



MEMBERS OF THE PUBLIC MAY ATTEND VIA ZOOM BY CLICKING ON THE FOLLOWING LINK:

<https://us06web.zoom.us/j/81904797202?pwd=yt2diEZabcQRzvp5TEggJOlz0gaocU.1>

OR BY CALLING 1-669-900-6833 (OR 1-346-248-7799) AND ENTERING MEETING ID NUMBER 819 0479 7202 FOLLOWED BY PASSCODE 740197.

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
JUNE 24, 2025 – 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, June 24, 2025 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. 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 Project and Legislative Update
- B. Monthly Financial Report by Finance Director Which May Include Balances, Expenditures and Revenues in All Funds
- C. Quarterly Economic Development Update Which May Include Program and Development Updates

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 Regular Meeting of June 10, 2025 (Suzy Wetzel)
- C. Discussion and/or Action to Approve Liquor License Application for Shorty's Tacos Located at 108 East Second Street (Suzy Wetzel)
- D. Discussion and/or Action to Approve Amendment to Agreement, and Renew for the Second of Four Additional One Year Extensions with Charles Tupper of West USA Realty, Inc. for Real Estate Brokerage Services (David Coolidge)
- E. Discussion and/or Action to Approve Agreement with Arrowhead Environmental, LLC for Dredging Services at McHood Park Reservoir (Tim Westover)
- F. Discussion and/or Action to Approve Renewal of Lease between the City and the FAA for Antenna and Rack Space at the Winslow-Lindbergh Regional Airport (David Coolidge)
- G. Discussion and/or Action to Approve Resolution No. 1976 Adopting the City's Annual Pension Funding Policy (Daniel Hendrix)
- H. Discussion and/or Action to Approve Resolution No. 1978 Adopting the 2024 Navajo County Hazard Mitigation Plan (David Coolidge)
- I. Discussion and/or Action to Approve Ordinance No. 1433 Approving the Land Lease Between the City and L3Harris Technologies, Inc. Related to the Lease of ADS-B Radio Station Site at the Winslow-Lindbergh Regional Airport (David Coolidge)
- J. Discussion and/or Action to Approve Ordinance No. 1434 Authorizing the Sale of Certain Real Property Identified as Navajo County APN 103-16-044C to Steven and Kimberlee Henling (David Coolidge)
- K. Discussion and/or Action to Approve Ordinance No. 1435 Authorizing the Sale of Certain Real Property Identified as Navajo County APN 103-16-342 to Jerome Naleski PLLC (David Coolidge)

9. COUNCIL CONSIDERATION AND POSSIBLE ACTION

- A. Public Hearing and Citizen Input on Final Budget for Fiscal Year 2026
- B. Public Hearing and Citizen Input on Estimated Tax Levy
- C. Discussion and/or Action to Approve Funding Allocations for Special Events for Fiscal Year 2026 (David Coolidge)

10. 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, 102 East Third Street, Winslow, Arizona between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday and at the Winslow Public Library, 617 West Second Street, 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.

Mayor
Roberta W. Cano

(928) 289-2422



Council Members

Samantha Crisp
Peter Cake
Jim MacLean
Darcey McKee
Melcor Salazar
Daniel T. Tafoya

TO: Mayor and City Council
FROM: City Finance Director
DATE: 24 June, 2025
RE: Financial Report-Through 31 May, 2025

Honorable Mayor and City Council members: The finances for the City of Winslow, Arizona for the month of May, 2025 are as follows: As of May 31, 2025 92% of the fiscal year has passed.

CITYWIDE:

Citywide revenues for the month of May, 2025 were \$2,173,597, bringing the City's total fiscal year-to-date (YTD) revenues to \$23,563,631. Citywide expenditures for the month of April, 2025 were \$1,958,374, bringing the City's total fiscal year-to-date expenditures to \$24,367,689.

GENERAL FUND:

General Fund revenues for the month totaled \$1,051,541 bringing the YTD total to \$11,535,720 or 104% of budgeted revenues. General Fund expenditures for the month totaled \$824,543.77 bringing the YTD total to \$10,748,879 or 96% of budgeted expenditures.

HURF

HURF revenues for the month totaled \$144,870, bringing the YTD total to \$1,373,238, or 90% of budgeted revenues. HURF expenditures for the month totaled \$98,596 bringing the YTD total to \$1,293,357 or 84% of budgeted expenditures.

ENTERPRISE FUNDS

WATER

Water revenues for the month totaled \$227,875, bringing the YTD total to \$2,235,847, or 38% of budgeted revenues. Water expenditures for the month were \$120,782 bringing the YTD total to \$2,138,413 or 34% of budget expenditures.

SANITATION

Sanitation revenues for the month totaled \$93,760, bringing the YTD total to \$1,046,257 or 89% of budget revenues. Sanitation expenditures for the month totaled \$96,948 bringing the YTD total to \$1,016,360, or 85% of budgeted expenditures.

City Hall ~ 102 East Third Street ~ Winslow, Arizona 86047 ~ (928) 289-2422
www.winslowaz.gov

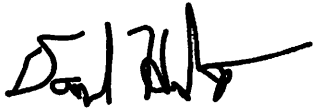
ITEM 7B

WASTEWATER

Wastewater revenues for the month totaled \$315,456 bringing the YTD total to \$2,350,216 for YTD or 78% of budgeted revenues. Wastewater expenditures for the month totaled \$142,318 bringing the YTD total to \$2,332,462 or 73% of budgeted expenditures.

We have had a few more people who had water leaks during the winter contact us about adjusting their sewer average. That issue appears to be just about resolved.

Income and expenditures are within expected variances for all funds.

A handwritten signature in black ink, appearing to read 'Daniel Hendrix', with a stylized flourish at the end.

Daniel Hendrix

Finance Director

City Hall ~ 102 East Third Street ~ Winslow, Arizona 86047 ~ (928) 289-2422

www.winslowaz.gov

CITY OF WINSLOW
Operational Budget Report
01 General Fund - 07/01/2024 to 05/31/2025
91.67% of the fiscal year has expired

	Prior YTD	Current Month	Current YTD	Annual Budget	Unearned/Unexpended	% Earned/Used
Change In Net Position						
Revenue:						
Taxes	4,478,617.46	245,607.26	4,493,297.43	5,039,180.00	545,882.57	89.17%
Licenses and permits	78,004.28	7,505.80	126,889.32	139,400.00	12,510.68	91.03%
Intergovernmental revenue	4,049,558.74	357,624.26	3,526,093.33	3,871,011.00	344,917.67	91.09%
Charges for services	300,946.61	320,273.40	605,293.34	369,800.00	(235,493.34)	163.68%
Fines and forfeitures	31,008.82	1,229.09	20,426.84	80,000.00	59,573.16	25.53%
Interest	370,905.83	17,335.79	180,808.32	325,000.00	144,191.68	55.63%
Miscellaneous revenue	30,990.03	23,069.11	80,545.05	282,500.00	(177,524.53)	28.51%
Contributions and transfers	992,302.42	78,896.00	2,502,366.71	950,000.00	(1,552,366.71)	263.41%
Total Revenue:	10,332,334.19	1,051,540.71	11,535,720.34	11,056,891.00	(858,308.82)	104.33%
Expenditures:						
General government						
Mayor and Council	134,160.43	17,775.68	153,020.08	148,460.00	(4,560.08)	103.07%
Court	129,253.06	2,529.89	130,964.42	131,080.00	115.58	99.91%
City Manager's Office	298,136.55	37,554.39	318,678.75	301,680.00	(16,998.75)	105.63%
City Clerk	136,210.70	11,602.86	150,535.38	174,470.00	23,934.62	86.28%
Attorney	143,107.25	17,190.00	162,192.00	175,500.00	13,308.00	92.42%
Finance	372,497.19	46,769.14	371,115.26	336,320.00	(34,795.26)	110.35%
Administrative Services	229,273.89	13,582.66	200,233.86	202,430.00	2,196.14	98.92%
Facilities	301,074.50	23,331.00	268,862.38	342,700.00	73,837.62	78.45%
Non-Departmental	839,826.55	33,875.17	953,502.37	850,800.00	(102,702.37)	112.07%
Total General government	2,583,540.12	204,210.79	2,709,104.50	2,663,440.00	(45,664.50)	101.71%
Public safety						
Police						
Civilian	945,379.88	72,552.41	910,745.89	1,122,860.00	212,114.11	81.11%
Sworn Officers	3,688,897.52	248,717.39	3,442,705.24	3,622,480.00	179,774.76	95.04%
Code Enforcement	109,015.21	6,419.59	106,776.39	130,120.00	23,343.61	82.06%
Animal Control	283,168.69	24,825.18	319,109.71	346,280.00	27,170.29	92.15%
207	6,769.99	0.00	276.40	0.00	(276.40)	0.00%
Total Police	5,033,231.29	352,514.57	4,779,613.63	5,221,740.00	442,126.37	91.53%
Fire	1,312,645.88	114,203.75	1,503,721.14	1,162,180.00	(341,541.14)	129.39%
Total Public safety	6,345,877.17	466,718.32	6,283,334.77	6,383,920.00	100,585.23	98.42%
Parks, recreation, and public property						
Library	288,516.22	28,805.05	306,297.66	335,030.00	28,732.34	91.42%
Recreation						
Recreation	114,069.48	9,459.30	116,239.49	129,600.00	13,360.51	89.69%
Pools/Aquatics	222,237.55	9,209.10	147,778.54	183,770.00	35,991.46	80.41%
Swim Lessons	1,785.07	0.00	54.80	8,530.00	8,475.20	0.64%
Swim Team	4,420.89	30.63	1,194.69	5,430.00	4,235.31	22.00%
Water Aerobics	462.72	701.71	2,898.71	650.00	(2,248.71)	445.96%
Men's Basketball	165.90	374.21	1,925.25	9,480.00	7,554.75	20.31%
Co-ed Softball	16,855.11	606.91	21,814.19	15,660.00	(6,154.19)	139.30%
Co-ed Volleyball	22,846.23	532.12	13,051.72	9,810.00	(3,241.72)	133.05%
Youth Basketball	4,980.48	122.25	6,048.26	21,770.00	15,721.74	27.78%
Zumba Class	0.00	0.00	1,950.00	0.00	(1,950.00)	0.00%
Total Recreation	387,823.43	21,036.23	312,955.65	384,700.00	71,744.35	81.35%
Parks	550,991.70	56,499.46	631,137.22	653,160.00	22,022.78	96.63%
Total Parks, recreation, and public prop	1,227,331.35	106,340.74	1,250,390.53	1,372,890.00	122,499.47	91.08%
Community and economic development						
Community Development	339,267.64	26,577.67	282,930.83	418,910.00	135,979.17	67.54%
Economic Development	165,725.79	20,696.25	223,118.82	348,440.00	125,321.18	64.03%
Total Community and economic develo	504,993.43	47,273.92	506,049.65	767,350.00	261,300.35	65.95%
Total Expenditures:	10,661,742.07	824,543.77	10,748,879.45	11,187,600.00	438,720.55	96.08%
Total Change In Net Position	(329,407.88)	226,996.94	1,166,320.37	(130,709.00)	(1,297,029.37)	-892.30%

CITY OF WINSLOW
Operational Budget Report
02 Airport Fund - 07/01/2024 to 05/31/2025
91.67% of the fiscal year has expired

	<u>Prior YTD</u>	<u>Current Month</u>	<u>Current YTD</u>	<u>Annual Budget</u>	<u>Unearned/Unexpended</u>	<u>% Earned/Used</u>
Income or Expense						
Income From Operations:						
Operating income	326,991.91	22,976.45	758,094.63	2,266,035.00	1,507,940.37	33.45%
Operating expense	744,059.26	1,699.52	252,855.51	2,260,600.00	2,007,744.49	11.19%
Total Income From Operations:	<u>(417,067.35)</u>	<u>21,276.93</u>	<u>505,239.12</u>	<u>5,435.00</u>	<u>(499,804.12)</u>	<u>9,296.03%</u>
Total Income or Expense	<u>(417,067.35)</u>	<u>21,276.93</u>	<u>505,239.12</u>	<u>5,435.00</u>	<u>(499,804.12)</u>	<u>9,296.03%</u>

CITY OF WINSLOW
Operational Budget Report
03 Water Fund - 07/01/2024 to 05/31/2025
91.67% of the fiscal year has expired

	Prior YTD	Current Month	Current YTD	Annual Budget	Unearned/Unexpended	% Earned/Used
Income or Expense						
Income From Operations:						
Operating income	3,242,404.96	227,874.51	2,235,846.88	5,962,170.00	3,726,323.12	37.50%
Operating expense	2,459,383.09	120,781.87	2,138,412.77	6,366,625.00	4,228,212.23	33.59%
Total Income From Operations:	783,021.87	107,092.64	97,434.11	(404,455.00)	(501,889.11)	-24.09%
Total Income or Expense	783,021.87	107,092.64	97,434.11	(404,455.00)	(501,889.11)	-24.09%

CITY OF WINSLOW
Operational Budget Report
04 Sanitation Fund - 07/01/2024 to 05/31/2025
91.67% of the fiscal year has expired

	<u>Prior YTD</u>	<u>Current Month</u>	<u>Current YTD</u>	<u>Annual Budget</u>	<u>Unearned/Unexpended</u>	<u>% Earned/Used</u>
Income or Expense						
Income From Operations:						
Operating income	1,022,549.56	93,760.02	1,046,257.39	1,170,000.00	123,742.61	89.42%
Operating expense	1,087,683.41	96,947.97	1,016,360.00	1,190,005.00	173,645.00	85.41%
Total Income From Operations:	<u>(65,133.85)</u>	<u>(3,187.95)</u>	<u>29,897.39</u>	<u>(20,005.00)</u>	<u>(49,902.39)</u>	<u>-149.45%</u>
Total Income or Expense	<u>(65,133.85)</u>	<u>(3,187.95)</u>	<u>29,897.39</u>	<u>(20,005.00)</u>	<u>(49,902.39)</u>	<u>-149.45%</u>

CITY OF WINSLOW
Operational Budget Report
05 Wastewater Fund - 07/01/2024 to 05/31/2025
91.67% of the fiscal year has expired

	<u>Prior YTD</u>	<u>Current Month</u>	<u>Current YTD</u>	<u>Annual Budget</u>	<u>Unearned/Unexpended</u>	<u>% Earned/Used</u>
Income or Expense						
Income From Operations:						
Operating income	2,238,521.75	315,456.40	2,350,216.34	3,020,621.00	(17,802.60)	77.81%
Operating expense	2,816,365.43	142,317.50	2,332,461.78	3,192,503.00	860,041.22	73.06%
Total Income From Operations:	<u>(577,843.68)</u>	<u>173,138.90</u>	<u>17,754.56</u>	<u>(171,882.00)</u>	<u>(877,843.82)</u>	<u>-410.72%</u>
Total Income or Expense	<u>(577,843.68)</u>	<u>173,138.90</u>	<u>17,754.56</u>	<u>(171,882.00)</u>	<u>(877,843.82)</u>	<u>-10.33%</u>

CITY OF WINSLOW
Operational Budget Report
07 Highway User Rev Fund (HURF) - 07/01/2024 to 05/31/2025
91.67% of the fiscal year has expired

	Prior YTD	Current Month	Current YTD	Annual Budget	Unearned/Unexpended	% Earned/Used
Change In Net Position						
Revenue:						
Intergovernmental revenue	1,469,277.85	144,870.16	1,373,237.82	1,517,847.00	144,609.18	90.47%
Interest	3,756.29	300.01	2,887.22	4,200.00	1,312.78	68.74%
Miscellaneous revenue	400.00	0.00	0.00	0.00	0.00	0.00%
Contributions and transfers	600,000.00	0.00	0.00	0.00	0.00	0.00%
Total Revenue:	2,073,434.14	145,170.17	1,376,125.04	1,522,047.00	145,921.96	90.41%
Expenditures:						
Highways and public improvements						
Highways	1,879,789.38	98,596.10	1,293,356.57	1,534,853.00	241,496.43	84.27%
Total Highways and public improvemen	1,879,789.38	98,596.10	1,293,356.57	1,534,853.00	241,496.43	84.27%
Total Expenditures:	1,879,789.38	98,596.10	1,293,356.57	1,534,853.00	241,496.43	84.27%
Total Change In Net Position	193,644.76	46,574.07	82,768.47	(12,806.00)	(95,574.47)	-646.33%

CITY OF WINSLOW
Operational Budget Report
13 Capital Projects Fund - 07/01/2024 to 05/31/2025
91.67% of the fiscal year has expired

	<u>Prior YTD</u>	<u>Current Month</u>	<u>Current YTD</u>	<u>Annual Budget</u>	<u>Unearned/ Unexpended</u>	<u>% Earned/ Used</u>
Change In Net Position						
Revenue:						
Taxes	2,665,086.85	272,549.19	2,767,331.63	2,920,000.00	152,668.37	94.77%
Interest	7,549.79	236.56	2,557.75	5,000.00	2,442.25	51.16%
Miscellaneous revenue	0.00	0.00	0.00	358,047.00	358,047.00	0.00%
Contributions and transfers	250,000.00	0.00	0.00	0.00	0.00	0.00%
Total Revenue:	<u>2,922,636.64</u>	<u>272,785.75</u>	<u>2,769,889.38</u>	<u>3,283,047.00</u>	<u>513,157.62</u>	<u>84.37%</u>
Expenditures:						
Capital Projects	2,651,999.61	548,926.98	2,605,983.55	5,461,349.00	2,855,365.45	47.72%
Total Expenditures:	<u>2,651,999.61</u>	<u>548,926.98</u>	<u>2,605,983.55</u>	<u>5,461,349.00</u>	<u>2,855,365.45</u>	<u>47.72%</u>
Total Change In Net Position	<u>270,637.03</u>	<u>(276,141.23)</u>	<u>163,905.83</u>	<u>(2,178,302.00)</u>	<u>(2,342,207.83)</u>	<u>-7.52%</u>

CITY OF WINSLOW
Check Register
All Bank Accounts - 06/08/2025 to 06/21/2025

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
ADVANCED INFOSYSTEMS	ACH	16735	06/13/2025	06/13/2025	271.96	PRE-PROCESSING DATA - 04/14/25	03922.001.50.3005 - postage	
ADVANCED INFOSYSTEMS	ACH	16735	06/13/2025	06/13/2025	271.96	PRE-PROCESSING DATA - 04/14/25	04921.001.50.3005 - postage	
ADVANCED INFOSYSTEMS	ACH	16735	06/13/2025	06/13/2025	271.96	PRE-PROCESSING DATA - 04/14/25	05929.001.50.3005 - postage	
ADVANCED INFOSYSTEMS	ACH	16770	06/13/2025	06/13/2025	273.10	PRE-PROCESSING DATA - 05/30/25	03922.001.50.3005 - postage	
ADVANCED INFOSYSTEMS	ACH	16770	06/13/2025	06/13/2025	273.10	PRE-PROCESSING DATA - 05/30/25	04921.001.50.3005 - postage	
ADVANCED INFOSYSTEMS	ACH	16770	06/13/2025	06/13/2025	273.10	PRE-PROCESSING DATA - 05/30/25	05929.001.50.3005 - postage	
					<u>\$1,635.18</u>			
					\$1,635.18			
Arizona School Resource Assoc.	Refund	06102025	06/10/2025	06/10/2025	-328.06	Refund for Officer Moncayo	01850.034.25.2159 - training & seminar	
					<u>(\$328.06)</u>			
ARIZONA STATE PARKS	110104	061625	06/18/2025	06/18/2025	50.00	PERMIT FOR PARK USE	20819.001.50.3299 - other supplies	
					<u>\$50.00</u>			
ARIZONA STATE RETIREMENT SY	ACH	PR061525-221	06/18/2025	06/20/2025	55.96	Arizona State Retirement Misc	0107065 - Payroll - AZ State Retirement	
ARIZONA STATE RETIREMENT SY	ACH	PR061525-221	06/18/2025	06/20/2025	534.04	Arizona State Retirement LTD	0107065 - Payroll - AZ State Retirement	
ARIZONA STATE RETIREMENT SY	ACH	PR061525-221	06/18/2025	06/20/2025	1,580.38	Arizona State Retirement OT	0107065 - Payroll - AZ State Retirement	
ARIZONA STATE RETIREMENT SY	ACH	PR061525-221	06/18/2025	06/20/2025	41,511.16	Arizona State Retirement	0107065 - Payroll - AZ State Retirement	
					<u>\$43,681.54</u>			
AZ DEPARTMENT OF REVENUE	ACH	PR061525-5765	06/18/2025	06/20/2025	6,855.54	State Income Tax	0107061 - Payroll - State Withholding	
					<u>\$6,855.54</u>			
AZ DEPT. OF ECONOMIC SECURI	ACH	PR061525-21	06/18/2025	06/20/2025	504.34	Child Support AZ1	0107025 - Payable - ChildSupport/Garn	
					<u>\$504.34</u>			
AZ PUBLIC SERVICE	ACH	2109836533-05.2	06/10/2025	06/10/2025	103.61	1504 CENTRAL ST 04/21/25 - 05/21/25	01888.044.21.2050 - utilities	
					<u>\$103.61</u>			
AZ STATE PRISON-WINSLOW	110102	WWINS0525	06/12/2025	06/12/2025	123.28	WINSLOW INMATE LABOR MILEAGE 05/01/25 - 0	01825.032.20.2040 - Non professional	
AZ STATE PRISON-WINSLOW	110105	W015643250328	06/12/2025	06/18/2025	74.50	WINSLOW INMATE LABOR 03/08/25 - 03/21/25	01825.001.20.2040 - non-professional	
AZ STATE PRISON-WINSLOW	110105	W015652250606	06/18/2025	06/18/2025	81.00	WINSLOW INMATE LABOR 05/17/25 - 05/30/25	01825.001.20.2040 - non-professional	
AZ STATE PRISON-WINSLOW	110105	W015653250509	06/18/2025	06/18/2025	90.00	WINSLOW INMATE LABOR 04/19/25 - 05/02/25	01825.001.20.2040 - non-professional	
AZ STATE PRISON-WINSLOW	110105	W015655250228	06/12/2025	06/18/2025	79.50	WINSLOW INMATE LABOR 02/08/25 - 02/21/25	01825.001.20.2040 - non-professional	
AZ STATE PRISON-WINSLOW	110105	W015672250523	06/12/2025	06/18/2025	49.50	WINSLOW INMATE LABOR 05/03/25 - 05/16/25	01825.001.20.2040 - non-professional	
					<u>\$374.50</u>			
					<u>\$497.78</u>			
AZ STATE TREASURER	110060	MAY-25	06/12/2025	06/12/2025	5,313.22	AZ STATE TREASURER'S OFFICE-COURT FEES	0107011 - Court Fees and Fines Payab	
					<u>\$5,313.22</u>			
BARTON ARCHITECTURE, PLLC	110061	ADOPT-A-STREE	06/12/2025	06/12/2025	36.75	PRINT SERVICES - ADOPT-A-STREET	07871.055.20.2039 - other prof.service	
BARTON ARCHITECTURE, PLLC	110061	SPORTS COMPL	06/12/2025	06/12/2025	91.00	PRINT SERVICES - SPORTS COMPLEX	13001.001.80.4104 - Capital - General	
					<u>\$127.75</u>			
					<u>\$127.75</u>			
BREWER, ALYCE	110062	060925	06/12/2025	06/12/2025	50.00	GSH DEPOSIT REFUND 06/06/25	0107040 - Deposits	
					<u>\$50.00</u>			
CAJIAN CREATIONS	110063	001	06/12/2025	06/12/2025	10,000.00	REIMBURSEMENT ON APPROVED EXPENSES	01836.061.29.2935 - Awards	
					<u>\$10,000.00</u>			
CALDWELL, FRANKLIN	110064	52325	06/12/2025	06/12/2025	260.00	PSPRS PREMIUM INSURANCE STIPEND REIMB	0107040 - Deposits	
					<u>\$260.00</u>			

CITY OF WINSLOW
Check Register
All Bank Accounts - 06/08/2025 to 06/21/2025

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
CALIFORNIA STATE	ACH	PR060125-5766	06/05/2025	06/09/2025	853.24	Child Support CA1	0107025 - Payable - ChildSupport/Gam	
CALIFORNIA STATE	ACH	PR061525-5766	06/18/2025	06/20/2025	904.16	Child Support CA1	0107025 - Payable - ChildSupport/Gam	
					<u>\$1,757.40</u>			
					\$1,757.40			
CANO, ERNEST	110106	06022025	06/18/2025	06/18/2025	600.00	JUNE JAMS BAND 06/02/25	01820.036.29.2995 - special events	
					<u>\$600.00</u>			
CANO, ROBERTA	110065	060425	06/12/2025	06/12/2025	150.00	REIMBURSEMENT FOR BREAKFAST BURRITOS	01801.001.50.3080 - Food	
					<u>\$150.00</u>			
CASEY'S	110107	CITYWIDE - MAY	06/18/2025	06/18/2025	10.18	CITYWIDE MAY 2025	13001.001.80.4325 - Vargas Field/Ram	
CASEY'S	110107	CITYWIDE - MAY	06/18/2025	06/18/2025	51.91	CITYWIDE MAY 2025	04921.001.50.3299 - other supplies	
CASEY'S	110107	FACILITIES - MA	06/18/2025	06/18/2025	36.80	FACILITIES MAY 2025	01830.022.50.3299 - other supplies	
CASEY'S	110107	FACILITIES - MA	06/18/2025	06/18/2025	45.05	FACILITIES MAY 2025	01850.125.50.3299 - other supplies	
CASEY'S	110107	FACILITIES - MA	06/18/2025	06/18/2025	271.24	FACILITIES MAY 2025	13001.001.80.4325 - Vargas Field/Ram	
CASEY'S	110107	PARKS - MAY-25	06/18/2025	06/18/2025	27.73	PARKS MAY 2025	13001.001.80.4325 - Vargas Field/Ram	
CASEY'S	110107	PARKS - MAY-25	06/18/2025	06/18/2025	37.40	PARKS MAY 2025	01825.032.50.3100 - small tools/minor	
CASEY'S	110107	PARKS - MAY-25	06/18/2025	06/18/2025	39.11	PARKS MAY 2025	01825.040.50.3299 - other supplies	
CASEY'S	110107	PARKS - MAY-25	06/18/2025	06/18/2025	160.84	PARKS MAY 2025	01825.001.50.3299 - other supplies	
CASEY'S	110107	PARKS - MAY-25	06/18/2025	06/18/2025	376.82	PARKS MAY 2025	01825.032.50.3299 - other supplies	
CASEY'S	110107	ROADSIDE-MAY-	06/18/2025	06/18/2025	48.13	ROADSIDE MAY 2025	07871.018.50.3299 - other supplies	
CASEY'S	110107	STREETS - MAY-	06/18/2025	06/18/2025	452.13	STREETS MAY 2025	07871.055.50.3299 - other supplies	
CASEY'S	110107	WATER - MAY-25	06/18/2025	06/18/2025	37.20	WATER MAY 2025	03922.001.50.3100 - small tools/minor	
CASEY'S	110107	WATER - MAY-25	06/18/2025	06/18/2025	57.40	WATER MAY 2025	03922.001.20.2041 - General Repairs	
CASEY'S	110107	WATER - MAY-25	06/18/2025	06/18/2025	169.96	WATER MAY 2025	03922.001.50.3299 - other supplies	
CASEY'S	110107	WW - MAY-25	06/18/2025	06/18/2025	11.46	WW MAY 2025	05929.001.50.3299 - other supplies	
					<u>\$1,835.36</u>			
					\$1,835.36			
CHATWIN, REESE	110108	882311	06/18/2025	06/18/2025	470.00	WINDOW AND SCREEN CLEANING CITY HALL A	01830.022.20.2039 - other prof.service	
					<u>\$470.00</u>			
CHAVEZ, MONIQUE	110066	060325	06/12/2025	06/12/2025	244.70	TRAVEL REIMBURSEMENT 05/16/25	21836.001.25.2151 - travel/lodging/me	
					<u>\$244.70</u>			
Checkr, Inc	EFT	1870338	06/09/2025	06/09/2025	43.43	Background checks	01811.001.20.2039 - other prof.service	
					<u>\$43.43</u>			
CINTAS	110067	4232391262	06/12/2025	06/12/2025	25.61	UNIFORMS - 06/02/25	04921.001.50.3084 - uniforms & related	
CINTAS	110067	4232391262	06/12/2025	06/12/2025	58.67	UNIFORMS - 06/02/25	12940.065.50.3084 - uniforms/related it	
CINTAS	110067	4232391262	06/12/2025	06/12/2025	88.73	UNIFORMS - 06/02/25	03922.001.50.3084 - uniforms & related	
CINTAS	110067	4232391262	06/12/2025	06/12/2025	103.68	UNIFORMS - 06/02/25	05929.001.50.3084 - uniforms & related	
CINTAS	110067	4232391299	06/12/2025	06/12/2025	32.63	UNIFORMS - 06/02/25	07871.018.50.3084 - uniforms/related it	
CINTAS	110067	4232391299	06/12/2025	06/12/2025	50.76	UNIFORMS - 06/02/25	01830.022.50.3084 - uniforms & related	
CINTAS	110067	4232391299	06/12/2025	06/12/2025	105.40	UNIFORMS - 06/02/25	01825.001.50.3084 - uniforms & related	
CINTAS	110067	4232391299	06/12/2025	06/12/2025	<u>110.95</u>	UNIFORMS - 06/02/25	07871.055.50.3084 - uniforms/related it	
					\$576.43			
CINTAS	110109	4233132646	06/18/2025	06/18/2025	25.61	UNIFORMS - 06/09/25	04921.001.50.3084 - uniforms & related	
CINTAS	110109	4233132646	06/18/2025	06/18/2025	58.67	UNIFORMS - 06/09/25	12940.065.50.3084 - uniforms/related it	
CINTAS	110109	4233132646	06/18/2025	06/18/2025	88.73	UNIFORMS - 06/09/25	03922.001.50.3084 - uniforms & related	
CINTAS	110109	4233132646	06/18/2025	06/18/2025	103.68	UNIFORMS - 06/09/25	05929.001.50.3084 - uniforms & related	
CINTAS	110109	4233132816	06/18/2025	06/18/2025	9.12	UNIFORMS - 06/09/25	01825.001.20.2039 - other prof. service	
CINTAS	110109	4233132816	06/18/2025	06/18/2025	38.28	UNIFORMS - 06/09/25	07871.018.50.3084 - uniforms/related it	
CINTAS	110109	4233132816	06/18/2025	06/18/2025	53.72	UNIFORMS - 06/09/25	01830.022.50.3084 - uniforms & related	

CITY OF WINSLOW
Check Register
All Bank Accounts - 06/08/2025 to 06/21/2025

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
CINTAS	110109	4233132816	06/18/2025	06/18/2025	68.42	UNIFORMS - 06/09/25	01830.022.20.2039 - other prof.service	
CINTAS	110109	4233132816	06/18/2025	06/18/2025	110.28	UNIFORMS - 06/09/25	01825.001.50.3084 - uniforms & related	
CINTAS	110109	4233132816	06/18/2025	06/18/2025	110.71	UNIFORMS - 06/09/25	07871.055.50.3084 - uniforms/related it	
					<u>\$667.22</u>			
					\$1,243.65			
CITY OF WINSLOW	110068	1001517	06/12/2025	06/12/2025	600.00	UTILITY ASSISTANCE 06/09/25	2107306 - Utility Assistance ARPA Fun	
CITY OF WINSLOW	110068	1001607	06/12/2025	06/12/2025	329.62	UTILITY ASSISTANCE 06/09/25	2107306 - Utility Assistance ARPA Fun	
CITY OF WINSLOW	110068	1001714 06/09/25	06/12/2025	06/12/2025	219.07	UTILITY ASSISTANCE 06/09/25	2107306 - Utility Assistance ARPA Fun	
CITY OF WINSLOW	110068	10154001	06/12/2025	06/12/2025	511.56	UTILITY ASSISTANCE 06/09/25	2107306 - Utility Assistance ARPA Fun	
CITY OF WINSLOW	110068	11382000 06/10/2	06/12/2025	06/12/2025	419.72	UTILITY ASSISTANCE 06/10/25	2107306 - Utility Assistance ARPA Fun	
CITY OF WINSLOW	110068	12182006	06/12/2025	06/12/2025	600.00	UTILITY ASSISTANCE 06/09/25	2107306 - Utility Assistance ARPA Fun	
CITY OF WINSLOW	110068	5164002 06/09/25	06/12/2025	06/12/2025	37.02	UTILITY ASSISTANCE 06/09/25	2107306 - Utility Assistance ARPA Fun	
					<u>\$2,716.99</u>			
CITY OF WINSLOW	110110	1001834	06/18/2025	06/18/2025	268.05	UTILITY ASSISTANCE 06/18/25	2107306 - Utility Assistance ARPA Fun	
CITY OF WINSLOW	110110	1380003	06/18/2025	06/18/2025	223.15	UTILITY ASSISTANCE 06/18/25	2107306 - Utility Assistance ARPA Fun	
CITY OF WINSLOW	110110	2156005	06/18/2025	06/18/2025	120.38	UTILITY ASSISTANCE 06/18/25	2107306 - Utility Assistance ARPA Fun	
CITY OF WINSLOW	110110	5556501	06/18/2025	06/18/2025	187.35	UTILITY ASSISTANCE 06/18/25	2107306 - Utility Assistance ARPA Fun	
					<u>\$798.93</u>			
CITY OF WINSLOW	ACH	1007/1001533-05	06/11/2025	06/11/2025	152.64	CITY WIDE WATER BILL - MAY 2025	05929.001.21.2050 - utilities	
CITY OF WINSLOW	ACH	1007/1001533-05	06/11/2025	06/11/2025	152.64	CITY WIDE WATER BILL - MAY 2025	12940.065.21.2050 - utilities	
CITY OF WINSLOW	ACH	1007/1001533-05	06/11/2025	06/11/2025	152.68	CITY WIDE WATER BILL - MAY 2025	03922.001.21.2050 - utilities	
CITY OF WINSLOW	ACH	1007/1001533-05	06/11/2025	06/11/2025	176.74	CITY WIDE WATER BILL - MAY 2025	02900.001.21.2050 - utilities	
CITY OF WINSLOW	ACH	1007/1001533-05	06/11/2025	06/11/2025	186.71	CITY WIDE WATER BILL - MAY 2025	21835.401.21.2050 - utilities	
CITY OF WINSLOW	ACH	1007/1001533-05	06/11/2025	06/11/2025	3,292.62	CITY WIDE WATER BILL - MAY 2025	07871.018.21.2050 - utilities	
CITY OF WINSLOW	ACH	1007/1001533-05	06/11/2025	06/11/2025	12,216.14	CITY WIDE WATER BILL - MAY 2025	01888.001.21.2050 - utilities	
					<u>\$19,846.09</u>			
COLONIAL	ACH	PR060125-53	06/05/2025	06/18/2025	17.33	Colonial Post Tax	0107073 - Payroll - Elective Benefits	
COLONIAL	ACH	PR061525-53	06/18/2025	06/18/2025	17.33	Colonial Post Tax	0107073 - Payroll - Elective Benefits	
					<u>\$34.66</u>			
					\$34.66			
DECKER CHIROPRACTIC, P.C.	110069	CW2507	06/12/2025	06/12/2025	120.00	CD/ MEDICAL EXAM 06/05/25	01811.001.20.2006 - medical services	
DECKER CHIROPRACTIC, P.C.	110111	CW2508	06/18/2025	06/18/2025	120.00	DOT MEDICAL EXAM 06/13/25	01811.001.20.2006 - medical services	
					<u>\$240.00</u>			
DEERE & COMPANY	110070	117769251	06/12/2025	06/12/2025	61,435.44	JD 2653B Trim & Surrounds Mower	13001.001.80.4105 - Clear Creek Irriga	
					<u>\$61,435.44</u>			
DIXON, VANGELCIA	110071	060925	06/12/2025	06/12/2025	100.00	MCHOOD PARK DEPOSIT & RENTAL REFUND	0107040 - Deposits	
					<u>\$100.00</u>			
DYNA ROCK LLC	110072	DR2025-136	06/12/2025	06/12/2025	328.29	CLASS II ABC FOR STREETS DEPT	07871.055.50.3299 - other supplies	
DYNA ROCK LLC	110072	DR2025-145	06/12/2025	06/12/2025	1,858.55	CLASS II ABC & SILT FOR WATER DEPT	03922.001.50.3299 - other supplies	
					<u>\$2,186.84</u>			
					\$2,186.84			
EDWARDS & AMATO, P.C.	110073	1214	06/12/2025	06/12/2025	4,226.75	POLICE LEGAL ADVISOR SERVICES FOR 2025 Q	01850.034.23.2082 - Annual Support/W	
					<u>\$4,226.75</u>			
FIRST BAPTIST CHURCH	110074	060925	06/12/2025	06/12/2025	150.00	MCHOOD PARK DEPOSIT & RENTAL FEE -CANC	0107040 - Deposits	
					<u>\$150.00</u>			

CITY OF WINSLOW
Check Register
All Bank Accounts - 06/08/2025 to 06/21/2025

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
GLOBAL LOGISTICS DEVELOPME	ACH	4377	06/09/2025	06/09/2025	37,500.00	I-40 TRADEPORT CORRIDOR/FEDERAL LEGISLA	13001.001.20.2039 - Levee Legal/Lobb	
					\$37,500.00			
GovOS, INC	ACH	INV-9999	06/09/2025	06/09/2025	5,966.21	RENEWAL 2025 - 2026	01888.044.23.2082 - Annual Support/W	
					\$5,966.21			
GWR LLC	110075	AIRPORT-JUN.25	06/12/2025	06/12/2025	200.00	PORTABLE TOILETS - AIRPORT	02900.001.20.2039 - other prof.service	
GWR LLC	110075	DOWNTOWN-JU	06/12/2025	06/12/2025	400.00	PORTABLE TOILETS - DOWNTOWN	01888.001.20.2039 - other prof.service	
GWR LLC	110075	ROUTE66-JUN.2	06/12/2025	06/12/2025	400.00	PORTABLE TOILETS - ROUTE 66	01825.001.20.2039 - other prof. service	
GWR LLC	110075	TOM HARRIS-JU	06/12/2025	06/12/2025	400.00	PORTABLE TOILETS - TOM HARRIS FIELD	01825.001.20.2039 - other prof. service	
GWR LLC	110075	TRANSFER STA	06/12/2025	06/12/2025	200.00	PORTABLE TOILETS - TRANSFER STATION	04921.001.20.2039 - other prof service	
					\$1,600.00			
					\$1,600.00			
HANCOCK, JENNY	110076	060925	06/12/2025	06/12/2025	50.00	POOL PARTY DEPOSIT REFUND 06/07/25	0107040 - Deposits	
					\$50.00			
HAYES, JALEISA	110077	060925	06/12/2025	06/12/2025	50.00	POOL PARTY DEPOSIT REFUND 06/08/25	0107040 - Deposits	
					\$50.00			
HSA BANK	ACH	PR061525-5769	06/18/2025	06/20/2025	897.16	HSA ES	0107082 - Payroll- Health Savings Acct	
HSA BANK	ACH	PR061525-5769	06/18/2025	06/20/2025	1,647.58	HSA EF	0107082 - Payroll- Health Savings Acct	
HSA BANK	ACH	PR061525-5769	06/18/2025	06/20/2025	1,989.14	HSA EE	0107082 - Payroll- Health Savings Acct	
HSA BANK	ACH	PR061525-5769	06/18/2025	06/20/2025	2,195.79	HSA EC	0107082 - Payroll- Health Savings Acct	
					\$6,729.67			
					\$6,729.67			
INFINITY HOOLAAGOO HOME CA	110078	060925	06/12/2025	06/12/2025	50.00	MCHOOD PARK DEPOSIT REFUND	0107040 - Deposits	
					\$50.00			
INTEGRATED SOUND & SECURIT	110079	040829	06/12/2025	06/12/2025	172.50	ALARM PANEL NOT WORKING-UPDATE INSTALL	01888.044.20.2039 - other prof.service	
INTEGRATED SOUND & SECURIT	110079	040837	06/12/2025	06/12/2025	45.00	ACCOUNTING/ANIMAL SHELTER/WATER TRMT -	01850.125.20.2039 - other prof.service	
INTEGRATED SOUND & SECURIT	110079	040837	06/12/2025	06/12/2025	45.00	ACCOUNTING/ANIMAL SHELTER/WATER TRMT -	01888.001.20.2039 - other prof.service	
INTEGRATED SOUND & SECURIT	110079	040837	06/12/2025	06/12/2025	90.00	ACCOUNTING/ANIMAL SHELTER/WATER TRMT -	05929.001.20.2039 - other prof service	
INTEGRATED SOUND & SECURIT	110079	040911	06/12/2025	06/12/2025	45.00	CITY HALL - JUNE 2025	01888.001.20.2039 - other prof.service	
INTEGRATED SOUND & SECURIT	110079	040914	06/12/2025	06/12/2025	45.00	LIBRARY 617 W 2ND ST - 06/01/25	01819.001.20.2039 - other prof.service	
					\$442.50			
					\$442.50			
INTERNAL REVENUE SERVICE	ACH	PR061525-5764	06/18/2025	06/20/2025	9,129.64	Medicare Tax	0107063 - Payroll - FICA	
INTERNAL REVENUE SERVICE	ACH	PR061525-5764	06/18/2025	06/20/2025	18,417.75	Federal Income Tax	0107060 - Payroll - Federal Withholding	
INTERNAL REVENUE SERVICE	ACH	PR061525-5764	06/18/2025	06/20/2025	34,921.84	Social Security Tax	0107063 - Payroll - FICA	
					\$62,469.23			
					\$62,469.23			
IWORQ	110112	212335	06/18/2025	06/18/2025	1,043.33	ANNUAL WORK ORDER SOFTWARE AND SUPP	01825.001.23.2082 - Annual Support/W	
IWORQ	110112	212335	06/18/2025	06/18/2025	1,043.33	ANNUAL WORK ORDER SOFTWARE AND SUPP	03922.001.23.2082 - Annual Support/W	
IWORQ	110112	212335	06/18/2025	06/18/2025	1,043.33	ANNUAL WORK ORDER SOFTWARE AND SUPP	05929.001.23.2082 - Annual Support/W	
IWORQ	110112	212335	06/18/2025	06/18/2025	1,043.33	ANNUAL WORK ORDER SOFTWARE AND SUPP	07871.055.23.2082 - Annual Support/W	
IWORQ	110112	212335	06/18/2025	06/18/2025	2,643.34	ANNUAL WORK ORDER SOFTWARE AND SUPP	01830.022.23.2082 - Annual Support/W	
IWORQ	110112	212335	06/18/2025	06/18/2025	2,643.34	ANNUAL WORK ORDER SOFTWARE AND SUPP	12940.065.23.2082 - Annual Support/W	
					\$9,460.00			
					\$9,460.00			
JAMES, KIMBERLY	110113	060925	06/12/2025	06/18/2025	50.00	GSH DEPOSIT REFUND 06/07/25	0107040 - Deposits	
					\$50.00			

CITY OF WINSLOW
Check Register
All Bank Accounts - 06/08/2025 to 06/21/2025

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
JPMORGAN CHASE BANK NA	EFT	June 25	06/18/2025	06/18/2025	1,265.98	RAGHT Vision	0107066 - Payroll - Vision Insurance	
JPMORGAN CHASE BANK NA	EFT	June 25	06/18/2025	06/18/2025	1,747.38	Retiree Medical RAGHT	0106055 - Retiree Insurance	
JPMORGAN CHASE BANK NA	EFT	June 25	06/18/2025	06/18/2025	3,599.30	RAGHT Life	0107093 - Payroll - Employer Life/STD	
JPMORGAN CHASE BANK NA	EFT	June 25	06/18/2025	06/18/2025	7,709.96	RAGHT Dental	0107070 - Payroll - Dental Insurance	
JPMORGAN CHASE BANK NA	EFT	June 25	06/18/2025	06/18/2025	103,338.44	RAGHT Medical	0107072 - Payroll - Medical Insurance	
					\$117,661.06			
					\$117,661.06			
KNIGHT, SANDRA	110103	06162025	06/16/2025	06/16/2025	1,000.00	REIMBURSEMENT FOR PAYMENT TO BAND 06/1	0107040 - Deposits	
					\$1,000.00			
LOWRY, STEVE	110114	06022025	06/18/2025	06/18/2025	500.00	JUNE JAMS BAND 06/02/25	01820.036.29.2995 - special events	
					\$500.00			
MADISON NATIONAL	110080	612025	06/12/2025	06/12/2025	1,842.07	EMPLOYEE DEDUCTION-06/01/25	0107073 - Payroll - Elective Benefits	
					\$1,842.07			
McCAULEY CONSTRUCTION & TR	110082	MT2025-45	06/12/2025	06/12/2025	50,980.00	RAMADA INSTALLATION-FINAL INVOICE	13001.001.80.4325 - Vargas Field/Ram	
McCAULEY CONSTRUCTION & TR	110082	MT2025-46	06/12/2025	06/12/2025	3,451.50	ADDITIONAL CONCRETE FOR VARGAS RAMADA	13001.001.80.4325 - Vargas Field/Ram	
McCAULEY CONSTRUCTION & TR	110082	MT2025-57	06/12/2025	06/12/2025	48,841.00	REMOVE & REPLACE ASPHALT 2ND ST & 3RD S	13001.001.80.4332 - LRSP State Parks	
McCAULEY CONSTRUCTION & TR	110082	MT2025-58	06/12/2025	06/12/2025	34,990.00	LSRP Grant 9/11 Park improvements	13001.001.80.4332 - LRSP State Parks	
McCAULEY CONSTRUCTION & TR	110082	MT2025-59	06/12/2025	06/12/2025	6,675.00	MISC ASPHALT PATCHES AROUND WINSLOW 04	13001.001.80.4200 - street improveme	
					\$144,937.50			
McCAULEY CONSTRUCTION & TR	110115	MT2025-47	06/18/2025	06/18/2025	13,380.48	SIDEWALK IMPROVEMENT ON 3RD ST	13001.001.80.4201 - sidewalks/curbs/g	
					\$158,317.98			
NATIONWIDE ASRS 457	ACH	PR061525-6120	06/18/2025	06/18/2025	1,518.50	Nationwide ASRS 457	0107090 - Payroll - Deferred Comp	
					\$1,518.50			
NATIONWIDE ASRS ROTH	ACH	PR061525-6122	06/18/2025	06/18/2025	628.50	Nationwide ASRS Roth	0107090 - Payroll - Deferred Comp	
					\$628.50			
NATIONWIDE RETIREMENT SOLU	ACH	PR061525-6126	06/18/2025	06/18/2025	948.04	PSPRS FD T2 DCH	0107068 - Payroll - PSPRS Fire	
NATIONWIDE RETIREMENT SOLU	ACH	PR061525-6126	06/18/2025	06/18/2025	1,142.64	PSPRS FD T3 DCH	0107068 - Payroll - PSPRS Fire	
					\$2,090.68			
NATIONWIDE WINSLOW 457	ACH	PR061525-6121	06/18/2025	06/18/2025	1,694.00	Nationwide Winslow 457	0107090 - Payroll - Deferred Comp	
					\$1,694.00			
NATIONWIDE WINSLOW ROTH	ACH	PR061525-6123	06/18/2025	06/18/2025	195.00	Nationwide Winslow Roth	0107090 - Payroll - Deferred Comp	
					\$195.00			
NAVAJO COUNTY	110083	MAY-25	06/12/2025	06/12/2025	24.70	COURT FEES MAY 2025	0107011 - Court Fees and Fines Payab	
					\$24.70			
NELSON, KATHERINE	110084	060925	06/12/2025	06/12/2025	50.00	GSH DEPOSIT REFUND 06/08/25	0107040 - Deposits	
					\$50.00			
NEWMAN TRAFFIC SIGNS	110085	TRFINV061049	06/12/2025	06/12/2025	183.05	SIGN SUPPLIES 06/05/25	07871.055.50.3299 - other supplies	
					\$183.05			
OCCUPATIONAL HEALTH CENTER	110086	161958892	06/12/2025	06/12/2025	343.00	MEDICAL EXAM - J.TAGLER	01850.034.20.2039 - other prof.service	
					\$343.00			
OCCUPATIONAL SAFETY SERVIC	110087	14015	06/12/2025	06/12/2025	250.00	COMPLETE NON-DOT INVOICE 1 OF 4 APR 25 - J	01811.001.20.2006 - medical services	

CITY OF WINSLOW
Check Register
All Bank Accounts - 06/08/2025 to 06/21/2025

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
OCCUPATIONAL SAFETY SERVIC	110087	14016	06/12/2025	06/12/2025	250.00	COMPLETE NON-DOT INVOICE 4 OF 4 APR 25 - J	01811.001.20.2006 - medical services	
					\$500.00			
					\$500.00			
PAVEMENT SEALANTS & SUPPLY	110088	25297	06/12/2025	06/12/2025	3,173.40	COLD PATCH REPAIR 01/30/25	13001.001.80.4200 - street improve	
					\$3,173.40			
PHOENIX DIRECT COMMUNICATI	110116	6114	06/18/2025	06/18/2025	109.96	GPS FOR TRANSIT VEHICLES 06/14/25	21835.401.20.2082 - Annual Support/W	
					\$109.96			
Pierce Coleman PLLC	110089	30874	06/12/2025	06/12/2025	295.00	ATLAS DEVELOPMENT AGREEMENT - MAY 202	01807.001.20.2039 - other prof.service	
Pierce Coleman PLLC	110089	30875	06/12/2025	06/12/2025	14,516.00	ATTORNEY FEES - MAY 2025	01807.001.20.2039 - other prof.service	
					\$14,811.00			
					\$14,811.00			
PIONEER TITLE AGENCY	WIRE	Esc 72503985-02	06/16/2025	06/16/2025	31,567.00	Land purchase	13001.001.80.4104 - Capital - General	
					\$31,567.00			
PITNEY BOWES INC	ACH	060925	06/09/2025	06/09/2025	2,000.00	POSTAGE REFILL 05/01/25 - 05/31/25	01888.001.50.3005 - postage	
					\$2,000.00			
PUBLIC SAFETY RETIREMENT	ACH	PR061525-6113	06/18/2025	06/20/2025	296.20	PSPRS FD ACR	0107068 - Payroll - PSPRS Fire	
PUBLIC SAFETY RETIREMENT	ACH	PR061525-6113	06/18/2025	06/20/2025	1,208.75	PSPRS FD T2 DB	0107068 - Payroll - PSPRS Fire	
PUBLIC SAFETY RETIREMENT	ACH	PR061525-6113	06/18/2025	06/20/2025	3,386.06	PSPRS FD T3 DB	0107068 - Payroll - PSPRS Fire	
PUBLIC SAFETY RETIREMENT	ACH	PR061525-6113	06/18/2025	06/20/2025	6,800.81	PSPRS PD T2 DB	0107067 - Payroll - PSPRS Police	
PUBLIC SAFETY RETIREMENT	ACH	PR061525-6113	06/18/2025	06/20/2025	9,952.93	PSPRS PD T1 DB	0107067 - Payroll - PSPRS Police	
PUBLIC SAFETY RETIREMENT	ACH	PR061525-6113	06/18/2025	06/20/2025	16,363.36	PRPRS PD T3 DB	0107067 - Payroll - PSPRS Police	
					\$38,008.11			
PUBLIC SAFETY RETIREMENT	EFT	PPE 6.15.25	06/17/2025	06/17/2025	-480.88	FD Credit	01860.001.02.1103 - public safety retire	
					\$37,527.23			
QUAIL CONSTRUCTION LLC	110090	FG17822	06/12/2025	06/12/2025	1,050.00	SIGN POST 05/31/25	07871.055.50.3299 - other supplies	
					\$1,050.00			
SCOTT ANIMAL HOSPITAL	110091	81431	06/12/2025	06/12/2025	1,141.74	WACF VETERINARY SERVICES MAY 2025	01850.125.20.2039 - other prof.service	
					\$1,141.74			
SECURITY BENEFIT	ACH	PR061525-5768	06/18/2025	06/20/2025	95.00	Security Benefit 457	0107090 - Payroll - Deferred Comp	
					\$95.00			
SEELEY, BECCA	110092	060925	06/12/2025	06/12/2025	175.00	LIFEGUARD INSTRUCTION COURSE	01820.040.25.2159 - training & seminar	
					\$175.00			
SJJ LAND AND CATTLE COMPANY	110117	1028	06/18/2025	06/18/2025	4,000.00	BUILDING RENTAL MAY & JUNE 2025	01830.022.26.2209 - Building Lease	
					\$4,000.00			
SPIRES, TERRI	110118	PLOTS	06/18/2025	06/18/2025	900.00	PURCHASE TWO PLOTS 17 AND 18	01825.032.50.3299 - other supplies	
					\$900.00			
STAGE ONE BUSINESS Solutio	110093	00141	06/12/2025	06/12/2025	5,416.66	CONSULTING SERVICES - 06/01/25	01836.061.20.2039 - other prof.service	
					\$5,416.66			
STATE OF AZ	ACH	05-01-25	06/09/2025	06/09/2025	-106.88	WATER TAX - MAY 2025	0309151 - Miscellaneous	

CITY OF WINSLOW
Check Register
All Bank Accounts - 06/08/2025 to 06/21/2025

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
STATE OF AZ	ACH	05-01-25	06/09/2025	06/09/2025	17,997.78	WATER TAX - MAY 2025	0307055 - State Sales Tax Payable	
					\$17,890.90			
					\$17,890.90			
THE BANK OF NEW YORK MELLO	EFT	June 2025	06/10/2025	06/10/2025	15,920.84	WWTR Bond Obligation	05929.001.26.2201 - WWTP BOND IN	
THE BANK OF NEW YORK MELLO	EFT	June 2025	06/10/2025	06/10/2025	19,583.34	WWTR Bond Obligation	05929.001.26.2200 - WWT BOND PRI	
					\$35,504.18			
					\$35,504.18			
THE KRUSE GROUP	110094	525	06/12/2025	06/12/2025	5,000.00	CONSULTANT SERVICES MAY 2025	13001.001.20.2039 - Levee Legal/Lobb	
					\$5,000.00			
THERESA BALAY ESTATE	110119	RFD 14610002.0	06/18/2025	06/18/2025	52.83	Deposit Refund: 14610002 - THERESA BALAY EST	0307040 - Utility Customer Deposits	
					\$52.83			
U.S. BANK	Wire	6.16.25	06/16/2025	06/16/2025	440.63	Water bond payment	03922.001.26.2201 - bond interest	
U.S. BANK	Wire	6.16.25	06/16/2025	06/16/2025	9,666.67	Water bond payment	03922.001.26.2200 - bond principal	
					\$10,107.30			
					\$10,107.30			
UNISOURCE ENERGY SERVICES-	ACH	1920140000-06.0	06/11/2025	06/11/2025	24.10	UNISOURCE 06/03/25 BILL DATE	01888.001.21.2050 - utilities	
UNISOURCE ENERGY SERVICES-	ACH	2375650000-06.0	06/11/2025	06/11/2025	2,181.71	UNISOURCE 06/03/25 BILL DATE	01888.001.21.2050 - utilities	
UNISOURCE ENERGY SERVICES-	ACH	3466795734-06.0	06/11/2025	06/11/2025	31.62	UNISOURCE 06/03/25 BILL DATE	01888.001.21.2050 - utilities	
UNISOURCE ENERGY SERVICES-	ACH	6817064869-06.0	06/11/2025	06/11/2025	22.39	UNISOURCE 06/03/25 BILL DATE	01888.001.21.2050 - utilities	
UNISOURCE ENERGY SERVICES-	ACH	7910240000-06.0	06/11/2025	06/11/2025	26.05	UNISOURCE 06/03/25 BILL DATE	01888.001.21.2050 - utilities	
UNISOURCE ENERGY SERVICES-	ACH	8629550000-06.0	06/11/2025	06/11/2025	51.66	UNISOURCE 06/03/25 BILL DATE	01888.001.21.2050 - utilities	
UNISOURCE ENERGY SERVICES-	ACH	8775988391-06.0	06/11/2025	06/11/2025	91.73	UNISOURCE 06/03/25 BILL DATE	01888.001.21.2050 - utilities	
					\$2,429.26			
					\$2,429.26			
UNIVERSAL POLICE SUPPLY CO.	110120	289506	06/18/2025	06/18/2025	1,564.04	POLICE CARRIER VEST - C EWARNEKE	01850.034.50.3084 - Uniforms & Relate	
					\$1,564.04			
VSS INTERNATIONAL	110121	20024335	06/18/2025	06/18/2025	184,832.99	2025 STREET MAINTENANCE PROJECT	13001.001.80.4200 - street improve	
					\$184,832.99			
WARNEKE, CAYDEN	110122	06122025-CW1	06/18/2025	06/18/2025	1,000.00	COMPLETION OF ACADEMY	01850.034.01.1001 - salaries	
WARNEKE, CAYDEN	110122	06122025-CW2	06/18/2025	06/18/2025	900.00	UNIFORM STIPEND	01850.034.50.3084 - Uniforms & Relate	
					\$1,900.00			
					\$1,900.00			
WASTE MANAGEMENT	ACH	0016140-0462-8	06/13/2025	06/13/2025	2,104.70	CITY OF WINSLOW 05/01/25 - 05/31/25	04921.001.22.2068 - Transfer Station T	
WASTE MANAGEMENT	ACH	0016140-0462-8	06/13/2025	06/13/2025	3,382.10	CITY OF WINSLOW 05/01/25 - 05/31/25	05929.001.22.2067 - Sludge Tonnage	
WASTE MANAGEMENT	ACH	0115996-0566-1	06/11/2025	06/11/2025	67,180.19	CITY OF WINSLOW MASTER RESID 05/01/25 - 05	04921.001.22.2065 - Residential SW &	
WASTE MANAGEMENT	ACH	0116020-0566-9	06/11/2025	06/11/2025	225.00	CITY OF WINSLOW COMM MASTER 05/01/25 - 05	01860.001.20.2039 - other prof.service	
					\$72,891.99			
					\$72,891.99			
WCD ENTERPRISES LLC	110095	432232	06/12/2025	06/12/2025	152.50	JANITORIAL SERVICES - MAY 2025	03922.001.20.2039 - other prof service	
WCD ENTERPRISES LLC	110095	432232	06/12/2025	06/12/2025	152.50	JANITORIAL SERVICES - MAY 2025	05929.001.20.2039 - other prof service	
WCD ENTERPRISES LLC	110095	432232	06/12/2025	06/12/2025	5,315.00	JANITORIAL SERVICES - MAY 2025	01888.001.20.2039 - other prof.service	
					\$5,620.00			
					\$5,620.00			

CITY OF WINSLOW
Check Register
All Bank Accounts - 06/08/2025 to 06/21/2025

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
WEX BANK	ACH	105097658	06/11/2025	06/11/2025	15,312.22	CITYWIDE FUEL MAY 2025	12940.065.50.3062 - fuel/oil	
					\$15,312.22			
WHITE MOUNTAIN ECONOMIC DE	110096	1037	06/12/2025	06/12/2025	3,500.00	EDA GRANT WRITING SERVICES 03/18/25	01836.061.20.2039 - other prof.service	
					\$3,500.00			
WILLDAN	110123	002-34535	08/18/2025	06/18/2025	167.50	WILLDAN 2ND REVIEW - RICK LEE SOLAR INSTA	01835.060.20.2039 - other prof.service	
					\$167.50			
WINSLOW ASSOCIATION OF FIRE	110124	61525	06/18/2025	06/18/2025	50.00	FD/FIREFIGHTERS ASSOC. DUES 08/15/25	0107077 - Payroll - Firefighter's Assoc	
					\$50.00			
WINSLOW CHAMBER OF COMME	110097	MAY 25	06/12/2025	06/12/2025	14,079.00	BED TAX MAY 2025	0107206 - Bed Taxc Payable	
					\$14,079.00			
WINSLOW FORD	110098	30381	06/12/2025	06/12/2025	15,258.57	VEHICLE REPAIRS 2017 FORD SUPER DUTY	12940.065.20.2039 - other prof.service	
WINSLOW FORD	110125	37468	06/18/2025	06/18/2025	76,081.96	2024 FORD EXPEDITION	13001.001.70.4001 - Capital - Vehicles	
					\$91,340.53			
WINSLOW READY MIX INC.	110099	MT2025-131	06/12/2025	06/12/2025	1,044.12	SIDEWALK REPAIR 100. W ELM	13001.001.80.4201 - sidewalks/curbs/g	
WINSLOW READY MIX INC.	110099	W2025-129	06/12/2025	06/12/2025	844.12	SIDEWALK REPAIR COOPERTOWN PARK	13001.001.80.4201 - sidewalks/curbs/g	
WINSLOW READY MIX INC.	110099	W2025-130	06/12/2025	06/12/2025	479.05	SIDEWALK REPAIR FRANCIS & CENTRAL ST	13001.001.80.4201 - sidewalks/curbs/g	
WINSLOW READY MIX INC.	110099	W2025-137	06/12/2025	06/12/2025	837.14	SIDEWALK REPAIR 900 BK OF WILLIAMSON	13001.001.80.4201 - sidewalks/curbs/g	
					\$3,204.43			
					\$3,204.43			
WINSLOW, ISABELLA	110100	061025	06/12/2025	06/12/2025	271.17	TRAVEL REIMBURSEMENT 06/06/25	21836.002.25.2151 - travel/lodging/me	
					\$271.17			
Xpress Bill Pay	EFT	INV-XPR024027	06/09/2025	06/09/2025	783.76	XPress Monthly Support	04921.001.20.2039 - other prof service	
Xpress Bill Pay	EFT	INV-XPR024027	06/09/2025	06/09/2025	783.76	XPress Monthly Support	05929.001.20.2039 - other prof service	
Xpress Bill Pay	EFT	INV-XPR024027	06/09/2025	06/09/2025	783.77	XPress Monthly Support	03922.001.20.2039 - other prof service	
					\$2,351.29			
					\$2,351.29			
YAZZIE, EVERLENE	110101	060925	06/12/2025	06/12/2025	50.00	GSH DEPOSIT REFUND 06/05/25	0107040 - Deposits	
					\$50.00			
					\$1,144,317.99			

Minutes of the regular meeting of the Winslow City Council held on June 10, 2025 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 McKee, Councilmember Salazar, Councilmember Tafoya

MEMBERS ABSENT:

None

STAFF:

David Coolidge City Manager, Trish Stuhan City Attorney, Suzy Wetzel City Clerk, Michael Duran Fire Chief, Ernie Cano Acting Police Chief, Tim Westover Public Works Director, Jack Fitchett Economic Development Director (via Zoom), Kelley Ward Human Resources Director, Brandee Leary Librarian, Jason Sanks Planning & Zoning Hearing Officer (via Zoom)

Mayor Cano called the meeting to order. The Pledge was given and the Invocation was offered by Councilmember MacLean. Roll call was taken and all members were present.

CALL TO THE PUBLIC

None.

MAYOR AND COUNCILMEMBERS REPORTS

A. Current Events and Announcements

The following events and announcements were made under this item:

Councilmember Crisp

- Astro Event at Homolovi Observatory on June 21st
- Grant award to Old Trails Museum to develop museum collection center
- Free showing of Coco at the theater on June 11th
- Pride weekend events on June 27th & 28th
- Recent meeting with Arizona Department of Agriculture

Councilmember McKee

- Taste of Winslow on June 27th

Mayor Cano

- Details of the Community Clean-Up Day scheduled for June 21st
- Native American Pow Wow on June 28th & 29th
- Rod Sullivan/Dale Thomas Poker Run on June 14th

Councilmember MacLean

- Electric Dance Party on June 12th
- June Jams on Saturdays at Route 66 Plaza

B. Future Agenda Items

None.

SCHEDULED PRESENTATIONS AND PROCLAMATIONS**A. Quarterly Northland Pioneer College (NPC) Report Which May Include Update on the 2025-2030 Strategic Planning Process, Introduction of New Friends & Family Executive Director and Little Colorado Campus Activities**

After announcing that she will be retiring on June 30th, Betsyann Wilson introduced Jesse Reeck as the new NPC Friends & Family Executive Director. Members of the Council congratulated Ms. Wilson on her retirement.

Ms. Reeck commented briefly on her background including three years as an NPC faculty member. Ms. Reeck then provided information regarding the following items:

- Summer session underway; second of three years of free tuition for summer classes
- Fall registration now open
- Details of new Construction Program and Automotive Technology Class at Painted Desert Campus
- Nursing Program and Cosmetology class at Little Colorado Campus
- Storytelling Festival at Little Colorado Campus on July 18th

Development Coordinator Karen Zimmerman shared information regarding scholarships that were awarded in fiscal year 24/25 and scholarship opportunities for the upcoming year. Ms. Zimmerman also announced details of the Pedal the Petrified event on September 27th.

At the conclusion of the report, Ms. Reeck and Ms. Zimmerman responded to questions and comments from the Council.

STATUS REPORTS

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

The City Manager provided detailed updates regarding the following projects:

- 9/11 Park renovations (LSRP Grant)
- Pocket Park upgrades (LWCF Grant)
- New water tank (EPA 595 Grant)
- All Access Playground (CDBG funds)
- Streets project on Aspinwall & Fourth Street from Pope to Alfred Avenue

The City Manager then provided detailed updates regarding the following grant submissions:

- T-Mobile Hometown Grant for development of a food truck court at First Street & Kinsley Avenue
- FY 26 Earmarks - \$800,000 for police vehicles & \$70,000 to equip fire truck with emergency medical service monitors & defibrillators
- EDA Incubator Grant - grant submitted to fund evaluation of building next to PD for use as a business incubator
- USDA LFPP Grant - grant submitted for continuation of the Farmers Market

The City Manager also discussed economic development projects that included issuance of certificate of occupancy for Las Marias, the anticipated opening date of Love's Truck Stop and the status of the Circle K Truck Stop, the Hampton Inn and the I-40 Tradeport.

In conclusion, the City Manager announced details of the June 21st Community Clean-up followed by a brief discussion regarding the meeting location for volunteers. The City Manager also responded to a question from Mayor Cano regarding the I-40 Tradeport.

B. Zoning Hearing Officer Status Report Regarding Conditional Use Permit Review for April - June 2025

The Planning & Zoning Hearing Officer provided a report covering the following CUPs for April - June 2025:

1. 600 West Third Street – decorative landscape arbor over 6' tall in front yard of property
2. 107 East Gilmore – allow for keeping of chickens on a residential zoned property

The Planning & Zoning Hearing Officer concluded his report by stating that both CUPs are in compliance. The Planning & Zoning Hearing Officer also referenced the State statute and subsequent code amendment to allow up to six chickens by right on a lot and commented on how it relates to the CUP at 107 East Gilmore.

C. Quarterly Report by Fire Chief Which May Include Department Overview and Emergency Response Highlights

Before highlighting information from his written report, the Fire Chief discussed his mission and commitment to provide the highest level of service to both internal and external customers while protecting and supporting the men and women under his command.

The Fire Chief also explained the key responsibilities of the Community Risk Reduction (CRR) Division that focuses on proactive measures to prevent or mitigate the loss of life, property and resources due to fire and other disasters.

Emergency responses from this quarter included several small wildland fires along roadways and a BNSF train fire on March 2nd. The Fire Chief reported that following a reevaluation of how reimbursement claims are submitted, he opted to submit an invoice directly to BNSF for emergency services rendered during the train fire which resulted in reimbursement of \$270,000. Councilmember MacLean thanked the Fire Chief for being proactive with regard to reimbursement from BNSF.

CONSENT CALENDAR

Motion: Moved by Mayor Cano, seconded by Councilmember Cake, to approve the Consent Calendar. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee, Salazar 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 Regular Meeting of May 27, 2025**
- C. Discussion and/or Action to Approve Ordinance No. 1432 Amending Schedules 3 – Building Permit Fees, 4 - Community Services Fees, 5 - Development Services Fees and 6 – Fire Department Fees; and Adding Schedule 16 – Public Works Fees, of Ordinance No. 637, Schedule of Rates, Fees and Charges**
- D. Discussion and/or Action to Approve Agreement for Northeastern Arizona Law Enforcement Training Academy at the Northeast Arizona Training Center**

COUNCIL CONSIDERATION AND POSSIBLE ACTION

- A. Discussion and/or Action to Accept Offer to Purchase City Owned Property Located on West Second Street, Navajo County APN 103-16-342**

The City Manager referred to the staff report recommendation that the Council accept the offer and stated that the request at this time is to allow staff to provide a counter offer and give authority for staff to accept the offer which would then be brought back to the Council in ordinance form for approval. The City Manager further stated that staff would like to utilize the city's purchase and sale forms versus the forms that were submitted and included in the packet.

Motion: Moved by Councilmember MacLean, seconded by Councilmember McKee, to allow the City Manager to negotiate terms on parcel number 103-16-342 and authorize him to bring back to Council. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee, Salazar and Tafoya voting yes.

- B. Discussion and/or Action to Accept Offer to Purchase City Owned Property Located on North Douglas Avenue, Navajo County APN 103-16-044C**

The City Manager stated that this is one of the parcels that the Council determined could go on the market and explained that the offer of \$4,000 for the parcel, which is located across from the Triangle Park, is roughly less than half the listed price of \$9,000. The City Manager advised the Council that the buyer has agreed to pay the 3% commission to the listing agent as well, as the title fees, and intends to build a home on the parcel once it is combined to the parcel he already owns.

There was discussion regarding the offer of \$4,000 and the City Attorney responded to a question from Councilmember Crisp regarding a possible gift clause violation if the offer is accepted.

Motion: Moved by Mayor Cano, seconded by Councilmember Tafoya, to accept the offer for parcel number 103-16-044C. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee, Salazar and Tafoya voting yes.

C. Discussion and/or Action Regarding Cancellation of August 12, 2025 City Council Meeting

The City Manager discussed the League Conference and August meeting schedule and stated that a special meeting can be called if needed.

Motion: Moved by Mayor Cano, seconded by Councilmember McKee, to cancel the August 12th City Council meeting. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee, Salazar and Tafoya voting yes.

ADJOURNMENT

Motion: Moved by Councilmember Cake, seconded by Mayor Cano, to adjourn at 7:37 p.m. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee, Salazar 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 June 10, 2025 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 *June*, 2025.

Suzy Wetzel
City Clerk

Mayor
Roberta W. Cano

(928) 289-2422



Discover Winslow-A City in Motion

Council Members
Peter Cake
Samantha Crisp
Jim MacLean
Darcey McKee
Melcor Salazar
Daniel T. Tafoya

AGENDA DATE: June 24, 2025
TO: Honorable Mayor and City Council
FROM: Suzy Wetzel, City Clerk
SUBJECT: Liquor License Application Series #12 (Restaurant) for Shortys Tacos
Located at 108 East Second Street

RECOMMENDED MOTION

That the Mayor and City Council, by motion, approve the liquor license application for Shortys Tacos located at 108 East Second Street.

DISCUSSION

The attached #12 Liquor License Application for Shortys Tacos was received by the city on May 30, 2025. The application was posted for the required time period of 20 days and received no public comments. The City Inspector, Fire Chief and Police Chief have also reviewed the application and have no objections. Staff is therefore recommending approval of the application.

IMPACT ON BUDGET

None.

Respectfully submitted,

Suzy Wetzel

Suzy Wetzel, MMC
City Clerk

Reviewed by:

City Manager

Finance Director

City Attorney

State of Arizona
Department of Liquor Licenses and Control

Created 05/30/2025 @ 01:58:20 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	SHORTYS TACOS		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	108 E 2ND STREET WINSLOW, AZ 86047 USA		
Mailing Address:			
Phone:	(928)224-0058		
Alt. Phone:			
Email:	JREPINSKI@YAHOO.COM		

AGENT

Name:	JARED MICHAEL REPINSKI
Gender:	Male
Correspondence Address:	PO BOX 6252 CHANDLER, AZ 85246 USA
Phone:	(480)664-0389
Alt. Phone:	(602)327-2077
Email:	JREPINSKI22@YAHOO.COM

OWNER

Name:	SHORTYS TACOS LLC
Contact Name:	JARED MICHAEL REPINSKI
Type:	LIMITED LIABILITY COMPANY
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	PO BOX 6252 CHANDLER, AZ 85246 USA
Phone:	(480)664-0389
Alt. Phone:	(602)327-2077
Email:	JREPINSKI22@YAHOO.COM

both 7-29

APPLICATION INFORMATION

Application Number: 348540
Application Type: New Application
Created Date: 05/19/2025

RV

QUESTIONS & ANSWERS

012 Restaurant

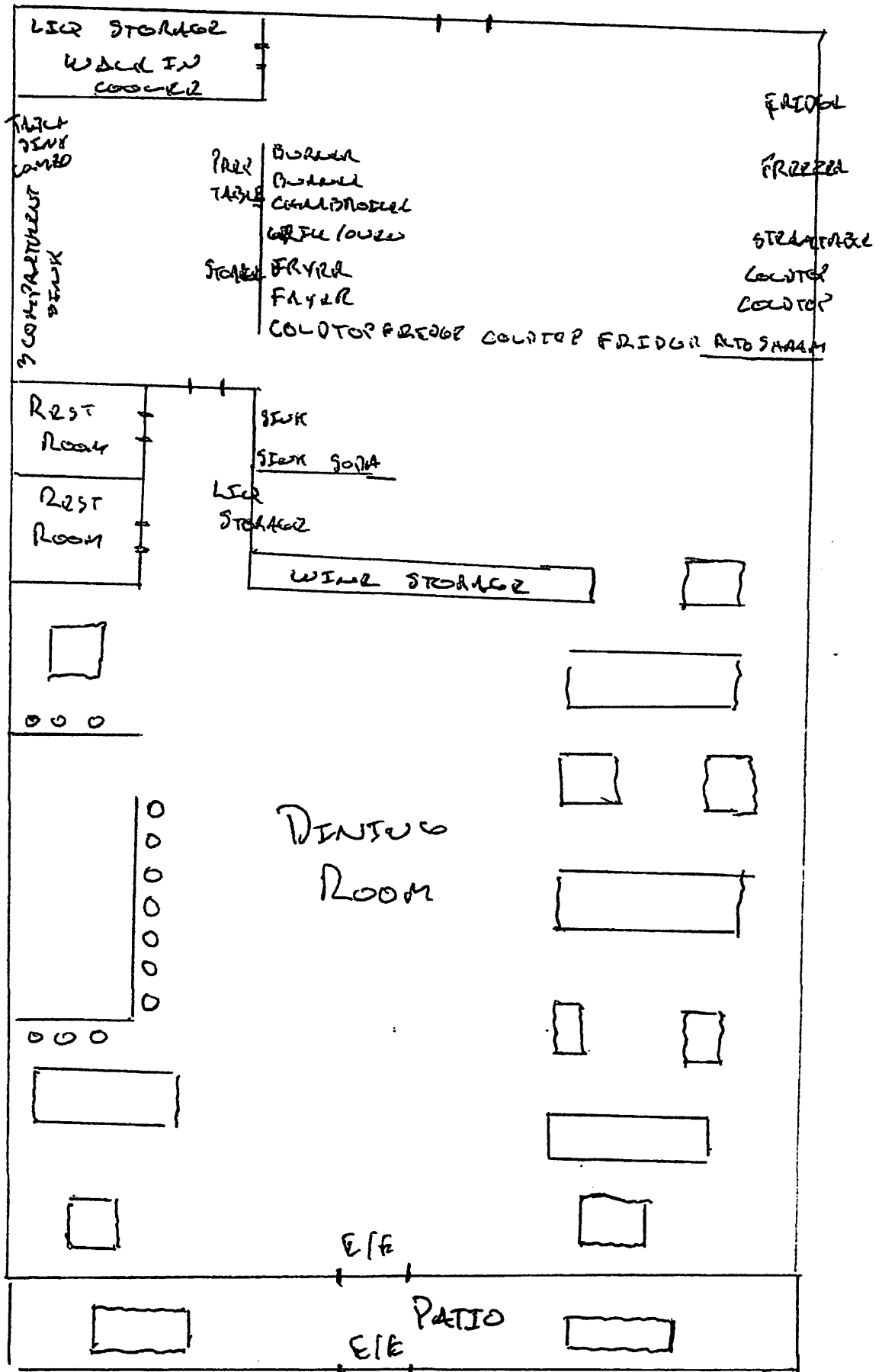
- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
TENANT
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
SEIZE, REMOVE, SELL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

N ↑

ESTIMATE 19 PM 2:00 AZULC

EIE

2,400
sq
ft



Mayor
Roberta W. Cano

(928) 289-2422



Council Members
Peter Cake
Samantha Crisp
James MacLean
Darcey McKee
Melcor Salazar
Daniel Tafoya

Discover Winslow-A City in Motion

AGENDA DATE: June 24, 2025

TO: Honorable Mayor and City Council

FROM: David Coolidge, City Manager

SUBJECT: Broker Real Estate Commission Agreement with Charles Tupper of West USA Realty, Inc.

RECOMMENDATION

That the Mayor and City Council, by motion, approve an amendment to the agreement and renew the agreement for the second of four (4) additional one (1) year extensions with Charles Tupper of West USA Realty, Inc. for real estate brokerage services, and authorize the City Manager and City Attorney to execute the final documents.

DISCUSSION

The City of Winslow entered into the initial agreement with Charles Tupper of West USA Realty, Inc. on February 13, 2024. The agreement allowed for an initial term, expiring June 30, 2024, and four (4) additional terms of one (1) year each, which shall be approved by the City Council, in writing, prior to rendering services for each such "Renewal Term". Approval of this agreement would exhaust the second of four (4) possible extensions to this agreement. Each year this agreement will be returned to City Council for approval. The scope of services and broker's duties will not change. The commission percentage will remain the same as the initial agreement, however, the amendment will address a minimum charge for smaller sales that will allow the broker to cover their costs in listing, marketing, and selling a property.

IMPACT ON BUDGET:

No impact on budget as commission is paid from proceeds on the sale of property.

Respectfully submitted,

David Coolidge
City Manager

Reviewed By:

Finance Director
City Attorney

Mayor
Roberta W. Cano

(928) 289-2422



Discover Winslow-A City in Motion

Council Members
Peter Cake
Samantha Crisp
Jim MacLean
Darcey McKee
Melcor Salazar
Daniel T. Tafoya

AGENDA DATE: June 24, 2025

TO: Honorable Mayor and City Council

FROM: Public Works Director

SUBJECT: Approval of McHood Park Reservoir Dredging Services Contract with Arrowhead Environmental, LLC, and authorize the City Manager to execute the Necessary Documents

RECOMMENDED MOTION

That Mayor and City Council, by motion, approve the McHood Park Reservoir dredging services contract with Arrowhead Environmental, LLC, at a daily rate of \$1585.00, not to exceed \$100,000.00 per fiscal year, and authorize the City Manager to execute the necessary documents.

DISCUSSION

Formal quotes were solicited and opened on May 28, 2025, as per the City's procurement policy, for dredging services. A total of one quote was received. Staff has reviewed the submittal and is recommending approval of the contract with Arrowhead Environmental, LLC.

Dredging is important to remove sediment buildup by removing silt, sand and debris. Dredging also maintains navigable water depths and enhances recreational value.

IMPACT ON BUDGET

Funds are budgeted in account 03.922.006.20.2039

Respectfully submitted,

Tim Westover

Tim Westover
Public Works Director

Reviewed by:

City Manager

City Attorney

Finance Director





**AGREEMENT
BETWEEN CITY OF WINSLOW
AND
ARROWHEAD ENVIRONMENTAL SPECIALTIES, LLC
FOR
DREDGING SERVICES
AT MCHOOD PARK RESERVOIR**

THIS Agreement is entered into between the City of Winslow, Arizona, a municipal corporation, hereinafter referred to as the “City” and Arrowhead Environmental Specialties, LLC, hereinafter referred to as the “Contractor.”

FOR THE PURPOSE of providing provide dredging services at the McHood Park Reservoir, the City and Contractor do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the Contractor. In consideration of the mutual promises contained in this Agreement, the City engages the Contractor to render services set forth herein, in accordance with all the terms and conditions contained in this Agreement.

1.2 Scope of Services. The Contractor shall do, perform, and carry out in a satisfactory and proper manner, as determined by the City, the services set forth in this Agreement, including all exhibits (“Services”). The specific scope of work is set forth in **Exhibit A**.

1.3 Responsibility of the Contractor.

1.3.1 Contractor shall tour the Services site and become familiar with existing conditions, including utilities, prior to commencing the Services and notify City of any constraints associated with the Services site.

1.3.2 Contractor shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 4 of this Agreement.

1.3.3 Contractor shall designate Tony Baccellia, President, as Contractor Representative and all communications shall be directed to the Contractor Representative.

1.3.4 Contractor shall obtain its own legal, insurance and financial advice regarding Contractor's legal, insurance and financial obligations under this Agreement.

1.3.5 Contractor shall coordinate its activities with the City's representative and submit its reports to the City's representative.

1.3.6 Contractor shall provide, pay for, and insure under the requisite laws and regulations all labor, materials, equipment, and transportation, and other facilities and services necessary for the

proper execution and completion of the Services. Contractor shall provide and pay for and insure for all equipment necessary for the Services.

1.3.7 Contractor shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Contractor shall pay all applicable taxes. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Services.

1.4 Responsibility of the City.

1.4.1 The City shall cooperate with the Contractor by placing at his disposal all available information concerning the Services.

1.4.2 City designates Tim Westover as its City Representative. All communications to City shall be through its City Representative.

1.5 Contract Term; Renewal.

Contract Term; Renewal. If funds for this Contract are not appropriated or budgeted by July 1, 2025, the City may terminate the Contract by providing written notice to the Contractor. Otherwise, the Contract commences upon execution and continues for one year. The Contract may be renewed for up to four (4) additional one-year terms. Any renewal must be in writing, expressly state the prices for services during the renewal term, and be contingent on funds being appropriated or budgeted for that term.

1.6 Schedule of Services. The Schedule of Services is set forth in **Exhibit B**. If this Contract is renewed, a new Schedule of Services shall be mutually agreed upon.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for complete and satisfactory completion of services rendered by Contractor, including its subcontractor(s), shall be set forth in **Exhibit C**. City shall pay Contractor a daily rate of \$1,585.00 for Services provided, but the total amount of the Contract shall not exceed \$100,000.00 per fiscal year.

2.2 Method of Payment. Method of payment shall be set forth in **Exhibit C**. If payment is to be made monthly, Contractor shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for services completed.

2.3 Invoices. City reserves the right to deduct up to ten percent (10%) from the invoiced amount for any invoice submitted more than sixty (60) days after the Services are completed. Invoices for the month of July shall be submitted on or before August 1st. Invoices submitted after the close out of the fiscal year (August 1st) shall not be paid by City.

2.4 W-9 Required. The Contractor shall provide to City its completed W-9 Form prior to receipt of any Compensation.

2.5 Taxes. Contractor will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials, or services generally taxable to the Contractor are eligible for a tax exemption, credit, or deduction due to the nature of the item, at Contractor's request, City will assist Contractor in applying for and obtaining the same.

3. CHANGES TO THE SCOPE OF SERVICES

3.1 Change Orders. The City may, at any time, and by written change order, make changes in the services to be performed under this Agreement. A form of change order is attached hereto as **Exhibit D**. If such changes cause an increase or decrease in the Contractor's cost or time required for performance of any services under this Agreement, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Any claim from the Contractor for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change. It is distinctly understood and agreed by the parties that no claim for extra services provided, or materials furnished by Contractor will be allowed by City except as provided herein nor shall Contractor provide any services or furnish any materials not covered by this Agreement unless City first approves in writing.

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1 General. Contractor agrees to comply with all City ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to the City. Failure to maintain insurance as specified may result in termination of this Agreement at City's option.

4.2 No Representation of Coverage Adequacy. By requiring insurance herein, City does not represent that coverage and limits will be adequate to protect Contractor. City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, City, its agents, representatives, officers, directors, officials, and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed, and formally accepted by the City, unless specified otherwise in this Agreement.

4.5 Primary Insurance. Contractor's insurance shall be primary insurance as respects performance of subject contract and in the protection of the City as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

4.7 Waiver. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against City, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.8 Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to City. Contractor shall be solely responsible for any such deductible or self-insured retention amount. City, at its option, may require Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.9 Use of Subcontractors. If any Services under this Agreement are subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

4.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, Contractor shall furnish City with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Contractor's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by the City on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to the City Risk Manager. If any of the above cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1 City, its agents, representatives, officers, directors, officials, and employees is an Additional Insured as follows:

- a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.
- b. Auto Liability-Under ISO Form CA 20 48 or equivalent.
- c. Excess Liability-Follow Form to underlying insurance.

4.10.2 Contractor's insurance shall be primary insurance as respects performance of this Agreement.

4.10.3 All policies, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Services performed by Contractor under this Agreement.

4.10.4 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.11 Required Coverage.

4.11.1 Commercial General Liability. Contractor shall maintain "occurrence" from Commercial Liability Insurance with a policy limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, City, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability. Contractor shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by Contractor, or anyone employed by Contractor, or anyone for whose acts, mistakes, errors, and omissions Contractor is legally liable, with a liability insurance policy limit of \$1,000,000 each claim and \$2,000,000 all claims. Professional Liability coverage specifically shall contain contractual liability insurance covering the contractual obligations of this Agreement. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past

completion and acceptance of the Services, and Contractor shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

4.11.3 Vehicle Liability. Contractor shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code "1" any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, the City, its agents, representative, officers, directors, officials, and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.4 Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused by the Contractor, its agents, employees or any tier of Contractor's subcontractors related to the Services in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Contractor's acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of the Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, Services the Contractor may be legally liable including the City. Such indemnity does not extend to the City's negligence.

5.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6. TERMINATION OF THIS AGREEMENT

6.1 Termination. The City may, by written notice to the Contractor, terminate this Agreement in whole or in part with seven (7) days' notice, either for the City's convenience or because of the failure of the Contractor to fulfill his contract obligations. Upon receipt of such notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the Contractor in the event of substantial failure by the City to fulfill its obligations.

6.2 Payment to Contractor Upon Termination. If the Agreement is terminated, the City shall pay the Contractor for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

7. ASSURANCES

7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

7.2 Examination of Records. The Contractor agrees that duly authorized representatives of the City shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement.

7.3 Ownership of Document and Other Data. Original documents and other data prepared or obtained under the terms of this Agreement, or any change order are and will remain the property of the City unless otherwise agreed to by both parties. City may use such documents for other purposes without further compensation to the Contractor; however, any reuse without written verification or adaptation by Contractor for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Contractor. Any verification or adaptation of the documents by Contractor for other purposes than contemplated herein will entitle Contractor to further compensation as agreed upon between the parties.

7.4 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.

7.5 Independent Contractor. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not City's employee for all purposes, including, but not limited to, the application of the Fair

Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. The Contractor agrees that it is a separate and independent enterprise from City, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and City, and City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. FOR SOLE PROPRIETORS ONLY: The Contractor shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.

7.6 Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. City at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

7.7 Exclusive Use of Services - Confidentiality. The services agreed to be provided by Contractor within this Agreement are for the exclusive use of the City and Contractor shall not engage in conflict of interest nor appropriate City work product or information for the benefit of any third parties without City consent.

7.8 Sole Agreement. There are no understandings or agreements except as herein expressly stated.

7.9 Notices. Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

CITY:

City Manager

City of Winslow

102 E. Third Street

Winslow, AZ 86047

CONTRACTOR:

Tony Baccellia, President

Arrowhead Environmental Specialties, LLC

7663 N Sage Vista

Prescott Valley, AZ 86315

The address may be changed from time to time by either party by serving notices as provided above.

7.10 Controlling Law. This Agreement is to be governed by the laws of the State of Arizona.

7.11 Israel. To the extent A.R.S. § 35-393 through § 35-393.03 is applicable, Contractor certifies that it is not currently engaged in, and agrees for the duration of Contract that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

7.12 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 the City, its officials, employees, and agents from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such as action.

8. SUSPENSION OF WORK

8.1 Order to Suspend. The City may order the Contractor, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of the City.

8.2 Adjustment to Contract Fee. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the City in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

9. INTERESTS AND BENEFITS

9.1 Interest of Contractor. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 Interest of City Members and Others. No officer, member or employee of the City and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9.3 Notice Regarding A.R.S. § 38-511. This Contract is subject to cancellation under Section 38-511, Arizona Revised Statutes.

10. ASSIGNABILITY

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City thereto.

[SIGNATURE ON FOLLOWING PAGE.]

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

CITY OF WINSLOW, ARIZONA,
a Municipal corporation

By: _____
Roberta W. Cano, Mayor

Date: _____

ATTEST:

By: _____
Suzy Wetzel, City Clerk

APPROVED AS TO FORM:

By: _____
Trish Stuhan, City Attorney
Pierce Coleman PLLC

CONTRACTOR

Arrowhead Environmental Specialties, LLC
An Arizona limited liability company

By: _____

Its: _____

Date: _____

EXHIBIT A
SCOPE OF WORK

The City will pay Contractor at their daily rate of \$1,585.00.

The anticipated service timelines are from August 4, 2025 – October 31, 2025; and March 1, 2026 – June 30, 2026.

- **Scope of Work:** The dredging contractor will be required to perform the following services:
 - Mobilize necessary crew and equipment to the site.
 - Use City-provided dredging equipment to remove sediment and debris from the reservoir.
 - Transport dredged material to designated disposal or processing areas as determined by the City.
 - Comply with environmental regulations regarding sediment removal and water quality.
 - Monitor and report progress, including safety measures, daily work logs, and dredging volumes.
 - Maintain equipment provided by the City in proper working order.
 - Manage and minimize environmental impacts during the dredging process.
- **City Equipment and Fuel:** The City of Winslow will provide the necessary dredging equipment (e.g., dredgers, barges, pumps, etc.) and fuel required for the project. The contractor will be responsible for the operation and maintenance of this equipment during the dredging process.

EXHIBIT B
SCHEDULE OF SERVICES

N/A

EXHIBIT C
PAYMENT SCHEDULE

A. Compensation

1. The consideration of payment to Contractor, as provided herein shall be in full compensation for all of Contractor's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.
2. Attached as Exhibit C-1 are the Contractor's hours and fee estimate for the Project. Contractor's fee shall not exceed the amounts:

Description	Amount
Daily Rate	\$1,585.00

B. Method of Payment

Invoices shall be on a form and in the format provided by the City and are to be submitted in triplicate to the City via the City's authorized representative.

EXHIBIT D

CHANGE ORDER

CHANGE ORDER NO. _____

Distribution: CITY []

CONTRACTOR []

OTHER []

PROJECT: _____

DATE: _____

OWNER: City of Winslow

CONTRACTOR: _____

AGREEMENT DATED: _____

CHANGES: The Agreement is changed as follows: _____

Not valid until signed by both City and Contractor.

Signature of Contractor indicates acceptance.

The original compensation was _____

Net change by previously authorized Change Orders _____

The compensation prior to this Change Order was _____

The compensation will be increased by this Change Order in the amount of _____

The new compensation under the Agreement including this Change Order will be _____

The Contract Time will increase by _____

ACCEPTANCE STATUS:

Contractor

By _____

Date _____

City of Winslow

By _____

Date _____

**U.S. Department of Transportation
Federal Aviation Administration**

SUPPLEMENTAL AGREEMENT NO 1
TO FAA CONTRACT NO. DTFAWN-12-L-00103

SUPPLEMENTAL AGREEMENT

DESCRIPTION or ADDRESS OF PREMISES:

Approximately 310 net usable square feet of office space, utilized for the Remote Control Outlet (RCO) and related activities, located in the Airport Administration Building, Winslow Airport, Winslow, Arizona.

THIS AGREEMENT, made and entered into this date by and between The City of Winslow hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, on 10/01/2012, the parties entered into Contract No. DTFAWN-12-L-00103 for consideration and purpose more particularly stated in said contract; and,

WHEREAS, said contract expired on September 30, 2022, and the Government has a continuing need to occupy the leased premises; and

WHEREAS, the Government desires to extend the term for an additional 10 year period, beginning October 1, 2022 through September 30, 2032 at the negotiated rental rate herein the Consideration (07/2026) 6.2.4 Clause of the agreement per annum; and

WHEREAS, the Government has requirement to add three (3) new clauses regarding prohibition of certain telecommunications and video surveillance services or equipment. Lessor confirms the applicable Representations; and

WHEREAS, the Government has requirement to add three (3) new security clauses as protection for sensitive information in possession of FAA that Lessor does not provide or use source prohibited in applicable FASCSA orders; and

WHEREAS the parties hereto desire to amend the above Contract effective as of October 1, 2022.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said real estate contract is amended, as follows:

Delete Article 3 TERM and replace with the following:

3. TERM (09/2021) 6.2.3 To have and hold, for the term commencing on 10/01/2012 and continuing through 09/30/2032 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.

Delete Article 5. RENTAL (10/96) and replace with the following:

4. CONSIDERATION (07/2023) 6.2.4

A. The Government shall pay annual rent for the premises, payable in annual installments in arrears, at the end of the Government fiscal year at the following rate:

Date(s)	Base Rent	Total Annual Cost
10/01/2012-09/30/2024	\$1,550.00	\$1,550.00
10/01/2024-09/30/2032	\$1,700.00	\$1,700.00

LESSOR INITIALS _____

ITEM 8F

B. Payment shall be made in arrears, without the submission of invoices or vouchers. Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the "Payment by Electronic Funds Transfer" clause in this contract. Payments shall be considered paid on the day an electronic funds transfer is made.

C. Payment shall be made in full to: The City of Winslow

Add Attachment A - NDAA Articles 6.9.5, 6.9.5-1 and 6.9.5-2 attached hereto and made a part hereof.

Add Attachment B – DCIP Article 6.9.6 and FASCSA Articles 6.9.8 and 6.9.8-1 attached hereto and made a part hereof.

All other terms and conditions of the real estate contract shall remain in full force and effect.

☒ Lessor is required to sign this document and return One (1) Electronic copy to the issuing office.

IN WITNESS WHEREOF, the parties subscribed their names and date.

Lessor

Signature

Date

UNITED STATES OF AMERICA

Real Estate Contracting Officer

Date

LESSOR INITIALS _____

ATTACHMENT A

1. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (07/2023) 6.9.5

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening.
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data

LESSOR INITIALS _____

and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5). This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the

LESSOR INITIALS _____

order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

2. Covered Telecommunications Equipment or Services- Representations (09/2021) 6.9.5-1

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" has the meaning per the "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment" clause in this contract.

(b) Procedures. The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

(c) Representations.

1. The offeror represents that it _____ does, _____ does not **provide** covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

2. After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it _____ does, _____ does not **use** covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

3. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (09/2021) 6.9.5-2 NOTE: The offeror must not complete the representation at paragraph (d)(1) in this provision if the offeror has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(1). Additionally, The offeror must not complete the representation at paragraph (d)(2) in this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(2).

PROVISION/CLAUSE:

(a) Definitions. As used in this provision--

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019

LESSOR INITIALS _____

(Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
Nothing in this prohibition will be construed to—

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.

Nothing in this prohibition will be construed to—

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that that it [] does, [] does not USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates “does”.

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision—

If the Offeror has responded “will” in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer—

(1) For covered equipment

(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;

(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision;

(2) For covered services—

LESSOR INITIALS _____

(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision. Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded “does” to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—

(3) For covered equipment

(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(4) For covered services-

(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

LESSOR INITIALS _____

ATTACHMENT B

1. Cooperation with Defensive Counterintelligence Program Requirements (DCIP) (09/2021) 6.9.6

a. The FAA's Defensive Counterintelligence Program (DCIP) (AXI-310) detects, deters, and denies illicit human and technical intelligence collection activities as well as addressing other national security concerns. Such activities and concerns include, but are not limited to, activities conducted by, on behalf of, or otherwise supporting, foreign governments or elements thereof; entities or individuals that meet the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801; foreign organizations; foreign persons; international terrorist organizations or activities; or agents of any of the foregoing; or any other individuals or entities acting on behalf of, or otherwise in support of, any of the foregoing, against the FAA, its employees, facilities, equipment, systems, networks, operations, and information.

b. Consistent with FAA Order 1600.84 FAA Defensive Counterintelligence Program, the contractor is required to cooperate to the fullest extent possible in the following requirements:

- 1) Any authorized DCIP inquiry or Counterintelligence (CI) investigation connected with this contract requested by the FAA Office of Security and Hazardous Materials Safety (ASH) to include granting authorized ASH or outside investigative department or agency personnel access to contract information, records or contractor personnel;
- 2) All applicable FAA security requirements as required under the contract consistent with FAA policy and applicable Federal law;
- 3) When requested by the DCIP, and necessary to protect Controlled National Security Information (CNSI), Sensitive Unclassified Information (SUI), or otherwise protected information, contractor employees must sign a Defensive Counterintelligence Program Non-Disclosure Agreement (NDA) prior to being briefed on any information pertaining to a DCIP inquiry, CI investigation by another Department or Agency, or any other matter related to the DCIP. The NDA is located in Appendix C of the Order and in AMS Procurement Forms. Contractor employees are exempt from acknowledging any language in the NDA associated with unauthorized disclosure of received information that subjects FAA employees to personnel actions specified in the Human Resources Policy Manual (HRPM) Volume 4: Employee Relations ER-4.1 (4) and applicable collective bargaining agreements.
- 4) Contractors must first coordinate with the DCIP at ASH-CI-Notify@faa.gov before contacting any law enforcement or investigative agencies on any known or suspected counterintelligence or other national security concern described in Paragraph 1 of FAA Order 1600.84.
- 5) Contractors must notify the DCIP as soon as possible if any law enforcement or investigative agency contacts them directly on any matter covered by FAA Order 1600.84. If an employee receives a direct request from an outside law enforcement or investigative agency for evidence related to a counterintelligence or other national security concern as described in Paragraph 1 of FAA Order 1600.84, the employee will refer the law enforcement or investigative agency to AXI-310.
- 6) Contractors must immediately notify the DCIP at ASH-CI-Notify@faa.gov, and the CO or their designee if their employees observe any of the following-
 - a) Suspected or known acts of foreign intelligence collection activity against the FAA or its employees, systems, networks, operations, facilities, equipment, or information;
 - b) Suspected or known espionage (See Appendix A of FAA Order 1600.84 for definition);
 - c) Suspected or known unauthorized disclosure of CNSI, SUI, or otherwise protected information in the possession of the FAA by a FAA employee to a foreign government or element thereof, a foreign organization, an entity or individual that meets the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801, a foreign person, an international terrorist organization or activity, an agent of any of the foregoing, or any other individual or entity acting on behalf of or otherwise supporting any of the foregoing; or
 - d) Suspected or known theft, unauthorized disclosure, or unauthorized amassing of CNSI, SUI, or otherwise protected information in the possession of the FAA known or suspected to be for the purpose of conveying

LESSOR INITIALS _____

it to a foreign government or element thereof, an entity or individual that meets the definition of “foreign power” or “agent of a foreign power” in 50 U.S.C. § 1801, a foreign organization, a foreign person, an international terrorist organization or activity, an agent of any of the foregoing, any other individual or entity acting on behalf of or otherwise supporting any of the foregoing, or an unknown recipient, or statements of intent by an FAA employee to engage in any such actions. SUI or otherwise protected unclassified information whose theft, unauthorized disclosure, or unauthorized amassing, for the purposes described in the preceding sentence, is of concern includes, but is not limited to:

- i. Non-public information from an official FAA data network or information;
 - ii. Imagery;
 - iii. Technical specifications;
 - iv. Trade secrets;
 - v. Proprietary information;
 - vi. Sensitive Security Information (SSI); and
 - vii. Any other SUI
- e) Activities similar to those described in paragraphs b(6)(a)-(d) by, on behalf of, or otherwise supporting, potential lone wolf actors, malicious insiders, or transnational organizations of a national security concern.

If notification of the CO or their designee is not feasible owing to the CO and/or their designee being one of the suspicious actor(s), the contractor must notify the DCIP directly at the above email address if they observe any of the above activities.

7) Elicitation attempts. Elicitation is the strategic use of conversation to extract information from people without giving them the feeling they are being interrogated. It is a technique used to discreetly gather information. It is a conversation with a specific purpose: collect information that is not readily available and do so without raising suspicion that specific facts are being sought. The conversation can be in person, over the phone, or in writing.

Contractors must immediately notify the DCIP at ASH-CI-Notify@faa.gov, and the CO and/or their designee if their employees experience any known or suspected direct (e.g., personal encounter or telephone) or indirect (e.g., electronic or written communication) elicitation or attempted elicitation of CNSI, SUI, or otherwise protected information in the possession of the FAA by any suspicious entity or person, regardless of ethnicity, nationality, or FAA employment status, as soon as possible, but no later than 12 hours after the time of the incident, initial detection, or receipt of report, as applicable, or the next business day if the incident, initial detection, or receipt of report, as applicable, occurs on a weekend or holiday. Contractors must report these incidents regardless of where, when, or how the contact took place, or whether the employee was on or off duty. Suspicious activities include, but are not limited to:

- a) Direct or indirect contact or communication with a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking access to or disclosure of any CNSI, SUI, or otherwise protected information in the possession of the FAA for which such person does not meet the applicable access requirements, or that is outside the scope of their official duties;
- b) Direct or indirect contact or communication with a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking specific information about an FAA employee’s official duty responsibilities, work projects, access to information, security clearance, travel plans, coworkers’ identities, or Information Technology (IT) system credentials for which such person does not meet the applicable access requirements, or that is outside the scope of their official duties;
- c) Direct or indirect contact, communication, or observance of a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking unauthorized access to FAA employees, equipment, operations, systems, information, facilities, or networks, including through a Personal Electronic Device (PED);
- d) Direct or indirect contact, communication, or observance of a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, introducing, or seeking to introduce, unauthorized digital media or software into any FAA equipment, facilities, systems, or networks, including through a

LESSOR INITIALS _____

PED;

- e) Offers of compensation, gifts, or favors in exchange for FAA information or access to such information, regardless of medium; or access to FAA employees, equipment, operations, facilities, systems, or networks;
- f) Threats, attempts to coerce, or attempts to exploit any FAA employee by a known or suspected foreign or foreign-affiliated person, or by an unknown or unfamiliar person, in order to illicitly acquire FAA information or access to FAA employees, equipment, operations, facilities, systems, information, or networks;
- g) Solicitation by any person of FAA information for which they do not meet the applicable access requirements or that is outside the scope of their official duties;
- h) A request by any person for access to FAA employees, facilities, equipment, operations, systems, information, or networks for which they do not meet the applicable access requirements or that is outside the scope of their official duties; and
- i) Suspicious or unexplained contact by any person with an FAA employee, where the person has suspicious or unexplained knowledge of the employee.

Unless requested by ASH, contractors must not disclose an elicitation attempt of the nature described above, in any other manner than to report the attempt to the CO or their designee and request that they report it to the DCIP. If that is not feasible, or if the CO or their designee are the suspicious actor(s), contractors may make these reports directly to the DCIP at the above email address. Contractors must not take any actions on their own initiative, as doing so may interfere with a DCIP inquiry or CI investigation.

- c. Failure to cooperate with any of the activities under section (b) above may be considered by the FAA to be a material breach of the contract.
- d. The Contractor is responsible for ensuring that the provisions of this clause flow down to its subsidiaries, subcontractors, and consultants performing this contract.

2. Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures (04/2024) 6.9.8

(a) Definitions. As used in this provision, Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system, and Source have the meaning provided in the AMS Real Property Clause 6.9.8-1, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) Prohibition. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of AMS Real Property Clause 6.9.8-1, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) Procedures.

(1) The Offeror must search for applicable FASCSA orders of the type identified in paragraph (b)(1) of AMS Real Property Clause 6.9.8-1 in the System for Award Management (SAM). Issued FASCSA Orders may be identified by selecting the “View FASCSA Orders” button from the SAM homepage (<https://www.sam.gov>) and viewing or downloading FASCSA orders from the Supply Chain Security Orders webpage.

(2) The Offeror must review the SIR for any FASCSA orders that are not in SAM but are effective and do apply to the SIR and resultant contract (see AMS Guidance T3.8.9.C.4.c.(2)(A)(ii)).

(3) FASCSA orders issued after the publication date of the SIR do not apply unless the order is subsequently added to the SIR via amendment.

(d) Representation. By submission of this offer, the offeror represents that it has conducted a “reasonable inquiry” (as defined in AMS Real Property Clause 6.9.8-1), and that the offeror does not

LESSOR INITIALS _____

propose to provide or use in response to this SIR any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the SIR was issued, except as waived by the SIR, or as disclosed in paragraph (e) Disclosures, below.

(e) Disclosures. The purpose for this disclosure is so the FAA may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror must provide the following information as part of the offer:

- (1) Name of the product or service provided to the Government;
- (2) Name of the covered article or source subject to a FASCSA order;
- (3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;
- (4) Brand;
- (5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
- (6) Item description; and
- (7) Reason why the applicable covered article or the product or service is being provided or used.

(f) FAA review of disclosures. The Contracting Officer will review disclosures provided in paragraph (e) Disclosures, to determine if any waiver may be sought. A Contracting Officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

3. Federal Acquisition Supply Chain Security Act Orders—Prohibition (04/2024) 6.9.8-1

(a) Definitions. As used in this clause—

Covered article, as defined in 41 U.S.C. 4713(k), means—

- (1) “Information technology,” as defined in 40 U.S.C. 11101, including cloud computing services of all types;
- (2) “Telecommunications equipment” or “telecommunications service,” as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

- (1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

LESSOR INITIALS _____

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable Inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) Prohibition.

- (1) Unless an applicable waiver has been issued by the issuing official, Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

Yes ☐ No ☐ DHS FASCSA orders

Yes ☐ No ☐ DoD FASCSA orders

Yes ☐ No ☐ DNI FASCSA orders

- (2) The Contractor must search for applicable FASCSA orders of the type identified in paragraph (b)(1) of

LESSOR INITIALS _____

this clause in the System for Award Management (SAM). Issued FASCSA Orders may be identified by selecting the "View FASCSA Orders" button from the SAM homepage (<https://www.sam.gov>) and viewing or downloading FASCSA orders from the Supply Chain Security Orders webpage.

(3) The FAA may identify in the SIR additional FASCSA orders that are not in SAM, which are effective and apply to the SIR and resultant contract.

(4) A FASCSA order issued after the publication date of the SIR applies to this contract only if added by an amendment to the SIR or by modification to the contract. However, see paragraph (c) of this clause.

(5) Contractor request for waivers.

(i) Required disclosures. If the contractor wishes to ask for a waiver of the requirements of an existing order identified in a SIR or contract for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor must disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item Description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) FAA review of disclosures. The Contracting Officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A Contracting Officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) Notice and reporting requirement.

(1) During contract performance, the Contractor is required to:

(i) Comply with all FASCSA orders identified under paragraph (b) of this clause; and

(ii) Review SAM.gov at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor must conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3) If the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a covered source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause, the Contractor must submit a report to the Contracting Officer.

(4) The Contractor must report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

LESSOR INITIALS _____

- (G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
- (H) Item description; and
- (I) Any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:
- (A) Any further available information about mitigation actions undertaken or recommended.
- (B) In addition, the Contractor must describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.
- (d) Removal. Upon notification from the contracting officer, during the performance of the contract, the Contractor must promptly make any necessary changes or modifications to remove any covered article or any product or service produced or provided by a source that is subject to an applicable Governmentwide FASCSA order.
- (e) Subcontracts.
- (1) The Contractor must insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.
- (2) The Government may identify in the SIR additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor must notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the SIR that are not in SAM apply to the contract and all subcontracts.

LESSOR INITIALS _____

RESOLUTION NO. 1976

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE
CITY OF WINSLOW, ARIZONA, ADOPTING THE CITY'S
ANNUAL PENSION FUNDING POLICY**

WHEREAS, the Fifty-Third Legislature, during the 2018 Second Regular Session, adopted House Bill 2097, which requires the City of Winslow (the "City") to annually adopt a pension funding policy for public safety employees participating in the Public Safety Personnel Retirement System (PSPRS") who were hired before July 1, 2017; and

WHEREAS, the Mayor and Council of the City of Winslow (the "City Council") desires to annually evaluate the Pension Funding Policy to determine the amount to be contributed beyond the City's annual required contribution in order to continually reduce the amount of the City's unfunded liability until the funding ratio of 100% is achieved.

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

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

SECTION 2. The Annual Pension Funding Policy is hereby adopted in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Winslow, Arizona, this 24th day of June, 2025.

Mayor

ATTEST:

Suzy Wetzel, City Clerk

APPROVED AS TO FORM:

Trish Stuhan, City Attorney

**EXHIBIT A
TO
RESOLUTION NO. 1976**

[Pension Funding Policy]

See following pages.

[Exhibit A on File at City Clerk's Office, 102 East Third Street, Winslow, AZ 86047]

City of Winslow

Public Safety Personnel Retirement System

Pension Funding Policy

The intent of this policy is to clearly communicate the Council's pension funding objectives and its commitment to our employees and the sound financial management of the City and to comply with new statutory requirements of Laws 2018, Chapter 112.

Several terms are used throughout this policy:

Unfunded Actuarial Accrued Liability (UAAL) – Is the difference between trust assets and the estimated future cost of pensions earned by employees. This UAAL results from actual results (interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations.

Annual Required Contribution (ARC) – Is the annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost – which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL – which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.

Funded Ratio – Is a ratio of fund assets to actuarial accrued liability. The higher the ratio the better funded the pension is with 100% being fully funded.

Intergenerational equity – Ensures that no generation is burdened by substantially more or less pension costs than past or future generations.

The City's police and fire employees who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS).

Public Safety Personnel Retirement System (PSPRS)

PSPRS is administered as an agent multiple-employer pension plan. An agent multiple-employer plan has two main functions: 1) to commingle assets of all plans under its administration, thus achieving economy of scale for more cost efficient investments, and invest those assets for the benefit of all members under its administration and 2) serve as the statewide uniform administrator for the distribution of benefits.

Under an agent multiple-employer plan each agency participating in the plan has an individual trust fund reflecting that agencies' assets and liabilities. Under this plan all contributions are deposited to and distributions are made from that fund's assets, each fund

has its own funded ratio and contribution rate, and each fund has a unique annual actuarial valuation. The City of Winslow has two trust funds, one for police employees and one for fire employees.

Council formally accepts the assets, liabilities, and current funding ratio of the City's PSPRS trust funds from the June 30, 2024, actuarial valuation, which are detailed below.

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Winslow Police	\$8,487,602	\$14,487,648	\$6,000,046	58.59%
Winslow Fire	\$8,875,831	\$4,139,171	(\$4,736,660)	214.43%
				Assets ÷ Accrued Liability
City of Winslow Totals	Sum of Above	Sum of Above	Sum of Above	
	\$17,363,433	\$18,626,819	\$1,263,386	93.22%

PSPRS Funding Goal

Pensions that are less than fully funded place the cost of service provided in earlier periods (amortization of UAAL) on the current taxpayers. Fully funded pension plans are the best way to achieve taxpayer and member intergenerational equity. Most funds in PSPRS are significantly underfunded and falling well short of the goal of intergenerational equity.

The Council's PSPRS funding ratio goal is 100% (fully funded) by June 30, 2037.

Council established this goal for the following reasons:

- The PSPRS trust funds represent only the City of Winslow's liability
- The fluctuating cost of an UAAL causes strain on the City's budget, affecting our ability to provide services
- A fully funded pension is the best way to achieve taxpayer and member intergenerational equity

Council has taken the following actions to achieve this goal:

- Maintain ARC payment from operating revenues – Council is committed to maintaining the full ARC payment (normal cost and UAAL amortization) from operating funds. The estimated combined ARC for FY24 is \$877,599 and will be able to be paid from operating funds without diminishing City services.
- Additional payments above the ARC
 - Commit/Reserve \$70,000 of General Fund Balance at year-end.
 - Annually evaluate prior year budget compared to actual expenditures and commit/reserve \$70,000 of General Fund Balance.
- Dedicated revenue – City Sales Tax and State Shared Revenues

Based on these actions the Council plans to achieve its goal of 100% funding by June 30, 2037, in accordance with the amortization timeline set forth by the PSPRS June 30, 2024, Actuarial Valuation.

RESOLUTION NO. 1978

**A RESOLUTION OF THE COUNCIL OF THE CITY OF
WINSLOW, ARIZONA, ADOPTING THE 2024 NAVAJO
COUNTY HAZARD MITIGATION PLAN**

WHEREAS, the City of Winslow recognizes the threat that natural hazards pose to people and property within the City of Winslow; and

WHEREAS, the City of Winslow has prepared a multi-hazard mitigation plan, hereby known as the 2024 Navajo County Hazard Mitigation Plan in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS, the 2024 Navajo County Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Winslow from the impacts of future hazards and disasters; and

WHEREAS, adoption by the City of Winslow demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2024 Navajo County Hazard Mitigation Plan.

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

SECTION 1. In accordance with the City Charter, the City of Winslow adopts the 2024 Navajo County Hazard Mitigation Plan. While content related to the City of Winslow may require revisions to meet the plan approval requirements, changes occurring after adoption will not require the City of Winslow to re-adopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

PASSED AND ADOPTED by the Mayor and Council of the City of Winslow, this 24th day of June, 2025.

Roberta W. Cano, Mayor

ATTEST:

Suzy Wetzel, City Clerk

APPROVED AS TO FORM:

Trish Stuhan, City Attorney

ORDINANCE NO. 1433

AN ORDINANCE OF THE COUNCIL OF THE CITY OF WINSLOW APPROVING THE LAND LEASE BETWEEN THE CITY OF WINSLOW AND L3HARRIS TECHNOLOGIES, INC., RELATED TO THE LEASE OF ADS-B RADIO STATION SITE AT THE WINSLOW LINDBERGH AIRPORT; AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID LAND LEASE UPON THE TERMS IN THE AGREEMENT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINSLOW, ARIZONA,

SECTION 1. The Land Lease between the City of Winslow and L3Harris Technologies, Inc. is approved in substantially the form and substance as Exhibit A incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Attorney and the City Clerk are authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Winslow, Arizona, this 24th day of June, 2025.

Roberta W. Cano, Mayor

ATTEST:

Suzy Wetzel, City Clerk

APPROVED AS TO FORM:

Trish Stuhan, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1433

[Land Lease Agreement]

See following pages.

[Exhibit on File at Winslow City Hall, 102 East Third Street, Winslow, AZ 86047]

ADS-B RADIO SITE
LAND LEASE AGREEMENT

Lease Number: SV154-43
Facility: ADS-B Radio Station Site
Location: SV154-43 Winslow Airport

LEASE

City of Winslow Arizona

and

L3Harris Technologies, Inc.

THIS LEASE, made and entered into this ____ day of _____ in the year ____, by and between the City of Winslow Arizona, whose address is:

21 Williamson Avenue
Winslow, Arizona 86407

Hereinafter referred to as the Lessor and L3Harris Technologies, Inc., hereinafter referred to as I Lessee, whose address is:

2235 Monroe Street, 5th floor
Herndon, Virginia 20170

The purpose of this Agreement is to support Lessee's efforts under its Prime Contract No. DTFAWA-07-C-00067, including all amendments and modifications thereto, with the Federal Aviation Administration (FAA). Furthermore, this agreement is to support the Lessee's efforts under its Surveillance and Broadcast Services II Prime Contract (the "**SBS II Contract**") with an anticipated award date to L3Harris of October 1, 2025.

For valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

The Lessor hereby leases to Lessee the following described property located at:

500 Airport Road, Winslow AZ 86047

INITIALS _____ CG _____

City of Winslow Arizona/ Lessor

L3Harris Technologies, Inc./Lessee

Page 1

Any "Exhibit" referenced herein and attached hereto is hereby incorporated in its entirety into this Agreement. Lessor hereby leases to Lessee the premises situated at 500 Airport Road, Winslow AZ 86047, (hereinafter "Premises") and as further described at *Exhibit A*, upon the following TERMS and CONDITIONS:

1. **PREMISES.** Consisting of an area of land 25' x 25', 625 square feet more or less, and as set forth in Exhibit A which is incorporated herein by reference and made a part hereof, together with the following rights of use.
 - (a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining electric power and telecommunication lines to the premises; and unless herein described otherwise, to be by routes reasonably determined and agreed by the parties.
 - (b) And the right to make alterations to the premises to support the Lessee radio site equipment, after concurrence by the Lessor as to the site design details prior to start of construction and prior to any alterations during the life of this lease.
2. **INITIAL LEASE TERM.** Lessor demises the above Premises to Lessee for a term of five (5) years (the "Initial Lease Term"), commencing on October 1, 2025, and terminating five (5) years after the commencement of the term, except as otherwise provided herein
3. **RENEWAL TERMS.** Lessee shall have the option to renew the Agreement for four (4) additional terms of five (5) years each (the "Renewal Term"). All of the terms and conditions of the Agreement shall apply during the Renewal Term. Unless notice is given by Lessee to Lessor thirty (30) days prior to expiration of the then current term, the Agreement will automatically renew for an additional Renewal Term.
4. **CONSIDERATION.** Lessee shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to ITT herein are in consideration of the obligations assumed by L3Harris Technologies, Inc. in its establishment, operation and maintenance of the ADS-B radio station facilities upon the premises hereby leased.
5. **PUBLIC UTILITIES.** Lessee is responsible for the provision of any and all required electrical power and/or telecommunications services to the leased site for the term of this lease. The Lessor is not responsible to provide any type of public utilities at or on the leased site.
6. **TERMINATION,** Lessee shall not be liable for any payments that exceed the written notice period for Termination as set forth below in subsections (a) through (h).

INITIALS _____ CG _____

City of Winslow Arizona/ Lessor

L3Harris Technologies, Inc/Lessee

Page 2

- a. **Termination due to Default.** Either Party may terminate this Agreement by written notice to the other Party if the other Party is in material default of this Agreement and has failed to cure such default within thirty (30) days after receipt of written notice of such default, or other extended period as agreed to by the Parties.
- b. **Termination due to Eminent Domain.** If the Premises or any part thereof materially affecting Lessee's use of the Premises, shall be taken by eminent domain, this Agreement shall terminate on the date when title vests pursuant to such taking. The rent and any additional rent shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall be entitled to part of any award for such taking limited to any taking of fixtures and improvements owned by Lessee and for moving expenses.
- c. **Termination due to Destruction of Premises.** In the event of a whole or partial destruction of the Premises during the term hereof due to fire or any other cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations. Such destruction shall not terminate this Agreement, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which such destruction or resultant repairs interferes with the business of Lessee on the Premises. If such repairs cannot be made within said sixty (60) days, Lessor, at its option, may terminate this Agreement.
- d. **Termination due to Environmental and Structural Evaluation.** Lessee may terminate this Agreement upon thirty (30) days written notice to Lessor if Lessee determines through environmental study or structural analysis that the Premises is not acceptable for use by Lessee or able to accommodate Lessee equipment.
- e. **Termination due to Governmental Permits.** Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor if any governmental approval, authorization, or permit required to install at or operate from the Premises is denied, delayed, or revoked after diligent effort by Lessee to attain and maintain such approval, authorization, or permit. Lessor shall cooperate with Lessee in attaining any required approvals, authorizations, or permits.
- f. **Termination due to Federal Prime Contract.** Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor in the event that the Lessee's Prime Contract with the FAA is terminated, discontinued, or modified in any way that would eliminate the Lessee's need for this Agreement.
- g. **Termination due to System Performance.** Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor in the event that the Premises is determined, at the sole discretion of Lessee, (i) not to provide satisfactorily efficient and effective air traffic coverage, (ii) electrical power, telecommunications, maintenance access, or related availability factors at the Premises proves unacceptable for the purpose of Lessee's

INITIALS _____ CG _____

equipment, or (ii) Lessee's equipment performance has been materially and adversely affected as a result of any man-made obstructions or interference from other users.

h. **Termination for Convenience.** Either Lessor or Lessee may terminate this Agreement without cause upon three-hundred and sixty-five (365) days written notice to the other.

7. **QUIET ENJOYMENT.** The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend Lessee's use and enjoyment of said premises against third party claims.
8. **USE OF PREMISES.** Lessee shall use and occupy the Premises for the purpose of operating a communications site. The Premises shall be used by Lessee for no other purpose. Lessor represents that the Premises may lawfully be used for such purpose.
9. **ENTRY AND INSPECTION.** Nothing in this Agreement shall limit the rights of Lessor to enter upon the property or facility in which the leased Premises are located, or authorize others to do so, for any purpose that does not materially interfere with Lessee operations from the Premises.
10. **ORDINANCES AND STATUTES.** Lessee shall comply with all statutes, ordinances and requirements of all local, state and federal authorities now in force, or which may hereafter be in force, pertaining the Premises, occasioned by or affecting the use thereof by Lessee. Lessee shall comply with all regulations of the FCC pertaining to Lessee's use of the Premises.
11. **TAXES.** Lessee shall be responsible for the payment of any applicable taxes, fees or governmental assessments against any equipment, personal property and/or improvements owned, leased or operated by Licensee or directly associated with Licensee's use of the Licensed Premises.
12. **INSURANCE.** Lessee shall maintain in effect during the term of this Agreement and shall endeavor to require its contractors or subcontractors performing Work on any Licensed Site prior to the commencement of any such Work on behalf of ITT to maintain the following insurance:
 1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with limits of \$500,000.00 per accident/ disease per employee/policy limit, or in accordance with all applicable state, federal and maritime laws.
 2. Commercial General Liability Insurance (Bodily Injury and Property Damage) the limits of liability of which shall be \$1,000,000.00 per occurrence and in the aggregate.
13. **RESTORATION.** It is hereby agreed between the parties, that upon termination of its occupancy, Lessee shall restore the property which is the subject matter of this lease including removal of

INITIALS _____ CG _____

structures, equipment, and fencing but excluding foundations and subsurface ducting, cables, and grounding systems.

14. **INTERFERENCE WITH RADIO SITE OPERATIONS.** The Lessor agrees not to erect or allow to be erected any structure or obstruction on the site or adjoining land within the airport boundaries that may interfere with the proper operation of the facilities installed by Lessee under the terms of this Lease unless consent hereto shall first be secured from Lessee in writing. Lessee consent shall not be unreasonably withheld and Lessee shall support the Lessor in the evaluation of any potential interference issues. The Lessor shall act in a reasonable way for any construction in proximity to the communication tower, with regard to new construction and RF interference. The Lessor shall be allowed to pursue construction activity giving proper clearance to lessee's tower communication activities. Lessee consent shall also be contingent upon FAA approval, when interference results in limitations in radio station performance within the NAS.

15. **HAZARDOUS SUBSTANCE.** Lessee agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of Lessee's facilities.

The Lessor agrees to save and hold Lessee harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises not directly attributable to the installation, operation and/or maintenance of Lessees' facilities.

16. **INDEMNIFICATION.** To the extent permitted by law, each Party shall indemnify, defend, and hold the other, their respective employees, officers, directors, and representatives (collectively, the "Indemnities") harmless from and against any and all loss, liability, costs, claims, damages, expenses, or causes of action (collectively, "Losses") which arise out of or in connection with the use of the Premises. This indemnity obligation does not apply to any claims arising from the gross negligence or intentional misconduct of the Indemnified Party.

17. **LIMITATION OF LIABILITY.** CLAIMS FOR DAMAGES OF ANY NATURE WHATSOEVER PURSUED UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES. NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR INDIRECT DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, LESSEES' EQUIPMENT OR THE PREMISES, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVER OF DAMAGES CONTAINED IN THIS PARAGRAPH SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, NOTHING IN THE AGREEMENT SHALL LIMIT EITHER PARTY'S LIABILITY FOR

INITIALS _____ CG _____

INDEMNIFICATION OBLIGATIONS, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD OR WILLFUL DAMAGE IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT.

18. NOTICES. All notices /correspondence shall be in writing, and shall be addressed as follows (or to such other address as either party may designate from time to time by notice or correspondence to the other).

TO LESSOR: City of Winslow
 21 Williamson Avenue
 Winslow, Arizona 86407
 Attn: Roberta W. Cano, Mayor
 Email: mayorcano@winslowaz.gov

To LESSEE: L3Harris Technologies Inc.
 2235 Monroe Street, 5th floor
 Herndon, Virginia 20171
 Attn: Jennifer Banasik
 Email: jennifer.banasik@l3harris.com

19. CONTACT DISPUTES. This Agreement shall be governed by the laws of Arizona, with the exception of its choice of law provisions. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect. L3Harris shall abide by and conform to any and all laws of the United States, State of Arizona and City of Winslow, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and any lawsuit pertaining to this Agreement may be brought only in courts in the County of Navajo, State of Arizona.

20. SUCCESSORS. The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns. The terms and provisions of this lease and the conditions herein bind L3Harris Technologies, Inc./Lessee and Lessee's heirs, executors, administrators, successors, and assigns.

21. SEVERABILITY. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect.

INITIALS _____

City of Winslow Arizona/ Lessor

L3Harris Technologies, Inc./Lessee

Page 6

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and may be modified only in writing signed by both Parties.

SIGNATURE PAGE TO FOLLOW

INITIALS _____ CG _____

City of Winslow Arizona/ Lessor

L3Harris Technologies, Inc/Lessee

Page 7

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as the date below.

ATTEST:

CITY OF WINSLOW ARIZONA/ LESSOR

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

L3HARRIS TECHNOLOGIES, INC./ LESSEE

By:

Gantz, Chase

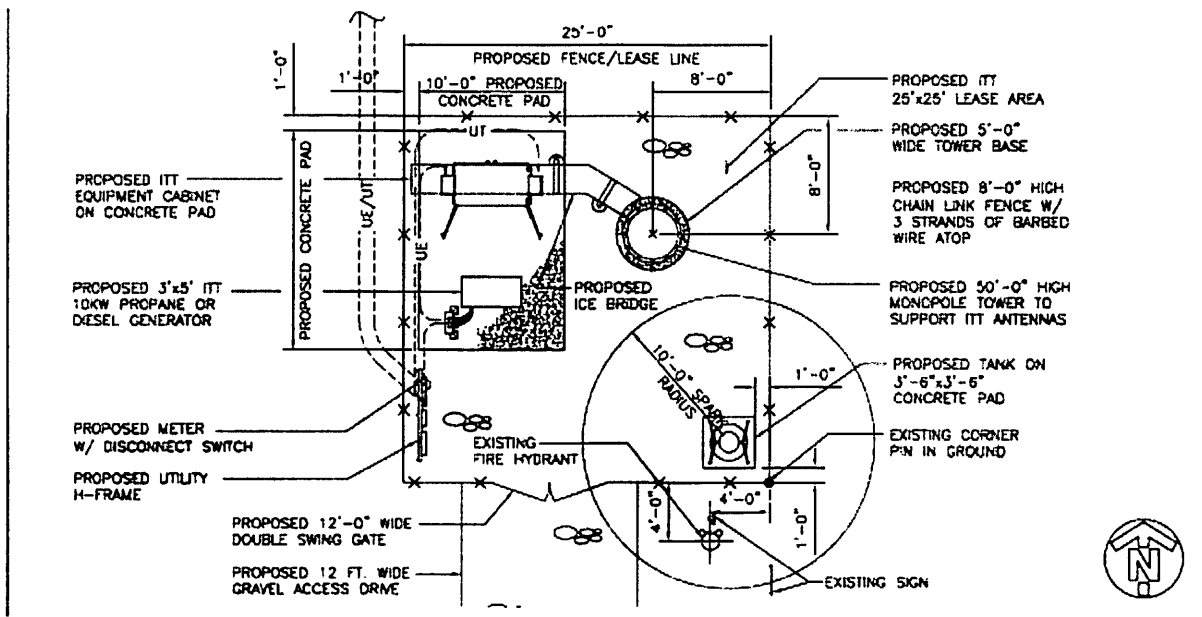
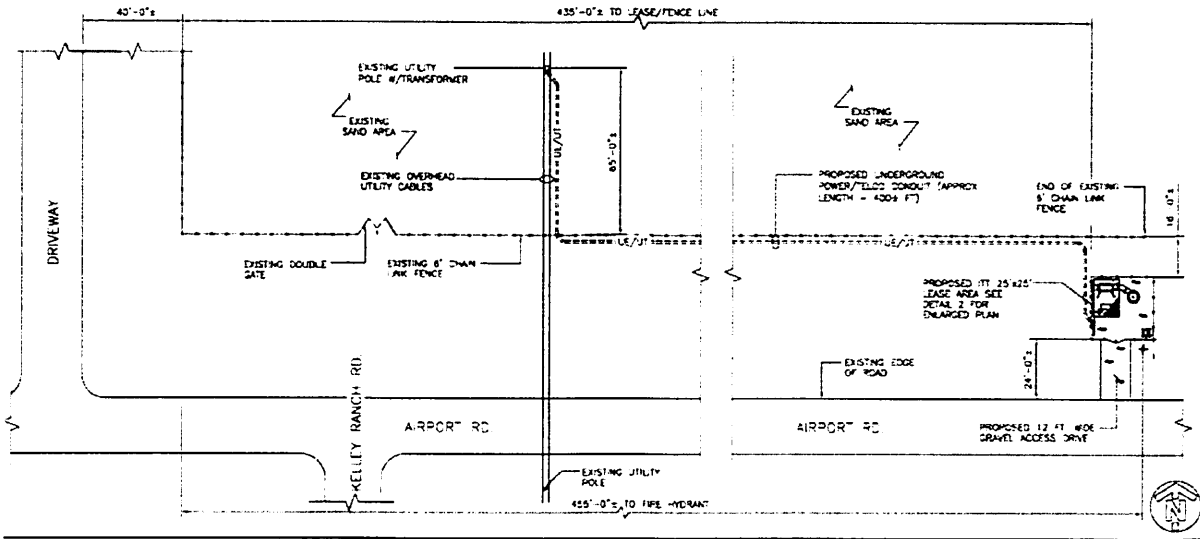
V. (CGANTZ)

Digitally signed by Gantz,
Chase V. (CGANTZ)
Date: 2025-06-05
19:53:04:00

Title: Sr. Manager, Supply Chain

Date: June 5th, 2025

INITIALS _____ CG _____

Exhibit A

INITIALS _____ CG _____

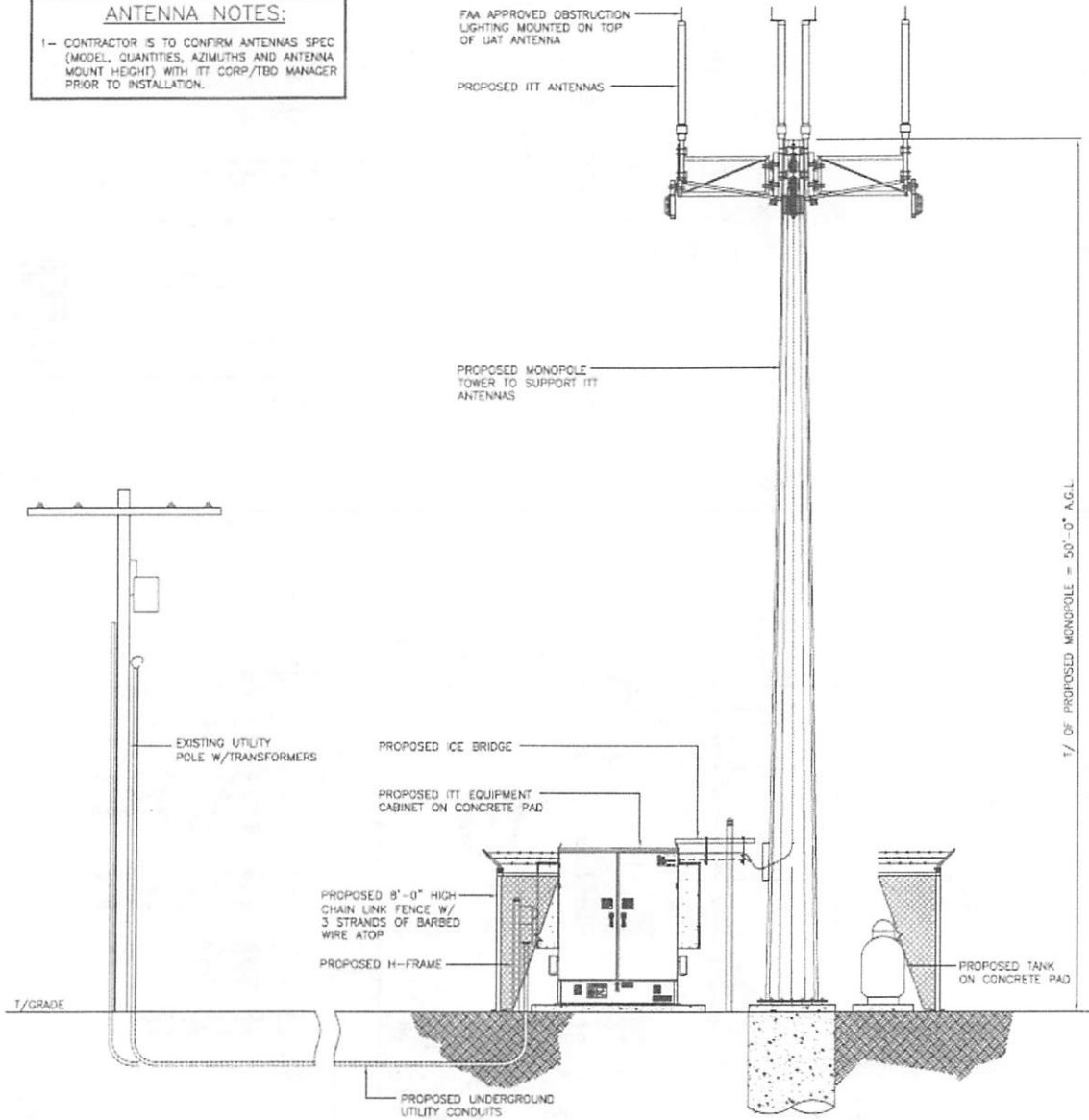
City of Winslow Arizona/ Lessor

L3Harris Technologies, Inc./Lessee

Page 9

ANTENNA NOTES:

1- CONTRACTOR IS TO CONFIRM ANTENNAS SPEC (MODEL, QUANTITIES, AZIMUTHS AND ANTENNA MOUNT HEIGHT) WITH ITT CORP/TBO MANAGER PRIOR TO INSTALLATION.



INITIALS _____ CG _____

City of Winslow Arizona/ Lessor

L3Harris Technologies, Inc/Lessee

Page 10

ORDINANCE NO. 1434

AN ORDINANCE OF THE COUNCIL OF THE CITY OF WINSLOW, ARIZONA, AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY TO STEVEN AND KIMBERLEE HENLING; AND AUTHORIZING AND DIRECTING THE MAYOR, CITY MANAGER AND CITY ATTORNEY TO TAKE ALL ACTIONS NECESSARY TO COMPLETE THE TRANSACTION.

WHEREAS, the City Council has determined that the sale of real property identified as Navajo County Assessor's Parcel No. 103-16-044C located at the northwest corner of Douglas Avenue and Elm Street; just south of Fleming Street, and reserving all other existing easements and rights-of-way, is in the best interest of the citizens of the City of Winslow; and

WHEREAS, the City of Winslow has agreed to sell the property to Steven and Kimberlee Henling; and

WHEREAS, the parties have reached an agreement regarding the terms and conditions of the sale which are included in the Vacant Land/Lot Purchase Contract on file with the City Clerk as **Exhibit A** to be executed by both parties.

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

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

SECTION 2. The City of Winslow is authorized to enter into the Vacant Land/Lot Purchase Contract, which is on file with the City Clerk as **Exhibit A** and incorporated herein, for the sale of the property designated as Navajo County Assessor's Parcel No. 103-16-044C, which is legally described in **Exhibit B**, and to comply with the terms of said Contract.

SECTION 3. 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.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Winslow this 24th day of June, 2025.

Roberta W. Cano, Mayor

ATTEST:

Suzy Wetzel, City Clerk

APPROVED AS TO FORM:

Trish Stuhan, City Attorney
Pierce Coleman PLLC

[Exhibits on File with the City Clerk at Winslow City Hall, 102 East 3rd Street,
Winslow, Arizona 86047]

**EXHIBIT A
TO
ORDINANCE NO. 1434**

[Vacant Land/Lot Purchase Contract]

VACANT LAND/LOT PURCHASE CONTRACT

Document updated:
August 2024



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



If subdivided land or unsubdivided land is being sold by a subdivider, i.e., a person who owns 6 or more lots, a public report will generally be required and an Addendum regarding subdivided or unsubdivided land must be executed by the Seller and Buyer.

1. PROPERTY

- 1a. 1. **BUYER:** Steven Henling Kimberlee Henling
BUYER'S NAME(S)
2. **SELLER:** City of Winslow or ☒ as identified in section 9c.
SELLER'S NAME(S)
3. Buyer agrees to buy and Seller agrees to sell the real property with all improvements, fixtures, and appurtenances thereon
4. or incidental thereto, if any, plus the personal property described herein (collectively the "Property").
- 1b. 5. Property Address: TBD N Douglas (103-16-044C) Avenue Zoning: _____
6. Assessor's #(s): 103-16-044C
7. City: Winslow County: Navajo AZ, Zip Code: 86047
8. Legal Description: DAVIS ADDN: LOT 1, BLOCK A or ☐ see attached legal description.
- 1c. 9. \$ 4,000.00 Full Purchase Price, paid as outlined below
10. \$ 500.00 Earnest money to be paid within 72 hours of acceptance
11. \$ 3,500.00 Balance by close of escrow
12. \$ _____
13. See line 331 for additional terms
- 1d. 14. **Incidental Improvements:** Buyer is purchasing the Property as vacant land. Any improvements, fixtures and appurtenances
15. thereon or incidental thereto, are being transferred in their existing condition ("AS IS") and Seller makes no warranty to Buyer,
16. expressed or implied, as to their condition except as provided for in section 5a.
- 1e. 17. **Fixtures and Personal Property:** Seller agrees that all existing fixtures on the Property, and any existing personal property
18. specified herein, shall be included in this sale, including the following:
19. _____
20. _____
21. Personal property included herein shall be transferred with no monetary value, and free and clear of all liens
22. or encumbrances.
23. Fixtures and leased items NOT included: _____
- 1f. 24. **Close of Escrow:** Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's office.
25. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Company all closing
26. documents, and perform all other acts necessary in sufficient time to allow COE to occur on
27. July 16, 2025 ("COE Date"). If Escrow Company or recorder's office is closed on
MONTH DAY YEAR
28. COE Date, COE shall occur on the next day that both are open for business.
29. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down
30. payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available
31. funds to Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on COE Date.

>>

Vacant Land/Lot Purchase Contract • Updated: August 2024
Copyright © 2024 Arizona Association of REALTORS®.
All rights reserved.

SELLER	SELLER

<Initials

Initials>

<u>S.H.</u>	<u>K.H.</u>
BUYER	BUYER

Vacant Land/Lot Purchase Contract >>

- 1g. 32. **Possession:** Seller shall deliver access to keys and/or means to operate all locks, mailbox, and all common area facilities, subject to the rights of tenants under existing leases, to Buyer at COE or ☐ _____ Broker(s) recommend that the parties seek appropriate counsel from insurance, legal, tax, and accounting professionals regarding the risks of pre-possession or post-possession of the Property.
- 1h. 36. **Addenda Incorporated:** ☐ Additional Clause ☐ Buyer Contingency ☐ Domestic Water Well ☐ H.O.A.
 37. ☐ Loan Assumption ☐ On-site Wastewater Treatment Facility ☐ Seller Compensation ☐ Seller Financing ☐ Short Sale
 38. ☐ Vacant Land/Lot Purchase Contract Addendum Regarding Subdivided or Unsubdivided Land
 39. ☐ Other: _____
- 1i. 40. **IF THIS IS AN ALL CASH SALE:** Buyer shall provide Seller, within five (5) days or _____ days after Contract acceptance, either a Letter of Credit or a Source of Funds Letter from a financial institution documenting the availability of funds to close escrow as agreed. Section 2 shall not apply, GO TO SECTION 3.

2. FINANCING

- 2a. 43. **Type of Financing:** ☐ Conventional ☐ FHA ☐ VA ☐ USDA ☐ Assumption ☐ Seller Carryback
 44. ☐ _____
 45. (If financing is to be other than new financing, see attached addendum.)
- 2b. 46. **Financing:** This sale ☐ is ☐ is not contingent upon Buyer obtaining a satisfactory financing commitment within Due Diligence Period pursuant to Section 6a. (If sale is not contingent on a financing commitment, go to Section 2k.)
- 2c. 48. **Financing Commitment Contingency Period:** If the sale is contingent upon Buyer obtaining a satisfactory financing commitment, Buyer shall have the Due Diligence Period to obtain a financing commitment, including appraised value, satisfactory to Buyer in Buyer's sole discretion, for a loan to purchase the Property or Buyer may cancel this Contract and receive a refund of the Earnest Money. **PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, BUYER SHALL DELIVER TO SELLER AND ESCROW COMPANY NOTICE THAT BUYER HAS NOT RECEIVED SUCH SATISFACTORY FINANCING COMMITMENT OR BUYER SHALL BE DEEMED TO HAVE WAIVED THE FINANCING COMMITMENT CONTINGENCY AND ANY RIGHT TO CANCEL DUE TO FINANCING.**
- 2d. 55. **Pre-Qualification:** If using Conventional, FHA, VA, or USDA financing, a completed AAR Pre-Qualification Form is attached hereto and incorporated by reference.
- 2e. 57. **Loan Status Update:** Buyer shall deliver to Seller the Loan Status Update (LSU) with at a minimum lines 1-40 completed describing the current status of the Buyer's proposed loan within ten (10) days after Contract acceptance and instruct lender to provide an updated LSU to Broker(s) and Seller upon request.
- 2f. 60. **Loan Processing During Escrow:** Buyer agrees to diligently work to obtain the loan and will promptly provide the lender with all additional documentation required. **Buyer shall sign all loan documents no later than three (3) days prior to the COE Date.**
- 2g. 62. **Loan Costs:** Buyer shall pay all costs of obtaining the loan, except as provided herein.
- 2h. 63. **VA Loan Costs:** In the event of a VA loan, Seller agrees to pay the escrow fee and up to \$ _____ of loan costs not permitted to be paid by the Buyer, in addition to the other costs Seller has agreed to pay herein, including Seller's Concessions.
- 2i. 66. **Changes:** Buyer shall immediately notify Seller of any changes in the loan program, financing terms, or lender described in the Pre-Qualification Form if attached hereto or LSU provided within ten (10) days after Contract acceptance and shall only make any such changes without the prior written consent of Seller if such changes do not adversely affect Buyer's ability to obtain loan approval without Prior to Document (PTD) conditions, increase Seller's closing costs, or delay COE.
- 2j. 70. **Appraisal Fee(s):** Appraisal Fee(s), when required by Lender, shall be paid by ☐ Buyer ☐ Seller
 71. ☐ Other _____
 72. Appraisal Fee(s) ☐ are ☐ are not included in Seller Concessions, if applicable.
- 2k. 73. **Partial Release, if applicable:** Buyer and Seller agree that any partial releases will be addressed under Additional Terms and Conditions or attached Addendum. Broker(s) recommend the parties seek appropriate counsel regarding the risks of partial release.

>>

Vacant Land/Lot Purchase Contract • Updated: August 2024
 Copyright © 2024 Arizona Association of REALTORS®.
 All rights reserved.

SELLER SELLER

<Initials

Initials>

SH KH
 BUYER BUYER

Vacant Land/Lot Purchase Contract >>

- 2l. 76. **Subordination:** If applicable, Seller carryback financing ☐ is ☐ is not to be subordinated to a construction loan. If Seller
77. agrees to subordination, such subordination shall only be allowed if the Seller Carryback financing is not in default and if the
78. Seller approves the terms and conditions of the construction loan to be recorded as a senior loan. Approval will not be
79. unreasonably withheld. **IF SELLER SUBORDINATES THE SELLER CARRYBACK FINANCING TO A SENIOR LOAN, THE**
80. **SELLER ACKNOWLEDGES THAT IN ORDER TO PROTECT THE SELLER CARRYBACK FINANCING, THE SELLER MAY**
81. **HAVE TO MAKE PAYMENTS ON THE SENIOR LOAN IF THE SENIOR LOAN IS IN DEFAULT.** Broker(s) recommend
82. the parties seek appropriate counsel regarding the risks of subordination.

3. TITLE AND ESCROW

- 3a. 83. **Escrow:** This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the
84. terms of this Contract shall be:
85. Pioneer title 9282892028
"ESCROW/TITLE COMPANY" PHONE
86. Hannah.Gonzales@ptaaz.com
FAX EMAIL
87. 300 W 3rd St Winslow AZ 85937
ADDRESS
- 3b. 88. **Title and Vesting:** Buyer will take title as determined before COE. Taking title may have significant legal, estate planning and
89. tax consequences. Buyer is advised to obtain legal and tax advice.
- 3c. 90. **Title Commitment and Title Insurance:** Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller
91. directly, addressed pursuant to 8s and 9c or as otherwise provided, a Commitment for Title Insurance together with complete
92. and legible copies of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title Commitment"),
93. including but not limited to Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and easements within fifteen
94. (15) days after Contract acceptance. Buyer shall have prior to the expiration of the Due Diligence Period to provide written
95. notice of any items disapproved. Buyer shall be provided, at Seller's expense, a Standard Owner's Title Insurance Policy
96. showing the title vested in Buyer. Buyer may acquire extended coverage(s) at Buyer's own additional expense.
97. Seller shall convey title by warranty deed, subject to existing taxes, assessments, covenants, restrictions, rights of way,
98. easements and all other matters of record or ☐ deed.
- 3d. 99. **Additional Instructions:** (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and
100. address of the Buyer to any homeowner's association in which the Property is located. (ii) If the Escrow Company is also
101. acting as the title agency but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver to the
102. Buyer and Seller, upon deposit of funds, a closing protection letter from the title insurer indemnifying the Buyer and Seller for
103. any losses due to fraudulent acts or breach of escrow instructions by the Escrow Company. (iii) All documents necessary to
104. close this transaction shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow
105. Company shall modify such documents to the extent necessary to be consistent with this Contract. (iv) Escrow Company fees,
106. unless otherwise stated herein, shall be allocated equally between Seller and Buyer. (v) Escrow Company shall send to all
107. parties and Broker(s) copies of all notices and communications directed to Seller, Buyer and Broker(s). (vi) Escrow Company
108. shall provide Broker(s) access to escrowed materials and information regarding the escrow. (vii) If an Affidavit of Disclosure is
109. provided, Escrow Company shall record the Affidavit at COE.
- 3e. 110. **Prorations, Expenses and Adjustments:**
111. **Taxes:** Real property taxes payable by the Seller shall be prorated through COE, based upon the latest tax bill available.
112. The parties agree that any discrepancy between the latest tax bill available and the actual tax bill when received shall be
113. handled as a Post Closing Matter and Buyer or Seller may be responsible for additional tax payments to each other.
114. **Rents, Interest and Expenses:** Rents; interest on existing notes, if transferred; utilities; and operating expenses shall be
115. prorated through COE. The Parties agree to adjust any rents received after COE as a Post Closing Matter.
116. **Deposits:** All deposits held by Seller pursuant to rent/lease agreement(s) shall be credited against the cash required of
117. Buyer at COE or ☐ paid to Buyer by Seller at COE.
- 3f. 118. **Post Closing Matters:** The parties shall promptly adjust any item to be prorated that is not determined or determinable at
119. COE as a Post Closing Matter by appropriate cash payment to the other party outside of the escrow when the amount due is
120. determined. Seller and Buyer agree that Escrow Company and Broker(s) are relieved of any responsibility for said
121. adjustments.

>>

Vacant Land/Lot Purchase Contract >>

- 3g. 122. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with
 123. Escrow Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions
 124. of this Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company
 125. against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees,
 126. arising from or relating in any way to the release of Earnest Money.
- 3h. 127. **Assessment Liens:** The amount of any assessment, other than homeowner's association assessments, that is a lien as of
 128. the COE shall be: ☐ paid in full by Seller ☒ prorated and assumed by Buyer ☐ paid in full by Buyer. Any assessment that
 129. becomes a lien after COE is the Buyer's responsibility.
- 3i. 130. **IRS and FIRPTA Reporting:** Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete,
 131. sign, and deliver to Escrow Company a certificate indicating whether Seller is a foreign person or a non-resident alien pursuant
 132. to the Foreign Investment in Real Property Tax Act (FIRPTA). Buyer and Seller acknowledge that if the Seller is a foreign
 133. person, the Buyer (or Escrow Company, as directed by Buyer) must withhold a tax of up to 15% of the purchase price, unless an
 134. exemption applies.
- 3j. 135. **Agricultural Foreign Investment Disclosure Act:** If applicable, Buyer and Seller shall comply with the Agricultural Foreign
 136. Investment Disclosure Act and make the required disclosures to the U.S. Department of Agriculture.
- 3k. 137. **TAX DEFERRED EXCHANGE:** If Seller or Buyer intends to enter into a tax-deferred exchange pursuant to I.R.C. §1031
 138. or otherwise, all additional costs in connection with any such tax-deferred exchange shall be borne by the party requesting the
 139. exchange. The non-requesting party agrees to cooperate in the tax-deferred exchange provided that the non-requesting party
 140. incurs no additional costs and COE is not delayed. The parties are advised to consult a professional tax advisor regarding the
 141. advisability of any such exchange. The non-requesting party and Broker(s) shall be indemnified and held harmless from any
 142. liability that may arise from participation in the tax deferred exchange.

4. DISCLOSURES

- 4a. 143. **Vacant Land/Lot Seller Property Disclosure Statement ("VLSPDS"):** Seller shall deliver a completed AAR VLSPDS form to
 144. the Buyer within five (5) days after Contract acceptance.
- 4b. 145. **Additional Seller Disclosures and Information:** Seller shall provide to Buyer the following disclosures and information
 146. pertinent to the Property within five (5) days after the Contract acceptance: (i) any information known to Seller that may
 147. adversely affect the Buyer's use of the Property, (ii) any known pending special assessments, association fees, claims, or
 148. litigation, (iii) articles of incorporation; by-laws; other governing documents; and any other documents required by law, (iv)
 149. financial statements, current rent rolls, lists of current deposits, personal property lists, leases, rental agreements, service
 150. contracts, (v) soils, Phase I, or other environmental reports in Seller's possession, (vi) the most recent survey, if available,
 151. and (vii) any and all other agreements, documents, studies, or reports relating to the Property in Seller's possession or control
 152. provided, however, that Seller shall not be required to deliver any report or study if the written contract that Seller entered into
 153. with the consultant who prepared such report or study specifically forbids the dissemination of the report to others.
- 4c. 154. **Road Maintenance Agreement:** Seller shall provide to Buyer, within five (5) days after the Contract acceptance, a copy
 155. of any known road maintenance agreement affecting the Property.
- 4d. 156. **Seller's Obligations Regarding Wells:** If a well is located on the Property, or if the Property is to be served by a shared
 157. well, the AAR Domestic Water Well Addendum is attached hereto and incorporated by reference. At COE, if applicable,
 158. Seller shall assign, transfer and convey to the Buyer all of the water rights, or claims to water rights, if any, held by Seller
 159. that are associated with the Property.
- 4e. 160. **No Seller or Tenant Bankruptcy, Probate or Insolvency Proceedings:** Seller represents that Seller has no notice or
 161. knowledge that any tenant on the Property is the subject of a bankruptcy, probate or insolvency proceeding. Further, Seller
 162. is not the subject of a bankruptcy, insolvency or probate proceeding.
- 4f. 163. **Seller's Notice of Violations:** Seller represents that Seller has no knowledge of any notice of violations of City, County, State,
 164. or Federal building, zoning, fire, or health laws, codes, statutes, ordinances, regulations, or rules filed or issued regarding the
 165. Property.
- 4g. 166. **Environmental Disclosure:** Seller has not knowingly caused or permitted the generation, storage, treatment, release or
 167. disposal of any hazardous waste or regulated substances at the Property except as otherwise disclosed.
- 4h. 168. **Affidavit of Disclosure:** If the Property is located in an unincorporated area of the county, and five or fewer parcels of property
 169. other than subdivided land are being transferred, the Seller shall deliver a completed Affidavit of Disclosure in the form required
 170. by law to the Buyer within five (5) days after Contract Acceptance. Buyer shall provide notice of any Affidavit of Disclosure items
 171. disapproved within five (5) days after receipt of the Affidavit of Disclosure.

>>

Vacant Land/Lot Purchase Contract • Updated: August 2024
 Copyright © 2024 Arizona Association of REALTORS®.
 All rights reserved.

SELLER	SELLER

<Initials

Initials>

S.H.	K.H.
BUYER	BUYER

Vacant Land/Lot Purchase Contract >>

- 4i. 172. **H.O.A./Condominium/Planned Community:** The Property ☐ is ☐ is not located within a homeowners' association/
173. condominium/planned community. If yes, the HOA addendum is attached hereto and incorporated by reference.
- 4j. 174. **Changes During Escrow:** Seller shall immediately notify Buyer of any changes in the Property or disclosures made herein, in the
175. SPDS, or otherwise. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by Section 5a, or
176. otherwise by this Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer shall be allowed prior
177. to the expiration of the Due Diligence Period or five (5) days after delivery of such notice, whichever is later, to provide notice of
178. disapproval to Seller.

5. WARRANTIES

- 5a. 179. **Seller Warranties:** Seller warrants and shall maintain and repair the Property so that at the earlier of possession or COE the
180. Property and any personal property included in the sale, will be in substantially the same condition as on the date of Contract
181. acceptance; and all personal property not included in the sale and all debris will be removed from the Property.
- 5b. 182. **Warranties that Survive Closing:** Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and
183. any information concerning the Property known to Seller, excluding opinions of value, which materially and adversely affect the
184. consideration to be paid by Buyer. Prior to the COE, Seller warrants that payment in full will have been made for all labor,
185. professional services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding the COE
186. in connection with the construction, alteration, or repair of any structure on or improvement to the Property. Seller warrants
187. that the information regarding connection to a sewer system or on-site wastewater treatment facility (conventional septic
188. tank or alternative system) is correct to the best of Seller's knowledge.
- 5c. 189. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect
190. the Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Property or
191. COE, Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts
192. the Property. **Buyer warrants that Buyer is not relying on any verbal representations concerning the Property**
193. **except disclosed as follows:** _____
194. _____

6. DUE DILIGENCE

- 6a. 195. **Due Diligence Period:** Buyer's due diligence and inspection period shall be thirty (30) days or 15 days after Contract acceptance
196. ("Due Diligence Period"). During Due Diligence Period Buyer shall perform all inspections and investigations to satisfy Buyer with respect
197. to the physical condition of the Property, financing, appraised value, the condition of title to the Property and as to the feasibility and
198. suitability of the Property for Buyer's intended purpose. During the Due Diligence Period, Buyer, at Buyer's expense, shall: (i) conduct all
199. desired physical, environmental, and other types of inspections and investigations to determine the value and condition of the Property;
200. (ii) make inquiries and consult government agencies, lenders, insurance agents, architects, and other appropriate persons and entities
201. concerning the feasibility and suitability of the Property and the surrounding area for the Buyer's intended purpose; (iii) investigate
202. applicable building, zoning, fire, health, and safety codes including applicable swimming pool barrier regulations to determine any
203. potential hazards, violations or defects in the Property; and (iv) verify any material multiple listing service ("MLS") information. If the
204. presence of sex offenders in the vicinity or the occurrence of a disease, natural death, suicide, homicide or other crime on or in the vicinity
205. is a material matter to the Buyer, it must be investigated by the Buyer during the Due Diligence Period. Buyer shall keep the Property free
206. and clear of liens, shall indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs, and shall repair all
207. damages arising from the inspections. Buyer shall provide Seller and Broker(s) upon receipt, at no cost, copies of all inspection reports
208. concerning the Property obtained by Buyer. If Buyer cancels this Contract, Buyer shall return all documents provided by the Seller and
209. provide Seller with copies of all reports or studies generated by Buyer, provided, however, that Buyer shall not be required to deliver any
210. such report or study if the written contract that Buyer entered into with the consultant who prepared such report or study specifically
211. forbids the dissemination of the report or study to others. Buyer is advised to consult the Arizona Department of Real Estate Buyer
212. Advisory provided by AAR to assist in Buyer's due diligence inspections and investigations.
- 6b. 213. **Square Footage/Acreage:** **BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE/ACREAGE OF THE**
214. **PROPERTY, BOTH THE REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON IS APPROXIMATE. IF SQUARE**
215. **FOOTAGE/ACREAGE IS A MATERIAL MATTER TO THE BUYER; IT MUST BE INVESTIGATED DURING THE DUE**
216. **DILIGENCE PERIOD.**
- 6c. 217. **Flood Hazard:** Flood hazard designations or the cost of flood hazard insurance shall be determined by Buyer during the Due
218. Diligence Period. If the Property is situated in an area identified as having any special flood hazards by any governmental entity, the
219. lender may require the purchase of flood hazard insurance. Special flood hazards may also affect the ability to encumber or improve
220. the Property.

>>

Vacant Land/Lot Purchase Contract • Updated: August 2024
Copyright © 2024 Arizona Association of REALTORS®.
All rights reserved.

SELLER	SELLER
--------	--------

<Initials

Initials>

S.H.	K.H.
BUYER	BUYER

Vacant Land/Lot Purchase Contract >>

6d. 221. **Insurance: IF INSURANCE IS A MATERIAL MATTER TO THE BUYER, BUYER SHALL APPLY FOR AND OBTAIN**
 222. **WRITTEN CONFIRMATION OF THE AVAILABILITY AND COST OF INSURANCE FOR THE PROPERTY FROM BUYER'S**
 223. **INSURANCE COMPANY DURING THE DUE DILIGENCE PERIOD.** Buyer understands that any fire, casualty, or other
 224. insurance desired by Buyer or required by Lender should be in place at COE.

6e. 225. **Sewer or On-site Wastewater Treatment System:** The Property ☐ does ☒ does not contain an on-site wastewater
 226. treatment system. If the Property is served by a conventional septic tank or alternative system, the AAR On-site Wastewater
 227. Treatment Facility Addendum is incorporated herein by reference.

228. **IF A SEWER CONNECTION, OR THE AVAILABILITY OF A SEWER CONNECTION, IS A MATERIAL MATTER TO THE**
 229. **BUYER, IT MUST BE INVESTIGATED DURING THE DUE DILIGENCE PERIOD.**

230. (BUYER'S INITIALS REQUIRED) S.H. K.H.
 BUYER BUYER

6f. 231. **Site/Soil Evaluation For Installation of On-site Wastewater Treatment Facility:** If the suitability of the Property for
 232. installation of an on-site wastewater treatment facility (conventional septic tank or alternative system) and associated costs
 233. are material to the Buyer, Buyer shall complete a site/soil evaluation and investigate all on-site wastewater treatment facility
 234. installation costs within the Due Diligence Period. **NOTE: Buyer is advised that the site/soil evaluation is not binding on**
 235. **the State-delegated County agency in any future permitting decision as to the suitability of the design or type of**
 236. **facility for the Property.**

6g. 237. **LAND DIVISIONS: LAND PROPOSED TO BE DIVIDED FOR PURPOSES OF SALE OR LEASE IS SUBJECT TO**
 238. **STATE, COUNTY AND MUNICIPAL LAWS, ORDINANCES AND REGULATIONS. IF STATE, COUNTY AND MUNICIPAL**
 239. **REQUIREMENTS RELATING TO THE DIVISION OR SPLITTING OF THE PROPERTY ARE A MATERIAL MATTER TO**
 240. **THE BUYER, THEY MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD. BROKER(S) HAVE MADE**
 241. **NO REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE ABILITY TO DIVIDE OR SPLIT THE PROPERTY.**

242. (BUYER'S INITIALS REQUIRED) S.H. K.H.
 BUYER BUYER

6h. 243. **ROADS: IF ROADWAYS, COST AND RESPONSIBILITY FOR ROAD MAINTENANCE, IMPROVEMENTS OR ACCESS IS A**
 244. **MATERIAL MATTER TO BUYER, IT MUST BE INVESTIGATED BY BUYER DURING DUE DILIGENCE PERIOD.**

6i. 245. **Survey:** A survey ☐ shall ☒ shall not be performed. If to be performed, the survey shall be performed by a licensed
 246. surveyor within the Due Diligence Period or _____ days after Contract acceptance.
 247. Cost of the survey shall be paid by ☐ Seller ☐ Buyer ☐ Other: _____

248. The survey shall be performed in accordance with the Arizona State Board of Technical Registration's "Arizona Land Boundary
 249. Survey Minimum Standards".

6j. 250. Survey instructions are: ☐ A boundary survey and survey plat showing the corners either verified
 251. or monumentation.
 252. ☐ A survey certified by a licensed surveyor, acceptable to Buyer and the Title
 253. Company, in sufficient detail for an American Land Title Association ("ALTA")
 254. Owner's Policy of Title Insurance with boundary, encroachment or survey
 255. exceptions and showing all improvements, utility lines and easements on
 256. the Property or within five (5) feet thereof.
 257. ☐ Other survey terms:
 258.
 259.
 260.
 261.

(BUYER'S INITIALS REQUIRED) S.H. K.H.
 BUYER BUYER

6k. 262. **WELL WATER/WATER RIGHTS: IF WELL WATER/WATER RIGHTS IS/ARE A MATERIAL MATTER TO THE BUYER, IT**
 263. **MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD.**

6l. 264. **BUYER ACKNOWLEDGMENT: BUYER RECOGNIZES, ACKNOWLEDGES AND AGREES THAT BROKER(S) ARE**
 265. **NOT QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PROPERTY OR THE**
 266. **SURROUNDING AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO**
 267. **ASSIST IN BUYER'S DUE DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE**
 268. **PROPERTY AND SURROUNDING AREA IS BEYOND THE SCOPE OF THE BROKERS EXPERTISE AND LICENSING,**
 269. **BUYER EXPRESSLY RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR**
 270. **CONDITIONS THAT COULD HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION.**

271. (BUYER'S INITIALS REQUIRED) S.H. K.H.
 BUYER BUYER >>

Vacant Land/Lot Purchase Contract >>

- 6m. 272. **Due Diligence Period Notice:** Prior to expiration of the Due Diligence Period, Buyer shall deliver to Seller a signed notice of
 273. any items disapproved. AAR's Vacant Land/Lot Buyer's Due Diligence Notice and Seller's Response form is available for this
 274. purpose. Buyer shall conduct all desired inspections and investigations prior to delivering such notice to Seller and all Due
 275. Diligence Period items disapproved shall be provided in a single notice.
- 6n. 276. **Buyer Disapproval:** If Buyer, in Buyer's sole discretion, disapproves of any aspect of the Property, financing, title, or other
 277. matter, Buyer shall deliver to Seller notice of the items disapproved and state in the notice that Buyer elects to either:
 278. (1) immediately cancel this Contract and all Earnest Money shall be released to Buyer, or
 279. (2) provide the Seller an opportunity to correct the items disapproved, in which case:
 280. (a) Seller shall respond in writing within five (5) days or _____ days after delivery to Seller of Buyer's notice of
 281. items disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall
 282. conclusively be deemed Seller's refusal to correct any of the items disapproved.
 283. (b) If Seller agrees in writing to correct item(s) disapproved, Seller shall correct the items, complete any
 284. repairs in a workmanlike manner and deliver any paid receipts evidencing the corrections and repairs
 285. to Buyer three (3) days or _____ days prior to COE Date.
 286. (c) If Seller is unwilling or unable to correct any of the items disapproved, Buyer may cancel this Contract within five
 287. (5) days after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs first,
 288. and all Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as
 289. provided, Buyer shall close escrow without correction of those items that Seller has not agreed in writing to correct.
290. VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS. Only a written agreement signed by both parties will
 291. extend response times or cancellation rights.
292. BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN
 293. THE SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE
 294. TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.
- 6o. 295. **Inspection(s):** Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct inspection(s) of the Property for
 296. the purpose of satisfying Buyer that any corrections agreed to by the Seller have been completed and that the Property is in
 297. substantially the same condition as on the date of Contract acceptance. If Buyer does not conduct such inspection(s), Buyer
 298. releases Seller and Broker(s) from liability for any defects that could have been discovered.

7. REMEDIES

- 7a. 299. **Cure Period:** A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any
 300. provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If
 301. the non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall
 302. become a breach of Contract.
- 7b. 303. **Breach:** In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the
 304. breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative
 305. Dispute Resolution obligations set forth herein. In the case of the Seller, because it would be difficult to fix actual damages
 306. in the event of Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at
 307. Seller's option, accept the Earnest Money as Seller's sole right to damages. An unfulfilled contingency is not a breach of
 308. Contract. The parties expressly agree that the failure of any party to comply with the terms and conditions of Section 1f to
 309. allow COE to occur on the COE Date, if not cured after a cure notice is delivered pursuant to Section 7a, will constitute a
 310. material breach of this Contract, rendering the Contract subject to cancellation.
- 7c. 311. **Alternative Dispute Resolution ("ADR"):** Buyer and Seller agree to mediate any dispute or claim arising out of or relating
 312. to this Contract in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All mediation costs
 313. shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes
 314. or claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in
 315. the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to
 316. the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The
 317. decision of the arbitrator shall be final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in
 318. any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30)
 319. days after the conclusion of the mediation conference by notice to the other and in such event either party shall have the right to
 320. resort to court action.
- 7d. 321. **Exclusions from ADR:** The following matters are excluded from the requirement for ADR hereunder: (i) any action brought in the
 322. Small Claims Division of an Arizona Justice Court (up to \$3,500) so long as the matter is not thereafter transferred or removed from
 323. the small claims division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or
 324. agreement for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter that
 325. is within the jurisdiction of a probate court. Further, the filing of a judicial action to enable the recording of a notice of pending action

>>

Vacant Land/Lot Purchase Contract • Updated: August 2024
 Copyright © 2024 Arizona Association of REALTORS®.
 All rights reserved.

SELLER	SELLER

<Initials

Initials>

S.H.	K.H.
BUYER	BUYER

Vacant Land/Lot Purchase Contract >>

326. ("lis pendens"), or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the
327. obligation to submit the claim to ADR, nor shall such action constitute a breach of the duty to mediate or arbitrate.

- 7e. 328. **Attorneys Fees and Costs:** The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to
329. this Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees,
330. expert witness fees, fees paid to investigators, and arbitration costs.

8. ADDITIONAL TERMS AND CONDITIONS

- 8a. 331. Buyer agrees to pay all closing costs for both Buyer and Seller. Additionally, buyer
332. shall pay a total brokerage compensation of 6%, covering both the listing and
333. buyer-broker sides, as outlined in the respective Listing Agreement and Buyer-Broker
Agreement.

334.
335.
336.
337.
338.
339.
340.
341.
342.
343.
344.
345.
346.
347.
348.
349.
350.
351.
352.
353.
354.
355.
356.
357.
358.
359.
360.

- 8b. 361. **Risk of Loss:** If there is any loss or damage to the Property between the date of Contract acceptance and COE or
362. possession, whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on the
363. Seller, provided, however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase
364. price, either Seller or Buyer may elect to cancel the Contract.
- 8c. 365. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of this Contract.
- 8d. 366. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
- 8e. 367. **Time is of the Essence:** The parties acknowledge that time is of the essence in the performance of the obligations
368. described herein.

>>

Vacant Land/Lot Purchase Contract • Updated: August 2024
Copyright © 2024 Arizona Association of REALTORS®.
All rights reserved.

SELLER	SELLER

<Initials

Initials>

SH	KH
BUYER	BUYER

Vacant Land/Lot Purchase Contract >>

- 8f. 369. Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed
370. by separate written agreement(s), which shall be delivered by Broker(s) to Escrow Company for payment at COE, if not previously
371. paid. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller's proceeds at COE. If
372. Buyer is obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. **BROKER COMPENSATION IS**
373. **NOT SET BY LAW, NOR BY ANY BOARD, ASSOCIATION OF REALTORS®, MULTIPLE LISTING SERVICE OR IN ANY**
374. **MANNER OTHER THAN AS FULLY NEGOTIATED BETWEEN BROKER AND CLIENT.**
- 8g. 375. Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original
376. Contract. This Contract and any other documents required by this Contract may be executed by facsimile or other
377. electronic means and in any number of counterparts, which shall become effective upon delivery as provided for herein.
378. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.
- 8h. 379. Days:** All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and
380. end at 11:59 p.m.
- 8i. 381. Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the act or event
382. from which the time period begins to run is not included and the last day of the time period is included. Contract acceptance
383. occurs on the date that the signed Contract (and any incorporated counter offer) is delivered to and received by the
384. appropriate Broker. Acts that must be performed three days prior to the COE Date must be performed three full days prior (i.e.,
385. if COE Date is Friday the act must be performed by 11:59 p.m. on Monday).
- 8j. 386. Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller
387. and Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a
388. writing signed by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this
389. Contract.
- 8k. 390. Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands
391. that any subsequent offer accepted by the Seller must be a backup offer contingent on the cancellation of this Contract.
- 8l. 392. Cancellation:** A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by
393. delivering notice stating the reason for cancellation to the other party or to the Escrow Company. Cancellation shall become
394. effective immediately upon delivery of the cancellation notice.
- 8m. 395. Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in
396. writing and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic
397. mail, if email addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as
398. indicated in Section 8q, to Seller as indicated in Section 9a and to the Escrow Company indicated in Section 3a.
- 8n. 399. Earnest Money:** Earnest Money is in the form of: ☒ Personal Check ☐ Other _____
400. If applicable, Earnest Money has been received by Broker named in Section 8q and upon acceptance of this offer will be
401. deposited with: ☒ Escrow Company ☐ Broker's Trust Account. Buyer acknowledges that failure to pay the required
402. closing funds by the scheduled Close of Escrow, if not cured after a cure notice is delivered pursuant to Section 7a, shall be
403. construed as a material breach of this contract and all earnest money shall be subject to forfeiture.
- 8o. 404. RELEASE OF BROKER(S): SELLER AND BUYER HEREBY EXPRESSLY RELEASE, HOLD HARMLESS AND INDEMNIFY**
405. **BROKER(S) IN THIS TRANSACTION FROM ANY AND ALL LIABILITY AND RESPONSIBILITY REGARDING FINANCING, THE**
406. **CONDITION, SQUARE FOOTAGE/ACREAGE, LOT LINES, BOUNDARIES, VALUE, RENT ROLLS, ENVIRONMENTAL**
407. **PROBLEMS, SANITATION SYSTEMS, ABILITY TO DIVIDE OR SPLIT THE PROPERTY, BUILDING CODES, GOVERNMENTAL**
408. **REGULATIONS, INSURANCE, PRICE AND TERMS OF SALE, RETURN ON INVESTMENT, OR ANY OTHER MATTER**
409. **RELATING TO THE VALUE OR CONDITION OF THE PROPERTY.**
410. **(BUYER'S AND SELLER'S INITIALS REQUIRED)** _____ S.H. K.H.
SELLER SELLER BUYER BUYER
- 8p. 411. Terms of Acceptance:** This offer will become a binding Contract when acceptance is signed by Seller and
412. a signed copy delivered in person, by mail, facsimile or electronically, and received by Broker named in Section 8q
413. by _____, _____ at _____ ☐ a.m. / ☐ p.m., Mountain Standard Time. Buyer
414. may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this
415. date and time, this offer shall be deemed withdrawn and the Buyer's Earnest Money shall be returned.
416. THIS CONTRACT CONTAINS TEN PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. ENSURE THAT YOU HAVE
417. RECEIVED AND READ ALL TEN PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.

>>

Vacant Land/Lot Purchase Contract • Updated: August 2024
Copyright © 2024 Arizona Association of REALTORS®.
All rights reserved.

SELLER	SELLER

<Initials

Initials>

<u>S.H.</u>	<u>K.H.</u>
BUYER	BUYER

Vacant Land/Lot Purchase Contract >>

8q. 418. Broker on behalf of Buyer:

419. Charles Tupper 148510254 SA661338000
PRINT SALESPERSON NAME AGENT MLS CODE AGENT STATE LICENSE NO.

420. _____
PRINT SALESPERSON NAME AGENT MLS CODE AGENT STATE LICENSE NO.

421. West USA Realty
PRINT FIRM NAME FIRM MLS CODE

422. 80 S Main Street Winslow AZ 85937
FIRM ADDRESS STATE ZIP CODE FIRM STATE LICENSE NO.

423. 928-242-2720 charles@i40homes.com
PREFERRED TELEPHONE FAX EMAIL

8r. 424. Agency Confirmation: The Broker named in Section 8q above is the agent of (check one):

425. ☐ the Buyer; ☐ the Seller; or ☒ both the Buyer and Seller

8s. 426. The undersigned agree to purchase the Premises on the terms and conditions herein stated and acknowledge receipt of a copy hereof including the Buyer Attachment.

427. Steven Henling 05/21/2025 Kimberlee Henling 05/21/2025
^ BUYER'S SIGNATURE MO/DAY/YR ^ BUYER'S SIGNATURE MO/DAY/YR

428. Steven Henling Kimberlee Henling
^ BUYER'S NAME PRINTED ^ BUYER'S NAME PRINTED

429. 1501 N Warren Avenue
ADDRESS ADDRESS

430. Winslow AZ 86047
CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

9. SELLER ACCEPTANCE

9a. 432. Broker on behalf of Seller:

433. Charles Tupper CLTupper SA661338000
PRINT SALESPERSON NAME AGENT MLS CODE AGENT STATE LICENSE NO.

434. _____
PRINT SALESPERSON NAME AGENT MLS CODE AGENT STATE LICENSE NO.

435. West USA Realty - Snowflake west usa-SF
PRINT FIRM NAME FIRM MLS CODE

436. 80 S Main St Snowflake AZ 85937 C0001154025
FIRM ADDRESS STATE ZIP CODE FIRM STATE LICENSE NO.

437. (928) 242-2720 charles@i40homes.com
PREFERRED TELEPHONE FAX EMAIL

9b. 438. Agency Confirmation: The Broker named in Section 9a above is the agent of (check one):

439. ☐ the Seller; or ☒ both the Buyer and Seller

9c. 440. The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a copy hereof and grant permission to Broker named in Section 9a to deliver a copy to Buyer.

442. ☐ Counter Offer is attached, and is incorporated herein by reference. Seller should sign both this offer and the Counter Offer.
443. ☐ If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

444. _____
^ SELLER'S SIGNATURE MO/DAY/YR ^ SELLER'S SIGNATURE MO/DAY/YR

445. David Coolidge
^ SELLER'S NAME PRINTED ^ SELLER'S NAME PRINTED

446. 102 E Third Street
ADDRESS ADDRESS

447. Winslow, AZ 86047
CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

448. ☐ OFFER REJECTED BY SELLER: _____, 20_____, _____
MONTH DAY YEAR (SELLER'S INITIALS)

For Broker Use Only:

Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____
MO/DAY/YR

EXHIBIT B
TO
ORDINANCE NO. 1434

LEGAL DESCRIPTION

Davis Addn: Lot 1, Block A, records of Navajo County, Arizona.

ORDINANCE NO. 1435

AN ORDINANCE OF THE COUNCIL OF THE CITY OF WINSLOW, ARIZONA, AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY TO JEROME NALESKI PLLC; AND AUTHORIZING AND DIRECTING THE MAYOR, CITY MANAGER AND CITY ATTORNEY TO TAKE ALL ACTIONS NECESSARY TO COMPLETE THE TRANSACTION.

WHEREAS, the City Council has determined that the sale of real property identified as Navajo County Assessor's Parcel No. 103-16-342, located north of Second Street between Campbell Avenue and Hicks Avenue, and reserving all other existing easements and rights-of-way, is in the best interest of the citizens of the City of Winslow; and

WHEREAS, the City of Winslow has agreed to sell the property to Jerome Naleski PLLC; and

WHEREAS, the parties have reached an agreement regarding the terms and conditions of the sale which are included in the Commercial Real Estate Purchase Contract on file with the City Clerk as **Exhibit A** to be executed by both parties.

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

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

SECTION 2. The City of Winslow is authorized to enter into the Commercial Real Estate Purchase Contract, which is on file with the City Clerk as **Exhibit A** and incorporated herein, for the sale of the property designated as Navajo County Assessor's Parcel No. 103-16-342 located on West Second Street (address TDB), Winslow, Arizona, which is legally described in **Exhibit B**, and to comply with the terms of said Contract.

SECTION 3. 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.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Winslow this 24th day of June, 2025.

Roberta W. Cano, Mayor

ATTEST:

Suzy Wetzel, City Clerk

APPROVED AS TO FORM:

Trish Stuhan, City Attorney
Pierce Coleman PLLC

**[Exhibits on File with the City Clerk at Winslow City Hall,
102 East Third Street, Winslow, Arizona 86047]**

EXHIBIT A
TO
ORDINANCE NO. 1435

[Commercial Real Estate Purchase Contract –
on File at Winslow City Hall, 102 East Third Street, Winslow, Arizona 86047]

REAL ESTATE PURCHASE AGREEMENT

The parties to this Real Estate Purchase Contract (the "Contract") between the City of Winslow, Arizona, municipal corporation organized under the laws of the State of Arizona, (hereinafter "Seller") and Jerome Naleski PLLC, an Arizona professional limited liability company, (hereinafter "Buyer"), (collectively, the "parties"), is hereby entered into and shall be effective on the last signature date set forth below.

Pursuant to A.R.S. § 9-402, Seller agrees to sell, and Buyer agrees to purchase certain real property ("Property") under the terms and conditions set forth below.

1. LEGAL DESCRIPTION

The Property to be conveyed by Seller to Buyer under this Contract is legally described in **Exhibit 1**, attached hereto and made a part hereof.

2. PURCHASE PRICE AND PAYMENT TERMS

2.1 Structure of Sale. Subject to the terms, conditions, and covenants of this Agreement, the Buyer shall pay for the Property as prescribed under Section 2.2 or 2.3.

2.2 Purchase Price Paid in Full. The total purchase price that Buyer agrees to pay for the Property is Ten Thousand Dollars (\$10,000.00), payable as follows:

2.2.1 Earnest Money Deposit. Ten percent (10%) of the total purchase price One Thousand Dollars (\$1,000.00) as an earnest money deposit, which Buyer agrees to deposit with Seller concurrently with Buyer's execution of this Agreement.

2.2.2 Cash Due at Closing. The balance of the purchase price, plus any closing costs payable by Buyer, to be deposited with Seller on or before the Closing (as defined in paragraph 4).

2.2.3 Disbursements. Upon Closing, all amounts paid shall be the sole property of the Seller.

2.3 Earnest Money Provisions. If the transaction closes, the earnest money deposit shall be credited against the total purchase price and shall be retained by Seller. If the earnest money deposit is forfeited to Seller as provided by this Agreement, the earnest money deposit shall be retained by Seller. If Buyer is entitled at any time to a return of the earnest money deposit, the earnest money deposit shall be paid to Buyer.

2.4 Non-Refundable Nature of Earnest Money Deposit. The earnest money deposit shall be non-refundable, except as otherwise provided herein.

3. TITLE AND SURVEY MATTERS

3.1 Preliminary Title Report. Following the Opening of Escrow, Buyer may elect at its sole cost and expense to obtain a current commitment for title insurance ("Report") on the Property.

3.2 Survey. Following the Opening of Escrow, Buyer may elect at its sole cost and expense to obtain an ALTA/NSPS survey of the Property prepared by an Arizona licensed civil engineer.

3.3 Due Diligence Period. For a period ending at 5:00 p.m. (local time, Winslow, Arizona) on the date that is twenty (20) days following the Opening of Escrow ("Due Diligence Period"), Buyer will have the absolute right to cancel this Agreement for any reason whatsoever or for no reason, in Buyer's sole and absolute discretion. However, until Buyer cancels, Buyer will proceed in good faith with Buyer's preliminary investigatory steps with respect to this transaction. Unless Buyer gives written notice of cancellation prior to the expiration of the above-described time period, then Buyer will be deemed to have elected not to cancel the Agreement under this provision. Upon a cancellation in accordance with the provisions of this Section 3.3, the earnest money deposit shall be returned to the Buyer, and this Agreement shall terminate.

3.4 Deed. At the Closing, Seller shall convey title to the Property to Buyer by Special Warranty Deed ("Deed"), subject to current taxes and assessments, reservations in patents, all easements, rights-of-way, covenants, conditions, and restrictions as may appear of record, and all matters which an accurate survey of the Property or a physical inspection of the Property would disclose. The form of Deed is attached as Exhibit 2.

3.5 Title Policy. Buyer may elect at its sole cost and expense to obtain an owner's policy of title insurance insuring Buyer that fee simple title to the Property is vested in Buyer as of the Closing. Buyer shall pay any and all costs and premiums for such policy. The Closing shall not be conditioned upon the issuance of any such policy of title insurance.

4. OPENING, CLOSING AND PRORATIONS; POST-CLOSING OBLIGATION

4.1 Opening and Closing Dates.

4.1.1. Opening of Escrow is defined to be the date that the Contract, signed by both parties, is delivered to the Title Officer. Close of Escrow shall occur on or before thirty (30) days from opening of Escrow provided any and all requirements of escrow have been obtained by Title. Close of Escrow will be at the offices of Pioneer Title Agency, 300 W. Third St., Winslow, Arizona 86047 with Hannah Gonzales serving as the Escrow Officer. At the Close of Escrow, both the title to and possession of the Property shall be transferred from Seller to Buyer. Any encumbrances existing against the Property at the Close of Escrow shall be satisfied from the proceeds of the sale price.

4.2. Closing Costs and Prorations. Real estate taxes and assessments, property owners' association assessments, irrigation assessments, and similar charges shall be prorated as of the closing, based upon the latest available information. All other closing costs shall be paid by Buyer.

4.3 Property Sold "As-Is." Except as may be expressly provided in this Agreement, it is acknowledged that Seller and its employees, agents, representatives, brokers, and attorneys have not made, nor has Buyer relied on, any statements, materials, representations, or warranties, express or implied, of Seller or its employees, agents, representatives, brokers, and attorneys. Buyer acknowledges and agrees that it is relying solely on its own examination, inspection and investigation of the condition of the Property including, without limitation, the surface and subsurface thereof, all soil, engineering, environmental and other conditions which may affect the Property, any construction thereof, its zoning and use, its tribal reservation status, its value, the development thereof and title, all as deemed necessary or appropriate, and Buyer is entering into this Agreement and purchasing the Property based upon the results of such inspections and investigations and not in reliance on any statements, representations or agreements of Seller not expressly contained in this Agreement. As a result, it is specifically acknowledged and agreed that Buyer is acquiring the Property "AS IS" with no representation or warranty being made by City of any type or nature.

5. MATTERS RELATING TO THE PERIOD PRIOR TO CLOSING

5.1 Possession. Exclusive possession of the Property shall be delivered to Buyer upon the Closing, except as otherwise stated herein. From time to time prior to the Closing, Buyer may enter upon the Property with Buyer's representatives and agents for the purpose of examining and surveying the Property. Buyer agrees to indemnify Seller and hold Seller harmless from any injury, cost, liability or expense to person or property arising out of Buyer's exercise of the rights granted by this Section, and this indemnity shall survive the Closing or the cancellation of this Agreement.

5.2 Care of Premises. Upon the Opening of Escrow, Seller shall perform all customary and ordinary maintenance to the Property as Seller customarily previously performed, so as to maintain it in substantially the same condition as it is as of the Opening of Escrow, as such condition shall be changed by wear and tear, damage by fire or other casualty, or by eminent domain. Notwithstanding the foregoing, Seller shall have no obligation to make any structural or extraordinary repairs or capital improvements to the Property between the Opening of Escrow and the Closing. From and after the execution of this Agreement until the Closing, the Seller shall materially comply with all state and municipal laws, ordinance, regulations and orders or notices of violations relating to the Property, except that compliance may be postponed while Seller is in good faith contesting the validity of said orders or notices.

5.3 Risk of Loss. Except as provided in Section 5.1 of this Agreement, the risk of loss or damage to the Property and all liability to third persons until the Closing shall be borne by Seller.

6. REPRESENTATIONS AND WARRANTIES

6.1 Seller's Representations and Warranties. Seller represents and warrants to Buyer that:

6.1.1 Authority. Seller has full power and authority to entire into this Agreement and complete the purchase and sale transaction contemplated herein.

6.1.2 Binding Agreement. Upon Seller's execution of this Agreement, this Agreement shall be binding and enforceable against Seller in accordance with its terms. Upon Seller's execution of the additional documents contemplated by this Agreement, the additional documents shall be binding and enforceable against Seller in accordance with their terms.

6.2 Buyer's Representations and Warranties. Buyer represents and warrants to Seller that:

6.2.1 Authority. Buyer has full power and authority to enter into this Agreement and contemplate the purchase and sale transaction contemplated herein.

6.2.2 Binding Agreement. Upon Buyer's execution of this Agreement, this Agreement shall be binding and enforceable against Buyer in accordance with its terms. Upon Buyer's execution of the additional documents contemplated by this Agreement, the additional documents shall be binding and enforceable against Buyer in accordance with their terms.

6.3 Survival. Each of the representations and warranties contained in this Section will survive the Closing.

6.4 Release. Buyer hereby releases, quit claims and forever discharges Seller and its agents and employees, from any and all claims, losses, or demands, including, but not limited to, personal injuries and property damage and all of the consequences thereof, whether now known or not, which may arise from any environmental hazards, or any defects or conditions on the Premises. This Release shall survive this Agreement.

7. BROKERAGE

7.1 Brokerage. Seller has engaged the services of Charles Tupper at WestUSA Realty as a real estate broker. Seller shall be solely responsible for paying any commission or finder's fee due to WestUSA Realty in connection with this transaction. Under no circumstances shall Buyer be obligated to pay any portion of the commission or fee owed to Seller's broker. If Buyer has engaged the services of a broker, who will be owed a commission or finder's fee in connection with this transaction, the commission or fee will be the sole responsibility of Buyer. Under no circumstances shall Seller be obligated to pay any portion of the commission or fee owed to Buyer's broker. If any person shall assert a claim to a finder's fee, brokerage commission, or other compensation on account of alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the party under whom the finder or broker is claiming shall indemnify and hold the other party harmless from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought on such claim, including, but not limited to, counsel and witness fees and court costs in defending against such claim. This indemnity shall survive the closing or the cancellation of this Agreement.

8. CLOSING DOCUMENTS

8.1 Seller's Closing Documents. Upon the Closing, Seller shall deliver to Buyer the following documents, each of which shall have been duly executed and, where appropriate, acknowledged:

8.1.1 The Deed in the form required herein; and

8.1.2 Such other documents as may be necessary or appropriate to transfer and convey all of the Property to Buyer and to otherwise consummate this transaction in accordance with the terms of this Agreement.

8.2 Buyer's Closing Documents. On or before the Closing, Buyer shall deliver to Seller such documents as may be necessary or appropriate to consummate this transaction in accordance with the terms of this Agreement, each of which shall have been duly executed and acknowledged, where appropriate.

9. REMEDIES

9.1 Seller's Remedies. If Buyer fails to deposit the remainder of the purchase price in the time and manner set forth in this Agreement or to perform when due any other act required by this Agreement, Seller's sole and exclusive remedy shall be to cancel this Agreement. Such cancellation to be effective immediately upon Seller giving written notice of cancellation to Buyer. Upon such cancellation, Seller shall be entitled to retain the earnest money deposit as liquidated damages and not as a penalty. The parties agree and hereby stipulate that the exact amount of damages would be extremely difficult to ascertain, and that the earnest money deposit constitutes a reasonable and fair approximation of such damages.

9.2. Buyer's Remedies. If Seller fails to perform when due any act required by this Agreement to be performed, then Buyer shall have the right to cancel this Agreement, such cancellation to be effective immediately upon Buyer giving written notice of cancellation to Seller. Upon such cancellation, Buyer shall be entitled to a return of earnest money deposit.

10. GENERAL PROVISIONS

10.1 Assignment; Binding Effect. Neither Seller nor Buyer may assign any of its rights or obligations under this Agreement without the other party's prior written consent. Subject to the foregoing, the provisions of this Agreement are binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

10.2 Attorneys' Fees. If any action is brought by either party in respect to its rights under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs as determined by the court.

10.3 Waivers. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver.

Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver. Either party may waive any provision of this Agreement intended for its benefit; provided, however, such waiver shall in no way excuse the other party from the performance of any of its other obligations under this Agreement.

10.4 Construction. This Agreement shall be construed according to Arizona law. References in this Agreement to "Articles" and "Sections" are to the Articles and Sections of this Agreement, unless otherwise noted.

10.5 Time. Time is of the essence of this Agreement.

10.6 Notices. All notices shall be in writing and shall be made by hand delivery, express delivery, overnight courier service, or by certified mail, postage prepaid, return receipt requested. Any such notice shall be deemed to be given and received and shall be effective (a) on the date on which the notice is delivered, if notice is given by hand delivery; (b) on the date of actual receipt, if the notice is sent by express delivery or overnight courier service; and (c) on the date on which it is received or rejected as reflected by a receipt if given by United States mail, addressed and sent as aforesaid.

Notices will be delivered or addressed to Seller and Buyer at the addresses set forth below:

To Seller: CITY OF WINSLOW
102 East Third Street
Winslow, Arizona 86047
ATTN: City Manager

With Copy to: Pierce Coleman PLLC
17851 North 85th Street, Suite 175
Scottsdale, Arizona 85255
ATTN: Trish Stuhan, City Attorney

To Buyer: Jerome Naleski PLLC
717 West Riordan Road
Flagstaff, Arizona 86001
ATTN: Jerome Naleski

Escrow Agent: Pioneer Title Agency
300 West Third Street
Winslow, AZ 86047
ATTN: Hannah Gonzales, Escrow Agent

10.7 Further Documentation. Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

10.8 Headings and Counterparts. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

10.9 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of this Agreement, which may remain in effect without the invalid provision or application.

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

10.11 Conflict of Interest. Seller and Buyer acknowledge that this Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statutes § 38-511.

10.12. Entire Agreement. This Agreement, which includes Exhibits 1 and 2, constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations, and understandings of the parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by Buyer and Seller.

EXECUTED as of the date written on the first page of this Agreement.

“SELLER”
CITY OF WINSLOW,
an Arizona municipal corporation

David Coolidge, City Manager

Date

ATTEST:

Suzy Wetzel, City Clerk

APPROVED AS TO FORM:

Trish Stuhan, City Attorney

“BUYER”

JAMES NALESKI PLLC,
an Arizona professional limited liability company,

By:_____

Date

Name:_____

Title:_____

:

EXHIBIT 1

[Legal Description]

Hicks Addition: E 15' Lot 19 and all of Lot 20, Block 17, records of Navajo County, Arizona.

EXHIBIT 2

[FORM OF DEED]

When Recorded Return to:

City of Winslow
Attn: Suzy Wetzel, City Clerk
102 E. Third Street
Winslow, Arizona 86047

Exempt pursuant to A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED

For the consideration of Ten Thousand Dollars (\$10,000.00), and other valuable considerations, the City of Winslow, an Arizona municipal corporation, located at 102 East Third Street, Winslow, Arizona 86047 ("Grantor"), does hereby convey to James Naleski PLLC, 717 West Riordan Road, Flagstaff, Arizona 86001 ("Grantee"), the following real property situated in the County of Navajo, State of Arizona:

Hicks Addition: E 15' Lot 19 and all of Lot 20, Block 17, records of Navajo County, Arizona.

SUBJECT TO current taxes and assessments; patent reservations; all covenants, conditions, restrictions, reservations, rights, rights-of-way, easements, obligations and liabilities and other matters of record or to which reference is made in the public record; any and all conditions, shortages in area, overlaps, conflicts in boundary lines, easements, encroachments, rights-of way, rights or claims, or restrictions not shown by the public records which would be disclosed by a physical inspection, or which an accurate survey of the Property would reveal; unpatented mining claims; and the applicable zoning and use ordinances, regulations, zoning codes and the like of any municipality, county, state, or the United States affecting the Property as same now exist and as may hereafter be established or amended.

Grantor hereby binds itself and its successors to warrant and defend title to the Property against the acts of Grantor and none other, subject to the matters set forth above.

FURTHERMORE, Grantor hereby quitclaims to Grantee, without covenant or warranty of any kind whatsoever, any rights or claims to title to water, applications for water rights, and claims to or interests in water rights which are appurtenant or in any way applicable to or derived from the Property whether surface, underground, wells, springs, percolating, flood, vested, contingent, recorded, certificated, appropriated or otherwise.

[SIGNATURES ON FOLLOWING PAGES.]

Dated this ____ day of _____, 2025.

GRANTOR:

**CITY OF WINSLOW, ARIZONA,
a municipal corporation**

By: DO NOT SIGN
David Coolidge, City Manager

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Navajo)

On this ____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared David Coolidge, City Manager of the City of Winslow, Arizona, a municipal corporation, being so authorized to execute, who executed and acknowledged the foregoing instrument for purposes therein contained and whose identity was proven to me on the basis of satisfactory evidence to be the persons who they claim to be and acknowledged that they signed the Special Warranty Deed.

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

DO NOT SIGN
Notary Public

My Commission Expires:

[ADDITIONAL SIGNATURE ON FOLLOWING PAGE.]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

ACCEPTED BY GRANTEE:
JAMES NALESKI PLLC

By DO NOT SIGN

Name: _____

Title: _____

EXHIBIT B
TO
ORDINANCE NO. 1435

LEGAL DESCRIPTION

Hicks Addn: E 15' Lot 19 & All Lot 20, Block 17, records of Navajo County, Arizona.

Mayor
Roberta W. Cano

(928) 289-2422



Council Members

Peter Cake
Samantha Crisp
James MacLean
Darcey McKee
Melcor Salazar
Daniel Tafoya

Discover Winslow-A City in Motion

AGENDA DATE: June 24, 2025
TO: Honorable Mayor and City Council
FROM: David Coolidge, City Manager
SUBJECT: City Council Special Event Funding

RECOMMENDATION

That the Mayor and City Council, by motion, approve the funding allocations for special events for Fiscal Year 2026.

DISCUSSION

Staff have provided suggestions for fiscal year 2026 funding of special events for City Council to consider. Due to budget constraints, the amount of available funding was reduced by sixty percent for the upcoming fiscal year. Utilizing the historical funding allocations for the last two years, staff narrowed the funding to consistent annual recipients. Suggestion 1 allocates funding to eight events that consistently receive funds on an annual basis and utilizes the total funding availability of \$10,000. Suggestion 2 allocates funding to the eight events at a slightly reduced rate and leaves an additional \$1,000 for discretionary event funding for the remainder of the year. The suggestions that staff have provided are simply suggestions to facilitate discussions. The final allocation is subject to City Councils discretion.

IMPACT ON BUDGET:

None. Funds already budgeted for FY26.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David Coolidge".

David Coolidge
City Manager

Reviewed By:

Finance Director
City Attorney

A handwritten signature in black ink, appearing to be a stylized set of initials.

City Council Special Events

	FY24	FY25	Suggestion 1 FY26	Suggestion 2 FY26
Annual Budget	\$ 30,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00

Event Name

Christmas Parade Traffic Control	\$ 3,200.00	\$ 3,200.00	\$ 3,250.00	\$ 3,250.00
Standin' On The Corner	\$ 3,000.00	\$ 3,000.00	\$ 1,250.00	\$ 1,000.00
Just Cruis'n Car Show	\$ 5,000.00	\$ 5,000.00	\$ 1,750.00	\$ 1,500.00
Pow Wow	\$ 3,500.00	\$ 3,500.00	\$ 1,250.00	\$ 1,000.00
Inkfest	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00
Clear Creek Cowboys	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00
Because We Care	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Firework Show	\$ 5,000.00	\$ 2,900.00	\$ 1,250.00	\$ 1,000.00
Miscellaneous	\$ 4,700.00	\$ 3,800.00	\$ -	\$ 1,000.00
LCCMC Cancer Walk	\$ 50.00	\$ 500.00		
Employee Appreciation Party	\$ 425.00	\$ 500.00		
Winslow Pride Event	\$ 1,000.00	\$ -		
Ericka Alexander Event	\$ 375.00	\$ -		
Day of the Dead Event	\$ 50.00	\$ -		
Alpine Trail	\$ 2,000.00	\$ -		
Winslow Dance Line State Rings	\$ 500.00	\$ -		
Little Colorado River Horsemen	\$ 300.00	\$ -		
Winslow Goes Bunco Event	\$ -	\$ 250.00		
Astro Pageant	\$ -	\$ 250.00		
Rotary Quiz Night	\$ -	\$ 500.00		
Route 66 Cornhole Tournament	\$ -	\$ 600.00		
Frybread Face & Me	\$ -	\$ 250.00		
Bulldog Mascot	\$ -	\$ 500.00		
Christmas Parade Council Float	\$ -	\$ 100.00		
Alice's Place Event	\$ -	\$ 350.00		

\$ 27,900.00 \$ 24,900.00 \$ 10,000.00 \$ 10,000.00