

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

https://us06web.zoom.us/j/81904797202?pwd=yt2diEZabcQRzvp5TEqgJOlz0gaocU.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: Agendas & Minutes | City Of Winslow

AGENDA NOTICE OF REGULAR MEETING OF THE WINSLOW CITY COUNCIL SEPTEMBER 23, 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, September 23, 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.

- PLEDGE OF ALLEGIANCE
- 2. INVOCATION/MOMENT OF SILENCE The Invocation may be offered by a person of any religion, faith, belief or non-belief, as well as by councilmembers or staff. Interested persons should contact the Clerk for further information.
- 3. ROLL CALL EXCUSE ABSENT MEMBERS
- 4. CALL TO THE PUBLIC (see description and limitations section below)

Those wishing to address the City Council need not request permission in advance. Public comments are limited to matters within the legal authority and jurisdiction of the City. Speakers shall state their name before speaking, and comments shall be limited to three minutes. Citizens are expected to address the Council with civility rather than personal attacks upon the Mayor & Council, staff, personnel or other persons in attendance or absent. The City Council may not address or discuss the comment other than to 1) direct the matter to staff for follow up; 2) place the matter on a future agenda for discussion; or 3) respond to criticism at the end of Call to the Public.

5. MAYOR AND COUNCILMEMBERS REPORTS

- A. Current Events and Announcements
- B. Future Agenda Items

6. SCHEDULED PRESENTATIONS AND PROCLAMATIONS

A. Proclamation – Proclaiming the Month of October as Domestic Violence Awareness Month

- B. Presentation of Audit Report for FYE 06/30/24 by City's Auditor
- C. Presentation of Employee Service Awards
- D. Quarterly Hospital Report Which May Include Update Regarding Little Colorado Medical Center Activities
- E. Presentation by Sustainability Partners Regarding Alternative Financing

7. STATUS REPORTS

- A. Verbal Status Report on Current City Activities by City Manager Which May Include the Establishment of The Arizona Energy Promise Taskforce
- 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 Work Session of September 9, 2025, City Council Regular Meeting of September 9, 2025 and City Council Executive Session of August 26, 2025 (Suzy Wetzel)
 - C. Discussion and/or Action to Approve Job Order Contract Services with McCauley Construction and Trucking LLC for the Cemetery Expansion Paving Project (Tim Westover)
 - D. Discussion and/or Action to Approve Resolution No. 1983 Authorizing the Acceptance of a Grant from the U.S. Department of Transportation Federal Aviation Administration for Airport Infrastructure Grant Project No. 3-04-0052-028-2025 (Tim Westover)
 - E. Discussion and/or Action to Approve Resolution No. 1984 Authorizing the Acceptance of a Grant from the U.S. Department of Transportation Federal Aviation Administration for Airport Improvement Program Project No. 3-04-0052-029-2025 (Tim Westover)
 - F. Discussion and/or Action to Approve Resolution No. 1985 Designating the Chief Fiscal Officer for the Purpose of Officially Submitting the Fiscal Year 2024 Expenditure Limitation Report to the Auditor General (Daniel Hendrix)
 - G. Discussion and/or Action to Approve Ordinance No. 1439 Authorizing the Sale of Certain Real Property Identified as Navajo County APN 103-36-116 to Mary Alice Hayes (David Coolidge)
 - H. Discussion and/or Action to Approve Ordinance No. 1440 Repealing Ordinance No. 1437 Related to the Sale of Real Property to Thomas Joseph Curtis and Authorizing the Sale of Certain Real Property Identified as Navajo County APN 103-36-044 to Ronald E. Lucero and Sylvy Galvan de Lucero (David Coolidge)

9. COUNCIL CONSIDERATION AND POSSIBLE ACTION

A. Discussion and/or Direction Regarding City Logo

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.

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roclamation

A PROCLAMATION OF THE MAYOR AND COUNCIL OF THE CITY OF WINSLOW, ARIZONA, PROCLAIMING THE MONTH OF OCTOBER AS DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, millions of American face physical and emotional abuse at the hand of their significant other each year; and

WHEREAS, domestic violence is defined as abusive behavior in a personal relationship and one in four women and one in seven men experience severe violence at the hands of an intimate partner during their lifetime; and

WHEREAS, domestic violence can affect anyone regardless of their age, race, gender or socioeconomic status, leaving an impact on thousands of individuals and families across Arizona; and

WHEREAS, domestic violence incidents are some of the most complex and dangerous incidents that law enforcement respond to, putting their lives at risk every day in the belief that a coordinated community response is necessary to support survivors, hold offenders accountable and work toward ending the cycle of violence; and

WHEREAS, organizations across Arizona are working to end domestic violence and provide the support survivors need to find their voice while law enforcement remains committed to ensuring justice is served to individuals who harm those who trust them; and

WHEREAS, Domestic Violence Awareness Month provides an excellent platform to show support for the domestic violence advocates, crisis hotline staff, victim service organization, law enforcement officers in our community and the prosecutors who hold offenders accountable and provides the community the opportunity to learn more about preventing domestic violence and show support for the numerous organizations and individuals who provide critical advocacy, resources, hope and assistance to victims.

NOW, THEREFORE, be it resolved, that the Mayor & City Council do hereby proclaim the month of October 2025 as Domestic Violence Awareness Month and join others across Arizona and the Nation in supporting victims of domestic violence.

DATED this 23rd day of September, 2025.

Mayor	r	

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:

23 September, 2025

RE:

Financial Report-Through 31 August, 2025

Honorable Mayor and City Council members: The finances for the City of Winslow, Arizona for the month of August, 2025 are as follows: As of August 31, 2025 16.67% of the fiscal year has passed.

CITYWIDE:

Citywide revenues for the month of August, 2025 were \$1,622,929, bringing the City's total fiscal year-to-date (YTD) revenues to \$3,992,208. Citywide expenditures for the month of August, 2025 were \$1,886,265, bringing the City's total fiscal year-to-date expenditures to \$4,637,715.

GENERAL FUND:

General Fund revenues for the month totaled \$646,468 bringing the YTD total to \$1,928,266 or 17% of budgeted revenues. General Fund expenditures for the month totaled \$1,115,601 bringing the YTD total to\$1,998,669 or 18% of budgeted expenditures.

HURF

HURF revenues for the month totaled \$142,458, bringing the YTD total to \$308,273, or 20% of budgeted revenues. HURF expenditures for the month totaled \$109,144 bringing the YTD total to \$236,565, or 15% of budgeted expenditures.

ENTERPRISE FUNDS

WATER

Water revenues for the month totaled \$233,835, bringing the YTD total to \$508,379, or 10% of budgeted revenues. Water expenditures for the month were \$185,506 bringing the YTD total to \$488,460 or 8% of budget expenditures.

SANITATION

Sanitation revenues for the month totaled \$94,824, bringing the YTD total to \$191,311 or 16% of budget revenues. Sanitation expenditures for the month totaled \$106,161 bringing the YTD total to \$135,811, or 11% of budgeted expenditures.

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WASTEWATER

Wastewater revenues for the month totaled \$188,779 bringing the YTD total to \$412,412 for YTD or 15% of budgeted revenues. Wastewater expenditures for the month totaled \$237,994 bringing the YTD total to \$519,221 or 19% of budgeted expenditures.

Income and expenditures are within expected variances for all funds.

As of August 31, 2025 Total cash and investments were \$13,843,962.89.

The August 31 water bill that just went out included some bills for homes where the meter ran backwards. This error was not caught because we had no utility billing clerk at the time. The error has been corrected. We have a new utility billing clerk and are taking steps to ensure that water billing is as error free as we can make it in the future.

Daniel Hendrix

Finance Director

CITY OF WINSLOW Operational Budget Report

01 General Fund - 07/01/2025 to 08/31/2025

Change in Net Position Revenue:
Taxes \$ 520,448.37 \$ 409,767.11 \$ 705,793.03 \$ 5,440,966.00 \$ 4,735,172.97 12.97% Licenses and permits \$ 6,270.04 \$ 11,360.62 \$ 16,190.01 \$ 204,000.00 \$ 187,809.99 7.94% 11,650.62 \$ 16,190.01 \$ 2,04,000.00 \$ 187,809.99 7.94% 11,650.00 \$ 36,272.71 \$ 1,137,263.08 \$ 3,774,734.00 \$ 2,637,470.92 30.13% 12.97% 12.9
Licenses and permits
Intergovernmental revenue
Charges for services \$ 70,912.13 \$ (229,516.98) \$ (179,752.70) \$ 357,500.00 \$ 537,252.70 \$ -50.28% Fines and forfeitures \$ 4,434.382 \$ 1,500.00 \$ 2,578.34 \$ 40,000.00 \$ 37,421.66 6.45% Interest \$ 57,700.47 \$ 16,485.20 \$ 37,581.12 \$ 200,000.00 \$ 162,418.88 18.79% Miscellaneous revenue \$ 9,588.60 \$ 16,800.80 \$ 41,015.01 \$ 177,500.00 \$ 136,484.99 23.11% Contributions and transfers \$ 1,792,302.71 \$ 83,799.00 \$ 167,598.00 \$ 1,005,586.00 \$ 837,988.00 16.67% Total Revenue: \$ 3,048,348.90 \$ 646,468.46 \$ 1,928,265.89 \$ 11,200,286.00 \$ 9,272,020.11 17.22%
Fines and forfeitures
Interest
Miscellaneous revenue \$ 9,588.60 \$ 16,800.80 \$ 41,015.01 \$ 177,500.00 \$ 136,484.99 23.11% Contributions and transfers \$ 1,792,302.71 \$ 83,799.00 \$ 167,598.00 \$ 1,005,586.00 \$ 837,988.00 16.67% Total Revenue: \$ 3,048,348.90 \$ 646,468.46 \$ 1,928,265.89 \$ 11,200,286.00 \$ 9,272,020.11 17.22% Expenditures: General government Mayor and Council \$ 38,848.64 \$ 15,115.03 \$ 36,176.14 \$ 122,000.00 \$ 85,823.86 29.65% Court \$ 77,520.86 \$ 77,901.13 \$ 80,002.63 \$ 131,100.00 \$ 51,097.37 61.02% City Manager's Office \$ 48,178.98 \$ 26,538.18 \$ 50,550.25 \$ 306,700.00 \$ 256,149.75 16.48% City Clerk \$ 27,940.88 \$ 11,221.79 \$ 22,110.67 \$ 172,600.00 \$ 150,489.33 12.81% Attorney \$ 16,447.00 \$ 15,484.50 \$ 29,984.60 \$ 175,500.00 \$ 145,515.40 17.09% Finance \$ 53,503.37 \$ 26,493.20 \$ 64,633.38 \$ 330,700.00 \$ 266,066.62 19.54% Administrative Services \$ 67,194.08 \$ 28,280.28 \$ 41,734.25 \$ 172,300.00 \$ 130,585.75 24.22% Non-Departmental \$ 146,324.04 \$ 120,615.80 \$ 136,422.41 \$ 992,500.00 \$ 366,077.59 13.75% Total General government \$ 517,500.68 \$ 345,559.15 \$ 507,078.19 \$ 2,755,700.00 \$ 366,077.59 13.75% Total General government \$ 23,061.95 \$ 11,711.50 \$ 173,320.69 \$ 1,150,800.00 \$.977,479.31 15.06% Sworn Officers \$ 768,809.15 \$ 349,628.74 \$ 616,760.71 \$ 3,732,300.00 \$ 3,115,539.29 16.52% Code Enforcement \$ 23,061.95 \$ 11,711.50 \$ 17,925.32 \$ 132,600.00 \$ 114,674.68 13.52% Animal Control \$ 55,843.42 \$ 36,903.03 \$ 60,419.67 \$ 309,700.00 \$ 249,280.33 19.51% Animal Control \$ 5276.40 \$ -
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Attorney \$ 16,447.00 \$ 15,484.50 \$ 29,984.60 \$ 175,500.00 \$ 145,515.40 17.09% Finance \$ 53,503.37 \$ 26,493.20 \$ 64,633.38 \$ 330,700.00 \$ 266,066.62 19.54% Administrative Services \$ 67,194.08 \$ 28,260.28 \$ 41,734.25 \$ 172,300.00 \$ 130,565.75 24.22% Facilities \$ 41,542.83 \$ 23,929.24 \$ 45,463.86 \$ 352,300.00 \$ 306,836.14 12.90% Non-Departmental \$ 146,324.04 \$ 120,615.80 \$ 136,422.41 \$ 992,500.00 \$ 856,077.59 13.75% Total General government \$ 517,500.68 \$ 345,559.15 \$ 507,078.19 \$ 2,755,700.00 \$ 2,248,621.81 18.40% Public safety Police Civilian \$ 189,012.43 \$ 89,598.70 \$ 173,320.69 \$ 1,150,800.00 \$ 977,479.31 15.06% Sworn Officers \$ 768,809.15 \$ 349,628.74 \$ 616,760.71 \$ 3,732,300.00 \$ 3,115,539.29 16.52% Code Enforcement \$ 23,061.95 \$ 11,711.50 \$ 17,925.32 \$ 132,600.00 \$ 114,674.68 13.52% Animal Control \$ 55,843.42 \$ 36,903.03 \$ 60,419.67 \$ 309,700.00 \$ 249,280.33 19.51% 207 \$ 276.40 \$ - \$ - \$ - \$ - \$ - \$ 0.00% Total Police \$ 1,037,003.35 \$ 487,841.97 \$ 868,426.39 \$ 5,325,400.00 \$ 4,456,973.61 16.31%
Finance \$ 53,503.37 \$ 26,493.20 \$ 64,633.38 \$ 330,700.00 \$ 266,066.62 19.54% Administrative Services \$ 67,194.08 \$ 28,260.28 \$ 41,734.25 \$ 172,300.00 \$ 130,565.75 24.22% Facilities \$ 41,542.83 \$ 23,929.24 \$ 45,463.86 \$ 352,300.00 \$ 306,836.14 12.90% Non-Departmental \$ 146,324.04 \$ 120,615.80 \$ 136,422.41 \$ 992,500.00 \$ 856,077.59 13.75% Total General government \$ 517,500.68 \$ 345,559.15 \$ 507,078.19 \$ 2,755,700.00 \$ 2,248,621.81 18.40% Public safety Police Civilian \$ 189,012.43 \$ 89,598.70 \$ 173,320.69 \$ 1,150,800.00 \$ 977,479.31 15.06% Sworn Officers \$ 768,809.15 \$ 349,628.74 \$ 616,760.71 \$ 3,732,300.00 \$ 3,115,539.29 16.52% Code Enforcement \$ 23,061.95 \$ 11,711.50 \$ 17,925.32 \$ 132,600.00 \$ 114,674.68 13.52% Animal Control \$ 55,843.42 \$ 36,903.03 \$ 60,419.67 \$ 309,700.00 \$ 249,280.33 19.51% 207 \$ 276.40 \$ - \$ - \$ - \$ - \$ - \$ 0.00% Total Police \$ 1,037,003.35 \$ 487,841.97 \$ 868,426.39 \$ 5,325,400.00 \$ 4,456,973.61 16.31%
Administrative Services \$ 67,194.08 \$ 28,260.28 \$ 41,734.25 \$ 172,300.00 \$ 130,565.75 24.22% Facilities \$ 41,542.83 \$ 23,929.24 \$ 45,463.86 \$ 352,300.00 \$ 306,836.14 12.90% Non-Departmental \$ 146,324.04 \$ 120,615.80 \$ 136,422.41 \$ 992,500.00 \$ 856,077.59 13.75% Total General government \$ 517,500.68 \$ 345,559.15 \$ 507,078.19 \$ 2,755,700.00 \$ 2,248,621.81 18.40% Public safety Police Civilian \$ 189,012.43 \$ 89,598.70 \$ 173,320.69 \$ 1,150,800.00 \$ 977,479.31 15.06% Sworn Officers \$ 768,809.15 \$ 349,628.74 \$ 616,760.71 \$ 3,732,300.00 \$ 3,115,539.29 16.52% Code Enforcement \$ 23,061.95 \$ 11,711.50 \$ 17,925.32 \$ 132,600.00 \$ 114,674.68 13.52% Animal Control \$ 55,843.42 \$ 36,903.03 \$ 60,419.67 \$ 309,700.00 \$ 249,280.33 19.51% 207 \$ 276.40 \$ - \$ - \$ - \$ - \$ - \$ - \$ 0.00% Total Police \$ 1,037,003.35 \$ 487,841.97 \$ 868,426.39 \$ 5,325,400.00 \$ 4,456,973.61 16.31%
Facilities \$ 41,542.83 \$ 23,929.24 \$ 45,463.86 \$ 352,300.00 \$ 306,836.14 12.90% Non-Departmental \$ 146,324.04 \$ 120,615.80 \$ 136,422.41 \$ 992,500.00 \$ 856,077.59 13.75% Total General government \$ 517,500.68 \$ 345,559.15 \$ 507,078.19 \$ 2,755,700.00 \$ 2,248,621.81 18.40% Public safety Police Civilian \$ 189,012.43 \$ 89,598.70 \$ 173,320.69 \$ 1,150,800.00 \$ 977,479.31 15.06% Sworn Officers \$ 768,809.15 \$ 349,628.74 \$ 616,760.71 \$ 3,732,300.00 \$ 3,115,539.29 16.52% Code Enforcement \$ 23,061.95 \$ 11,711.50 \$ 17,925.32 \$ 132,600.00 \$ 114,674.68 13.52% Animal Control \$ 55,843.42 \$ 36,903.03 \$ 60,419.67 \$ 309,700.00 \$ 249,280.33 19.51% 207 \$ 276.40 \$ - \$ - \$ - \$ - \$ - \$ 0.00% Total Police \$ 1,037,003.35 \$ 487,841.97 \$ 868,426.39 \$ 5,325,400.00 \$ 4,456,973.61 16.31%
Non-Departmental \$ 146,324.04 \$ 120,615.80 \$ 136,422.41 \$ 992,500.00 \$ 856,077.59 13.75% Total General government \$ 517,500.68 \$ 345,559.15 \$ 507,078.19 \$ 2,755,700.00 \$ 2,248,621.81 18.40% Public safety Police Civilian \$ 189,012.43 \$ 89,598.70 \$ 173,320.69 \$ 1,150,800.00 \$ 977,479.31 15.06% Sworn Officers \$ 768,809.15 \$ 349,628.74 \$ 616,760.71 \$ 3,732,300.00 \$ 3,115,539.29 16.52% Code Enforcement \$ 23,061.95 \$ 11,711.50 \$ 17,925.32 \$ 132,600.00 \$ 114,674.68 13.52% Animal Control \$ 55,843.42 \$ 36,903.03 \$ 60,419.67 \$ 309,700.00 \$ 249,280.33 19.51% Total Police \$ 1,037,003.35 \$ 487,841.97 \$ 868,426.39 \$ 5,325,400.00 \$ 4,456,973.61 16.31%
Total General government \$ 517,500.68 \$ 345,559.15 \$ 507,078.19 \$ 2,755,700.00 \$ 2,248,621.81 18.40% Public safety Police Civilian \$ 189,012.43 \$ 89,598.70 \$ 173,320.69 \$ 1,150,800.00 \$ 977,479.31 15.06% Sworn Officers \$ 768,809.15 \$ 349,628.74 \$ 616,760.71 \$ 3,732,300.00 \$ 3,115,539.29 16.52% Code Enforcement \$ 23,061.95 \$ 11,711.50 \$ 17,925.32 \$ 132,600.00 \$ 114,674.68 13.52% Animal Control \$ 55,843.42 \$ 36,903.03 \$ 60,419.67 \$ 309,700.00 \$ 249,280.33 19.51% Total Police \$ 1,037,003.35 \$ 487,841.97 \$ 868,426.39 \$ 5,325,400.00 \$ 4,456,973.61 16.31%
Police Civilian \$ 189,012.43 \$ 89,598.70 \$ 173,320.69 \$ 1,150,800.00 \$ 977,479.31 15.06% Sworn Officers \$ 768,809.15 \$ 349,628.74 \$ 616,760.71 \$ 3,732,300.00 \$ 3,115,539.29 16.52% Code Enforcement \$ 23,061.95 \$ 11,711.50 \$ 17,925.32 \$ 132,600.00 \$ 114,674.68 13.52% Animal Control \$ 55,843.42 \$ 36,903.03 \$ 60,419.67 \$ 309,700.00 \$ 249,280.33 19.51% 207 \$ 276.40 \$ - \$ - \$ - \$ - \$ - 0.00% Total Police \$ 1,037,003.35 \$ 487,841.97 \$ 868,426.39 \$ 5,325,400.00 \$ 4,456,973.61 16.31%
Police Civilian \$ 189,012.43 \$ 89,598.70 \$ 173,320.69 \$ 1,150,800.00 \$ 977,479.31 15.06% Sworn Officers \$ 768,809.15 \$ 349,628.74 \$ 616,760.71 \$ 3,732,300.00 \$ 3,115,539.29 16.52% Code Enforcement \$ 23,061.95 \$ 11,711.50 \$ 17,925.32 \$ 132,600.00 \$ 114,674.68 13.52% Animal Control \$ 55,843.42 \$ 36,903.03 \$ 60,419.67 \$ 309,700.00 \$ 249,280.33 19.51% 207 \$ 276.40 \$ - \$ - \$ - \$ - \$ - 0.00% Total Police \$ 1,037,003.35 \$ 487,841.97 \$ 868,426.39 \$ 5,325,400.00 \$ 4,456,973.61 16.31%
Civilian \$ 189,012.43 \$ 89,598.70 \$ 173,320.69 \$ 1,150,800.00 \$ 977,479.31 15.06% Sworn Officers \$ 768,809.15 \$ 349,628.74 \$ 616,760.71 \$ 3,732,300.00 \$ 3,115,539.29 16.52% Code Enforcement \$ 23,061.95 \$ 11,711.50 \$ 17,925.32 \$ 132,600.00 \$ 114,674.68 13.52% Animal Control \$ 55,843.42 \$ 36,903.03 \$ 60,419.67 \$ 309,700.00 \$ 249,280.33 19.51% 207 \$ 276.40 \$ - \$ - \$ 5,325,400.00 \$ 4,456,973.61 16.31% Total Police \$ 1,037,003.35 \$ 487,841.97 \$ 868,426.39 \$ 5,325,400.00 \$ 4,456,973.61 16.31%
Sworn Officers \$ 768,809.15 \$ 349,628.74 \$ 616,760.71 \$ 3,732,300.00 \$ 3,115,539.29 16.52% Code Enforcement \$ 23,061.95 \$ 11,711.50 \$ 17,925.32 \$ 132,600.00 \$ 114,674.68 13.52% Animal Control \$ 55,843.42 \$ 36,903.03 \$ 60,419.67 \$ 309,700.00 \$ 249,280.33 19.51% 207 \$ 276.40 \$ - \$ - \$ - \$ - \$ 0.00% Total Police \$ 1,037,003.35 \$ 487,841.97 \$ 868,426.39 \$ 5,325,400.00 \$ 4,456,973.61 16.31%
Code Enforcement \$ 23,061.95 \$ 11,711.50 \$ 17,925.32 \$ 132,600.00 \$ 114,674.68 13.52% Animal Control \$ 55,843.42 \$ 36,903.03 \$ 60,419.67 \$ 309,700.00 \$ 249,280.33 19.51% 207 \$ 276.40 \$ - \$ - \$ - \$ - 0.00% Total Police \$ 1,037,003.35 \$ 487,841.97 \$ 868,426.39 \$ 5,325,400.00 \$ 4,456,973.61 16.31%
Animal Control \$ 55,843.42 \$ 36,903.03 \$ 60,419.67 \$ 309,700.00 \$ 249,280.33 19.51% 207 \$ 276.40 \$ - \$ - \$ - \$ - \$ 0.00% Total Police \$ 1,037,003.35 \$ 487,841.97 \$ 868,426.39 \$ 5,325,400.00 \$ 4,456,973.61 16.31%
Total Police 207 \$ 276.40 \$ - \$ - \$ - \$ - 0.00% **Notal Police \$ 1,037,003.35 \$ 487,841.97 \$ 868,426.39 \$ 5,325,400.00 \$ 4,456,973.61 16.31%
Total Police \$ 1,037,003.35 \$ 487,841.97 \$ 868,426.39 \$ 5,325,400.00 \$ 4,456,973.61 16.31%
Fire \$ 280,604.11 \$ 120,197.09 \$ 266,128.74 \$ 1,258,600.00 \$ 992,471.26 21.14%
Total Public safety \$ 1,317,607.46 \$ 608,039.06 \$ 1,134,555.13 \$ 6,584,000.00 \$ 5,449,444.87 17.23%
Parks, recreation, and public property
Library \$ 53,207.58 \$ 22,349.85 \$ 49,041.94 \$ 351,800.00 \$ 302,758.06 13.94%
Recreation
Recreation \$ 18,770.54 \$ 8,335.64 \$ 18,888.15 \$ 178,500.00 \$ 159,611.85 10.58%
Pools/Aquatics \$ 50,723.21 \$ 21,824.61 \$ 57,397.96 \$ 193,400.00 \$ 136,002.04 29.68%
Swim Lessons \$ 54.80 \$ - \$ 150.76 \$ 500.00 \$ 349.24 30.15%
Swim Team \$ 1,164.06 \$ 128.01 \$ 128.01 \$ 400.00 \$ 271.99 32.00%
Water Aerobics \$ 658.50 \$ 267.32 \$ 571.73 \$ 800.00 \$ 228.27 71.47%
Men's Basketball \$ 232.97 \$ - \$ 273.45 \$ 600.00 \$ 326.55 45.58%
Co-ed Softball \$ 9,141.89 \$ 4,411.88 \$ 10,360.20 \$ 2,500.00 \$ (7,860.20) 414.41%
Co-ed Volleyball \$ 1,383.58 \$ 116.40 \$ 385.34 \$ 600.00 \$ 214.66 64.22%
Youth Basketball \$ - \$ - \$ - \$ 5,800.00 \$ 5,800.00 0.00%
Everyone Can Dance \$ - \$ 16.71 \$ 16.71 \$ - \$ (16.71) 0.00%

Total Recreation	\$	82,129.55	\$ 35,100.57	\$ 88,172.31	\$ 383,100.00	\$ 294,927.69	23.02%
Parks	\$	116,337.62	\$ 59,418.04	\$ 119,133.72	\$ 660,800.00	\$ 541,666.28	18.03%
Total Parks, recreation, and put	\$	251,674.75	\$ 116,868.46	\$ 256,347.97	\$ 1,395,700.00	\$ 1,139,352.03	18.37%
Community and economic deve	loj	oment					
Community Deveptopment	\$	51,365.72	\$ 25,488.93	\$ 58,970.43	\$ 319,300.00	\$ 260,329.57	18.47%
Economic Development	\$	49,007.44	\$ 19,645.38	\$ 41,717.40	\$ 337,300.00	\$ 295,582.60	12.37%
Total Community and economic	\$	100,373.16	\$ 45,134.31	\$ 100,687.83	\$ 656,600.00	\$ 555,912.17	15.33%
Total Expenditures:	\$	2,187,156.05	\$ 1,115,600.98	\$ 1,998,669.12	\$ 11,392,000.00	\$ 9,393,330.88	17.54%
Total Change In Net Position	\$	861,192.85	\$ (469,132.52)	\$ (70,403.23)	\$ (191,714.00)	\$ (121,310.77)	36.72%

03 Water Fund - 07/01/2025 to 08/31/2025

	Pri	or YTD	Cu	rrent Month	Cı	Irrent YTD	Ar	nnual Budget	Une	earned/ Unexpen: %	Earned/ Used
Income or Expense Income From Operations:											
Operating income	\$	484,956.14	\$	233,834.72	\$	508,379.06	\$	5,074,500.00	\$	4,566,120.94	10.02%
Operating expense	\$	492,582.55	\$	185,506.38	\$	488,459.61	\$	5,795,336.00	\$	5,306,876.39	8.43%
Total Income From Operations:	\$	(7,626.41)	\$	48,328.34	\$	19,919.45	\$	(720,836.00)	\$	(740,755.45)	
Total Income or Expense	\$	(7,626.41)	\$	48,328.34	\$	19,919.45	\$	(720,836.00)	\$	(740,755.45)	

04 Sanitation Fund - 07/01/2025 to 08/31/2025

	Pri	or YTD	Cu	rrent Month	Ct	urrent YTD	Αı	nnual Budget	Une	earned/ Unexpen: %	Earned/ Used
Income or Expense Income From Operations:											
Operating income	\$	190,131.36	\$	94,823.85	\$	191,310.81	\$	1,215,000.00	\$	1,023,689.19	15.75%
Operating expense	\$	205,356.05	\$	104,161.28	\$	135,811.35	\$	1,206,813.00	\$	1,071,001.65	11.25%
Total Income From Operations:	\$	(15,224.69)	\$	(9,337.43)	\$	55,499.46	\$	8,187.00	\$	(47,312.46)	677.90%
Total Income or Expense	\$	(15,224.69)	\$	(9,337.43)	\$	55,499.46	\$	8,187.00	\$	(47,312.46)	677.90%

05 Wastewater Fund - 07/01/2025 to 08/31/2025

	Pri	ior YTD	Cu	rrent Month	C	urrent YTD	Ar	ınual Budget	Une	arned/ Unexpen: %	Earned/ Used
Income or Expense											
Income From Operations:											
Operating income	\$	390,184.91	\$	188,778.89	\$	412,412.30	\$	2,791,000.00	\$	2,378,587.70	14.78%
Operating expense	\$	891,179.24	\$	237,994.21	\$	519,221.05	\$	2,789,823.00	\$	2,270,601.95	18.61%
Total Income From Operations:	\$	(500,994.33)	\$	(49,215.32)	\$	(106,808.75)	\$	1,177.00	\$	107,985.75	-9074.66%

07 Highway User Rev Fund (HURF) - 07/01/2025 to 08/31/2025

	Pric	or YTD	Cu	rrent Month	Cu	rrent YTD	Ar	nual Budget	Und	earned/ Unexpen: %	Earned/ Used
Change In Net Position											
Revenue:											
Intergovernmental revenue	\$	138,757.99	\$	142,458.11	\$	308,272.67	\$	1,572,272.00	\$	1,263,999.33	19.61%
Interest	\$	715.50	\$	-	\$	-	\$	3,000.00	\$	3,000.00	0.00%
Total Revenue:	\$	139,473.49	\$	142,458.11	\$	308,272.67	\$	1,575,272.00	\$	1,266,999.33	19.57%
Expenditures:											
Highways and public improvement	ents										
Highways	\$	235,109.31	\$	109,143.75	\$	236,564.76	\$	1,569,515.00	\$	1,332,950.24	15.07%
Total Highways and public impr	\$	235,109.31	\$	109,143.75	\$	236,564.76	\$	1,569,515.00	\$	1,332,950.24	15.07%
Total Expenditures:	\$	235,109.31	\$	109,143.75	\$	236,564.76	\$	1,569,515.00	\$	1,332,950.24	15.07%
Total Change In Net Position	\$	(95,635.82)	\$	33,314.36	\$	71,707.91	\$	5,757.00	\$	(65,950.91)	1245.58%

13 Capital Projects Fund - 07/01/2025 to 08/31/2025

	Pri	or YTD	Cu	rrent Month	C	urrent YTD	Ar	nual Budget	Un	earned/ Unexpen: %	Earned/ Used
Change In Net Position								_		·	
Revenue:											
Taxes	\$	505,904.17	\$	274,771.10	\$	549,344.23	\$	3,095,000.00	\$	2,545,655.77	17.75%
Interest	\$	845.38	\$	•	\$	-	\$	5,000.00	\$	5,000.00	0.00%
Miscellaneous revenue	\$	-	\$	-	\$	(10,000.00)	\$	260,500.00	\$	270,500.00	-3.84%
Total Revenue:	\$	506,749.55	\$	274,771.10	\$	539,344.23	\$	3,360,500.00	\$	2,821,155.77	16.05%
Expenditures:											
Capital Projects	\$	1,246,709.26	\$	(27,969.35)	\$	972,227.75	\$	3,479,100.00	\$	2,506,872.25	27.94%
Total Expenditures:	\$	1,246,709.26	\$	(27,969.35)	\$	972,227.75	\$	3,479,100.00	\$	2,506,872.25	27.94%
Total Change In Net Position	\$	(739,959.71)	\$	302,740.45	\$	(432,883.52)	\$	(118,600.00)	\$	314,283.52	364.99%

21 Grants Fund - 07/01/2025 to 08/31/2025

	Pric	or YTD	Cur	rent Month	Cu	rrent YTD	Anı	nual Budget	Une	arned/ Unexpend	% Earı	ned/ Used
Change In Net Position												
Revenue:										•		
Intergovernmental revenue	\$	49,435.46	\$	37,087.03	\$	75,905.83	\$	471,300.00	\$	395,394.17		16.11%
Miscellaneous revenue	\$	7,331.83	\$	2,170.75	\$	6,652.59	\$	15,000.00	\$	8,347.41		44.35%

Contributions and transfers Total Revenue:	\$ \$	- 56,767.29	\$ \$	- 39,257.78	\$ \$	- 82,558.42	\$ \$	150,600.00 636,900.00	\$ \$	150,600.00 554,341.58	0.00% 12.96%	
Expenditures:												
Community and economic deve			_						_			
Economic Development	\$	24,900.86	\$	8,897.60	\$	17,343.32	\$	112,300.00	\$	94,956.68	15.44%	
Total Community and economic	\$	24,900.86	\$	8,897.60	\$	17,343.32	\$	112,300.00	\$	94,956.68	15.44%	
Transit Grant	\$	26,724.05	\$	14,993.30	\$	28,967.75	\$	181,000.00	\$	152,032.25	16.00%	
Police Grants												
Vehicle Impound	\$	-	\$	-	\$	-	\$	25,000.00	\$	25,000.00	0.00%	
MCAT	\$	24,056.50	\$	14,335.58	\$	27,472.45	\$	134,300.00	\$	106,827.55	20.46%	
GOHS DUI	\$	-	\$	-	\$	-	\$	25,200.00	\$	25,200.00	0.00%	
GOHS STEP	\$	-	\$	-	\$	-	\$	15,100.00	\$	15,100.00	0.00%	
SRO	\$	21,736.89	\$	11,013.34	\$	21,312.46	\$	122,700.00	\$	101,387.54	17.37%	
Total Police Grants	\$	45,793.39	\$	25,348.92	\$	48,784.91	\$	322,300.00	\$	273,515.09	15.14%	
American Rescue Plan	\$	37,149.05	\$	_	\$	_	\$		\$	_	0.00%	
	•	•			•	-		045 000 00		500 504 00		
Total Expenditures:	\$	134,567.35	\$	49,239.82	\$	95,095.98	\$	615,600.00	\$	520,504.02	15.45%	
Total Change In Net Position	\$	(77,800.06)	\$	(9,982.04)	\$	(12,537.56)	\$	21,300.00	\$	33,837.56	-58.86%	

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Payee Name	Reference Number	Involce Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
AETNA LIFE INSURANCE COMPAN AETNA LIFE INSURANCE COMPAN AETNA LIFE INSURANCE COMPAN	ACH ACH ACH	286934 286934 286934	09/02/2025 09/02/2025 09/02/2025	09/02/2025 09/02/2025 09/02/2025	1,241.20 1,456.16		0107073 - Payroli - Elective Benefits 0107073 - Payroli - Elective Benefits 0107073 - Payroli - Elective Benefits	
					\$3,676.74 \$3,676.74			
AFLAC	110447	149587	09/02/2025	09/05/2025	·	HR/EMP DED 08/25/25	0107073 - Payroli - Elective Benefits	
				•	\$1,065.10			
ALL COPY PRODUCTS INC	110448	AR4925978	09/02/2025	09/05/2025	154.55	CONTRACT BASE RATE - KONICA MINOLTA 09/2	01850.034.23.2082 - Annual Support/W	
ALL COPY PRODUCTS INC ALL COPY PRODUCTS INC ALL COPY PRODUCTS INC	110475 110475 110475	AR4920972 AR4932566 AR4933067	09/10/2025 09/10/2025 09/10/2025	09/11/2025 09/11/2025 09/11/2025	1,721.75 155.85 159.20 \$2,036.80		01819.001.23.2082 - Annual Support/W 01819.001.23.2082 - Annual Support/W 01819.001.23.2082 - Annual Support/W	
				•	\$2,191.35			
AQUATIC ENVIRONMENTAL SYST	110476	279383	09/10/2025	09/11/2025	2,398.39	OUTDOOR POOL REPLACEMENT PUMP	01825.040.20.2041 - General Repairs	
				•	\$2,398.39			
ARIZONA STATE RETIREMENT SY ARIZONA STATE RETIREMENT SY ARIZONA STATE RETIREMENT SY ARIZONA STATE RETIREMENT SY	ACH ACH ACH ACH	PR090725-221 PR090725-221 PR090725-221 PR090725-221	09/11/2025 09/11/2025 09/11/2025 09/11/2025	09/11/2025 09/11/2025 09/11/2025 09/11/2025	510.62 2,536.04	Arizona State Retirement Misc Arizona State Retirement LTD Arizona State Retirement OT Arizona State Retirement	0107065 - Payroll - AZ State Retiremen 0107065 - Payroll - AZ State Retiremen 0107065 - Payroll - AZ State Retiremen 0107065 - Payroll - AZ State Retiremen	
				•	\$43,772.52			
ARROWHEAD ENVIRONMENTAL,	110449	14561	09/02/2025	09/05/2025	6,340.00	DREDGING 08/25/25 - 08/28/25	03922.006.20.2039 - other prof.service	
ARROWHEAD ENVIRONMENTAL,	110477	14569	09/10/2025	09/11/2025	4,755.00	DREDGING 09/02/25 - 09/04/25	03922.006.20.2039 - other prof.service	
•				•	\$11,095.00			
AT&T MOBILITY	110478	DNZ082025	09/10/2025	09/11/2025	1,599.41	CITY OF WINSLOW- FNE1 ACCOUNT	01888.044.21.2060 - Phone/Internet	
				•	\$1,599.41			
AZ Department of Environmental Qu	110479	0000432587X	09/10/2025	09/11/2025	954.00	WWTP WATER QUALITY - 08/31/25	05929.001.29.2907 - adeq fees	
				•	\$954.00			
AZ DEPARTMENT OF REVENUE	ACH	PR090725-5765	09/11/2025	09/11/2025	6,570.18 \$6,570.18	State Income Tax	0107061 - Payroll - State Withholding	
AZ DEPT. OF ECONOMIC SECURI	ACH	PR090725-21	09/11/2025	09/11/2025		Child Support AZ1	0107025 - Payable - ChildSupport/Garn	
					\$504.34			
AZ MUNICIPAL RISK RETENTION	110450	2184	09/02/2025	09/05/2025		DEDUCTIBLE CLAIM 458177	01888.001.27.2241 - property,auto, liab	
					\$1,000.00			
AZ PUBLIC SERVICE	ACH ACH ACH ACH ACH ACH ACH ACH	2109836533-08.2 8313390000-08.1 8313390000-08.1 8313390000-08.1 8313390000-08.1 8313390000-08.1 8313390000-08.1 8313390000-08.1	09/09/2025 09/04/2025 09/04/2025 09/04/2025 09/04/2025 09/04/2025 09/04/2025 09/04/2025	09/09/2025 09/04/2025 09/04/2025 09/04/2025 09/04/2025 09/04/2025 09/04/2025 09/04/2025	87.56 456.49 524.53 750.77 2,262.72 2,396.35 18,232.01	1504 CENTRAL ST 07/22/25 - 08/21/25 CITY WIDE/ELECTRICITY 08/18/25	01888.001.21.2050 - utilities 04921.001.21.2050 - utilities 08818.001.21.2050 - utilities 21835.401.21.2050 - utilities 02900.001.21.2050 - utilities 12940.065.21.2050 - utilities 07871.055.21.2050 - utilities 03922.001.21.2050 - utilities 01888.001.21.2050 - utilities	



Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activ Cod
AZ PUBLIC SERVICE	ACH	8313390000-08.1	09/04/2025	09/04/2025	21,001.65 \$65,408.67	CITY WIDE/ELECTRICITY 08/18/25	05929.001.21.2050 - utilities	
				_	\$65,408.67			
Z STATE PRISON-WINSLOW	110451	W015549250829	09/02/2025	09/05/2025	58.50	INMATE LABOR 08/09/25-08/22/25	01825.001.20.2040 - non-professional	
				-	\$58.50			
BARTON ARCHITECTURE, PLLC	110480	083125	09/10/2025	09/11/2025	147.00	PRINT SERVICES - CEMETERY	01825.032.50.3299 - other supplies	
				-		THE SECTION SERVICES	O TOZO: OOZ.OO: OZOO - OUTER Supplies	
BELONE, APRIL	140450	000005	00/00/000	00/05/0005	\$147.00			
BELONE, APRIL	110452	090325	09/02/2025	09/05/2025	50.00	GSH DEPOSIT REFUND 08/29/25	0107040 - Deposits	
					\$50.00			
BOUND TREE MEDICAL, LLC	110481	85842055	09/10/2025	09/11/2025	623.42	PPE FIRE DEPT	01860.001.50.3084 - uniforms & related	
				-	\$623.42			
BUDGET LIBRARY SUPPLIES	110453	21359	09/02/2025	09/05/2025	542.00	LOCKING DVD CASES	01819.001.50.3299 - other supplies	
				-	\$542.00		от	
CALIFORNIA STATE	ACH	DD000705 5700	00/44/0005	00144/0005	-	01/14 0 4 044	0407007 B 44 64115	
CALIFORNIASTATE	ACH	PR090725-5766	09/11/2025	09/11/2025		Child Support CA1	0107025 - Payable - ChildSupport/Gam	
					\$714.54			
CANO, ROBERTA	110454	090225	09/02/2025	09/05/2025	322.45	TRAVEL REIMBURSEMENT 08/18/25 - 08/22/25	01801.001.25.2151 - travel/lodging/me	
				_	\$322.45			
CAROLYN D. OWENS	ACH	AUGUST 2025	09/05/2025	09/05/2025	1,825.00	GRANT WRITING 08/01/25 - 08/19/25	01836.061.20.2039 - other prof.service	
				-	\$1,825.00			
CENTURYLINK	110455	334087927-08.22	09/02/2025	09/05/2025	101.60	T1 MPLS CIRCUIT 08/22/25 - 09/21/25	04950 024 22 2092	
SERVICION	110455	334007927-00.22	09/02/2025	09/03/2023		11 WPLS CIRCUIT 06/22/25 - 09/21/25	01850.034.23.2082 - Annual Support/W	
					\$101.60			
Checkr, Inc	EFT	2020799	09/09/2025	09/09/2025	238.88	Background checks	01811.001.20.2039 - other prof.service	
				-	\$238.88			
CINTAS	110456	4241149160	09/02/2025	09/05/2025	18.38	UNIFORMS - 08/25/25	04921.001.50.3084 - uniforms & related	
CINTAS	110456	4241149160	09/02/2025	09/05/2025	56.06		12940.065.50.3084 - uniforms/related it	
CINTAS	110456	4241149160	09/02/2025	09/05/2025	71.68		03922.001.50.3084 - uniforms & related	
CINTAS CINTAS	110456 110456	4241149160 4241149343	09/02/2025	09/05/2025		UNIFORMS - 08/25/25 UNIFORMS - 08/25/25	05929.001.50.3084 - uniforms & related	
CINTAS	110456	4241149343	09/02/2025 09/02/2025	09/05/2025 09/05/2025	10.55 39.47		01825.001.20.2039 - other prof. service 07871.018.50.3084 - uniforms/related it	
CINTAS	110456	4241149343	09/02/2025	09/05/2025		UNIFORMS - 08/25/25	01830.022.50.3084 - uniforms & related	
INTAS	110456	4241149343	09/02/2025	09/05/2025	67.09		01830.022.20.2039 - other prof.service	
INTAS	110456	4241149343	09/02/2025	09/05/2025	102.12		07871.055.50.3084 - uniforms/related it	
INTAS	110456	4241149343	09/02/2025	09/05/2025	110.93		01825.001.50.3084 - uniforms & related	
					\$627.25			
CINTAS	110482	4241972383	09/10/2025	09/11/2025	18.38	UNIFORMS - 09/02/25	04921.001.50.3084 - uniforms & related	
CINTAS	110482	4241972383	09/10/2025	09/11/2025	56.06		12940.085.50.3084 - uniforms/related it	
CINTAS	110482	4241972383	09/10/2025	09/11/2025	71.68		03922.001.50.3084 - uniforms & related	
CINTAS	110482	4241972383	09/10/2025	09/11/2025	87.62		05929.001.50.3084 - uniforms & related	
CINTAS	110482	4241972537	09/10/2025	09/11/2025	10.55		01825.001.20.2039 - other prof. service	
CINTAS	110482	4241972537	09/10/2025	09/11/2025	39.47		07871.018.50.3084 - uniforms/related it	
CINTAS	110482	4241972537	09/10/2025	09/11/2025	63.35		01830.022.50.3084 - uniforms & related	
CINTAS	110482	4241972537	09/10/2025	09/11/2025	67.09		01830.022.20.2039 - other prof.service	
CINTAS	110482	4241972537	09/10/2025	09/11/2025	102.12	UNIFORMS - 09/02/25	07871.055.50.3084 - uniforms/related it	

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Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activi Cod
CINTAS	110482	4241972537	09/10/2025	09/11/2025	110.93		01825.001.50.3084 - uniforms & related	
				_	\$627.25			
				-	\$1,254.50			
OFFEE POT FARMS	110457	11	09/05/2025	09/05/2025	160.00	PRODUCE PURCHASED 08/22/25	21836.001.20.2039 - other professional	
OFFEE POT FARMS	110483	12	09/10/2025	09/11/2025	185.50		21836.001.20.2039 - other professional	
				-		THE SELF CHOPPICES COLORED	2 1000.00 1.20.2003 - Other professional	
OLE, DUSTIN	110484	090925	00/40/2025	0014410005	\$345.50	DOC! DISTRIBUTE DESCRIPTION OF THE PROPERTY OF		
, oee, 500 m	110404	090925	09/10/2025	09/11/2025		POOL PARTY DEPOSIT REFUND 09/06/25	0107040 - Deposits	
					\$50.00			
ASHEE, LAWRENCE	110458	81025	09/02/2025	09/05/2025	106.18	OVERPAID ON INSURANCE BENEFITS	0107073 - Payroll - Elective Benefits	
				-	\$106.18			
ANN CONTRACTING INC	110485	RFD 1002148.09	09/09/2025	09/11/2025	150.00	Deposit Refund: 1002148 - FANN CONTRACTING I	0307040 - Utility Customer Deposits	
				-	\$150.00		·	
ELMANN, ANNETTE	110459	090325	09/02/2025	09/05/2025		GSH DEPOSIT REFUND 08/22/25	0107040 Deposits	
•		30334	00/0222020	-		CONTRE! CIAD CO/22/23	0107040 - Deposits	
ORTICALL	110486	74740	0011010005		\$50.00			
ORTICALL	110460	71712	09/10/2025	09/11/2025	686.10	VOICE SERVICES - 09/01/25 - 09/30/25	01888.044.21.2060 - Phone/Internet	
					\$686.10			
SENE, LATOYA	110487	090125	09/10/2025	09/11/2025	150.00	REIMBURSEMENT FOR BOOTS	12940.065.50.3084 - uniforms/related it	
				_	\$150.00			
EINFELD MEECH & CO P.C.	110460	108568	09/02/2025	09/05/2025	471.41	FY24 AUDIT SERVICES - 08/28/25	03922.001.20.2039 - other prof service	
EINFELD MEECH & CO P.C. EINFELD MEECH & CO P.C.	110460 110460	108568	09/02/2025	09/05/2025		FY24 AUDIT SERVICES - 08/28/25	05929.001.20.2039 - other prof service	
EINFELD MEECH & CO P.C.	110460	108568 108568	09/02/2025 09/02/2025	09/05/2025 09/05/2025		FY24 AUDIT SERVICES - 08/28/25 FY24 AUDIT SERVICES - 08/28/25	07871.055.20.2039 - other prof.service	
EINFELD MEECH & CO P.C.	110460	108568	09/02/2025	09/05/2025		FY24 AUDIT SERVICES - 08/28/25	04921.001.20.2039 - other prof service 08818.001.20.2039 - other prof.service	
EINFELD MEECH & CO P.C.	110460	108568	09/02/2025	09/05/2025	8,485.26		01810.020.20.2039 - other prof.service	
					\$13,435.00		·	
				_	\$13,435.00			
ENLING TECH CONSULTING	110461	128 090225	09/02/2025	09/05/2025	2,750.00	CONTRACT WORK - AUG 2025	01888.044.20.2039 - other prof.service	
				-	\$2,750.00			
SA BANK	ACH	PR090725-5769	09/11/2025	09/11/2025	1,193.03	HSA ES	0107092 Pormall Hankb Carings Acat	
SA BANK	ACH	PR090725-5769	09/11/2025	09/11/2025	1,742.76		0107082 - Payroll- Health Savings Acct 0107082 - Payroll- Health Savings Acct	
SA BANK SA BANK	ACH	PR090725-5769	09/11/2025	09/11/2025	1,750.97	HSA EF	0107082 - Payroll- Health Savings Acct	
SA BANK	ACH	PR090725-5769	09/11/2025	09/11/2025 _	1,962.61	HSA EE	0107082 - Payroll- Health Savings Acct	
ITERNAL REVENUE SERVICE	ACH	PR090725-5764	00/44/2025	00/44/0005	\$6,649.37			
ITERNAL REVENUE SERVICE	ACH	PR090725-5764	09/11/2025 09/11/2025	09/11/2025 09/11/2025		Medicare Tax Federal Income Tax	0107063 - Payroll - FICA 0107060 - Payroll - Federal Withholding	
ITERNAL REVENUE SERVICE	ACH	PR090725-5764	09/11/2025	09/11/2025	31,297.14	Social Security Tax	0107060 - Payroll - Federal Withholding	
				_	\$57,995.26	,	Transfer Caylon Cross	
				_	\$57,995.26			
M, EVANGELINE	110462	RFD 5496004.09	09/03/2025	09/05/2025		Deposit Refund: 5496004 - JIM, EVANGELINE	0307040 - Utility Customer Deposits	
		=	34.74.2020	-		SOPOSIC MOISING, STOODOOT - SHIPI, EVANGELINE	0301040 • Office Customer Deposits	
DUNCON ALONDO	440400	000005	0046:000		\$191.25			
DHNSON, ALONDO	110488	090825	09/10/2025	09/11/2025	268.93	TRAVEL REIMBURSEMENT 09/26/25 - 09/18/25	01850.063.25.2151 - travel/lodging/me	
				_	\$268.93 Page 3			2025 08:5

IOLICAL CLIAG	Number	Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
JOUEN, ELIAS	ACH	COW 112	09/09/2025	09/09/2025	5,600.00	CONSULTANT SERVICES - 08/25/25 - 09/07/25	01810.020.20.2039 - other prof.service	
				-	\$5,600.00			
JPMORGAN CHASE BANK NA JPMORGAN CHASE BANK NA JPMORGAN CHASE BANK NA JPMORGAN CHASE BANK NA	EFT EFT EFT EFT EFT	8.30.25 8.30.25 8.30.25 8.31.25 8302025 8312025	08/30/2025 08/30/2025 08/30/2025 08/31/2025 08/30/2025 08/31/2025	08/30/2025 08/30/2025 08/30/2025 08/31/2025 08/30/2025 08/31/2025	65.32 65.32 65.33 149.39 190.00 1,089.63 \$1,624.99	XPress Monthly Support	04921.001.20.2039 - other prof service 05929.001.20.2039 - other prof service 03922.001.20.2039 - other prof service 03922.001.20.2039 - other prof service 04921.001.20.2039 - other prof service 01825.001.20.2039 - other prof. service	
				-	\$1,624.99			
LASHOMB, LAURIE	110463	082525	09/05/2025	09/05/2025	220.08	TRAVEL REIMBURSEMENT 08/22/25 - 08/22/25	21836.001.25.2151 - travel/lodging/me	
LASHOMB, LAURIE	110489	090825	09/10/2025	09/11/2025	365.94	TRAVEL REIMBURSEMENT 08/28/25 - 08/29/25	21836.001.25.2151 - travel/lodging/me	
				-	\$586.02			
LEARY, BRANDEE	110464	090425	09/02/2025	09/05/2025	120.32	TRAVEL REIMBURSEMENT 09/25/25	01819.001.25.2151 - travel/lodging/me	
				-	\$120.32			
MADISON NATIONAL	110465	9125	09/02/2025	09/05/2025	•	EMPLOYEE DEDUCTION-09/01/25	0107073 - Payroll - Elective Benefits	
				-	\$1,817.63		o to to to the dylon - Elective Belleties	
MANYGOATS, GAIL	110490	090925	09/10/2025	09/11/2025	50.00	GSH DEPOSIT REFUND 09/06/25	0407040 Donosito	
MART GOATG, GALL	110430	030323	09/10/2023	09/11/2025		GSH DEFOSIT REFOND 09/00/25	0107040 - Deposits	
MADICODA DATA CTODACE OFNIT	440404	00040005	00/40/000	0011110000	\$50.00			
MARICOPA DATA STORAGE CENT	110491	09012025	09/10/2025	09/11/2025	63.44	OFF-SITE STORAGE MICROFILM RECORDS	01806.001.20.2039 - other prof.service	
					\$63.44			
McCAULEY CONSTRUCTION & TR	110492	MT2025-80	09/10/2025	09/11/2025	2,812.50	ASPHALT PATCHES CARROL DR & 3RD ST	13001.001.80.4200 - street improveme	
					\$2,812.50			
NATIONWIDE ASRS 457	ACH	PR090725-6120	09/11/2025	09/11/2025		Nationwide ASRS 457	0107090 - Payroll - Deferred Comp	
MATIONIAIDE ASSS DOTH	ACH	DD000705 6400	00/44/2005	00/44/0005	\$1,673.50	Nedersalds ACCC Code	0407000 Barrell Barrell Comm	
NATIONWIDE ASRS ROTH	ACH	PR090725-6122	09/11/2025	09/11/2025	728.50 \$728.50	Nationwide ASRS Roth	0107090 - Payroll - Deferred Comp	
NATIONWIDE RETIREMENT SOLU	ACH	PR090725-6126	09/11/2025	09/11/2025	*	PSPRS FD T2 DCH	0107068 - Payroll - PSPRS Fire	
	ACH	PR090725-6126	09/11/2025	09/11/2025	1,262.66	PSPRS FD T3 DCH	0107068 - Payroll - PSPRS Fire	
					\$2,245.68			
NATIONWIDE WINLSOW 457	ACH	PR090725-6121	09/11/2025	09/11/2025	1,744.00 \$1,744.00	Nationwide Winslow 457	0107090 - Payroll - Deferred Comp	
NATIONWIDE WINSLOW ROTH	ACH	PR090725-6123	09/11/2025	09/11/2025	325.00	Nationwide Winslow Roth	0107090 - Payroll - Deferred Comp	
TATION WILL WINGLOW ROTT	AON	PR090725-0125	09/11/2025	09/11/2025		National Ashiston Kott	0107090 - Payloli - Deletted Comp	
NEWWOOD CONSULTING ALC	440400	000040	2010010005		\$325.00			
NEXXUS CONSULTING, LLC	110466	322349	09/02/2025	09/05/2025		PROFESSIONAL SERVICES - AUG.2025	13001.001.20.2039 - Levee Legal/Lobb	
					\$8,361.57			
NEZ, ZEPHINA	110493	090925	09/10/2025	09/11/2025	50.00	GSH DEPOSIT REFUND 08/21/25	0107040 - Deposits	
				•	\$50.00			
PERKINS CINDER	110467	RFD 1001876.08	08/11/2025	09/05/2025	108.62	Deposit Refund: 1001876 - PERKINS CINDER	0307040 - Utility Customer Deposits	
				•	\$108.62			

Payee Name	Reference Number	Invoice Number	invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
PEST SOLUTIONS INC	110494 110494 110494 110494 110494 110494 110494 110494	8.25.25 8.25.25 8.25.25 8.25.25 8.25.25 8.25.25 8.25.25 8.25.25 8.25.25	09/10/2025 09/10/2025 09/10/2025 09/10/2025 09/10/2025 09/10/2025 09/10/2025 09/10/2025	09/11/2025 09/11/2025 09/11/2025 09/11/2025 09/11/2025 09/11/2025 09/11/2025 09/11/2025	75.00 79.00 146.00 158.00 165.00 279.00	EXTERMINATING SERVICES - AUGUST 2025	03922.001.20.2039 - other prof service 01850.125.20.2039 - other prof.service 01850.034.20.2039 - other prof.service 05929.001.20.2039 - other prof.service 01860.001.20.2039 - other prof.service 01819.001.20.2039 - other prof.service 01830.022.20.2039 - other prof.service 01825.001.20.2039 - other prof.service	
				-	\$1,545.00			
PUBLIC SAFETY RETIREMENT PUBLIC SAFETY RETIREMENT PUBLIC SAFETY RETIREMENT PUBLIC SAFETY RETIREMENT PUBLIC SAFETY RETIREMENT PUBLIC SAFETY RETIREMENT	ACH ACH ACH ACH ACH ACH	PR090725-6113 PR090725-6113 PR090725-6113 PR090725-6113 PR090725-6113	09/11/2025 09/11/2025 09/11/2025 09/11/2025 09/11/2025 09/11/2025	09/11/2025 09/11/2025 09/11/2025 09/11/2025 09/11/2025 09/11/2025	299.19 1,253.33 3,657.46 6,609.60	PSPRS FD ACR PSPRS FD T2 DB PSPRS FD T3 DB PSPRS PD T2 DB PSPRS PD T1 DB PRPRS PD T3 DB	0107068 - Payroll - PSPRS Fire 0107068 - Payroll - PSPRS Fire 0107068 - Payroll - PSPRS Fire 0107067 - Payroll - PSPRS Police 0107067 - Payroll - PSPRS Police 0107067 - Payroll - PSPRS Police	
PUBLIC SAFETY RETIREMENT	EFT	PPE 9.7.25	09/11/2025	09/11/2025	-571.06	PSPRS FD Credit	01860.001.02.1103 - public safety retire	
				•	\$42,770.75			
Red Wing Business Advantage Acco Red Wing Business Advantage Acco Red Wing Business Advantage Acco	110468 110468 110468	574ST1-1528945 574ST1-1531175 574ST1-1555563	09/02/2025 09/02/2025 09/02/2025	09/05/2025 09/05/2025 09/05/2025	150.00 150.00 150.00 \$450.00		07871.055.50.3084 - uniforms/related it 07871.055.50.3084 - uniforms/related it 01830.022.50.3084 - uniforms & related	
					\$450.00			
SALAZAR, MELCOR	110469	090225	09/02/2025	09/05/2025	300.45 \$300.45	TRAVEL REIMBURSEMENT 08/19/25 - 08/22/25	01801.001.25.2151 - travel/lodging/me	
SANKS AND ASSOCIATES, LLC	ACH	7-2025	09/05/2025	09/05/2025	2,600.00 \$2,600.00	PROFESSIONAL SERVICES 08/01/25 - 08/31/25	01835.060.20.2039 - other prof.service	
SCOTT ANIMAL HOSPITAL	110495	82653	09/10/2025	09/11/2025	2,547.06	VETERINARY SERVICES AUGUST 2025	01850.125.20.2039 - other prof.service	
SECURITY BENEFIT	ACH	PR090725-5768	09/11/2025	09/11/2025		Security Benefit 457	0107090 - Payroll - Deferred Comp	
SJJ LAND AND CATTLE COMPANY	110496	1030	00/40/2025	00/44/2025	\$95.00	DI III DINO DENTAL OZIOLOG	04000 000 00 0000 . Dullation I	
SJJ LAND AND CATTLE COMPANY	110490	1030	09/10/2025	09/11/2025	\$6,000.00	BUILDING RENTAL 07/01/25 - 09/30/25	01830.022.26.2209 - Building Lease	
STATE OF AZ STATE OF AZ	ACH ACH	1-AUG 1-AUG	09/10/2025 09/10/2025	09/10/2025 09/10/2025	-111.57 18,787.56 \$18,675.99		0309151 - Miscellaneous 0307055 - State Sales Tax Payable	
				•	\$18,675.99			
TAGLER, JOSHUA	110497	992025-JT	09/10/2025	09/11/2025		AFTER HIRE BONUS/AFTER FTO BONUS	01850.034.01.1001 - salaries	
THE BANK OF NEW YORK MELLO THE BANK OF NEW YORK MELLO	EFT EFT	Sept. 2025 Sept. 2025	09/08/2025 09/08/2025	09/08/2025 09/08/2025	\$5,000.00 15,920.84 19,583.34 \$35,504.18	WWTR Bond Obiligation WWTR Bond Obiligation	05929.001.26.2201 - WWTP BOND IN 05929.001.26.2200 - WWT BOND PRI	
				-	\$35,504.18			
					Dago 5		014619	005 00·50 AM

Page 5

Payee Name HE KRUSE GROUP	Number	88		Payment				Activity
		Number	Ledger Date	Date	Amount	Description	Ledger Account	Code
HE KRUSE GROUP	110470	825	09/02/2025	09/05/2025	5,000.00	CONSULTANT SERVICES AUGUST 2025	13001.001.20.2039 - Levee Legal/Lobb	
				-	\$5,000.00			
ROTTER, DAVID	110498	RFD 1001324.09	09/05/2025	09/11/2025	200.00	Deposit Refund: 1001324 - TROTTER, DAVID	0307040 - Utility Customer Deposits	
				-		Topolitical Portozia Tito Fizit, Diviso	0007040 - Otimy Customer Deposits	
INISOURCE ENERGY SERVICES-	ACU	4040007470 00 4	**********		\$200.00			
INISOURCE ENERGY SERVICES-	ACH ACH	1246997170-08.1 1760430000-08.1	09/04/2025 09/04/2025	09/04/2025 09/04/2025		UNISOURCE 08/15/25 BILL DATE UNISOURCE 08/15/25 BILL DATE	01888.044.21.2050 - utilities	
NISOURCE ENERGY SERVICES-	ACH	2060160000-08.1	09/04/2025	09/04/2025	31.83		01888.044.21.2050 - utilities 01888.044.21.2050 - utilities	
NISOURCE ENERGY SERVICES-	ACH	2563382744-08.1	09/04/2025	09/04/2025	21.95		01888.044.21.2050 - utilities	
INISOURCE ENERGY SERVICES- INISOURCE ENERGY SERVICES-	ACH ACH	3107960285-08.1 3442964259-08.1	09/04/2025	09/04/2025	25.77		01888.044.21.2050 - utilities	
INISOURCE ENERGY SERVICES-	ACH	3458640000-08.1	09/04/2025 09/04/2025	09/04/2025 09/04/2025	22.38 29.35	UNISOURCE 08/15/25 BILL DATE UNISOURCE 08/15/25 BILL DATE	01888.044.21.2050 - utilities	
NISOURCE ENERGY SERVICES-	ACH	3723150000-08.1	09/04/2025	09/04/2025		UNISOURCE 08/15/25 BILL DATE	01888.044.21.2050 - utilities 01888.044.21.2050 - utilities	
INISOURCE ENERGY SERVICES-	ACH	5073340000-08.1	09/04/2025	09/04/2025	31.83	UNISOURCE 08/15/25 BILL DATE	01888.044.21.2050 - utilities	
INISOURCE ENERGY SERVICES- INISOURCE ENERGY SERVICES-	ACH ACH	6361050000-08.1 8941630000-08.1	09/04/2025 09/04/2025	09/04/2025	21.95	UNISOURCE 08/15/25 BILL DATE	01888.044.21.2050 - utilities	
INISOURCE ENERGY SERVICES-	ACH	9385130000-08.1	09/04/2025	09/04/2025 09/04/2025	24.93 22.38	UNISOURCE 08/15/25 BILL DATE UNISOURCE 08/15/25 BILL DATE	01888.044.21.2050 - utilities 01888.044.21.2050 - utilities	
			00/0 //2020		\$301.93	SINISCONOL OU 13/23 BILL DATE	01000.044.21.2030 - dilities	
				-	\$301.93			
SS INTERNATIONAL	110499	20020441R	09/10/2025	09/11/2025	•	2025 STREET MAINTENANCE PROJECT	13001.001.80.4200 - street improveme	
				-	\$42,012.02		·	
VARD, GAIL	110471	677	09/02/2025	09/05/2025	300.00	COURT RESITUTION 08/29/25	0107011 - Court Fees and Fines Payab	
				-	\$300.00			
VARNEKE, CAYDEN	110500	992025-CW	09/10/2025	09/11/2025	3,000.00	AFTER FTO BONUS	01850.034.01.1001 - salaries	
				_	\$3,000.00			
VASTE MANAGEMENT	ACH	0119435-0566-6	09/04/2025	09/04/2025	70,690.62	CITY OF WINSLOW MASTER RESIDE 08/01/25 - 0	04921.001.22.2065 - Residential SW &	
				-	\$70,690.62			
VCD ENTERPRISES LLC	110501	433371	09/10/2025	09/11/2025	152.50		03922.001.20.2039 - other prof service	
VCD ENTERPRISES LLC VCD ENTERPRISES LLC	110501 110501	433371	09/10/2025	09/11/2025	152.50	JANITORIAL SERVICES - AUGUST 2025	05929.001.20.2039 - other prof service	
VCD ENTERPRISES LLC	110501	433371	09/10/2025	09/11/2025 _	5,315.00	JANITORIAL SERVICES - AUGUST 2025	01888.001.20.2039 - other prof.service	
					\$5,620.00			
VILLDAN	110472	002-35226	09/02/2025	09/05/2025	\$5,620.00	CIDOLE K STORES BUILDING & SIDE 4ST DEVIE	04925 050 20 2020 ather wef consists	
	110472	002-30220	03/02/2023	-	\$1,542.50	CIRCLE K STORES BUILDING & FIRE 1ST REVIE	01835.060.20.2039 - other prof.service	
VILLIS DRILLING & PUMP	110502	12522	09/10/2025	09/11/2025	•	MCHOOD WELL REPAIR - 09/06/25	13001.001.80.4322 - McHood Park Imp	
			00.10.2020	-	\$3,760.90	MONOGO WELE KEI PAK - 00/00/20	10001.001.00.4022 - Mortood 1 ark Imp	
VINSLOW ASSOCIATION OF FIRE	110473	8.24.25	09/02/2025	09/05/2025		FD/FIREFIGHTERS ASSOC, DUES 08/24/25	0107077 - Payroll - Firefighter's Assoc	
		0.24.20	03/02/2023	-	\$50.00	PD/FIREFIGITIERS ASSOC, DUES 00/24/25	OTOTOTT - Paylon - Pirenghiers Assoc	
VINSLOW CHAMBER OF COMME	110503	AUGUST 2025	09/10/2025	09/11/2025		BED TAX AUG 2025	0107206 - Bed Taxc Payable	
	-			-	\$12,998.82		2.2.200 Doc Iono Fujunio	
VINSLOW FORD	110504	0037922	09/10/2025	09/11/2025	•	2025 EORD BRONCO	12001 001 70 4001 - Capital - Vahislas	
	. 10004	0031322	V3/ 1U/2U23	UBI 11/2U25 -		2025 FORD BRONCO	13001.001.70.4001 - Capital - Vehicles	
					\$42,505.50			

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
WINSLOW READY MIX INC. WINSLOW READY MIX INC.	110505 110505	W2025-199 W2025-200	09/10/2025 09/10/2025	09/11/2025 09/11/2025	658.09 572.06 \$1,230.15	SIDEWALK REPAIR 2ND ST & ELM SIDEWALK REPAIR 2ND ST & ELM	13001.001.80.4201 - sidewalks/curbs/g 13001.001.80.4201 - sidewalks/curbs/g	
WINSLOW, ISABELLA	110506	090825	09/10/2025	09/11/2025	\$1,230.15 271.17	TRAVEL REIMBURSEMENT 09/05/25	21836.001.25.2151 - travel/lodging/me	
WAY 01/10 DELUT	******			-	\$271.17		,	
WW CLYDE REMIT	110474	9715	09/02/2025	09/05/2025	2,081.08 \$2,081.08	COLD PATCH 08/26/25	13001.001.80.4200 - street improveme	
Xpress Bill Pay Xpress Bill Pay Xpress Bill Pay	EFT EFT EFT	INV-XPR026926 INV-XPR026926 INV-XPR026926	09/09/2025 09/09/2025 09/09/2025	09/09/2025 09/09/2025 09/09/2025 _	786.40 786.40 786.40 \$2,359.20 \$2,359.20	XPress Monthly Support XPress Monthly Support XPress Monthly Support	03922.001.20.2039 - other prof service 04921.001.20.2039 - other prof service 05929.001.20.2039 - other prof service	
				=	\$566,265.27			

Page 7 9/16/2025 08:50 AM

Minutes of the work session of the Winslow City Council held on September 9, 2025 at 5:30 P.M. in the main hall of the Winslow Visitor's Center, 523 West Second Street, Winslow, Arizona.

MEMBERS PRESENT:

Mayor Cano, Councilmember Crisp, Councilmember MacLean (via Zoom), Councilmember McKee, Councilmember Salazar, Councilmember Tafoya

MEMBERS ABSENT:

Councilmember Cake

STAFF:

David Coolidge City Manager, Trish Stuhan City Attorney, Suzy Wetzel City Clerk, Ernie Cano Acting Police Chief, Michael Duran Fire Chief, Daniel Hendrix Finance Director

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

REVIEW AND DISCUSSION REGARDING CHAPTER 12.20 OF THE MUNICIPAL CODE RELATED TO FIREWORKS

The City Manager began by stating that the purpose of the work session is to discuss the fireworks ordinance as it currently exists and to work through a proposed amendment so that changes can be brought back to the Council for adoption.

A copy of the proposed changes that was prepared in legislative format was provided to the Council and a copy was also displayed on the screen. The City Manager then provided detailed information regarding the changes that staff feels should be made to the code based on the State Statute related to fireworks.

The changes included the addition of information to Section 12.20.010 - Definitions, specifying the definition of fireworks, as well as the definition of permissible consumer fireworks. Changes to Section 12.20.030 - Limited Use of Permissible Consumer Fireworks, included specific dates and times that fireworks can be used, discharged or ignited. Section 12.20.040 - Sale of Fireworks, will also include specific dates.

The City Manager noted that information regarding the language for the required sign that must be posted by any person engaged in the sale of fireworks will now be included in the code. The City Manager also stated that two new sections: 12.20.070 – Authority to Enforce Violations; Means of Enforcement; and 12.20.080 – Penalty, will be added and explained information contained in those sections.

The City Attorney provided background information regarding fireworks, which are heavily regulated by the State, and only allows municipalities to regulate what the State says it can regulate with a few exceptions. The City Attorney also provided clarification regarding the civil penalty of \$1,000 and briefly commented on other changes that staff is recommending throughout Chapter 12.20.

Throughout the discussion, the City Manager and City Attorney responded to questions and comments from the Council. Mayor Cano stressed the importance of educating the public regarding both the sale and use of fireworks and giving ample time for citizens to adapt to the changes.

There was additional discussion regarding enforcement of the code including giving officers discretion when they respond to firework calls. In response to a question regarding fireworks being used at football games and graduation ceremonies, the City Manager stated that a permit can be issued through the Fire Department if the use meets the city's fire standards.

Ann Schmidt and Julia Sells spoke in favor of the changes and educating the public. Both were also in favor of beginning with issuing warnings as opposed to writing tickets.

The Police Chief and Fire Chief commented on how their respective departments will implement the changes. There was also discussion regarding options for providing education and the need to meet with Navajo County since the new regulations can only be enforced within city limits.

The City Manager advised that an ordinance will be brought back to the Council and will become effective 30 days after adoption, which should provide ample time to educate the general public and sellers prior to the beginning sale date of December 10th. It was the consensus of the Council that the ordinance can be included on an upcoming agenda.

ADJOURNMENT

Motion: Moved by Mayor Cano, seconded by Councilmember Tafoya, to adjourn at 6:13 p.m. Motion passed unanimously with Mayor Cano and Councilmembers 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 work session of the Winslow City Council held on September 9, 2025 at 5:30 P.M. I further certify that the meeting was duly called and that a quorum was present.
Dated this 23 rd day of September, 2025.
Suzy Wetzel City Clerk

Minutes of the regular meeting of the Winslow City Council held on September 9, 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 MacLean (via Zoom), Councilmember McKee, Councilmember Salazar, Councilmember Tafoya

MEMBERS ABSENT:

None

STAFF:

David Coolidge City Manager, Trish Stuhan City Attorney, Suzy Wetzel City Clerk, Daniel Hendrix Finance Director, Michael Duran Fire Chief, Ernie Cano Acting Police Chief, Jack Fitchett Economic Development Director (via Zoom), 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 Steve Gerton. Roll call was taken and all members were present.

CALL TO THE PUBLIC

Kim Gould referred to the recent rain storm and discussed the lack of drainage in several areas in Desert View and on Mike's Pike. Ms. Gould also discussed the possibility of pursuing infrastructure grants to correct the issues.

Raymond Lucero inquired about what streets in Coopertown and Southside would be affected by Atlas Global and the TradePort.

At the conclusion of Call to the Public, Mayor Cano advised Ms. Gould that Public Works will be made aware of the drainage issues and staff will reach out to her if additional information is needed. Mayor Cano also advised Mr. Lucero that staff will reach out to him to further discuss his question.

MAYOR AND COUNCILMEMBERS REPORTS

A. Current Events and Announcements

The following events and announcements were made under this item:

Councilmember Crisp

- Ink Fest event on October 11th & 12th
- Little Bulldogs Cheer Clinic
- 9/11 Remembrance Ceremony
- Snoop Dogg Cookbook Club on October 13th
- Car Seat Check event provided by Navajo County Public Health on September 24th
- Psychic Fair on September 19th & 20th
- Farmers Market and host yard sale on September 27th

Councilmember MacLean

• Friends of the Library Book Sale beginning the evening of September 11th

Mayor Cano

 Encouraged attendance to the Holocaust Survivor presentation at the Performing Arts Center on September 15th

B. Future Agenda Items

None.

SCHEDULED PRESENTATIONS AND PROCLAMATIONS

A. Proclamation – Proclaiming September 10 – 13, 2025 as Navajo County Fair Week

After Councilmember McKee read the proclamation, it was presented to Fair Manager Mina Henning. Ms. Henning thanked the Council for the proclamation and encouraged everyone to attend the fair.

B. Quarterly Northland Pioneer College (NPC) Report Which May Include Introduction of New Director of External Affairs, Scholarships & Programs Available for the Upcoming Spring Semester and Little Colorado Campus Activities

After providing a brief background of his career with NPC, External Affairs Director Rich Chanick provided information regarding the following items:

• Simplifying process to hold events at NPC

- Coordinating with the Economic Development Director when potential clients come to town
- Scholarships awarded last year and application process for 2026 Spring semester
- Pedal the Petrified event on September 27th
- Little Colorado Campus updates including the Moonshot competition on September 19th and the Healthcare Career Exploration Fair

STATUS REPORTS

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

The City Manager provided an update on the automatic door button at the library which should be installed by the end of the year. The City Manager also advised the Council that Sustainability Partners is scheduled to make a presentation regarding alternative financing methods for infrastructure at the September 23rd meeting.

The City Manager referred to the NPC Construction Program and advised that he has spoken to the Dean about a possible expansion of the program to Winslow. The City Manager then provided a detailed update regarding the Winslow Levee that included anticipated completion dates of certain milestones.

At the conclusion of his report, the City Manager responded to a question from Mayor Cano regarding whether the Army Corp is consulting with FEMA throughout the recertification process.

B. Zoning Hearing Officer Status Report Regarding Conditional Use Permit Review for July - September 2025

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

- 1. 2124 Desert View Drive (Child Care) Allow a Home Child Care facility in the Single-Family Residence (R1-7) zoning district
- 2. 2600 Scenic View Drive Allow for storage container in excess of 20' in length in the Agricultural Residential (AR) zoning district
- C. Quarterly Report by Fire Chief Which May Include Department Overview and Emergency Response Highlights

The Fire Chief highlighted information from his written report including details of the Community Risk Reduction (CRR) Division and efforts to obtain and build a software program to enhance inspections and hydrant locations.

The Fire Chief also provided information regarding recent 911 calls that included train car fires and semi-truck fires on I-40, all of which have been billed for water used to extinguish the fires. Other department highlights included the following:

- Award of \$422,000 grant to run an Incident Command
- Enhancement of P25 radio for better coverage and clarity
- Award of \$2,000 grant for 10 pails of foam
- Approved for two CO2 monitors through ADEQ
- Applied for grant funding for a toxic exhaust system for the apparatus bays
- Applied for grant funding for EMS Zoll monitors

Councilmember McKee noted that September 11th will be the chief's two-year anniversary with the city and recognized the chief's wife who was also in attendance.

CONSENT CALENDAR

Motion: Moved by Councilmember Cake, seconded by Councilmember Tafoya, 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 August 26, 2025
- C. Discussion and/or Action to Accept Governor's Office of Highway Safety Grant to Support Personnel Services (Overtime) and Employee Related Expenses to Enhance the Strategic Traffic Enforcement (STEP) Program for Fiscal Year 2026
- D. Discussion and/or Action to Accept Governor's Office of Highway Safety Grant to Support Personnel Services (Overtime) and Employee Related Expenses to Enhance DUI/Impaired Driving Enforcement for Fiscal Year 2026
- E. Discussion and/or Action to Approve Resolution No. 1980 Authorizing an Application to the Arizona Smart Fund for a Grant

for Design and Other Engineering Services and Submission Pursuant to Title 28, Chapter 2, Article 2, Arizona Revised Statutes; and Declaring an Emergency

COUNCIL CONSIDERATION AND POSSIBLE ACTION

A. Discussion and/or Action Regarding Approval of Ordinance No. 1438 Amending Sections 2.12.020, 2.13.020 and 2.14.020 of the Municipal Code, All Related to Appointment of Department Directors by the City Manager

The City Manager referred to the requirement set out in the code that requires the City Council to approve the City Manager's appointment of the Police Chief, Fire Chief and Public Works Director and stated that he believes that it is in the best interest of the city that the positions be appointed by the City Manager without approval of the Council. The City Manager also advised that this change would be consistent with both the Council/Manager form of government and the City Charter.

Motion: Moved by Councilmember McKee, seconded by Councilmember Tafoya, to approve Ordinance No. 1438 amending Sections 2.12.020, 2.13.020 and 2.14.020 of the Municipal Code. Motion passed with Mayor Cano and Councilmembers MacLean, McKee, Salazar and Tafoya voting yes and Councilmembers Cake and Crisp voting no.

ADJOURNMENT

Motion: Moved by Councilmember Cake, seconded by Mayor Cano, to adjourn at 7:25 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 September 9, 2025 at 6:30 P.M. I further certify that the meeting was duly called and that a quorum was present.

Dated	this	23^{rd}	day	of Se	ptemb	er, 202	25.
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<u>Suzy Wetzel</u> City Clerk

Mayor Roberta W. Cano

(928) 289-2422



Council Members
Peter Cake
Samantha Crisp
Jim MacLean
Darcey McKee
Melcor Salazar

Daniel T. Tafoya

AGENDA DATE:

September 23, 2025

TO:

Honorable Mayor and City Council

FROM:

Public Works Director

SUBJECT:

Approve Job Order Contract Services with McCauley Construction & Trucking, LLC for the Cemetery Expansion Paving Project and Approve

Payment in the amount of \$252,060.00.

RECOMMENDED MOTION

That Mayor and City Council, by motion, approve a job order contract service with McCauley Construction & Trucking, LLC for the cemetery expansion paving project and approve payment in the amount of \$252,060.00. The job order contract is in accordance with the Cooperative Purchasing Agreement between the City of Winslow and McCauley Construction & Trucking, LLC and is permitted under Coconino County's contract with McCauley Construction, Inc. dated May 20, 2023.

DISCUSSION

The cemetery expansion paving project, previously approved by Council, will include curbing and paving of the existing road within the expansion area. This work is essential due to the limited number of available plots in the current developed sections and completing the roadway is a key step in finalizing the overall expansion.

IMPACT ON BUDGET

Funds are available in account 13.001.001.80.4321

Respectfully submitted,

Reviewed by:

Tim Westover

City Manager



Tim Westover

Public Works Director

City Attorney

Finance Director

DH



QUOTE

McCauley Construction & Trucking LLC 206 W. First St. Winslow, AZ 86047 928-289-4557 Ph 928-289-3531 Fax l.mccauleyinc@gmail.com

To accept this quotation, sign here and return: ___

TO : Tim Westover City of Winslow

DATE: SEPTEMBER 9, 2025

EXPIRATION DATE 30 DAYS

City of Winslow

TERMS Coconino County JOC Due on Cemetery Paving & C/G RFQ# 2023-104 receipt DESCRIPTION LINE TOTAL Roll Curb - 2460 LF +/-3" AB Under Curb \$154,100.00 Staking Paving 1281 LF +/- 12LF Wide 3" Thick \$97,960.00 With 6" AB Under Asphalt TOTAL Quotation prepared by: John McCauley __

JOB

PAYMENT

RESOLUTION NO. 1983

A RESOLUTION OF THE COUNCIL OF THE CITY OF WINSLOW, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION FOR THE INFRASTRUCTURE INVESTMENT AND JOBS ACT AIRPORT INFRASTRUCTURE GRANT PROJECT NO. 3-04-0052-028-2025.

WHEREAS, the U.S. Department of Transportation, Federal Aviation Administration has awarded the City of Winslow (the "City") the Airport Infrastructure Grant No. 3-04-0052-028-2025 in an amount not to exceed \$157,004 for funding airport development or noise program implementation at the Winslow-Lindbergh Regional Airport (the "Grant"); and

WHEREAS, the Mayor and Council of the City of Winslow ("City Council") desire to accept the Grant funds.

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

<u>SECTION 1</u>. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The City Council hereby authorizes (i) the acceptance of the Grant funds in an amount not to exceed \$157,004 and (ii) administration and expenditure of the Grant funds in accordance with the Grant application.

SECTION 3. The Mayor, the City Manager, the Airport Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit any necessary or desirable instruments in connection with the Grant and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Winslow, Arizona, this 23rd day of September, 2025.

	Roberta W. Cano, Mayor
ATTEST:	
Suzy Wetzel, City Clerk	
APPROVED AS TO FORM:	
Trish Stuhan, City Attorney	·

RESOLUTION NO. 1984

A RESOLUTION OF THE COUNCIL OF THE CITY OF WINSLOW, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION FOR THE AIRPORT IMPROVEMENT PROGRAM PROJECT NO. 3-04-0052-029-2025.

WHEREAS, the U.S. Department of Transportation, Federal Aviation Administration has awarded the City of Winslow (the "City") an Airport Improvement Program Project No. 3-04-0052-029-2025 grant in an amount not to exceed \$172,052 for funding airport development or noise program implementation at the Winslow-Lindbergh Regional Airport (the "Grant"); and

WHEREAS, the Mayor and Council of the City of Winslow ("City Council") desire to accept the Grant funds.

NOW, THEREFORE, BE IT RESOLVED BY THE 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 City Council hereby authorizes (i) the acceptance of the Grant funds in an amount not to exceed \$172,052 and (ii) administration and expenditure of the Grant funds in accordance with the Grant application.

SECTION 3. The Mayor, the City Manager, the Airport Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit any necessary or desirable instruments in connection with the Grant and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Winslow, Arizona, this $23^{\rm rd}$ day of September, 2025.

	Roberta W. Cano, Mayor	
ATTEST:		
Suzy Wetzel, City Clerk		
APPROVED AS TO FORM:		
THE TROUBLE TO FORM.		

RESOLUTION NO. 1985

A RESOLUTION OF THE COUNCIL OF THE CITY OF WINSLOW, ARIZONA, DESIGNATING THE CHIEF FISCAL OFFICER FOR THE PURPOSE OF OFFICIALLY SUBMITTING THE FISCAL YEAR 2024 EXPENDITURE LIMITATION REPORT TO THE AUDITOR GENERAL

WHEREAS, A.R.S. § 41-1279.07(E) requires each county, city, town and community collect district to annually provide to the Auditor General by July 31st the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf; and

WHEREAS, the City of Winslow Mayor and City Council desires to designate Finance Director Daniel Hendrix as the city's Chief Fiscal Officer; and

WHEREAS, entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR.

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

<u>Section 1</u>. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. City of Winslow Finance Director Daniel Hendrix is hereby designated as the City of Winslow's Chief Fiscal Officer for purposes of submitting the fiscal year 2024 AELR to the Arizona Auditor General's Office on the governing body's behalf.

PASSED AND ADOPTED by the Mayor and Council of the City of Winslow, this 23rd day of September 2025.

	Roberta W. Cano, Mayor		
ATTEST:			
Suzy Wetzel, City Clerk	;		
APPROVED AS TO FORM:			
Trish Stuhan City Attorney	<u> </u>		

ORDINANCE NO. 1439

AN ORDINANCE OF THE COUNCIL OF THE CITY OF WINSLOW, ARIZONA, AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY TO MARY ALICE HAYES; 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. 103-36-116, 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 described above to Mary Alice Hayes; and

WHEREAS, the parties have reached an agreement regarding the terms and conditions of the sale which are included in the 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:

<u>SECTION 1</u>. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The City of Winslow is authorized to enter into the 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. 103-36-116, 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.

[SIGNATURES ON FOLLOWING PAGE.]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

Roberta W. Cano, Mayor

ATTEST:

Suzy Wetzel, City Clerk

APPROVED AS TO FORM:

Trish Stuhan, City Attorney Pierce Coleman PLLC

PASSED AND ADOPTED by the Council of the City of Winslow this 23rd day of

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

EXHIBIT A TO ORDINANCE NO. 1439

[Real Estate Purchase Contract]

REAL ESTATE PURCHASE CONTRACT

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 Mary Alice Hayes, a <u>single</u> woman (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 "AS IS" ("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 <u>Structure of Sale</u>. Subject to the terms, conditions, and covenants of this Contract, the Buyer shall pay for the Property as prescribed under below.
- 2.2 <u>Purchase Price Paid in Full</u>. The total purchase price that Buyer agrees to pay for the Property is One Thousand Dollars (\$1,000.00), payable as follows:
- 2.2.1 <u>Earnest Money Deposit</u>. Buyer agrees to deposit into escrow Five Hundred Dollars (\$500.00) as an earnest money deposit upon acceptance of this Contract by both parties.
- 2.2.2 <u>Cash Due at Closing</u>. The balance of the purchase price, plus any closing costs payable by Buyer, to be deposited into escrow on or before the Closing Date (as defined in paragraph 4).
- 2.2.3 <u>Disbursements</u>. Upon Closing, all amounts paid shall be the sole property of the Seller.
- 2.3 <u>Earnest Money Provisions</u>. 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 Contract, 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 <u>Non-Refundable Nature of Earnest Money Deposit.</u> The earnest money deposit shall be non-refundable, except as otherwise provided herein.



3. TITLE AND SURVEY MATTERS

- 3.1 <u>Preliminary Title Report</u>. 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 <u>Survey</u>. 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 <u>Due Diligence Period</u>. For a period ending at 5:00 p.m. (local time, Winslow, Arizona) on the date that is ten (10) days following the Opening of Escrow ("Due Diligence Period"), Buyer will have the absolute right to cancel this Contract 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 Contract 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 Contract shall terminate.
- 3.4 <u>Deed</u>. 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 <u>Title Policy</u>. 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 twenty (20) 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. <u>Closing Costs and Prorations</u>. All closing costs, except for Seller's brokers compensation, and any real estate taxes and assessments, property owners' association assessments, irrigation assessments, and similar charges, shall be paid by Buyer as of the closing, based upon the latest available information.



4.3 Property Sold "As-Is." Except as may be expressly provided in this Contract, 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 Contract 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 Contract. 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 <u>Possession</u>. 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 Contract.
- 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 Contract 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 <u>Risk of Loss</u>. Except as provided in Section 5.1 of this Contract, all risk of loss related to ownership and possession of the Property shall be the responsibility of the Seller until the title and possession of the Property passes to the Buyer at Close of Escrow.

6. REPRESENTATIONS AND WARRANTIES

- 6.1 Seller's Representations and Warranties. Seller represents and warrants to Buyer that:
- 6.1.1 <u>Authority</u>. Seller has full power and authority to entire into this Contract and complete the purchase and sale transaction contemplated herein.



- 6.1.2 <u>Binding Agreement</u>. Upon Seller's execution of this Contract, this Contract shall be binding and enforceable against Seller in accordance with its terms. Upon Seller's execution of the additional documents contemplated by this Contract, 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 <u>Authority</u>. Buyer has full power and authority to enter into this Contract and contemplate the purchase and sale transaction contemplated herein.
- 6.2.2 <u>Binding Agreement</u>. Upon Buyer's execution of this Contract, this Contract shall be binding and enforceable against Buyer in accordance with its terms. Upon Buyer's execution of the additional documents contemplated by this Contract, the additional documents shall be binding and enforceable against Buyer in accordance with their terms.
- 6.3 <u>Survival</u>. Each of the representations and warranties contained in this Section will survive the Closing.
- 6.4 <u>Release</u>. 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 Contract.

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 by Seller. Under no circumstances shall Buyer be obligated to pay any portion of the commission or fee owed by Seller to its 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 Contract.

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 Contract.
- 8.2 <u>Buyer's Closing Documents</u>. 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 Contract, 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 Contract or to perform when due any other act required by this Contract, Seller's sole and exclusive remedy shall be to cancel this Contract. 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. <u>Buyer's Remedies</u>. If Seller fails to perform when due any act required by this Contract to be performed, then Buyer shall have the right to cancel this Contract, 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 <u>Assignment; Binding Effect</u>. Neither Seller nor Buyer may assign any of its rights or obligations under this Contract without the other party's prior written consent. Subject to the foregoing, the provisions of this Contract are binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.
- 10.2 <u>Attorneys' Fees</u>. If any action is brought by either party in respect to its rights under this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and court costs as determined by the court.
- 10.3 <u>Waivers</u>. No waiver of any of the provisions of this Contract 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 Contract, no waiver shall be binding unless executed in writing by the party making the waiver. Either party may waive any provision of this Contract 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 Contract.



- 10.4 <u>Construction</u>. This Contract shall be construed according to Arizona law. References in this Contract to "Articles" and "Sections" are to the Articles and Sections of this Contract, unless otherwise noted.
 - 10.5 Time. Time is of the essence of this Contract.

10.6 <u>Notices</u>. 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: Mary Alice Hayes

201 Madison Street

Winslow, Arizona 86047

Escrow Agent: Pioneer Title Agency

300 West Third Street Winslow, Arizona 86047

ATTN: Hannah Gonzales, Escrow Agent

- 10.7 <u>Further Documentation</u>. 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 Contract.
- 10.8 <u>Headings and Counterparts</u>. The headings of this Contract are for purposes of reference only and shall not limit or define the meaning of any provision of this Contract. This Contract 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 <u>Severability</u>. The provisions of this Contract 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 Contract, which may remain in effect without the invalid provision or application.
- 10.10 <u>Applicable Law; Venue</u>. This Contract shall be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in Navajo County, Arizona.
- 10.11 <u>Conflict of Interest</u>. Seller and Buyer acknowledge that this Contract is subject to cancellation pursuant to the provisions of Arizona Revised Statutes § 38-511.
- 10.12. Entire Agreement. This Contract, which includes Exhibits 1 and 2, constitutes the entire agreement between the parties pertaining to the subject matter contained in this Contract. All prior and contemporaneous agreements, representations, and understandings of the parties, oral or written, are superseded by and merged in this Contract. No supplement, modification, or amendment of this Contract shall be binding unless in writing and executed by Buyer and Seller.

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

"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"	
By: Mary Alice Hayes Mary Alice Hayes	09/05/25
Mary Alice Hayes	Date

EXHIBIT 1

[Legal Description]

Navajo County Parcel No. 103-36-116

Lot 20, Block M, REPLAT FLICKINGER & BAUERBACH SUBDIVISION, according to Book 2 of Plats, page 36, records of Navajo County, Arizona.



EXHIBIT 2

[FORM OF DEED]

When Recorded Return to: Mary Alice Hayes 201 Madison Street Winslow, Arizona 86047

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

SPECIAL WARRANTY DEED

For the consideration of One Thousand Dollars (\$1,000.00), 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 Mary Alice Hayes, a single woman, 201 Madison Street, Winslow, Arizona 86047 ("Grantee"), the following real property situated in the County of Navajo, State of Arizona:

Navajo County Parcel No. 103-36-116

Lot 20, Block M, REPLAT FLICKINGER & BAUERBACH SUBDIVISION, according to Book 2 of Plats, page 36, 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 thisday of, 2025.	
GRAN	TOR:
	OF WINSLOW, ARIZONA, icipal corporation
Ву:	DO NOT SIGN David Coolidge, City Manager
ACKNOWLEDGEMENT	
STATE OF ARIZONA)) ss. County of Navajo)	
On this day of, 2025, personally appeared David Coolidge, City Manager municipal corporation, being so authorized to execu foregoing instrument for purposes therein contained basis of satisfactory evidence to be the persons who signed the Special Warranty Deed.	of the City of Winslow, Arizona, a te, who executed and acknowledged the and whose identity was proven to me on the
IN WITNESS WHEREOF, I hereunto set m	y hand and official seal.
Notary	DO NOT SIGN Public
My Commission Expires:	

[ADDITIONAL SIGNATURE ON FOLLOWING PAGE.]
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

EXHIBIT B TO ORDINANCE NO. 1439

LEGAL DESCRIPTION

Navajo County Parcel No. 103-36-116

Lot 20, Block M, REPLAT FLICKINGER & BAUERBACH SUBDIVISION, according to Book 2 of Plats, page 36, records of Navajo County, Arizona.

ORDINANCE NO. 1440

AN ORDINANCE OF THE COUNCIL OF THE CITY OF WINSLOW, ARIZONA, REPEALING ORDINANCE NO. 1437 RELATED TO THE SALE OF REAL PROPERTY TO THOMAS JOSEPH CURTIS AND AUTHORIZING THE SALE OF NAVAJO COUNTY ASSESSOR'S PARCEL NO. 103-36-044 TO RONALD E. LUCERO AND SYLVY GALVAN DE LUCERO; AND AUTHORIZING AND DIRECTING THE MAYOR, CITY MANAGER AND CITY ATTORNEY TO TAKE ALL ACTIONS NECESSARY TO TERMINATE THE ESCROW RELATED TO THE CURTIS SALE AND AUTHORIZING THEM TO COMPLETE THE TRANSACTION RELATED TO THE LUCERO SALE

WHEREAS, on July 22, 2025 the City Council approved Ordinance No. 1437 authorizing the sale of real property to Thomas Joseph Curtis. Mr. Curtis has advised the City Manager that he is unable to move forward with the sale.

WHEREAS, the City Council desires to repeal Ordinance No. 1437 authorizing the sale of Ordinance No. 103-36-044 to Mr. Curtis.

WHEREAS, the City Council has determined that the sale of real property identified as Navajo County Assessor's Parcel No. 103-36-044, which is located at 321 Jefferson Street, Winslow, Arizona, 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 described above to Ronald E. Lucero and Sylvy Galvan De Lucero; and

WHEREAS, the parties have reached an agreement regarding the terms and conditions of the sale which are included in the 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:

<u>SECTION 1</u>. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Ordinance No. 1437 is hereby repealed in its entirety.

SECTION 3. The City of Winslow is authorized to enter into the 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. 103-36-044, which is located at 321 Jefferson Street, Winslow, Arizona, which is legally described in **Exhibit B**, and to comply with the terms of said Contract.

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

<u>SECTION 5</u>. 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 23rd day of September, 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 the Winslow City Hall, 102 East Third Street, Winslow, Arizona 86047]

EXHIBIT A TO ORDINANCE NO. 1440

[Real Estate Purchase Contract]

REAL ESTATE PURCHASE CONTRACT

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 Ronald E. Lucero and Sylvy Galvan de Lucero, husband and wife, (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 "AS IS" ("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 <u>Structure of Sale</u>. Subject to the terms, conditions, and covenants of this Contract, the Buyer shall pay for the Property as prescribed under below.
- 2.2 <u>Purchase Price Paid in Full</u>. The total purchase price that Buyer agrees to pay for the Property is Eight Thousand Dollars (\$8,000.00), payable as follows:
- 2.2.1 <u>Earnest Money Deposit</u>. Buyer agrees to deposit into escrow One Thousand Dollars (\$1,000.00) as an earnest money deposit upon acceptance of this Contract by both parties.
- 2.2.2 <u>Cash Due at Closing</u>. The balance of the purchase price, plus any closing costs payable by Buyer, to be deposited into escrow on or before the Closing Date (as defined in paragraph 4).
- 2.2.3 <u>Disbursements</u>. Upon Closing, all amounts paid shall be the sole property of the Seller.
- 2.3 <u>Earnest Money Provisions</u>. 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 Contract, 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 <u>Non-Refundable Nature of Earnest Money Deposit.</u> The earnest money deposit shall be non-refundable, except as otherwise provided herein.

3. TITLE AND SURVEY MATTERS

- 3.1 <u>Preliminary Title Report</u>. 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 <u>Survey</u>. 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 <u>Due Diligence Period</u>. For a period ending at 5:00 p.m. (local time, Winslow, Arizona) on the date that is ten (10) days following the Opening of Escrow ("Due Diligence Period"), Buyer will have the absolute right to cancel this Contract 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 Contract 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 Contract shall terminate.
- 3.4 <u>Deed</u>. 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 <u>Exhibit 2</u>.
- 3.5 <u>Title Policy</u>. 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 twenty (20) 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. <u>Closing Costs and Prorations</u>. All closing costs, except for Seller's brokers compensation, and any real estate taxes and assessments, property owners' association assessments, irrigation assessments, and similar charges, shall be paid by Buyer as of the closing, based upon the latest available information.

4.3 Property Sold "As-Is." Except as may be expressly provided in this Contract, 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 Contract 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 Contract. 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 <u>Possession</u>. 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 Contract.
- 5.2 <u>Care of Premises</u>. 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 Contract 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 <u>Risk of Loss</u>. Except as provided in Section 5.1 of this Contract, all risk of loss related to ownership and possession of the Property shall be the responsibility of the Seller until the title and possession of the Property passes to the Buyer at Close of Escrow.

6. REPRESENTATIONS AND WARRANTIES

- 6.1 Seller's Representations and Warranties. Seller represents and warrants to Buyer that:
- 6.1.1 <u>Authority</u>. Seller has full power and authority to entire into this Contract and complete the purchase and sale transaction contemplated herein.

- 6.1.2 <u>Binding Agreement</u>. Upon Seller's execution of this Contract, this Contract shall be binding and enforceable against Seller in accordance with its terms. Upon Seller's execution of the additional documents contemplated by this Contract, the additional documents shall be binding and enforceable against Seller in accordance with their terms.
 - 6.2 <u>Buyer's Representations and Warranties</u>. Buyer represents and warrants to Seller that:
- 6.2.1 <u>Authority</u>. Buyer has full power and authority to enter into this Contract and contemplate the purchase and sale transaction contemplated herein.
- 6.2.2 <u>Binding Agreement</u>. Upon Buyer's execution of this Contract, this Contract shall be binding and enforceable against Buyer in accordance with its terms. Upon Buyer's execution of the additional documents contemplated by this Contract, the additional documents shall be binding and enforceable against Buyer in accordance with their terms.
- 6.3 <u>Survival</u>. Each of the representations and warranties contained in this Section will survive the Closing.
- 6.4 <u>Release</u>. 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 Contract.

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 by Seller. Under no circumstances shall Buyer be obligated to pay any portion of the commission or fee owed by Seller to its 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 Contract.

8. CLOSING DOCUMENTS

8.1 <u>Seller's Closing Documents</u>. 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 Contract.
- 8.2 <u>Buyer's Closing Documents</u>. 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 Contract, each of which shall have been duly executed and acknowledged, where appropriate.

9. <u>REMEDIES</u>

- 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 Contract or to perform when due any other act required by this Contract, Seller's sole and exclusive remedy shall be to cancel this Contract. 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. <u>Buyer's Remedies</u>. If Seller fails to perform when due any act required by this Contract to be performed, then Buyer shall have the right to cancel this Contract, 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 <u>Assignment; Binding Effect</u>. Neither Seller nor Buyer may assign any of its rights or obligations under this Contract without the other party's prior written consent. Subject to the foregoing, the provisions of this Contract are binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.
- 10.2 <u>Attorneys' Fees</u>. If any action is brought by either party in respect to its rights under this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and court costs as determined by the court.
- 10.3 <u>Waivers</u>. No waiver of any of the provisions of this Contract 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 Contract, no waiver shall be binding unless executed in writing by the party making the waiver. Either party may waive any provision of this Contract 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 Contract.

- 10.4 <u>Construction</u>. This Contract shall be construed according to Arizona law. References in this Contract to "Articles" and "Sections" are to the Articles and Sections of this Contract, unless otherwise noted.
 - 10.5 Time. Time is of the essence of this Contract.

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: Ronald E. and Sylvy Galvan de Lucero

1240 Burke Road

Las Cruces, New Mexico 88007

Escrow Agent: Pioneer Title Agency

300 West Third Street Winslow, Arizona 86047

ATTN: Hannah Gonzales, Escrow Agent

- 10.7 <u>Further Documentation</u>. 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 Contract.
- 10.8 <u>Headings and Counterparts</u>. The headings of this Contract are for purposes of reference only and shall not limit or define the meaning of any provision of this Contract. This Contract 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 <u>Severability</u>. The provisions of this Contract 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 Contract, which may remain in effect without the invalid provision or application.
- 10.10 <u>Applicable Law; Venue</u>. This Contract shall be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in Navajo County, Arizona.
- 10.11 <u>Conflict of Interest</u>. Seller and Buyer acknowledge that this Contract is subject to cancellation pursuant to the provisions of Arizona Revised Statutes § 38-511.
- 10.12. Entire Agreement. This Contract, which includes Exhibits 1 and 2, constitutes the entire agreement between the parties pertaining to the subject matter contained in this Contract. All prior and contemporaneous agreements, representations, and understandings of the parties, oral or written, are superseded by and merged in this Contract. No supplement, modification, or amendment of this Contract shall be binding unless in writing and executed by Buyer and Seller.

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

"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		

[ADDITIONAL SIGNATURES ON FOLLOWING PAGE.]

By:	·	
ъу	Ronald E. Lucero	Date
By:_	Sylvy Galvan de Lucero	Date

"BUYER"

EXHIBIT 1

[Legal Description]

Navajo County Parcel No. 103-36-044

The East ten feet (10') of Lot 11 and all of Lot 12, Block E, re-plat Flickinger & Bauerbach Subdivision, according to Book 2 of Plats, page 36, records of Navajo County, Arizona.

EXHIBIT 2

[FORM OF DEED]

When Recorded Return to: Ronald E. and Sylvy Galvan de Lucero 1240 Burke Road Las Crucas, New Mexico 88007

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

SPECIAL WARRANTY DEED

For the consideration of Eight Thousand Dollars (\$8,000.00), 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 Ronald E. Lucero and Sylvy Galvan de Lucero, 1240 Burke Road, Las Cruces, New Mexico 88007 ("Grantee"), the following real property situated in the County of Navajo, State of Arizona:

Navajo County Parcel No. 103-36-044

The East ten feet (10') of Lot 11 and all of Lot 12, Block E, re-plat Flickinger & Bauerbach Subdivision, according to Book 2 of Plats, page 36, 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.

Dated thisday 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:		

EXHIBIT B TO ORDINANCE NO. 1440

LEGAL DESCRIPTION

Navajo County Parcel No. 103-36-044

The East ten feet (10') of Lot 11 and all of Lot 12, Block E, re-plat Flickinger & Bauerbach Subdivision, according to Book 2 of Plats, page 36, records of Navajo County, Arizona.