OF GHG REDUCTION MEASURES

2.b.1 Magnitude of GHG Reductions from 2025 through 2030

GHG reductions from Zero40 are due to emissions avoided from the use of grid power and avoided emissions from diesel trucks. Cumulative GHG emissions reduced from 2025 through 2030 are estimated to be 181,752 MT CO₂e in total, where 150,067 of those MT CO₂e are CPRG-attributable. These emissions reductions will be durable and permanent through 2030 because they displace traditional fossil fuel-consuming services – freight hauling and power generation – with zero- or low-emission alternatives.

2.b.2 Magnitude of GHG Reductions from 2025 through 2050

A relatively much greater share of emissions reductions will occur post-2030 as the MHD clean vehicle market matures and the CTCs are utilized to their full capacity. Cumulative GHG emissions reduced from 2025 through 2050 are estimated to be 1,340,508 MT CO₂e in total, where 1,168,385 of those MT CO₂e are CPRG-attributable. These emissions reductions will be durable and permanent because they displace traditional fossil fuel-consuming services – freight hauling and power generation – with zero- or low-emission alternatives. Durability of emission reductions is also provided by the nature of this measure. Specifically, infrastructure of this type has a typical lifespan of approximately 15 years, and once in place, tends to be replaced with like-kind replacements to keep up with demand. The Coalition expects that once Zero40 supplies ZET infrastructure, continued operational infrastructure will be demanded. Table 4 provides estimates of the emission reductions in metric tons of carbon dioxide equivalent (MT CO₂e) anticipated from the implementation of Zero40 for three time periods. Assumptions, calculation methods, and totals broken down by CTC location, and by component of this measure are available in section 0 and in GHGcalcs_NMED.xlsx (attached in grants.gov).

Table 4. Cumulative GHG Emission Reductions Anticipated from Zero40 Implementation

	Annual, 2030 (MT CO ₂ e/year)	2025–2030 (MT CO ₂ e)	2025–2050 (MT CO ₂ e)
Total	47,924	181,752	1,340,508
Total CPRG-Attributable	40,442	150,067	1,168,385

2.b.3 Cost Effectiveness of GHG Reductions

Early-stage MHD ZETs come with a high price tag, impacting both the vehicles themselves and the infrastructure needed to support them, like charging stations and refueling facilities. A recent study by Roland Berger estimates that electrifying the entire US MHD fleet could require a staggering \$620 billion investment in charging infrastructure alone over the next two decades.⁴³ This proposal offers a cost-effective way to jumpstart regional efforts through targeted public investment while leveraging other efforts already underway. By focusing on a targeted, regional scale initially, Zero40 can begin building critical infrastructure with a manageable portion of the projected total cost. This public investment also sends a strong signal by demonstrating the nation's commitment to clean freight transportation, which can in turn encourage additional public dollars and private capital to flow into the sector. The true value of the CTCs lies in their ability to accelerate the transition to clean freight hauling. By providing financial incentives, they can push the industry towards zero-emission transportation sooner than market forces alone would likely achieve.

Given the importance of jump-starting clean freight transportation and the relative difficulty of decarbonizing MHD trucking, the implementation of this proposal is relatively cost-effective (Table 5).

Table 5. Cost-Effectiveness of GHG Reductions Resulting from the Implementation of Zero40

	2025–2030 (\$/MT CO ₂ e)	2025–2050 (\$/MT CO ₂ e)
Total Cost Effectiveness	\$2,639	\$358
Total CPRG-attributable Cost Effectiveness	\$3,196	\$410

The measure may be more cost-effective than anticipated as the cost of renewable energy modules, stationary storage batteries, EV supply equipment, and H2 refueling equipment continues to decline. The measure may be less cost-effective than anticipated if the CTCs' chargers and refuelers are utilized less than expected, or if there are construction delays. See section 3 for costs associated with this measure, including those

for recharging and refueling equipment, renewable power generation and storage, additional planning, workforce development, and administration.

2.b.4 Documentation of GHG Reduction Assumptions

Emissions reductions from this proposal are calculated based on a reference scenario where the same Vehicle Miles Traveled (VMT) of freight movement would be accomplished through diesel trucks, and the same amount of power generated from conventional sources. Reductions are calculated with a combination of the Alternative Fuel Life-Cycle Environmental and Economic Transportation (AFLEET) Tool, energy savings, and information from the RIA grant application. Due to the anticipated levels of technological readiness and deployment of heavy-duty electric and H2 trucks in the late 2020s, utilization of the chargers and refuelers begins at a low level and then builds to full utilization in the 2030s. Further details on quantification methods, relevant assumptions, annual emission reduction estimates, and any uncertainties associated with the estimates are provided in section 0 and in GHGcalcs_NMED.xlsx (attached in grants.gov).

2.c. ENVIRONMENTAL RESULTS – OUTPUTS, OUTCOMES, AND PERFORMANCE MEASURES

2.c.1 Expected Outputs and Outcomes

2.c.1.1 Outputs

EQUIPMENT OR TECHNOLOGY INSTALLATIONS:

Table 6. Expected Equipment or Technology Installations Across the Zero40 Corridor

Clean Transportation Centers (CTCs)		Equipment or Technology, Number of...				
CTC Location (subject to final site plans)	CTC Size	MHD Mobile H2 Refueling Lanes	MHD EV Charging Lanes	Renewable Energy Generation Systems	Renewable Energy Storage Systems	Annual GWh Produced from Renewables
Kingman	Small	2	4	1	1	12
Winslow	Small	2	4	1	1	12
Gallup	Small	2	4	1	1	12
Bernalillo County	Large	2	16	1	1	40
Tucumcari	Small	2	4	1	1	12
Elk City	Small	2	4	1	1	12
Oklahoma City	Large	2	16	1	1	40
Checotah	Small	2	4	1	1	12
TOTAL	N/A	16	56	8	8	152

STAFF HIRED TO IMPLEMENT ZERO40: To adequately staff the Zero40 over the five-year performance period, the project will be supported by 7 new positions and the dedication of approximately 2 FTEs time in current positions (see BudgetCalcs_NMED.xlsx).

SEMI-ANNUAL PROGRESS REPORTS: NMED will submit semi-annual progress reports to EPA on work plan progress, the status of implementation, preliminary metrics for tracking progress, preliminary metrics for tracking transformative impact, and next steps.

DETAILED FINAL REPORT: NMED will submit a detailed final report to EPA with the final status of implementation, metrics for tracking progress, metrics for tracking transformative impact, and next steps.

2.c.1.2 Outcomes

GHG EMISSIONS REDUCTIONS (CPRG-ATTRIBUTABLE ONLY): 2025-2030: 150,067 metric tons CO_{2e} and 2025-2050: 1,168,385 metric tons CO_{2e}.

CRITERIA AIR POLLUTANT (CAP) EMISSION REDUCTIONS:

Table 7. CAP Emission Reductions (Corridor-Wide)

Pollutant and Period	Total
Annual 2030 (tons/year)	47.5

Nitrogen Oxides (NOx)	Cumulative 2025 – 2030 (tons)	86.2
	Cumulative 2025-2050 (tons)	1943.7
PM _{2.5}	Annual 2030 (tons/year)	0.4
	Cumulative 2025 – 2030 (tons)	0.7
	Cumulative 2025-2050 (tons)	16.4
Sulfur Oxides (SOx)	Annual 2030 (tons/year)	0.2
	Cumulative 2025 – 2030 (tons)	0.4
	Cumulative 2025-2050 (tons)	8.0
Volatile Organic Compounds (VOC)	Annual 2030 (tons/year)	2.1
	Cumulative 2025 – 2030 (tons)	3.7
	Cumulative 2025-2050 (tons)	83.4

PUBLIC HEALTH AND COMMUNITY BENEFITS: Diesel exhaust contributes to respiratory disease and premature deaths due to particulate matter (PM). With cleaner air, public health will improve, especially in communities situated along major freight corridors. This creates benefits for people living in LIDAC in areas disproportionately burdened by diesel truck exhaust. Fewer air pollution-related hospitalizations and deaths will save on health costs. Residents will also benefit from reduced noise pollution as quiet zero-emissions trucks supplant noisy diesel models. Cleaner, healthier communities promise not only improved public

health but also higher quality of life and property values. Across the corridor, the potential health savings from this program due to reductions in PM are valued from \$4 million to \$10 million over a decade. Additional value would be expected to accrue due to (1) reductions in O₃ and air toxics and (2) the expected operational life of Zero40's infrastructure, which will be realized over multiple decades (see section 4.g).

ENVIRONMENTAL BENEFITS: The proposed measure will have significant environmental benefits, including improvement of air quality, water quality, soil quality, and ecological health. By reducing the use of fossil fuels, the measures decrease the contamination of surface and groundwater throughout the "well to wheel" system. This includes crude oil leaks and spills at production sites, in collection, refining, and distribution pipelines from storage tanks, and the end use in internal combustion engines. Contamination can lead to surface water, groundwater, and soil quality degradation, potentially driving ecological habitats below the standards humans, fish, and wildlife require for health and survival. The measure will decrease harmful air pollution.

ENERGY SYSTEM RESILIENCE: The CTCs include onsite solar energy generation coupled with battery storage. These microgrid capabilities will benefit electric grid operations and resilience. Stations can function as special clean power hubs during outages, serving surrounding communities. They also enable smart charging algorithms to modulate demand, plus allow bi-directional power flows for vehicle-to-grid applications. These functionalities aid grid stability and support the renewable energy transition.

JOBS CREATED: Zero40 is estimated to create nearly 2,000 direct construction jobs and more than 8,000 indirect jobs related to development facilitated by solar generation.⁴⁴ Economic development and increased commercial activity along the corridor will create additional indirect jobs as well.

2.c.2 Performance Measures and Plan

The Zero40 Coalition has established the following performance measures to track progress concerning successful processes and output and outcome strategies to evaluate post-project efficacy from the outset:

2.c.2.1 Environmental impact

Reduction in GHG emissions: Track the total tons of climate pollution avoided annually by MHD ZETs using the stations compared to baseline diesel truck emissions. **Air quality improvement:** Track total tons of avoided air pollutants over time due to ZET charging at CTCs, aiming for reductions over time. **Renewable energy generation:** Measure the amount of clean energy generated by on-site renewable energy projects.

2.c.2.2 Economic impact

Job creation: Track the number of jobs created directly and indirectly through the project, including construction, station operation, and related industries. **Workforce development:** Track the number of workforce participants in Zero40-supported programs. **Private investment:** Monitor the amount of private investment attracted to the corridor due to the project's infrastructure. **Economic development:** Measure changes in economic indicators like business growth and tax revenue in communities near CTCs.

2.c.2.3 Community impact

Public health: Track health outcomes related to air pollution, such as asthma rates, in communities near the corridor. **Equity and access:** Monitor the distribution of benefits and ensure CTCs are accessible and developed with community input including people living in LIDAC. **Community engagement:** Track satisfaction and participation of communities in the project through surveys and community meetings.

2.c.2.4 Project implementation

Station utilization: Monitor the usage rates of charging and refueling stations to assess project demand and optimize resource allocation. **Project completion rates:** Track the timely completion of planned infrastructure and ensure adherence to budgets and timelines. **Cost-effectiveness:** Analyze the cost of avoided emissions and other relevant metrics to measure project efficiency.

Coalition members will track progress for each performance measure within their jurisdiction and report such progress to NMED, which will provide a status update for each performance measure to EPA in the semi-annual reports and final report.

2.c.3 Authorities, Implementation Timeline, and Milestones

2.c.3.1 Authorities

Zero40 Coalition members may receive and administer or expend federal grant funds and may implement the measure pursuant to their authority (see Table 8).

Table 8. Authorities – Grant Funds and Implementation of Zero40

Coalition Member	Authority Topic	Legal Citation Establishing Authority
NMED	To receive and administer federal grant funds; to make contracts with other state agencies	NMSA 1978, § 74-2-5.1(F); NMSA 1978, §§ 74-1-6(B) & (C)
Oklahoma DEQ	To receive and administer grant funds (federal and state)	27A Okla. Stat. § 2-3-202(A)(7)
City of Kingman	Establishing broad, general powers of common council	A.R.S. § 9-240
City of Winslow	Establishing status as a municipal corporation that may exercise governmental powers, and that City Council may spend and appropriate money, contract with the federal government for construction, maintenance, and operations of a range of public improvements	Art. XIII, Constitution of Arizona; A.R.S. § 9-240; A.R.S. § 9-499.01; Art. I, § 3, City of Winslow Charter
Bernalillo County**	To receive and expend federal funds	NMSA 1978, § 4-36-3

**NMED includes Bernalillo County here as Bernalillo County may ultimately become a Zero40 Coalition member. NMED has included a Letter of Intent from Bernalillo County should Bernalillo County become the fiscal agent for the RIA entities. This structure would allow NMED to pass funds through to Bernalillo County on behalf of each of the RIA entities and simplify grant fund administration. NMED understands this approach is subject to EPA approval.

2.c.3.2 Implementation Timeline & Milestones

Table 1 above details the implementation timeline for Zero40. The grant period will begin when the grant funding is received (expected October 2024) and runs for five years as the EPA has specified.

2.d. LOW-INCOME AND DISADVANTAGED COMMUNITIES

The issue of equity and residents of LIDAC are key components of the project for each of the Zero40 Coalition members. AZ, NM, and OK all fall in the top 15 states with the highest poverty rates in the country. NM has the third-highest percentage of families living below the poverty line out of all 50 states at 13.8%. AZ, NM, and OK rank in the top ten states with the highest percentage of people without health insurance. As such, it was a top priority for the Zero40 Coalition members to identify LIDAC within the Coalition states, conduct targeted outreach and engagement, assess the impacts of the proposed measures, and develop the measures to specifically provide benefits and opportunities to the residents of these communities.

The Coalition members utilized the EPA IRA Disadvantaged Communities layer in EJScreen and the Climate and Economic Justice Screening Tool (CEJST) to analyze and identify which census tracts and block group IDs are categorized as LIDAC in counties in which I-40 passes through. The Coalition identified that most communities along the I-40 corridor are designated as LIDAC. This identification informed and guided the Coalition members'

efforts throughout the community engagement and outreach process, as well as prioritizing benefits from the proposed measures to the communities that need them most. These efforts are detailed below.

2.d.1 Community Benefits

The implementation of the Zero40 measure is anticipated to provide significant benefits to residents of LIDAC (see [AreasAlongI40_NMED.xlsx](#) in [grants.gov](#)), including improved air quality and public health, economic development, workforce development, enhanced community health, and environmental justice for historically overburdened communities. Tailpipe emissions have varying deleterious effects on public health, with populations closer to and downstream of the source most impacted. However, the entirety of AZ, NM, and OK will be impacted by the reduction in emissions to some degree. Similarly, workforce and economic development benefits will be primarily seen in the LIDAC areas surrounding the proposed sites along I-40. However, residents of LIDAC will have access to these benefits through targeted workforce development outreach. Thus, this measure's benefits primarily accrue to the LIDAC US Census Tract Block Groups in AZ, NM, and OK counties along the I-40 corridor (provided as an attachment in [grants.gov](#)). Although there are no CPRG-funded CTCs proposed within Texas, the air quality benefits will still accrue to the residents of LIDAC along the I-40 corridor in Texas and are therefore included as well.

2.d.1.1 Benefits

IMPROVED AIR QUALITY AND PUBLIC HEALTH: Reduced tailpipe emissions from MHD internal combustion engine trucks will significantly improve air quality for residents in LIDAC along the Zero40 corridor section, leading to a decrease in respiratory illnesses and healthcare costs.

ECONOMIC DEVELOPMENT: CTC locations mindfully placed in proximity to people living in LIDAC can offer new job opportunities and attract private investment, boosting local economies, leading to higher wages, and creating better living standards. CTC locations placement in proximity to local businesses within LIDAC can increase business traffic by providing opportunities to drivers waiting for their MHDs to charge.

WORKFORCE DEVELOPMENT: The majority of the nearly 2,000 direct jobs funded by Zero40 will be in the construction and building trades. Section 2.e details how work in these fields provides a ladder up to the middle class. This will include electrical work that does not require a post-secondary degree, as well as mid- to upper-management positions requiring a bachelor's or equivalent degree. Some potential charging/fueling station sites are located in LIDAC where community members will directly benefit from the high-paying jobs made available during the building and operations phases. These include, for example, communities directly north of I-40 in northwest New Mexico where the pay from performing such work will greatly assist workers and their families who are seeking financial stability in the aftermath of coal mine and coal power plant closures. Input received at community meetings in New Mexico communities such as Gallup (western New Mexico along I-40) and Tucumcari (eastern New Mexico along I-40) have further underscored interest in the quality job opportunities arising from the infrastructure construction along the corridor that this grant will support.

In addition, this project will devote grant funds to ensuring that workforce training is available for job seekers residing in LIDAC, which will provide them with more than a paycheck. It will provide training for skills that are readily transferable following completion of construction in key fields comprising a significant and growing portion of US labor demand. For example, the New Mexico Department of Workforce Solutions (NMDWS) Labor Analysis, Statistics, and Economic Research (LASER) tool shows job openings data and projected growth in New Mexico for Specialty Trade Contractors is almost triple this sector's national rate from 2020-2030.^{45,46}

To prime workers from LIDAC seeking to capitalize on opportunities in these growing job fields, grant monies will fund scholarships to students from underserved communities, training centers providing job seekers in LIDAC with training and wrap-around services, and strategic collaborations with high school education programs in these communities, all as approved by EPA. Additionally, Minority Serving Institutions (MSIs, Title I high schools, community colleges, and Tribal colleges and organizations) will be included in training programs at a selected IHE in Oklahoma that will administer a program that is designed to "train the trainer." This grant award will increase staff ability at the selected IHE to design curricula and workshops to provide students and job seekers with learning and training to support the large-scale integration of H2 and EVs into truck transportation infrastructure.

ENHANCED COMMUNITY HEALTH: Improved air quality, access to training programs and high-quality jobs, and economic development can contribute to overall well-being for people living in LIDAC, potentially leading to better educational outcomes and stronger social cohesion.

ENVIRONMENTAL JUSTICE: Focusing infrastructure development and economic benefits towards residents in LIDAC can help address historical inequities and ensure a more just distribution of environmental and economic

benefits. As planned in activity number 13 of *Table 1. Zero40 Tasks and Milestones* (included in grants.gov, in the attached Budgetcalcs_NMED.xlsx), community engagement at each CTC will ensure that these inequities are recognized and then addressed in site-by-site development.

2.d.1.2 Disbenefits and Mitigation Strategies

DISPLACEMENT: CTC development could potentially lead to gentrification and displacement of residents with lower incomes. **Mitigation:** Meaningful community engagement, while prioritizing local workforce development and hiring will prevent displacement and ensure people living in LIDAC benefit from the project.

LIMITED ACCESS TO BENEFITS: Residents living in LIDAC may face barriers to accessing new jobs or training opportunities. **Mitigation:** Targeted outreach, training programs with financial assistance, and community engagement will help overcome these barriers and ensure equitable access to opportunities.

Overall, the measure has the potential to significantly improve the lives of people living in LIDAC along the Zero40 corridor. (A list of all LIDAC census tracts affected by this proposal is included as an attachment to this application, see AreasAlongI40_NMED.xlsx.) However, careful planning and implementation are necessary to ensure that the program delivers its benefits equitably and avoids unintended negative consequences. Zero40 Coalition members will assess, quantify, and report a more thorough analysis of associated community benefits based on actual data collected during implementation. They will also track the deployment of CTCs in and near identified LIDAC census tracts to quantify reductions in GHG emissions and CAP emissions and other identified community impacts and report the results of these assessments to EPA and make the information publicly available.

2.d.2 Community Engagement

2.d.2.1 Summary Community Engagement and Outreach by Coalition Members

The Zero40 Coalition members performed extensive community outreach, including to community members in LIDAC, during the PCAP development process.

NMED used the following strategies for engagement with community leaders, residents, and business owners in LIDAC to seek their input on creation of the measures included in this proposal:

- Developing an NM CPRG website;
- Engaging the Center for Civic Policy (CCP) as a community outreach contractor to work with NM Prospera for PCAP outreach. NM Prospera is “a coalition of grassroots economic, social and environmental justice organizations...working to diversify the state’s economy while creating thousands of jobs for communities most impacted by climate change;”
- With CCP, NMED hosted an online survey for collecting feedback on PCAP priorities;
 - Available in English and Spanish, CCP encouraged survey participation through targeted outreach to member community-based organizations, social media, push cards, and flyers,
 - CCP released an alert to its 3,000+ listserv subscribers,
 - On February 9, 2024, NM Prospera, CCP, and NMED spoke to the public and distributed push cards at Environment Day during the 2024 Legislative Session, and
 - CCP attended community events to disseminate information on how community members can provide input;
- With CCP, NMED hosted a phone and text survey to collect feedback on PCAP priorities;
 - Available in English and Spanish, the phone universe consisted of 164,000 New Mexico residents including both cell phone and landline numbers. 50,705 contacts were made from that list after multiple attempts at each number.
- Engaging with people living in rural New Mexico LIDAC at CCP-organized in-person community meetings in Bayard, Gallup, and Tucumcari, NM. Gallup and Tucumcari are proposed Zero40 CTCs in NM, so specific feedback relevant to the implementation of the proposed program at these sites was collected;
- Presenting at and participating in a statewide virtual meeting organized by CCP;
- Holding recurring and ongoing monthly meetings with Tribes, Nations, and Pueblos that received Phase-1 CPRG funding;
- Meeting with all Tribes, Nations, and Pueblos that were not awarded Phase-1 CPRG funding, with one-on-one follow-up meetings with those interested in continuing the CPRG discussion;
- Discussing opportunities and overlap with metropolitan and rural transportation planning organizations;

- State agency outreach including NMDOT, NMDWS, NM Economic Development Department, NM Public Education Department, NM Mortgage Finance Authority, and others;
- Presenting to local city, town, and county governments through meetings with the Coalition of Sustainable Communities NM (cities of Las Cruces, Albuquerque, Santa Fe, and counties of Los Alamos and Santa Fe), the New Mexico Municipal League, and other NM counties; and,
- Collaborating in a workshop with the NM Sustainable Economy Advisory Council, which is comprised of representatives of disproportionately impacted communities or organizations and representatives from Tribal governments.

Oklahoma DEQ used the following strategies for engagement with community leaders and members in LIDAC to seek their input on the creation of the measure included in this proposal:

- Developing an OK CPRG website and publishing the Oklahoma Hydrogen Permitting Flowchart.
- Engaging the University of Oklahoma (OU) as a community outreach contractor to work with Oklahoma DEQ for PAP (Priority Action Plan) outreach;
- Holding nine in-person public meetings in nine cities across the state to explain CPRGOK and seek input. One of the meetings was also held virtually on Zoom for anyone across the state to participate;
- Holding an in-person meeting with a virtual option for Tribal Partners;
- Engaging with people living in Oklahoma LIDAC at OU and organized in-person community meetings in ten communities, including one meeting conducted in Spanish;
- Oklahoma DEQ and OU used a survey for collecting feedback on PCAP priorities that was distributed in hard copy and electronically in the public meetings;
- Presenting at and participating in a statewide virtual meeting on August 30 and November 28, 2023, organized by Oklahoma DEQ;
- Soliciting PAP project ideas through an online survey
 - Encouraged survey participation through an alert to 2,500+ listserv subscribers, Targeted email and phone calls with Tribes, industry, city council, economic development authorities, and Prominent placement on the CPRGOK website.
- Discussing opportunities and overlap with metropolitan planning organizations ACOG and INCOG;
- State agency outreach including SOEE, ODOT, ODOC, ODAFF, OCC, and others.

Bernalillo County used the following strategies for engagement with community leaders and members in LIDAC. The TradePort business plan stems from a study and stakeholder interviews with Global Logistics Development Partners in 2019. The proposed site has already gone through extensive public process and neighborhood engagement with the Planned Communities Criteria in the development of the zoning and entitlements. An extensive TradePort Consortium of private partners is engaged and meets regularly, together with the University of California-Berkeley PATH team, Mohave Community College, University of New Mexico, and Laguna Pueblo.

- Development of TradePort website and Bernalillo County Economic Development website
- Ongoing Meetings and updates to: Albuquerque Chamber of Commerce, Rio Rancho Chamber of Commerce, Mid-Region Council of Governments, Albuquerque City Council, Village of Los Lunas City Council, Bernalillo County Board of County Commissioners, Sandoval County, NMDOT, State Transportation Board, New Mexico Partnership and Albuquerque Regional Economic Alliance, Public Service Company of NM, local and regional press coverage, and local public access television.

In **Kingman**, a community engagement strategy has been implemented for addressing new and updated road infrastructure and upgrades to utility infrastructure in and around TradePort Kingman via the Transportation Master Plan. The following is an overview of public engagement efforts by Kingman:

- **Public Engagement Round 1:** This round of public engagement aimed to gather public opinion on existing conditions, future projections, and needs and deficiencies throughout Kingman's transportation system. The first round of public engagement took place from May 3, 2022, to June 8, 2022. Notifications about the opportunity and means to provide input were made via utility bill inserts, social media posts, a project website, and a press release. The public engagement tools used in the first round included an online interactive map, an online survey, a project website forum, and a project email.
- **Public Engagement Round 2:** The second round of public engagement for the Kingman Transportation Master Plan was conducted during the improvement refinement and prioritization process to share the TMP project scoring results with the public and obtain input as the TMP moves into the final recommendation phase. A variety of advertisements, including utility bill inserts and email notifications, were implemented to

inform the public of this second round of engagement and the opportunity to comment on the prioritized projects.

- Development of [TradePort website](#) and [City of Kingman Economic Development website](#)
- Meetings: Kingman Chamber of Commerce, Mohave County Board of Supervisors, Kingman City Council, Western Arizona Council of Governments, local and regional press coverage, local public access television

Winslow used the following strategies for engaging with community leaders and members in LIDAC:

- Winslow Community Outreach Initiative Development:
 - A dedicated effort to bring the voices of Winslow to the forefront of the TradePort Winslow Project. An initiative that reflects the collective aspirations, needs, and values of the Winslow community.
 - Through collaboration, teamwork, and open dialogue, the initiative aims to ensure the development of TradePort Winslow drives economic growth and enriches the community.
 - Development of TradePort website and Winslow TradePort Private Developer Site
 - Meetings: Winslow Chamber of Commerce, Navajo County Board, Winslow City Council, Northern Arizona Council of Governments, local and regional press coverage, local public access television
- See each relevant PCAP for additional details on the results of these engagement efforts.

2.d.2.2 Summary of Input Collected

NMED worked with the CCP and the NM Prospera Coalition to meaningfully engage the communities of NM on the proposed project. An online survey, phone survey, and four public meetings were conducted to ensure engagement efforts reached all parts of the state. All efforts showed that community members across the state are supportive of the proposed measures. A summary of these results is below. Please see NMED's PCAP, Appendix N, for additional details on the results of this engagement effort. Note: "Zero40" replaces the former project names, "Clean I-40 Transportation Corridor" or "Clean I-40 Tradeport Corridor," the latter of which was in use by the Coalition before the term was registered for trademark on February 26, 2024 (see ENDNOTE 5).

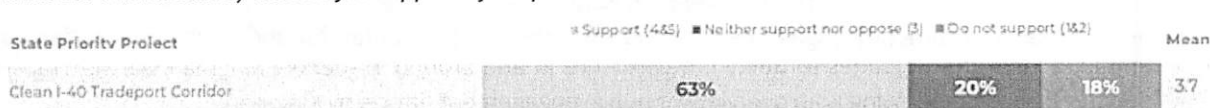
Online Survey Results: 435 Community members responded to the online survey, deployed January 25 - February 17, 2024. The survey was offered in both English and Spanish. The survey requested the respondents to rank their support for the proposed measure from one to five, with one being the least supportive and five being the most supportive. Zero40 received a mean support rating of 3.7 out of 5, with 62% of participants responding supportively (Table 9).

Table 9. Online Survey Results for Support of Proposed Measures



Phone Survey Results: 1,229 Community members responded to the phone survey. The phone universe consisted of 164,000 New Mexico residents including both cell phone and landline numbers. 50,705 contacts were made from that list after multiple attempts to each number. Both English and Spanish language scripts were used. The survey requested the respondents to rank their support for the proposed measures from one to five, with one being the least supportive and five being the most supportive. Zero40 received a mean support rating of 3.7 out of 5, with 63% of participants responding supportively (Table 10).

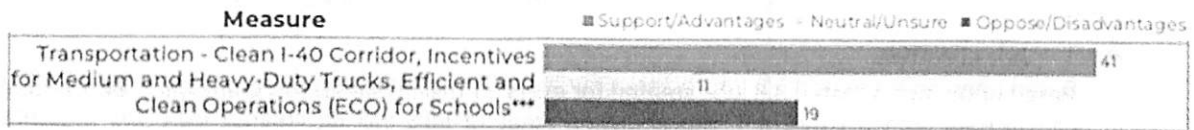
Table 10. Phone Survey Results for Support of Proposed Measure



Public Meeting Results: NMED convened four public meetings in collaboration with the NM Prospera Coalition, to solicit input on the proposed measures for the State of New Mexico's Priority Climate Action Plan. One meeting was held virtually and the other three were held in-person in Bayard, Gallup, and Tucumcari. The numbers of participants were: Bayard (7), virtual statewide meeting (103), Gallup (34), and Tucumcari (28), totaling 172 attendees. Participants were requested to list potential benefits, questions, or challenges associated with the proposed transportation measures in the PCAP during an in-person or virtual gallery walk after the presentation. The results of this activity for the transportation measures are shown in Table 11.

Specific concerns were noted through verbal and written feedback about these measures, which were taken into consideration during the development of the proposed measures and will be further addressed through community engagement and planning in the implementation phase. Please see the [PCAP Public Meeting Full](#)

Table 11. Public Meeting Results for Support of Proposed Measures



Report for details on specific comments participants had for each proposed measure. The Tucumcari meeting was not held in time for that feedback to be included in the PCAP report, however it is included here. Community input informed the development of the measures in this application and will continue to inform our program implementation. Continued engagement is detailed below.

Oklahoma DEQ worked with the University of Oklahoma to meaningfully engage the communities of OK on CPRG, environmental concerns, and potential projects. In particular, a public survey was used to collect environmental concerns from Oklahomans. These surveys were distributed online and in the 20 public meetings that were conducted to ensure engagement efforts reached all parts of the state. More than 90% of Oklahomans consider at least one time per week how environmental challenges impact their communities. And, when asked which municipal or regional activities the respondent supports to lessen the impact of climate change, most respondents supported the transition from diesel to a renewable fuel source. Please see Oklahoma DEQ's priority action plan (PAP) for additional details on the results of this engagement effort.

The Yale Program on Climate Change Communication conducted a survey on nationwide climate opinions in 2023. One of the survey questions estimated the percentage of adults who support tax rebates for people who purchase energy-efficient vehicles or solar panels. AZ, NM, and OK saw approval rates of 72%, 71%, and 68%, respectively.⁴⁷ This high level of support for utilizing government resources to transition to energy-efficient vehicles and renewable energy in states along the proposed Zero40 corridor shows general support of the proposed project by the communities impacted.

2.d.2.3 Continued Meaningful Engagement

As described in this Workplan and the Budget Narrative, the Coalition members will contract a third-party administrator to organize and facilitate continued meaningful engagement with residents of LIDAC throughout and following implementation. The third-party administrator will work with the site leads across the corridor to tailor the approach to the unique communities we will be serving. The third-party administrator will seek input from community leadership and members that represent LIDAC and Tribes, Nations, and Pueblos during development of promotional materials, guidance, and other materials. The contractual assistance will also aid in developing, organizing, and implementing the following engagement efforts throughout the implementation period of the proposed measures:

1. Developing education efforts and disseminating information and resources in advance of and during the application period of the pass-through grants outlined in each proposed measure;
2. Developing an outreach and engagement strategy that uses a wide variety of techniques to create early, frequent, and continuing opportunities for community engagement, which ensures inclusion of various linguistic, cultural, institutional, geographic, and other perspectives;
3. Creating a transparent planning process that also provides opportunity for early risk mitigation;
4. Holding community consultations or public input meetings;
5. Creating a plan for targeted outreach and recruitment of job seekers from LIDAC for the workforce opportunities created through this project;
6. Providing a publicly accessible list of all upcoming community engagement opportunities (e.g., listening sessions, outreach, questions and answers sessions, door-to-door visits, and community meetings); and,
7. Soliciting input from residents of LIDAC on how the program application and implementation processes are going and adjusting strategies as appropriate to minimize disbenefits.

2.e. JOB QUALITY

The workforce component of this grant reimagines how learning and training can support the large-scale integration of ZETs into transportation infrastructure. Components include training for engineers, electricians, technicians, trade workers, those in H2-related logistics, management, environmental and community monitoring, safety and quality control specialists, and other sector-specific specialists. A workforce with the required capabilities, skills and knowledge can grow from within higher education systems, vocational training programs, and industry training programs. By aligning the respective H2 and EV education and training goals of

industry, job training centers, IHEs, and the communities they serve, Coalition members will create training pathways that deliver quality, consistent, and appropriately contextualized education and training.

2.e.1 Job creation

Based upon an estimated 3.8 jobs created for every \$1 million spent, this grant will create 1,900 direct jobs in building new infrastructure.^{48,49} The following types of jobs will be created from the measure: certified construction workers, heavy equipment operators, engineers, project managers, GIS specialists, CDL drivers that will need to be retrained to drive EVs and H2 trucks, and above all certified electricians for the installation of EV charging infrastructure. The Coalition will focus on recruiting students from LIDAC to the apprenticeship and training programs as well as mid-career retraining and new EV/H2 apprenticeships, with an incentive that encourages a percentage of all positions and hours worked be apprentices.

2.e.2 Compensation and Benefits

Anticipated grant spending results include decreased unemployment rates and an increase in median earnings of the local workforce via jobs that meet or exceed prevailing wage requirements under the Davis-Bacon Related Acts. Coalition members will strongly encourage grant-receiving employers (contractors) to provide full health and retirement benefits to their workforce, with health and safety plans developed in conjunction with workers represented under collective bargaining agreements. A robust model of workforce impact will ascertain detailed job creation for construction and maintenance phases across the various components of grant-funded project spending. The workers and drivers will benefit from increased quality due to quieter and safer electric and H2 vehicles compared to their internal combustion engine vehicle counterparts.

The anticipated jobs are high paying. In New Mexico, average weekly wages for the construction sector are 11.5% higher than the state average.⁵⁰ They are also 9.8% higher than the Oklahoma state average, and 15.3% higher and 24.0% higher than the averages for Mojave and Navajo County, Arizona (counties for Kingman, AZ and Winslow, AZ, respectively).^{51,52,53} Anticipated jobs will offer Oklahomans, New Mexicans, and residents of Kingman and Winslow, Arizona a more stable and reliable ladder to the middle class with skills that are readily transferable across pay grades, organizations, and industries. For example, the US DOE Office of Energy Efficiency and Renewable Energy (DOE-EERE) Hydrogen and Fuel Cells Career Map shows that an entry-level construction worker in the field has access to work in research and development jobs (Advanced Manufacturing Technician, Instrumentation and Electronics Technician) as well as mid-level career positions (Electrical Engineer, Logistician).⁵⁴ Where the Construction Worker position requires only a high school diploma or equivalent, the Electric Engineer and Logistician positions require a Bachelor's degree or certification.⁵⁵ This makes the educational component of this application critical to its success in providing a road up to the middle class.

2.e.3 Education

Strategic collaborations between state, Tribal and local education and training systems at the high school, job training center, community college, and university level will fulfill these targeted workforce development objectives. These collaborations will create an integrated network to design and develop the curriculum and physical infrastructure for workforce training as the H2 economy emerges and the EV infrastructure expands over the next decade. An immediate area for collaboration is in the creation of new infrastructure, facilities, and equipment for hands-on, experiential learning. Zero40 dedicates \$100,000 to Bernalillo County, Gallup, Tatum, Kingman, and Winslow to leverage this funding against other opportunities or to build on existing educational organizations.

One pathway could involve growing centers of training excellence, which could house leading-edge EV and H2 vehicle equipment used for technical training, while also providing opportunities for student-led innovation in the design, optimization, and testing of next-generation equipment and sensors. With Zero40, IHEs along I-40 (e.g. UNM-Gallup, Navajo Technical University, Diné College, or San Juan College, UNM, UNM-West, CNM) will be primed to seek funding for advanced curricula that will teach/train students the necessary EV/H2 technology skills and provide certifications to carry out the construction and operation of fueling stations in their respective locations. These skills will include but are not limited to electrical wiring and line installation, heavy equipment and machinery operation, engineering, project management, and oversight, emergency response and prevention training, pipefitting, architecture, HVAC contracting, facilities management, and multiple other relevant construction and building trades.

NMDWS signed a Letter of Commitment to assist NMED with workforce development under CPRG. NMDWS oversees New Mexico's four Local Workforce Development Boards (LWDBs), of which three (North, Central, and East) cover territory that includes one of New Mexico's proposed EV/H2 fueling station locations along I-40. NMED proposes to make a \$1,000,000 subaward to NMDWS, which will administer the funds under all applicable statutes and regulations and distribute them to the three LWDBs. NMED proposes that the LWDBs then pass through grant funds in the form of Participant Support Costs (PSCs) to students and jobseekers from LIDAC looking to enroll in the EV/H2 training programs at one of the IHEs. Funds will be braided with existing federal and state resources to provide "wrap-around services" that fill unique service gaps faced by workers and trainees from LIDAC on a case-by-case basis. These could include but are not limited to transportation stipends, childcare stipends, outreach, case management, resume and application assistance, testing fees, life skills training, workplace attire, and rental, utility, and/or other cost-of-living assistance, all as approved by EPA.

Oklahoma will lead efforts at the high school level, leveraging scientific expertise and networks to develop a new, innovative learning program to improve STEM education focusing on the EV/H2 economy. The proposed budget for this component (\$518,600) includes training, workshops, and month-long trainings focusing on basics of EV/H2 science and technology to prepare students to enter training programs at Oklahoma CareerTech Skills Centers, as well as other community college or university-level programs. This will include month-long trainings in New Mexico with teachers at participating institutions trained via workshops and seminars held in coordination with Oklahoma's educational outreach programs.

For their part, the cities of Kingman, AZ and Winslow, AZ will leverage Zero40 grant funding to grow skills academies to train workers to work on their portions of the I-40 corridor by collaborating with regional school systems and institutions of higher learning to offer specialized training programs tailored to I-40 corridor workforce needs in fields that include green energy field operations and high-efficiency logistics systems. These curricula will embed a culture of continuous learning and adaptability to develop a workforce in Northern Arizona that remains competitive in a rapidly evolving global economy. Other local Arizona organizations will assist job seekers from LIDAC in taking full advantage of the EV and H2 courses and trainings. These include the City of Kingman Economic Development Department, the Mohave County Economic Development Department, the Economic Collaborative of Northern Arizona, the Northeastern Arizona Local Workforce Development Board, and the Mohave/La Paz Workforce Development Board. Such coordinated efforts will create robust pathways into high-skill jobs with quality long-term career prospects.

At the post-secondary level, Zero40 will grant a \$500,000 subaward to focus on training in H2 technology at job training centers and community colleges. Training curricula will focus on supporting logistics, operations, maintenance, and environmental quality monitoring. First responder and safety training coursework will support the incorporation of worksite health and safety plans for all Zero40 sites.

2.f. PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE

2.f.1 Past Performance and Reporting Requirements

NMED and the Coalition members have successfully implemented other federal grants within their jurisdictions. NMED currently manages 111 federal grants worth over \$165 million. All the federal financial reports (SF-425s) for NMED's federal grants have been filed on time for the last five years. Federally funded assistance agreements that NMED is performing or has performed within the last three years include:

2.f.1.1 Project Title: Reaching New Mexico's Climate Pollution Reduction Targets

Funding Agency: EPA; **Assistance Listing Number:** 66.046; **Description:** NMED and EMNRD, with outreach to and collaboration from numerous entities that these agencies have involved, including Tribes, Nations, and Pueblos, built on progress already made to develop a PCAP while focusing on LIDAC. These agencies will continue to build on this progress to produce a Comprehensive Climate Action Plan (CCAP), update GHG emissions inventories, and quantify the GHG reductions the plans will achieve while continuing to focus on LIDAC and analyze benefits to them and the entire state population.; **Funding Agency Contact:** Mariama Mitchell, 214-665-6778, Mitchell.Mariama@epa.gov; **Status:** Ongoing. NMED and EMNRD have hired staff, developed and submitted a PCAP with extensive outreach and collaboration as indicated above, filed timely quarterly reports, quantified the GHG reductions the PCAP will achieve, continued tribal engagement, and focused on and analyzed benefits to LIDAC and to the entire population of New Mexico.; **Reporting History:** NMED has submitted timely quarterly reports to EPA about progress toward achieving the expected outputs and outcomes, challenges to

meeting expected outputs and outcomes during the reporting period, and strategies to address such challenges. This grant has been in place for less than a year; there is no history of annual reports yet.

2.f.1.2 Project Title: Hazardous Waste Management State Program Support: RCRA Subtitle C Program for the State of New Mexico

Funding Agency: EPA; **Assistance Listing Number:** 66.801; **Description:** This grant supports the administration of the RCRA program implemented under the Hazardous Waste Act. The State of New Mexico was authorized by EPA to issue RCRA permits in 1985 and to implement the corrective action requirements of the RCRA Hazardous and Solid Waste Amendments in 1996, and the grant supports these activities, which include updating regulations, complying with Environmental Justice requirements, maintaining the RCRA Info database, compliance evaluation, and enforcement.; **Funding Agency Contact:** Faybia Clayborne, 214-665-6534, clayborne.faybia@epa.gov; **Status:** The project is complete. Tasks described above were completed with funds from the grant and a 25% state match supporting payroll tied to the employees performing the work.; **Reporting History:** NMED met its reporting requirements and included information in the reports about progress toward achieving the expected outputs and outcomes, challenges to meeting expected outputs and outcomes during the reporting period, and strategies to address such challenges.

2.f.1.3 Project Title: EPA Brownfields Assessment Coalition Grant (10/01/2019 - 03/30/2023)

Funding Agency: EPA; **Assistance Listing Number:** 66.818; **Assistance agreement number – Grant Number (FAIN):** 01F67601; **Description:** NMED partnered with the Southwest New Mexico Council of Governments (SWCOG) and Northwest New Mexico Council of Governments (NWCOG) to form a coalition to engage community members, identify, assess, and plan for the cleanup and redevelopment of brownfield sites within Target Areas.; **Funding Agency Contact:** Marsha Lay, 214-665-7562, lay.marsha@epa.gov; **Status:** Complete; **Reporting History:** NMED's Brownfields Program successfully managed and completed this \$500,000 grant. Seven Phase I Environmental Site Assessments and ten Phase II Environmental Site Assessments have been completed with grant funds totaling \$499,945.00. Program staff submitted all quarterly reports and the final report in accordance with all deadlines.

2.f.1.4 Project title: EPA Brownfields Cleanup Revolving Loan Fund (9/14/2009 – 9/30/2024) \$2,755,326

Funding Agency: EPA; **Assistance Listing Number:** 66.818; **Assistance agreement number – Grant Number/Cooperative Agreement Number:** BL 96691801; **Brief description of the agreement:** NMED Brownfields Cleanup Revolving Loan Fund offers low-interest loans with favorable terms for remediating contamination at eligible brownfield sites.; **Funding Agency Contact:** Emily Jimenez, 214-665-2176, jimenez.emily@epa.gov; **Reporting History:** NMED Brownfields Program staff has submitted all quarterly reports by all deadlines. The NMED Brownfields Program successfully managed and executed the revolving loan fund. Loans have been executed for the following private redevelopment projects: Homewood Suites, Albuquerque (\$951,385), Las Cruces Community Farms, Berino (\$300,000), and Winrock Town Center, Albuquerque (\$378,700). Numerous subgrants for cleanup have also been awarded to governmental entities and non-profits.

2.f.1.5 Project title: Clean Water State Revolving Loan Fund Capitalization Grants

Funding Agency: EPA; **Assistance Listing Number:** EPA 66.458; **Assistance agreement number:** CS-350002-16-0 through CW-350002-21-0; **Brief description of the agreement:** The purpose of these agreements was to provide funds to the NM CWSRF to support providing low-interest financing to the planning, design, and construction of eligible water quality improvements and protection projects.; **Funding Agency Contact:** Thomas F. Cooney III, 214-665-6580, cooney.thomas@epa.gov; **Status:** The project is complete.; **Reporting History:** NMED submitted acceptable interim and final reports, adequately and timely reported on its progress toward achieving the expected outputs and outcomes under this grant, and has expeditiously drawn down the grants.

2.f.2 Staff Expertise

NMED is an agency of the State of New Mexico whose staff has extensive education, training, expertise, and decades of experience in environmental protection and restoration. NMED's Climate Change Bureau (CCB) currently has six committed staff members: a bureau chief, two program managers, three environmental scientists (one position will be filled soon), and a climate economist (Figure 3) and is currently adding five more positions, in addition to the staff proposed under this grant (see attachment in grants.gov for resumes with qualifications of current staff and Zero40 Budget Table and Section 3 Budget Narrative for an organizational chart of the existing and Zero40-proposed staff). CCB staff have extensive experience in air quality, including GHG,

emissions inventory, program and staff development, economic analysis, staff supervision, grant and financial management, data collection and analysis, procurement, and oversight of contractors.

In addition, CCB has a financial manager and an attorney administratively attached to other bureaus who exclusively support CCB. Governor Michelle Lujan Grisham's office and NMED's leadership provide expert guidance, support, and review of grant applications and major deliverables. NMED's Human Resources, Financial Services, and other departments of state government also support CCB's work by assisting with procurement, grant management, and other services. Together, this staff has decades of experience in environmental protection and restoration. NMED financial managers and staff collectively have decades of extensive successful grant and financial management experience and skill. Bill Lane of NMED's Financial Services Bureau has over 10 years of experience managing federal grants for the department and has maintained a perfect record of timely federal financial reporting for the past five years. This knowledge, expertise, and extensive experience will be employed to successfully achieve the GHG reduction measures and other goals of the Enacting Solutions to Reduce Transportation-Related Climate Pollution project.

Oklahoma DEQ is an agency of the State of Oklahoma and has a proven history of meeting grant requirements, program goals and priorities, and submitting both technical and financial reports as required for all grants received from EPA. Oklahoma DEQ has successfully managed the agency's Performance Partnership Agreement since its inception, completing all Air Quality program priorities and reporting as required by EPA. Oklahoma DEQ Air Quality Division has managed grants to implement and maintain our PM_{2.5} program since 1998 and received NATTS funds to operate a toxics site through the National Ambient Toxics Trends program. The division uses Diesel Emission Reduction Act grants to fund the retrofits and replacement of school buses across the state through its Clean Diesel Program since 2007. Oklahoma DEQ offers the equivalent of 1.4 FTE to the success of Zero40.

Two staff members in Kingman, Arizona, each with over a decade of experience in local economic development, will hire and coordinate city efforts with the new FTE funded by this grant to oversee all aspects of the project, including workforce development, site selection, project planning, and procurement for the construction contractor who will install the relevant site components. Since 2018, City of Kingman Economic Development Director Bennett Brantley has been instrumental in developing the Kingman Airport and Industrial Park, including multiple land sale and development negotiations that have led to company expansions and openings, and a 755-acre Phase 2 expansion master plan. Kingman's Terri Curtis brings experience in grant application, grant administration, meticulous tracking and reporting of funds from federal programs, and collaboration with developers of apartment complexes.

In Winslow, Arizona, Economic Development Director Jack Fitchett brings experience creating and implemented three new economic development incentive programs, valued over \$400 million, led the attraction of the largest company to locate in Flagstaff in the last five decades with over 350 new jobs and \$65 million in capital investment.

The resumes of the Oklahoma DEQ staff, City of Kingman staff, and City of Winslow staff, are included in attachments. The Cities of Kingman and Winslow will each receive one additional FTE to coordinate city staff, oversee efforts to build their cities' respective charging and fueling stations and work closely with consultants hired for all Zero40 sites, especially the third-party grant administrator.

3 BUDGET NARRATIVE

3.a. DETAILED BUDGET NARRATIVE

The Zero40 proposed budget to design and construct eight clean transportation centers along the I-40 corridor from Arizona to Oklahoma is **\$479,592,564**. The attached CPRG Zero40 Grant Budget Table (BudgetCalcs_NMED.xlsx) includes worksheets with detailed budgets from Coalition Members: 'NMED Budget', 'Oklahoma DEQ Budget', 'Kingman AZ Budget', and 'Winslow AZ Budget'. The 'Oklahoma DEQ Budget' worksheet includes the construction costs for the three Zero40 sites in Oklahoma. The Budget Table also includes detailed budget worksheets for the additional three Zero40 sites: 'Bernalillo Co NM Budget', 'Gallup NM Budget', and 'Tucumcari NM Budget', which are included under the 'Other' category in the 'NMED Budget' worksheet. For the NMED Budget and each Zero40 site, the Zero40 Budget Table presents the costs associated with implementation of Zero40 into the given categories in the EPA budget template and the EPA grant guidance documents: Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, Other, and Indirect. For the grant application in grants.gov, NMED only included the budget categories cost detail from the 'NMED Budget' worksheet. Where appropriate, a 3% annual increase in costs is included to account for inflation.

3.a.1 Consolidated Budget

In the Consolidated Budget in the Zero40 Budget Table, Coalition members' budgets are added in an individual row, while other subrecipients are included in NMED's budget in the 'Other' category, and as summarized in Table 12.

Table 12. Zero40 Budget Distribution Among Coalition Members

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
NMED DIRECT	\$47,064,744	\$171,918,206	\$28,157,437	\$4,959,733	\$4,735,108	\$256,835,197
NMED INDIRECT	\$63,451	\$111,449	\$114,793	\$118,237	\$121,784	\$529,714
Oklahoma, DEQ	\$320,411	\$334,022	\$133,942,974	\$15,195,373	\$372,783	\$150,165,562
Kingman AZ	\$158,832	\$31,729,770	\$3,725,755	\$205,355	\$211,335	\$36,031,046
Winslow AZ	\$158,832	\$31,729,770	\$3,725,755	\$205,355	\$211,335	\$36,031,046
TOTAL	\$47,128,195	\$172,029,655	\$28,272,229	\$5,077,969	\$4,856,892	\$479,592,564

The Zero40 budget can also be considered in the following high-level groups (Table 13):

Table 13. Zero40 Budget within Project Categories.

Project Groups	Total
Grant and Project Management by Subawardees	\$8,135,858
Third-Party Grant Administrator	\$18,200,000
Outreach and Community Engagement	\$1,000,000
Technical Analyses	\$220,000
Workforce Development (i.e., Job Quality)	\$2,518,600
Zero40 Site Engineering	\$82,601,643
Zero40 Construction less anticipated federal tax credits	\$366,916,463
TOTAL	\$479,592,564

3.a.2 NMED Zero40 Budget

3.a.2.1 Personnel and Fringe

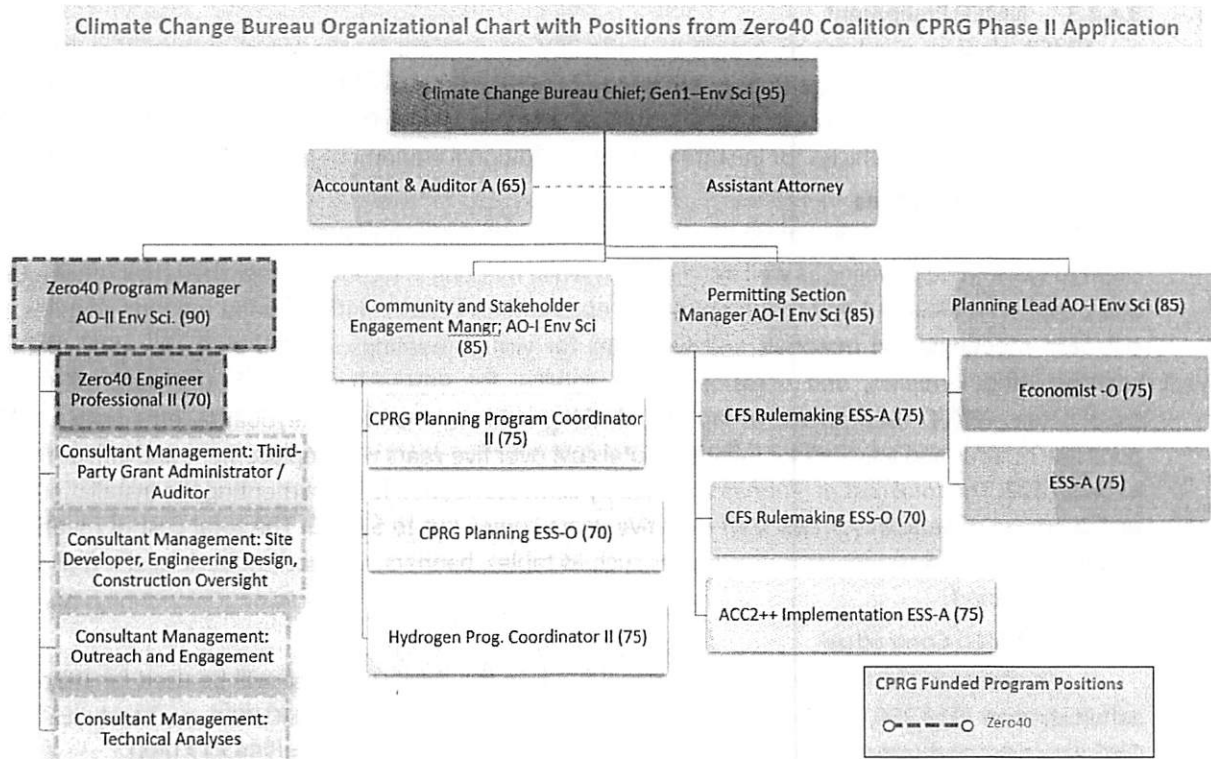
NMED will dedicate two new FTEs with 100% of their time to Zero40. The Program Manager (A/O II – Env Science) will earn a calculated salary plus fringe benefits of \$710,201 over five years and report directly to the Climate Change Bureau Chief as illustrated in the Climate Change Bureau organizational chart (Figure 3). The

Program Manager will oversee all aspects of Zero40. The Zero40 Program Manager will coordinate with Coalition members to select the needed consultants through a competitive procurement process in accordance with 2 CFR § 200; oversee the third-party grant administrator; oversee the outreach and community engagement consultant; oversee the technical analyses; support NMED financial staff to manage Zero40 grant funds, including financial processing, reimbursements, budgets, contracts, and subawards; develop agreements with subrecipients; work with NMDWS on workforce development opportunities; assist with tracking, measuring, and reporting accomplishments on proposed timelines and milestones; submit semi-annual progress reports on measure implementation to EPA; and submit a detailed final report to EPA within 120 calendar days of the completion of the performance period. The Zero40 Program Manager will supervise the Engineering Professional II and other NMED staff, if needed.

The new Zero40 Engineer Professional II will coordinate with coalition members to select the engineering services through a competitive procurement process in accordance with 2 CFR § 200; monitor/supervise the work of the engineering consultant; assist with monitoring the work performed by the technical analysis consultant; assist with tracking, measuring, and reporting accomplishments on proposed timelines and milestones; and assist with writing semi-annual progress reports on measure implementation and final report to EPA. The Engineering Professional II will earn a calculated salary with fringe benefits of \$641,386 over five years.

The existing Climate Change Bureau Chief (Gen I – Env Sci) will be spending 10% of their time, which is calculated to total \$90,237 (salary plus fringe benefits) for the five-year grant period. They will create positions, hire staff, and manage the workload, assisted by the existing Accountant and Auditor (one position) and the two existing Program Managers (A/O I – Env Sci). The existing Accountant and Auditor (one position) will spend 10% of their time, which is calculated to total \$49,657 over five years, on the Zero40 measure accounting for and monitoring expenditures. The two existing Program Managers will spend a total of 10% of their time in year 1 of the grant on Zero40, for a total of \$13,387, assisting with creating positions, hiring staff, and performing other initial work needed.

Figure 3. Organizational Structure of the Climate Change Bureau within NMED.



Costs for existing NMED staff are based on current salaries with a 3% yearly increase to allow for raises to keep pace with inflation. Costs for new staff are based on the midpoint of salaries from the New Mexico State Personnel Office's website with a 3% yearly increase to allow for pay raises based on inflation. Fringe benefits are calculated by multiplying the position's salary by 38.8% for NMED; the fringe benefit varies for other

governmental agencies. The fringe benefit percentage is the average that the agency spends for each employee's medical, dental, and vision insurance, retirement, FICA, worker's compensation, unemployment insurance, employment liability, and retiree healthcare. Fringe benefits also include all forms of leave (sick, family-related, annual, holidays, etc.) Fringe benefits for all existing and new NMED staff for the Zero40 measure total \$420,669 over the five-year grant period.

3.a.2.2 NMED Travel

NMED expects the Zero40 Program Manager and Engineering Professional II to use the new electric vehicle consistent with NMED policies to implement the incentive programs established through this grant. NMED staff will travel to CTCs as appropriate, and to other locations to promote and implement the Zero40 measure, taking approximately 12 of these trips per year each. In addition, NMED anticipates that the Zero40 NMED staff will take longer trips for training and/or presentations requiring airfare and hotel stays three times per year each. Mileage for in state and out-of-state travel, \$50,458 over the five years, represents 24 trips total per year averaging 600 miles/trip at the current New Mexico mileage reimbursement rate of 66 cents per mile, adjusted yearly for inflation. Per Diem fees are based on 24 in-state trips for 20 days total and 11 out-of-state travel days total per year, adding up to \$13,156 over the five years. Considering the distances between CTCs, the proposed travel distances are reasonable estimates for round trips and the amount of travel needed for overseeing and doing community outreach on Zero40 and attending training and conferences. Airfare over the five years, \$26,015 for the two FTEs, is based on conservative current costs for one medium- and two long-range trips, considering the frequency and types of training classes and conferences offered at those distances that staff would be likely to need to attend to be well-trained for this work. Luggage fees totaling \$1,327 for the grant period are based on conservative luggage fees. Hotel fees are based on realistic in-state and out-of-state rates and total \$37,907 for the five-year period, based on the above assumptions for the number of trips. Amounts for local travel and parking when flying, including car rental for site visits, total \$8,303 over the 5-year period, assuming \$50/day for car rental, which was obtained by an internet search.

3.a.2.3 NMED Equipment

NMED plans to purchase an American-made ZEV appropriate for the travel required for Zero40, like the quote that the Climate Change Bureau obtained of \$62,657 for a 2023 Ford Mach-E Premium from a qualified vendor for the State of New Mexico. Zero40 staff can use this vehicle, other Climate Change Bureau vehicles, and other NMED bureaus' vehicles for in-state travel. No additional equipment needs are anticipated for Zero40.

3.a.2.4 NMED Supplies

The two new Zero40 measure staff will need laptop computers and peripherals for office work and to enable them to work while traveling as well as take notes while meeting in locations other than their offices. Computers and peripherals wear out and require periodic replacement. Zero40 staff will need meeting supplies, paper for outreach meetings, and materials and webcams for virtual meetings. Zero40 staff will need mail and copy services, office supplies, and occasionally fax service, for outreach materials, mailings, office work, and transmittals. NMED used prices for laptops, docking stations, monitors, keyboards, etc., from recent NMED purchase records and adjusted for inflation. Total cost over five years with replacement and inflation is projected to be \$9,122. The total cost of iPhones with quality cameras needed for documenting the installation of chargers and purchase of vehicles for two staff over five years comes out to \$2,565. The total cost of meeting supplies, paper supplies, and communication supplies such as tables, banners, outreach materials, and mail is \$5,730 for the 5-year period.

3.a.2.5 NMED Contractual

As shown in the table below, contractual funds in the 'NMED Budget' will be used for third-party grant administration (\$18,200,000), outreach and community engagement (\$1,000,000), and technical analyses of GHG emissions and community benefits (\$220,000), and engineering services (\$56,812,064).

Table 14. Zero40 Budget for Consultants.

Consultants	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Third-Party Grant Manager	\$4,000,000	\$3,550,000	\$3,550,000	\$3,550,000	\$3,550,000	\$18,200,000
Outreach and Comm. Engagement	\$300,000	\$250,000	\$200,000	\$150,000	\$100,000	\$1,000,000
Technical Analyses	\$0	\$55,000	\$55,000	\$55,000	\$55,000	\$220,000
Engineering	\$28,406,032	\$22,724,825	\$5,681,206	\$0	\$0	\$56,812,064
Total	\$32,706,032	\$26,579,825	\$9,486,206	\$3,755,000	\$3,705,000	\$76,232,064

The Zero40 Coalition respectfully proposes to procure all four contractors on behalf of all Coalition members in accordance with all applicable federal statutes, regulations, and policies, and pursuant to an anticipated intergovernmental agreement signed by the Coalition. If approved, all Zero40 sites will use the services of the first three contracts listed in Table 14, while the engineering services will only be used at the sites without other consultant engineers (specifically, Tucumcari, Elk City, Oklahoma City, and Checotah).

3.a.2.6 NMED Other

Included in the NMED 'Other' category are subawards to Zero40 site subrecipients within New Mexico:

- **\$97,500,787 to Bernalillo County:** for the engineering and construction costs (including cost reductions from applicable federal tax credits) at for a large CTC in the Albuquerque Metro area; one FTE with fringe benefits, supplies, and travel budget to manage the project; \$100,000 for local workforce development.
- **\$43,786,667 to Gallup** (likely to be awarded to the non-profit Greater Gallup Economic Development Corporation): for the engineering and construction costs (including cost reductions from applicable federal tax credits) at for a small CTC in the Gallup area; one FTE with fringe benefits, supplies, and travel budget to manage the project; \$100,000 for local workforce development.
- **\$36,031,046 to Tucumcari:** for the construction costs (including cost reductions from applicable federal tax credits) at for a small CTC in Tucumcari; one FTE with fringe benefits, supplies, and travel budget to manage the project; \$100,000 for local workforce development.

Infrastructure construction costs included in each Zero40 site includes the acquisition and installation of heavy-duty electric vehicle charging equipment, heavy-duty hydrogen vehicle refueling equipment, and renewable energy generation and storage to supply electricity for electric vehicle charging. Total costs for each small site, anticipating federal tax credits, is \$42,767,686; details on site costs are included in the Zero40 Budget Table tab 'Small CTC Costs'. Total costs for each large site, anticipating federal tax credits, are \$96,455,994; details on site costs are included in the Zero40 Budget Table tab 'Large CTC Costs'. The embedded \$100,000 for each site is for the local Zero40 site entity to subaward to a local trade academy, regional school or IHE to provide workshops, training, scholarships, fellowships, or other programs of student aid to current students, including to provide PSCs to allow students to attend workshops, conferences, or trainings, as approved by EPA (see Section 2.e.3). All administration and expenditure of these grant funds would be managed by the procured third-party grant administrator.

Also included in the NMED 'Other' category is a \$1,000,000 subaward to the NMDWS for workforce development related to the Zero40 sites in New Mexico, as described in section 2.3. To assure that the granted funds are spent as intended, NMED and NMDWS would enter into an intergovernmental agreement elaborating on the administration of funds, including that NMDWS passed the funds through to the three New Mexico's LWDBs that serve the locations of the three New Mexico CTC sites. The LWDBs will provide tailored support to job seekers and workers in the respective regions. Subject to EPA approval, NMED proposes that the funds then be administered by and from the LWDBs to jobseekers and workers, as Participant Support Costs (PSCs), as

approved by EPA (see additional detail in Section 2.e.3). As will be the case for all funding under this grant, the procured third-party grant administrator will manage the distribution, expenditures, reimbursement, and documentation of this NMDWS subaward.

NMED further proposes to make a subaward to a to-be-selected IHE to develop H2 curriculum and provide “train the trainer” services. (see Section 2.d.1). All administration and expenditure of these grant funds would be managed by the procured third-party grant administrator.

3.a.2.7 NMED Indirect Costs

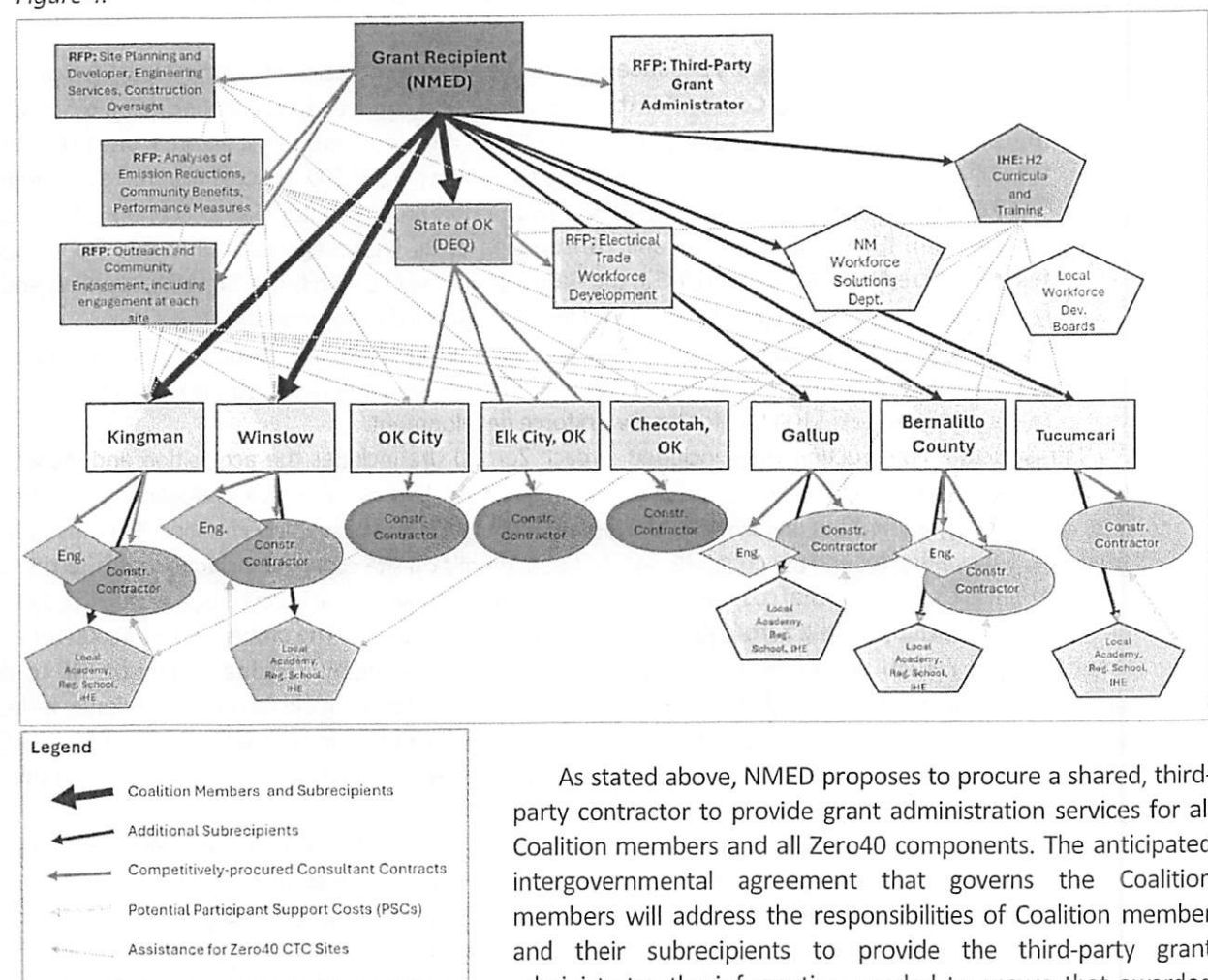
NMED’s indirect cost rate, negotiated with EPA, on personnel salary and fringe benefits, but not other costs, is 35.2%. For Zero40, NMED’s indirect cost for two new FTEs and a small portion of four existing FTEs is \$529,714 (details in ‘NMED Budget’ tab in the Zero40 Budget Table).

3.b. DISTRIBUTION AND EXPENDITURE OF AWARDED FUNDS

In the event Zero40 is selected for this CPRG implementation funding, the NMED, as lead applicant of the Coalition and grant recipient, and the Coalition members and subrecipients would distribute and expend funds in accordance with EPA’s Subaward Policy, National Term and Condition for Subawards, General Terms and Conditions, Financial Assistance Agreement, and all other applicable federal statutes, regulations, and policies.

Figure 4, included in the ‘Consolidated Zero40 Budget’ worksheet in the Zero40 Budget Table also for better legibility, illustrates the flow of funding from the Coalition Lead to the Coalition members, other subawards, competitively procured consultants. The diagram illustrates how the funding will then continue to be distributed, either through subawards or through receiving services as approved by the EPA. The different types of arrows indicate different types of relationships and are described in the legend.

Figure 4.



As stated above, NMED proposes to procure a shared, third-party contractor to provide grant administration services for all Coalition members and all Zero40 components. The anticipated intergovernmental agreement that governs the Coalition members will address the responsibilities of Coalition member and their subrecipients to provide the third-party grant administrator the information needed to ensure that awarded grant funds will be expended in a timely and efficient manner within the grant period. This administrator would provide oversight of all pass-through and expenditure of grant funds, monitor performance, and ensure all

entities' compliance with all applicable federal statutes, regulations, and policies, including EPA's Subaward Policy and Best Practice Guide for Procuring Services, Supplies, and Equipment under EPA Assistance Agreements.

NMED would enter into a subaward agreement with each Coalition member prior to disbursement of any subaward funds, as well. These agreements would also include all requirements for subrecipients in accordance with EPA's Subaward Policy and EPA's National Term and Condition for Subawards, and all other applicable federal statutes, regulations, and policies.

Each Coalition member would also be responsible for following its own applicable state and local procurement and other fiscal processes. The semi-annual reports and final report from each Coalition member, submitted by NMED on each Coalition member's behalf, will include a breakdown of expenditures associated with implementation of this proposal.

NMED would expend and account for awarded funds in accordance with New Mexico state laws and procedures for expending and accounting for the state's own funds allocated under the Coalition. The financial management system for NMED with the requirements of 2 CFR § 200.302(b).

3.c. REASONABLENESS OF COST

The project team has researched and outlined the costs for the measures included in this application and included specifics in the Zero40 Budget Table (attached in grants.gov), using as a guidance the principles contained in 2 CFR § 200.404, Reasonable Costs:

In nature and amount, the costs do not exceed "that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost" with consideration given to: (a) Whether the cost is of a type generally recognized as ordinary and necessary for NMED operations and the proper and efficient performance of the proposed award, (b) The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; Federal, state, local, tribal, and other laws and regulations; and terms and conditions of the proposed award, (c) Market prices for comparable goods or services for the project geographic area, and (d) Prudence proposed to be exercised in the implementation of the grant considering responsibilities to NMED, its employees, the public at large, and the Federal government. To the extent possible, NMED will not significantly deviate from its established practices and policies regarding the incurrence of costs.

3.c.1 Cost Estimates – Third-Party Grant Administrator

The third-party grant administrator is key to the success of Zero40. This consultant provides all the grant administration services required by the grant agreement, as well as services to the Coalition members and their subrecipients to ensure that awarded grant funds will be expended in a timely and efficient manner within the grant period. The grant administrator will also map and follow flow paths to assure that reimbursements are available to subawardees and consultants as quickly as possible. The Zero40 Coalition estimated the consultant budget for the third-party grant administrator assuming 6 FTEs working for 5 years, with an average billed rate of \$290 per hour. The Coalition derived third-party grant administrator costs by using rate sheets from Eastern Research Group, Inc. and estimating the level of effort to administer a grant of this magnitude, across three states, with 4 Coalition members, and at 8 different locations. Getting this grant administrator on board will be a high priority for the Zero40 Coalition members.

3.c.2 Cost Estimates – Outreach and Community Engagement Consultant

A competitively procured Outreach and Community Engagement consultant will ensure that continued meaningful engagement – with people across the project area, especially those near the proposed CTC sites – remains a high priority for Zero40 implementation. At the outset, this consultant will meet with site representatives and develop an outreach and engagement plan, with a focus on community benefits including workforce development gaps. The consultant will then, working with local community organizations, set up public meetings, stakeholder interviews, focus groups, and workshops to engage the community in ways best tailored to each. Zero40 anticipates that 20-30% of the \$1,000,000 for the consultant will be subcontracted to trusted local community organizations and provide participant support costs. Funding will also be spent on outreach material like flyers, fact sheets, web content, social media content, and surveys. The Zero40 Coalition received a cost estimate and description of services from the Metropolitan Group, a national firm well versed in community engagement.

3.c.3 Cost Estimates – Performance Measures Analyst Consultant

Zero40 will use a consultant to conduct the technical analyses necessary to evaluate the project's efficacy as described in section 2.c.2 *Performance Measures and Plan*. The cost estimate of \$220,000 (\$55,000 per year for Years 2-5 for approximately 137 hours per year) stems from NMED's existing experience with Energy and Environmental Economics, Inc. (E3), who has been working on the CPRG Phase 1 grant to develop New Mexico's GHG inventory. E3 has also been helping NMED with estimating the GHG emission reductions, the criteria air pollution reductions, and the other community benefits that would result from the measures included in the NM PCAP.

3.c.4 Cost Estimates – Site Planner and Developer, Engineering Services, and Construction Oversight Contractor

To deploy infrastructure expeditiously and robustly, Zero40 will employ corridor-wide engineering services to manage site planning and development, engineering services, and construction oversight, estimated at a total of \$82,601,643. A corridor-wide contractor ensures consistency across the CTCs, which is critical for successful transit between the sites. These costs reflect industry standards shared with NMED by transportation and other engineers. The Zero40 team includes 2.5% of construction cost for site development including the geotechnical, environmental, and archeological analysis; drone and ground site surveys; and a mark up from the engineers for supervising and reviewing the work products estimated at \$0.9 million for each small CTC sites and \$2.3 million for each large CTC. As calculated in the 'Small CTC Costs' and 'Large CTC Costs' tabs of the Budget Table, Engineering Services are estimated at 10% of construction costs for delivering 30%, 60%, 90%, and 100% designs construction documents, preparing bidding documents, and managing the bidding process. These costs are estimated as \$3.8M and \$9.0M for the small and large CTCs respectively. The engineering services, estimated at 6% of construction costs, will also be used to oversee and administer the construction process, including reviewing and approving submittals; reviewing and responding to information requests; reviewing and approving pay applications; conducting site observations; preparing record drawings; managing regularly scheduled (likely biweekly) and progress meetings. These services, estimated at \$2.3M and \$5.4 for the small and large sites respectively, are especially critical for the small CTCs, where these services can supplement a local community's capacity. While the Zero40 Coalition recognizes that sales tax will vary depending on the location of the engineering consultant, the CTC cost sites estimate an 8% gross receipt tax for the engineering services at all sites.

The timelines and milestones in Table 1 illustrate that the Zero40 team anticipates the engineering services will be procured in the first quarter of the grant, and that the engineering of some of the CTC will be completed by the third quarter of 2025, and the rest by the fourth quarter of 2025.

3.c.5 Cost Estimates – Infrastructure

The estimated construction costs including sales tax for the eight CTC included in Zero40 total \$413,421,635, not applying the estimated \$46,505,171 in federal tax credits for which these clean energy and transportation projects will likely be eligible. The Zero40 team considers these costs reasonable considering that each site includes MHD EV charging and H2 fueling, onsite renewable energy generation, and battery energy storage.

Infrastructure construction cost estimates originated from Global Logistics Development Partners (GLDPartners), the Bernalillo County contractor for the TradePort, and were vetted through technical assistance provided by Atlas Public Policy, the Rocky Mountain Institute (RMI), and Zero40's expert team. Specifically, GLDPartners estimated costs for solar generation and storage using the National Renewable Energy Laboratory's (NREL) estimation tools, and system outputs were modeled via the HelioScope Solar Software. Cost information for EV supply equipment was provided by CALSTART, Inc. via the Infrastructure Insite Tool. Mobile H2 fueling cost information was supplied by a global hydrogen supplier, with whom GLDPartners retains a Non-Disclosure Agreement. The mobile H2 refueler costs were also vetted with two private companies with whom Oklahoma DEQ retains relations. Again, Atlas Public Policy and RMI cross-examined these estimates with the best-available industry information and the Zero40 Coalition adjusted these valuations as necessary.

Following team discussions with transportation engineers, the Zero40 Coalition added a reasonable 20% contingency to all construction estimates, given that the cost estimates will improve once the sites are designed and given that the infrastructure costs may increase by the time the projects are installed, roughly two to three years from award. The final construction cost estimate, including taxes and the anticipated federal tax credit, is \$35,012,065 for the small CTCs and \$78,422,036 for the large CTCs.

The timelines and milestones in Table 1 illustrate that the Zero40 team anticipates the construction contractors will be selected at some CTCs by the third quarter of 2025, and the rest by the fourth quarter of 2025, and that the projects will be completed by the third quarter of 2026.

3.c.6 Cost Estimates – Workforce Development

As highlighted in section 2.e JOB QUALITY , workforce development is key to the success of Zero40 and the clean energy transition in general. The \$2,518,600 devoted to high-quality job development in this grant application reasonably integrates with existing opportunities and systems to ensure appropriate gap-filling, warranting the reasonableness of these expenditures. The funding will be available for state agencies, LWDBs, schools, apprenticeship programs, community colleges, academies, and participants to braid with other options, so that agencies and seekers of jobs can best benefit.

4 TECHNICAL APPENDIX

4.a. EMISSION REDUCTIONS ESTIMATE METHOD AND MODELS USED

GHG and CAP emission reductions are due to a combination of avoided diesel truck emissions and avoided use of grid electricity. Reductions are calculated with a combination of AFLEET and energy savings.

The grant would support planning and construction of eight clean transportation centers (CTCs) to be built in New Mexico, Oklahoma, and Arizona. Each small CTC (in Winslow AZ, Kingman AZ, Gallup NM, Tucumcari NM, Elk City OK, and Checotah OK) will have four 350kW EV chargers, two mobile H2 refueling stations, renewable energy production modules producing ~12 GWh per year (modeled here as solar photovoltaics [PV]), and stationary battery storage providing four hours of power. Each large CTC (in Bernalillo County – Albuquerque NM, and Oklahoma City, OK) will have sixteen 350kW EV chargers, two mobile H2 refueling stations, renewable energy production modules producing ~40 GWh per year, and stationary battery storage providing four hours of power.

The attached workbook model (GHGcalcs_NMED.xlsx) was developed by E3 for New Mexico's PCAP and updated by NMED for this application with technical consultation provided by the Rocky Mountain Institute (RMI) and Clean Air Task Force (CATF). The workbook uses information from AFLEET, energy estimates from US DOE, and site information from the RIA grant application. Technological readiness and implementation schedules were adjusted according to projections from RMI reports and expertise from Atlas Public Policy. The workbook includes a summary, and spreadsheets for each component of the CTCs: (1) Renewable Energy Production, (2) MHD EV charging, and (3) H2 fueling of long-range, heavy-duty fuel cell electric vehicles (FCEVs).

4.b. RENEWABLE ENERGY PRODUCTION

4.b.1 Measure Implementation Assumptions:

The following key assumptions regarding measure implementation were used to quantify emission reductions:

- Onsite renewable energy production construction will be complete by July 1, 2025.
- EV charging will use renewable energy generated on-site, but for the purposes of GHG calculation the EVs use grid power. The emission reductions for power displaced is calculated separately.
- Each large CTC has a solar microgrid used to produce 39.96 GWh of renewable power.
- Each small CTC has a solar microgrid used to produce 11.87 GWh of renewable power.
- Each large CTC has 24 x 600kW (kilowatt) batteries to provide 4 hours of power storage.
- Each small CTC has 8 x 600kW batteries to provide 4 hours of power storage.

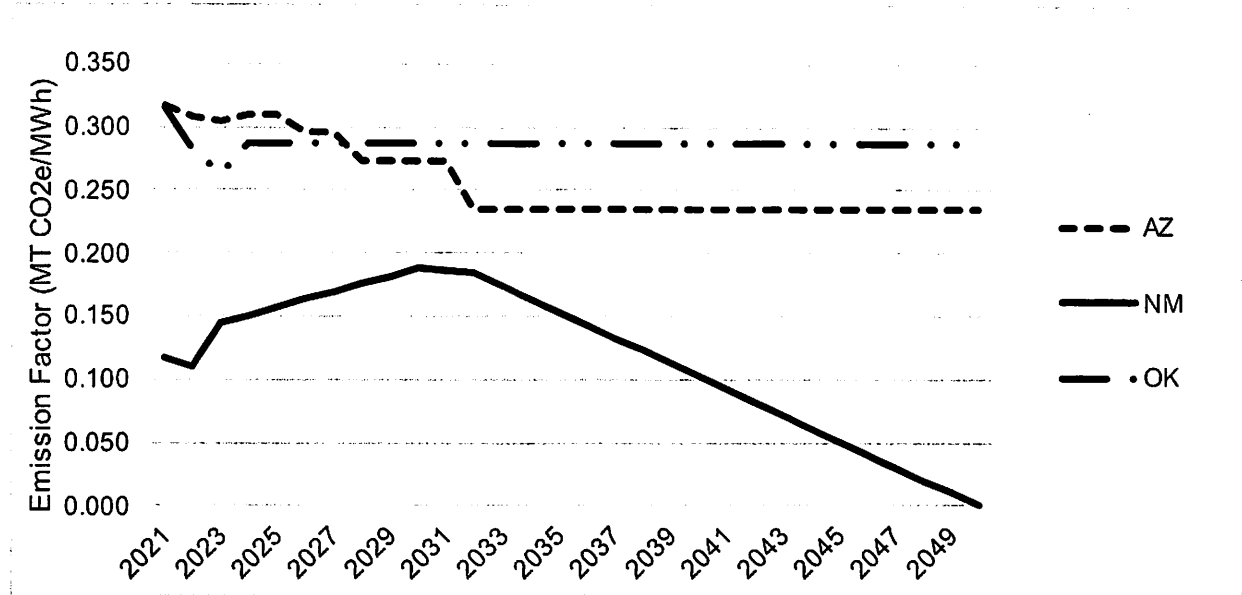
4.b.2 Emission Reduction Estimate Assumptions:

The following key assumptions regarding renewable energy production and storage were used to quantify emission reductions for this measure:

- CAP emission reductions were not calculated for renewable energy production.
- The microgrid performance ratio was assumed to be 85% for all CTCs.
- Time-varying, state specific power generation emission factors were calculated for each state as follows:
 - Power generation emission factors for coal and natural gas were calculated using US EPA CO₂ emission factors⁵⁶ and US DOE heat rates.⁵⁷
 - The % of power generation of each type of fuel in each state was estimated as follows:
 - 2021-2023 was sourced from US DOE EIA.⁵⁸
 - In New Mexico:
 - Renewable power generation was assumed to increase linearly to 50% from 2024-2030 to comply with New Mexico's Energy Transition Act.
 - Coal power generation was assumed to decrease linearly to 0% in 2032 due to the closure of the last coal power plant in New Mexico, San Juan Generating Station, in 2031.
 - Combined Cycle natural gas power generation makes up the remainder of New Mexico power generation.
 - In Arizona and Oklahoma:
 - For future years the percentage of each fuel was assumed to be the average of 2021-2023.

- Planned closures of coal power plants were applied to the year after the planned closure by decreasing the % of coal power by the ratio of the planned closure production to the total coal power production in that state.⁵⁹
- Decreases in the % of power production by coal were made up of an even split of increases in renewable and combined cycle natural gas power generation percents.

Figure 5. State-specific electric generation emission factors.



4.b.1 Emission Reduction Calculations:

Power generation emission factors were calculated as follows^{65,66}:

$$\text{Coal EF} = 10689 \frac{\text{Btu}}{\text{KWh}} * \frac{1 \text{ mmBtu}}{10^6 \text{ Btu}} * \frac{1000 \text{ KWh}}{\text{MWh}} * 95.52 \frac{\text{kg CO}_2\text{e}}{\text{mmBtu}} * \frac{1 \text{ MT}}{1000 \text{ kg}} = 1.02 \frac{\text{MT CO}_2\text{e}}{\text{MWh}}$$

$$\text{Nat. Gas EF} = 7740 \frac{\text{Btu}}{\text{KWh}} * \frac{1 \text{ mmBtu}}{10^6 \text{ Btu}} * \frac{1000 \text{ KWh}}{\text{MWh}} * 53.06 \frac{\text{kg CO}_2\text{e}}{\text{mmBtu}} * \frac{1 \text{ MT}}{1000 \text{ kg}} = 0.41 \frac{\text{MT CO}_2\text{e}}{\text{MWh}}$$

$$\text{Generation EF}_{Y,\text{State}} = \text{Nat. Gas EF} * \% \text{Natural Gas}_{Y,\text{State}} + \text{Coal EF} * \% \text{Coal}_{Y,\text{State}}$$

$$\text{GHG Emission Reduction}_{Y,\text{State}} = \text{Power Generation} * \text{Generation EF}_{Y,\text{State}}$$

GHG emission reductions were then scaled to reflect federal tax credits:

$$\text{CPRG GHG Reduction} = \text{GHG Reduction} * \left(\frac{\text{CPRG Budget}}{\text{Total Budget}} \right)$$

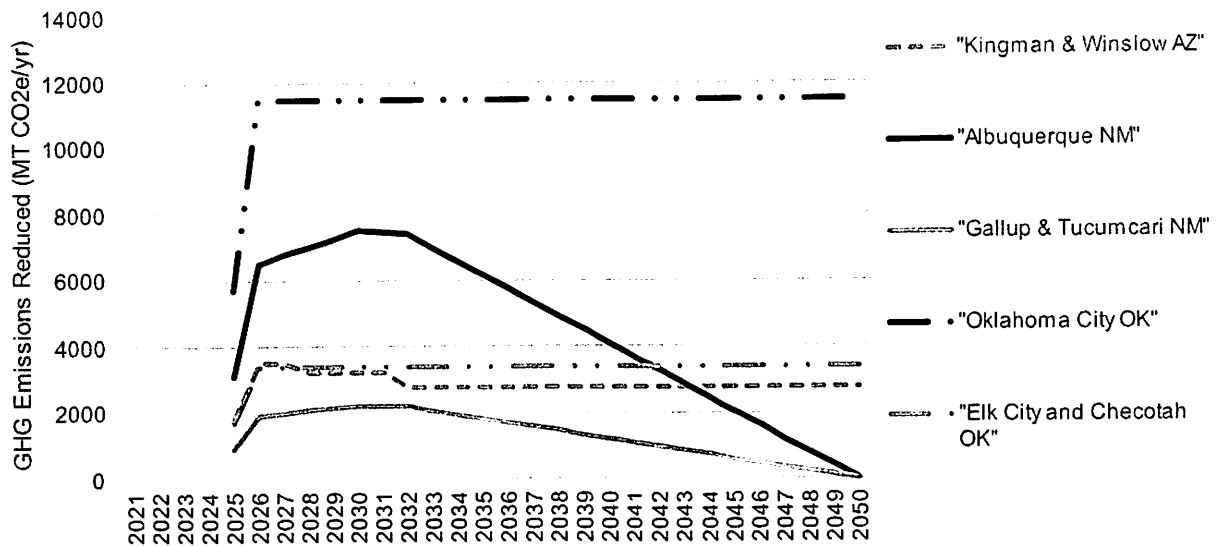
4.b.2 Reference Case Scenario:

For renewable energy production, the reference case is the use of energy generated in the state.

4.b.3 GHG Emissions Reduced

Annual GHG emission reductions due to renewable energy production are shown in, Figure 6 below.

Figure 6. Annual GHG emissions reduced from renewable energy generation.



The implementation of the renewable energy generation is anticipated to reduce the following amounts of GHGs:

Table 15. GHG emission Reductions from Renewable Energy Production

CTC	Total GHG Emission Reductions			Total CPRG-Attributable GHG Reductions		
	Annual 2030 (MT CO ₂ e/yr.)	Cumulative 2025 – 2030 (MT CO ₂ e)	Cumulative 2025 – 2030 (MT CO ₂ e)	Annual 2030 (MT CO ₂ e/yr.)	Cumulative 2025 – 2030 (MT CO ₂ e)	Cumulative 2025 – 2030 (MT CO ₂ e)
Kingman	3,237	15,324	74,980	2,622	12,414	60,740
Winslow	3,237	15,324	74,980	2,622	12,414	60,740
Gallup	2,230	9,117	34,399	1,807	7,386	27,866
Bernalillo County	7,508	30,693	115,804	6,092	24,906	93,969
Tucumcari	2,230	9,117	34,399	1,807	7,386	27,866
Elk City	3,406	15,327	86,854	2,759	12,416	70,359
Oklahoma City	11,466	51,598	292,391	9,304	41,870	237,261
Checotah	3,406	15,327	86,854	2,759	12,416	70,359
Total (Energy Production Only)	36,720	161,829	800,661	29,772	131,207	649,162

4.c. MEDIUM AND HEAVY-DUTY EV CHARGING

4.c.1 Measure Implementation Assumptions:

The following key assumptions about measure implementation were used to quantify emission reductions:

- EV charging infrastructure construction will be complete by January 1, 2027.
- All infrastructure will continue to operate through 2050.
- EV charging utilization will be 20% in 2027, 40% in 2028, 60% in 2029 and 80% in 2030. In 2031 and the following years utilization will be 100%.
- EV charging will use renewable energy generated and stored on-site, but for the purposes of GHG calculation the EVs use the same state specific power generation as calculated in section 4.b.
- The maximum number of trucks charged each day is 192 at large CTCs and 48 at small CTCs.
- The maximum number of truck type charged at each site is shown in Table 16, below.

Table 16. The number of each truck type at maximum utilization at each size CTC.

	Single Short Haul	Combo Short Haul	Combo Long Haul
Large CTC	115	48	29
Small CTC	13	6	29

4.c.2 Emission Reduction Estimate Assumptions:

The following key assumptions about the EV truck charging were used to quantify emission reductions:

- A diesel emission factor of 10.2 kg CO₂e per gallon of diesel.⁶⁰
- Each hub is equipped with chargers to serve a mixture of vehicles, as shown in Table 17.

Table 17. Assumptions for each vehicle type efficiency and VMTs

Type of Vehicle	VMTs (miles/year)	Diesel Efficiency (MPGDE)	EV Efficiency (MPGDE)
Combination Long-Haul	170,000	7.2	12.7
Combination Short-Haul	65,000	7.2	12.7
Single Unit Short Haul	16,500	6.5	26.1

4.c.3 Emission Reduction Calculations:

The following equation was used to calculate the GHG reductions from each vehicle type at each CTC:

$$\Delta GHG_Y = \sum_{Y_1}^{Y_2} \Delta EV_Y * CAPEX_Y$$

Where:

Y, Y_1, Y_2 = The years considered (e. g. 2030, 2025 – 2030, 2025 – 2050)

ΔEV_Y = The ΔGHG_Y for the applicable vehicle type at that CTC

$$= 365 \frac{\text{days}}{\text{year}} * \sum_{Y_1}^{Y_2} \#T_Y * ((GDC * DEF) - (GDE * EVEF_Y))$$

$$CAPEX_Y = \frac{\text{The capital expenditure ratio for chargers to vehicles}}{\text{EV Charging Budget}} \\ = \frac{\text{EV Charging Budget} + \#T_Y * \text{EV Cost}}{\text{EV Charging Budget}}$$

$\#T_Y$ = The number of trucks by vehicle type charged at the site per day in year Y

GDC = The gallons of diesel consumed by the ICE vehicle

DEF = The diesel emission factor ($10.2 \frac{\text{kg CO}_2\text{e}}{\text{gallon}}$)

GDE = The gallons of diesel equivalent consumed by the EV truck

$$EVEF_Y = \text{The EV emission factor} = \frac{\text{Generation } EF_Y}{24.8 \frac{\text{MWh}}{\text{gallons diesel equivalent}}}$$

GHG emission reductions were then scaled to reflect federal tax credits:

$$\Delta GHG_Y \text{ CPRG Attributable} = \Delta GHG_Y * \left(\frac{\text{CPRG Budget}}{\text{Total Budget}} \right)$$

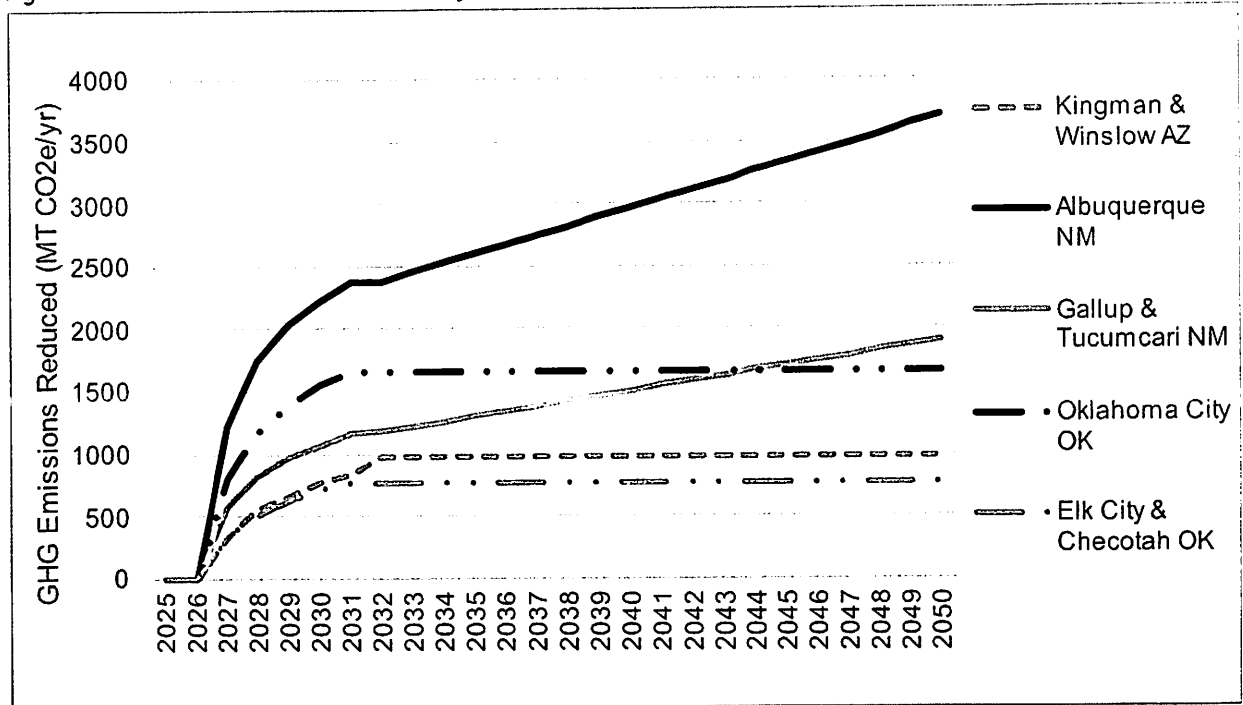
4.c.4 Reference Case Scenario:

For vehicle emissions, the reference case is the utilization of diesel medium and heavy- duty vehicles for the same number of VMTs.

4.c.5 GHG and CAP Emissions Reduced

Annual GHG emission reductions due to EV medium- and heavy-duty truck charging are shown in Figure 7, below.

Figure 7. Annual GHG Emissions Reduced from EV Truck Charging



The implementation of the EV medium- and heavy-duty truck charging is anticipated to reduce the following amounts of GHGs and CAPs:

Table 18. GHG Emission Reductions from EV Truck Charging.

CTC	Total GHG Emission Reductions			CPRG Attributable GHG Reductions		
	Annual 2030 (MT CO ₂ e /yr.)	Cumulative 2025 – 2030 (MT CO ₂ e)	Cumulative 2025 – 2030 (MT CO ₂ e)	Annual 2030 (MT CO ₂ e /yr.)	Cumulative 2025 – 2030 (MT CO ₂ e)	Cumulative 2025 – 2030 (MT CO ₂ e)
Kingman	757	1,549	21,639	735	1,503	20,997
Winslow	757	1,549	21,639	735	1,503	20,997
Gallup	1,068	2,363	33,850	1,036	2,293	32,845
Bernalillo County	2,206	4,998	67,128	2,015	4,566	61,318
Tucumcari	1,068	2,363	33,850	1,036	2,293	32,845
Elk City	705	1,478	17,629	684	1,435	17,106
Oklahoma City	1,544	3,367	37,870	1,410	3,076	34,592
Checotah	705	1,478	17,629	684	1,435	17,106
Total (EV Truck Charging Only)	8,809	19,146	251,235	8,335	18,102	237,804

Table 19. Co-Pollutant Emission Reductions from EV Truck Charging.

Pollutant	Annual Reductions (tons/yr.)	2025-2030 Reductions (tons)	2025-2050 Reductions (tons)
CO (Carbon Monoxide)	19.53	42.83	481.27
NOx (Nitrogen Oxides)	32.34	71.04	796.81
PM ₁₀ (Particulate Matter, ≤ 10 microns)	0.30	0.65	7.29
PM _{2.5} (Particulate Matter, ≤ 2.5 microns)	0.27	0.59	6.64
VOC (Volatile Organic Compounds)	1.42	3.11	35.15
SOx (Sulfur Oxides)	0.15	0.32	3.74

4.d. HYDROGEN FUELING OF LONG-RANGE HEAVY-DUTY FUEL CELL VEHICLES

4.d.1 Measure Implementation Assumptions:

The following key assumptions about measure implementation were used to quantify emission reductions:

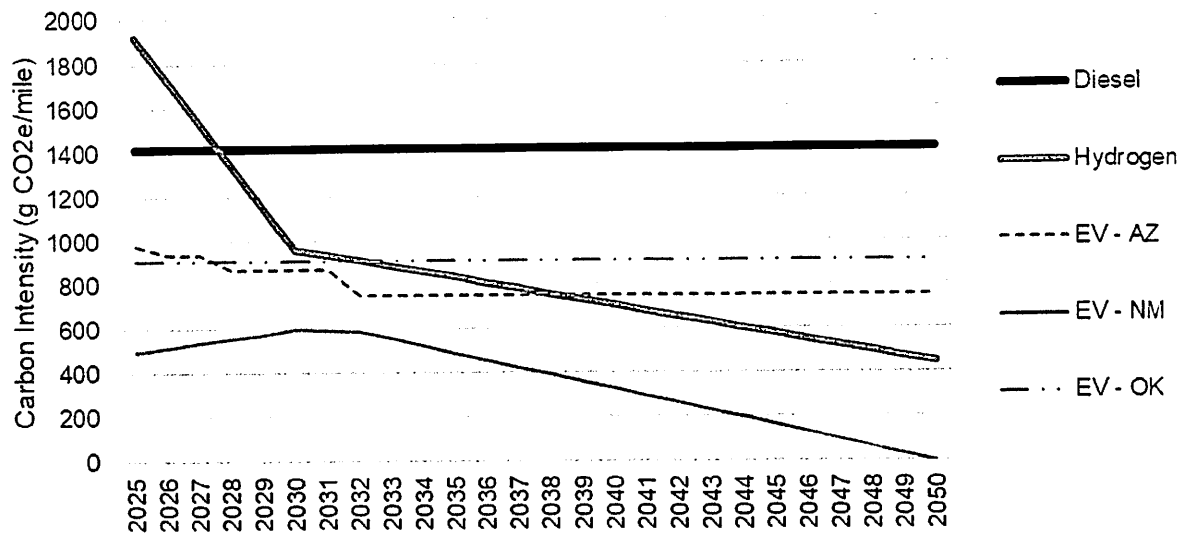
- H2 (hydrogen) fueling infrastructure construction will be complete by January 1, 2027.
- All infrastructure will continue to operate through 2050.
- H2 charging utilization will be 1% in 2027, 2% in 2028, 4% in 2029, 8% in 2030, 16% in 2031, 32% in 2032, 64% in 2033, and 90% in 2034. In 2035 and the following years utilization will be 100%.

4.d.2 Emission Reduction Estimate Assumptions:

The following key assumptions about the H2 trucks fueling were used to quantify emission reductions:

- H2 is only used for Combination Long-Haul Trucks.
- All CTCs have 60 fuel cell electric vehicle (FCEV) trucks per day at full utilization.
- Combination Long-Haul Trucks travel 170,000 miles/year.
- The Diesel Efficiency is 7.2 MPGDE and the FCEV efficiency is 7.9 MPGDE.
- A diesel emission factor of 10.2 kg CO₂e per gallon of diesel.⁶¹
- H2 used on site will have a decreasing carbon intensity over time:
 - 17.2 kg CO₂e / kg H2 in 2025, based on the lookup table carbon intensity of liquid H2 produced from North American Fossil Natural Gas from CARB.⁶²
 - A linear decrease to a 50% carbon intensity reduction by 2030.⁶³
 - Continued linear decrease to 4 kg CO₂e / kg H2 in 2050.
- Carbon intensity for combination long-haul trucks using various fuels, as assumed in the emission reduction calculations are shown in Figure 8 below:

Figure 8. Carbon Intensity for Long-Haul Trucks



4.d.3 Emission Reduction Calculations:

Emission reduction calculations were done in the same manner as for EV charging. See Section 4.c.3 for full details.

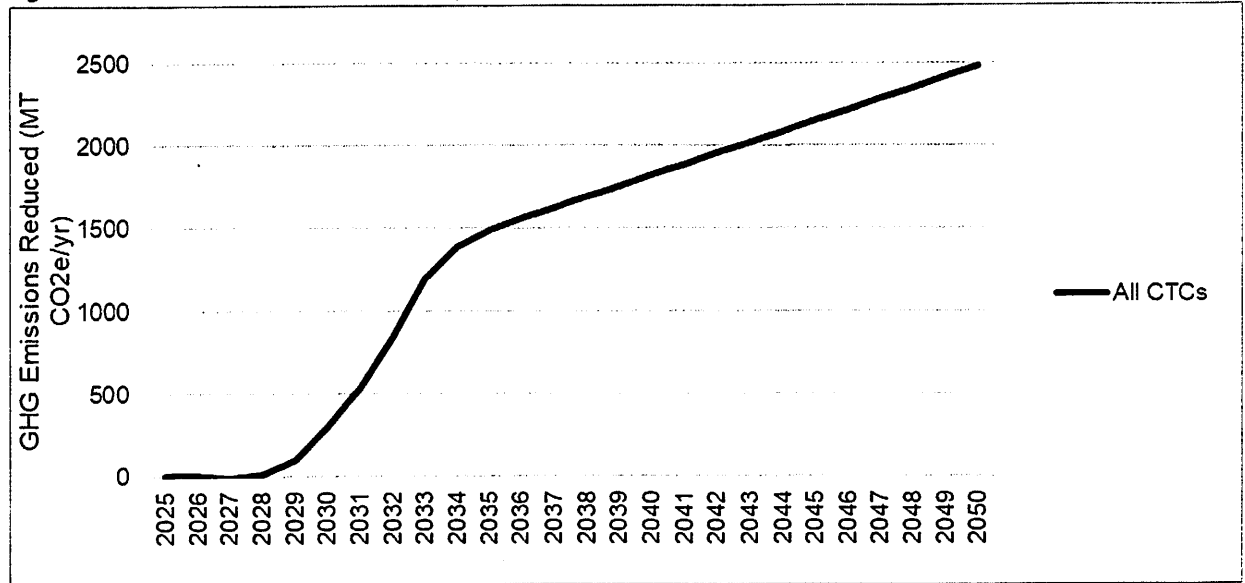
4.d.4 Reference Case Scenario:

For vehicle emissions, the reference case is the utilization of diesel MHD vehicles for the same number of VMTs.

4.d.5 GHG and CAP Emissions Reduced

Annual GHG emission reductions due to FCEV fueling are shown in Figure 9.

Figure 9. Annual Avoided GHG Emissions from FCEV Fueling



The implementation of the heavy-duty FCE truck charging is anticipated to reduce the following amounts of GHGs and CAPs:

Table 20. GHG Emission Reductions from FCEV Fueling

CTC	Total GHG Emission Reductions			CPRG Attributable GHG Reductions		
	Annual 2030 (MT CO ₂ e /yr.)	Cumulative 2025 – 2030 (MT CO ₂ e)	Cumulative 2025 – 2030 (MT CO ₂ e)	Annual 2030 (MT CO ₂ e /yr.)	Cumulative 2025 – 2030 (MT CO ₂ e)	Cumulative 2025 – 2030 (MT CO ₂ e)
Each CTC	299	97	36,076	292	95	35,177
Totals (FCEV Fueling Only)	2,397	777	289,395	2,337	758	282,210

Table 21. Co-Pollutant Emission Reductions from FCEV Fueling

Pollutant	Annual Reductions (tons/yr.)	2025-2030 Reductions (tons)	2025-2050 Reductions (tons)
CO (Carbon Monoxide)	9.10	9.07	687.18
NOx (Nitrogen Oxides)	15.19	15.13	1,146.85
PM ₁₀ (Particulate Matter, ≤ 10 microns)	0.14	0.14	10.64
PM _{2.5} (Particulate Matter, ≤ 2.5 microns)	0.13	0.13	9.75
VOC (Volatile Organic Compounds)	0.64	0.64	48.21
SOx (Sulfur Oxides)	0.06	0.06	4.29

4.e. ACTIVITY DATA AND IMPLEMENTATION TRACKING METRICS

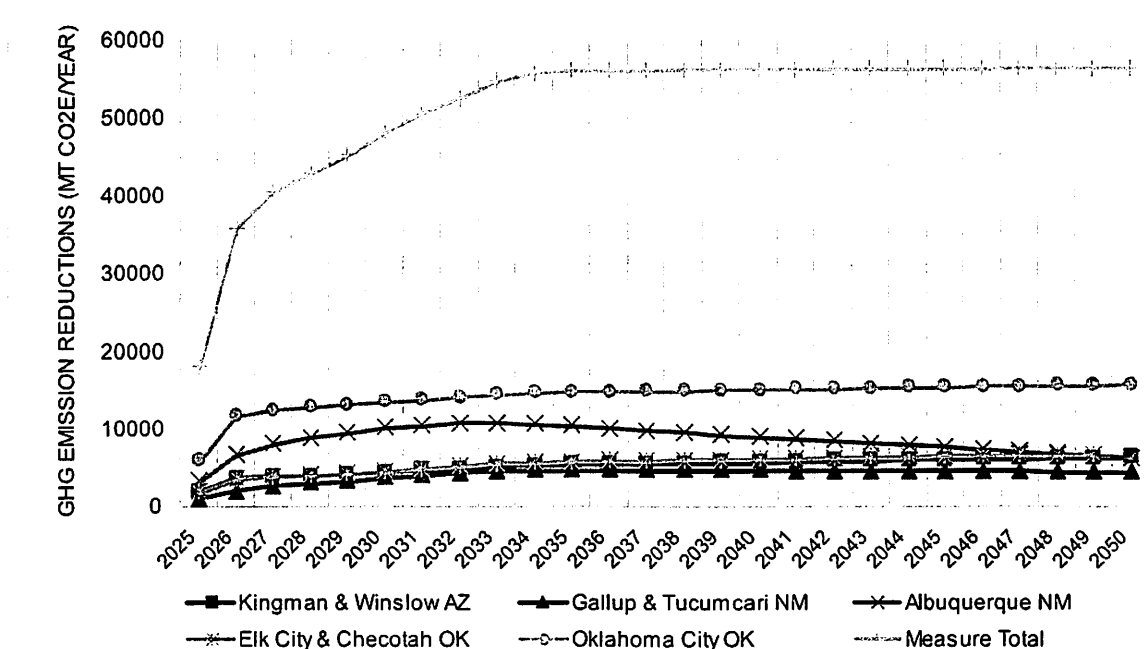
Measure specific activity data and implementation tracking metrics include:

- Number, type, class, and weight of vehicles fueled,
- Amount of electricity generated,
- Amount of electricity used for charging EVs, and
- Amount, source, and carbon intensity of H₂ delivered.

4.f. TOTAL GHG AND CAP EMISSIONS REDUCED

Total annual GHG emission reductions for each CTC and for the whole measure are shown in Figure 10 below:

Figure 10. Annual GHG Emissions Reduced at each CTC and total.



The implementation of this measure is anticipated to reduce the following amounts of GHGs, broken down by component:

Table 22. GHG Emission Reductions from Implementation, By Component.

Component	Total GHG Emission Reductions			CPRG Attributable GHG Reductions		
	Annual 2030 (MT CO ₂ e /yr.)	Cumulative 2025 – 2030 (MT CO ₂ e)	Cumulative 2025 – 2030 (MT CO ₂ e)	Annual 2030 (MT CO ₂ e /yr.)	Cumulative 2025 – 2030 (MT CO ₂ e)	Cumulative 2025 – 2030 (MT CO ₂ e)
Renewable Energy Production	36,720	161,829	800,661	29,772	131,207	649,162
MHD EV Charging	8,809	19,146	251,235	8,335	18,102	237,804
H2 Fueling	2,395	777	288,612	2,335	758	281,419
Totals	47,924	181,752	1,340,508	40,442	150,067	1,168,385

The implementation of the MHD EV charging is anticipated to reduce the following amounts of CAPs:

Table 23. Cumulative Tons of CAP Emission Reductions from Implementation.

Component	NOx (tons)		PM _{2.5} (tons)		SOx (tons)		VOC (tons)	
	2025 - 2030	2025- 2050	2025 - 2030	2025- 2050	2025 - 2030	2025- 2050	2025 - 2030	2025- 2050
Renewable Energy Production	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
MHD EV Charging	71.04	796.81	0.59	6.64	0.32	3.74	3.11	35.15
H2 Fueling	15.13	1,146.85	0.13	9.75	0.06	4.29	0.64	48.21
Totals	86.18	1,943.66	0.72	16.39	0.38	8.04	3.75	83.36

4.g. COBRA METHODOLOGY

EPA's CO-Benefits Risk Assessment Health Impacts Screening and Mapping Tool (COBRA) desktop version 4.1 was employed for the health benefits analysis of reduced exposure to PM derived from reductions in direct and precursor emissions resulting from Zero40. Precursors modeled include sulfur dioxide, nitrogen oxide, and volatile organic compounds. These pollutants contribute to ambient concentrations of fine PM (PM_{2.5}) – an air pollutant that has been linked to a variety of serious health effects, including asthma attacks, chronic bronchitis, hospital admissions, and premature mortality. COBRA estimates the health impacts from exposure to PM_{2.5} pollution.

COBRA was developed in 2002 to support assessments of the human health damages from air pollution and their associated monetized economic damages by Abt Associates, which for years has served as EPA's air quality benefits consultant. The model has been updated periodically, with version 4.1 reflecting base-year emissions and calibrations for 2016 and a projection inventory for 2023 and 2028. This analysis used the projection year 2028 baseline emissions and 2028 population and incidence projections. The emission control file was edited to reflect anticipated reductions in emissions in 2030 to estimate an annual health benefit.

4.h. US EPA'S PHASE 3 GHG EMISSIONS STANDARDS FOR HEAVY-DUTY VEHICLES

On March 29, 2024, EPA announced a final rule, "Greenhouse Gas Emissions Standards for Heavy-Duty Vehicles – Phase 3," that sets stronger standards to reduce GHG emissions from heavy-duty (HD) vehicles beginning in model year (MY) 2027. The new standards will be applicable to HD vocational vehicles (such as delivery trucks, refuse haulers, public utility trucks, transit, shuttle, school buses, etc.) and tractors (such as day cabs and sleeper cabs on tractor-trailer trucks).

Given the final rule's announcement date (Friday, March 29, 2024) and the CPRG Phase 2 application deadline date (Monday, April 1, 2024), the Coalition did not have time to evaluate the final rule's effects on this

proposal, or vice versa. Nonetheless, the Coalition believes Zero40 will foundationally support the efficacy of EPA's final rule by deploying infrastructure supporting (what the rule refers to as) "plug-in hybrid electric vehicles, battery electric vehicles, and H2 fuel cell vehicles."

5 ENDNOTES

- ¹ The Port of Los Angeles, a “sea port,” operates two heavy-duty H2 refueling stations; Galvin, Mike. “Port of Los Angeles Overview.” Port of Los Angeles, 2023.
- ² The Port of Long Beach, a “container port” immediately adjacent to the Port of Los Angeles, operates 26 heavy-duty electric truck DC fast charging ports with plans to add another 169 charging ports in the area; Port of Long Beach. “Port, Partners Power Ahead with Truck Charging Stations.” 2024.
- ³ In Barstow, CA, the Victor Valley Transit Authority (VVTa) received \$12 million to build a H2 fueling station and six DC fast charging stations for VVTa’s fleet and the public’s fueling needs. The H2 fueling station will support light, medium, and heavy duty-vehicles and has a storage capacity of 18,000-25,000 gallons; Federal Highway Administration, USDOT. “Charging and Fueling Infrastructure Discretionary Grants Program, FY 2022-FY 2023 Grant Selections.” Accessed March 14, 2024.
- ⁴ Texas Department of Transportation. “[Statewide Planning Map](#),” 2024.
- ⁵ The term “I-40 Tradeport Corridor” is trademarked (Status: pending; U.S. Serial Number: 98421781), and is owned by Bernalillo County, New Mexico. Commonly referred to as “TradePort” herein, it means, “Promoting economic development, efficiency in trade and logistics, coast-to-coast transportation and the development of renewable energy systems powering said transportation, for the benefit of the nation and the Albuquerque regional hub located in Bernalillo County, New Mexico.” U.S. Patent and Trademark Office. “[Trademark Status & Document Retrieval](#),” 2024.
- ⁶ US DOT. “(US DOT) Advances America’s Infrastructure with Expanded Regional Grants,” 2023.
- ⁷ Bernalillo County, Economic Development Department. “I-40 TradePort Corridor,” November 28, 2023.
- ⁸ US DOT. “[National Highway Freight Network Map - FHWA Freight Management and Operations](#),” 2024.
- ⁹ Joint Office of Energy and Transportation. “[National Zero-Emission Freight Corridor Strategy](#),” 2024.
- ¹⁰ Greenlane Infrastructure, LLC. “[Drive Greenlane | Commercial Vehicle Charging Network Solutions](#),” 2024.
- ¹¹ Ton-miles is the primary physical measure of freight transportation output. A ton-mile is defined by US DOT as one ton of freight shipped one mile and, therefore, reflects both the volume shipped (tons) and the distance shipped (miles). Ton-miles provides the best single measure of the physical volume of freight transportation services. This, in turn, reflects the overall level of activity in the economy.
- ¹² Oak Ridge National Laboratory, Center for Transportation Analysis. “[Freight Analysis Framework Data Tabulation Tool \(FAF4\)](#),” 2023.
- ¹³ US EPA. [EJ Screen, Version 2.2](#). Accessed March 27, 2024.
- ¹⁴ US Department of Labor, Bureau of Labor Statistics. [Quarterly Census of Employment and Wages](#). 2024.
- ¹⁵ US Census Bureau. [QuickFacts](#). 2024.
- ¹⁶ See endnote 10.
- ¹⁷ See endnote 8.
- ¹⁸ See endnote 10.
- ¹⁹ US Census Bureau. [2021 American Community Survey 5-Year Estimates. Table DP02: Selected Social Characteristics in the United States](#). Accessed March 27, 2024.
- ²⁰ These four US Census Blocks are 400917797001, 400917797002, 400917797003, and 400917797004.
- ²¹ See endnote 8.
- ²² As the lead applicant, NMED explores (non-)federal funding opportunities as primarily applicable to the State of New Mexico. Other Zero40 Coalition members have received similar funds as New Mexico.
- ²³ US DOT Build America Bureau. “[Regional Infrastructure Accelerators Program](#),” 2023.
- ²⁴ US DOT FHWA. “[Fact Sheet: Charging and Fueling Infrastructure Discretionary Grant Program](#),” 2024.
- ²⁵ US DOT FHWA. “[Fact Sheet: Carbon Reduction Program](#),” 2021.
- ²⁶ US DOT FHWA. “[Fact Sheet: Congestion Mitigation and Air Quality \(CMAQ\) Improvement Program](#),” 2022.
- ²⁷ US DOT FHWA. “[Fact Sheet: National Highway Freight Program \(NHFP\)](#),” 2022.
- ²⁸ US DOT FHWA. “[Fact Sheet: Tribal Transportation Program \(TTP\)](#),” 2022.
- ²⁹ US DOT FHWA. “[Fact Sheet: National Electric Vehicle Infrastructure Formula Program](#),” 2022.
- ³⁰ US DOT. “[The Mega Grant Program](#),” 2024.

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- ³¹ US DOE. "Smart Grid Grants," 2023.
- ³² US Internal Revenue Service. "Internal Revenue Code (IRC) 45W," 2024.
- ³³ US Internal Revenue Service. "Alternative Fuel Vehicle Refueling Property Credit," 26 US Code 30C, 30D, 38, and 6417 and Public Law 117-169. More details. 2024.
- ³⁴ US Internal Revenue Service. "Clean Energy Tax Incentives: Elective Pay Eligible Tax Credits," 2023.
- ³⁵ EPA. "Clean Ports Program," 2024.
- ³⁶ EPA. "Clean Heavy-Duty Vehicles Program," 2024.
- ³⁷ EPA. "Diesel Emissions Reduction Act (DERA) Funding," 2024.
- ³⁸ State of New Mexico, 56th Legislature. "House Bill 252: Adjust Income Tax Brackets," 2024.
- ³⁹ Atlas Public Policy. Electric Freight Dashboard, Atlas EV Hub, accessed March 6, 2024.
- ⁴⁰ See endnote 3.
- ⁴¹ US DOE, Office of Energy Efficiency & Renewable Energy. "The US National Blueprint for Transportation Decarbonization: A Joint Strategy to Transform Transportation," 2022.
- ⁴² US DOE. "US Secretary of Energy Advances America's Commitment to Reaching Net Zero Global Emissions and Combatting Climate Change at COP27," 2022.
- ⁴³ Roland Berger. "Forecasting a Realistic Electricity Infrastructure Buildout for Medium- & Heavy-Duty Battery Electric Vehicles," 2024.
- ⁴⁴ The additional jobs estimate is based on data from the Energy Information Administration's Commercial Building Energy Consumption Survey (CBECS) and the Manufacturing Energy Consumption Survey (MECS).
- ⁴⁵ <https://www.dws.state.nm.us/en-us/Researchers/Data/Employment-Projections>.
- ⁴⁶ For North American Industrial Classification System (NAICS) code 238 - Specialty Trade Contractors, there is 11.7% projected job growth in New Mexico versus 4.2% for the whole United States.
- ⁴⁷ Yale University, Program on Climate Change Communication. "Yale Climate Opinion Maps," 2023.
- ⁴⁸ Based upon estimates for the Construction sector from Table 3.3A. One job-year equals one full-time job for one year; Zero Carbon Consortium. "America's Zero Carbon Action Plan." Sustainable Development Solutions Network. 2020.
- ⁴⁹ One full-time for one year is assumed to equal one job, given the one-year average duration for the construction/installation phase for EV chargers and H2 fueling stations. For EV charging stations, the equipment procurement and installation phase can take "several weeks to a few months," whereas the construction period for hydrogen fueling stations that opened in 2016 ranged from "18 to 24 months." A one-year midpoint average between the two is assumed, such that job-year estimates are assumed to equal the number of jobs created.
- ⁵⁰ Average weekly wage in the Construction sector (North American Industrial Classification System or NAICS code 23) of \$1,210 versus \$1,085 for all private industry sectors; US Bureau of Labor Statistics. *Quarterly Census of Employment and Wages*. "Private, NAICS 6-Digit Industries, New Mexico 2023 Second Quarter, All Establishment Sizes."
- ⁵¹ Average weekly wage in the Construction sector (North American Industrial Classification System or NAICS code 23) of \$1,166 versus \$1,062 for all private industry sectors; US Bureau of Labor Statistics. *Quarterly Census of Employment and Wages*. "Private, NAICS 6-Digit Industries, Oklahoma 2023 Second Quarter, All Establishment Sizes."
- ⁵² Average weekly wage in the Construction sector (North American Industrial Classification System or NAICS code 23) of \$1,015 versus \$880 for all private industry sectors; US Bureau of Labor Statistics. *Quarterly Census of Employment and Wages*. "Private, NAICS 6-Digit Industries, Mohave County, AZ 2023 Second Quarter, All Establishment Sizes." Mohave County includes Kingman, AZ.
- ⁵³ Average weekly wage in the Construction sector (North American Industrial Classification System or NAICS code 23) of \$955 versus \$770 for all private industry sectors; US Bureau of Labor Statistics. *Quarterly Census of Employment and Wages*. "Private, NAICS 6-Digit Industries, Navajo County, AZ 2023 Second Quarter, All Establishment Sizes." Navajo County includes Winslow, AZ.
- ⁵⁴ US DOE. <https://www.energy.gov/eere/fuelcells/H2-and-fuel-cells-career-map>.
- ⁵⁵ US DOE. <https://www.energy.gov/eere/fuelcells/career-map-construction-worker>, <https://www.energy.gov/eere/fuelcells/career-map-electrical-engineer>, and

<https://www.energy.gov/eere/fuelcells/career-map-logistician>.

⁵⁶ US EPA. "Emission Factors for Greenhouse Gas Inventories", modified September 2023.

⁵⁷ US DOE EIA. "Table 8.1 Average Operating Heat Rate for Selected Energy Sources".

⁵⁸ US DOE EIA. "Electricity Data Browser".

⁵⁹ Note: no coal fired power plants in Oklahoma currently have closure dates.

⁶⁰ US DOE EIA. "Carbon Dioxide Emission Coefficients".

⁶¹ Ibid.

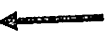
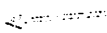
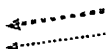
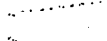
⁶² California Air Resources Board. "LCFS Pathway Certified Carbon Intensities".

⁶³ US DOE IEA "Breakthrough Agenda Report 2023: Hydrogen".

EXHIBIT B

[Operating Model & Flow of Funds]

Legend

-  Coalition Members and Subrecipients
-  Additional Subrecipients
-  Competitively-procured Contractors/Consultants
-  Potential Participant Support Costs (PSCs)
-  Assistance for Zero40 CTC Sites
-  Curricula and training services provided