



MEMBERS OF THE PUBLIC MAY ATTEND VIA ZOOM BY CLICKING ON THE FOLLOWING LINK:
<https://us06web.zoom.us/j/88081040175?pwd=ejJqdEo3Q21YVmtSOjVkaW0RWdiZz09> OR
BY CALLING 1-669-900-6833 (OR 1-346-248-7799) AND ENTERING MEETING ID NUMBER 880 8104 0175 FOLLOWED BY PASSCODE 738703.

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**

**SEPTEMBER 24, 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, September 24, 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. Presentation of Employee Service Awards
- B. Proclamation – Proclaiming September 15 – October 15, 2024 as Hispanic Heritage Month
- C. Presentation from Clear Creek Cowboys Association
- D. Quarterly Hospital Report Which May Include Update Regarding Little Colorado Medical Center Activities

7. STATUS REPORTS

- A. Verbal Status Report on Current City Activities by City Manager Which May Include Introduction of Finance Director and Projects Update
- B. Quarterly Report by Fire Chief Which May Include Highlights of 911 Calls

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 (Daniel Hendrix)
- B. Discussion and/or Action to Approve Minutes of the City Council Executive Session of August 13, 2024, City Council Special Meeting of September 10, 2024 and City Council Regular Meeting of September 10, 2024 (Suzy Wetzel)
- C. Discussion and/or Action to Approve Cooperative Purchasing Agreement Between City and Educational Furnishings of Arizona, LLC dba Arizona Furnishings, for New Library Furniture (David Coolidge)
- D. Discussion and/or Action to Approve Cooperative Purchasing Agreement Between City and Axon Enterprise, Inc. for Police Equipment and Software (David Coolidge)
- E. Discussion and/or Action to Approve Agreement Between the City and the Historic Route 66 Association of Arizona for Dedication of Public Land and Building of Route 66 Monument (David Coolidge)
- F. Discussion and/or Action Related to Foreclosure of Dangerous Building Abatement Lien Located at 104 West First Street (Trish Stuhan)
- G. Discussion and/or Action to Approve Resolution No. 1957 Authorizing Adoption of the 2024 Navajo County Hazard Mitigation Plan Update (David Coolidge)
- H. Discussion and/or Action to Approve Ordinance No. 1421 Regarding Code Changes Related to Business Licenses and Regulations, Peddlers, Canvassers, Solicitors and Transient Merchants and Mobile Food Vendors (David Coolidge/Trish Stuhan)

- I. Discussion and/or Action to Ratify Utility Easement Between City and Arizona Public Service Company for New Library Facility by Adoption of Ordinance No. 1422 (David Coolidge)

9. COUNCIL CONSIDERATION AND POSSIBLE ACTION

- A. Discussion and/or Action Regarding Request for Assistance for the Native American Pow Wow to be Held on June 28 & 29, 2025

10. MOTION TO ADJOURN TO EXECUTIVE SESSION

11. EXECUTIVE SESSION

- A. Under authority of A.R.S. § 38-431.03(A)(3), the City Council may hold an executive session for discussion or consultation for legal advice with the City Attorney regarding the City's Personnel Policies, Code and State & Federal requirements related to the management of the City's Personnel System and employees. The discussion will include legal advice regarding processes for managing employee performance, disciplinary issues, training and improvement plans

12. 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 IN HONOR OF HISPANIC HERITAGE MONTH

WHEREAS, Hispanic Heritage Month is a month-long celebration of Hispanic and Latino history and culture and is important because it provides an opportunity to celebrate the integral part the Hispanic/Latino community has had in growing and strengthening our democracy; and

WHEREAS, each year, National Hispanic Heritage Month is observed by celebrating the contributions that have been made to our country and community by Hispanic and Latino residents whose ancestors came from Spain, Mexico, the Caribbean, Central America and South America; and

WHEREAS, what began in 1968 as Hispanic Heritage Week under President Johnson was expanded by President Reagan in 1988 to cover a 30-day period starting on September 15th and ending on October 15th; and

WHEREAS, this year's theme, "*Pioneers of Change: Shaping the Future Together*" recognizes the significant achievements of the Hispanic community in the economic and political industries; and

WHEREAS, during National Hispanic Heritage Month, we reaffirm the City of Winslow's commitment to the values of dignity, inclusivity and respect for all, regardless of ethnic or national origin, gender, race, religion, sexual orientation, ability or immigration status.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council do hereby proclaim September 15 – October 15, 2024 as **Hispanic Heritage Month** and encourage citizens to inspire equity, create alliances and celebrate diversity throughout the City of Winslow.

DATED this 24th day of September, 2024.

Mayor

ITEM 6B

Welcome Mayor, Vice-Mayor, City Council Members, City Manager, and Citizens of Winslow.

This is the quarterly report of the City of Winslow Fire Department.

As Fire Chief, I am here to provide the highest-level of excellent service to our internal and external customers.

I have and will continue to do everything in my power to protect and support the men and women under my command. I am fully committed and will continue to be accountable to our community.

My personal and professional intent is to drive the mission of service and safety to the membership for the community that we serve. In working with the City Manager, I implemented a plan to elevate the department's level of services.

Winslow Fire Department is an "all hazards fire department" which means we are dispatched to the following types of calls:

Medical Emergency, Motor Vehicle Accidents, Hazmat Incidents, Water Rescue and Recovery, Structure Fire, Power Lines Down, and Public Lift Assist.

Community Risk Reduction (CRR) Division is a proactive approach aimed at preventing or mitigating the loss of life, property, and resources associated with life safety, fire, and other disasters within a community. The most effective risk-reduction is a combination of prevention and mitigation strategies to prevent community risks.

Winslow Fire Department Community Risk Reduction Division consists of the following: Public Education, Plan Review, Inspection of Fire Hydrants, and applying the 2018 Fire Code to inspections of new and existing buildings.

Highlights of 911 Calls.

Fire

Semi- Truck fire and Car Hauler Fire on I-40 Freeway. Winslow Fire Department, DPS and ADOT responded to both incidents. The crews handle the call by closing the freeway and fighting the fire on the I-40 with over 100-degree heat wearing full structure gear. The Officer in charge filed reports and submitted an invoice to EF Recovery to recoup funds for services provided.

Medical

Winslow Fire Department, Winslow Police Department, and Action Medical responded to several serious domestic violence 911 calls. These calls are the focus of this report due to our citizens and the crewmembers who responds to them. We are talking about behavioral health

CITY OF WINSLOW
Check Register
All Bank Accounts - 09/08/2024 to 09/14/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
ADVANCED INFO SYSTEMS	108954	16529	09/12/2024	09/12/2024	270.07	JULY 2024 UTILITY BILLS	03922.001.20.2039 - other prof service	
ADVANCED INFO SYSTEMS	108954	16529	09/12/2024	09/12/2024	270.07	JULY 2024 UTILITY BILLS	04921.001.20.2039 - other prof service	
ADVANCED INFO SYSTEMS	108954	16529	09/12/2024	09/12/2024	270.07	JULY 2024 UTILITY BILLS	05929.001.20.2039 - other prof service	
					\$810.21			
ADVANCED INFO SYSTEMS	108987	16553	09/12/2024	09/12/2024	269.83	AUGUST 2024 UTILITY BILLS	03922.001.20.2039 - other prof service	
ADVANCED INFO SYSTEMS	108987	16553	09/12/2024	09/12/2024	269.83	AUGUST 2024 UTILITY BILLS	04921.001.20.2039 - other prof service	
ADVANCED INFO SYSTEMS	108987	16553	09/12/2024	09/12/2024	269.84	AUGUST 2024 UTILITY BILLS	05929.001.20.2039 - other prof service	
					\$809.50			
					\$1,619.71			
ALLEN, KYLEE	108955	09092024	09/12/2024	09/12/2024	50.00	POOL PARTY DEPOSIT REFUND 09/08/24	0107040 - Deposits	
					\$50.00			
ARIZONA STATE RETIREMENT SY	ACH	PR090824-221	09/12/2024	09/12/2024	61.00	Arizona State Retirement Misc	0107065 - Payroll - AZ State Retirement	
ARIZONA STATE RETIREMENT SY	ACH	PR090824-221	09/12/2024	09/12/2024	574.28	Arizona State Retirement LTD	0107065 - Payroll - AZ State Retirement	
ARIZONA STATE RETIREMENT SY	ACH	PR090824-221	09/12/2024	09/12/2024	2,432.60	Arizona State Retirement OT	0107065 - Payroll - AZ State Retirement	
ARIZONA STATE RETIREMENT SY	ACH	PR090824-221	09/12/2024	09/12/2024	43,906.10	Arizona State Retirement	0107065 - Payroll - AZ State Retirement	
					\$46,973.98			
AZ DEPARTMENT OF REVENUE	ACH	PR090824-5765	09/12/2024	09/12/2024	7,088.02	State Income Tax	0107061 - Payroll - State Withholding	
					\$7,088.02			
AZ DEPT. OF ECONOMIC SECURI	ACH	PR090824-21	09/12/2024	09/12/2024	531.15	Child Support AZ1	0107025 - Payable - ChildSupport/Garn	
					\$531.15			
AZ STATE PRISON-WINSLOW	108956	WWINS082024	09/12/2024	09/12/2024	348.46	ASPC-WINSLOW INMATE LABOR MILEAGE 08/01	01825.032.20.2040 - Non professional	
AZ STATE PRISON-WINSLOW	108988	W015724240830	09/12/2024	09/12/2024	200.50	ASPC-WINSLOW INMATE LABOR 08/10/24 - 08/23	01825.001.20.2040 - non-professional	
					\$548.96			
BARTON ARCHITECTURE, PLLC	108957	20240506-01	09/12/2024	09/12/2024	63.00	PROFESSIONAL SERVICES - 04/17/24	04921.001.70.4100 - Capital - BLDGS/	
BARTON ARCHITECTURE, PLLC	108957	21-017-09	09/12/2024	09/12/2024	3,780.00	WINSLOW PUBLIC LIBRARY - CONSTRUCTION A	21855.001.80.4100 - Capital - buildings	
BARTON ARCHITECTURE, PLLC	108957	21-017-10	09/12/2024	09/12/2024	3,780.00	WINSLOW PUBLIC LIBRARY - CONSTRUCTION A	21855.001.80.4100 - Capital - buildings	
					\$7,623.00			
					\$7,623.00			
BORING, BELINDA	108958	74	09/12/2024	09/12/2024	200.00	CHIA PET ACTIVITY 08/09/24	21836.001.20.2039 - other professional	
					\$200.00			
CALIFORNIA STATE	ACH	PR090824-5766	09/12/2024	09/12/2024	526.30	Child Support CA1	0107025 - Payable - ChildSupport/Garn	
					\$526.30			
CASEY'S	108959	FACILITIES AUG	09/12/2024	09/12/2024	14.74	FACILITIES AUGUST 2024	07871.018.50.3299 - other supplies	
CASEY'S	108959	FACILITIES AUG	09/12/2024	09/12/2024	16.40	FACILITIES AUGUST 2024	01850.034.50.3299 - other supplies	
CASEY'S	108959	FACILITIES AUG	09/12/2024	09/12/2024	358.01	FACILITIES AUGUST 2024	01830.022.50.3299 - other supplies	
CASEY'S	108959	FACILITIES AUG	09/12/2024	09/12/2024	559.99	FACILITIES AUGUST 2024	01830.022.20.2041 - General Repairs	
CASEY'S	108959	PARKS AUGUST	09/12/2024	09/12/2024	14.30	PARKS AUGUST 2024	01825.040.50.3299 - other supplies	
CASEY'S	108959	PARKS AUGUST	09/12/2024	09/12/2024	194.70	PARKS AUGUST 2024	01825.001.50.3100 - small tools/minor	
CASEY'S	108959	PARKS AUGUST	09/12/2024	09/12/2024	252.59	PARKS AUGUST 2024	01825.001.20.2041 - General Repairs	
CASEY'S	108959	PARKS AUGUST	09/12/2024	09/12/2024	338.34	PARKS AUGUST 2024	01825.001.50.3299 - other supplies	
CASEY'S	108959	PARKS AUGUST	09/12/2024	09/12/2024	419.35	PARKS AUGUST 2024	01825.032.50.3299 - other supplies	
CASEY'S	108959	ROADSIDE AUG	09/12/2024	09/12/2024	453.94	ROADSIDE AUGUST 2024	07871.018.50.3299 - other supplies	
CASEY'S	108959	ROADSIDE AUG	09/12/2024	09/12/2024	529.41	ROADSIDE AUGUST 2024	07871.018.50.3100 - small tools/minor	
CASEY'S	108959	STREETS AUGU	09/12/2024	09/12/2024	259.26	STREETS AUGUST 2024	07871.055.50.3100 - small tools/minor	
CASEY'S	108959	STREETS AUGU	09/12/2024	09/12/2024	613.66	STREETS AUGUST 2024	07871.055.50.3299 - other supplies	
CASEY'S	108959	WATER AUGUST	09/12/2024	09/12/2024	67.69	WATER AUGUST 2024	03922.001.50.3100 - small tools/minor	

CITY OF WINSLOW
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CASEY'S	108959	WATER AUGUST	09/12/2024	09/12/2024	551.01	WATER AUGUST 2024	03922.001.50.3299 - other supplies	
CASEY'S	108959	WATER AUGUST	09/12/2024	09/12/2024	566.53	WATER AUGUST 2024	03922.001.20.2041 - General Repairs	
CASEY'S	108959	WW AUGUST 20	09/12/2024	09/12/2024	46.08	WW AUGUST 2024	05929.001.50.3299 - other supplies	
					<u>\$5,256.00</u>			
					\$5,256.00			
CHARLEY, SAMANTHA	108960	09092024	09/12/2024	09/12/2024	50.00	GSH DEPOSIT REFUND 09/10/24	0107040 - Deposits	
					<u>\$50.00</u>			
CHATWIN, REESE	108961	034215	09/12/2024	09/12/2024	186.00	WINDOW AND SCREEN CLEANING GSH	01830.022.20.2039 - other prof.service	
					<u>\$186.00</u>			
CHAVEZ, MATTHEW	108962	RFD 1001764.09	09/10/2024	09/12/2024	175.40	Deposit Refund: 1001764 - CHAVEZ, MATTHEW	0307040 - Utility Customer Deposits	
					<u>\$175.40</u>			
Checkr, Inc	EFT	1406189	09/09/2024	09/09/2024	59.72	Background checks	01811.001.20.2039 - other prof.service	
					<u>\$59.72</u>			
CINTAS	108963	4203917518	09/12/2024	09/12/2024	34.10	UNIFORMS - 09/03/24	07871.018.50.3084 - uniforms/related it	
CINTAS	108963	4203917518	09/12/2024	09/12/2024	35.08	UNIFORMS - 09/03/24	01830.022.50.3084 - uniforms & related	
CINTAS	108963	4203917518	09/12/2024	09/12/2024	78.80	UNIFORMS - 09/03/24	01825.001.50.3084 - uniforms & related	
CINTAS	108963	4203917518	09/12/2024	09/12/2024	93.24	UNIFORMS - 09/03/24	07871.055.50.3084 - uniforms/related it	
CINTAS	108963	420582513	09/12/2024	09/12/2024	34.10	UNIFORMS - 09/03/24	07871.018.50.3084 - uniforms/related it	
CINTAS	108963	420582513	09/12/2024	09/12/2024	35.08	UNIFORMS - 09/03/24	01830.022.50.3084 - uniforms & related	
CINTAS	108963	420582513	09/12/2024	09/12/2024	78.80	UNIFORMS - 09/03/24	01825.001.50.3084 - uniforms & related	
CINTAS	108963	420582513	09/12/2024	09/12/2024	93.24	UNIFORMS - 09/03/24	07871.055.50.3084 - uniforms/related it	
					<u>\$482.44</u>			
					\$482.44			
CITY OF WINSLOW	ACH	08312024	09/12/2024	09/12/2024	80.12	CITY WIDE WATER BILL - AUG 2024	21835.401.21.2050 - utilities	
CITY OF WINSLOW	ACH	08312024	09/12/2024	09/12/2024	138.08	CITY WIDE WATER BILL - AUG 2024	02900.001.21.2050 - utilities	
CITY OF WINSLOW	ACH	08312024	09/12/2024	09/12/2024	294.37	CITY WIDE WATER BILL - AUG 2024	05929.001.21.2050 - utilities	
CITY OF WINSLOW	ACH	08312024	09/12/2024	09/12/2024	1,605.55	CITY WIDE WATER BILL - AUG 2024	07871.055.21.2050 - utilities	
CITY OF WINSLOW	ACH	08312024	09/12/2024	09/12/2024	16,616.23	CITY WIDE WATER BILL - AUG 2024	01888.001.21.2050 - utilities	
					<u>\$18,734.35</u>			
					\$18,734.35			
CLEAR CHOICE HEADSETS & TEC	108964	0924033	09/12/2024	09/12/2024	2,007.00	12 HEADSETS	01850.034.50.3100 - small tools/minor	
					<u>\$2,007.00</u>			
DICK, ELLIOTT	108965	ATHOMPSON	09/12/2024	09/12/2024	100.00	REFUND ON TABLE & CHAIRS	0109022 - Cemetery Revenue	
					<u>\$100.00</u>			
GWR LLC	108966	AIRPORT AUGU	09/12/2024	09/12/2024	200.00	PORTABLE TOILETS - AIRPORT	02900.001.20.2039 - other prof service	
GWR LLC	108966	DOWNTOWN AU	09/12/2024	09/12/2024	400.00	PORTABLE TOILETS - DOWNTOWN	01888.001.20.2039 - other prof.service	
GWR LLC	108966	FARMERS MARK	09/12/2024	09/12/2024	1,000.00	PORTABLE TOILETS - FARMERS MARKET	21836.001.50.3299 - Operating Supplie	
GWR LLC	108966	ROUTE 66 AUGU	09/12/2024	09/12/2024	400.00	PORTABLE TOILETS - ROUTE 66	01888.001.20.2039 - other prof.service	
					<u>\$2,000.00</u>			
					\$2,000.00			
HENLING TECH CONSULTING	108967	126	09/12/2024	09/12/2024	2,000.00	CONTRACT WORK - AUG 2024	01888.044.20.2039 - other prof.service	
HENLING TECH CONSULTING	108967	128 08/27/24	09/12/2024	09/12/2024	8,652.28	IT SUPPLIES - 16 TB HD	21855.001.80.4100 - Capital - buildings	
					<u>\$10,652.28</u>			
					\$10,652.28			

CITY OF WINSLOW
Check Register
All Bank Accounts - 09/08/2024 to 09/14/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
INTERNAL REVENUE SERVICE	ACH	PR090824-5764	09/12/2024	09/12/2024	9,024.26	Medicare Tax	0107063 - Payroll - FICA	
INTERNAL REVENUE SERVICE	ACH	PR090824-5764	09/12/2024	09/12/2024	20,027.18	Federal Income Tax	0107060 - Payroll - Federal Withholding	
INTERNAL REVENUE SERVICE	ACH	PR090824-5764	09/12/2024	09/12/2024	33,494.80	Social Security Tax	0107063 - Payroll - FICA	
					<u>\$62,546.24</u>			
					\$62,546.24			
JAMES, RYKER	108990	08282024-RJ (3)	09/12/2024	09/12/2024	500.00	NEW HIRE IN-STATE MOVE BONUS	01850.034.01.1001 - salaries	
					<u>\$500.00</u>			
JAMON, JEF	108968	#2	09/12/2024	09/12/2024	200.00	MUSHROOM DEMO @ NATIONAL FARMERS MA	21836.001.20.2039 - other professional	
					<u>\$200.00</u>			
JENI MCCUTCHEON, PSY.D, PLLC	108969	3062	09/12/2024	09/12/2024	800.00	OFFICER EVALUATIONS - WARNEKE/CALLISON	01850.034.20.2039 - other prof.service	
					<u>\$800.00</u>			
LASHOMB, LAURIE	108970	09112024	09/12/2024	09/12/2024	322.61	REIMBURSEMENT FOR SUPERSTITUTION MAR	21836.001.50.3299 - Operating Supplie	
LASHOMB, LAURIE	108970	10234298299	09/12/2024	09/12/2024	245.64	REIMBURSEMENT FOR CONSCIOUS EATING DI	21836.001.25.2159 - training & seminar	
					<u>\$568.25</u>			
					\$568.25			
LITTLE COLORADO MEDICAL CEN	108971	07012024	09/12/2024	09/12/2024	500.00	CANCER WALK - ASSISTANCE 10/26/24	01801.001.29.2995 - special events	
					<u>\$500.00</u>			
MALOTT, POLLY	108972	090920224	09/12/2024	09/12/2024	50.00	POOL PARTY DEPOSIT REFUND 09/07/24	0107040 - Deposits	
					<u>\$50.00</u>			
MANYGOATS, GAIL	108973	09092024	09/12/2024	09/12/2024	100.00	GSH & POOL PARTY DEPOSIT REFUND 09/07/24	0107040 - Deposits	
					<u>\$100.00</u>			
NATIONWIDE ASRS 457	ACH	PR090824-6120	09/12/2024	09/12/2024	1,230.00	Nationwide ASRS 457	0107090 - Payroll - Deferred Comp	
					<u>\$1,230.00</u>			
NATIONWIDE ASRS ROTH	ACH	PR090824-6122	09/12/2024	09/12/2024	280.00	Nationwide ASRS Roth	0107090 - Payroll - Deferred Comp	
					<u>\$280.00</u>			
NATIONWIDE RETIREMENT SOLU	ACH	PR090824-6126	09/12/2024	09/12/2024	1,240.04	PSPRS FD T3 DCH	0107068 - Payroll - PSPRS Fire	
NATIONWIDE RETIREMENT SOLU	ACH	PR090824-6126	09/12/2024	09/12/2024	1,295.36	PSPRS FD T2 DCH	0107068 - Payroll - PSPRS Fire	
					<u>\$2,535.40</u>			
NATIONWIDE WINSLOW 457	ACH	PR090824-6121	09/12/2024	09/12/2024	1,644.00	Nationwide Winslow 457	0107090 - Payroll - Deferred Comp	
					<u>\$1,644.00</u>			
NATIONWIDE WINSLOW ROTH	ACH	PR090824-6123	09/12/2024	09/12/2024	185.00	Nationwide Winslow Roth	0107090 - Payroll - Deferred Comp	
					<u>\$185.00</u>			
PARSONS, LAURA	108974	07262024	09/12/2024	09/12/2024	1,000.00	ASSISTANCE WITH INKFEST 10/12/24	01801.001.29.2995 - special events	
					<u>\$1,000.00</u>			
PELORUS METHODS, INC.	108975	241001	09/12/2024	09/12/2024	650.00	QUARTERLY SOFTWARE & SUPPORT	03922.001.23.2082 - Annual Support/W	
PELORUS METHODS, INC.	108975	241001	09/12/2024	09/12/2024	650.00	QUARTERLY SOFTWARE & SUPPORT	05929.001.23.2082 - Annual Support/W	
PELORUS METHODS, INC.	108975	241001	09/12/2024	09/12/2024	1,300.00	QUARTERLY SOFTWARE & SUPPORT	01810.020.23.2082 - Annual Support/W	
					<u>\$2,600.00</u>			
					\$2,600.00			
PUBLIC SAFETY PERSONNEL	ACH	PR090824-139	09/12/2024	09/12/2024	1,554.98	PSPRS PD ACR	0107067 - Payroll - PSPRS Police	
					<u>\$1,554.98</u>			

CITY OF WINSLOW
Check Register
All Bank Accounts - 09/08/2024 to 09/14/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
PUBLIC SAFETY RETIREMENT	ACH	PR090824-6113	09/12/2024	09/12/2024	296.20	PSPRS FD ACR	0107068 - Payroll - PSPRS Fire	
PUBLIC SAFETY RETIREMENT	ACH	PR090824-6113	09/12/2024	09/12/2024	1,651.59	PSPRS FD T2 DB	0107068 - Payroll - PSPRS Fire	
PUBLIC SAFETY RETIREMENT	ACH	PR090824-6113	09/12/2024	09/12/2024	3,674.66	PSPRS FD T3 DB	0107068 - Payroll - PSPRS Fire	
PUBLIC SAFETY RETIREMENT	ACH	PR090824-6113	09/12/2024	09/12/2024	7,536.59	PSPRS PD T2 DB	0107067 - Payroll - PSPRS Police	
PUBLIC SAFETY RETIREMENT	ACH	PR090824-6113	09/12/2024	09/12/2024	14,337.80	PSPRS PD T1 DB	0107067 - Payroll - PSPRS Police	
PUBLIC SAFETY RETIREMENT	ACH	PR090824-6113	09/12/2024	09/12/2024	18,588.48	PRPRS PD T3 DB	0107067 - Payroll - PSPRS Police	
					\$46,085.32			
PUBLIC SAFETY RETIREMENT	EFT	PPE 9.8.24	09/11/2024	09/11/2024	-480.88	PSPRS FD Credit	01860.001.02.1103 - public safety retire	
					\$45,604.44			
ROBERTSON, SHANE	108976	09092024	09/12/2024	09/12/2024	50.00	GSH DEPOSIT REFUND 09/06/24	0107040 - Deposits	
					\$50.00			
Rush Mechanical, LLC	108977	338	09/12/2024	09/12/2024	271.20	NEW CITY HALL SUPPLY REGISTER AND EXHAU	13001.001.80.4104 - Capital - General	
					\$271.20			
SCOTT ANIMAL HOSPITAL	108978	78335	09/12/2024	09/12/2024	4,305.60	WACF VETERINARY SERVICES AUGUST 2024	01850.125.20.2039 - other prof.service	
					\$4,305.60			
SECURITY BENEFIT	ACH	PR090824-5768	09/12/2024	09/12/2024	95.00	Security Benefit 457	0107090 - Payroll - Deferred Comp	
					\$95.00			
THE BANK OF NEW YORK MELLO	EFT	9.10.24	09/09/2024	09/09/2024	15,920.84	WWTR Bond Obligation	05929.001.26.2201 - WWTP BOND IN	
THE BANK OF NEW YORK MELLO	EFT	9.10.24	09/09/2024	09/09/2024	19,583.34	WWTR Bond Obligation	05929.001.26.2200 - WWT BOND PRI	
					\$35,504.18			
					\$35,504.18			
USPS	108979	08052024	09/12/2024	09/12/2024	500.00	POSTAGE - AUGUST 2024	03922.001.50.3005 - postage	
USPS	108979	08052024	09/12/2024	09/12/2024	500.00	POSTAGE - AUGUST 2024	04921.001.50.3005 - postage	
USPS	108979	08052024	09/12/2024	09/12/2024	500.00	POSTAGE - AUGUST 2024	05929.001.50.3005 - postage	
					\$1,500.00			
USPS	108989	09042024	09/12/2024	09/12/2024	500.00	POSTAGE - SEPT 2024	03922.001.50.3005 - postage	
USPS	108989	09042024	09/12/2024	09/12/2024	500.00	POSTAGE - SEPT 2024	04921.001.50.3005 - postage	
USPS	108989	09042024	09/12/2024	09/12/2024	500.00	POSTAGE - SEPT 2024	05929.001.50.3005 - postage	
					\$1,500.00			
					\$3,000.00			
WCD ENTERPRISES LLC	108980	428819	09/12/2024	09/12/2024	152.50	JANITORIAL SERVICES - AUGUST 2024	03922.001.20.2039 - other prof service	
WCD ENTERPRISES LLC	108980	428819	09/12/2024	09/12/2024	152.50	JANITORIAL SERVICES - AUGUST 2024	05929.001.20.2039 - other prof service	
WCD ENTERPRISES LLC	108980	428819	09/12/2024	09/12/2024	4,080.00	JANITORIAL SERVICES - AUGUST 2024	01888.001.20.2039 - other prof.service	
					\$4,385.00			
					\$4,385.00			
WEX BANK	ACH	99369665	09/11/2024	09/11/2024	50.77	FLT/FUEL AUG.2024	04921.001.50.3062 - fuel/oil	
WEX BANK	ACH	99369665	09/11/2024	09/11/2024	189.61	FLT/FUEL AUG.2024	01835.060.50.3062 - fuel/oil	
WEX BANK	ACH	99369665	09/11/2024	09/11/2024	198.09	FLT/FUEL AUG.2024	01888.001.50.3062 - fuel / oil	
WEX BANK	ACH	99369665	09/11/2024	09/11/2024	265.00	FLT/FUEL AUG.2024	08818.001.50.3062 - fuel/oil	
WEX BANK	ACH	99369665	09/11/2024	09/11/2024	290.08	FLT/FUEL AUG.2024	21835.401.50.3062 - fuel/oil	
WEX BANK	ACH	99369665	09/11/2024	09/11/2024	501.50	FLT/FUEL AUG.2024	01830.022.50.3062 - fuel/oil	
WEX BANK	ACH	99369665	09/11/2024	09/11/2024	516.82	FLT/FUEL AUG.2024	01850.063.50.3062 - fuel/oil	
WEX BANK	ACH	99369665	09/11/2024	09/11/2024	590.44	FLT/FUEL AUG.2024	01850.125.50.3062 - fuel/oil	
WEX BANK	ACH	99369665	09/11/2024	09/11/2024	829.28	FLT/FUEL AUG.2024	01825.032.50.3062 - fuel/oil	
WEX BANK	ACH	99369665	09/11/2024	09/11/2024	886.55	FLT/FUEL AUG.2024	07871.018.50.3062 - fuel/oil	

CITY OF WINSLOW
Check Register
All Bank Accounts - 09/08/2024 to 09/14/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
WEX BANK	ACH	99369665	09/11/2024	09/11/2024	891.96	FLT/FUEL AUG.2024	05929.001.50.3062 - fuel/oil	
WEX BANK	ACH	99369665	09/11/2024	09/11/2024	1,233.37	FLT/FUEL AUG.2024	03922.001.50.3062 - fuel/oil	
WEX BANK	ACH	99369665	09/11/2024	09/11/2024	1,235.49	FLT/FUEL AUG.2024	12940.065.50.3062 - fuel/oil	
WEX BANK	ACH	99369665	09/11/2024	09/11/2024	1,400.03	FLT/FUEL AUG.2024	01860.001.50.3062 - fuel/oil	
WEX BANK	ACH	99369665	09/11/2024	09/11/2024	1,715.91	FLT/FUEL AUG.2024	01825.001.50.3062 - fuel/oil	
WEX BANK	ACH	99369665	09/11/2024	09/11/2024	1,848.29	FLT/FUEL AUG.2024	07871.055.50.3062 - fuel/oil	
WEX BANK	ACH	99369665	09/11/2024	09/11/2024	6,860.15	FLT/FUEL AUG.2024	01850.034.50.3062 - fuel/oil	
					<u>\$19,503.34</u>			
					\$19,503.34			
WILD WEST EXPRESS LLC	108981	624998	09/12/2024	09/12/2024	475.00	LANDSCAPE GRANITE FOR EAGLE PAVILLION	07871.018.50.3299 - other supplies	
WILD WEST EXPRESS LLC	108981	624999	09/12/2024	09/12/2024	250.00	METAL HAULING - MAR.2024	04921.001.20.2039 - other prof service	
WILD WEST EXPRESS LLC	108981	625000	09/12/2024	09/12/2024	125.00	METAL HAULING - APR.2024	04921.001.20.2039 - other prof service	
					<u>\$850.00</u>			
					\$850.00			
WILLDAN	108982	002-32215	09/12/2024	09/12/2024	2,167.50	LOVES TRAVEL CENTER 1ST REVIEW	01835.060.20.2039 - other prof.service	
					<u>\$2,167.50</u>			
WINSLOW ARTS COUNCIL	108983	01234	09/12/2024	09/12/2024	250.00	FACE PAINTING/NATIONAL FARMERS MARKET	21836.001.20.2039 - other professional	
					<u>\$250.00</u>			
WINSLOW CHAMBER OF COMME	108984	AUGUST CST	09/12/2024	09/12/2024	17,292.55	BED TAX AUG 2024	0107206 - Bed Tax Payable	
					<u>\$17,292.55</u>			
WINSLOW COUNCIL ON AGING	108985	FY25-1ST QTR	09/12/2024	09/12/2024	10,000.00	1ST QTR SUBSIDY FY25 BUDGET	01888.099.69.3903 - Winslow Council	
WINSLOW COUNCIL ON AGING	108985	FY25-2ND QTR	09/12/2024	09/12/2024	10,000.00	2ND QTR SUBSIDY FY25 BUDGET	01888.099.69.3903 - Winslow Council	
					<u>\$20,000.00</u>			
					\$20,000.00			
WINSLOW HISTORICAL SOCIETY	108986	FY25-1ST QTR	09/12/2024	09/12/2024	8,750.00	1ST QTR SUBSIDY FY25 BUDGET	01888.099.69.3904 - Old Trails Museu	
WINSLOW HISTORICAL SOCIETY	108986	FY25-2ND QTR	09/12/2024	09/12/2024	8,750.00	2ND QTR SUBSIDY FY25 BUDGET	01888.099.69.3904 - Old Trails Museu	
					<u>\$17,500.00</u>			
					\$17,500.00			
Xpress Bill Pay	EFT	INV-XPR014875	09/09/2024	09/09/2024	533.52	XPress Monthly Support	03922.001.20.2039 - other prof service	
Xpress Bill Pay	EFT	INV-XPR014875	09/09/2024	09/09/2024	533.52	XPress Monthly Support	04921.001.20.2039 - other prof service	
Xpress Bill Pay	EFT	INV-XPR014875	09/09/2024	09/09/2024	533.53	XPress Monthly Support	05929.001.20.2039 - other prof service	
					<u>\$1,600.57</u>			
					\$1,600.57			
					<u>\$353,537.56</u>			

Minutes of the special meeting of the Winslow City Council held on September 10, 2024 at 5:00 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 Tafoya

MEMBERS ABSENT:

Councilmember Nelson

STAFF:

David Coolidge City Manager, Trish Stuhan City Attorney, Suzy Wetzel City Clerk, Jack Fitchett Economic Development Director

Mayor Cano called the meeting to order. The Pledge was given and the Invocation was offered by Richard Leonard. Roll call was taken and Councilmember Nelson was absent. Motion: Moved by Mayor Cano, seconded by Councilmember McKee, to excuse the absent member. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee and Tafoya voting yes.

COUNCIL CONSIDERATION AND POSSIBLE ACTION

- A. **Public Hearing Regarding a Request from a Property Owner to Rezone Approximately 15 acres of Real Property Generally Located on the East Side of Colorado Avenue at the Gilmore and Mahoney Street Alignments, from R1-7 Single Family Residential (7,000) Zoning District to PAD Planned Area Development District in Accordance with Chapter 17.50 of the Winslow City Code, and to Approve a Preliminary PAD Plan of Development for the Property **NOTE: THE APPLICANT HAS REQUESTED A CONTINUANCE AND THIS ITEM MAY BE TABLED BY COUNCIL FOR DISCUSSION, PUBLIC HEARING AND POSSIBLE ACTION AT A FUTURE COUNCIL MEETING****

After Mayor Cano read the property owner's email to the City Manager requesting that his PAD application be tabled indefinitely until he can thoroughly consider the input from the community regarding the project, the City Attorney explained that the Council can make a motion to table the item wherein it is not necessary to open a public hearing or take action on the next agenda item. The City Attorney

further explained that if the applicant comes back to the city to proceed, the items would then be scheduled for a future meeting.

Mayor Cano addressed members of the audience who were in attendance to provide input regarding this item and stated that staff is working with the developer to address concerns that have been raised related to the project. Mayor Cano also discussed comments that have been provided to the Council, both against and in favor of the project, regarding the impact that the project would have on surrounding neighborhoods.

Motion: Moved by Mayor Cano, seconded by Councilmember Cake, to table Item A & B. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee and Tafoya voting yes. Prior to voting on the motion, the City Attorney responded to a question from Carol Hairrell regarding the process if the applicant decides to proceed with the project.

- B. Discussion and/or Action Regarding Approval of Resolution No. 1952 Approving a Preliminary PAD Plan for Approximately 15 acres of Real Property Generally Located on the East Side of Colorado Avenue at the Gilmore and Mahoney Street Alignments, from R1-7 Single Family Residential (7,000) Zoning District to PAD Planned Area Development District, and Requiring a Final PAD Plan be Submitted Within Two Years to Allow for Rezoning by Ordinance**

****See motion under Item A****

MOTION TO ADJOURN TO EXECUTIVE SESSION

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

EXECUTIVE SESSION

- A. An executive session pursuant to A.R.S. § 38-431.03(A)(3), (4) & (6) for discussion or consultation for legal advice with the attorney or attorneys of the public body for legal advice; to consider its position and instruct its attorneys regarding contemplated litigation or settlement discussions conducted in order to avoid or resolve litigation; or negotiations with members of a tribal council for discussion and direction to counsel regarding the Little Colorado River (LCR)**

Adjudication (Apache County Superior Court – *In Re: The General Adjudication of All Rights to Use Water in the Little Colorado River System and Source (CV 6417, CV 6417-200, CV 6417-201, CV 6417-202, CV 6417-300, CV 6417-400)*, involvement with the LCR Coalition and any other legal issues regarding the City's water supply

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

DISCUSSION OR POSSIBLE ACTION TO APPROVE THE NORTHEASTERN ARIZONA INDIAN WATER RIGHTS SETTLEMENT AGREEMENT

After returning from executive session, Councilmember Tafoya made a motion to approve the Northeastern Arizona Indian Water Rights Settlement Agreement and authorize the mayor, clerk and attorney to execute the agreement, such execution to be effective and dated upon satisfaction of the following conditions:

1. Brown & Brown Law Offices is satisfied that issues related to participation by the United States and the Tribes in the Little Colorado River Adjudication have been resolved.
2. Brown & Brown Law Offices is satisfied that any amendments to the Agreement are acceptable.
3. The Exhibits to the Agreement, including the LCR Judgment and Decree, are acceptable to Brown & Brown Law Offices.
4. Brown & Brown Law Offices is satisfied that the Congressional Legislation implementing the Agreement is acceptable.
5. The city strong supports passage of the Northeastern Arizona Indian Water Rights Settlement Agreement by Congress without any funding for non-tribal entities.

The motion was seconded by Mayor Cano and passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee and Tafoya voting yes.

ADJOURNMENT

Motion: Moved by Councilmember Cake, seconded by Councilmember Tafoya, to adjourn at 6:20 p.m. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee 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 special meeting of the Winslow City Council held on September 10, 2024 at 5:00 P.M. I further certify that the meeting was duly called and that a quorum was present.

Dated this 24th day of *September*, 2024.

Suzy Wetzel
City Clerk

Minutes of the regular meeting of the Winslow City Council held on September 10, 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 Tafoya

MEMBERS ABSENT:

Councilmember Nelson

STAFF:

David Coolidge City Manager, Trish Stuhan City Attorney, Suzy Wetzel City Clerk, Franklin Caldwell Police Chief, Michael Duran Fire Chief, Jack Fitchett Economic Development Director, Jason Sanks Planning & Zoning Hearing Officer

Mayor Cano called the meeting to order. The Pledge was given and the Invocation was offered by Councilmember MacLean. Roll call was taken and Councilmember Nelson was absent. Motion: Moved by Mayor Cano, seconded by Councilmember McKee, to excuse the absent member. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee and Tafoya voting yes.

CALL TO THE PUBLIC

Ann Schmidt commented on Ordinance No. 1420 related to code revisions for planned area development approval procedures that is on the agenda and asked to Council to not approve the proposed amendments.

Heather Pruettt discussed the notification process for city meetings, specifically those related to the recent PAD discussions, and thanked Councilmember MacLean for attending Alice's Place recent fundraiser event.

Julia Sells stated that it is difficult for the audience to see presentations on the screen during meetings and requested that either additional screens or handouts be provided. Ms. Sells also commented on the Atlas PAD item that was discussed during the recent zoning hearing.

Councilwoman McKee, who works as a Program Manager at Navajo County Public Health, discussed the county's Safety Town Program that was brought to Winslow schools and thanked Fire Chief Duran and his staff for supporting and participating in the event.

Mayor Cano requested that staff reach out to Julia Sells to respond to her questions and comments related to the Atlas project.

Councilmember MacLean referred to a comment made by Ann Schmidt regarding the Planning & Zoning Commission and clarified why the commission was dissolved. Councilmember MacLean also commented on the fact that only five applications have been received since staff began soliciting interest from citizens who would be interested in serving on the commission.

MAYOR AND COUNCILMEMBERS REPORTS

A. Current Events and Announcements

Councilmember Crisp provided information from the Good Food Forum & Expo and the League of Arizona Cities Conference that she recently attended.

Councilmember McKee, who also attended the League Conference, commented on the networking opportunities that it provides. Councilmember McKee also stated that she intends to be available to the public on Fridays at the new city hall facility in the near future.

Councilmember MacLean announced details of the 9/11 Remembrance Ceremony and the Friends of the Library Book Sale on September 19th – 22nd. Councilmember MacLean also announced that the fun is back at high school football games. Councilmember McKee encouraged citizens to attend the high school soccer games.

After announcing the upcoming annual events including the Standin' on the Corner Festival, the Just Cruis'n Car Show and Inkfest, Mayor Cano discussed the new Little Colorado Route 66 Coalition, who recently held their first meeting in Winslow. Mayor Cano also stated that she is working on both an Indigenous People Day event to be held on October 14th at the theater and a mega corn hole event on October 19th at Eagle Pavilion.

Councilmember MacLean announced that Disco Night will be held on September 21st at the Route 66 Plaza.

B. Future Agenda Items

Councilmember McKee requested that Clear Creek/McHood Park be included on a future agenda to discuss ideas from citizens who have used the park over the summer. Councilmember Cake stated that he would like for the discussion to include park fees.

Councilmember MacLean referred to comments made under Call to the Public and requested that if an agenda item is needed for additional presentation screens, that it be included on a future agenda or that funds be budgeted to purchase them.

SCHEDULED PRESENTATIONS

A. Quarterly Northland Pioneer College (NPC) Report Which May Include Campus Activities and Status of Search for New President

After introducing the new NPC Friends & Family Development Coordinator, Betsyann Wilson, Executive Director, provided information regarding the following items:

- Update regarding the Five-Year Strategic Plan
- Pedal the Petrified event on September 21st
- Scholarships for the 2025 Spring semester and application portal on the website
- Details of programs being offered at NPC
- Eagle Fest event at the Winslow campus on October 25th
- Update on search for new president

At the conclusion of her report, Ms. Wilson responded to a question from Councilmember Crisp regarding NPC scholarships.

STATUS REPORTS

A. Verbal Status Report on Current City Activities by City Manager Which May Include Projects Update

The City Manager provided detailed updates regarding the following projects:

- Little Colorado River Levee at Winslow
- Twin Arrows Monument
- Water Tank Replacement
- Winslow Public Library
- Basketball & Pickleball Courts
- CDBG All Inclusive Playground

The City Manager also discussed upcoming projects including 9/11 Memorial Garden improvement and improvements to three city parks.

Mayor Cano requested that staff make sure that the hoops at the basketball court are placed at regulation height when they are reinstalled.

B. Zoning Hearing Officer Status Report Regarding Conditional Use Permit Review for May - August 2024

The Planning & Zoning Hearing Officer provided a report covering the following CUPs for June - August 2024:

1. 2105 West Third – follow up on painting of storage containers
2. 600 West Third Street – Single family home for arbor over 6' tall in front yard
3. 107 East Gilmore – Single family home for keeping of chickens
4. 2600 Scenic View Drive – Single family home for storage container
5. 2124 Desert View Drive – Single family home for home child care facility

The Planning & Zoning Hearing Officer concluded his report by stating that all four CUPs approved in this quarter last year are in compliance and no complaints have been received.

Councilmember MacLean thanked the Planning & Zoning Hearing Officer for his written report that includes detailed photos.

CONSENT CALENDAR

Councilmember McKee requested that Item G be pulled for discussion and Mayor Cano requested that Item H be pulled for discussion. Motion: Moved by Councilmember Cake, seconded by Councilmember Tafoya, to approve the Consent Calendar minus Items G & H. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee 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 Special Meeting of August 13, 2024 and City Council Regular Meeting of August 13, 2024**
- C. Discussion and/or Action to Approve Liquor License Application Series #12 (Restaurant) for Winslow Fry Bread Located at 122 East Second Street**

- D. Discussion and/or Action to Approve Cooperative Purchasing Agreement with J.C. Cullen, Inc. dba Niles Radio Communications for Purchase of Equipment for Improvements to the Current Fire Department Radio System**
- E. Discussion and/or Action to Approve Resolution No. 1956 Adopting the Amended Federal Transportation Administration and the Arizona Department of Transportation Title VI Plan for the City of Winslow**
- F. Discussion and/or Action to Approve Ordinance No. 1418 Regarding Code Changes Related to Chickens and Keeping of Fowl Within the City**
- G. Discussion and/or Action to Approve Ordinance No. 1419 Regarding Recreational Vehicle Code Changes 2024 Related to Parking and Storage of Travel Trailer, other Trailer, Motor Home, Watercraft and/or Recreational Vehicles**

The City Attorney provided background information from previous Council discussions related to code provisions that needed to be cleaned up pertaining to trailers blocking public right-of-ways or sitting in one location for an extended period of time. The City Attorney referred to the draft language included in the ordinance and explained that new rules have been added to address various concerns that were discussed.

After discussion regarding Section B.7, the Council agreed that the language should read “no more than five (5) travel trailers...” instead of two (2) as shown on the proposed amendment.

There was a lengthy discussion regarding Section B.2 that states vehicles shall be parked only in a side or rear yard of any one lot wherein the City Attorney advised the Council that this is standard language used by other municipalities but it can be taken out or changed if it doesn't work for Winslow. The City Attorney further advised that the Council should think about the concerns that the city is trying to address when considering how the code should read.

Throughout the discussion, the City Attorney and City Manager responded to questions and comments from the Council. The City Attorney discussed proposed language that could be considered including using paved or improved surface instead of side or rear yard. The City Manager also provided information regarding the definition of a side yard.

Councilmember McKee expressed concerns regarding Section B.1 that states that the vehicle shall not be parked on a vacant lot. The City Attorney stated that language referencing a vacant lot can be deleted with public right of way or easement remaining. The Council was in agreement with this change. The Planning & Zoning Hearing Officer also commented on language in the Zoning Code that would address parking a recreational vehicle on a vacant lot.

At the request of Councilmember McKee, the Fire Chief provided information regarding Section B.6 relating to the vehicle being parked in a manner with the fire code.

The City Attorney suggested that this item be tabled since there is not a consensus on Section B.2 so that she and the City Manager can research options and bring it back with language that will address the issues that were discussed.

Motion: Moved by Councilmember MacLean, seconded by Councilmember McKee, to table Item G on the Consent Calendar. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee and Tafoya voting yes.

H. Discussion and/or Action to Approve Ordinance No. 1420 Amending Section 17.50.050 – Planned Area Development Approval Procedures, Subsection B – Preliminary Pad Plan Review and Approval, of the Municipal Code, Related to the Process for Adoption of Preliminary and Final Planned Area Development

Mayor Cano stated that she pulled this item due to comments made during Call to the Public. The Planning & Zoning Hearing Officer explained the code amendment that will modify procedures related to planned area developments in detail. The City Attorney also discussed the amendment and confirmed that there will still be two opportunities to hear from the public.

The Planning & Zoning Hearing Officer commented on the proposed procedure to adopt the preliminary planned area development by ordinance when there is a development agreement attached to it which would assist the developer with financing their project.

At the request of Mayor Cano, the Planning & Zoning Hearing Officer confirmed that there will be two opportunities for citizens to voice their concerns. The City Attorney also discussed the statute requirements regarding development agreements and stated that a public hearing is not required. The City Attorney clarified, however, that it is the

precedence of the Council to allow public comments during agenda items.

Motion: Moved by Councilmember Crisp, seconded by Mayor Cano, to approve Item H – Ordinance No. 1420 amending Section 17.50.050 – Planned Area Development Approval Procedures, Subsection B – Preliminary Pad Plan Review and Approval, of the Municipal Code, related to the process for adoption of Preliminary and Final Planned Area Development. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee and Tafoya voting yes.

COUNCIL CONSIDERATION AND POSSIBLE ACTION

A. Discussion and/or Action Regarding Request for Assistance for Annual Inkfest Event

Laura Parsons provided information regarding the event scheduled for October 12th & 13th and there was discussion regarding this request and the amount budgeted for special events.

Motion: Moved by Councilmember McKee, seconded by Mayor Cano, to donate \$1,000 to Inkfest. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee and Tafoya voting yes. Councilmember McKee thanked Ms. Parsons for continuing this event and commented on the fact that it is a family oriented and safe event for all ages.

B. Discussion and/or Action Regarding Request for Assistance from Little Colorado Medical Center for their Annual 5K Cancer Walk

Ashley Wilkie, Outpatient Services Director at LCMC, provided information regarding the Annual 5K Cancer Walk that will take place on October 26th and stated that any sponsor who donates more than \$200 will have their logo included on the back of the event shirt.

Petra Valez spoke regarding her personal experience with cancer and explained the mission of the Winslow Cancer Support Group. Ms. Valez also stated that funds raised from this event will be donated to the Winslow Cancer Support Group.

After Ms. Wilkie responded to questions and comments from the Council, the City Manager requested that Ms. Wilkie fill out a Special Events Application to coordinate the event with city staff.

Motion: Moved by Councilmember MacLean, seconded by Councilmember Cake, to provide \$500 for the Cancer Walk. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee and Tafoya voting yes.

C. Public Hearing Regarding Home Detention and Continuous Alcohol Monitoring Programs

Mayor Cano opened the public hearing.

The City Attorney highlighted information regarding the program that allows the City Council to establish prisoner work, community restitution work and a home detention program for eligible sentenced prisoners subject to approval of the presiding judge which would be treated the same as confinement in jail. The City Attorney noted that Judge Little has requested that the Council adopt the program via a resolution and advised that a public hearing is required prior to Council making a decision to adopt the programs.

The following individuals spoke regarding the Home Detention and Continuous Alcohol Monitoring Programs:

Theresa Del Mar, speaking as a social worker, noted that this program would allow individuals to work and be productive rather than being locked up at home and stated that she is in favor of this option for non-violent prisoners.

The City Manager and City Attorney responded to a question from Kim Gould regarding whether the programs are successful. Ms. Gould also stated that it is a plus to have someone that can be productive in society.

Deni Thompson inquired if the individuals involved in the program have been to rehab either before, during or after being home monitored. Ms. Thompson also inquired if this is strictly related to alcohol. In response, the City Manager stated that it the judge has the discretion. The City Attorney clarified that the judge creates the program and discussed the eligibility requirements and process for assessing the individual.

D. Discussion and/or Action to Approve Resolution No. 1955 Adopting Home Detention and Continuous Alcohol Monitoring Programs

After the Council commented on Judge Little's philosophy and dedication to provide individuals with various opportunities, including education, Councilmember McKee made a motion to approve

Resolution No. 1955 adopting the Home Detention and Continuous Alcohol Monitoring Programs. The motion was seconded by Mayor Cano and passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee and Tafoya voting yes.

E. Discussion and/or Action Regarding October, November and December City Council Meeting Schedule

The City Manager discussed the November and December meeting schedule and advised that staff is recommending that both the November 26th and December 24th meetings be cancelled with the understanding that a special meeting can be called if necessary. The City Manager noted that it may be necessary to have a special meeting to canvass the final results of the November 5th election if they are not available for the November 12th meeting.

Councilmember Crisp stated that she requested that the October meeting schedule be included in the discussion due to the fact that she will not be at the first meeting in October since it is Fall Break. The majority of the Council stated that they will be in attendance for the October 8th meeting.

Motion: Moved by Mayor Cano, seconded by Councilmember Cake, to cancel the November 26th and December 24th regular meetings. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee and Tafoya voting yes.

MOTION TO ADJOURN TO EXECUTIVE SESSION

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

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**

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 OR POSSIBLE ACTION REGARDING ABOVE EXECUTIVE SESSION ITEM

After returning from executive session, Mayor Cano stated that staff has been given direction on how to proceed regarding the executive session item.

ADJOURNMENT

Motion: Moved by Councilmember Cake, seconded by Councilmember Tafoya, to adjourn at 9:55 p.m. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee 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 September 10, 2024 at 6:30 P.M. I further certify that the meeting was duly called and that a quorum was present.

Dated this *24th* day of *September*, 2024.

Suzy Wetzel
City Clerk

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
CITY OF WINSLOW
AND
EDUCATIONAL FURNISHINGS OF ARIZONA, L.L.C.,
DBA ARIZONA FURNISHINGS**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into between the City of Winslow, an Arizona municipal corporation (the "City"), and Educational Furnishings of Arizona, L.L.C., dba Arizona Furnishings, an Arizona limited liability company (the "Contractor").

RECITALS

A. After a competitive procurement process, the State of Arizona ("State") entered into Contract No. CTR067398 dated September 1, 2023, as amended on September 1, 2024 (collectively, the "Mohave Contract"), for office and library furnishings. A copy of the Mohave Contract is attached hereto as Exhibit A.

B. The City is permitted to purchase such services under the Mohave Contract, at its discretion and with the agreement of the Contractor.

C. The City and the Contractor desire to enter into this Agreement for the purpose of acknowledging their cooperative contractual relationship under the Mohave Contract and establishing the terms and conditions by which the Contractor may provide the City services as described in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and the Contractor agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until August 31, 2025, unless terminated as otherwise provided in the Mohave Contract.

2. Scope of Work. Contractor shall provide to the City the services under the terms and conditions of the Mohave Contract and the Quotation dated August 1, 2024 attached hereto as Exhibit B (the "Quote") and incorporated herein by reference.

3. Compensation. Payment to the Contractor for the services or supplies provided shall be made in accordance with the price list and terms set forth in the Mohave Contract and as more particularly set forth in the Quote.

4. Rights and Privileges. To the extent provided under the Mohave Contract, the City shall be afforded all the rights and privileges afforded to the State in the Mohave Contract. In

addition to and in no way limiting the provisions set forth in this section, the City shall be afforded all the insurance coverage and indemnifications afforded to the State to the extent provided under the Mohave Contract.

5. China. Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor will not, use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor also hereby agrees to indemnify and hold harmless Winslow, its officials, employees, and agents from any claims or causes of action relating to Winslow's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by Winslow in defending such as action.

6. All insurance provisions of the Mohave Contract shall apply, including without limitation, the requirement to name all agencies eligible to use the Mohave Contract as an additional insured. Prior to commencing work under this Contract, Contractor shall furnish Winslow with a copy of the current Certificates of Insurance required by the Mohave Contract.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the date and year last set forth below.

"City"

CITY OF WINSLOW,
an Arizona municipal corporation

Roberta Cano, City Mayor

Date: _____

ATTEST:

Suzy Wetzel, City Clerk

"Contractor"

Educational Furnishings of Arizona, L.L.C.,
dba Arizona Furnishings, an Arizona limited
liability company

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Trish Stuhan, Pierce Coleman PLLC
City Attorney

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
CITY OF WINSLOW
AND
EDUCATIONAL FURNISHINGS OF ARIZONA, L.L.C.,
DBA ARIZONA FURNISHINGS

MOHAVE CONTRACT CTR067398

[On File With the City Clerk at 102 E. Third Street, Winslow, AZ 86047]

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
CITY OF WINSLOW
AND
EDUCATIONAL FURNISHINGS OF ARIZONA, L.L.C.,
DBA ARIZONA FURNISHINGS

AF|Arizona Furnishings

6913 W. Buckeye Rd. #200
Phoenix, AZ 85043
P: (602) 484-7331
F: (602) 484-7825

QUOTATION

Quote Number	Date
2224-050	8/1/2024
Contract Number	Valid Until
CTR067398	9/1/2024

Bill To:

City of Winslow

119 E. First Street
Winslow AZ 86047
Accounts Payable Elias Jouen
928-289-5533
ejouen@winslowaz.gov

Ship To:

Winslow Public Library

617 West Second Street
Winslow AZ 86047
Brandee Leary
928-289-4982
bleary@winslowaz.gov

Prepared by:

Jodi Giljum
602-332-1965
jodi@furnishaz.com

Adult Area

Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
1	TMC FURNITURE	CFW4572AD  TMC Family Workstation - Single-faced. .75 Maple Plywood. Laminate Vinyl Edge Panel Edge LAMINATE VINYL EDGE PANEL EDGE WORKSURFACE GROM WIRE MGT PFFP CUT OUTS Wilsonart- Fusion Maple 7909-60 MOM-Everywhere EPU - Tangelo Grade D Fusion Maple Fusion Maple Fusion Maple Grommet 3" white centered Wire access hole and wire mgr TOP COAT Cutouts on middle divider and front panel	1	\$7,045.00	\$4,508.80	\$4,508.80
2	TMC FURNITURE	MIRROR Custom acrylic play mirror. 28" x 14" baltic birch veneer and in-ste acrylic mirror. Finish FINISH Clear 01	1	\$0.00	\$0.00	\$0.00
3	TMC FURNITURE	APC1616-GD01 Activity panel - The Garden. Maple Plyood. Activity Style: Flat. Mounting: Taper Locks Finish FINISH Clear 01	1	\$0.00	\$0.00	\$0.00

4	AURORA	S3-DCA-2490 90"h x 24"d double faced column assembly. (89"h x 24.5"d)	112	\$217.55	\$117.48	\$13,157.76
5	AURORA	S3-CROSS36 36"w cross bar	196	\$73.60	\$39.74	\$7,789.04
6	AURORA	S3-KP36 36"w kick plate	196	\$22.75	\$12.29	\$2,408.84
7	AURORA	S3-INT3612SL 36"w x 12"d Integral Back Slope Shelf	196	\$125.75	\$67.91	\$13,310.36
8	AURORA	S3-INT3612 36"w x 12"d Integral Shelf	1,176	\$100.60	\$54.32	\$63,880.32
9	AURORA	S3-SBS8 8"d Sliding wire book support	1,372	\$16.45	\$8.88	\$12,183.36
10	AURORA	S3-WOODPBKT-DF Bracket for double faced wood end panel	28	\$102.65	\$55.43	\$1,552.04

Subtotal: \$118,790.52

Archive Storage

Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
11	AURORA	22G4824T00 Shelf, Thin 22GA 48x24	109	\$73.55	\$42.66	\$4,649.94
		COLOR Blue Storm				
12	AURORA	2458OL00 Upright Open L 24x85.25	4	\$138.85	\$80.53	\$322.12
		COLOR Blue Storm				
13	AURORA	2485OT00 Upright Open T 24x85.25	12	\$164.25	\$95.27	\$1,143.24
		COLOR Blue Storm				
14	AURORA	24RT00 Reinforcement, Thin Shelf, 24"	190	\$6.50	\$3.77	\$716.30
		COLOR Blue Storm				
15	AURORA	4804QB00 Quik-Base 48" Tall	14	\$33.90	\$19.66	\$275.24
		COLOR Blue Storm				
16	AURORA	4811TS00 Shelf Support, Thin 48"w	204	\$17.65	\$10.24	\$2,088.96
		COLOR Blue Storm				
Subtotal: \$9,195.80						

BREAKROOM

Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
17	FLEETWOOD	25RS640W Crank Height Adjustable-Rectangle 60w 42d 27-38.5h levelers	2	\$2,812.00	\$1,855.92	\$3,711.84
		Worksurface Material and Color Selection Worksurface Finish Worksurface/Top Edgeband Finish Paint Color G3 Etched Gray Graphite Silver HPL G3 Etched Gray Graphite Silver				
18	SITONIT SEATING	1011FT1.PS Lumin, Four-Leg Chair, Plastic Seat & Back, Armless	8	\$405.00	\$210.60	\$1,684.80
		Frame Information Caster/Glide Option Selection Tablet Option Selection Plastic Shell Color Selection CA Technical Bulletin 133 Fire Std Option for Plastic Selection Packaging Options FC2 C12 ~ SC15 ~ ~ Silver Frame Hard Floor and Carpet Casters No Tablet Upgrade Lagoon No Selection Std Packaging				

Subtotal: \$5,396.64

Canopy Tops - Childrens

Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
19	MEDIA TECHNOLOGIES	CT-13216-PVC Canopy Top Single Faced Laminate 13 3/4" x 1 1/4" x 108- 3/16"L PVC on all 4 sides. HPL top/phenolic backer on bottom. NOTE: 220" long x 14" deep x 1" thick.	1	\$1,304.00	\$678.08	\$678.08
		HPL PVC HPL PVC Formica Traditional Maple 8861-58 Rehau Hardrock Maple CP20332				
20	MEDIA TECHNOLOGIES	CT-13108-PVC Canopy Top Single Faced Laminate 13-3/4"w x 1-1/4"D x 108-3/16"L PVC on all sides. HPL top/phenolic backer on bottom. NOTE: 109.25" long x 14" deep x 1" thick	1	\$652.00	\$339.04	\$339.04
		HPL PVC HPL PVC Formica Traditional Maple 8861-58 Rehau Hardrock Maple CP20332				

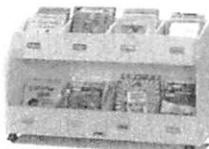
Subtotal: \$1,017.12

Canopy Tops - Childrens DF

Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
21	MEDIA TECHNOLOGIES	CT-26109-PVC	6	\$983.00	\$511.16	\$3,066.96
		Canopy Top Double Faced Laminate 26"w x 1 1/4" D x 109"L. NOTE: XCT-26109PVC to be banded all four sides and to be 25"d x 113" Long				
		HPL	HPL	Formica Traditional Maple 8861-58		
		PVC	PVC	Rehau Hardrock Maple CP20332		

Subtotal: \$3,066.96

CHILDREN'S AREA

Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
22	TMC FURNITURE	TS3636L15N224	3	\$1,417.00	\$906.88	\$2,720.64
		TMC Finn Table. Square 36"x36" and 24"h Steel leg with laminate top				
		Laminate	LAMINATE	Wilsonart - Fusion Maple		
		Edge	EDGE STYLE	PVC		
		Edge Color	EDGE COLOR	Black VT06		
		Leg Color	LEG COLOR	Silver C-PP11		
23	PARAGON	EMOJI4L16	12	\$240.00	\$120.00	\$1,440.00
		16"4 Leg EMOJI Chair				
		CHAIR SHELL COLOR	S	TANG		
		METAL FRAME COLOR	T	TITANIUM		
24	SITONIT SEATING	1011FT1.PS	8	\$405.00	\$210.60	\$1,684.80
		Lumin, Four-Leg Chair, Plastic Seat & Back, Armless				
		Frame Information	FC2	Silver Frame		
		Caster/Glide Option Selection	C12	Hard Floor and Carpet Casters		
		Tablet Option Selection	~	No Tablet Upgrade		
		Plastic Shell Color Selection	SC15	Lagoon		
		CA Technical Bulletin 133 Fire Std	~	No Selection		
		Option for Plastic Selection	~	Std Packaging		
		Packaging Options				
25	JONTI-CRAFT	5369JC	4	\$687.30	\$522.35	\$2,089.40
		Jonti-Craft® Mobile 8-Section Book Organizer				
		FINISH COLOR	BIRCH	Birch Plywood		

26	MEDIA TECHNOLOGIES	DS2424OC4-48-L-MOB	1	\$4,496.00	\$2,337.92	\$2,337.92
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Display 4-sided highrise mobile, 24"Dx24"Wx48"H, HPL finish

HPL - Base	GENERAL	General
HPL-General	TRADITIONAL	Traditional Maple
HPL - Interior Shelf	MAPLE	General
HPL-General	GENERAL	F Elemental Concrete 8830-58
PVC Edge	ELEMENTAL_CON	Solid Colors
PVC Edge	CRETE	Dragon_Fire
	SOLIDS	
	DRAGON_FIRE_PV	
	C	

27	SITONIT SEATING	PAS.FS1.OS2	2	\$2,022.00	\$1,051.44	\$2,102.88
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PASEA LARGE ROUND OTTOMAN

Base Color	LBC2	Graphite
Table Top Selection	TM0	No Table Top
Moisture Barrier/ CAL 133 Selection ~		No Selection
CAL 133 Option	~	No CAL 133
Fabric Option	USU	Single Upholstered
Seat Single Upholstered	FG8	Fabric/Vinyl Grade 8
Fabric Grade 8 Selection		CFStinson Polygon-Mojave
Packaging	P1	Fully assembled in carton

28	SITONIT SEATING	3260.TT9	1	\$522.00	\$271.44	\$271.44
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Uni, Rectangular Laptop Table

Top and Edge Selection	TM3	Laminate Top and Polymer Edge
Metal Finishes	BF01	Silver
Laminate Finishes	TL15	Skyline Walnut
Package Option Selection	P3	Final Assembly Required

Subtotal: \$12,647.08

Childrens Area DF

Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
29	AURORA	S3-KP36 36"w kick plate	36	\$22.75	\$12.29	\$442.44
30	AURORA	S3-DCA2442CI 42"h x 24"d Double Faced colum assembly with Casters (41"h x 24 1/2"d)	24	\$142.60	\$77.00	\$1,848.00

31	AURORA	S3-WOODBKT9 9"d bracket for wood canopy top	24	\$29.15	\$15.74	\$377.76
32	AURORA	S3-INT3612 36"w x 12"d Integral Shelf (36"w x 11"d)	144	\$100.60	\$54.32	\$7,822.08
33	AURORA	S3-CROSS36 36"w crossbar	36	\$73.60	\$39.74	\$1,430.64
34	AURORA	S3-WOODEPBKT-DF Brackets for double faced wood end panles	12	\$102.65	\$55.43	\$665.16
35	AURORA	S3-CASTER4 4" Lockable Caster	48	\$215.35	\$116.29	\$5,581.92

Subtotal: \$18,168.00

Childrens Area SF 42

Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
36	AURORA	S3-SCA1242 42"h x 12"d Single faced colum assembly (41"h x 13.5"d)	11	\$122.90	\$66.37	\$730.07
37	AURORA	S3-CROSS36 36"w crossbar	18	\$73.60	\$39.74	\$715.32

38	AURORA	S3-KP36 36"w kick plate	9	\$22.75	\$12.29	\$110.61
39	AURORA	S3-INT3612 36"w x 12"d Integral Shelf (36"w x 11"d)	36	\$100.60	\$54.32	\$1,955.52
40	AURORA	S3-SBS8 8"d Sliding wire book support	36	\$16.45	\$8.88	\$319.68
41	AURORA	S3-WOODBKT9 9"d bracket for wood canopy top	6	\$29.15	\$15.74	\$94.44
42	AURORA	S3-WOODEPBKT-SF Brackets for single faced wood end panles	2	\$68.50	\$36.99	\$73.98

Subtotal: \$3,999.62

Childrens Area SF 66

Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
43	AURORA	S3-WOODEPBKT-SF Brackets for single faced wood end panles	2	\$68.50	\$36.99	\$73.98
44	AURORA	S3-SCA1266 66"h x 12"d Single faced colum assembly (65"h x 13.5"d)	14	\$163.40	\$88.24	\$1,235.36

45	AURORA	S3-CROSS36 36"w crossbar	24	\$73.60	\$39.74	\$953.76
46	AURORA	S3-KP36 36"w kick plate	12	\$22.75	\$12.29	\$147.48
47	AURORA	S3-INT3612 36"w x 12"d Integral Shelf (36"w x 11"d)	36	\$100.60	\$54.32	\$1,955.52
48	AURORA	S3-SBS8 8"d Sliding wire book support	36	\$16.45	\$8.88	\$319.68
49	AURORA	S3-WOODBKT9 9"d bracket for wood canopy top	7	\$29.15	\$15.74	\$110.18

Subtotal: \$4,795.96

Childrens Area SF 66 Media

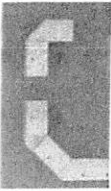
Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
50	AURORA	S3-SCA0966 66"h x 9"d Single faced colum assembly (65"h x 10.5"d)	4	\$158.15	\$85.40	\$341.60
51	AURORA	S3-CROSS36 36"w crossbar	6	\$73.60	\$39.74	\$238.44

52	AURORA	S3-KP36 36"w kick plate	3	\$22.75	\$12.29	\$36.87
53	AURORA	S3-PB3609 36"w x 9"d Multi-Media Shelf. (36"w x 6"d)	18	\$188.20	\$101.63	\$1,829.34
54	AURORA	S3-WOODBKT9 9"d bracket for wood canopy top	2	\$29.15	\$15.74	\$31.48
55	AURORA	S3-WOODEPBKT-SF bracket for single face wood end panel	2	\$68.50	\$36.99	\$73.98
56	AURORA	S3-FIND6CORK 6"h findable book support with cork	18	\$13.65	\$7.37	\$132.66

Subtotal: \$2,684.37

Circulation Desk

Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:																																										
57	SITONIT SEATING	5623YB1.A153  Focus, Highback, Mesh Back, Enhanced Synchro Tilt Cntrl, A153 Height/Width Adj Arms, Sport Edition <table><tr><td>Mesh Back Colors</td><td>MC33</td><td>Freeway Striped Mesh</td></tr><tr><td>Fabric or Leather Upholstery Selection</td><td>FABRIC ~</td><td>Fabric Grade Selections No Selection</td></tr><tr><td>CA Technical Bulletin 133 Fire Std Option for Fabric Selection</td><td>FG5 ~</td><td>Fabric Grade 5 No Selection</td></tr><tr><td>Fabric Grade Selections</td><td>CF Stinson -</td><td></td></tr><tr><td>Fabric Grade 5 Selection</td><td>Flanders -</td><td>Silver Back Support</td></tr><tr><td>User specified entry::Fabric Grade 5 Selection:~</td><td>Charcoal Z2</td><td>Standard Cylinder No Heavy Duty Upgrade</td></tr><tr><td>Back Support Color Option</td><td>S0</td><td>Std Black Base</td></tr><tr><td>Cylinder Height Option</td><td>~</td><td>Sport Carpet Casters</td></tr><tr><td>Heavy Duty Option Selection</td><td>B0</td><td>No Seat Depth Adjustment Upgrade</td></tr><tr><td>Base Option Selection</td><td>C31</td><td>No Adjustable Lumbar Support</td></tr><tr><td>Caster Selection</td><td>~</td><td>Std Packaging</td></tr><tr><td>Seat Depth Adjustment Option Selection</td><td>~</td><td></td></tr><tr><td>Adjustable Lumbar Support Option</td><td></td><td></td></tr><tr><td>Packaging Options</td><td></td><td></td></tr></table>	Mesh Back Colors	MC33	Freeway Striped Mesh	Fabric or Leather Upholstery Selection	FABRIC ~	Fabric Grade Selections No Selection	CA Technical Bulletin 133 Fire Std Option for Fabric Selection	FG5 ~	Fabric Grade 5 No Selection	Fabric Grade Selections	CF Stinson -		Fabric Grade 5 Selection	Flanders -	Silver Back Support	User specified entry::Fabric Grade 5 Selection:~	Charcoal Z2	Standard Cylinder No Heavy Duty Upgrade	Back Support Color Option	S0	Std Black Base	Cylinder Height Option	~	Sport Carpet Casters	Heavy Duty Option Selection	B0	No Seat Depth Adjustment Upgrade	Base Option Selection	C31	No Adjustable Lumbar Support	Caster Selection	~	Std Packaging	Seat Depth Adjustment Option Selection	~		Adjustable Lumbar Support Option			Packaging Options			2	\$950.00	\$494.00	\$988.00
Mesh Back Colors	MC33	Freeway Striped Mesh																																														
Fabric or Leather Upholstery Selection	FABRIC ~	Fabric Grade Selections No Selection																																														
CA Technical Bulletin 133 Fire Std Option for Fabric Selection	FG5 ~	Fabric Grade 5 No Selection																																														
Fabric Grade Selections	CF Stinson -																																															
Fabric Grade 5 Selection	Flanders -	Silver Back Support																																														
User specified entry::Fabric Grade 5 Selection:~	Charcoal Z2	Standard Cylinder No Heavy Duty Upgrade																																														
Back Support Color Option	S0	Std Black Base																																														
Cylinder Height Option	~	Sport Carpet Casters																																														
Heavy Duty Option Selection	B0	No Seat Depth Adjustment Upgrade																																														
Base Option Selection	C31	No Adjustable Lumbar Support																																														
Caster Selection	~	Std Packaging																																														
Seat Depth Adjustment Option Selection	~																																															
Adjustable Lumbar Support Option																																																
Packaging Options																																																
58	MEDIA TECHNOLOGIES	AA-C2236-29-2C  Alba rectang, table, HPL top, 3mm PVC edge, (2) casters one end, 22" x 36" x 29"H <table><tr><td>HPL Finishes</td><td>General</td><td>General Laminates</td></tr><tr><td>HPL-General</td><td>Elemental_Concrete</td><td>F Elemental Concrete 8830-58</td></tr><tr><td>PVC Edge</td><td>te</td><td>Solid Colors</td></tr><tr><td>PVC Edge</td><td>PVC_Solids</td><td>Medium Tone</td></tr><tr><td>Powder Coat</td><td>Medium_Tone_PV</td><td>G1</td></tr><tr><td>G1 Powder Coat</td><td>C</td><td>809 Silver</td></tr><tr><td></td><td>G1</td><td></td></tr><tr><td></td><td>809 Silver</td><td></td></tr></table>	HPL Finishes	General	General Laminates	HPL-General	Elemental_Concrete	F Elemental Concrete 8830-58	PVC Edge	te	Solid Colors	PVC Edge	PVC_Solids	Medium Tone	Powder Coat	Medium_Tone_PV	G1	G1 Powder Coat	C	809 Silver		G1			809 Silver		1	\$907.00	\$471.64	\$471.64																		
HPL Finishes	General	General Laminates																																														
HPL-General	Elemental_Concrete	F Elemental Concrete 8830-58																																														
PVC Edge	te	Solid Colors																																														
PVC Edge	PVC_Solids	Medium Tone																																														
Powder Coat	Medium_Tone_PV	G1																																														
G1 Powder Coat	C	809 Silver																																														
	G1																																															
	809 Silver																																															
59	MEDIA TECHNOLOGIES	MCD-KS-29EPM-LH  Keystone Left End Panel, maple <table><tr><td>Maple Finishes</td><td>Cognac Maple</td><td>Cognac Maple</td></tr></table>	Maple Finishes	Cognac Maple	Cognac Maple	1	\$839.00	\$436.28	\$436.28																																							
Maple Finishes	Cognac Maple	Cognac Maple																																														
60	MEDIA TECHNOLOGIES	MCD-KS-29EPM-RH  Keystone Right End Panel, maple <table><tr><td>Maple Finishes</td><td>Cognac Maple</td><td>Cognac Maple</td></tr></table>	Maple Finishes	Cognac Maple	Cognac Maple	1	\$839.00	\$436.28	\$436.28																																							
Maple Finishes	Cognac Maple	Cognac Maple																																														

61	MEDIA TECHNOLOGIES	MCD-KS-29IPM	6	\$839.00	\$436.28	\$2,617.68
		Keystone Full Mid Panel, maple				
		Maple Finishes	Cognac Maple	Cognac Maple		
						
62	MEDIA TECHNOLOGIES	MCD-KS-30FC45-32M	2	\$5,296.00	\$2,753.92	\$5,507.84
		Keystone 45° Closed Diamond Flat Corner, 30"W X 30"D X 31.5"H, maple				
		HPL Finishes	General	General Laminates		
		HPL-General	Elemental_Concrete	F Elemental Concrete 8830-58		
		REVEAL	General HPL	F Citadel Warp 5882-58		
		HPL-General	Citadel_Warp	Cognac Maple		
		Maple Finishes	Cognac Maple			
						
63	MEDIA TECHNOLOGIES	MCD-KS-30TC-32M	1	\$4,332.00	\$2,252.64	\$2,252.64
		Keystone Closed Triangle Corner, 30"W X 30"D X 31.5"H, maple				
		HPL Finishes	General	General Laminates		
		HPL-General	Elemental_Concrete	F Elemental Concrete 8830-58		
		REVEAL	General HPL	F Citadel Warp 5882-58		
		HPL-General	Citadel_Warp	Cognac Maple		
		Maple Finishes	Cognac Maple			
						
64	MEDIA TECHNOLOGIES	MCD-KS-36C2DR-32	1	\$6,993.00	\$3,636.36	\$3,636.36
		Keystone Cupboard Unit w/ 2 locking drawers, F/F, door right, 36"W X 30"D X 31.5"H, oak				
		HPL Finishes	General	General Laminates		
		HPL-General	Elemental_Concrete	F Elemental Concrete 8830-58		
		REVEAL	General HPL	F Citadel Warp 5882-58		
		HPL-General	Citadel_Warp	Natural Oak		
		Oak Finishes	Natural Oak			
						
65	MEDIA TECHNOLOGIES	MCD-KS-48D-39M	3	\$6,368.00	\$3,311.36	\$9,934.08
		Keystone Desk Unit, 48"W X 30"D X 38.5"H, maple				
		Maple Finishes	Cognac Maple	Cognac Maple		
		REVEAL	General HPL	General HPL		
		HPL-General	Citadel_Warp	F Citadel Warp 5882-58		
		Top/wrksf HPL	General	General Laminates		
		HPL-General	Elemental_Concrete	F Elemental Concrete 8830-58		
						

66	MEDIA TECHNOLOGIES	MCD-KS-72D-32M	1	\$7,170.00	\$3,728.40	\$3,728.40
		Keystone Desk Unit, 72"W X 30"D X 31.5"H, maple				
		Maple Finishes	Cognac Maple	Cognac Maple		
		REVEAL	General HPL	General HPL		
		HPL-General	Citadel_Warp	F Citadel Warp 5882-58		
		Top/wrksf HPL	General	General Laminates		
		HPL-General	Elemental_Concrete	F Elemental Concrete 8830-58		
			te			
67	AURORA	S3-SCA1266	6	\$163.40	\$88.24	\$529.44
		66"h x 12"d single faced column assembly. (65"h x 12.5"d)				
68	AURORA	S3-CROSS36	10	\$73.60	\$39.74	\$397.40
		36"w cross bar				
69	AURORA	S3-KP36	5	\$22.75	\$12.29	\$61.45
		36"w kick plate				
70	AURORA	S3-INT3612	25	\$100.60	\$54.32	\$1,358.00
		36"w x 12"d Integral Shelf				
71	AURORA	S3-SBS8	25	\$16.45	\$8.88	\$222.00
		8"d Sliding wire book support				
72	AURORA	S3-WOODEPBKT-SF	2	\$68.50	\$36.99	\$73.98
		Bracket for single faced wood end panel				

Subtotal: \$32,651.47

End Panels

Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
73	MEDIA TECHNOLOGIES	21-9020EP Bookmark Double faced End Panel 20"W x 1"thick x 90"H. NOTE: To be 19"w and HPL/PVC HPL HPL Formica Traditional Maple 8861-58 PVC PVC Rehaus Hardrock Maple CP20332	4	\$728.00	\$378.56	\$1,514.24
74	MEDIA TECHNOLOGIES	21-9025-EPL Bookmark Double faced End Panel 25"W x 3/4"thick x 90"H. NOTE: To be 1" thick HPL HPL Formica Traditional Maple 88610-58 PVC PVC Rehau Hardrock Maple	30	\$766.00	\$398.32	\$11,949.60
75	MEDIA TECHNOLOGIES	21-6612EPL Bookmark Single faced End Panel 66 1/2"H x 12"W x 1" Thick. NOTE: to be 11"w x 64"H x 1" thick HPL HPL Formica Traditional maple 8861-58 PVC PVC Rehau Hardrock Maple	4	\$474.00	\$246.48	\$985.92
76	MEDIA TECHNOLOGIES	21-6614EPL Custom Bookmark End Panel 14 3/4" "D x 66 3/8" L x 1" thick. NOTE: 14"w x 64"h x 1" thick HPL HPL Formica Traditional Maple 8861-58 PVC PVC Rehau Hardrock Maple CP20332	14	\$488.00	\$253.76	\$3,552.64
77	MEDIA TECHNOLOGIES	21-4226EPL Bookmark Double Faced End Panel 26"W x 1"D x 42"H. NOTE: To be 25"w x 40"H x 1" thick HPL HPL Formica Traditional Maple 8861-58 PVC PVC Rehau Hardrock Maple	12	\$490.00	\$254.80	\$3,057.60

Subtotal: \$21,060.00

Friends

Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
78	MEDIA TECHNOLOGIES	SWDP-7248-L 990-099734-001 Slatwall Display Board. Wall Mounted with Z-Clips. Size: panels: 36"W X 66"H x 3/4"T. Slats Natural - unfinished Laminate LAM Traditional Maple	2	\$1,332.00	\$692.64	\$1,385.28

79	AURORA	S3-SCA1266 66"h x 12"d single faced column assembly. (65"h x 12.5"d)	7	\$163.40	\$88.24	\$617.68
80	AURORA	S3-CROSS36 36"w cross bar	8	\$73.60	\$39.74	\$317.92
81	AURORA	S3-KP36 36"w kick plate	4	\$22.75	\$12.29	\$49.16
82	AURORA	S3-INT3612 36"w x 12"d Integral Shelf	20	\$100.60	\$54.32	\$1,086.40
83	AURORA	S3-SBS8 8"d Sliding wire book support	20	\$16.45	\$8.88	\$177.60
84	AURORA	S3-WOODEPBKT-SF Bracket for single faced wood end panel	6	\$68.50	\$36.99	\$221.94

Subtotal: \$3,855.98

LARGE CONFERENCE

Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
85	SAFCO	MRS12 Mirella 12' Conference Table, Sitting Height, 144"W x 47 1/4"D x 29 1/2"H FINISH SELECTIONS MRS12 BLACK HARDWARE	1	\$3,709.00	\$2,039.95	\$2,039.95
		SDD (BLK)				
		Sand Dune Black Hardware				



86	SITONIT SEATING	1061FT4.MB.AR1	10	\$885.00	\$460.20	\$4,602.00
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Movi, Nesting Chair, Mesh Back, Fixed Arm

Back Frame & Arm Color	SC1	Black
Base Finish	FC1	Black Base
Caster Color	~	Black
Caster Selection	CS5	Carpet Casters
Movi Mesh Back Colors	MC20	Onyx Mesh
CA Technical Bulletin 133 Fire Std	~	No Selection
Option for Fabric Selection	FG5	Fabric Grade 5
Fabric Grade Selection	~	No Selection
Fabric Grade 5 Selection	CF Stinson -	
User specified entry::Fabric Grade 5 Flanders -		Fully Assembled in Carton
Selection:~	Charcoal	
Packaging Options	AC	

87	SAFCO	PM33	2	\$1,034.00	\$568.70	\$1,137.40
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Power and Data Module, 2 Power, 1 Data & 2 USB Power, 8.25"W x 4.375"D. Compatible w/ Medina Conf

PAINT FINISH	SS	Black
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Subtotal: \$7,779.35

LOUNGE

Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
88	AGATI	VER-STG-2001	1	\$4,270.75	\$2,690.57	\$2,690.57
		Agati Vera Lounge Chair with upholstered arms, Metal Base Finish: Metallic Silver				
		TEXTILE		TEXTILE	CF Stinson - Live Wire - Deep Teal	
				LEG	Metallic Silver	
					No power	
89	AGATI	VER-STG-2001	1	\$3,861.25	\$2,432.59	\$2,432.59
		Agati Vera Lounge Chair with upholstered arms, Metal Base Finish: Metallic Silver				
				TEXTILE	CF Stinson - Strand - Willow	
				LEG	Metallic Silver	
					No power	
90	AGATI	VER-STG-2001	1	\$4,200.66	\$2,646.42	\$2,646.42
		Agati Vera Lounge Chair with upholstered arms, Metal Base Finish: Metallic Silver				
				TEXTILE	Momentum - Printwork EPU - Russet	
				LEG	Metallic Silver	
					No power	

91	AGATI	VER-STG-4001-PL	1	\$9,459.07	\$5,959.21	\$5,959.21
 Agati Double Chair with Center Table Plastic Laminate Top with 3mm PVC Edge Metal Base Finish: Metallic Silver Integrated Power Module 2 Power 1 USB (2 ports)						
		TEXTILE	CFStinson - Polygon - Mojave			
		LAMINATE	Wilsonart - Skyline Walnut - 7964-60			
		LEG	Metallic Silver			
		POWER	Silver			
92	AGATI	VER-STG-4001-PL	1	\$8,797.57	\$5,542.47	\$5,542.47
 Agati Double Chair with Center Table Plastic Laminate Top with 3mm PVC Edge Metal Base Finish: Metallic Silver Integrated Power Module 2 Power 1 USB (2 ports)						
		TEXTILE	CFStinson - Strand - Willow			
		LAMINATE	Wilsonart - Skyline Walnut - 7964-60			
		LEG	Metallic Silver			
		POWER	Silver			
93	AGATI	VER-STG-4001-PL	1	\$9,616.57	\$6,058.44	\$6,058.44
 Agati Double Chair with Center Table Plastic Laminate Top with 3mm PVC Edge Metal Base Finish: Metallic Silver Integrated Power Module 2 Power 1 USB (2 ports)						
		TEXTILE	CFStinson - Live Wire-Deep Teal			
		LAMINATE	Wilsonart - Skyline Walnut			
		LEG	Metallic Silver			
		POWER	Silver			
94	SITONIT SEATING	3260.TT9	3	\$522.00	\$271.44	\$814.32
 Uni, Rectangular Laptop Table						
		Top and Edge Selection	TM3	Laminate Top and Polymer Edge		
		Metal Finishes	BF01	Silver		
		Laminate Finishes	TL15	Skyline Walnut		
		Package Option Selection	P3	Final Assembly Required		

Subtotal: \$26,144.02

Media Area

Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
95	AURORA	S3-DCA-1890 90"h x 18"d double faced column assembly. (89"h x 18.5"d)	16	\$209.85	\$113.32	\$1,813.12
96	AURORA	S3-CROSS36 36"w cross bar	28	\$73.60	\$39.74	\$1,112.72
97	AURORA	S3-KP36 36"w kick plate	28	\$22.75	\$12.29	\$344.12

98	AURORA	S3-PB3609 36" w x 9" d mutli-media Shelf . Measured to 6" deep	196	\$188.20	\$101.63	\$19,919.48
99	AURORA	S3-WOODEPBKT-DF Bracket for double faced wood end panel	4	\$102.65	\$55.43	\$221.72
100	AURORA	S3-FIND6CORK 6"h findable book support with cork	196	\$13.65	\$7.37	\$1,444.52

Subtotal: \$24,855.68

MISC ITEM

Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
101	HON	HH870070 Accelerate Integrated Power pole <i>Select Paint Grade</i> <i>\$(P1)</i> <i>P1 Paint Opts</i> <i>Select Grade 1 Paint</i> <i>TITANIUM</i> <i>Titanium</i>	3	\$588.00	\$199.92	\$599.76

Subtotal: \$599.76

Office #1

Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
102	SAFCO	MRLSBF7236 Mirella 72" Double Pedestal "L" Desk with 42"W Return, BBF/BF 72"W x 78"D x 29 1/2"H <i>FINISH SELECTIONS MRLSBF7236</i> <i>SDD</i> <i>Sand Dune</i> <i>BLACK HARDWARE</i> <i>(BLK)</i> <i>Black Hardware</i>	1	\$3,334.00	\$1,833.70	\$1,833.70
103	AURORA	S3-SCA1290 90"h x 12"d single faced column assembly. (89"h x 213.5"d)	5	\$198.65	\$107.27	\$536.35

104	AURORA	S3-CROSS36 36"w cross bar	8	\$73.60	\$39.74	\$317.92
105	AURORA	S3-KP36 36"w kick plate	4	\$22.75	\$12.29	\$49.16
106	AURORA	S3-INT3612 36"w x 12"d Integral Shelf	28	\$100.60	\$54.32	\$1,520.96
107	AURORA	S3-SBS8 8"d Sliding wire book support	28	\$16.45	\$8.88	\$248.64

Subtotal: \$4,506.73

Office #2

Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
108	SAFCO	MRLSBF7236 Mirella 72" Double Pedestal L-Shape w/ 42"W Return, BBB/BF 72"W x 78"D x 29 1/2"H <i>FINISH SELECTIONS MRLSBF7236 SDD Sand Dune</i> <i>BLACK HARDWARE (BLK) Black Hardware</i>	1	\$3,334.00	\$1,833.70	\$1,833.70
						
109	AURORA	S3-SCA1290 90"h x 12"d single faced column assembly. (89"h x 213.5"d)	5	\$198.65	\$107.27	\$536.35
110	AURORA	S3-CROSS36 36"w cross bar	8	\$73.60	\$39.74	\$317.92

111	AURORA	S3-KP36 36"w kick plate	4	\$22.75	\$12.29	\$49.16
112	AURORA	S3-INT3612 36"w x 12"d Integral Shelf	28	\$100.60	\$54.32	\$1,520.96
113	AURORA	S3-SBS8 8"d Sliding wire book support	28	\$16.45	\$8.88	\$248.64

Subtotal: \$4,506.73

Office #3

Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
114	SAFCO	MRLSBF7236 Mirella 72" Double Pedestal L-Shape w/ 42"W Return, BBB/BF 72"W x 78"D x 29 1/2"H <i>FINISH SELECTIONS MRLSBF7236 SDD Sand Dune</i> <i>BLACK HARDWARE (BLK) Black Hardware</i>	1	\$3,334.00	\$1,833.70	\$1,833.70
						
115	AURORA	S3-SCA1290 90"h x 12"d single faced column assembly. (89"h x 213.5"d)	5	\$198.65	\$107.27	\$536.35
116	AURORA	S3-CROSS36 36"w cross bar	8	\$73.60	\$39.74	\$317.92
117	AURORA	S3-KP36 36"w kick plate	4	\$22.75	\$12.29	\$49.16

118	AURORA	S3-INT3612 36"w x 12"d Integral Shelf	28	\$100.60	\$54.32	\$1,520.96
119	AURORA	S3-SBS8 8"d Sliding wire book support	28	\$16.45	\$8.88	\$248.64

Subtotal: \$4,506.73

OPEN AREA

Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
120	SITONIT SEATING	1011FT1.PS  Lumin, Four-Leg Chair, Plastic Seat & Back, Armless	16	\$405.00	\$210.60	\$3,369.60
		Frame Information FC2 Caster/Glide Option Selection C12 Tablet Option Selection ~ Plastic Shell Color Selection SC15 CA Technical Bulletin 133 Fire Std ~ Option for Plastic Selection ~ Packaging Options				
		Silver Frame Hard Floor and Carpet Casters No Tablet Upgrade Lagoon No Selection Std Packaging				
121	SITONIT SEATING	5623BB1.S1  Focus, Highback, Mesh Back, Basic Stool, Armless	1	\$996.00	\$517.92	\$517.92
		Mesh Back Colors MC33 Fabric or Leather Upholstery FABRIC Selection ~ CA Technical Bulletin 133 Fire Std FG5 Option for Fabric Selection FLANDERS Fabric Grade Selections 25-0120603-0390 Fabric Grade 5 Selection Z2 Flanders Color Selections B6 Back Support Color Option C5 Base Selection ~ Casters Selection ~ Adjustable Lumbar Support Option Packaging Options				
		Freeway Striped Mesh Fabric Grade Selections No Selection Fabric Grade 5 Flanders Standard Color Selection Charcoal Silver Back Support Black Base 55mm Caster, Std No Adjustable Lumbar Support Std Packaging				

122 KI TJLPS1922 1 \$4,008.00 \$2,324.64 \$2,324.64



Tributaire, Lectern,Pneumatic Height Adjustable,With Storage,19x22"

Edge Color	/EKM	Kensington Maple edge
Laminate	LAMG1	Laminate Grade 1
Laminate Finish	LAMGRD1STD	Grade 1 KI standard laminates
Grade 1 KI standard laminates	/LKM	KENSINGTON MAPLE 10776-60
Polished Base Option	/NPA	No polished appearance base
Leg, Base or Frame Paint Finish	/SX	Starlight Silver Metallic
Accent Paint Finish	/SEV	Everglade Shade
Lock Option	/WLK	With lock
Casters/Glides	/C	Casters
Caster Color	/CCW	Cottonwood/Warm Grey casters
Power Option	/MM1	Module, Mini-Tap black (1)
Modesty Panel	/LMP	Laminate modesty panel

Subtotal: \$6,212.16

READING NOOK

Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
123	FOMCORE	F065-35X29X3-Z Cushion 35L x 28W x 3h Zippered	1	\$1,365.56	\$655.47	\$655.47
		 FABRIC GRADE CFS-Live Wire-Deep Teal 8 Zippered No Velcro and No Nano Tape				
124	FOMCORE	F065-35X29X3-Z Cushion 35L x 28W x 3h Zippered	1	\$1,318.48	\$632.87	\$632.87
		 FABRIC GRADE CFS-Polygon-Mojave 7 Zippered No Velcro and No Nano Tape				
125	FOMCORE	F065-35X29X3-Z Cushion 35L x 28W x 3h Zippered	1	\$1,083.03	\$519.85	\$519.85
		 FABRIC GRADE CFS-Strand-Willow 3 Zippered No Velcro and No Nano Tape				
126	FOMCORE	F065-35X29X3-Z Cushion 35L x 28W x 3h Zippered	1	\$1,224.35	\$587.69	\$587.69
		 FABRIC GRADE MOM-Printwork-Russet 5 Zippered No Velcro and No Nano Tape				

Subtotal: \$2,395.88

SMALL CONFERENCE

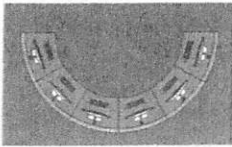
Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
127	SAFCO	MRC58	1	\$2,010.00	\$1,105.50	\$1,105.50
		Mirella 8' Conference Table, Sitting Height, 96"W x 47 1/4"D x 29 1/2"H				
		FINISH SELECTIONS MRC58				
		BLACK HARDWARE				
		SDD (BLK)				
		Sand Dune Black Hardware				
						
128	SITONIT SEATING	1061FT4.MB.AR1	6	\$885.00	\$460.20	\$2,761.20
		Movi, Nesting Chair, Mesh Back, Fixed Arm				
		Back Frame & Arm Color				
		Base Finish				
		Caster Color				
		Caster Selection				
		Movi Mesh Back Colors				
		CA Technical Bulletin 133 Fire Std				
		Option for Fabric Selection				
		Fabric Grade Selection				
		Fabric Grade 5 Selection				
		User specified entry::Fabric Grade 5 Flanders - Selection:~				
		Packaging Options				
		SC1				
		FC1				
		~				
		CS5				
		MC20				
		~				
		FG5				
		~				
		CF Stinson -				
		Charcoal				
		AC				
		Black				
		Black Base				
		Black				
		Carpet Casters				
		Onyx Mesh				
		No Selection				
		Fabric Grade 5				
		No Selection				
		Fully Assembled in Carton				
						
129	SAFCO	PM33	2	\$1,034.00	\$568.70	\$1,137.40
		Power and Data Module, 2 Power, 1 Data & 2 USB Power, 8.25"W x 4.375"D. Compatible w/ Medina Conf				
		PAINT FINISH				
		S5				
		Black				
						

Subtotal: \$5,004.10

Teen Area

Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
130	SITONIT SEATING	1011FT1.PS	6	\$405.00	\$210.60	\$1,263.60
		Lumin, Four-Leg Chair, Plastic Seat & Back, Armless				
		Frame Information				
		Caster/Glide Option Selection				
		Tablet Option Selection				
		Plastic Shell Color Selection				
		CA Technical Bulletin 133 Fire Std				
		Option for Plastic Selection				
		Packaging Options				
		FC2				
		C12				
		~				
		SC15				
		~				
		~				
		~				
		Silver Frame				
		Hard Floor and Carpet Casters				
		No Tablet Upgrade				
		Lagoon				
		No Selection				
		Std Packaging				
						

131	MEDIA TECHNOLOGIES	CESCC-C3450-54CRV-L-29	6	\$6,573.00	\$3,417.96	\$20,507.76
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Cirrus eSports Console, cabinet back, curved, 34"D x 49.6875"W x 29/46"H, Convex worksurface

Top/wrksf HPL	General	General Laminates
HPL-General	Elemental_Concrete	F Elemental Concrete 8830-58
HPL Finishes		HPL-Fin. Match Woodgrains
HPL-Fin. Match Woodgrains	Woodgrains	F Cognac Maple 7738-58
PVC Edge	Cognac_Maple	Woodgrains
PVC Woodgrains	Woodgrains	Hardrock Maple
Powder Coat	Hardrock_Maple_	G1
G1 Powder Coat	PVC	809 Silver
	G1	
	809 Silver	

132	KI	TJCAB30-KN	2	\$1,049.00	\$608.42	\$1,216.84
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Tributaire, Cafe X-Base, Round, 30", 29"H, KN edge

Edge Color	/EAZ	Sterling Ash edge
Laminate	LAMG1	Laminate Grade 1
Laminate Finish	LAMGRD1STD	Grade 1 KI standard laminates
Grade 1 KI standard laminates	/LAZ	STERLING ASH 7995-38
Polished Base Option	/NPA	No polished appearance base
Leg, Base or Frame Paint Finish	/EV	Everglade Shade
Glides	/GLP	Glides - low profile
Power Option	/NNN	No grommets, power, wire management/No cutouts

133	FOMCORE	F005-18X18-G1	3	\$652.50	\$313.20	\$939.60
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Round Ottoman, 18"Dx18"H, 1"Glide

Glide Option	A-000099	Nylon Glide
Select Maximum Fabric Grade	GR8	Grade-8
Select Side	-	Seat
Seat	GRD-1	Grade Fabric
Seat	LINETTE-STEEL	Linette-Steel
Select Side	--	Side
Side	GRD-8	Grade 8 Fabric
	STINSON-LIVE	Stinson-Live Wire-Deep Teal
User specified entry::COM:COM	WIRE-DEEP TEAL	
Embroidery		No Embroidery
CAL 133 Option	~	No CAL 133 Fire Retardant
	~	

134	FOMCORE	F005-18X18-G1	3	\$630.00	\$302.40	\$907.20
		Round Ottoman, 18"Dx18"H, 1"Glide				
		 Glide Option Select Maximum Fabric Grade Select Side Seat Select Linette Color Select Side Side Embroidery CAL 133 Option A-000099 GR7 - LIN CUL_LINETTE- STEEL -- STINSON- POLYGON- MOJAVE ~ ~ Nylon Glide Grade-7 Seat Grade-1 (Linette) Steel Side Grade-7 Stinson Stinson-Polygon-Mojave No Embroidery No CAL 133 Fire Retardant				
135	AURORA	S3-SCA0966	7	\$158.15	\$85.40	\$597.80
		66"h x 9"d single faced column assembly. (65"h x 10.5"d)				
136	AURORA	S3-CROSS36	12	\$73.60	\$39.74	\$476.88
		36"w cross bar				
137	AURORA	S3-KP36	6	\$22.75	\$12.29	\$73.74
		36"w kick plate				
138	AURORA	S3-INT3609	30	\$80.80	\$43.63	\$1,308.90
		36"w x 9"d Integral Shelf				
139	AURORA	S3-SBS8	30	\$16.44	\$8.88	\$266.40
		8"d Sliding wire book support				

140	AURORA	S3-WOODEPBKT-SF	2	\$68.50	\$36.99	\$73.98
		Bracket for single faced wood end panel				

141	SITONIT SEATING	PAS.FS17.SS3	1	\$3,648.00	\$1,896.96	\$1,896.96
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PASEA 120 DEGREE INNER SEAT

Base Color	LBC2	Graphite
Moisture Barrier	~	No Moisture Barrier
CAL 133 Option	~	No CAL 133
Fabric Option	UMU	Multiple Upholstered
Bench Multiple Upholstered	(MS)	Seat Multiple Upholstered
Multiple Upholstered for Seat	FG3	Fabric/Vinyl Grade 3
Fabric Grade 3 Selection	AFFINITY	Affinity Standard Color Selection
Affinity Color Selections	STEEL	Affinity Steel
Bench Multiple Upholstered	(MB)	Back Multiple Upholstered
Multiple Upholstered for Back	FG8	Fabric/Vinyl Grade 8
Fabric Grade 7 Selection	~	No Fabric
User specified entry::Fabric Grade 7	CF STINSON-	CF Stinson-Polygon-Mojave
Selection:~	POLYGON-	Fully assembled in carton
Packaging	MOJAVE	
	P1	

142	SITONIT SEATING	PAS.FS17.SS1	2	\$2,063.00	\$1,072.76	\$2,145.52
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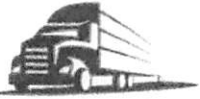
PASEA SINGLE SEAT

Base Color	LBC2	Graphite
Power Selection	~	No Power
Moisture Barrier	~	No Moisture Barrier
CAL 133 Option	~	No CAL 133
Fabric Option	UMU	Multiple Upholstered
Bench Multiple Upholstered	(MS)	Seat Multiple Upholstered
Multiple Upholstered for Seat	FG3	Fabric/Vinyl Grade 3
Fabric Grade 3 Selection	AFFINITY	Affinity Standard Color Selection
Affinity Color Selections	STEEL	Affinity Steel
Bench Multiple Upholstered	(MB)	Back Multiple Upholstered
Multiple Upholstered for Back	FG8	Fabric/Vinyl Grade 8
Fabric Grade 7 Selection	~	No Fabric
User specified entry::Fabric Grade 7	CF STINSON-	Fully assembled in carton
Selection:~	POLYGON-	
Packaging	MOJAVE	
	P1	

143	SITONIT SEATING	PAS.FS2.BNS6	2	\$2,387.00	\$1,241.24	\$2,482.48
		PASEA 120 DEGREE CORNER BENCH				
		Base Color	LBC2	Graphite		
		Moisture Barrier	~	No Moisture Barrier		
		CAL 133 Option	~	No CAL 133		
		Fabric Option	USU	Single Upholstered		
		Bench Single Upholstered	FG3	Fabric/Vinyl Grade 3		
		Fabric Grade 3 Selection	AFFINITY	Affinity Standard Color Selection		
		Affinity Color Selections	STEEL	Affinity Steel		
		Packaging	P1	Fully assembled in carton		

144	SITONIT SEATING	PAS.XGV	4	\$52.00	\$27.04	\$108.16
		Ganging Bracket, one pair of gangers to connect to the right or left side				

Subtotal: \$34,265.82

Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
145	TMC FURNITURE	FREIGHT	1	\$0.00	\$1,328.94	\$1,328.94
		Freight from TMC Furniture - estimate. 10% of list. Quote #17145				
						
146	MEDIA TECHNOLOGIES	FREIGHT	1	\$0.00	\$4,900.00	\$4,900.00
		Freight from Media Tech - Quote#152271				
						
147	AZF	INSTALLATION	1	\$42,000.00	\$42,000.00	\$42,000.00
		Full Turn Key Installation Service. Receiving, delivery, assembly, set in place and debris removal. Installation including receiving, delivery, assembly and labor to attach end panels. Out of town.				
						
148	AGATI	FREIGHT	1	\$0.00	\$3,461.33	\$3,461.33
		Freight from Agati. Quote #2400559 Project #240559. Product will ship blanket wrapped. Dock to Dock delivery.				
						

149	JONTI-CRAFT	FREIGHT	1	\$0.00	\$721.13	\$721.13
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Freight from Jonti-Craft. Quote #291578

150	FOMCORE	COMMENT	1	\$0.00	\$0.00	\$0.00
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Custom Cushions - Quote #2TDLKZ5

151	AURORA	FREIGHT	1	\$0.00	\$6,400.00	\$6,400.00
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Freight from Aurora Mfg . Quote By NRJ Rev1

Subtotal: \$58,811.40

Special Notes and Instructions

Target Install: Mid-November 12-14 days for installation.

Subtotal \$416,917.88

Tax (8.6%) \$30,759.64

Grand Total: \$447,677.52

Credit Card Transactions will be assessed with a 3.5% handling fee.

Signature

Date

All damages must be reported within 5 days of receiving the product.

Installation is based on normal business hours of Monday - Friday 7:00 a.m. to 5:00 p.m. Contact your Sales Consultant for evening or weekend installation.

Please ensure the space is free and clear of all existing furniture prior to scheduled installation. Arizona Furnishings professional installers will unload, unbox, and assemble all furniture. All trash and recyclable material will be removed leaving a turnkey ready to use space.

Thank you for your business!

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: September 24, 2024
TO: Honorable Mayor and City Council
FROM: Franklin Caldwell, Chief of Police
SUBJECT: Recommended Purchase of New Tasers & Contract Renewal for Body Cams and Cloud Storage

RECOMMENDED MOTION

That the Mayor and Council, by motion, approve the new Axon Contract that includes new Tasers and a contract renewal for body cams and cloud storage. This is a five (5) year pro-rated agreement, with funds to be budgeted from the general fund each FY beginning FY 2025. The total cost requested for approval is \$438,764.29.

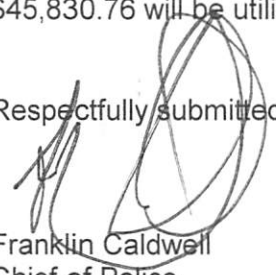
DISCUSSION

The Winslow Police Department currently uses an outdated version of Tasers. Our current contract is expiring, and we need to approve a new contract for Tasers, body cams, and cloud storage. It is requested to replace these Tasers with the updated Taser 10. This will include a full maintenance agreement and free cartridge replacement. The total cost of this five (5) year agreement is \$438,764.29, pro-rated over each year. The first-year funding will be allocated FY 2025 funds in the amount of \$45,830.76. Years two, three, and four, will be \$98,233.40 each year, and year five will be \$98,233.33 with the total amount of \$438,764.29 being paid for the fifth and final year.

IMPACT ON BUDGET

\$45,830.76 will be utilized from the current FY 24/25 budget.

Respectfully submitted,


Franklin Caldwell
Chief of Police

Reviewed by:

City Manager 

City Attorney _____

Finance Director 

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
CITY OF WINSLOW
AND
AXON ENTERPRISE, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into between the City of Winslow, an Arizona municipal corporation (the “City”), and Axon Enterprise, Inc., a Delaware corporation (the “Contractor”).

RECITALS

A. After a competitive procurement process, Sourcewell entered into Contract No. 101223-AXN dated February 6, 2024 (the “Sourcewell Contract”), for Axon police equipment and software. A copy of the Sourcewell Contract, Solicitation Number 101223, is attached hereto as Exhibit A.

B. The City is a participating entity with Sourcewell and can utilize their public procurement tools, including its cooperative purchasing agreements;

C. The City and the Contractor desire to enter into this Agreement for the purpose of acknowledging their cooperative contractual relationship under the Sourcewell Contract and establishing the terms and conditions by which the Contractor may provide the City services as described in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and the Contractor agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date last set forth below and shall remain in full force and effect until December 15, 2027, unless terminated as otherwise provided in the Sourcewell Contract.

2. Scope of Work. Contractor shall provide to the City the services under the terms and conditions of the Sourcewell Contract and the Quotation Q-599360-45540.960DB, dated September 5, 2024 attached hereto as Exhibit B (the “Quote”) and incorporated herein by reference.

3. Compensation. Payment to the Contractor for the services or supplies provided shall be made in accordance with the price list and terms set forth in the Sourcewell Contract and as more particularly set forth in the Quote, and not to exceed \$450,000.00.

4. Rights and Privileges. To the extent provided under the Sourcewell Contract, the City shall be afforded all the rights and privileges afforded to Sourcewell in the Sourcewell

Contract. In addition to and in no way limiting the provisions set forth in this section, the City shall be afforded all the insurance coverage and indemnifications afforded to Sourcewell to the extent provided under the Sourcewell Contract.

5. China. Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor will not, use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor also hereby agrees to indemnify and hold harmless Winslow, its officials, employees, and agents from any claims or causes of action relating to Winslow's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by Winslow in defending such as action.

6. E-Verify. To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

7. Israel. To the extent A.R.S. § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

8. Insurance. All insurance provisions of the Sourcewell Contract shall apply, including without limitation, the requirement to name all agencies eligible to use the Sourcewell Contract as an additional insured. Prior to commencing work under this Contract, Contractor shall furnish Winslow with a copy of the current Certificates of Insurance required by the Sourcewell Contract.

9. Conflict of Interest. This Agreement may be canceled pursuant to A.R.S. § 38-511.

10. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement shall be brought in Navajo County, Arizona.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the date and year last set forth below.

[Signatures On Next Page]

"City"

"Contractor"

CITY OF WINSLOW, an Arizona municipal corporation

Axon Enterprise, Inc., a Delaware Corporation

Roberta Cano, City Mayor

Date: _____

ATTEST:

Suzy Wetzel, City Clerk

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Trish Stuhan, Pierce Coleman PLLC
City Attorney

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
CITY OF WINSLOW
AND
AXON ENTERPRISE, INC.

SOURCEWELL CONTRACT 101223-AXN,
SOLICITATION NUMBER 101223

[On File With the City Clerk at 102 E. Third Street, Winslow, AZ 86047]

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
CITY OF WINSLOW
AND
AXON ENTERPRISE, INC.

QUOTATION Q-599360-45540.960DB,
DATED SEPTEMBER 5, 2024



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-599360-45548.635DB

Issued: 09/13/2024

Quote Expiration: 09/25/2024

Estimated Contract Start Date: 01/15/2024

Account Number: 106807

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Winslow Police Dept. - AZ 708 West Third Street Winslow, AZ 86047-3210 USA	Winslow Police Dept. - AZ 708 West Third Street Winslow AZ 86047-3210 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Daniel Birt Phone: Email: dbirt@axon.com Fax:	Ernest Cano Phone: 9285870047 Email: ecano@winslowaz.gov Fax: (928) 289-2940

Quote Summary

Program Length	71 Months
TOTAL COST	\$405,938.35
ESTIMATED TOTAL W/ TAX	\$438,764.29

Discount Summary

Average Savings Per Year	\$26,026.99
TOTAL SAVINGS	\$153,993.05

Payment Summary

Date	Subtotal	Tax	Total
Nov 2024	\$42,409.23	\$3,421.53	\$45,830.76
Nov 2025	\$90,882.28	\$7,351.12	\$98,233.40
Nov 2026	\$90,882.28	\$7,351.12	\$98,233.40
Nov 2027	\$90,882.28	\$7,351.12	\$98,233.40
Nov 2028	\$90,882.28	\$7,351.05	\$98,233.33
Total	\$405,938.35	\$32,825.94	\$438,764.29

Quote Unbundled Price:	\$559,931.40
Quote List Price:	\$472,302.60
Quote Subtotal:	\$405,938.35

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$290.19)	(\$290.19)	(\$27.36)	(\$317.55)
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$10,131.34	\$10,131.34	\$815.58	\$10,946.92
M00010	BUNDLE - OFFICER SAFETY PLAN 10	32	60	\$262.29	\$216.65	\$203.62	\$390,950.40	\$31,587.53	\$422,537.93
A la Carte Hardware									
H00001	AB4 Camera Bundle	29			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	4			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	3			\$849.00	\$849.00	\$2,547.00	\$205.03	\$2,752.03
A la Carte Software									
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	27	11		\$25.00	\$0.00	\$0.00	\$0.00	\$0.00
ProLicense	Pro License Bundle	1	60		\$43.40	\$43.33	\$2,599.80	\$245.16	\$2,844.96
BasicLicense	Basic License Bundle	12	11		\$15.00	\$0.00	\$0.00	\$0.00	\$0.00
ProLicense	Pro License Bundle	15	11		\$40.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00
100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1			\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$405,938.35	\$32,825.94	\$438,764.29

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	29	1	11/15/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	3	1	11/15/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	11/15/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	4	1	11/15/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	32	1	11/15/2024
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	4	1	11/15/2024
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	32	1	11/15/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	4	1	11/15/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	4	1	11/15/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	4	1	11/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	11/15/2024

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	32	2	11/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	1	1	11/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	32	1	11/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	11/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	11/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	11/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	640	1	11/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	200	1	11/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	11/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	32	1	11/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	11/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	32	1	11/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	11/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	6	1	11/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	32	1	11/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	11/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	11/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	64	1	11/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	11/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	11/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	11/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	100	1	11/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	260	1	11/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	100	1	11/15/2026
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	260	1	11/15/2026
BUNDLE - OFFICER SAFETY PLAN 10	73309	AXON BODY - TAP REFRESH 1 - CAMERA	33	1	05/15/2027
BUNDLE - OFFICER SAFETY PLAN 10	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	4	1	05/15/2027
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	1	11/15/2027
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	250	1	11/15/2027
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	100	1	11/15/2028
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	260	1	11/15/2028
BUNDLE - OFFICER SAFETY PLAN 10	73310	AXON BODY - TAP REFRESH 2 - CAMERA	33	1	11/15/2029
BUNDLE - OFFICER SAFETY PLAN 10	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	4	1	11/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	12	01/15/2024	12/14/2024
Basic License Bundle	73640	AXON EVIDENCE - ECOM LICENSE - BASIC	12	01/15/2024	12/14/2024
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	45	01/15/2024	12/14/2024
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	15	01/15/2024	12/14/2024
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	27	01/15/2024	12/14/2024
BUNDLE - OFFICER SAFETY PLAN 10	101180	AXON TASER - DATA SCIENCE PROGRAM	32	12/15/2024	12/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	1	12/15/2024	12/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	32	12/15/2024	12/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	73638	AXON STANDARDS - LICENSE	32	12/15/2024	12/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	73680	AXON RESPOND PLUS - LICENSE	32	12/15/2024	12/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	320	12/15/2024	12/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	32	12/15/2024	12/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	32	12/15/2024	12/14/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	3	12/15/2024	12/14/2029
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	12/15/2024	12/14/2029

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	32
BUNDLE - OFFICER SAFETY PLAN 10	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	32	11/15/2025	12/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	11/15/2025	12/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	32	11/15/2025	12/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	6	11/15/2025	12/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	11/15/2025	12/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	11/15/2025	12/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	1	11/15/2025	12/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	32	11/15/2025	12/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	4	11/15/2025	12/14/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	708 West Third Street	Winslow	AZ	86047-3210	USA
2	708 West Third Street	Winslow	AZ	86047-3210	USA

Payment Details

Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront HW	H00001	AB4 Camera Bundle	3	\$2,547.00	\$205.03	\$2,752.03
Year 1	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	27	\$0.00	\$0.00	\$0.00
Year 1	BasicLicense	Basic License Bundle	12	\$0.00	\$0.00	\$0.00
Year 1	H00001	AB4 Camera Bundle	29	\$0.00	\$0.00	\$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 1	M00010	BUNDLE - OFFICER SAFETY PLAN 10	32	\$29,822.76	\$2,409.58	\$32,232.34
Year 1	ProLicense	Pro License Bundle	15	\$0.00	\$0.00	\$0.00
Year 1	ProLicense	Pro License Bundle	1	\$198.32	\$18.70	\$217.02
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	\$10,131.34	\$815.58	\$10,946.92
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$290.19)	(\$27.36)	(\$317.55)
Total				\$42,409.23	\$3,421.53	\$45,830.76

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00010	BUNDLE - OFFICER SAFETY PLAN 10	32	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	27	\$0.00	\$0.00	\$0.00
Year 2	BasicLicense	Basic License Bundle	12	\$0.00	\$0.00	\$0.00
Year 2	H00001	AB4 Camera Bundle	29	\$0.00	\$0.00	\$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 2	M00010	BUNDLE - OFFICER SAFETY PLAN 10	32	\$90,281.91	\$7,294.51	\$97,576.42
Year 2	ProLicense	Pro License Bundle	15	\$0.00	\$0.00	\$0.00
Year 2	ProLicense	Pro License Bundle	1	\$600.37	\$56.61	\$656.98
Total				\$90,882.28	\$7,351.12	\$98,233.40

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	27	\$0.00	\$0.00	\$0.00
Year 3	BasicLicense	Basic License Bundle	12	\$0.00	\$0.00	\$0.00
Year 3	H00001	AB4 Camera Bundle	29	\$0.00	\$0.00	\$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 3	M00010	BUNDLE - OFFICER SAFETY PLAN 10	32	\$90,281.91	\$7,294.51	\$97,576.42
Year 3	ProLicense	Pro License Bundle	1	\$600.37	\$56.61	\$656.98
Year 3	ProLicense	Pro License Bundle	15	\$0.00	\$0.00	\$0.00
Total				\$90,882.28	\$7,351.12	\$98,233.40

Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	27	\$0.00	\$0.00	\$0.00
Year 4	BasicLicense	Basic License Bundle	12	\$0.00	\$0.00	\$0.00
Year 4	H00001	AB4 Camera Bundle	29	\$0.00	\$0.00	\$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 4	M00010	BUNDLE - OFFICER SAFETY PLAN 10	32	\$90,281.91	\$7,294.51	\$97,576.42
Year 4	ProLicense	Pro License Bundle	1	\$600.37	\$56.61	\$656.98
Year 4	ProLicense	Pro License Bundle	15	\$0.00	\$0.00	\$0.00
Total				\$90,882.28	\$7,351.12	\$98,233.40

Nov 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 5	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	27	\$0.00	\$0.00	\$0.00
Year 5	BasicLicense	Basic License Bundle	12	\$0.00	\$0.00	\$0.00
Year 5	H00001	AB4 Camera Bundle	29	\$0.00	\$0.00	\$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 5	M00010	BUNDLE - OFFICER SAFETY PLAN 10	32	\$90,281.91	\$7,294.42	\$97,576.33
Year 5	ProLicense	Pro License Bundle	1	\$600.37	\$56.63	\$657.00
Year 5	ProLicense	Pro License Bundle	15	\$0.00	\$0.00	\$0.00
Total				\$90,882.28	\$7,351.05	\$98,233.33

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-309595, Q-311873, Q-358921

Agency is terminating those contracts effective 12/15/2024 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

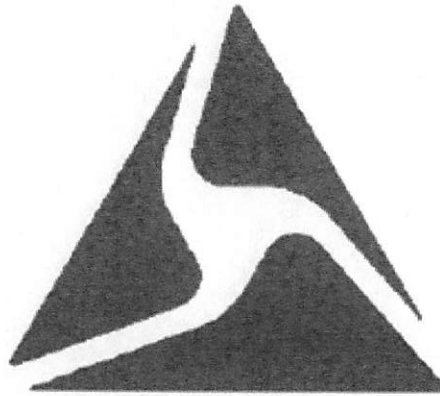
The parties agree that Axon is applying a Net Transfer Debit of \$9,841.15

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing contract Q-187227 +Q-203429. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

9/13/2024





Winslow Police Department

708 W. Third Street
Winslow Arizona 86047
(928) 289-1433
Franklin Caldwell Sr., Chief of Police



Date: September 13, 2024

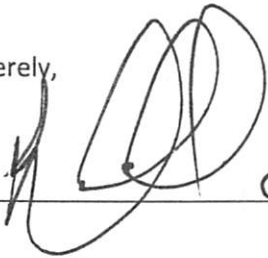
To: Axon Enterprise, Inc.

Let this letter serve as our intent to enter into a five-year agreement with Axon for products and services. As part of this agreement, we plan on purchasing 33 (QTY) TASER 10 firearms for use by the sworn members of our Police Department.

This agreement has been documented under Axon quote number **Q-599360-45548.635DB**. The quote covers a period of performance of 60 months with a total cost of \$ \$438,764.29.

These TASER 10 firearms will be for official agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.

Sincerely,

 CHIEF OF POLICE

"Committed to Superior Service"

Mayor
Roberta W. Cano

(928) 289-2422



Council Members
Peter Cake
Samantha Crisp
James MacLean
Darcey McKee
Melissa Nelson
Daniel Tafoya

Discover Winslow-A City in Motion

AGENDA DATE: September 24, 2024
TO: Honorable Mayor and City Council
FROM: David Coolidge, City Manager
SUBJECT: Agreement with Historic Route 66 Association of Arizona

RECOMMENDATION

That Mayor and Council by motion approve the agreement between the City of Winslow and The Historic Route 66 Association of Arizona for the dedication of public land and building of Route 66 Monument.

DISCUSSION

The Historic Route 66 Association of Arizona wishes to collaborate on the construction of a Twin Arrows monument to honor the legacy and importance of the landmark and Route 66 to the area and its people. The Association agrees to cover all engineering and construction costs of the monument and then transfer ownership upon completion. The City agrees to provide construction management, provide the land, and maintain the monument for as long as it remains in good condition. The location of the monument is in between the Winslow Public Library and Eagle Pavilion.

IMPACT ON BUDGET:

No impact on the budget.

Respectfully submitted,

David Coolidge

David Coolidge
City Manager

Reviewed By:

Finance Director

City Attorney

**AGREEMENT
BETWEEN THE CITY OF WINSLOW
AND
THE HISTORIC ROUTE 66 ASSOCIATION OF ARIZONA
FOR THE DEDICATION OF PUBLIC LAND
AND BUILDING OF ROUTE 66 MONUMENT**

This Agreement is entered into by and between the City of Winslow, Arizona, an Arizona municipal corporation ("City") and the Historic Route 66 Association of Arizona, an Arizona nonprofit organization, (the "Association"). Collectively, the City and the Association are referred to as the "Parties" in this Agreement.

RECITALS

WHEREAS, the City of Winslow and the Historic Route 66 Association of Arizona recognize the historical and cultural significance of Route 66, which has played a vital role in shaping the identity and heritage of the region; and

WHEREAS, 2026 will mark 100th anniversary of Route 66;

WHEREAS, in recognition of this milestone, the City and the Association have agreed to collaborate on the construction of a monument to honor the legacy and importance of Route 66 to the area and its people;

NOW, THEREFORE, in consideration of the mutual covenants between the Parties, it is agreed as follows:

1. **DURATION OF AGREEMENT:** This Agreement shall be effective upon the date of the last signature below ("Execution Date") and shall continue until the completion of construction and as long as the City maintains the monument as provided in Section 2.1.
2. **RESPONSIBILITIES OF THE PARTIES:**

2.1 City.

- a. Monument Construction Management. The City agrees to manage the construction of a monument ("Monument") to be located on City-owned land at 523 W. Second Street, Winslow, AZ 86047.
- b. Provision of Land. The City shall provide the land necessary for the placement of the Monument.
- c. Maintenance of the Monument. The City shall be responsible for the maintenance of the Monument for as long as it remains in good condition and the costs of maintenance are reasonable, as determined solely by the City. However, the City's obligation to maintain the Monument may be discontinued when it is no longer commercially feasible or practical to do so, or up to fifteen (15) years after the Execution Date of this Agreement,

whichever occurs first. When the City's obligation to maintain the Monument ends, the City will give the Association the option to assume ownership and maintenance of the Monument in its current location, subject to the City's prior written approval and the Association's agreement to maintain it to a safe and visually appealing standard.

2.2 Association.

- a. Engineering Costs. The Association shall cover all engineering costs associated with the design and construction of the Monument.
 - b. Construction Costs. The Association shall be responsible for all costs related to the construction of the Monument, including but not limited to materials, labor, and any related expenses.
 - c. Transfer of Ownership. Upon completion of the construction of the Monument, the Association shall gift the Monument to the City, thereby transferring all ownership rights to the City.
3. COMPLIANCE WITH LAWS: The Association shall be responsible for compliance with all applicable federal, state, and local laws and regulations.
 4. CANCELLATION: The City may terminate this Agreement pursuant to A.R.S. § 38-511.
 5. ENTIRE CONTRACT; AMENDMENTS: This Agreement represents the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended except through an appropriate writing signed by both parties.
 6. ASSIGNMENT PROHIBITED: The Association shall not assign any rights acquired hereby, without first obtaining the written consent of the City.
 7. NO DISCRIMINATION: Neither The Association nor its employees or agents will discriminate on the basis of race, religion, handicap, gender, or national origin in hosting the Event.
 8. IMMIGRATION LAW WARRANTY: The Association warrants compliance with federal immigration law and use of E-Verify. The immigration law warranty set forth in A.R.S. § 44-14401 is incorporated herein by reference in full. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.
 9. CONTROLLING LAW. This Agreement is governed by the laws of the State of Arizona.
 10. LITIGATION. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under

this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

11. **TERMINATION.** The City may terminate this Agreement if the Monument falls into disrepair and the cost of maintenance becomes commercially unreasonable, or if the City determines that the Monument is no longer in good condition. Either party may terminate this Agreement for convenience, without cause, by providing the other party with at least 60 days' written notice of its intent to terminate. Upon termination for convenience, the Association shall be responsible for any outstanding costs incurred up to the date of termination, and the City shall cease all construction and maintenance activities related to the Monument.

Either party may terminate this Agreement for cause if the other party materially breaches any term or condition of this Agreement and fails to remedy such breach within 30 days of receiving written notice of the breach from the non-breaching party. If the Agreement is terminated for cause, the breaching party shall be responsible for all costs and damages incurred by the non-breaching party as a result of the termination.

Upon termination of this Agreement, whether for convenience or for cause, all rights and obligations of the parties under this Agreement shall cease, except for any obligations that expressly survive termination, including the Association's responsibility to cover any outstanding costs.

12. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, and each shall be deemed to possess the full force and effect of the original.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Execution Date below.

For The Association

Historic Route 66 Association of Arizona
an Arizona nonprofit organization

Nikki Seegers
(Signature)

Nikki Seegers
Print Name

Director of Operations
Title

9/17/24
Date

For the City

City of Winslow, an Arizona municipal
corporation

By _____
Roberta Cano, Mayor

Date

ATTEST:

By _____
Suzy Wetzel, City Clerk

APPROVED AS TO FORM:

By _____
Trish Stuhan, Pierce Coleman PLLC
City Attorney

2

CITY OF WINSLOW
Attn: Suzy Wetzel, City Clerk
21 Williamson Avenue
Winslow, Arizona 86047

NOTICE OF ASSESSMENT AND RESULTING LIEN ON REAL PROPERTY

City of Winslow, Arizona

**DO NOT REMOVE
THIS IS PART OF THE OFFICIAL DOCUMENT**

The Notice of Assessment and Resulting Lien on Real Property
is being re-recorded to correct

1. The parcel number included in Paragraph 2 to be Parcel #
103-17-013C; and
2. Correct the total amount of unpaid assessments and
incidental costs to be \$309,714.30.

2019-04863

Page 1 of 3

Requested By: CITY OF WINSLOW

Navajo County Recorder - Doris Clark

04-11-2019 10:51 AM Recording Fee \$8.00

When Recorded send to:

City of Winslow
City Clerk
21 Williamson Avenue
Winslow, AZ 86047

COVER SHEET

NOTICE OF ASSESSMENT AND RESULTING LEIN ON REAL PROPERTY

City of Winslow, Arizona

When Recorded Return to:

City of Winslow
City Clerk
21 Williamson Avenue
Winslow, AZ 86047

NOTICE OF LIEN

1. The City of Winslow, an Arizona municipal corporation (the "City"), acting by and through its undersigned City Inspector, hereby gives notice that in accordance with Ariz. Rev. Stat. § 9-499, as amended and Winslow City Code § 8.20-110 the City has a continuing lien upon real property described below in Section 2 of this Notice of Lien for assessments and incidental costs.

2. The real property upon which the City has and hereby claims a lien (the "Property") is legally described as follows:

Legal Description:	A and P Addition Lot 2 Block 2
Parcel #:	103-17-01C
Address of Property (approx.)	104 W. First Street, Winslow, AZ 86047

3. As of the date of this Notice of Line, the total amount of unpaid assessments and incidental cost due to the City with respect to the Property are **\$319,714.30** to incur interest at 10 percent per annum until paid.

4. Information regarding the amount of the assessment and incidental costs payable to the City may be obtained by contacting the City at the following address: City of Winslow, 21 Williamson Avenue, Winslow, Arizona 85323, Attention: City Inspector.

5. In accordance with the applicable state statutes and city codes, this lien is favor of the City upon the Property is prior and superior to all other liens, obligations, mortgages or other encumbrances, except liens for general

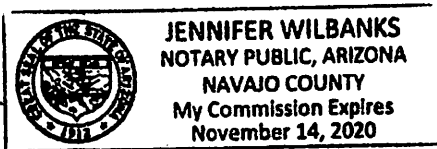
taxes and the City shall not be obligated to record a release of such lien until all amounts due to the City with respect to the Property are paid in full.

Dated this 8th day of April, 2019

Marshall Larsen
Marshall Larsen, City Inspector
City of Winslow

State of Arizona)
) ss.
County of Navajo)

SUBSCRIBED AND SWORN TO before me on this 8th day of April, 2019, by Marshall Larsen, City Inspector of the City of Winslow, Arizona, an municipal corporation, on behalf of the City of Winslow.



Jennifer Wilbanks
Notary Public in and for the State of Arizona

Mayor
Roberta W. Cano

(928) 289-2422



Council Members
Peter Cake
Samantha Crisp
James MacLean
Darcey McKee
Melissa Nelson
Daniel Tafoya

Discover Winslow-A City in Motion

AGENDA DATE: September 24, 2024
TO: Honorable Mayor and City Council
FROM: David Coolidge, City Manager
SUBJECT: Resolution Number 1957 – Adoption of the 2024 Navajo County Multi-Jurisdictional Hazard Mitigation Plan.

RECOMMENDATION

That Mayor and Council by motion approve Resolution Number 1957 adopting the 2024 Navajo County Multi-Jurisdiction Hazard Mitigation Plan.

DISCUSSION

The City of Winslow is a participating jurisdiction in the creation of the Navajo County Multi-Jurisdictional Hazard Mitigation Plan. The plan is reviewed by the Arizona Department of Emergency and Military Affairs and FEMA for completeness. After all jurisdictions provided the most recent update to Navajo County, both DEMA and FEMA found the plan to be complete. The plan must now be adopted by resolution by all participating jurisdictions to be considered approved by FEMA.

IMPACT ON BUDGET:

No impact on the budget.

Respectfully submitted,

David Coolidge

David Coolidge
City Manager

Reviewed By:

Finance Director

City Attorney

RESOLUTION NO. 1957

A RESOLUTION OF THE COUNCIL OF THE CITY OF WINSLOW, ARIZONA, AUTHORIZING THE ADOPTION OF THE 2024 NAVAJO COUNTY HAZARD MITIGATION PLAN UPDATE

WHEREAS, all jurisdictions within Navajo County have exposure to natural hazards that increase the risk to life, property, environment, the County and local economy; and

WHEREAS, the Disaster Mitigation Act of 2000 (Public Law 106-390) established requirements for pre and post disaster hazard mitigation programs; and

WHEREAS, a coalition of Navajo County municipalities with like planning objectives has been formed to pool resources and create consistent mitigation strategies within Navajo County; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF WINSLOW as follows:

SECTION 1. Adopts in its entirety, the 2024 Navajo County Hazard Mitigation Plan (the “Plan”) as the jurisdiction’s Natural Hazard Mitigation Plan, and resolves to execute the actions identified in the Plan that pertain to this jurisdiction.

SECTION 2. Will use the adopted and approved portions of the Plan to guide pre- and post-disaster mitigation of the hazards identified.

SECTION 3. Will coordinate the strategies identified in the Plan with other planning programs and mechanisms under its jurisdictional authority.

SECTION 4. Will continue its support of the Mitigation Planning Committee as described within the Plan.

SECTION 5. Will help to promote and support the mitigation successes of all participants in this Plan.

SECTION 6. Will incorporate mitigation planning as an integral component of government and partner operations.

SECTION 7. Will provide an update of the Plan in conjunction with the County no less than every five years.

PASSED AND ADOPTED by the Mayor and Council of the City of Winslow, this 24th day of September, 2024.

Roberta W. Cano, Mayor

ATTEST:

Suzy Wetzel, City Clerk

APPROVED AS TO FORM:

Trish Stuhan, City Attorney

ORDINANCE NO. 1421

AN ORDINANCE OF THE COUNCIL OF THE CITY OF WINSLOW, ARIZONA, AMENDING THE WINSLOW MUNICIPAL CODE, TITLE 5 BUSINESS LICENSES AND REGULATIONS, BY AMENDING 5.12 PEDDLERS, CANVASSERS, SOLICITORS AND TRANSIENT MERCHANTS BY AMENDING SECTION 5.12.010 LICENSE AND PERMIT REQUIRED; 5.12.030 EXEMPTIONS; REPEALING SECTION 5.12.060 SOLICITATION BY CHARITABLE, RELIGIOUS, PATRIOTIC OR PHILANTHROPIC ORGANIZATION; ADDING A NEW SECTION 5.12.060 LICENSE FEES; AND ADDING A NEW CHAPTER 5.13 MOBILE FOOD VENDORS RELATED TO THE REGULATION OF MOBILE FOOD VENDORS; ESTABLISHING A PURPOSE; SETTING FORTH DEFINITIONS; PROVIDING FOR PERMIT REQUIREMENTS; ESTABLISHING OPERATIONAL REQUIREMENTS; AND SETTING FORTH VIOLATIONS; 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 5, Business Licenses and Regulations, Chapter 12, Peddlers, Canvassers, Solicitors and Transient Merchants; and

WHEREAS, the City Council of the City of Winslow desires to amend Title 5, Business Licenses and Regulations, by adding a new Chapter 5.13, Mobile Food Vendors; and

WHEREAS, the City is authorized to enact and enforce regulations and zoning codes on peddlers and mobile food vendors that are not otherwise prohibited by law; and

WHEREAS, the City is authorized to regulate mobile food vendors pursuant to applicable law, including Arizona Revised Statutes §§ 9-485, 9-485.01, 9-485.02, and 36-1761; and

WHEREAS, the City recognizes that mobile food vendors create opportunities for economic development and can provide affordable, food at a variety of locations and events; and

WHEREAS, with these regulations, the City ensures that peddlers and mobile food vendors comply with applicable law, including business regulations, building, health, and sanitation codes, as applicable; and

WHEREAS, the City seeks to minimize potential traffic safety threats by mobile food vendors who may impede the free flow of traffic, distract vehicle operators from observing traffic regulations, obstruct the view of pedestrians and vehicle operators, and encourage pedestrians who wish to inquire about services to cross the street in an unsafe and illegal manner; and

WHEREAS, the City Council has determined that it is in the best interest of the City and of the health, safety and welfare of its citizens to enact reasonable regulation for peddlers,

canvassers, solicitors, transient merchants, and mobile food vendors to require compliance with minimum standards for safety and security; and

WHEREAS, that certain document entitled “City of Winslow Peddlers and Mobile Food Vendors Code Update, September 24, 2024” one paper copy and one electronic copy of which are on file with the City Clerk, is hereby declared a public record and said copies are ordered to remain on file with the Clerk.

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Winslow, Arizona as follows:

Section I. In General.

The Code of Winslow, Arizona, is amended, to read as set forth in “City of Winslow Peddlers and Mobile Food Vendors Code Update, September 24, 2024” which is hereby adopted and incorporated by reference and attached hereto as Exhibit A.

Section II. 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 III. 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 IV. Providing for Penalties.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this chapter shall be deemed, upon conviction thereof, guilty of a Class 1 misdemeanor. Each day that such violation shall continue shall constitute a separate offense.

PASSED AND ADOPTED by the Council of the City of Winslow, Arizona, this 24th day of September, 2024.

Roberta W. Cano, Mayor

ATTEST:

Suzy Wetzel, City Clerk

APPROVED AS TO FORM:

Trish Stuhan, City Attorney

EXHIBIT A

[On File With the City Clerk at 102 E. Third Street, Winslow, AZ 86047]

EXHIBIT A

City of Winslow Peddlers and Mobile Food Vendors Code Update September 24, 2024

The Winslow Municipal Code, Title 5, Business Licenses and Regulations, Chapter 5.12 – Peddlers, Canvassers, Solicitors and Transient Merchants is hereby amended to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

CHAPTER 5.12 PEDDLERS, CANVASSERS, SOLICITORS AND TRANSIENT MERCHANTS

Sections:

- 5.12.010 License and Permit Required
- 5.12.020 Definitions
- 5.12.030 Exemptions
- 5.12.040 Applications for License and Permit
- 5.12.050 Ice Cream Truck Vendors
- ~~5.12.060 Solicitation by Charitable, Religious, Patriotic or Philanthropic Organizations~~
- 5.12.0760 License Fees
- 5.12.0870 Posting of License–Issuance of Identification Cards to Licensees and Agents
- 5.12.0980 Location of Peddlers for Transaction of Business Regulated
- 5.12.40090 Creation of Undue Noise Prohibited
- 5.12.1400 Enforcement–Record of Licenses Issued and Violations Reported
- 5.12.1210 Revocation of License and Permit
- 5.12.1320 Appeal from Denial or Revocation of License–Notice and Hearing
- 5.12.1430 Peddling on Posted Premises or Refusal to Leave Premises upon Request Prohibited
- 5.12.1540 Violation–Penalty

5.12.010 License and Permit Required

Subject to the provisions of ARS 3-563, it is unlawful for any peddler, solicitor, canvasser, transient merchant, or itinerant vendor, as the same are herein defined, to engage in such business within the corporate limits of the City without first obtaining a permit and license therefor in compliance with the provisions of this chapter. ALL SALES MUST BE CONDUCTED WITHIN THE COMMERCIAL ZONE OF THE CITY UNLESS OTHERWISE EXEMPT.

* * *

5.12.030 Exemptions

The terms of this chapter do not include the acts of persons selling personal property at wholesale to dealers in such property, nor to newsboys, students on school class projects, boy scouts, girl scouts, local church groups, nor to acts of merchants or their employees in delivering goods in the

regular course of business. Nothing contained in this chapter prohibits any sale required by statute or by order of any court or prevents any person from conducting a bona fide auction sale pursuant to law. This chapter INCLUDES RESIDENTS OF THE CITY ENGAGED IN REGULAR OR CONTINUOUS FOOD SALES but excludes residents of the City engaged IN OCCASIONAL OR TEMPORARY food or novelty item sales. ~~This chapter also excludes canvassers, solicitors and transient merchants who go door-to-door (house to house) from requirement that all sales must be done within the Commercial Zone of the City.~~ DOOR-TO-DOOR SALES BY CANVASSERS, SOLICITORS AND TRANSIENT MERCHANTS ARE EXEMPT FROM THE REQUIREMENT THAT ALL SALES MUST BE CONDUCTED IN THE COMMERCIAL ZONE OF THE CITY.

* * *

5.12.060 Solicitation by Charitable, Religious, Patriotic or Philanthropic Organizations

~~Any organization, society, association or corporation desiring to solicit or have solicited in its name money, donations of money or property, or financial assistance of any kind, or desiring to sell or distribute any item of literature or merchandise to persons other than members of such organizations upon the streets, in office or business buildings, by house to house canvass or in public places for a charitable, religious, patriotic or philanthropic purpose exclusively shall be exempt from the provisions of Sections 5.12.010 and 5.12.040; provided there is filed an application on a form to be furnished by the City Finance Director which shall give the following information:~~

- ~~A. Name and purpose of the cause for which the permit is sought;~~
- ~~B. Names and addresses of the officers and directors of the organization;~~
- ~~C. Period during which the solicitation is to be carried on;~~
- ~~D. Whether or not any commissions, fees, wages or emolument are to be expended in connection with such solicitation and the amount thereof.~~

~~Upon being satisfied that such organization, association or corporation is a religious, charitable, patriotic or philanthropic organization, the Finance Director shall issue a permit without charge to such organization, association or corporation to solicit in the City. Such organization, association or corporation shall furnish all of its members, agents or representatives conducting solicitations identification cards stating the name of the organization, the name of the agent, and the purpose of the solicitation.~~

5.12.070 5.12.060 License Fees.

All peddlers, solicitors, canvassers, transient merchants, itinerant merchants, and itinerant vendors shall:

- A. Submit application to the City AND ALLOW AT LEAST (seventy-two (72) hours FOR processing time).

- B. REGISTER THE BUSINESS PURSUANT TO THIS CHAPTER AND OBTAIN A SALES TAX LICENSE AND REMIT CITY SALES TAX IN COMPLIANCE WITH THE APPROPRIATE SECTIONS OF STATE LAW.
- C. IF APPLICABLE, PRODUCE A CERTIFICATE OF HEALTH OR SANITARY EXAMINATION FOR THE OPERATION OF SUCH BUSINESS.
- ~~B. Furnish fingerprints to be taken by City staff and a government issued photo identification for copying by City staff at the time of application.~~
- ~~C. Pay a one (1) time processing fee of twenty five dollars (\$25.00) for each peddler, solicitor, canvasser, transient merchant, itinerant merchant and itinerant vendor.~~
- D. Pay a daily license fee of ten dollars (\$10.00) or an annual fee of fifty dollars (\$50.00).
- ~~E. Conduct all sales within the Commercial Zone of the City.~~
- EF. Provide written authorization from the property owner approving sales on the owner's property.

~~5.12.080~~ **5.12.070 Posting of License—Issuance of Identification Cards to Licensees and Agents**

~~5.12.090~~ **5.12.080 Location of Peddlers for Transaction of Business Regulated**

~~5.12.100~~ **5.12.090 Creation of Undue Noise Prohibited**

~~5.12.110~~ **5.12.100 Enforcement—Record of Licenses Issued and Violations Reported**

~~5.12.120~~ **5.12.110 Revocation of License and Permit**

~~5.12.130~~ **5.12.120 Appeal from Denial or Revocation of License—Notice and Hearing**

~~5.12.140~~ **5.12.130 Peddling on Posted Premises or Refusal to Leave Premises upon Request Prohibited**

~~5.12.150~~ **5.12.140 Violation—Penalty**

The Winslow Municipal Code, Title 5, Business Licenses and Regulations, is hereby amended to add a new Chapter 5.13 – Mobile Food Vendors to read as follows (additions in ALL CAPS; deletions in strikeout):

CHAPTER 5.13 MOBILE FOOD VENDORS

SECTION 5.13.010 PURPOSE

SECTION 5.13.020 DEFINITIONS

SECTION 5.13.030 COMPLIANCE WITH STATE LICENSING REQUIREMENTS

SECTION 5.13.040 PERMIT REQUIREMENTS

SECTION 5.13.050 OPERATIONAL REQUIREMENTS

SECTION 5.13.060 VIOLATIONS; SUSPENSION; REVOCATION

SECTION 5.13.010 PURPOSE.

THIS CHAPTER IS ADOPTED TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY OF THE CITY BY ENACTING REASONABLE REGULATION FOR MOBILE FOOD VENDORS, THEIR EMPLOYEES, AGENTS, LESSEES, OR INDEPENDENT CONTRACTORS BY REQUIRING COMPLIANCE WITH MINIMUM STANDARDS FOR SAFETY AND SECURITY.

SECTION 5.13.020 DEFINITIONS.

THE BELOW WORDS AND PHRASES, WHEREVER USED IN THIS CHAPTER SHALL BE CONSTRUED AS DEFINED IN THIS SECTION UNLESS, CLEARLY FROM THE CONTEXT, A DIFFERENT MEANING IS INTENDED. WORDS USED IN THE PRESENT TENSE INCLUDE THE FUTURE TENSE, WORDS IN THE PLURAL NUMBER INCLUDE THE SINGULAR NUMBER, AND WORDS IN THE SINGULAR NUMBER INCLUDE THE PLURAL NUMBER.

A. “*APPLICANT*” MEANS THE PERSON WHO APPLIES FOR A PERMIT PURSUANT TO THIS CHAPTER.

B. “*CONTROLLING PERSON*” MEANS A NATURAL PERSON WHO EITHER (A) HAS A TEN PERCENT (10%) OR GREATER INTEREST IN THE OWNERSHIP OR EARNINGS OF THE BUSINESS, OR (B) IS ANY OF THE FOLLOWING:

1. AN OFFICER, DIRECTOR, OR ANY STOCKHOLDER WHO OWNS TEN PER CENT (10%) OR MORE, OF A CORPORATION PERMITTEE/APPLICANT;
2. A GENERAL PARTNER OF A LIMITED PARTNERSHIP PERMITTEE/APPLICANT OR PARTNER OF A NON-LIMITED PARTNERSHIP PERMITTEE/APPLICANT;
3. AN OFFICER, PRESIDENT, OR SECRETARY OF A LIMITED LIABILITY COMPANY/CORPORATION PERMITTEE/APPLICANT;
OR
4. THE SOLE PROPRIETOR OF A SOLE PROPRIETORSHIP PERMITTEE/APPLICANT.

C. “*DESIGNATED AGENT*” MEANS THE PERSON DESIGNATED BY THE PERMITTEE/APPLICANT TO RECEIVE NOTICES FROM THE CITY PURSUANT TO THIS CHAPTER.

D. “*LEGAL PARKING SPACE*”:

1. MEANS AN AREA DESIGNATED FOR VEHICLE PARKING IN THE CITY RIGHT-OF-WAY THAT MAY BE PAVED OR UNPAVED AND MAY BE DELINEATED BY ROAD SURFACE MARKINGS.

2. DOES NOT INCLUDE A PARKING SPACE IN A PARKING LOT ON PROPERTY OWNED BY THE CITY.

E. “*MOBILE FOOD UNIT*” MEANS A FOOD ESTABLISHMENT THAT IS LICENSED BY THIS STATE, THAT IS READILY MOVABLE AND THAT DISPENSES FOOD OR BEVERAGES FOR IMMEDIATE SERVICE AND CONSUMPTION AND OTHER INCIDENTAL RETAIL ITEMS FROM ANY VEHICLE AS DEFINED IN ARIZONA REVISED STATUTES SECTION 28-101.

F. “*MOBILE FOOD VENDOR*” MEANS ANY PERSON WHO OWNS, CONTROLS, MANAGES OR LEASES A MOBILE FOOD UNIT OR CONTRACTS WITH A PERSON TO PREPARE FOODS AND VEND FROM, DRIVE, OR OPERATE A MOBILE FOOD UNIT.

G. “*PERMITTEE*” MEANS THE PERSON WHO APPLIED FOR A PERMIT PURSUANT TO THIS CHAPTER AND IN WHOSE NAME SUCH PERMIT WAS ISSUED BY THE CITY PURSUANT TO THIS CHAPTER.

H. “*PERSON*” MEANS AN INDIVIDUAL, PARTNERSHIP, CORPORATION, ASSOCIATION OR ANY OTHER ENTITY OF WHATEVER KIND OR NATURE.

I. “*RIGHT-OF-WAY*” MEANS AS DEFINED IN TITLE 16, CHAPTER 16.06, SECTION 16.06.020 OF THE CITY CODE.

J. “*SEMI-PERMANENT STRUCTURE*” MEANS EQUIPMENT, OR ANY DINING AREA, INCLUDING, BUT NOT LIMITED TO, TABLES, CHAIRS, BOOTHS, BAR STOOLS, BENCHES, AND STANDUP COUNTERS.

SECTION 5.13.030 COMPLIANCE WITH STATE LICENSING REQUIREMENTS.

IT SHALL BE UNLAWFUL FOR ANY PERSON TO OPERATE A MOBILE FOOD UNIT OR ACT AS A MOBILE FOOD VENDOR WITHOUT HAVING FIRST OBTAINED A VALID LICENSE FROM THE STATE OF ARIZONA DEPARTMENT OF HEALTH SERVICES PURSUANT TO A.R.S. § 36-1761.

SECTION 5.13.040 PERMIT REQUIREMENTS.

A. IT SHALL BE UNLAWFUL FOR A PERSON TO OPERATE A MOBILE FOOD UNIT AT ANY LOCATION WITHIN THE CITY WITHOUT OBTAINING A PERMIT FROM THE COMMUNITY DEVELOPMENT DIRECTOR OR DESIGNEE IN ACCORDANCE WITH CITY CODE. THE MOBILE FOOD VENDOR SHALL COMPLY WITH THE REQUIREMENTS OF THIS CHAPTER.

- B. A PERMIT ISSUED PURSUANT TO THIS CHAPTER, INCLUDING A RENEWAL OF A PERMIT, IS VALID FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF ISSUANCE IF THE MOBILE FOOD VENDOR IS IN COMPLIANCE WITH THIS CHAPTER. THE PERMIT IS NONTRANSFERABLE.

SECTION 5.13.050 OPERATIONAL REQUIREMENTS.

- A. IT IS UNLAWFUL FOR ANY PERSON TO OPERATE A FOOD TRUCK THAT DOES NOT MEET THE REQUIREMENTS IN THIS SECTION.
- B. FIRE SAFETY AND INSPECTION. A MOBILE FOOD VENDOR MUST ENSURE THAT ALL MOBILE FOOD UNITS COMPLY WITH THE VERSION OF THE INTERNATIONAL FIRE CODE IN EFFECT AT THE TIME WHEN THE PERMIT IS ISSUED, STATE LAW, AND THE CITY CODE RELATING TO FIRE AND EXPLOSION SAFETY STANDARDS.
- C. A MOBILE FOOD UNIT(S) SHALL BE INSPECTED BY THE CITY'S FIRE DEPARTMENT, OR THE MOBILE FOOD VENDOR SHALL PROVIDE EVIDENCE THAT THE MOBILE FOOD UNIT PASSED A FIRE INSPECTION BY ANOTHER CITY OR TOWN FIRE DEPARTMENT IN THIS STATE WITHIN THE PRECEDING TWELVE (12) MONTHS.
- D. REFUSE, TRASH AND LITTER MAINTENANCE.

A MOBILE FOOD UNIT SHALL:

- 1. PROVIDE A MINIMUM OF ONE FIFTEEN (15) GALLON TRASH RECEPTACLE WITHIN FIFTEEN (15) FEET OF EACH INDIVIDUAL MOBILE FOOD UNIT FOR CUSTOMERS AND EMPLOYEES;
 - 2. MAINTAIN AN AREA AROUND THE MOBILE UNIT CLEAR OF LITTER, GARBAGE, RUBBLE, AND DEBRIS; AND
 - 3. TRANSPORT THE TRASH FROM THE AREA OF OPERATION TO AN AUTHORIZED WASTE DISPOSAL LOCATION.
- E. NOISE RESTRICTIONS. NOISE LEVELS FROM MOBILE FOOD UNITS SHALL NOT EXCEED THE CITY'S NOISE ORDINANCE STANDARDS PURSUANT TO SECTION 9.08.020.
- F. SECURITY.
 - 1. THE MOBILE FOOD UNIT AND THE SURROUNDING VENDING AREA SHALL BE MAINTAINED IN A SAFE AND CLEAN MANNER AT ALL TIMES.

2. A MOBILE FOOD UNIT SHALL HAVE ADEQUATE LIGHTING TO ENSURE CUSTOMER SAFETY IN THE VENDING AREA. LIGHTING SHALL BE DIRECTED DOWNWARDS AND AWAY FROM RIGHTS-OF-WAY AND ADJACENT PROPERTIES.
3. THE MOBILE FOOD UNIT AND ITS CUSTOMERS SHALL NOT OBSTRUCT THE MOVEMENT OF PEDESTRIANS OR OTHER VEHICLES USING THE SIDEWALK, STREET, ALLEY, OR OTHER PUBLIC RIGHT-OF-WAY.

G. INSURANCE.

1. IF THE MOBILE FOOD UNIT OPERATES AN EVENT SPONSORED BY THE CITY OR OPERATES ON PUBLIC PROPERTY, INCLUDING RIGHTS-OF-WAY OR PROPERTY OWNED BY THE CITY, THE MOBILE FOOD VENDOR SHALL OBTAIN INSURANCE NAMING THE CITY AS AN ADDITIONAL INSURED IN AMOUNTS AS REQUIRED BY THE CITY AND IN ACCORDANCE WITH THE REQUIREMENTS OF A.R.S. TITLE 9, CHAPTER 4, ARTICLE 7.2.
2. THE INSURANCE COMPANY ISSUING THE POLICY SHALL BE AUTHORIZED TO ISSUE COMMERCIAL LIABILITY POLICIES IN ARIZONA BY THE ARIZONA DEPARTMENT OF INSURANCE.
3. THE POLICY SHALL DESIGNATE BY MANUFACTURER'S SERIAL OR IDENTIFICATION NUMBER ALL MOBILE FOOD UNITS FOR WHICH COVERAGE IS GRANTED.
4. THE POLICY SHALL INSURE THE PERSON NAMED IN THE POLICY AND ANY OTHER PERSON USING THE MOBILE FOOD VENDOR WITH THE EXPRESS OR IMPLIED PERMISSION OF THE NAMED INSURED AGAINST ANY LIABILITY ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OR USE OF THE MOBILE FOOD UNIT IN ARIZONA.

H. LOCATION. A MOBILE FOOD VENDOR SHALL OPERATE A MOBILE FOOD UNIT ONLY IN COMMERCIAL ZONING DISTRICTS IN ACCORDANCE WITH THE CITY ZONING CODE AND SUBJECT TO THE FOLLOWING LIMITATIONS AND CONDITIONS:

1. RESIDENTIAL AREA. A MOBILE FOOD VENDOR SHALL NOT OPERATE IN AN AREA ZONED FOR RESIDENTIAL USE OR WITHIN TWO HUNDRED FIFTY (250) FEET OF AN AREA ZONED FOR RESIDENTIAL USE, EXCEPT:
 - a. A MOBILE FOOD VENDOR SELLING ONLY ICE CREAM MAY OPERATE ON PUBLIC RIGHTS-OF-WAY IN AREAS ZONED FOR RESIDENTIAL USE; OR

- b. SUBJECT TO APPLICABLE LAWS AND THE CITY CODE, A MOBILE FOOD VENDOR MAY OPERATE ON PRIVATE PROPERTY OUTSIDE OF THE PUBLIC-RIGHT-OF-WAY IN A RESIDENTIAL AREA IF THE MOBILE FOOD VENDOR OBTAINS A SEPARATE AGREEMENT WITH THE PROPERTY OWNER TO OPERATE A MOBILE FOOD UNIT FOR A MAXIMUM OF SIX (6) HOURS WITHIN A TWENTY-FOUR (24) HOUR PERIOD ON THE PRIVATE PROPERTY.
- 2. CITY-OWNED PROPERTY. A MOBILE FOOD VENDOR SHALL ONLY OPERATE IN A LEGAL PARKING SPACE. IF THE MOBILE FOOD VENDOR DESIRES TO OPERATE ON CITY PROPERTY OTHER THAN A LEGAL PARKING SPACE IN A RIGHT-OF-WAY, THE MOBILE FOOD VENDOR SHALL OBTAIN FROM THE CITY:
 - a. A SEPARATE LICENSING FOR USE, SERVICES CONTRACT, OR SIMILAR AGREEMENT, WHICH WILL BE ENTERED INTO AT THE CITY'S SOLE DISCRETION AND APPLICABLE LAW; OR
 - b. A SPECIAL EVENT PERMIT OR SIMILAR PERMISSION IN ACCORDANCE WITH THE CITY CODE.
- 3. PRIVATE PROPERTY. A MOBILE FOOD VENDOR SHALL OBTAIN WRITTEN PERMISSION TO USE ANY PRIVATE PROPERTY WHERE A MOBILE FOOD UNIT IS OPERATING AND SHALL PROVIDE PROOF OF SUCH WRITTEN PERMISSION ON DEMAND BY THE CITY.
- 4. NOTWITHSTANDING THE PERMISSION OF A PERSON OWNING OR HAVING LAWFUL CONTROL OF PRIVATE REAL PROPERTY, A MOBILE FOOD UNIT SHALL NOT REMAIN IN ONE LOCATION ON PRIVATE PROPERTY FOR LONGER THAN NINETY-SIX (96) CONSECUTIVE HOURS, UNLESS THE CITY GRANTS PERMISSION FOR A PERMITTED EVENT GREATER THAN FOUR (4) DAYS. "ONE LOCATION" WITHIN THIS SUBSECTION MEANS A LOCATION WITHIN A PARCEL OF LAND AND INCLUDES MOVEMENTS FROM DIFFERENT PARKED POSITIONS WITHIN THE SAME PARCEL.
- 5. AIRPORTS/PUBLIC TRANSIT. MOBILE FOOD VENDORS SHALL NOT OPERATE AT ANY CITY AIRPORT OR PUBLIC TRANSIT FACILITY UNLESS THE MOBILE FOOD VENDOR HAS ENTERED INTO A SEPARATE LICENSING FOR USE AGREEMENT OR SIMILAR SERVICES AGREEMENT WITH THE CITY, WHICH THE CITY WILL ENTER IN ITS SOLE DISCRETION AND APPLICABLE LAW.
- I. PARKING. A MOBILE FOOD UNIT SHALL COMPLY WITH THIS SUBSECTION AND APPLICABLE LAW AS IT PERTAINS TO PARKING

UNLESS PARKING IS GOVERNED BY A SEPARATE SUBSECTION IN THIS CHAPTER.

1. A MOBILE FOOD UNIT SHALL ONLY OPERATE IN A LEGAL PARKING SPACE.
2. A MOBILE FOOD UNIT, INCLUDING ANY SEMI-PERMANENT STRUCTURE USED OR ASSOCIATED WITH THE MOBILE FOOD UNIT, MAY USE NO MORE THAN ONE (1) LEGAL PARKING SPACE, UNLESS THE MOBILE FOOD VENDOR HAS A SEPARATE AGREEMENT WITH THE CITY TO USE ADDITIONAL LEGAL PARKING SPACES OR PARKING SPACES ON CITY PROPERTY OTHER THAN RIGHT-OF-WAY.
3. NO MOBILE FOOD UNIT EXCEEDING TWENTY-FOUR (24) FEET MAY PARK DIAGONALLY IN A DIAGONAL PARKING SPACE OR PARK IN ANY MANNER THAT OCCUPIES MORE THAN ONE (1) DIAGONAL PARKING SPACE.
4. NO MOBILE FOOD UNIT SHALL OPERATE WITH THE SERVING WINDOW FACING STREET TRAFFIC.
5. A MOBILE FOOD UNIT SHALL ABIDE BY ALL PARKING REGULATIONS, INCLUDING POSTED TIME LIMITS. IF THERE ARE NO OTHER TIME RESTRICTIONS ON THE USE OF A LEGAL PARKING SPACE, A MOBILE FOOD UNIT SHALL NOT OCCUPY A LEGAL PARKING SPACE FOR MORE THAN SIX (6) HOURS IN A TWENTY-FOUR (24) HOUR PERIOD. "OCCUPY" WITHIN THIS SUBSECTION MEANS WITHIN ONE HUNDRED (100) FEET OF THE PLACE IN WHICH THE MOBILE FOOD UNIT WAS INITIALLY PARKED.
6. A MOBILE FOOD UNIT SHALL NOT OCCUPY A LEGAL PARKING SPACE WITH INSUFFICIENT PARKING CAPACITY AS PRESCRIBED BY CITY ZONING CODE AND APPLICABLE LAW AND INCLUDES OCCUPYING A LEGAL PARKING SPACE THAT REDUCES THE NUMBER OF AVAILABLE PARKING SPACES SURROUNDING THE AREA WHICH IS REQUIRED FOR THE PRINCIPAL USE OR USES OF THE PROPERTY ASSOCIATED WITH THE PARKING SPACES AS SET FORTH IN A.R.S. TITLE 9, CHAPTER 4, ARTICLE 7.2.
7. A MOBILE FOOD VENDOR SHALL NOT CLAIM OR ATTEMPT TO ESTABLISH ANY EXCLUSIVE RIGHT TO PARK AT A PARTICULAR STREET LOCATION UNLESS THE PARKING SPACE IS PART OF A PERMITTED EVENT.

SECTION 5.13.060 VIOLATIONS; SUSPENSION; REVOCATION.

- A. IT IS A VIOLATION OF THIS CHAPTER FOR ANY PERSON TO PROVIDE FALSE INFORMATION ON ANY PERMIT APPLICATION.
- B. IT IS A VIOLATION OF THIS CHAPTER FOR A PERSON TO OPERATE A MOBILE FOOD UNIT THAT FAILS TO MEET ALL THE REQUIREMENTS OF THIS CHAPTER.
- C. IT IS A VIOLATION OF THIS CHAPTER FOR A MOBILE FOOD VENDOR TO FAIL TO DISPLAY THE PERMIT OR OTHER REQUIRED DOCUMENTS, INCLUDING PROOF OF INSURANCE OR FIRE INSPECTION, TO A PEACE OFFICER OR CITY INSPECTOR ON DEMAND.
- D. THE CITY SHALL GIVE WRITTEN NOTICE OF A VIOLATION TO THE PERMITTEE OR DESIGNATED AGENT THAT MAY RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT. THE NOTICE SHALL INCLUDE A DESCRIPTION OF THE VIOLATION, THE STATUTORY OR CODE REFERENCE, HOW THE PERMITTEE CAN COMPLY WITH THE REQUIREMENTS, A DESCRIPTION OF THE PROCESS WHEREBY A HEARING MAY BE REQUESTED, THE TIME LIMIT FOR REQUESTING A HEARING, AND A WARNING THAT FAILURE TO TIMELY REQUEST A HEARING MAY RESULT IN SUSPENSION OR REVOCATION OF THE PERMIT. THE NOTICE SHALL BE SERVED ON THE PERMITTEE OR DESIGNATED AGENT BY EITHER PERSONAL SERVICE OR REGISTERED/CERTIFIED MAIL. SERVICE OF THE NOTICE SHALL BE DEEMED COMPLETE UPON MAILING TO, OR PERSONAL SERVICE ON, THE PERMITTEE OR DESIGNATED AGENT.
- E. THE PERMITTEE OR DESIGNATED AGENT RECEIVING A NOTICE UNDER THIS SECTION MAY REQUEST A HEARING IN FRONT OF COUNCIL.
- F. IN ADDITION TO ANY PENALTIES SET FORTH IN THIS CHAPTER, A PERMITTEE SHALL BE SUSPENDED IF, DURING THE TERM OF THE PERMIT, THE PERMITTEE OR A CONTROLLING PERSON HAS VIOLATED ANY OF THE PROVISIONS OF THIS CHAPTER. DURING THE SUSPENSION PERIOD, THE PERMITTEE SHALL NOT OPERATE ANY MOBILE FOOD UNIT ASSOCIATED WITH THE SUSPENDED PERMIT. IF A FINE IS ASSOCIATED WITH THE VIOLATION THAT IS THE BASIS FOR SUSPENSION, THE SUSPENSION MAY CONTINUE BEYOND THE PERIOD SET FORTH IN THIS SUBSECTION UNTIL SUCH TIME AS THE PERMITTEE PAYS THE FINE. THE PENALTY FOR A SUSPENSION OF A PERMIT SHALL BE:
 - 1. FOR THE FIRST SUSPENSION OF A PERMIT DURING A 12-MONTH PERIOD, THE PERMIT SHALL BE SUSPENDED UP TO FOURTEEN (14) CALENDAR DAYS AND A FINE OF ONE-HUNDRED DOLLARS (\$100.00) WILL BE IMPOSED.

2. FOR THE SECOND SUSPENSION OF A PERMIT DURING A 12-MONTH PERIOD, THE PERMIT SHALL BE SUSPENDED TO A MINIMUM OF FIFTEEN (15) CALENDAR DAYS UP TO A MAXIMUM OF THIRTY (30) CALENDAR DAYS AND A FINE OF TWO-HUNDRED AND FIFTY DOLLARS (\$250.00) SHALL BE IMPOSED.
 3. FOR THE THIRD SUSPENSION OF A PERMIT DURING A 12-MONTH PERIOD, THE PERMIT SHALL BE REVOKED.
- G. IN ADDITION TO A REVOCATION FOR A THIRD SUSPENSION AS SET FORTH ABOVE, THE CITY MAY REVOKE A PERMIT ISSUED PURSUANT TO THIS CHAPTER IF THE CITY DETERMINES THAT:
1. A MOBILE FOOD UNIT ASSOCIATED WITH THE SUSPENDED PERMIT WAS OPERATED IN THE CITY DURING THE SUSPENSION PERIOD;
 2. THE PERMITTEE OR DESIGNATED AGENT OPERATED, OR ATTEMPTED TO OPERATE A MOBILE FOOD UNIT WITHOUT A PERMIT;
 3. THE CITY PREVIOUSLY ISSUED THREE (3) OR MORE NOTICES OF SUSPENSION OF VIOLATION WITHIN A SIX (6) MONTH PERIOD;
 4. THE PERMITTEE OR CONTROLLING PERSON HAS NOT COMPLIED WITH A PROVISION OF THIS CHAPTER OR HAS FAILED TO PROVIDE INFORMATION AS REQUIRED BY THE CHAPTER;
 5. THE APPLICATION FEE, PERMIT FEE, OR ANY TRANSACTION PRIVILEGE TAX HAS NOT BEEN PAID; OR
 6. THE PERMITTEE FAILS TO PAY OUTSTANDING FINES OR RESOLVE ANY VIOLATIONS.
- H. IF A PERMIT IS REVOKED PURSUANT TO THIS SECTION, THE PERMIT, AND ITS CONTROLLING PERSON(S) MAY NOT APPLY FOR A PERMIT UNDER THIS CHAPTER FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF REVOCATION.

ORDINANCE NO. 1422

AN ORDINANCE OF THE COUNCIL OF THE CITY OF WINSLOW, ARIZONA, APPROVING THE UTILITY EASEMENT BETWEEN THE CITY OF WINSLOW AND ARIZONA PUBLIC SERVICE COMPANY; AUTHORIZING AND DIRECTING THE MAYOR, CITY MANAGER AND CITY ATTORNEY TO EXECUTE SAID EASEMENT ON BEHALF OF THE CITY AND TO TAKE ALL ACTIONS NECESSARY TO COMPLETE THE TRANSACTION.

WHEREAS, the City of Winslow desires to enter into a Utility Easement with Arizona Public Service Company, an Arizona corporation, permitting Arizona Public Service Company, for utility purposes, including, but not limited to, construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond City easement property, as defined in the easement, and to install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities for purposes of supplying electricity; and

WHEREAS, the Council of the City of Winslow approves of the Utility Easement with Arizona Public Service Company, described above as a necessary public purpose; and

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

SECTION 1. The recitals above are adopted and incorporated as if fully set forth herein.

SECTION 2. The Mayor, City Manager and City Attorney are authorized and directed to execute the Utility Easement between the City of Winslow and Arizona Public Utility Company, attached hereto as **Exhibit A**, a copy of which shall be recorded with the Navajo County Recorder's Office and said recorded Easement shall remain on file with the City Clerk.

SECTION 3. The Mayor, City Manager and City Attorney are authorized to perform all acts necessary to accomplish the purposes described in this Ordinance on behalf of the City.

SECTION 4. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct, and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Winslow this 24th day of September, 2024.

Roberta W. Cano, Mayor

ATTEST:

Suzy Wetzel, City Clerk

APPROVED AS TO FORM:

Trish Stuhan, City Attorney
Pierce Coleman PLLC

EXHIBIT A
TO
ORDINANCE NO. 1422

Access and Utility Easement

[On File with the City Clerk, 102 East Third Street, Winslow, AZ 86047]

NE ¼-SEC 24-19N-15E

APN 103-13-004J,103-13-004K,103-13-004L

NE 24-166

WA769224

MLH - MWR

THE CITY OF WINSLOW-APS UTILITY EASEMENT

THE CITY OF WINSLOW, a municipal corporation of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Navajo County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, 8 feet in width or as further described in attached exhibits at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; and install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, **THE CITY OF WINSLOW**, a municipal corporation of the State of Arizona, has caused this Utility Easement to be executed by its duly authorized representative, this 16 day of September, 2024.

APPROVED AS TO FORM:

THE CITY OF WINSLOW, a
a municipal corporation of the State of Arizona

[Signature]
City Attorney

By: [Signature]
David Coolidge, City Manager

ATTEST:

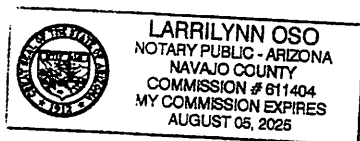
[Signature]
City Clerk

STATE OF ARIZONA }
County of NAVAJO } ss.

This instrument was acknowledged before me this 16 day of SEPTEMBER, 2024 by
DAVID COOLIDGE of CITY MANAGER, on behalf of
THE CITY OF WINSLOW.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal



[Signature]
Notary Public

EXHIBIT "A"

(LEGAL DESCRIPTION OF GRANTOR'S PROPERTY) AS RECORDED IN INSTRUMENT NUMBER 2024-06631 N.C.R.

Lot 2:

A portion of those parcels described in Instrument Nos. 2001-21142 and 2004-04017 of Navajo County Records, described as follows:

COMMENCING at the intersection of 2nd Street and Alfred Avenue, being marked by a 3" Arizona Highway Department brass cap in handhole, from which the intersection of 2nd Street and Prairie Avenue, being marked by a 3" Arizona Highway Department brass cap in handhole, bears South 64 degrees 46 minutes 40 seconds East, 1021.20 feet;

thence South 25 degrees 13 minutes 20 seconds West, 30.00 feet to a point on the South right-of-way of 2nd Street;

thence along said South right-of-way, South 64 degrees 46 minutes 40 seconds East, 573.68 feet to the **POINT OF BEGINNING**;

thence continuing along said South right-of-way, South 64 degrees 46 minutes 40 seconds East, 447.55 feet;

thence continuing along said South right-of-way, South 64 degrees 52 minutes 46 seconds East, 204.83 feet;

thence South 25 degrees 18 minutes 26 seconds West, 399.50 feet to a point on the South line of said parcel and also the North right-of-way of the Atchison Topeka & Santa Fe Railway Company;

thence along said North right-of-way, North 64 degrees 48 minutes 04 seconds West, 700.24 feet;

thence North 32 degrees 08 minutes 21 seconds East, 402.35 feet to the **POINT OF BEGINNING**.

Lot 3:

A portion of those parcels described in Instrument Nos. 1998-13516, 2000-15132, 2001-21142 and 2004-04017 of Navajo County Records, described as follows:

COMMENCING at the intersection of 2nd Street and Alfred Avenue, being marked by a 3" Arizona Highway Department brass cap in handhole, from which the intersection of 2nd Street and Prairie Avenue, being marked by a 3" Arizona Highway Department brass cap in handhole, bears South 64 degrees 46 minutes 40 seconds East, 1021.20 feet;

thence South 25 degrees 13 minutes 20 seconds West, 30.00 feet to a point on the South right-of-way of 2nd Street;

thence along said South right-of-way, South 64 degrees 46 minutes 40 seconds East, 1021.23 feet;

thence continuing along said South right-of-way, South 64 degrees 52 minutes 46 seconds East, 204.83 feet to the **POINT OF BEGINNING**;

thence continuing along said South right-of-way, South 64 degrees 52 minutes 46 seconds East, 146.52 feet;

thence continuing along said South right-of-way, South 64 degrees 52 minutes 51 seconds East, 3.65 feet;

thence South 24 degrees 54 minutes 46 seconds West, 399.71 feet to a point the South line of said parcel and also the North right-of-way of the Atchison Topeka & Santa Fe Railway Company;

thence along said North right-of-way, North 64 degrees 48 minutes 04 seconds West, 152.91 feet;

thence North 25 degrees 18 minutes 26 seconds East, 399.50 feet to the **POINT OF BEGINNING**.

Lot 4:

A portion of those parcels described in Instrument Nos. 1998-13516, 2000-15132 and 2004-04017 of Navajo County Records, described as follows:

COMMENCING at the intersection of 2nd Street and Alfred Avenue, being marked by a 3" Arizona Highway Department brass cap in handhole, from which the intersection of 2nd Street and Prairie Avenue, being marked by a 3" Arizona Highway Department brass cap in handhole, bears South 64 degrees 46 minutes 40 seconds East, 1021.20 feet;

thence South 25 degrees 13 minutes 20 seconds West, 30.00 feet to a point on the South right-of-way of 2nd Street;

thence along said South right-of-way, South 64 degrees 46 minutes 40 seconds East, 1021.23 feet;

thence continuing along said South right-of-way, South 64 degrees 52 minutes 46 seconds East, 351.34 feet;

thence continuing along said South right-of-way, South 64 degrees 52 minutes 51 seconds East, 3.65 feet to the **POINT OF BEGINNING**;

thence continuing along said South right-of-way, South 64 degrees 52 minutes 51 seconds East, 151.16 feet to the Northwest corner of that parcel described in Instrument No. 2002-2357 of Navajo County Records;

thence along the West line of said parcel, South 25 degrees 08 minutes 15 seconds West, 100.00 feet to the Southwest corner thereof;

thence along the South line of said parcel, South 64 degrees 52 minutes 51 seconds East, 169.97 feet to the Southeast corner thereof and also to a point on the West right-of-way of Hicks Avenue;

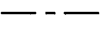
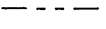
thence along said West right-of-way, South 25 degrees 10 minutes 08 seconds West, 210.15 feet to the intersection of said West right-of-way and the South right-of-way of 1st Street;

thence South 25 degrees 11 minutes 56 seconds West, 90.00 feet to the North right-of-way of the Atchison Topeka & Santa Fe Railway Company;

thence along said North right-of-way North 64 degrees 48 minutes 04 seconds West, 319.35 feet;

thence North 24 degrees 54 minutes 46 seconds East, 399.71 feet to the **POINT OF BEGINNING.**

BRASS CAP IN HANDHOLE
INTERSECTION 2ND ST
& ALFRED AVE

LEGEND	
	EASEMENT AREA
	MONUMENT LINE
	PROPERTY LINE
	TIE LINE
	PROPERTY CORNER
	REFERENCE POINT
NCR	NAVAJO COUNTY RECORDER
APN	ASSESSORS PARCEL NUMBER

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S64°46'40"E	1021.20'
L2	S25°13'20"W	30.00'
L3	N66°31'47"W	8.63'
L4	N23°54'35"E	18.25'
L5	S66°31'47"E	9.07'
L6	S25°18'26"W	18.26'

APN: 103-13-004J
DEED REC: 2024-06631 NCR
CITY OF WINSLOW
LOT 2



EXHIBIT "B"

JOB # WA769224 DATE: 8/20/24

SE 1/4 SEC 24 T19N R15E

SCALE: 1" = 100' INDEX: NE-24-166

R/W: DEE MCGRATH

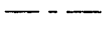
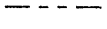
SURVEY: JOHNSON/FAULKNER

DRAWN BY: J. JOHNSON SHEET 1 OF 1

BRASS CAP IN HANDHOLE
INTERSECTION 2ND ST
& ALFRED AVE

APN: 103-13-004K
DEED REC: 2024-06631 NCR
CITY OF WINSLOW
LOT 3

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S64°46'40"E	1021.20'
L2	S25°13'20"W	30.00'
L3	S64°46'40"E	1021.23'
L4	S25°18'26"W	175.20'
L5	S66°31'47"E	2.25'
L6	S23°54'35"W	4.00'
L7	S66°31'47"E	4.00'
L8	S23°54'35"W	3.57'
L9	S64°50'31"E	144.99'
L10	S24°54'46"W	8.00'
L11	N64°50'31"W	148.85'
L12	S23°54'35"W	2.79'
L13	N66°31'47"W	2.69'
L14	N25°18'26"E	18.26'

LEGEND	
	EASEMENT AREA
	MONUMENT LINE
	PROPERTY LINE
	TIE LINE
	PROPERTY CORNER
	REFERENCE POINT
NCR	NAVAJO COUNTY RECORDER
APN	ASSESSORS PARCEL NUMBER

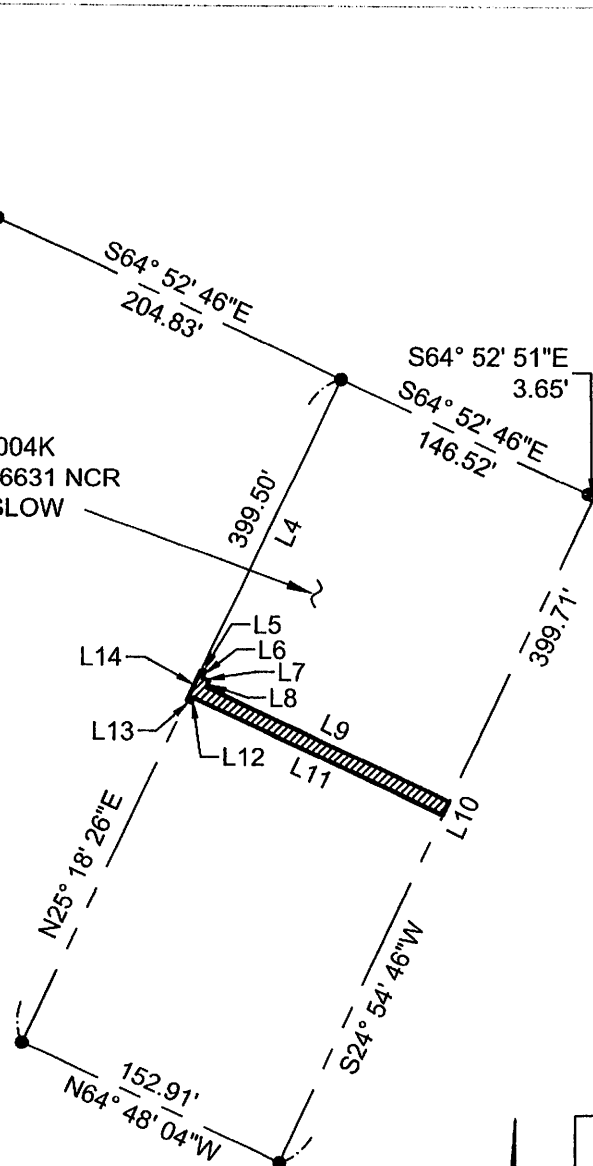
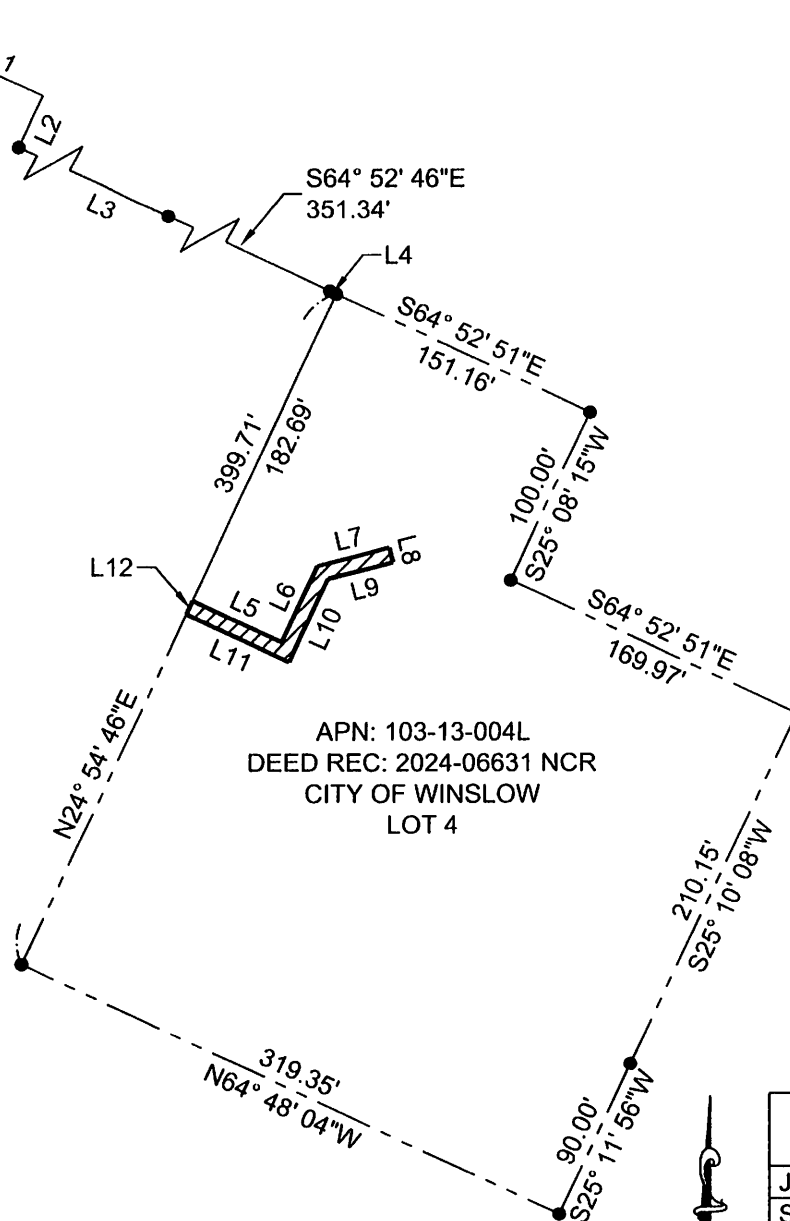


	EXHIBIT "B"
JOB # WA769224	DATE: 8/20/24
SE 1/4 SEC 24 T19N R15E	
SCALE: 1" = 100'	INDEX: NE-24-166
R/W: DEE MCGRATH	
SURVEY: JOHNSON/FAULKNER	
DRAWN BY: J. JOHNSON	SHEET 1 OF 1

BRASS CAP IN HANDHOLE
INTERSECTION 2ND ST
& ALFRED AVE



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S64°46'40"E	1021.20'
L2	S25°13'20"W	30.00'
L3	S64°46'40"E	1021.23'
L4	S64°52'51"E	3.65'
L5	S64°50'31"E	52.95'
L6	N25°07'18"E	45.61'
L7	N75°59'22"E	39.76'
L8	S14°00'38"E	8.00'
L9	S75°59'22"W	35.96'
L10	S25°07'18"W	49.81'
L11	N64°50'31"W	60.92'
L12	N24°54'46"E	8.00'

LEGEND

	EASEMENT AREA
	MONUMENT LINE
	PROPERTY LINE
	TIE LINE
	PROPERTY CORNER
	REFERENCE POINT
NCR	NAVAJO COUNTY RECORDER
APN	ASSESSORS PARCEL NUMBER



EXHIBIT "B"

JOB # WA769224	DATE: 8/20/24
SE 1/4 SEC 24 T19N R15E	
SCALE: 1" = 100'	INDEX: NE-24-166
R/W: DEE MCGRATH	
SURVEY: JOHNSON/FAULKNER	
DRAWN BY: J. JOHNSON	SHEET 1 OF 1

Suzy Wetzel

From: erin dickson ·
Sent: Monday, August 19, 2024 3:53 PM
To: Suzy Wetzel
Subject: Request to be added to City Council Agenda September

Good morning,

I am requesting to be added to the September 2024 Winslow city council agenda.

My request is to ask the city for a monetary donation to a Native American powwow which is to be held on June 28-29th 2025.

This will be a two-day event which would draw visitors to our city to showcase to the public the local Native American dances and songs.

My request is for the amount of \$5000 dollars which would go to the cost of hospitality and headlining individuals who provide the positivity and would encourage others to come.

Your consideration would be kindly appreciated.

Thank you,

Erin Dickson

E-mails generated by Council Members, members of City Boards, Commissions and Committees and by staff and that pertain to City business are public records. These e-mails are preserved as required by law and generally are available for public inspection. To ensure compliance with the Open Meeting Law, members of the City Council, Boards, Commissions and Committees should not forward or copy e-mail correspondence to other members of the Council, Boards or Commissions and should not use reply all when responding to this message.