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<https://us06web.zoom.us/j/86868663766?pwd=V3lHY3ZOZzVqU2ZlaG1kMmx3bzRPZz09> **OR BY**
CALLING 1-669-900-6833 (OR 1-346-248-7799) AND ENTERING MEETING ID NUMBER 868 6866
3766 FOLLOWED BY PASSCODE 465774.

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

AGENDA
NOTICE OF REGULAR MEETING
OF THE WINSLOW CITY COUNCIL

DECEMBER 10, 2024 – 6:30 P.M. ~ DOORS OPEN AT 6:00 P.M.

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the City Council of the City of Winslow, Arizona and to the general public that the Winslow City Council will hold a regular meeting on Tuesday, December 10, 2024 at 6:30 p.m. in the main hall of the Winslow Visitor's Center, 523 West Second Street, Winslow, Arizona. Members of the City Council will attend either in person or via Zoom. The public may be asked to temporarily relocate if an executive session occurs and will be invited back in when the City Council returns from executive session.

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

- B. Proclamation – Celebrating 1230 AM KINO Radio's 62 Years of Broadcasting Excellence
- C. Quarterly Northland Pioneer College (NPC) Report Which May Include Update on the 2025-2030 Strategic Planning Process, Spring 2025 Programs, Scholarship Opportunities and Little Colorado Campus Activities

7. STATUS REPORTS

- A. Verbal Status Report on Current City Activities by City Manager Which May Include Capital Project Updates and Upcoming City Programming
- B. Monthly Financial Report by Finance Director Which May Include Balances, Expenditures and Revenues in All Funds
- C. Quarterly Report by Fire Chief Which May Include Community Outreach Programs and Services
- D. Zoning Hearing Officer Status Report Regarding Conditional Use Permit Review for September – December 2024

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

- A. Discussion and/or Action to Approve the Check Register (Daniel Hendrix)
- B. Discussion and/or Action to Approve Minutes of the City Council Regular Meeting of November 12, 2024 and the City Council Special Meeting of November 19, 2024 (Suzy Wetzel)
- C. Discussion and/or Action to Reappoint Member to Airport Commission (David Coolidge)
- D. Discussion and/or Action to Appointment Member to Arts Council (David Coolidge)
- E. Discussion and/or Action to Approve Obligation of American Rescue Plan Act (ARPA) Funds (David Coolidge)
- F. Discussion and/or Action to Approve Resolution No. 1962 Adopting Community Facilities Districts Policies and Procedures (Trish Stuhan)
- G. Discussion and/or Action to Approve Ordinance No. 1419 Regarding Recreational Vehicle Code Changes 2024 Related to Parking and Storage of Travel Trailer, other Trailer, Motor Home, Watercraft and/or Recreational Vehicles (David Coolidge/Trish Stuhan)

9. COUNCIL CONSIDERATION AND POSSIBLE ACTION

- A. Discussion and/or Direction Regarding Recruitment Process for New Police Chief (David Coolidge/Trish Stuhan)
- B. Discussion and/or Direction Regarding Possible Amendment to Chapter 12.12 – Special Events, of the Municipal Code

- C. Discussion and/or Action Regarding Atlas Global Development Group, LLC's Proposal for a Winslow Commerce and Industrial Park Development related to the development of real property generally located South of the BNSF Rail Line, West of AZ-87, North of the Arizona State Prison Complex Winslow, and East of the Winslow Airport

1. Discussion Regarding Rezoning & Pre-Annexation Development Agreement

- a. *Staff Presentation Regarding Rezoning Request:* Request to Rezone Approximately 1479 Acres of Real Property for the "Winslow Commerce and Industrial Park", from Industrial Zoning District to PAD Planned Area Development District in Accordance with Chapter 17.50 of the Winslow City Code, and to Approve a Preliminary PAD Plan of Development for the Property (Jason Sanks)
- b. *Staff Presentation Regarding Pre-Annexation Development Agreement:* Consideration of terms for development (Trish Stuhan/David Coolidge)
- c. *Public Hearing Regarding Rezoning Request and Preliminary PAD:* All members of the public are invited to comment.
 - i. Mayor to Open Public Hearing and take Comments
 - ii. Mayor to Close Public Hearing
- d. *Applicant Comments:* Atlas Global Development Group, LLC may present information to the Council regarding the Rezoning Request and Pre-Annexation Development Agreement and answer questions from the Council

2. Council Action Regarding Zoning Application & Development Agreement

- a. Possible Action Regarding Resolution No. 1963 Approving a Pre-Annexation and Development Agreement (Trish Stuhan/David Coolidge)
- b. Possible Action Regarding Ordinance No. 1424 Approving a Preliminary PAD Plan. If the preliminary PAD is approved, the City will vest the PAD zoning in accordance with City Code Section 17.50.050 although no development may occur until a final PAD is approved by the Council (Jason Sanks)

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, 420 West Gilmore, Winslow, Arizona during regular library hours.

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

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

Office of the Mayor



Proclamation

**A PROCLAMATION OF THE MAYOR AND COUNCIL
OF THE CITY OF WINSLOW, ARIZONA,
CELEBRATING 1230 AM KINO RADIO'S
62 YEARS OF BROADCASTING EXCELLENCE**

WHEREAS, on Monday, December 17, 1962, 1230 AM KINO Radio signed on the air for the first time, bringing local radio broadcasting to the citizens of Winslow, Arizona; and

WHEREAS, throughout the years, the station has remained deeply committed to providing quality, innovative local communications and community services in Winslow and throughout Navajo County; and

WHEREAS, KINO Radio has been greatly enjoyed by many generations of Winslow citizens and local radio programming has continued under the steadfast, dedicated leadership and direction of Mr. Loy Engelhardt since June 4, 1976; and

WHEREAS, by celebrating this 62nd anniversary of 1230 AM KINO Radio, we also recognize the many years of value, importance and significance of the benefits of local news, sports and weather coverage; and

WHEREAS, KINO Radio has provided Winslow with not only critical, timely information but content that fosters family and community spirit; and

WHEREAS, these amazing and time-honored attributes are celebrated by an appreciative City and our administration and citizens alike share in the hope for continued broadcast days and familiar voices on the airwaves.

NOW, THEREFORE, be it resolved, that the Mayor & City Council do hereby celebrate 1230 AM KINO Radio's 62 Years of Broadcasting Excellence and extend our deepest gratitude for their contributions to the history of Winslow.

DATED this 10th day of December, 2024.

Mayor

ITEM 6B

Mayor
Roberta W. Cano

(928) 289-2422



Discover Winslow-A City in Motion

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

MEMORANDUM

TO: Mayor and City Council
FROM: City Finance Director
DATE: 10 December, 2024
RE: Financial Report-Through 31 October, 2024

Honorable Mayor and City Council members:

The finances for the City of Winslow, Arizona for the month of October, 2024 are as follows:

As of October 31, 2024 one-third, or 33.33% of the fiscal year has passed.

CITYWIDE:

Citywide revenues for the month of October, 2024 were \$1,721,805.78, bringing the City's total fiscal year-to-date (YTD) revenues to \$9,166,402.

Citywide expenditures for the month of October, 2024 were \$2,292,750, bringing the City's total fiscal year-to-date expenditures to \$9,953,203.

GENERAL FUND:

General Fund revenues for the month totaled \$755,741 bringing the YTD total to \$4,843,214 or 44% of budgeted revenues.

General Fund expenditures for the month totaled \$926,220 bringing the YTD total to \$3,997,253 or 36% of budgeted expenditures.

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

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ITEM 7B

HURF

HURF revenues for the month totaled \$132,951 bringing the YTD total to \$413,139 or 27% of budgeted revenues.

HURF expenditures for the month totaled \$119,267 bringing the YTD total to \$463,080 or 30% of budgeted expenditures.

ENTERPRISE FUNDS

WATER

Water revenues for the month totaled \$213,809 bringing the YTD total to \$921,363 or 15% of budgeted revenues.

Water expenditures for the month were \$199,103 bringing the YTD total to \$855,452 or 14% of budget expenditures.

SANITATION

Sanitation revenues for the month totaled \$98,297 bringing the YTD total to \$385,957 or 33% of budget revenues.

Sanitation expenditures for the month totaled \$112,393 bringing the YTD total to \$413,154 or 35% of budgeted expenditures.

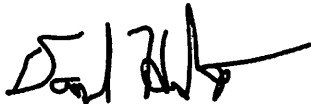
WASTEWATER

Wastewater revenues for the month totaled \$203,498 bringing the YTD total to \$787,399 for YTD or 26% of budgeted revenues.

Wastewater expenditures for the month totaled \$208,093 bringing the YTD total to \$1,263,231 or 42% of budgeted expenditures.

City revenues and expenditures are within expected variances for this point in our fiscal year. No adjustments are recommended at this time.

Sincerely,



Daniel Hendrix
Finance Director

CITY OF WINSLOW
Operational Budget Report
01 General Fund - 07/01/2024 to 10/31/2024
33.33% of the fiscal year has expired

	Prior YTD	Current Month	Current YTD	Annual Budget	Unearned/Unexpended	% Earned/Used
Change In Net Position						
Revenue:						
Taxes	1,356,553.45	294,221.61	1,431,105.97	5,039,180.00	3,608,074.03	28.40%
Licenses and permits	21,257.87	2,253.51	15,531.17	139,400.00	123,868.83	11.14%
Intergovernmental revenue	1,414,579.76	329,849.03	1,223,495.54	3,871,011.00	2,647,515.46	31.61%
Charges for services	139,597.23	29,171.40	129,578.81	369,800.00	240,221.19	35.04%
Fines and forfeitures	18,248.20	1,494.11	7,729.81	80,000.00	72,270.19	9.66%
Interest	89,222.49	18,024.21	72,101.90	325,000.00	252,898.10	22.19%
Miscellaneous revenue	14,002.31	1,830.84	13,576.10	282,500.00	268,923.90	4.81%
Contributions and transfers	138,204.00	78,896.00	1,950,094.71	950,000.00	(1,000,094.71)	205.27%
Total Revenue:	3,191,665.31	755,740.71	4,843,214.01	11,056,891.00	6,213,676.99	43.80%
Expenditures:						
General government						
Mayor and Council	53,479.33	6,238.76	59,554.69	148,460.00	88,905.31	40.11%
Court	83,189.87	1,805.95	83,242.39	131,080.00	47,837.61	63.51%
City Manager's Office	153,388.66	23,138.48	96,006.41	301,680.00	205,673.59	31.82%
City Clerk	47,921.22	10,800.72	50,169.68	174,470.00	124,300.32	28.76%
Attorney	45,880.20	14,500.00	46,951.50	175,500.00	128,548.50	26.75%
Finance	144,066.80	33,084.83	106,667.14	336,320.00	229,652.86	31.72%
Administrative Services	128,182.88	12,660.14	93,656.02	202,430.00	108,773.98	46.27%
Facilities	126,929.47	17,820.77	76,713.19	342,700.00	265,986.81	22.38%
Non-Departmental	310,185.53	92,872.79	343,580.17	850,800.00	507,219.83	40.38%
Total General government	1,093,223.96	212,922.44	956,541.19	2,663,440.00	1,706,898.81	35.91%
Public safety						
Police						
Civilian	324,523.85	75,378.64	340,434.60	1,122,860.00	782,425.40	30.32%
Sworn Officers	1,426,729.41	315,960.06	1,360,794.77	3,622,480.00	2,261,685.23	37.57%
Code Enforcement	42,769.71	10,562.95	44,551.07	130,120.00	85,568.93	34.24%
Animal Control	111,962.02	27,350.60	112,481.32	346,280.00	233,798.68	32.48%
207	1,998.98	0.00	276.40	0.00	(276.40)	0.00%
Total Police	1,907,983.97	429,252.25	1,858,538.16	5,221,740.00	3,363,201.84	35.59%
Fire	415,232.83	134,943.90	543,013.09	1,162,180.00	619,166.91	46.72%
Total Public safety	2,323,216.80	564,196.15	2,401,551.25	6,383,920.00	3,982,368.75	37.62%
Parks, recreation, and public property						
Library	107,161.65	24,713.80	104,650.61	335,030.00	230,379.39	31.24%
Recreation						
Recreation	42,506.07	12,874.92	41,628.50	129,600.00	87,971.50	32.12%
Pools/Aquatics	117,879.70	11,595.01	74,554.32	183,770.00	109,215.68	40.57%
Swim Lessons	1,289.30	0.00	54.80	8,530.00	8,475.20	0.64%
Swim Team	1,335.70	0.00	1,164.06	5,430.00	4,265.94	21.44%
Water Aerobics	39.98	200.49	858.99	650.00	(208.99)	132.15%
Men's Basketball	0.00	0.00	232.97	9,480.00	9,247.03	2.46%
Co-ed Softball	14,920.20	2,069.75	12,775.25	15,660.00	2,884.75	81.58%
Co-ed Volleyball	6,792.02	1,898.00	4,844.25	9,810.00	4,965.75	49.38%
Youth Basketball	200.00	0.00	0.00	21,770.00	21,770.00	0.00%
Total Recreation	184,962.97	28,638.17	136,113.14	384,700.00	248,586.86	35.38%
Parks	211,776.88	52,103.77	218,643.38	653,160.00	434,516.62	33.47%
Total Parks, recreation, and public prop	503,901.50	105,455.74	459,407.13	1,372,890.00	913,482.87	33.46%
Community and economic development						
Community Development	116,148.60	23,137.87	99,101.73	418,910.00	319,808.27	23.66%
Economic Development	54,270.39	20,507.95	80,651.86	348,440.00	267,788.14	23.15%
Total Community and economic develo	170,418.99	43,645.82	179,753.59	767,350.00	587,596.41	23.43%
Total Expenditures:	4,090,761.25	926,220.15	3,997,253.16	11,187,600.00	7,190,346.84	35.73%
Total Change In Net Position	(899,095.94)	(170,479.44)	845,960.85	(130,709.00)	(976,669.85)	-647.21%

CITY OF WINSLOW
Operational Budget Report
02 Airport Fund - 07/01/2024 to 10/31/2024
33.33% of the fiscal year has expired

	<u>Prior YTD</u>	<u>Current Month</u>	<u>Current YTD</u>	<u>Annual Budget</u>	<u>Unearned/ Unexpended</u>	<u>% Earned/ Used</u>
Income or Expense						
Income From Operations:						
Operating income	135,078.37	2,067.00	496,938.61	2,266,035.00	1,769,096.39	21.93%
Operating expense	156,266.51	14,854.82	26,755.43	2,260,550.00	2,233,794.57	1.18%
Total Income From Operations:	<u>(21,188.14)</u>	<u>(12,787.82)</u>	<u>470,183.18</u>	<u>5,485.00</u>	<u>(464,698.18)</u>	<u>8,572.16%</u>
Total Income or Expense	<u>(21,188.14)</u>	<u>(12,787.82)</u>	<u>470,183.18</u>	<u>5,485.00</u>	<u>(464,698.18)</u>	<u>8,572.16%</u>

CITY OF WINSLOW
Operational Budget Report
03 Water Fund - 07/01/2024 to 10/31/2024
33.33% of the fiscal year has expired

	<u>Prior YTD</u>	<u>Current Month</u>	<u>Current YTD</u>	<u>Annual Budget</u>	<u>Unearned/ Unexpended</u>	<u>% Earned/ Used</u>
Income or Expense						
Income From Operations:						
Operating income	1,938,935.39	213,808.90	921,363.29	5,962,170.00	5,040,806.71	15.45%
Operating expense	964,971.77	199,102.76	855,451.76	6,256,955.00	5,401,503.24	13.67%
Total Income From Operations:	<u>973,963.62</u>	<u>14,706.14</u>	<u>65,911.53</u>	<u>(294,785.00)</u>	<u>(360,696.53)</u>	<u>-22.36%</u>
Total Income or Expense	<u>973,963.62</u>	<u>14,706.14</u>	<u>65,911.53</u>	<u>(294,785.00)</u>	<u>(360,696.53)</u>	<u>-22.36%</u>

CITY OF WINSLOW
Operational Budget Report
04 Sanitation Fund - 07/01/2024 to 10/31/2024
33.33% of the fiscal year has expired

	Prior YTD	Current Month	Current YTD	Annual Budget	Unearned/Unexpended	% Earned/Used
Income or Expense						
Income From Operations:						
Operating income	360,539.14	98,297.16	385,957.15	1,170,000.00	784,042.85	32.99%
Operating expense	364,592.37	112,392.50	413,153.94	1,190,005.00	776,851.06	34.72%
Total Income From Operations:	(4,053.23)	(14,095.34)	(27,196.79)	(20,005.00)	7,191.79	135.95%
Total Income or Expense	(4,053.23)	(14,095.34)	(27,196.79)	(20,005.00)	7,191.79	135.95%

CITY OF WINSLOW
Operational Budget Report
05 Wastewater Fund - 07/01/2024 to 10/31/2024
33.33% of the fiscal year has expired

	Prior YTD	Current Month	Current YTD	Annual Budget	Unearned/ Unexpended	% Earned/ Used
Income or Expense						
Income From Operations:						
Operating income	881,363.86	203,498.31	787,398.70	3,020,621.00	2,233,222.30	26.07%
Operating expense	1,261,925.04	208,093.14	1,263,230.63	3,003,503.00	1,740,272.37	42.06%
Total Income From Operations:	(380,561.18)	(4,594.83)	(475,831.93)	17,118.00	492,949.93	-2,779.72%
Total Income or Expense	(380,561.18)	(4,594.83)	(475,831.93)	17,118.00	492,949.93	-2,779.72%

CITY OF WINSLOW
Operational Budget Report
07 Highway User Rev Fund (HURF) - 07/01/2024 to 10/31/2024
33.33% of the fiscal year has expired

	<u>Prior YTD</u>	<u>Current Month</u>	<u>Current YTD</u>	<u>Annual Budget</u>	<u>Unearned/ Unexpended</u>	<u>% Earned/ Used</u>
Change In Net Position						
Revenue:						
Intergovernmental revenue	576,966.27	132,618.56	411,752.42	1,517,847.00	1,106,094.58	27.13%
Interest	1,344.17	332.03	1,386.26	4,200.00	2,813.74	33.01%
Miscellaneous revenue	400.00	0.00	0.00	0.00	0.00	0.00%
Total Revenue:	578,710.44	132,950.59	413,138.68	1,522,047.00	1,108,908.32	27.14%
Expenditures:						
Highways and public improvements						
Highways	809,034.44	119,266.70	463,080.49	1,534,853.00	1,071,772.51	30.17%
Total Highways and public improvemen	809,034.44	119,266.70	463,080.49	1,534,853.00	1,071,772.51	30.17%
Total Expenditures:	809,034.44	119,266.70	463,080.49	1,534,853.00	1,071,772.51	30.17%
Total Change In Net Position	(230,324.00)	13,683.89	(49,941.81)	(12,806.00)	37,135.81	389.99%

CITY OF WINSLOW
Operational Budget Report
12 Fleet Maintenance Fund - 07/01/2024 to 10/31/2024
33.33% of the fiscal year has expired

	<u>Prior YTD</u>	<u>Current Month</u>	<u>Current YTD</u>	<u>Annual Budget</u>	<u>Unearned/Unexpended</u>	<u>% Earned/Used</u>
Change In Net Position						
Revenue:						
Contributions and transfers	80,638.22	55,637.68	88,807.75	615,000.00	526,192.25	14.44%
Total Revenue:	<u>80,638.22</u>	<u>55,637.68</u>	<u>88,807.75</u>	<u>615,000.00</u>	<u>526,192.25</u>	<u>14.44%</u>
Expenditures:						
Highways and public improvements						
Fleet	133,621.52	17,399.76	121,484.44	614,640.00	493,155.56	19.77%
Total Highways and public improvemen	<u>133,621.52</u>	<u>17,399.76</u>	<u>121,484.44</u>	<u>614,640.00</u>	<u>493,155.56</u>	<u>19.77%</u>
Total Expenditures:	<u>133,621.52</u>	<u>17,399.76</u>	<u>121,484.44</u>	<u>614,640.00</u>	<u>493,155.56</u>	<u>19.77%</u>
Total Change In Net Position	<u>(52,983.30)</u>	<u>38,237.92</u>	<u>(32,676.69)</u>	<u>360.00</u>	<u>33,036.69</u>	<u>-9,076.86%</u>

CITY OF WINSLOW
Operational Budget Report
13 Capital Projects Fund - 07/01/2024 to 10/31/2024
33.33% of the fiscal year has expired

	Prior YTD	Current Month	Current YTD	Annual Budget	Unearned/Unexpended	% Earned/Used
Change In Net Position						
Revenue:						
Taxes	958,794.96	235,672.07	982,537.07	2,920,000.00	1,937,462.93	33.65%
Interest	2,701.78	261.83	1,374.28	5,000.00	3,625.72	27.49%
Miscellaneous revenue	0.00	0.00	0.00	358,047.00	358,047.00	0.00%
Contributions and transfers	250,000.00	0.00	0.00	0.00	0.00	0.00%
Total Revenue:	1,211,496.74	235,933.90	983,911.35	3,283,047.00	2,299,135.65	29.97%
Expenditures:						
Capital Projects	661,235.45	122,296.30	1,128,003.24	5,461,349.00	4,333,345.76	20.65%
Total Expenditures:	661,235.45	122,296.30	1,128,003.24	5,461,349.00	4,333,345.76	20.65%
Total Change In Net Position	550,261.29	113,637.60	(144,091.89)	(2,178,302.00)	(2,034,210.11)	6.61%

CITY OF WINSLOW
Operational Budget Report
21 Grants Fund - 07/01/2024 to 10/31/2024
33.33% of the fiscal year has expired

	Prior YTD	Current Month	Current YTD	Annual Budget	Unearned/Unexpended	% Earned/Used
Change In Net Position						
Revenue:						
Intergovernmental revenue	1,688,511.25	22,371.34	229,619.64	594,700.00	365,080.36	38.61%
Miscellaneous revenue	6,949.00	1,480.00	10,307.83	15,000.00	4,692.17	68.72%
Contributions and transfers	0.00	0.00	0.00	141,000.00	141,000.00	0.00%
Total Revenue:	1,695,460.25	23,851.34	239,927.47	750,700.00	510,772.53	31.96%
Expenditures:						
Community and economic development						
Economic Development	53,239.69	26,282.95	63,012.38	120,278.00	57,265.62	52.39%
Total Community and economic develo	53,239.69	26,282.95	63,012.38	120,278.00	57,265.62	52.39%
Transit Grant	56,341.35	13,737.40	54,924.15	184,172.00	129,247.85	29.82%
Police Grants						
Vehicle Impound	359.00	0.00	8,340.90	39,000.00	30,659.10	21.39%
MCAT	49,123.54	10,486.28	48,320.76	128,606.00	80,285.24	37.57%
Other	0.00	0.00	0.00	108,480.00	108,480.00	0.00%
GOHS DUI	0.00	0.00	0.00	24,600.00	24,600.00	0.00%
GOHS STEP	0.00	0.00	0.00	14,761.00	14,761.00	0.00%
SRO	48,829.04	9,753.62	43,777.51	0.00	(43,777.51)	0.00%
DOJ COPS	61,447.82	0.00	0.00	0.00	0.00	0.00%
Total Police Grants	159,759.40	20,239.90	100,439.17	315,447.00	215,007.83	31.84%
American Rescue Plan	0.00	490,767.05	1,339,803.46	2,550,000.00	1,210,196.54	52.54%
Total Expenditures:	269,340.44	551,027.30	1,558,179.16	3,169,897.00	1,611,717.84	49.16%
Total Change In Net Position	1,426,119.81	(527,175.96)	(1,318,251.69)	(2,419,197.00)	(1,100,945.31)	54.49%

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

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

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

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

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

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

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

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

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

Highlights of Winslow Fire Department

Community Outreach

The Winslow Fire department works hard to bring meaningful programs and services to the citizens we serve. We also enjoy partnering with organizations and projects to provide events or programs that help make our communities special!

- **Fire & Life Safety Education**
The Authority's goal is to ensure that all citizens have access to lifesaving information and to help them develop skills to keep them safe through every stage of life.
- **Free Community Services**
Emergency response is at the core of the Authority's mission, so is providing quality customer service, fire prevention services and life safety education to its residents.

- **Annual Community Events**

The Authority hosts and participates in numerous community events throughout the year. These events are open and free to the public.

- **Fire Station and Apparatus Tours**

The Arizona Fire & Medical Authority would like you to be our guest! Playgroups, Neighborhood Watch groups, and individual families are welcome to make a scheduled tour time to visit any of the eight fire stations within the Authority.

- **Ride-Along Program**

If you are interested in seeing how firefighters and EMT's serve our communities on a daily basis or want to learn about working in the fire or EMS service, you may consider signing up for our Ride-Along Program.

Additionally, we have received a grant for Public education material for our community.

Thank you for letting me be part a of the City of Winslow and the Fire Chief.

Michael A. Duran

Fire Chief

Winslow Fire Department

December Quarterly Report by Fire Chief Michael Duran.

Mayor
Roberta W. Cano

(928) 289-2422



Discover Winslow-A City in Motion

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

AGENDA DATE: December 10, 2024

TO: City Council

FROM: Jason Sanks, Planning and Zoning Hearing Officer

SUBJECT: Discussion Item – City Council Quarterly Report on Conditional Use Permits and Annual Compliance Inspections (Section 17.68.020.E)

Per Section 17.68.020.E, the Planning and Zoning Hearing Officer (ZHO) may provide notice of the City's annual reviews of CUPs and respective compliance with their conditions of approval. The purpose of this notice is to keep the Council informed of activities related to the CUPs and whether enforcement action is actively taking place within the community for these conditional uses.

There is one CUP to report on for the Council at this time:

- 1) Winslow Rodeo Grounds – (Industrial zone) / CUP to Allow an RV Park, **ZHO approved on 11/14/2022 for a two-year time period**

Summary Report

- 1) Winslow Rodeo Grounds – The Property is currently developed as the Rodeo Grounds and a temporary RV workforce housing location with 20 spaces for workers doing construction on the wind farm. The additional 20 new spaces included for the CUP requested in 2022 were intended to be RV parking for future events at the Rodeo Grounds. Although the concept started as a temporary solution for workforce housing, it had expanded to include RV spots for special events, bringing the total number of spaces to 40. The temporary housing RV spaces may also one day convert to event parking once construction is completed. The existing temporary housing RV spaces are only 22' wide rather than a typical RV park which would require 25' wide spaces. Staff found at the time that this can be allowed to remain in its as-built form due to the temporary housing nature of this portion of the RV site. All of the new spaces that were approved meet the current standard of being 25' wide, per the site plan provided by the applicant.

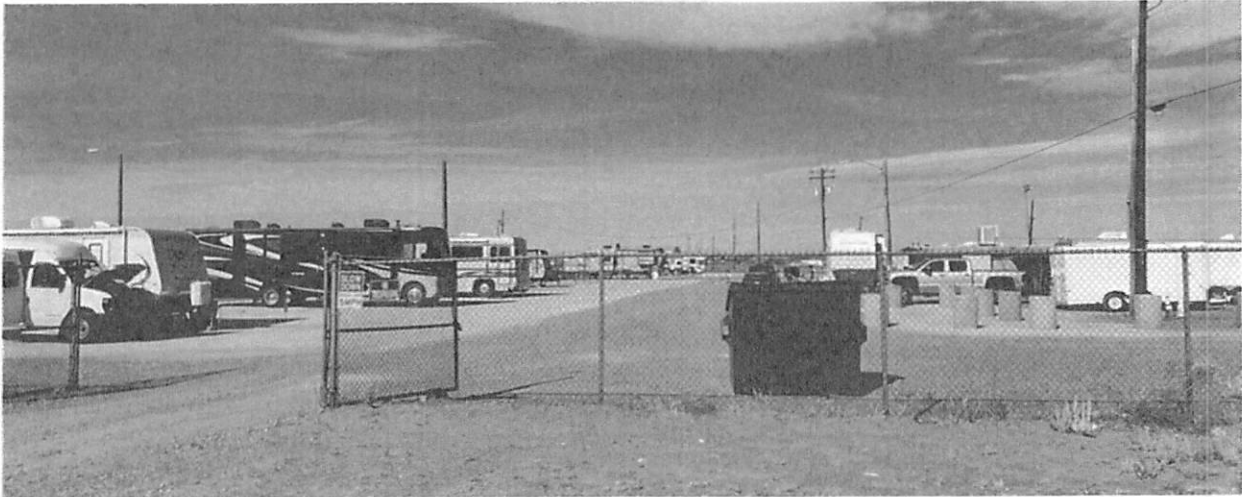
11/25/2024 Inspection Report – The applicant/operator needs to request re-evaluation and approval for the continued operation of the RV park since the two-year approval period is now expiring. City staff will send a courtesy reminder to apply for this. According to City records, the owner did submit and receive a permit for the installation and tie in of sewer piping connecting the RV Park to the city main sewer pipe. The installation inspections were completed and passed. Generally, the RV

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park appears to be in compliance with the CUP approval, pending its re-evaluation and approval.

Here is a photo from the site inspection for reference:



CITY OF WINSLOW
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All Bank Accounts - 11/10/2024 to 12/07/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
99 PRINTERS	109248	524	11/21/2024	11/21/2024	14.00	SAFETY SHIRTS	01820.040.50.3084 - uniforms & related	
99 PRINTERS	109248	524	11/21/2024	11/21/2024	14.00	SAFETY SHIRTS	04921.001.50.3084 - uniforms & related	
99 PRINTERS	109248	524	11/21/2024	11/21/2024	14.00	SAFETY SHIRTS	12940.065.50.3084 - uniforms/related it	
99 PRINTERS	109248	524	11/21/2024	11/21/2024	28.00	SAFETY SHIRTS	01830.022.50.3084 - uniforms & related	
99 PRINTERS	109248	524	11/21/2024	11/21/2024	28.00	SAFETY SHIRTS	07871.018.50.3084 - uniforms/related it	
99 PRINTERS	109248	524	11/21/2024	11/21/2024	48.30	SAFETY SHIRTS	03922.001.50.3084 - uniforms & related	
99 PRINTERS	109248	524	11/21/2024	11/21/2024	49.35	SAFETY SHIRTS	07871.055.50.3084 - uniforms/related it	
99 PRINTERS	109248	524	11/21/2024	11/21/2024	56.00	SAFETY SHIRTS	01825.001.50.3084 - uniforms & related	
99 PRINTERS	109248	524	11/21/2024	11/21/2024	56.35	SAFETY SHIRTS	05929.001.50.3084 - uniforms & related	
					\$308.00			
					\$308.00			
ADVANCED INFO SYSTEMS	109216	16599	11/14/2024	11/14/2024	650.44	OCT 2024 UTILITY BILLS	03922.001.50.3005 - postage	
ADVANCED INFO SYSTEMS	109216	16599	11/14/2024	11/14/2024	650.44	OCT 2024 UTILITY BILLS	04921.001.50.3005 - postage	
ADVANCED INFO SYSTEMS	109216	16599	11/14/2024	11/14/2024	650.45	OCT 2024 UTILITY BILLS	05929.001.50.3005 - postage	
					\$1,951.33			
ADVANCED INFO SYSTEMS	109296	16574	12/05/2024	12/05/2024	319.61	SEPT 2024 UTILITY BILLS	03922.001.20.2039 - other prof service	
ADVANCED INFO SYSTEMS	109296	16574	12/05/2024	12/05/2024	319.61	SEPT 2024 UTILITY BILLS	04921.001.20.2039 - other prof service	
ADVANCED INFO SYSTEMS	109296	16574	12/05/2024	12/05/2024	319.61	SEPT 2024 UTILITY BILLS	05929.001.20.2039 - other prof service	
					\$958.83			
					\$2,910.16			
AETNA LIFE INSURANCE COMPAN	EFT	Nov 2024	11/26/2024	11/26/2024	1,047.26	Aetna Voluntary Accident	0107073 - Payroll - Elective Benefits	
AETNA LIFE INSURANCE COMPAN	EFT	Nov 2024	11/26/2024	11/26/2024	1,340.10	Aetna Voluntary Critical Illness	0107073 - Payroll - Elective Benefits	
AETNA LIFE INSURANCE COMPAN	EFT	Nov 2024	11/26/2024	11/26/2024	1,520.61	Aetna Voluntary Hospital Premium	0107073 - Payroll - Elective Benefits	
					\$3,907.97			
					\$3,907.97			
AFLAC	109297	186650	12/05/2024	12/05/2024	1,065.68	HR/EMP DED 11/25/24	0107073 - Payroll - Elective Benefits	
					\$1,065.68			
AMAZON	109249	114-2101261-308	11/21/2024	11/21/2024	710.20	TOOLS AND EQUIPMENT FOR STREET DEPT	07871.055.50.3100 - small tools/minor	
AMAZON	109249	16LN-44DG-CXC	11/21/2024	11/21/2024	7.26	OFFICE SUPPLIES - DESK CALENDAR	01811.001.50.3299 - other supplies	
AMAZON	109249	16LN-44DG-CXC	11/21/2024	11/21/2024	13.89	OFFICE SUPPLIES - SCOTCH TAPE	01804.001.50.3299 - other supplies	
AMAZON	109249	16LN-44DG-CXC	11/21/2024	11/21/2024	26.99	OFFICE SUPPLIES - CLOCK	01801.001.50.3299 - other supplies	
AMAZON	109249	16LN-44DG-CXC	11/21/2024	11/21/2024	342.64	OFFICE SUPPLIES - SCOTCH TAPE	01806.001.50.3299 - other supplies	
AMAZON	109249	1TMY-3X71-9DP	11/21/2024	11/21/2024	55.80	2.0 FLASH DRIVE - CITY CLERK	01806.001.50.3299 - other supplies	
					\$1,156.78			
AMAZON	109298	1YPK-CF3D-GX1	12/05/2024	12/05/2024	1,421.50	BUSINESS PRIME MEMBERSHIP FEE	01888.001.25.2152 - membership/dues	
					\$2,578.28			
ARIZONA EMERGENCY PRODUCT	109283	INV0036051	11/27/2024	11/27/2024	43,853.62	PRISONER TRANSPORT VAN	21850.414.70.4001 - capital - vehicles	
					\$43,853.62			
ARIZONA STATE RETIREMENT SY	ACH	PR111724-221	11/21/2024	11/21/2024	61.00	Arizona State Retirement Misc	0107065 - Payroll - AZ State Retiremen	
ARIZONA STATE RETIREMENT SY	ACH	PR111724-221	11/21/2024	11/21/2024	581.04	Arizona State Retirement LTD	0107065 - Payroll - AZ State Retiremen	
ARIZONA STATE RETIREMENT SY	ACH	PR111724-221	11/21/2024	11/21/2024	3,048.40	Arizona State Retirement OT	0107065 - Payroll - AZ State Retiremen	
ARIZONA STATE RETIREMENT SY	ACH	PR111724-221	11/21/2024	11/21/2024	43,836.34	Arizona State Retirement	0107065 - Payroll - AZ State Retiremen	
ARIZONA STATE RETIREMENT SY	ACH	PR120124-221	12/05/2024	12/05/2024	61.00	Arizona State Retirement Misc	0107065 - Payroll - AZ State Retiremen	
ARIZONA STATE RETIREMENT SY	ACH	PR120124-221	12/05/2024	12/05/2024	606.58	Arizona State Retirement LTD	0107065 - Payroll - AZ State Retiremen	
ARIZONA STATE RETIREMENT SY	ACH	PR120124-221	12/05/2024	12/05/2024	3,964.66	Arizona State Retirement OT	0107065 - Payroll - AZ State Retiremen	
ARIZONA STATE RETIREMENT SY	ACH	PR120124-221	12/05/2024	12/05/2024	44,986.60	Arizona State Retirement	0107065 - Payroll - AZ State Retiremen	
					\$97,145.62			
					\$97,145.62			

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Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
AT&T MOBILITY	109299	27315854360X11	12/05/2024	12/05/2024	44.72	CITY WIDE CELL PHONES 10/19/24 - 11/18/24	12940.065.21.2050 - utilities	
AT&T MOBILITY	109299	27315854360X11	12/05/2024	12/05/2024	49.79	CITY WIDE CELL PHONES 10/19/24 - 11/18/24	21836.001.21.2050 - utilities	
AT&T MOBILITY	109299	27315854360X11	12/05/2024	12/05/2024	89.44	CITY WIDE CELL PHONES 10/19/24 - 11/18/24	07871.018.21.2050 - utilities	
AT&T MOBILITY	109299	27315854360X11	12/05/2024	12/05/2024	134.16	CITY WIDE CELL PHONES 10/19/24 - 11/18/24	21835.401.21.2050 - utilities	
AT&T MOBILITY	109299	27315854360X11	12/05/2024	12/05/2024	268.32	CITY WIDE CELL PHONES 10/19/24 - 11/18/24	07871.055.21.2050 - utilities	
AT&T MOBILITY	109299	27315854360X11	12/05/2024	12/05/2024	328.25	CITY WIDE CELL PHONES 10/19/24 - 11/18/24	03922.001.21.2050 - utilities	
AT&T MOBILITY	109299	27315854360X11	12/05/2024	12/05/2024	357.76	CITY WIDE CELL PHONES 10/19/24 - 11/18/24	05929.001.21.2050 - utilities	
AT&T MOBILITY	109299	27315854360X11	12/05/2024	12/05/2024	4,244.11	CITY WIDE CELL PHONES 10/19/24 - 11/18/24	01888.044.21.2060 - Phone/Internet	
					<u>\$5,516.55</u>			
					\$5,516.55			
AXON ENTERPRISE, INC.	109250	INUS298206	11/21/2024	11/21/2024	35,201.40	BUNDLE - OFFICER SAFETY PLAN	01850.034.23.2082 - Annual Support/W	
					<u>\$35,201.40</u>			
AZ DEPARTMENT OF REVENUE	ACH	PR111724-5765	11/21/2024	11/21/2024	7,532.44	State Income Tax	0107061 - Payroll - State Withholding	
AZ DEPARTMENT OF REVENUE	ACH	PR120124-5765	12/05/2024	12/05/2024	7,377.59	State Income Tax	0107061 - Payroll - State Withholding	
					<u>\$14,910.03</u>			
AZ DEPT. OF ECONOMIC SECURI	ACH	PR111724-21	11/21/2024	11/21/2024	531.15	Child Support AZ1	0107025 - Payable - ChildSupport/Garn	
AZ DEPT. OF ECONOMIC SECURI	ACH	PR120124-21	12/05/2024	12/05/2024	531.15	Child Support AZ1	0107025 - Payable - ChildSupport/Garn	
					<u>\$1,062.30</u>			
					\$1,062.30			
AZ MUNICIPAL RISK RETENTION	109217	40000893-09192	11/14/2024	11/14/2024	214.06	CITY WIDE INSURANCE 07/16/24 - 07/16/25	04921.001.27.2241 - property,auto, liab	
AZ MUNICIPAL RISK RETENTION	109217	40000893-09192	11/14/2024	11/14/2024	214.06	CITY WIDE INSURANCE 07/16/24 - 07/16/25	08818.001.27.2241 - property,auto, liab	
AZ MUNICIPAL RISK RETENTION	109217	40000893-09192	11/14/2024	11/14/2024	1,498.42	CITY WIDE INSURANCE 07/16/24 - 07/16/25	07871.055.27.2241 - property, auto, lia	
AZ MUNICIPAL RISK RETENTION	109217	40000893-09192	11/14/2024	11/14/2024	3,853.08	CITY WIDE INSURANCE 07/16/24 - 07/16/25	03922.001.27.2241 - property,auto, liab	
AZ MUNICIPAL RISK RETENTION	109217	40000893-09192	11/14/2024	11/14/2024	7,492.10	CITY WIDE INSURANCE 07/16/24 - 07/16/25	01888.001.27.2241 - property,auto, liab	
AZ MUNICIPAL RISK RETENTION	109217	40000893-09192	11/14/2024	11/14/2024	8,134.28	CITY WIDE INSURANCE 07/16/24 - 07/16/25	05929.001.27.2241 - property,auto, liab	
					<u>\$21,406.00</u>			
					\$21,406.00			
AZ PUBLIC SERVICE	ACH	0332931000-11.1	11/21/2024	11/21/2024	6,468.22	CITY ST LTS 10/11/24 - 11/13/24	07871.055.21.2050 - utilities	
					<u>\$6,468.22</u>			
AZ STATE PRISON-WINSLOW	109218	W015722241108	11/14/2024	11/14/2024	97.00	ASPC-WINSLOW INMATE LABOR 10/19/24 - 11/01	01825.001.20.2040 - non-professional	
AZ STATE PRISON-WINSLOW	109284	W015519241122	11/27/2024	11/27/2024	72.00	ASPC-WINSLOW INMATE LABOR 11/02/24 - 11/15	01825.001.20.2040 - non-professional	
AZ STATE PRISON-WINSLOW	109300	WWINS1124	12/05/2024	12/05/2024	175.54	ASPC-WINSLOW INMATE LABOR MILEAGE 11/01	01825.032.20.2040 - Non professional	
					<u>\$344.54</u>			
BACKFLOW SOLUTIONS INC	109251	9690	11/21/2024	11/21/2024	495.00	BACKFLOW ANNUAL SUBSCRIPTION FEE	03922.001.23.2082 - Annual Support/W	
					<u>\$495.00</u>			
BARTON ARCHITECTURE, PLLC	109301	21-017-12	12/05/2024	12/05/2024	3,780.00	ARCHITECTURAL SERVICES WINSLOW PUBLIC	21855.001.80.4100 - Capital - buildings	
					<u>\$3,780.00</u>			
CALABAZA, DARRELL	109219	11082024	11/14/2024	11/14/2024	67.00	TRAVEL REIMBURSEMENT 11/15/24 - 11/16/24	03922.001.25.2151 - travel/lodging/me	
CALABAZA, DARRELL	109252	11182024	11/21/2024	11/21/2024	54.00	TRAVEL REIMBURSEMENT 11/22/24 - 11/23/24	03922.001.25.2151 - travel/lodging/me	
					<u>\$121.00</u>			
CALDWELL, FRANKLIN	109302	112224	12/05/2024	12/05/2024	260.00	PSPRS PREMIUM INSURANCE STIPEND REIMB	0107040 - Deposits	
					<u>\$260.00</u>			

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Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
CALIFORNIA STATE	ACH	PR111724-5766	11/21/2024	11/21/2024	414.57	Child Support CA1	0107025 - Payable - ChildSupport/Gam	
CALIFORNIA STATE	ACH	PR120124-5766	12/05/2024	12/05/2024	342.97	Child Support CA1	0107025 - Payable - ChildSupport/Gam	
					<u>\$757.54</u>			
					\$757.54			
CAMERON, HILDEBRAND	109220	RFD 14478002.1	11/01/2024	11/14/2024	114.13	Deposit Refund: 14478002 - CAMERON, HILDEBR	0307040 - Utility Customer Deposits	
					<u>\$114.13</u>			
CARLSON, CASSANDRA	109285	11262024	11/27/2024	11/27/2024	50.00	GSH DEPOSIT REFUND 11/23/24	0107040 - Deposits	
					<u>\$50.00</u>			
CASEY'S	109253	FACILITIES OCT	11/21/2024	11/21/2024	3.37	FACILITIES OCTOBER 2024	01825.040.50.3299 - other supplies	
CASEY'S	109253	FACILITIES OCT	11/21/2024	11/21/2024	16.59	FACILITIES OCTOBER 2024	01850.034.50.3299 - other supplies	
CASEY'S	109253	FACILITIES OCT	11/21/2024	11/21/2024	23.92	FACILITIES OCTOBER 2024	01830.022.20.2041 - General Repairs	
CASEY'S	109253	FACILITIES OCT	11/21/2024	11/21/2024	33.41	FACILITIES OCTOBER 2024	01825.001.50.3299 - other supplies	
CASEY'S	109253	FACILITIES OCT	11/21/2024	11/21/2024	99.54	FACILITIES OCTOBER 2024	01850.125.50.3299 - other supplies	
CASEY'S	109253	FACILITIES OCT	11/21/2024	11/21/2024	244.94	FACILITIES OCTOBER 2024	01830.022.50.3299 - other supplies	
CASEY'S	109253	FACILITIES OCT	11/21/2024	11/21/2024	274.22	FACILITIES OCTOBER 2024	01830.022.50.3100 - small tools/minor	
CASEY'S	109253	PARKS OCTOBE	11/21/2024	11/21/2024	9.94	PARKS OCTOBER 2024	01825.040.50.3299 - other supplies	
CASEY'S	109253	PARKS OCTOBE	11/21/2024	11/21/2024	225.11	PARKS OCTOBER 2024	01825.001.20.2041 - General Repairs	
CASEY'S	109253	PARKS OCTOBE	11/21/2024	11/21/2024	252.91	PARKS OCTOBER 2024	01825.032.50.3100 - small tools/minor	
CASEY'S	109253	PARKS OCTOBE	11/21/2024	11/21/2024	365.40	PARKS OCTOBER 2024	01825.001.50.3100 - small tools/minor	
CASEY'S	109253	PARKS OCTOBE	11/21/2024	11/21/2024	683.84	PARKS OCTOBER 2024	01825.032.50.3299 - other supplies	
CASEY'S	109253	PARKS OCTOBE	11/21/2024	11/21/2024	1,067.13	PARKS OCTOBER 2024	01825.001.50.3299 - other supplies	
CASEY'S	109253	PARKS OCTOBE	11/21/2024	11/21/2024	2,113.95	PARKS OCTOBER 2024	01825.040.50.3299 - chemical supplies	
CASEY'S	109253	ROADSIDE OCT	11/21/2024	11/21/2024	54.49	ROADSIDE OCTOBER 2024	07871.018.50.3299 - other supplies	
CASEY'S	109253	ROADSIDE OCT	11/21/2024	11/21/2024	243.05	ROADSIDE OCTOBER 2024	07871.018.50.3100 - small tools/minor	
CASEY'S	109253	STREETS OCTO	11/21/2024	11/21/2024	249.38	STREETS OCTOBER 2024	07871.055.50.3100 - small tools/minor	
CASEY'S	109253	STREETS OCTO	11/21/2024	11/21/2024	593.61	STREETS OCTOBER 2024	07871.055.50.3299 - other supplies	
CASEY'S	109253	WATER OCTOBE	11/21/2024	11/21/2024	203.07	WATER OCTOBER 2024	03922.001.20.2041 - General Repairs	
CASEY'S	109253	WATER OCTOBE	11/21/2024	11/21/2024	207.60	WATER OCTOBER 2024	03922.001.50.3299 - other supplies	
CASEY'S	109253	WATER OCTOBE	11/21/2024	11/21/2024	512.51	WATER OCTOBER 2024	03922.001.50.3100 - small tools/minor	
CASEY'S	109253	WW OCTOBER 2	11/21/2024	11/21/2024	187.41	WW OCTOBER 2024	05929.001.50.3299 - other supplies	
					<u>\$7,665.39</u>			
					\$7,665.39			
CENTURYLINK	109303	12042024	12/05/2024	12/05/2024	99.41	T1 MPLS CIRCUIT 11/22/24 - 12/21/24	01850.034.20.2039 - other prof.service	
					<u>\$99.41</u>			
CHATWIN, REESE	109254	623604	11/21/2024	11/21/2024	16.00	WINDOW PANE CLEANING 11/19/24	01830.022.20.2039 - other prof.service	
CHATWIN, REESE	109254	623604	11/21/2024	11/21/2024	288.00	WINDOW PANE CLEANING 11/19/24	01830.022.20.2039 - other prof.service	
					<u>\$304.00</u>			
					\$304.00			
CHEE, CODY	109221	RFD 1001440.11	11/01/2024	11/14/2024	97.09	Deposit Refund: 1001440 - CHEE, CODY	0307040 - Utility Customer Deposits	
					<u>\$97.09</u>			
CINTAS	109222	4209611625	11/14/2024	11/14/2024	32.08	UNIFORMS - 10/28/24	07871.018.50.3084 - uniforms/related it	
CINTAS	109222	4209611625	11/14/2024	11/14/2024	38.94	UNIFORMS - 10/28/24	01830.022.50.3084 - uniforms & related	
CINTAS	109222	4209611625	11/14/2024	11/14/2024	96.19	UNIFORMS - 10/28/24	01825.001.50.3084 - uniforms & related	
CINTAS	109222	4209611625	11/14/2024	11/14/2024	97.63	UNIFORMS - 10/28/24	07871.055.50.3084 - uniforms/related it	
CINTAS	109222	4209611628	11/14/2024	11/14/2024	26.74	UNIFORMS - 10/28/24	04921.001.50.3084 - uniforms & related	
CINTAS	109222	4209611628	11/14/2024	11/14/2024	56.89	UNIFORMS - 10/28/24	12940.065.50.3084 - uniforms/related it	
CINTAS	109222	4209611628	11/14/2024	11/14/2024	104.28	UNIFORMS - 10/28/24	03922.001.50.3084 - uniforms & related	
CINTAS	109222	4209611628	11/14/2024	11/14/2024	105.69	UNIFORMS - 10/28/24	05929.001.50.3084 - uniforms & related	
					<u>\$558.44</u>			

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CINTAS	109255	4210352380	11/21/2024	11/21/2024	25.10	UNIFORMS - 11/04/24	04921.001.50.3084 - uniforms & related	
CINTAS	109255	4210352380	11/21/2024	11/21/2024	55.25	UNIFORMS - 11/04/24	12940.065.50.3084 - uniforms/related it	
CINTAS	109255	4210352380	11/21/2024	11/21/2024	93.56	UNIFORMS - 11/04/24	05929.001.50.3084 - uniforms & related	
CINTAS	109255	4210352380	11/21/2024	11/21/2024	96.17	UNIFORMS - 11/04/24	03922.001.50.3084 - uniforms & related	
CINTAS	109255	4210352643	11/21/2024	11/21/2024	32.07	UNIFORMS - 11/04/24	07871.018.50.3084 - uniforms/related it	
CINTAS	109255	4210352643	11/21/2024	11/21/2024	41.37	UNIFORMS - 11/04/24	01830.022.50.3084 - uniforms & related	
CINTAS	109255	4210352643	11/21/2024	11/21/2024	96.90	UNIFORMS - 11/04/24	01825.001.50.3084 - uniforms & related	
CINTAS	109255	4210352643	11/21/2024	11/21/2024	98.63	UNIFORMS - 11/04/24	07871.055.50.3084 - uniforms/related it	
CINTAS	109255	4211081235	11/21/2024	11/21/2024	25.10	UNIFORMS - 11/11/24	04921.001.50.3084 - uniforms & related	
CINTAS	109255	4211081235	11/21/2024	11/21/2024	55.25	UNIFORMS - 11/11/24	12940.065.50.3084 - uniforms/related it	
CINTAS	109255	4211081235	11/21/2024	11/21/2024	93.56	UNIFORMS - 11/11/24	05929.001.50.3084 - uniforms & related	
CINTAS	109255	4211081235	11/21/2024	11/21/2024	96.17	UNIFORMS - 11/11/24	03922.001.50.3084 - uniforms & related	
CINTAS	109255	4211081364	11/21/2024	11/21/2024	32.07	UNIFORMS - 11/11/24	07871.018.50.3084 - uniforms/related it	
CINTAS	109255	4211081364	11/21/2024	11/21/2024	41.37	UNIFORMS - 11/11/24	01830.022.50.3084 - uniforms & related	
CINTAS	109255	4211081364	11/21/2024	11/21/2024	96.90	UNIFORMS - 11/11/24	01825.001.50.3084 - uniforms & related	
CINTAS	109255	4211081364	11/21/2024	11/21/2024	98.63	UNIFORMS - 11/11/24	07871.055.50.3084 - uniforms/related it	
					\$1,078.10			
CINTAS	109304	4211894478	12/05/2024	12/05/2024	32.07	UNIFORMS - 11/18/24	07871.018.50.3084 - uniforms/related it	
CINTAS	109304	4211894478	12/05/2024	12/05/2024	41.37	UNIFORMS - 11/18/24	01830.022.50.3084 - uniforms & related	
CINTAS	109304	4211894478	12/05/2024	12/05/2024	96.90	UNIFORMS - 11/18/24	01825.001.50.3084 - uniforms & related	
CINTAS	109304	4211894478	12/05/2024	12/05/2024	98.63	UNIFORMS - 11/18/24	07871.055.50.3084 - uniforms/related it	
CINTAS	109304	4211894497	12/05/2024	12/05/2024	25.11	UNIFORMS - 11/18/24	04921.001.50.3084 - uniforms & related	
CINTAS	109304	4211894497	12/05/2024	12/05/2024	55.27	UNIFORMS - 11/18/24	12940.065.50.3084 - uniforms/related it	
CINTAS	109304	4211894497	12/05/2024	12/05/2024	92.72	UNIFORMS - 11/18/24	05929.001.50.3084 - uniforms & related	
CINTAS	109304	4211894497	12/05/2024	12/05/2024	96.23	UNIFORMS - 11/18/24	03922.001.50.3084 - uniforms & related	
CINTAS	109304	4212521400	12/05/2024	12/05/2024	25.11	UNIFORMS - 11/22/24	04921.001.50.3084 - uniforms & related	
CINTAS	109304	4212521400	12/05/2024	12/05/2024	55.27	UNIFORMS - 11/22/24	12940.065.50.3084 - uniforms/related it	
CINTAS	109304	4212521400	12/05/2024	12/05/2024	92.72	UNIFORMS - 11/22/24	05929.001.50.3084 - uniforms & related	
CINTAS	109304	4212521400	12/05/2024	12/05/2024	96.23	UNIFORMS - 11/22/24	03922.001.50.3084 - uniforms & related	
CINTAS	109304	4212521507	12/05/2024	12/05/2024	32.07	UNIFORMS - 11/22/24	07871.018.50.3084 - uniforms/related it	
CINTAS	109304	4212521507	12/05/2024	12/05/2024	41.37	UNIFORMS - 11/22/24	01830.022.50.3084 - uniforms & related	
CINTAS	109304	4212521507	12/05/2024	12/05/2024	96.90	UNIFORMS - 11/22/24	01825.001.50.3084 - uniforms & related	
CINTAS	109304	4212521507	12/05/2024	12/05/2024	98.63	UNIFORMS - 11/22/24	07871.055.50.3084 - uniforms/related it	
					\$1,076.60			
					\$2,713.14			
CITY OF WINSLOW	109223	1001454	11/14/2024	11/14/2024	214.83	UTILITY ASSISTANCE 11/13/24	2107306 - Utility Assistance ARPA Fun	
					\$214.83			
CODE PUBLISHING CO.	109305	GC00127872	12/05/2024	12/05/2024	830.00	ANNUAL WEB FEES WEB UPDATE ANNUAL FEE	01806.001.20.2039 - other prof.service	
					\$830.00			
COLONIAL	ACH	PR110324-53	11/07/2024	11/25/2024	17.33	Colonial Post Tax	0107073 - Payroll - Elective Benefits	
COLONIAL	ACH	PR111724-53	11/21/2024	11/25/2024	17.33	Colonial Post Tax	0107073 - Payroll - Elective Benefits	
					\$34.66			
					\$34.66			
COREY, UBBEN	109306	RFD 11560004.1	12/02/2024	12/05/2024	23.85	Deposit Refund: 11560004 - COREY, UBBEN	0307040 - Utility Customer Deposits	
					\$23.85			
CXTEC	109256	7255343	11/21/2024	11/21/2024	525.36	SLIM CLEAR BOOT PINK CABLE	01888.044.23.2082 - Annual Support/W	
					\$525.36			
DELL MARKETING L.P.	109286	10776506796	11/27/2024	11/27/2024	1,047.60	DOCK AND BASE	01850.034.50.3100 - small tools/minor	
					\$1,047.60			

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DYNA ROCK LLC	109257	DR2024-127	11/21/2024	11/21/2024	910.58	LIMESTONE ABC WASHED SAND 11/07/24	03922.001.50.3299 - other supplies	
					\$910.58			
ENTERPRISE NETWORKS SOLUTI	109224	INV14544	11/14/2024	11/14/2024	1,528.28	FORTINET 10X - AZDPS ROUTER	01850.034.23.2082 - Annual Support/W	
					\$1,528.28			
ESTRADA, ELENA	109307	120324	12/05/2024	12/05/2024	50.00	GSH DEPOSIT REFUND 11/30/24	0107040 - Deposits	
					\$50.00			
EVER GREEN ENVIRONMENTAL	109308	103107	12/05/2024	12/05/2024	1,100.00	AIR SAMPLING - WINSLOW POOL	01825.001.20.2039 - other prof. service	
					\$1,100.00			
EXTERMINATING SPECIALIST	109309	103024	12/05/2024	12/05/2024	75.00	EXTERMINATING SERVICES - OCT 2024	03922.001.20.2039 - other prof service	
EXTERMINATING SPECIALIST	109309	103024	12/05/2024	12/05/2024	79.00	EXTERMINATING SERVICES - OCT 2024	01850.125.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	109309	103024	12/05/2024	12/05/2024	93.00	EXTERMINATING SERVICES - OCT 2024	01819.001.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	109309	103024	12/05/2024	12/05/2024	146.00	EXTERMINATING SERVICES - OCT 2024	01850.034.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	109309	103024	12/05/2024	12/05/2024	158.00	EXTERMINATING SERVICES - OCT 2024	05929.001.20.2039 - other prof service	
EXTERMINATING SPECIALIST	109309	103024	12/05/2024	12/05/2024	165.00	EXTERMINATING SERVICES - OCT 2024	01860.001.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	109309	103024	12/05/2024	12/05/2024	284.00	EXTERMINATING SERVICES - OCT 2024	01830.022.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	109309	103024	12/05/2024	12/05/2024	359.00	EXTERMINATING SERVICES - OCT 2024	01825.001.20.2039 - other prof. service	
					\$1,359.00			
					\$1,359.00			
FIREMEN'S RELIEF & PENSION	109287	112124	11/27/2024	11/27/2024	15.76	HR/FD ON CALL 11/21/24	0107069 - Payroll - On Call Fire Pensio	
					\$15.76			
FORTICALL	109310	49791	12/05/2024	12/05/2024	685.18	VOICE SERVICES - 12/01/24 - 12/31/24	01888.044.21.2060 - Phone/Internet	
					\$685.18			
FREIGHTLINER OF ARIZONA LLC	109226	RA330015149:01	11/14/2024	11/14/2024	689.17	MAINTENANCE ON ENGINE 21	01860.001.20.2039 - other prof.service	
					\$689.17			
GARCIA, JOSEPH	109227	11122024	11/14/2024	11/14/2024	50.00	GSH DEPOSIT REFUND 11/09/24	0107040 - Deposits	
					\$50.00			
GONZALES, MARIO	109228	11082024	11/14/2024	11/14/2024	67.00	TRAVEL REIMBURSEMENT 11/15/24 - 11/16/24	03922.001.25.2151 - travel/lodging/me	
GONZALES, MARIO	109288	11182024	11/27/2024	11/27/2024	54.00	TRAVEL REIMBURSEMENT 11/23/24	03922.001.25.2151 - travel/lodging/me	
					\$121.00			
HAKES, WILFRED	109258	643	11/21/2024	11/21/2024	42.68	COURT RESTITUTION 11/18/24	0107011 - Court Fees and Fines Payab	
					\$42.68			
HEINFELD MEECH & CO P.C.	109289	106887	11/27/2024	11/27/2024	978.95	FY24 AUDIT SERVICES	03922.001.20.2039 - other prof service	
HEINFELD MEECH & CO P.C.	109289	106887	11/27/2024	11/27/2024	978.95	FY24 AUDIT SERVICES	05929.001.20.2039 - other prof service	
HEINFELD MEECH & CO P.C.	109289	106887	11/27/2024	11/27/2024	978.95	FY24 AUDIT SERVICES	07871.055.20.2039 - other prof.service	
HEINFELD MEECH & CO P.C.	109289	106887	11/27/2024	11/27/2024	3,426.31	FY24 AUDIT SERVICES	04921.001.20.2039 - other prof service	
HEINFELD MEECH & CO P.C.	109289	106887	11/27/2024	11/27/2024	3,915.79	FY24 AUDIT SERVICES	08818.001.20.2039 - other prof.service	
HEINFELD MEECH & CO P.C.	109289	106887	11/27/2024	11/27/2024	17,621.05	FY24 AUDIT SERVICES	01810.020.20.2039 - other prof.service	
					\$27,900.00			
					\$27,900.00			
HENLING TECH CONSULTING	109311	137	12/05/2024	12/05/2024	2,000.00	CONTRACT WORK - NOV 2024	01888.044.20.2039 - other prof.service	
HENLING TECH CONSULTING	109311	138 11/28/24	12/05/2024	12/05/2024	546.05	NVR PRO	01888.044.50.3299 - other supplies	
					\$2,546.05			
					\$2,546.05			

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HERNANDEZ, MERINA	109259	11192024	11/21/2024	11/21/2024	50.00	GSH DEPOSIT REFUND 11/16/24	0107040 - Deposits	
					\$50.00			
HSA BANK	ACH	PR111724-5769	11/21/2024	11/21/2024	1,138.58	HSA ES	0107082 - Payroll- Health Savings Acct	
HSA BANK	ACH	PR111724-5769	11/21/2024	11/21/2024	1,647.58	HSA EF	0107082 - Payroll- Health Savings Acct	
HSA BANK	ACH	PR111724-5769	11/21/2024	11/21/2024	2,137.15	HSA EE	0107082 - Payroll- Health Savings Acct	
HSA BANK	ACH	PR111724-5769	11/21/2024	11/21/2024	2,314.72	HSA EC	0107082 - Payroll- Health Savings Acct	
HSA BANK	ACH	PR120124-5769	12/05/2024	12/05/2024	897.16	HSA ES	0107082 - Payroll- Health Savings Acct	
HSA BANK	ACH	PR120124-5769	12/05/2024	12/05/2024	1,647.58	HSA EF	0107082 - Payroll- Health Savings Acct	
HSA BANK	ACH	PR120124-5769	12/05/2024	12/05/2024	2,096.86	HSA EC	0107082 - Payroll- Health Savings Acct	
HSA BANK	ACH	PR120124-5769	12/05/2024	12/05/2024	2,137.15	HSA EE	0107082 - Payroll- Health Savings Acct	
					\$14,016.78			
					\$14,016.78			
IML SECURITY SUPPLY	109312	4318594	12/05/2024	12/05/2024	521.05	LOCKS FOR CITY HALL	01830.022.50.3299 - other supplies	
					\$521.05			
INTEGRATED SOUND & SECURIT	109260	1079	11/21/2024	11/21/2024	1,729.00	INSTALLATION NEW ALARM AT CITY HALL	01888.001.20.2039 - other prof.service	
					\$1,729.00			
INTERNAL REVENUE SERVICE	ACH	PR111724-5764	11/21/2024	11/21/2024	9,403.32	Medicare Tax	0107063 - Payroll - FICA	
INTERNAL REVENUE SERVICE	ACH	PR111724-5764	11/21/2024	11/21/2024	22,554.20	Federal Income Tax	0107060 - Payroll - Federal Withholding	
INTERNAL REVENUE SERVICE	ACH	PR111724-5764	11/21/2024	11/21/2024	35,666.82	Social Security Tax	0107063 - Payroll - FICA	
INTERNAL REVENUE SERVICE	ACH	PR120124-5764	12/05/2024	12/05/2024	9,543.52	Medicare Tax	0107063 - Payroll - FICA	
INTERNAL REVENUE SERVICE	ACH	PR120124-5764	12/05/2024	12/05/2024	23,423.34	Federal Income Tax	0107060 - Payroll - Federal Withholding	
INTERNAL REVENUE SERVICE	ACH	PR120124-5764	12/05/2024	12/05/2024	35,795.86	Social Security Tax	0107063 - Payroll - FICA	
					\$136,387.06			
					\$136,387.06			
JACKSON, ELLA	109229	Refund: 1001418	10/28/2024	11/14/2024	31.95	Refund: 1001418 - JACKSON, ELLA	0306043 - Accounts Receivable	
					\$31.95			
JACKSON, RAYMINIA	109239	RFD 10300002.1	11/08/2024	11/14/2024	99.59	Deposit Refund: 10300002 - RAYMINIA, JACKSON	0307040 - Utility Customer Deposits	
JACKSON, RAYMINIA	109313	Refund: 1030000	12/02/2024	12/05/2024	77.76	Refund: 10300002 - JACKSON, RAYMINIA	0306043 - Accounts Receivable	
					\$177.35			
JCH	109314	376664	12/05/2024	12/05/2024	5,495.92	MGB MIXER MASTER	05929.001.23.2092 - treatment plant m	
JCH	109314	377823	12/05/2024	12/05/2024	11,634.04	REPAIR/FIELD SERVICE	05929.001.20.2039 - other prof service	
JCH	109314	377824	12/05/2024	12/05/2024	5,098.12	REPAIR/FIELD SERVICE	05929.001.20.2039 - other prof service	
					\$22,228.08			
					\$22,228.08			
JOHN GRAVES PROPANE OF ARIZ	109261	424855	11/21/2024	11/21/2024	535.63	FACILITY PROPANE 11/09/24	12940.065.21.2050 - utilities	
JOHN GRAVES PROPANE OF ARIZ	109261	424855	11/21/2024	11/21/2024	535.64	FACILITY PROPANE 11/09/24	03922.001.21.2050 - utilities	
JOHN GRAVES PROPANE OF ARIZ	109261	424855	11/21/2024	11/21/2024	535.64	FACILITY PROPANE 11/09/24	05929.001.21.2050 - utilities	
					\$1,606.91			
					\$1,606.91			
JPMORGAN CHASE BANK NA	ACH	112924	11/29/2024	11/29/2024	536.26	Monthly Payment Tech fees	05929.001.20.2039 - other prof service	
JPMORGAN CHASE BANK NA	ACH	112924	11/29/2024	11/29/2024	536.27	Monthly Payment tech fees	03922.001.20.2039 - other prof service	
JPMORGAN CHASE BANK NA	ACH	112924	11/29/2024	11/29/2024	536.27	Monthly Payment tech fees	04921.001.20.2039 - other prof service	
					\$1,608.80			
JPMORGAN CHASE BANK NA	EFT	11.28.24	11/30/2024	11/30/2024	149.43	Payment Tech Fees	03922.001.20.2039 - other prof service	

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JPMORGAN CHASE BANK NA	EFT	11.29.24	11/30/2024	11/30/2024	182.75	Payment Tech Fees	04921.001.20.2039 - other prof service	
JPMORGAN CHASE BANK NA	EFT	11.30.24	11/30/2024	11/30/2024	256.66	Payment Tech Fees	01825.001.20.2039 - other prof. service	
JPMORGAN CHASE BANK NA	EFT	113024	11/30/2024	11/30/2024	39.99	Monthly Payment Tech fees	05929.001.20.2039 - other prof service	
JPMORGAN CHASE BANK NA	EFT	113024	11/30/2024	11/30/2024	40.00	Monthly Payment tech fees	03922.001.20.2039 - other prof service	
JPMORGAN CHASE BANK NA	EFT	113024	11/30/2024	11/30/2024	40.00	Monthly Payment tech fees	04921.001.20.2039 - other prof service	
JPMORGAN CHASE BANK NA	EFT	NOV 2024	11/21/2024	11/21/2024	1,251.72	Nov Medical Insurance Vision	0107066 - Payroll - Vision Insurance	
JPMORGAN CHASE BANK NA	EFT	NOV 2024	11/21/2024	11/21/2024	1,747.38	Nov Medical Insurance Retiree	0106055 - Retiree Insurance	
JPMORGAN CHASE BANK NA	EFT	NOV 2024	11/21/2024	11/21/2024	4,802.07	Nov Medical Insurance Life	0107093 - Payroll - Employer Life/STD	
JPMORGAN CHASE BANK NA	EFT	NOV 2024	11/21/2024	11/21/2024	7,466.56	Nov Medical Insurance Dental	0107070 - Payroll - Dental Insurance	
JPMORGAN CHASE BANK NA	EFT	NOV 2024	11/21/2024	11/21/2024	100,256.76	Nov Medical Insurance Medical	0107072 - Payroll - Medical Insurance	
					\$116,233.32			
					\$117,842.12			
LAWRENCE, MICHAEL	109230	11072024	11/14/2024	11/14/2024	415.53	TRAVEL REIMBURSEMENT 10/21/24 - 10/25/24	01860.001.25.2151 - travel/lodging/me	
LAWRENCE, MICHAEL	109262	11182024	11/21/2024	11/21/2024	207.77	TRAVEL REIMBURSEMENT 11/04/24 - 11/04/24	01860.001.25.2151 - travel/lodging/me	
					\$623.30			
LAWRENCE, ROY	109263	11182024	11/21/2024	11/21/2024	134.00	TRAVEL REIMBURSEMENT 11/19/24 - 11/21/24	01860.001.25.2151 - travel/lodging/me	
					\$134.00			
LEARY, BRANDEE	109231	11082024	11/14/2024	11/14/2024	59.67	TRAVEL REIMBURSEMENT 11/14/24	01819.001.25.2151 - travel/lodging/me	
					\$59.67			
LEGAL SHIELD	109290	111524	11/27/2024	11/27/2024	1,101.50	LEGALSHIELD 11152024	0107073 - Payroll - Elective Benefits	
					\$1,101.50			
MADISON NATIONAL	109232	11124	11/14/2024	11/14/2024	1,911.98	EMPLOYEE DEDUCTION-11/01/24	0107073 - Payroll - Elective Benefits	
MADISON NATIONAL	109315	12124	12/05/2024	12/05/2024	1,923.04	EMPLOYEE DEDUCTION-12/01/24	0107073 - Payroll - Elective Benefits	
					\$3,835.02			
MAYBERRY, TAEZIA	109264	644	11/21/2024	11/21/2024	50.00	COURT RESITUTION 11/14/24	0107011 - Court Fees and Fines Payab	
					\$50.00			
McCAULEY CONSTRUCTION & TR	109265	MT2024-50	11/21/2024	11/21/2024	9,100.00	COW LIGHT POLES/ASPHALT PATCHES	13001.001.80.4200 - street improveme	
McCAULEY CONSTRUCTION & TR	109265	MT2024-53	11/21/2024	11/21/2024	26,455.00	COW ADAs/CONCRETE WORK	13001.001.80.4201 - sidewalks/curbs/g	
					\$35,555.00			
McCAULEY CONSTRUCTION & TR	109316	MT2024-63	12/05/2024	12/05/2024	9,125.50	OAK & PRARIE ADA & ASPHALT PATCHES	13001.001.80.4201 - sidewalks/curbs/g	
McCAULEY CONSTRUCTION & TR	109316	MT2024-64	12/05/2024	12/05/2024	9,022.50	321 MAHONEY DRIVEWAY R&R ASPHALT PATCH	13001.001.80.4201 - sidewalks/curbs/g	
					\$18,148.00			
					\$53,703.00			
NATIONWIDE ASRS 457	ACH	PR111724-6120	11/21/2024	11/21/2024	1,115.00	Nationwide ASRS 457	0107090 - Payroll - Deferred Comp	
NATIONWIDE ASRS 457	ACH	PR120124-6120	12/05/2024	12/05/2024	1,115.00	Nationwide ASRS 457	0107090 - Payroll - Deferred Comp	
					\$2,230.00			
NATIONWIDE ASRS ROTH	ACH	PR111724-6122	11/21/2024	11/21/2024	315.00	Nationwide ASRS Roth	0107090 - Payroll - Deferred Comp	
NATIONWIDE ASRS ROTH	ACH	PR120124-6122	12/05/2024	12/05/2024	315.00	Nationwide ASRS Roth	0107090 - Payroll - Deferred Comp	
					\$630.00			
NATIONWIDE RETIREMENT SOLU	ACH	PR111724-6126	11/21/2024	11/21/2024	1,129.36	PSPRS FD T2 DCH	0107068 - Payroll - PSPRS Fire	
NATIONWIDE RETIREMENT SOLU	ACH	PR111724-6126	11/21/2024	11/21/2024	1,393.38	PSPRS FD T3 DCH	0107068 - Payroll - PSPRS Fire	
NATIONWIDE RETIREMENT SOLU	ACH	PR120124-6126	12/05/2024	12/05/2024	1,186.32	PSPRS FD T2 DCH	0107068 - Payroll - PSPRS Fire	
NATIONWIDE RETIREMENT SOLU	ACH	PR120124-6126	12/05/2024	12/05/2024	1,380.06	PSPRS FD T3 DCH	0107068 - Payroll - PSPRS Fire	
					\$5,089.12			

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NATIONWIDE WINSLOW 457	ACH	PR111724-6121	11/21/2024	11/21/2024	1,694.00	Nationwide Winslow 457	0107090 - Payroll - Deferred Comp	
NATIONWIDE WINSLOW 457	ACH	PR120124-6121	12/05/2024	12/05/2024	1,644.00	Nationwide Winslow 457	0107090 - Payroll - Deferred Comp	
					\$3,338.00			
NATIONWIDE WINSLOW ROTH	ACH	PR111724-6123	11/21/2024	11/21/2024	185.00	Nationwide Winslow Roth	0107090 - Payroll - Deferred Comp	
NATIONWIDE WINSLOW ROTH	ACH	PR120124-6123	12/05/2024	12/05/2024	185.00	Nationwide Winslow Roth	0107090 - Payroll - Deferred Comp	
					\$370.00			
					\$370.00			
NELSON MERVINE	109291	11262024	11/27/2024	11/27/2024	50.00	GSH DEPOSIT REFUND 11/21/24	0107040 - Deposits	
					\$50.00			
NEXXUS CONSULTING, LLC	109317	322110	12/05/2024	12/05/2024	7,000.00	CONSULTANT SERVICES-NOV. 2024	13001.001.20.2039 - Levee Legal/Lobb	
					\$7,000.00			
NUNEZ, ADRIANE	109233	11122024	11/14/2024	11/14/2024	50.00	GSH DEPOSIT REFUND 11/21/24	0107040 - Deposits	
					\$50.00			
OCCUPATIONAL SAFETY SERVIC	109266	13616	11/21/2024	11/21/2024	250.00	RDA JULY 2024 - SEPT 2024	01811.001.20.2006 - medical services	
OCCUPATIONAL SAFETY SERVIC	109266	13617	11/21/2024	11/21/2024	250.00	RDA JULY 2024 - SEPT 2024	01811.001.20.2006 - medical services	
					\$500.00			
					\$500.00			
OFFICE DEPOT	109234	3940220-001	11/14/2024	11/14/2024	111.56	SUPPLIES FOR COURT 11/08/24	01803.001.50.3299 - other supplies	
OFFICE DEPOT	109234	394368260-001	11/14/2024	11/14/2024	331.26	COURT SUPPLIES 11/08/24	01803.001.50.3299 - other supplies	
					\$442.82			
					\$442.82			
ONEGA, BRANDY & RICHARD	109235	RFD 1001031.111	11/14/2024	11/14/2024	59.05	Deposit Refund: 1001031 - ONEGA, BRANDY & R	0307040 - Utility Customer Deposits	
					\$59.05			
PERSONNEL SAFETY ENTERPRIS	109267	36685	11/21/2024	11/21/2024	74.31	FIRST AID SUPPLIES 11/04/24	07871.018.50.3299 - other supplies	
PERSONNEL SAFETY ENTERPRIS	109267	36685	11/21/2024	11/21/2024	74.31	FIRST AID SUPPLIES 11/04/24	07871.055.50.3299 - other supplies	
PERSONNEL SAFETY ENTERPRIS	109267	36685	11/21/2024	11/21/2024	75.31	FIRST AID SUPPLIES 11/04/24	01810.020.50.3299 - other supplies	
PERSONNEL SAFETY ENTERPRIS	109267	36685	11/21/2024	11/21/2024	75.31	FIRST AID SUPPLIES 11/04/24	01811.001.50.3299 - other supplies	
PERSONNEL SAFETY ENTERPRIS	109267	36685	11/21/2024	11/21/2024	75.31	FIRST AID SUPPLIES 11/04/24	01835.063.50.3299 - other supplies	
PERSONNEL SAFETY ENTERPRIS	109267	36685	11/21/2024	11/21/2024	82.99	FIRST AID SUPPLIES 11/04/24	01825.032.50.3299 - other supplies	
PERSONNEL SAFETY ENTERPRIS	109267	36685	11/21/2024	11/21/2024	118.15	FIRST AID SUPPLIES 11/04/24	04921.001.50.3299 - other supplies	
PERSONNEL SAFETY ENTERPRIS	109267	36685	11/21/2024	11/21/2024	123.97	FIRST AID SUPPLIES 11/04/24	03922.001.50.3299 - other supplies	
PERSONNEL SAFETY ENTERPRIS	109267	36685	11/21/2024	11/21/2024	123.98	FIRST AID SUPPLIES 11/04/24	12940.065.50.3299 - other supplies	
PERSONNEL SAFETY ENTERPRIS	109267	36685	11/21/2024	11/21/2024	162.50	FIRST AID SUPPLIES 11/04/24	01850.125.50.3299 - other supplies	
PERSONNEL SAFETY ENTERPRIS	109267	36685	11/21/2024	11/21/2024	222.65	FIRST AID SUPPLIES 11/04/24	01825.001.50.3299 - other supplies	
PERSONNEL SAFETY ENTERPRIS	109267	36685	11/21/2024	11/21/2024	235.15	FIRST AID SUPPLIES 11/04/24	01850.034.50.3299 - other supplies	
PERSONNEL SAFETY ENTERPRIS	109267	36685	11/21/2024	11/21/2024	258.30	FIRST AID SUPPLIES 11/04/24	01830.022.50.3299 - other supplies	
PERSONNEL SAFETY ENTERPRIS	109267	36685	11/21/2024	11/21/2024	322.65	FIRST AID SUPPLIES 11/04/24	05929.001.50.3299 - other supplies	
					\$2,024.89			
					\$2,024.89			
Pierce Coleman PLLC	109236	29526	11/14/2024	11/14/2024	2,069.50	ATLAS DEVELOPMENT AGREEMENT - OCTOBE	01807.001.20.2039 - other prof.service	
Pierce Coleman PLLC	109236	29527	11/14/2024	11/14/2024	14,500.00	ATTORNEY FEES - OCT 2024	01807.001.20.2039 - other prof.service	
					\$16,569.50			
					\$16,569.50			
PINETOP FIRE DISTRICT STATION	109237	11132024	11/14/2024	11/14/2024	25.00	REGISTRATION FEE - LEADERSHIP SERIES	01860.001.25.2159 - training & seminar	

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PINETOP FIRE DISTRICT STATION	109318	120324	12/05/2024	12/05/2024	25.00	REGISTRATION FEE - LEADERSHIP SERIES	01860.001.25.2159 - training & seminar	
					\$50.00			
POLEYUMPTWEA, BARRY	109238	RFD 1001351.10	10/25/2024	11/14/2024	85.32	Deposit Refund: 1001351 - POLEYUMPTWEA, BA	0307040 - Utility Customer Deposits	
					\$85.32			
PRYOR LEARNING	109268	034508636-2429	11/21/2024	11/21/2024	89.70	12 MONTH PRYORPLUS RENEWAL	03922.001.25.2159 - training & seminar	
PRYOR LEARNING	109268	034508636-2429	11/21/2024	11/21/2024	104.65	12 MONTH PRYORPLUS RENEWAL	05929.001.25.2159 - training & seminar	
PRYOR LEARNING	109268	034508636-2429	11/21/2024	11/21/2024	104.65	12 MONTH PRYORPLUS RENEWAL	07871.055.25.2159 - training & seminar	
					\$299.00			
					\$299.00			
PUBLIC SAFETY PERSONNEL	ACH	PR111724-139	11/21/2024	11/21/2024	1,554.98	PSPRS PD ACR	0107067 - Payroll - PSPRS Police	
PUBLIC SAFETY PERSONNEL	ACH	PR120124-139	12/05/2024	12/05/2024	1,554.98	PSPRS PD ACR	0107067 - Payroll - PSPRS Police	
					\$3,109.96			
PUBLIC SAFETY RETIREMENT	ACH	PR111724-6113	11/21/2024	11/21/2024	296.20	PSPRS FD ACR	0107068 - Payroll - PSPRS Fire	
PUBLIC SAFETY RETIREMENT	ACH	PR111724-6113	11/21/2024	11/21/2024	1,439.93	PSPRS FD T2 DB	0107068 - Payroll - PSPRS Fire	
PUBLIC SAFETY RETIREMENT	ACH	PR111724-6113	11/21/2024	11/21/2024	4,129.00	PSPRS FD T3 DB	0107068 - Payroll - PSPRS Fire	
PUBLIC SAFETY RETIREMENT	ACH	PR111724-6113	11/21/2024	11/21/2024	6,089.34	PSPRS PD T2 DB	0107067 - Payroll - PSPRS Police	
PUBLIC SAFETY RETIREMENT	ACH	PR111724-6113	11/21/2024	11/21/2024	15,508.90	PSPRS PD T1 DB	0107067 - Payroll - PSPRS Police	
PUBLIC SAFETY RETIREMENT	ACH	PR111724-6113	11/21/2024	11/21/2024	18,191.32	PRPRS PD T3 DB	0107067 - Payroll - PSPRS Police	
PUBLIC SAFETY RETIREMENT	ACH	PR120124-6113	12/05/2024	12/05/2024	296.20	PSPRS FD ACR	0107068 - Payroll - PSPRS Fire	
PUBLIC SAFETY RETIREMENT	ACH	PR120124-6113	12/05/2024	12/05/2024	1,512.56	PSPRS FD T2 DB	0107068 - Payroll - PSPRS Fire	
PUBLIC SAFETY RETIREMENT	ACH	PR120124-6113	12/05/2024	12/05/2024	4,089.60	PSPRS FD T3 DB	0107068 - Payroll - PSPRS Fire	
PUBLIC SAFETY RETIREMENT	ACH	PR120124-6113	12/05/2024	12/05/2024	6,843.02	PSPRS PD T2 DB	0107067 - Payroll - PSPRS Police	
PUBLIC SAFETY RETIREMENT	ACH	PR120124-6113	12/05/2024	12/05/2024	12,162.34	PSPRS PD T1 DB	0107067 - Payroll - PSPRS Police	
PUBLIC SAFETY RETIREMENT	ACH	PR120124-6113	12/05/2024	12/05/2024	20,063.26	PRPRS PD T3 DB	0107067 - Payroll - PSPRS Police	
					\$90,621.67			
PUBLIC SAFETY RETIREMENT	EFT	PPE 11.17.24	11/21/2024	11/21/2024	-480.88	PSPRS FD Credit	01860.001.02.1103 - public safety retire	
PUBLIC SAFETY RETIREMENT	EFT	PPE 12.1.24	12/05/2024	12/05/2024	-480.88	PSPRS FD Credit	01860.001.02.1103 - public safety retire	
					(\$961.76)			
					\$89,659.91			
QUAIL CONSTRUCTION LLC	109319	FG16788	12/05/2024	12/05/2024	3,186.59	XMAS PARADE TRAFFIC BARRICADES, CONES,	01801.001.29.2995 - special events	
					\$3,186.59			
Red Wing Business Advantage Acco	109269	20241110106809	11/21/2024	11/21/2024	45.00	SAFETY BOOTS - 2 PAIR	03922.001.50.3084 - uniforms & related	
Red Wing Business Advantage Acco	109269	20241110106809	11/21/2024	11/21/2024	52.50	SAFETY BOOTS - 2 PAIR	05929.001.50.3084 - uniforms & related	
Red Wing Business Advantage Acco	109269	20241110106809	11/21/2024	11/21/2024	52.50	SAFETY BOOTS - 2 PAIR	07871.055.50.3084 - uniforms/related it	
Red Wing Business Advantage Acco	109269	20241110106809	11/21/2024	11/21/2024	150.00	SAFETY BOOTS - 2 PAIR	01825.001.50.3084 - uniforms & related	
					\$300.00			
					\$300.00			
REYNOLDS, KASYE	109270	11182024-KR	11/21/2024	11/21/2024	1,000.00	FIRST BONUS PAYOUT	01850.001.01.1001 - salaries	
					\$1,000.00			
ROADRUNNER LOCK & SAFE	109240	0002410234	11/14/2024	11/14/2024	1,697.41	BRIVO DRIVE GATE PANEL EQUIP REPAIR UPG	01850.034.50.3100 - small tools/minor	
					\$1,697.41			
RODRIGUEZ, ROMAN	109241	11122024	11/14/2024	11/14/2024	275.69	TRAVEL REIMBURSEMENT 11/05/24 - 11/07/24	01825.001.25.2151 - travel/todging/me	
					\$275.69			
SALAZAR, JASON	109320	RFD 1001575.12	12/03/2024	12/05/2024	21.43	Deposit Refund: 1001575 - SALAZAR, JASON	0307040 - Utility Customer Deposits	
					\$21.43			

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SANKS AND ASSOCIATES, LLC	ACH	12-2024	12/05/2024	12/05/2024	1,320.00	ZHO SERVICES - NOV.24	01835.060.20.2039 - other prof.service	
					\$1,320.00			
SCOTT ANIMAL HOSPITAL	109271	79044	11/21/2024	11/21/2024	2,993.00	VETERINARY SERVICES OCT 2024	01850.125.20.2039 - other prof.service	
					\$2,993.00			
SECURITY BENEFIT	ACH	PR111724-5768	11/21/2024	11/21/2024	95.00	Security Benefit 457	0107090 - Payroll - Deferred Comp	
SECURITY BENEFIT	ACH	PR120124-5768	12/05/2024	12/05/2024	95.00	Security Benefit 457	0107090 - Payroll - Deferred Comp	
					\$190.00			
					\$190.00			
SETALLA, GWEN	109242	20241101-001	11/14/2024	11/14/2024	200.00	DEMO- HOPI POTTERY - FARMERS MARKET	21836.002.50.3299 - Operating Supplie	
					\$200.00			
SHARP ELECTRONICS CORPORA	109243	37829073	11/14/2024	11/14/2024	188.95	PERIOD COVERED 11/01/24 - 11/30/24	01820.036.23.2082 - Annual Support/W	
SHARP ELECTRONICS CORPORA	ACH	37829072	11/21/2024	11/21/2024	343.33	SHARP COPIER - 11/01/24 - 11/30/24	01888.001.29.2082 - Annual Support/W	
					\$532.28			
SHI INTERNATIONAL CORP	109272	B19031984	11/21/2024	11/21/2024	39,744.70	SOFTWARE-MULTIPLE WINDOWS PLATFORM	01888.044.23.2082 - Annual Support/W	
					\$39,744.70			
SLOWTALKER, LATANY	109292	11262024	11/27/2024	11/27/2024	50.00	GSH DEPOSIT REFUND 11/17/24	0107040 - Deposits	
					\$50.00			
SPARKLETTTS	109321	23678439 112124	12/05/2024	12/05/2024	403.90	DRINKING WATER WACF	01850.034.20.2039 - other prof.service	
					\$403.90			
STARKS, KATHERINE	109244	11042024	11/14/2024	11/14/2024	245.00	REIMBURSEMENT ON TRAVEL PURCHASES	01850.034.25.2151 - travel/lodging/me	
					\$245.00			
STATE OF AZ	ACH	OCT.24 - WATER	11/12/2024	11/12/2024	-99.59	WATER TAX - OCT. 2024	0309151 - Miscellaneous	
STATE OF AZ	ACH	OCT.24 - WATER	11/12/2024	11/12/2024	16,770.18	WATER TAX - OCT. 2024	0307055 - State Sales Tax Payable	
					\$16,670.59			
					\$16,670.59			
SUITEONE MEDIA, INC.	109273	2581	11/21/2024	11/21/2024	4,995.00	SUITEVIEW/SUITECAST RENEWAL	01806.001.23.2082 - Annual Support/W	
					\$4,995.00			
TargetSolutions Learning, LLC	109274	INV107037	11/21/2024	11/21/2024	7,562.75	MAINTENANCE/MEMBERSHIP FEES	01860.001.25.2152 - membership/dues	
					\$7,562.75			
THE KRUSE GROUP	109322	1124	12/05/2024	12/05/2024	5,000.00	CONSULTANT SERVICES NOVEMBER 2024	13001.001.20.2039 - Levee Legal/Lobb	
					\$5,000.00			
THOMPSON REUTERS	109245	851000981	11/14/2024	11/14/2024	292.54	SOFTWARE SUBSCRIPTION CHARGES	01850.034.23.2082 - Annual Support/W	
THOMPSON REUTERS	109323	851140962	12/05/2024	12/05/2024	292.55	ONLINE/SOFTWARE SUBSCRIPTION CHARGE	01850.034.23.2082 - Annual Support/W	
					\$585.09			
THOMPSON, MARGARET	109275	11192024	11/21/2024	11/21/2024	50.00	GSH DEPOSIT REFUND 11/17/24	0107040 - Deposits	
					\$50.00			
TSO, ELAINE	109324	120524	12/05/2024	12/05/2024	50.00	GSH DEPOSIT REFUND 12/01/24	0107040 - Deposits	
					\$50.00			

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U.S. BANK	EFT	11.18.24	11/18/2024	11/18/2024	652.50	WTR Bond	03922.001.26.2201 - bond interest	
U.S. BANK	EFT	11.18.24	11/18/2024	11/18/2024	9,416.67	WTR Bond	03922.001.26.2200 - bond principal	
					\$10,069.17			
					\$10,069.17			
UNIFIRST	109276	3380069987	11/21/2024	11/21/2024	28.32	PARKS & FACILITIES FLOOR MATS 11/04/24	01830.022.20.2039 - other prof.service	
UNIFIRST	109276	3380069988	11/21/2024	11/21/2024	27.15	PARKS & FACILITIES FLOOR MATS 11/04/24	01830.022.20.2039 - other prof.service	
UNIFIRST	109276	3380069989	11/21/2024	11/21/2024	28.24	PARKS & FACILITIES FLOOR MATS 11/04/24	01830.022.20.2039 - other prof.service	
UNIFIRST	109276	338069985	11/21/2024	11/21/2024	27.56	PARKS & FACILITIES FLOOR MATS 11/04/24	01825.001.20.2039 - other prof. service	
					\$111.27			
UNIFIRST	109325	3380072316	12/05/2024	12/05/2024	27.15	PARKS & FACILITIES FLOOR MATS 11/25/24	01825.001.20.2039 - other prof. service	
UNIFIRST	109325	3380072318	12/05/2024	12/05/2024	27.15	PARKS & FACILITIES FLOOR MATS 11/25/24	01830.022.20.2039 - other prof.service	
UNIFIRST	109325	3380072319	12/05/2024	12/05/2024	27.15	PARKS & FACILITIES FLOOR MATS 11/25/24	01830.022.20.2039 - other prof.service	
UNIFIRST	109325	3380072320	12/05/2024	12/05/2024	28.24	PARKS & FACILITIES FLOOR MATS 11/25/24	01830.022.20.2039 - other prof.service	
					\$109.69			
					\$220.96			
UNISOURCE ENERGY SERVICES-	ACH	1246997170-11.1	11/21/2024	11/21/2024	128.43	UNISOURCE 11/13/24 BILL DATE	01888.001.21.2050 - utilities	
UNISOURCE ENERGY SERVICES-	ACH	1760430000-11.1	11/21/2024	11/21/2024	100.34	UNISOURCE 11/12/24 BILL DATE	21835.401.21.2050 - utilities	
UNISOURCE ENERGY SERVICES-	ACH	2060160000-11.1	11/21/2024	11/21/2024	198.93	UNISOURCE 11/12/24 BILL DATE	01888.001.21.2050 - utilities	
UNISOURCE ENERGY SERVICES-	ACH	2563382744-11.1	11/21/2024	11/21/2024	154.70	UNISOURCE 11/12/24 BILL DATE	01888.001.21.2050 - utilities	
UNISOURCE ENERGY SERVICES-	ACH	3107960285-11.1	11/21/2024	11/21/2024	118.99	UNISOURCE 11/12/24 BILL DATE	01888.001.21.2050 - utilities	
UNISOURCE ENERGY SERVICES-	ACH	3442964259-11.1	11/21/2024	11/21/2024	123.73	UNISOURCE 11/12/24 BILL DATE	01888.001.21.2050 - utilities	
UNISOURCE ENERGY SERVICES-	ACH	3458640000-11.1	11/21/2024	11/21/2024	680.15	UNISOURCE 11/12/24 BILL DATE	01888.001.21.2050 - utilities	
UNISOURCE ENERGY SERVICES-	ACH	3723150000-11.1	11/21/2024	11/21/2024	78.61	UNISOURCE 11/12/24 BILL DATE	01888.001.21.2050 - utilities	
UNISOURCE ENERGY SERVICES-	ACH	5073340000-11.1	11/21/2024	11/21/2024	322.37	UNISOURCE 11/12/24 BILL DATE	01888.001.21.2050 - utilities	
UNISOURCE ENERGY SERVICES-	ACH	6361050000-11.1	11/21/2024	11/21/2024	136.06	UNISOURCE 11/12/24 BILL DATE	01888.001.21.2050 - utilities	
UNISOURCE ENERGY SERVICES-	ACH	8941630000-11.1	11/21/2024	11/21/2024	23.19	UNISOURCE 11/12/24 BILL DATE	02900.001.21.2050 - utilities	
					\$2,065.50			
					\$2,065.50			
USPS	109246	11042024	11/14/2024	11/14/2024	705.52	POSTAGE - OCTOBER 2024	05929.001.50.3005 - postage	
USPS	109246	11042024	11/14/2024	11/14/2024	705.53	POSTAGE - OCTOBER 2024	03922.001.50.3005 - postage	
USPS	109246	11042024	11/14/2024	11/14/2024	705.53	POSTAGE - OCTOBER 2024	04921.001.50.3005 - postage	
					\$2,116.58			
USPS	109326	200068	12/05/2024	12/05/2024	519.35	POSTAGE - SEPTEMBER 2024	03922.001.50.3005 - postage	
USPS	109326	200068	12/05/2024	12/05/2024	519.35	POSTAGE - SEPTEMBER 2024	04921.001.50.3005 - postage	
USPS	109326	200068	12/05/2024	12/05/2024	519.35	POSTAGE - SEPTEMBER 2024	05929.001.50.3005 - postage	
					\$1,558.05			
					\$3,674.63			
WARD, GAIL	109277	645	11/21/2024	11/21/2024	100.00	COURT RESITUTION 11/18/24	0107011 - Court Fees and Fines Payab	
					\$100.00			
WARNEKE, CAYDEN	109278	11182024-CW_1	11/21/2024	11/21/2024	1,000.00	FIRST BONUS PAYOUT	01850.001.01.1001 - salaries	
WARNEKE, CAYDEN	109278	11182024-CW_2	11/21/2024	11/21/2024	900.00	CIVILIAN UNIFORM STIPEND	01850.034.50.3084 - Uniforms & Relate	
					\$1,900.00			
					\$1,900.00			
WASHINGTON NATIONAL INS CO	109293	W2483585	11/27/2024	11/27/2024	1,175.97	HR/EMP DED 11/15/24	0107073 - Payroll - Elective Benefits	
					\$1,175.97			
WASTE MANAGEMENT	ACH	0110992-0566-5	11/27/2024	11/27/2024	66,820.29	COW MASTER RESID 11/01/24 - 11/30/24	04921.001.22.2065 - Residential SW &	

CITY OF WINSLOW
Check Register
All Bank Accounts - 11/10/2024 to 12/07/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
WASTE MANAGEMENT	ACH	0111012-0566-1	12/05/2024	12/05/2024	225.00	CITY OF WINSLOW COMM MASTER 11/01/24 - 11	01860.001.20.2039 - other prof.service	
					\$67,045.29			
					\$67,045.29			
WCD ENTERPRISES LLC	109279	429570	11/21/2024	11/21/2024	152.50	JANITORIAL SERVICES - OCT 2024	03922.001.20.2039 - other prof service	
WCD ENTERPRISES LLC	109279	429570	11/21/2024	11/21/2024	152.50	JANITORIAL SERVICES - OCT 2024	05929.001.20.2039 - other prof service	
WCD ENTERPRISES LLC	109279	429570	11/21/2024	11/21/2024	4,250.00	JANITORIAL SERVICES - OCT 2024	01888.001.20.2039 - other prof.service	
					\$4,555.00			
					\$4,555.00			
WEX BANK	EFT	100767350	11/25/2024	11/25/2024	18,491.36	CITYWIDE FUEL OCT 2024	12940.065.50.3062 - fuel/oil	
					\$18,491.36			
WILLDAN	109294	002-33318	11/27/2024	11/27/2024	167.50	GROUND MOUNT SOLAR - 2ND REVIEW	01835.060.20.2039 - other prof.service	
WILLDAN	109327	002-33329	12/05/2024	12/05/2024	230.00	LOVES TRAVEL CENTER REV TO APP	01835.060.20.2039 - other prof.service	
					\$397.50			
WILLIS DRILLING & PUMP	109280	11779	11/21/2024	11/21/2024	10,667.29	MCHOOD WELL REPAIR	13001.001.80.4322 - McHood Park Imp	
					\$10,667.29			
WINSLOW ASSOCIATION OF FIRE	109295	112124	11/27/2024	11/27/2024	55.00	FD/FIREFIGHTERS ASSOC. DUES 11/21/24	0107077 - Payroll - Firefighter's Assoc	
					\$55.00			
WINSLOW CHAMBER OF COMME	109247	NOV 2024	11/14/2024	11/14/2024	13,517.13	BED TAX OCT 2024	0107206 - Bed Taxc Payable	
					\$13,517.13			
WINSLOW READY MIX INC.	109281	W2024-282	11/21/2024	11/21/2024	462.63	SIDEWALK REPAIR 3RD ST HURF	07871.534.80.4201 - sidewalks/curbs/g	
WINSLOW READY MIX INC.	109281	W2024-283	11/21/2024	11/21/2024	1,378.82	SLURRY FOR WATER TANKS	03922.001.50.3299 - other supplies	
					\$1,841.45			
WINSLOW READY MIX INC.	109328	W2024-307	12/05/2024	12/05/2024	679.71	SIDEWALK REPAIR HICKS & HENDERSON	07871.534.80.4201 - sidewalks/curbs/g	
					\$2,521.16			
WOODSON ENGINEERING	109282	14573	11/21/2024	11/21/2024	1,564.43	NEIGHBORHOOD WALKS - CDBG	11805.670.80.4104 - capital - non-struc	
WOODSON ENGINEERING	109282	14574	11/21/2024	11/21/2024	81.60	PROFESSIONAL SERVICES - JUL.2024	07871.055.20.2039 - other prof.service	
WOODSON ENGINEERING	109282	14574	11/21/2024	11/21/2024	214.20	PROFESSIONAL SERVICES - JUL.2024	01835.060.20.2039 - other prof.service	
WOODSON ENGINEERING	109282	14574	11/21/2024	11/21/2024	326.40	PROFESSIONAL SERVICES - JUL.2024	01835.060.20.2039 - other prof.service	
WOODSON ENGINEERING	109282	14574	11/21/2024	11/21/2024	374.85	PROFESSIONAL SERVICES - JUL.2024	13001.001.80.4100 - Capital - Building I	
WOODSON ENGINEERING	109282	14574	11/21/2024	11/21/2024	1,338.75	PROFESSIONAL SERVICES - JUL.2024	07871.055.20.2039 - other prof.service	
WOODSON ENGINEERING	109282	14574	11/21/2024	11/21/2024	2,028.52	PROFESSIONAL SERVICES - JUL.2024	03922.001.20.2039 - other prof service	
WOODSON ENGINEERING	109282	14574	11/21/2024	11/21/2024	2,028.53	PROFESSIONAL SERVICES - JUL.2024	05929.001.20.2039 - other prof service	
WOODSON ENGINEERING	109282	14574	11/21/2024	11/21/2024	2,055.30	PROFESSIONAL SERVICES - JUL.2024	01835.060.20.2039 - other prof.service	
WOODSON ENGINEERING	109282	14574	11/21/2024	11/21/2024	4,089.00	PROFESSIONAL SERVICES - JUL.2024	01804.001.20.2039 - other prof.service	
WOODSON ENGINEERING	109282	14574	11/21/2024	11/21/2024	11,106.56	PROFESSIONAL SERVICES - JUL.2024	05929.001.80.4104 - capital - non-struc	
WOODSON ENGINEERING	109282	14575	11/21/2024	11/21/2024	4,471.44	Winslow Development Review	01804.001.20.2039 - other prof.service	
					\$29,679.58			
WOODSON ENGINEERING	109329	14376	12/05/2024	12/05/2024	9,710.40	PROFESSIONAL SERVICES - JUNE 2024	11805.670.80.4104 - capital - non-struc	
WOODSON ENGINEERING	109329	14377	12/05/2024	12/05/2024	242.25	PROFESSIONAL SERVICES - JUNE 2024	01835.060.20.2039 - other prof.service	
WOODSON ENGINEERING	109329	14377	12/05/2024	12/05/2024	1,392.30	PROFESSIONAL SERVICES - JUNE 2024	07871.055.20.2039 - other prof.service	
WOODSON ENGINEERING	109329	14377	12/05/2024	12/05/2024	1,484.10	PROFESSIONAL SERVICES - JUNE 2024	01825.032.20.2039 - Other Prof. Service	
WOODSON ENGINEERING	109329	14377	12/05/2024	12/05/2024	3,582.62	PROFESSIONAL SERVICES - JUNE 2024	05929.001.80.4104 - capital - non-struc	
WOODSON ENGINEERING	109329	14425	12/05/2024	12/05/2024	2,771.85	PROFESSIONAL SERVICES - JUNE 2024	05929.001.80.4104 - capital - non-struc	
WOODSON ENGINEERING	109329	14748	12/05/2024	12/05/2024	208.85	PROFESSIONAL SERVICES - AUGUST 2024	05929.001.80.4104 - capital - non-struc	
WOODSON ENGINEERING	109329	14795	12/05/2024	12/05/2024	85.68	PROFESSIONAL SERVICES - AUGUST 2024	03922.001.20.2039 - other prof service	

CITY OF WINSLOW
Check Register
All Bank Accounts - 11/10/2024 to 12/07/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
WOODSON ENGINEERING	109329	14795	12/05/2024	12/05/2024	85.68	PROFESSIONAL SERVICES - AUGUST 2024	05929.001.20.2039 - other prof service	
WOODSON ENGINEERING	109329	14795	12/05/2024	12/05/2024	773.82	PROFESSIONAL SERVICES - AUGUST 2024	01825.032.20.2039 - Other Prof. Service	
WOODSON ENGINEERING	109329	14795	12/05/2024	12/05/2024	851.46	PROFESSIONAL SERVICES - AUGUST 2024	05929.001.80.4104 - capital - non-struc	
WOODSON ENGINEERING	109329	14795	12/05/2024	12/05/2024	1,124.63	PROFESSIONAL SERVICES - AUGUST 2024	07871.055.20.2039 - other prof.service	
WOODSON ENGINEERING	109329	14795	12/05/2024	12/05/2024	1,180.83	PROFESSIONAL SERVICES - AUGUST 2024	07871.055.20.2039 - other prof.service	
WOODSON ENGINEERING	109329	14795	12/05/2024	12/05/2024	1,368.21	PROFESSIONAL SERVICES - AUGUST 2024	01804.001.20.2039 - other prof.service	
WOODSON ENGINEERING	109329	14795	12/05/2024	12/05/2024	1,694.91	PROFESSIONAL SERVICES - AUGUST 2024	03922.001.20.2039 - other prof service	
WOODSON ENGINEERING	109329	14795	12/05/2024	12/05/2024	1,694.91	PROFESSIONAL SERVICES - AUGUST 2024	05929.001.20.2039 - other prof service	
WOODSON ENGINEERING	109329	14795	12/05/2024	12/05/2024	3,812.80	PROFESSIONAL SERVICES - AUGUST 2024	01835.060.20.2039 - other prof.service	
WOODSON ENGINEERING	109329	14795	12/05/2024	12/05/2024	4,926.72	PROFESSIONAL SERVICES - AUGUST 2024	07871.055.20.2039 - other prof.service	
WOODSON ENGINEERING	109329	14796	12/05/2024	12/05/2024	3,748.51	PROFESSIONAL SERVICES - AUGUST 2024	01804.001.20.2039 - other prof.service	
WOODSON ENGINEERING	109329	14983	12/05/2024	12/05/2024	254.37	PROFESSIONAL SERVICES - SEPTEMBER 2024	01804.001.20.2039 - other prof.service	
WOODSON ENGINEERING	109329	14983	12/05/2024	12/05/2024	538.19	PROFESSIONAL SERVICES - SEPTEMBER 2024	07871.055.20.2039 - other prof.service	
WOODSON ENGINEERING	109329	14983	12/05/2024	12/05/2024	969.26	PROFESSIONAL SERVICES - SEPTEMBER 2024	13001.001.80.4100 - Capital - Building I	
WOODSON ENGINEERING	109329	14983	12/05/2024	12/05/2024	2,504.90	PROFESSIONAL SERVICES - SEPTEMBER 2024	03922.001.20.2039 - other prof service	
WOODSON ENGINEERING	109329	14983	12/05/2024	12/05/2024	2,504.91	PROFESSIONAL SERVICES - SEPTEMBER 2024	05929.001.20.2039 - other prof service	
WOODSON ENGINEERING	109329	14983	12/05/2024	12/05/2024	6,013.78	PROFESSIONAL SERVICES - SEPTEMBER 2024	01835.060.20.2039 - other prof.service	
WOODSON ENGINEERING	109329	14983	12/05/2024	12/05/2024	16,381.46	PROFESSIONAL SERVICES - SEPTEMBER 2024	07871.055.20.2039 - other prof.service	
					\$69,907.40			
					\$99,586.98			
					\$1,101,579.80			

Minutes of the regular meeting of the Winslow City Council held on November 12, 2024 at 6:30 P.M. in the main hall of the Winslow Visitor's Center, 523 West Second Street, Winslow, Arizona.

MEMBERS PRESENT:

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

MEMBERS ABSENT:

Councilmember Nelson

STAFF:

David Coolidge City Manager, Trish Stuhan City Attorney, Suzy Wetzel City Clerk, Michael Duran Fire Chief, Ernie Cano Police Lieutenant, Jack Fitchett Economic Development Director, Sandra Knight Recreation Manager, 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 George Gould. Roll call was taken and Councilmember Nelson was absent. Motion: Moved by Mayor Cano, seconded by Councilmember McKee, to excuse the absent member. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee and Tafoya voting yes.

CALL TO THE PUBLIC

McKenna DeWitt, who was recently crowned 2025 Navajo County Rodeo Princess, introduced herself and shared her plans for the upcoming year while promoting the Navajo County Fair.

MAYOR AND COUNCILMEMBERS REPORTS

A. Current Events and Announcements

The following events and announcements were made under this item:

Councilmember Crisp

- Details of youth basketball registration
- Rotary food distribution schedule for November & December
- Borderland produce distribution information
- Encouraged everyone to vote on November 5th

Councilmember McKee

- Thanked the Police & Fire Department for participating and supporting the honk out event for the High School Swim Team who were traveling to the State Tournament
- Christmas Tree lighting ceremony on November 22nd

Mayor Cano

- Santa Train event on December 12th
- Annual Christmas Parade on November 23rd

Councilmember Tafoya

- Hayden Walton canned food drive for the Elks food baskets

B. Future Agenda Items

None.

STATUS REPORTS**A. Verbal Status Report on Current City Activities by City Manager Which May Include NPC President Candidate Search and Project Updates**

The City Manager referred to the recent candidate forums for a new NPC President and stated that the board is expected to announce their decision in November.

After explaining details of the Army Corp's Industry Day for the levee project that will take place on November 13th, the City Manager provided updates regarding the following items:

- LRSP grant for 9/11 park renovations
- LWCF grant for the three pocket park renovations
- Grant monies received for the Fire Incident Management System
- New library

In closing, the City Manager reminded the Council that there will not be a City Council meeting on November 26th and stated that a special meeting will be needed the week of November 18th to canvass the

election results. The City Manager also responded to a question from Councilmember Crisp regarding the Industry Day event.

D. Quarterly Report by Recreation Manager Which May Include Information and Announcements for Upcoming Events

The Recreation Manager reported that there were 20 teams signed up for the Co-Ed Volleyball season which is a record number of teams since the city started the program. The Recreation Manager also discussed details regarding youth basketball registration and provided updates regarding the Suns Camp event and the Halloween Parade in the Park.

The Recreation Manager announced that the Santa Train will be held on December 12th and explained that the Recreation Department will be providing extra decorations along the event route on First Street.

The Recreation Manager responded to questions and comments from the Council regarding next year's Parade in the Park event. There was also a brief discussion regarding utilization of the new pickle ball courts and an annual corn hole tournament.

CONSENT CALENDAR

Councilmember MacLean requested that Item C be pulled for discussion. Motion: Moved by Councilmember Cake, seconded by Councilmember Tafoya, to approve the Consent Calendar minus Item C. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee and Tafoya voting yes.

- A. Discussion and/or Action to Approve the Check Register**
- B. Discussion and/or Action to Approve Minutes of the City Council Regular Meeting of October 22, 2024**
- C. Discussion and/or Action to Approve Shop with a Hero Appropriation**

Councilmember MacLean expressed his concerns regarding a violation of the gift clause as it relates to this item and the current balance in the Council's special events account. At the Council's request, the City Attorney detailed information related to the Arizona Gift Clause, specifically the public purpose clause.

After a brief discussion, Councilmember Crisp made a motion to table this item. The motion was seconded by Councilmember Cake and

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

- D. Discussion and/or Action to Approve Business Retention & Expansion Incentive Program**
- E. Discussion and/or Action to Approve Resolution No. 1960 Approving a Lot Split for Real Property Identified as Navajo County Assessor Parcel Number 103-26-001B**
- F. Discussion and/or Action to Approve Ordinance No. 1423 Related to Adoption of the Various 2018 Edition International Building Codes and the 2018 Uniform Fire Code**

COUNCIL CONSIDERATION AND POSSIBLE ACTION

- A. Discussion and Annual Review of Ordinance No. 1357 Related to Recreational Marijuana**

The City Attorney referred to the Smart and Safe Arizona Act legalizing recreational use of marijuana that was passed by the voters in 2020 and the subsequent adoption of Ordinance No. 1357 by the City Council. The City Attorney also referred to the city's dual license requirement and stated that the Council indicated that they would like to review the ordinance on an annual basis to determine if any modifications may be needed.

The City Attorney explained that the dual license requirement specifies that an establishment must operate both a nonprofit medical marijuana dispensary and a marijuana establishment in one shared location. After stating that it is difficult to operate both, the City Attorney advised the Council that they could reconsider allowing a stand-alone recreational facility in certain zoning districts, however the Council would also need to determine regulations to assure the public's health and safety.

At the request of Councilmember Crisp, the Economic Development Director spoke regarding the potential tax revenues that the city would receive if a recreational facility is allowed. Staff indicated that there have been no inquiries within the last year from anyone interested in opening a facility but that is most likely due to the dual license requirement.

After further discussion, staff was given direction to bring back lighter regulations for the Council to consider. The City Attorney advised that there have also been changes to the State requirements that she will review prior to bringing options back to the Council.

B. Discussion and/or Direction Regarding Chapter 12.12 – Special Events, of the Municipal Code

Mayor Cano discussed the code amendment that was made to Chapter 12.12 based on noise complaints related to certain special events. Mayor Cano stated that since there is no longer a feasible location for carnivals to be held, she would like to reconsider the amendment that was made. Mayor Cano further stated that she hand-delivered letters today (November 12th) to neighborhoods that would be impacted if the 200-foot requirement for amplified music was changed.

In order for the Council and public to have ample time to consider the proposed change, Mayor Cano made motion to table this item to the next meeting. Prior to receiving a second to the motion, there was a brief discussion regarding a potential change to ownership of the property in question. The motion was seconded by Councilmember Cake and passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee and Tafoya voting yes.

The City Manager clarified that the item will be brought back for discussion only and if direction is given, an ordinance to amend the code will be prepared for a future meeting.

C. Discussion and/or Action to Approve Ordinance No. 1419 Regarding Recreational Vehicle Code Changes 2024 Related to Parking and Storage of Travel Trailer, other Trailer, Motor Home, Watercraft and/or Recreational Vehicles

The City Attorney provided information from previous Council discussions related to this code provision to address trailers blocking public right-of-ways or sitting in one location for an extended period of time. The City Attorney referred to the new language that was added to the ordinance based on Council's direction during the most recent discussion.

There was discussion regarding the definition of an improved surface in Section B.2 that now states that "The vehicle shall be parked only on an improved surface (no parking in unimproved dirt areas)." The City Attorney stated that "and/or grass" could be added to the language or the paragraph could be removed completely. The City Manager also stated that zoning code requirements will be followed based on zoning districts.

There was also discussion regarding the proposed language in Section B.3 that states "The vehicle shall be parked in a side yard or rear yard of any one lot. The front yard may also be utilized for parking if the

vehicle is parked on a driveway contiguous with such parking and the total parking area does not exceed 50% of the front yard area.”

Throughout the discussion, the City Attorney and City Manager responded to questions and comments from the Council. The City Manager requested that definitive language regarding an improved surface, as well as detailed information related to parking a vehicle in the side, rear and front yard, be included in the amendment for enforcement purposes.

The City Attorney recommended that this item be brought back for approval at the next meeting after the changes that were discussed have been made.

ADJOURNMENT

Motion: Moved by Councilmember Cake, seconded by Councilmember Tafoya, to adjourn at 7:45 p.m. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee and Tafoya voting yes.

Mayor

Attest:

City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Winslow City Council held on November 12, 2024 at 6:30 P.M. I further certify that the meeting was duly called and that a quorum was present.

Dated this *10th* day of *December*, 2024.

Suzy Wetzel
City Clerk

Minutes of the special meeting of the Winslow City Council held on November 19, 2024 at 5:00 P.M. in the City Hall Conference Room, 102 East Third Street, Winslow, Arizona.

MEMBERS PRESENT:

Mayor Cano, Councilmember Cake, Councilmember Crisp (via Zoom), Councilmember MacLean, Councilmember Tafoya (via telephone)

MEMBERS ABSENT:

Councilmember McKee, Councilmember Nelson

STAFF:

David Coolidge City Manager, Trish Stuhan City Attorney (via Zoom), Suzy Wetzel City Clerk

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

COUNCIL CONSIDERATION AND POSSIBLE ACTION

A. Discussion and/or Action to Approve Resolution No. 1961 Approving and Accepting the Canvass of Votes and Election Returns for the General Election Held on November 6, 2024

Motion: Moved by Mayor Cano, seconded by Councilmember Cake, to approve Resolution No. 1961. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean and Tafoya voting yes.

ADJOURNMENT

Motion: Moved by Councilmember Cake, seconded by Mayor Cano, to adjourn at 5:05 p.m. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean 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 November 19, 2024 at 5:00 P.M. I further certify that the meeting was duly called and that a quorum was present.

Dated this *10th* day of *December*, 2024.

Suzy Wetzel

City Clerk

Mayor
Roberta W. Cano

(928) 289-2422



Discover Winslow-A City in Motion

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

AGENDA DATE: December 10, 2024
TO: Honorable Mayor and City Council
FROM: City Clerk
SUBJECT: Reappointment of Member to the Airport Commission

RECOMMENDED MOTION

That the Mayor and Council, by motion, approve the reappointment of Lawrence Kenna to the Airport Commission until December 31, 2027.

DISCUSSION

Lawrence Kenna's term on the Airport Commission will expire on December 31, 2024. Mr. Kenna was originally appointed on June 14, 2016 to fill the remainder of a term and has indicated that he would like to continue to serve on the commission.

IMPACT ON BUDGET

None.

Respectfully submitted,

David Coolidge

David Coolidge
City Manager

CA/REAPPOINT AIRPORT

Reviewed by:

Finance Director _____

City Attorney _____

Mayor
Roberta W. Cano

(928) 289-2422



Discover Winslow-A City in Motion

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

AGENDA DATE: December 10, 2024
TO: Honorable Mayor and City Council
FROM: City Manager
SUBJECT: Appointment of Member to the Arts Council

RECOMMENDED MOTION

That the Mayor and City Council, by motion, approve the appointment of Mary Chavez to the Arts Council until April 1, 2027.

DISCUSSION

Due to several resignations, there are currently three vacancies on the Arts Council. The attached application has been received from Mary Chavez expressing interest in filling one of the vacancies. The Arts Council chairperson and staff liaison met with Ms. Chavez prior to their last meeting to discuss her possible appointment. Ms. Chavez also attended the Arts Council meeting and both the chairperson and staff liaison are recommending her appointment.

IMPACT ON BUDGET

None.

Respectfully submitted,

David Coolidge

David Coolidge
City Manager

Reviewed by:

Finance Director

=====

City Attorney

=====

CITY OF WINSLOW
BOARDS AND COMMISSIONS APPOINTMENT APPLICATION FORM
(Please return form to City Clerk's Office, 21 Williamson Avenue, Winslow, AZ 86047)

Name: Mary Chavez Date: 08/22/24
Residence Address: _____ Phone: (928)
Occupation: CPhT Wk Phone: _____
Email Address: _____ Cell Phone: (928)
Work Address: _____

Appointment to Board/Commission/Committee (state first three preferences)

1) Arts Council 2) Arts Council 3) Arts Council

Describe any education, training, or experience you have that will be useful if you are appointed to this Board, Commission, or Committee. (Please explain.)
A deep love of the ARTS.

For Planning and Zoning Commission or Board of Adjustment applicants only:
What is your philosophy concerning zoning and land use issues? (Use separate sheet if necessary.)
N/A

Community Involvement:
Currently an active member in my church and it's CDA group.

Organization Membership:
N/A

Personal References and Addresses:
Sonja Sockyma (928)
Raul Smith (928)
Joesph Lopez (928)

Notice: The City of Winslow does not discriminate on the basis of disability in admission of, access to, treatment or participation in its programs or activities. Should special accommodations be necessary in order for an individual with a disability to participate in this program, contact Suzy Wetzel, City Clerk, 21 Williamson Avenue, Winslow, Arizona or call (928) 289-1416.

Mayor
Roberta W. Cano

(928) 289-2422



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

Discover Winslow-A City in Motion

AGENDA DATE: December 10, 2024
TO: Honorable Mayor and City Council
FROM: David Coolidge, City Manager
SUBJECT: Obligation of America Rescue Plan Act Funds to the Utility Assistance Program

RECOMMENDATION

That the Mayor and City Council, by motion, approve the obligation of remaining \$18,706.51 American Rescue Plan Act funds to the utility assistance program.

DISCUSSION

The City of Winslow has \$18,706.51 in unexpended American Rescue Plan funds to be utilized for programming and must be obligated by December 31, 2024, and expended by December 31, 2026. Initially the funds were obligated to the USA boxing program for at-risk youth. The program has failed to utilize any funds, and the utility assistance program has exhausted the \$100,000 in funds originally obligated to its program. To avoid a failure of utilizing the funds and returning them to the federal government as required in the American Rescue Plan Act, staff recommends obligating the remaining funds to the utility assistance program that has a proven track record of appropriately using the funding.

IMPACT ON BUDGET:

ARPA funds are available.

Respectfully submitted,

David Coolidge

David Coolidge
City Manager

Reviewed By:

Finance Director

City Attorney

RESOLUTION NO. 1962

**A RESOLUTION OF THE COUNCIL OF THE CITY OF
WINSLOW, ARIZONA, ADOPTING COMMUNITY FACILITIES
DISTRICTS POLICIES AND PROCEDURES**

WHEREAS, a community facilities district (“CFD”) provides a mechanism to finance acquisition, operation, and maintenance of public infrastructure within the City of Winslow; and

WHEREAS, the Community Facilities Districts Policies and Procedures establish a CFD pursuant to A.R.S. § 48-701; and

WHEREAS, the City of Winslow wishes to adopt a Community Facilities Districts Policies and Procedures to govern the creation, operation and maintenance of the CFD;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINSLOW, ARIZONA, AS FOLLOWS:

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

SECTION 2. The City of Winslow approves of the Community Facilities Districts Policies and Procedures attached hereto as Exhibit A.

SECTION 3. That all resolutions and parts of resolutions in conflict with this resolution are hereby repealed.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution or any part of the Community Facilities Districts Policies and Procedures adopted herein by reference is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Council of the City of Winslow, this 10th day of December, 2024.

Roberta W. Cano, Mayor

ATTEST:

Suzy Wetzel, City Clerk

APPROVED AS TO FORM:

Trish Stuhan, City Attorney

EXHIBIT A

City of Winslow

Community Facilities Districts Policies and Procedures

[See following pages.]

CITY OF WINSLOW, ARIZONA
COMMUNITY FACILITIES DISTRICTS POLICIES AND PROCEDURES

ARTICLE I. POLICY

These are policies for the establishment of community facilities districts pursuant to Arizona Revised Statutes (“A.R.S.”) §48-701, et seq. (the “Act”) to promote the best interests of the City of Winslow, Arizona (the “City”). (References herein to “City” or “CFD” include their governing board and/or staff, as applicable.)

ARTICLE II. PURPOSE

- A. A community facilities district (“CFD”) provides a mechanism to finance acquisition and thereafter operation and maintenance of public infrastructure (as such term and certain other terms used herein are defined in the Act) within the boundaries of the City to better enable the City to provide municipal services within the boundaries of the CFD.
- B. Considering that the establishment of a CFD is the establishment of an entirely new political subdivision within the boundaries of the City, the City believes that the formation of the CFD should be entered into carefully, to ensure its lasting success.

ARTICLE III. GENERAL POLICIES

- A. CFDs should be utilized primarily in connection with the financing of major public infrastructure for development of residential projects, master planned communities or projects which include resort hotels or substantial commercial development.
- B. A key tenet of these policies is the financial protection of property owners within a CFD. As such, these policies include provisions that attempt to protect such property owners from financial liability in excess of targeted tax rates and assessments. Similarly, these policies include provisions designed to meet all financial obligations and/or legal exposures of the CFD.
- C. Priority should be given to CFDs that provide an enhanced level of public infrastructure and/or municipal services. CFD financing will not be provided for public infrastructure which is normally expected, on its own, to be part of a development. Public infrastructure financed by a CFD should be in conformance with the City’s General Plan in order to encourage orderly growth and development.
- D. A Completed Application (as such term is hereinafter defined) associated with a development project will be evaluated based on the particular project. CFD financing will not be considered solely based upon a request for “equivalency” or “equity” between separate development projects or other CFDs within the City.

- E. All costs and expenses incurred by the City and the CFD in connection with the formation, administration, and operation of the CFD, will be paid by the developer/landowner through advance payments as provided in these policies. Payment shall include payment for services rendered by City and CFD staff as well as services rendered by outside consultants who may be retained by the City or the CFD, including but not limited to bond counsel, financial/municipal advisors, engineers, and appraisers. If the City or CFD uses outside consultants as “staff,” such as attorneys or engineers, those consultants will also be paid their customary rate for services. If authorized by the CFD, exercising its sole discretion, all or part of such costs may be paid by a CFD tax levy or reimbursed from a CFD tax levy, CFD assessment, CFD revenues, or CFD bond proceeds, so long as such reimbursement is in conformance with federal law, state law, and these policies. The City and the CFD, as applicable, retain the right to select all consultants necessary for the evaluation of any application and the proceedings for the formation of a CFD and the issuance of CFD bonds. This includes but is not limited to any special tax consultant, bond counsel, financial/municipal advisor, underwriter, appraiser, engineer, or any other consultant deemed necessary by the City or the CFD
- F. The City will encourage an area to be governed by as few CFDs as possible, and a preference will be given to one master CFD. These policies are adopted to provide ease of administration and the largest tax/revenue base possible. The decision to form a CFD shall be a decision of the City exercised in its sole and absolute discretion.
- G. A CFD will be governed by a board of directors comprised of the members of the City Council, ex officio. The day-to-day responsibilities of the CFD will be performed by City staff or, pursuant to a contract, by outside personnel. At the sole option of the CFD, advisory committees may be utilized.
- H. A CFD is expected to be self-supporting from the standpoints of financing, operations, and maintenance. No City funds will be used for CFD purposes. Notwithstanding anything contained in these policies, neither the property, the full faith and credit, nor the taxing power of the City shall be pledged or otherwise made available to the payment of any CFD obligation or indebtedness. Unless otherwise agreed to by the City, all costs of administration and operation of the CFD and the operation and maintenance of public infrastructure of the CFD, including replacement reserves if appropriate, shall be the responsibility of the CFD, the landowner/developer, applicable homeowners’ associations, or any combination of the foregoing, as may be acceptable to the City and the CFD.
- I. The CFD will determine, in its sole and absolute discretion, the amount, timing, and form of financing to be used by a CFD after review of the related feasibility report and other required, pertinent information.

- J. All public infrastructure to be acquired shall be the subject of public bidding procedures in accordance with applicable laws, rules, and regulations and as would be applied by the City in a construction project for the City for such public infrastructure. In general, this requires compliance with Arizona Revised Statutes Title 34 and the City of Winslow procurement code.
- K. The CFD will not use bond proceeds or other CFD funds to purchase public rights-of-way or other real property to be used for public infrastructure if such real property would be required to be dedicated and conveyed to the City upon development of affected property.
- L. CFD bond proceeds will not be used for public infrastructure which is included in an infrastructure improvements plan adopted in support of a development impact fee.
- M. The amount of CFD debt shall not have any substantial direct or indirect negative impacts on the debt or financing capabilities of the City, and CFD debt shall not impose an unreasonable financial burden on future CFD residents. The City may consider debt burdens in its decision whether to approve the formation of a CFD.
- N. These policies may be modified from time to time by the City. Any applicant will be given the opportunity to propose alternative approaches to those provided herein, with the understanding that concerns of the City must be adequately addressed before the staff of the City will recommend approval of a CFD by the City.

ARTICLE IV. CONTENT OF APPLICATION

- A. Completed Application: Pursuant to A.R.S. § 48-702(B), an entity (the “Applicant”) shall submit a completed application for the formation of a CFD (the “Completed Application”) to the City’s Finance Department before the City will consider forming a CFD. The Completed Application shall, at a minimum, contain the information set forth below and must be organized in the manner described in this Article. The Applicant shall sign the Completed Application. Applicant’s signature shall be notarized.
 - 1. A description of the Applicant, including the corporate and organizational structure of the entity making the application, the names of all officers and corporate directors directly related to or associated with the proposed CFD, the name, address and telephone number of the primary contact for the Applicant, the names of any legal representatives, engineers, architects, financial consultants or other consultants significantly involved in the application and a general description of the Applicant’s experience with similar types of developments.
 - 2. A general plan setting out a description of the public infrastructure for which the district is proposed to be formed, the general areas to be improved (including an

analysis of the appropriateness of the proposed CFD boundaries) and the estimated costs of acquisition of the public infrastructure to be acquired by the proposed CFD.

3. A petition in a form provided by the City signed by the owners of at least 25% of the land area proposed to be included in the CFD. The petition must include a legal description and boundary map and a list of all parcels in the proposed CFD along with the parcel number, owner names, situs address and lot size (parcel square footage or acreage) for each individual parcel. Signatures on the petition should be notarized.
4. Evidence demonstrating the Applicant's ability and capacity (including financial statements and supporting information) to undertake the proposed public infrastructure and private development.
5. A description of how the proposed CFD meets the existing development objectives of the City, including the degree to which the CFD is consistent with the goals of the City's General Plan for promoting orderly development, consistent with growth management policies and zoning requirements and the degree to which the land use plan for the CFD is consistent with the City's General Plan Map for the area.
6. A current title report showing the names and addresses of persons with any interest in the land within the proposed CFD boundaries.
7. A certificate from the county assessor showing the parcels in the CFD and the names and addresses of the owners thereof.
8. A certificate from the county elections department showing the names and addresses of all qualified electors in the proposed CFD boundaries.
9. A general plan setting out the annual operation and maintenance costs of the public infrastructure and the governmental approvals that will be required for both the public and private improvements to be constructed and operated within the proposed CFD.
10. A proposed project schedule for commencement and completion of the public infrastructure and the private development within the proposed CFD.
11. A financing plan for the public infrastructure and private development, including both public and private financing components of the development. This should include the proposed types and amounts of tax-exempt/taxable bonds requested to be considered for the public infrastructure and how the requirements of Article VI(D) and Article VI(F) specifically will be met if general obligation bonds or assessment bonds respectively, are to be issued, as well as the financing plan of the

Application for the private developments and the sources of the proposed financing of debt or equity.

12. A detailed sources and uses of funds to be used to cover the capital, operating and maintenance costs for the public infrastructure within the proposed CFD. This schedule should include the detailed description of components of the public infrastructure that will be financed by the type of bonds requested to be issued.
13. An analysis of how the proposed debt financing, operation and maintenance costs, user charges and other CFD costs will be allocated and what will be the impact to the ultimate end users of the property, specifically projected property taxes and property tax rates, special assessments, fees, charges and any other costs that would be borne by property in the CFD while such obligations would be outstanding. The analysis shall also address the impact these costs will have on the marketability of the private development and a comparison of proposed tax rates or charges within the proposed CFD contrasted with the tax rates and charges within the proposed CFD contrasted to the tax rates and charges in adjoining and similar areas outside of the proposed CFD.
14. A market absorption study for the private development in the CFD, prepared, if required by the City, by an independent consultant acceptable to the City, which shall include estimates of the revenue to be generated by the development, an estimate of the ability of the market to absorb the development, and a market absorption calendar for the development.
15. A description and estimated amounts of the proposed equity contribution from the Applicant and a calendar showing the timing of such equity contribution.
16. A description of how indemnification (including for paying expenses) as to be required by the City and the CFD will be provided by the Applicant to the City and the CFD and their agents, officers, and employees for, from, and against any and all liabilities, claims, costs and expenses, including attorneys' fees, incurred in any challenge or proceeding to the formation, operation, administration of the CFD, the offer and sale of CFD bonds, the levying by the CFD of any tax, assessment or charge and the operation and maintenance of public infrastructure financed or owned by the CFD. The Completed Application shall include a description of why the financial statements and other supporting information for the entity providing the indemnification should be relied on uncollateralized and, if determined not to be adequate, shall describe how appropriate collateral to cover the indemnity in the form of a letter of credit in an amount agreed upon by the City/CFD will be provided.

17. A detailed description of the proposed marketing plan to be used by the Applicant and/or home builders to market property within the CFD. This information may include, but is not limited to, descriptions and cost estimates of public infrastructure improvements to be financed by the CFD and a comparison of the proposed CFD to similar CFDs in the area.
18. A homebuyer disclosure form with a signed acknowledgement of receipt by the initial homebuyer of each lot in the CFD with a description of the signing and record-keeping processes to be used for retaining all signed homebuyer disclosure forms, which shall include a requirement that the Applicant or home builder shall file with the City a copy of each signed homebuyer disclosure form within 30 days of sale, in which the Applicant or home builder explains to prospective CFD landowners all of the following:
 - a. The existence of the CFD.
 - b. The purposes for which the CFD was formed.
 - c. The CFD's expected and possible secondary property tax rate.
 - d. The estimated annual secondary tax amount based on applying the CFD's expected and possible secondary property tax rate to a representative residential property value.
 - e. Assessment and other financial burdens of the CFD.
19. Descriptions about how matters required to be dealt with by the hereinafter described Development Agreement are to be addressed.

ARTICLE V. APPLICATION AND FORMATION PROCEDURES

- A. Prior to submission of a Completed Application, and at the request of a potential Applicant, the Finance Director may arrange a pre-application conference with the potential Applicant, appropriate City staff, and outside professionals and consultants, for the purpose of discussing the possible submission of a Completed Application for conformity with these policies. The conference will include discussion of the necessity for the letter of credit required by Article IV(A)(16). Otherwise, the letter of credit will be required automatically.
- B. The Applicant shall provide any and all supplemental information requested by City staff at or following the pre-application conference or any other time during the application process.

- C. The original and one electronic copy of the Completed Application shall be submitted to the Finance Director of the City who will coordinate an interdepartmental analysis.
- D. At the time of submission of the Completed Application, the Applicant shall pay an application fee of \$15,000.00.
- E. The review, analysis and consideration of a Completed Application will include:
 - 1. A comprehensive review to determine whether it is consistent with these policies, identification of missing or incomplete information and identification and discussion of any concerns with the Applicant. This will include, but will not be limited to, examining the project feasibility, analysis of land ownership interests, financing analyses, risk analysis and evaluation of community benefits.
 - 2. Under the direction of the Finance Director, a report may be prepared including recommendations related to the proposed CFD and an analysis of the impact of the formation of the proposed CFD and its effects on the City. The report may recommend that additional requirements be placed on the Applicant, on any related developer, landowner, or builder, and/or on the proposed CFD itself. This review will include the preliminary approval of the form, terms and provisions of the “substantially complete” Development and Financing Participation Agreement necessary for formation of a CFD.
- F. Within 60 days after the Applicant’s submission of a Completed Application, the City shall hold a public hearing to consider the Completed Application. If the City does not move forward with formation of the CFD, it will provide a written basis for not doing so and shall identify the specific changes needed.
- G. If the City Council approves the formation of a CFD, any existing agreements with the Applicant for the provision of public infrastructure proposed to be furnished by the CFD will be amended to reflect the agreements and conditions pertaining to the CFD. The amendments will reflect that such infrastructure will be provided (including by acquisition) by either the Applicant or the CFD.
- H. If the City Council approves formation of a CFD, the Applicant and City staff shall coordinate a schedule of events for formation of the CFD and shall finalize negotiation of a development agreement among the Applicant, the City and the proposed CFD (the “Development Agreement”), which shall be entered into concurrently with formation of the CFD and which shall incorporate the requirements of any report or recommendations of City staff relating to the CFD, the requirements of these policies, and any other restrictions and provisions required by the City.

ARTICLE VI. CFD OPERATIONS AND DEBT FINANCING

- A. Upon formation of a CFD, the Applicant shall deposit with the City a non-refundable administrative expense fee in the amount of \$50,000.00. The administrative expense fee shall be applied by the City to the costs and expenses incurred in connection with the formation, review of any feasibility study, election costs, administration, operation, and maintenance of the CFD or its public infrastructure. From time to time, upon depletion of the administrative expense fee, the City may request, and the Applicant shall promptly deposit, additional \$25,000.00 deposits to be applied to the purposes contemplated in this Article VI(A).
1. An ad valorem tax of \$0.30 per \$100.00 of assessed valuation for all real and personal property in the CFD shall be assessed pursuant to A.R.S. § 48-723 to cover administrative, operation, and maintenance expenses incurred by the CFD and by the City for the benefit of the CFD. CFD administration, operation, and maintenance costs will be paid first from the proceeds of this ad valorem tax, and then from the Applicant's deposit referenced in Article VI(A) above.
 2. If required for formation of the CFD, the Applicant shall provide the letter of credit described in Article IV(A)(16).
 3. The security required under Article VI(A) and Article VI(A)(2) above shall remain in full force and effect until otherwise provided in the Development Agreement.
- B. General obligation bonds of the CFD are secured by an ad valorem tax on all taxable property located within the CFD. The following information shall be provided:
1. The current direct and overlapping tax and assessment burden on the taxable property that is proposed to be taxed and the full cash value and assessed valuation of the taxable property as shown on the most recent assessment roll.
 2. The amount and timing of CFD general obligation bonds to be issued.
 3. The expected market absorption of development within the CFD.
 4. The effect of the CFD bond issuance on CFD tax rates, calculated as of the beginning, midway through, and at the end of the market absorption period, or based on the phasing of the project to be financed, as applicable.
 5. Estimated savings, if any, to residents in the form of reduced home sales prices which are projected to result from CFD financing.
 6. The proposed total tax rate of the CFD.

- a. If the pre-established debt service target tax rate (\$_____ per \$100 of assessed valuation) is not sufficient to pay the entire debt service in respect of outstanding general obligation bonds when due at the time of issuance thereof, the Applicant will be required to contribute an amount annually sufficient to pay the difference between the revenues produced by the pre-established target tax rate and the actual CFD debt service coming due in that fiscal year. How this will happen should be described in the Development Agreement.
 - b. To secure the Applicant's payment of the contribution described in the preceding subparagraph, the Applicant shall provide a letter of credit equal to the greater of (i) five times the difference between Cumulative Maximum Annual Debt Service ("CMADS") and the estimated taxes to be collected in the year immediately following the year of bond issuance or (ii) _____ times CMADS. Any letter of credit for prior bond sales will be taken into account for the purpose of determining the amount of the letter of credit required for each subsequent bond issuance. CMADS is the maximum annual debt service with respect to all series of bonds outstanding, including, on the date of issuance of a series of bonds, the series of bonds then being issued. All of the foregoing items need to be described in detail in the Development Agreement. The security shall remain in full force and effect until all of the bonds are paid off or the assessed value of real property in the CFD generates ad valorem taxes at the pre-established CFD target tax rate sufficient to pay CMADS for a period of five consecutive tax years beginning the year immediately following the final bond issuance.
 - c. The foregoing shall not apply to the issuance of bonds in order to get a tax levy in place before sale of property to ultimate users.
7. The marketing plan for the issuance of bonds shall be described. The plan should include a statement of whether the bonds will be publicly offered or privately placed.
- C. Revenue bonds shall be payable from a CFD revenue source. The following shall be provided:
1. The current direct and overlapping tax and assessment burdens on the taxable property within the CFD and the full cash value and assessed valuation of that taxable property as shown on the most recent assessment roll.
 2. The revenue source from which bonds will be payable. The City reserves the right to require the applicant to produce such independently prepared feasibility studies or reports as it deems necessary to confirm the amount and availability of revenues.

3. The expected market absorption of development within the CFD.
 4. The amount and timing of CFD revenue bonds to be issued.
 5. The financial impact of the proposed issue(s) on prospective residents.
 6. The marketing plan for the issuance of bonds shall be described. The plan should include a statement of whether the bonds will be publicly offered or privately placed.
- D. Assessment bonds shall be secured by first lien (subject only to the lien for general taxes and prior special assessments) on the property benefited. (In connection with any issuance of bonds a current, independent fee appraisal of the fair cash market value of the property within the CFD which is to be assessed, prepared by a person who is designated as a Member Appraisal Institute and a certified general real estate appraiser shall be provided, such appraisal to be in form and substance acceptable to the CFD, in its sole discretion (the "Appraisal").) The following shall be provided:
1. The current direct and overlapping tax and assessment burdens on real property to comprise the CFD and the full cash value and assessed valuation of that property as shown on the most recent assessment roll.
 2. The amount and timing of CFD assessment bonds to be issued.
 3. The expected market absorption of development within the CFD.
 4. The assessment burden to be placed on prospective residents.
 5. Whether the assessments will be paid upon the sale of lots by the Applicant or will remain on the property after sale.
 6. If assessed parcels of land are expected to be subdivided, the process by which the assessments will be allocated to the subdivided land. The Applicant will be responsible for all costs and expenses incurred in connection with any assessment modification, reallocation or recapitulation.
 7. Whether the assessment bonds will be publicly offered or privately placed.
 - a. Publicly offered assessment bonds must be rated in one of the four highest investment grade ratings from Standard & Poor's Corporation, Moody's Investors Service, Inc., or another nationally recognized bond rating service. Alternatively, in an unrated public offering, the Appraisal must evidence:

- (1) A land value to debt ratio of at least 4 to 1 prior to the issuance of debt for extraordinary public infrastructure requirements.
 - (2) A land value to debt ratio of at least 6 to 1 prior to the issuance of debt in all other circumstances.
- b. Privately placed bonds need not be rated; however, the purchasers of such assessment bonds must be “qualified institutional buyers” who must agree to hold the bonds for their own account. In connection with the sale of unrated privately placed assessment bonds, the Appraisal must indicate a land value to debt ratio of at least 4 to 1 as of a date prior to the issuance of debt.
- c. The Appraisal for an unrated public offering or for privately placed bonds shall value the property as follows:
- (1) Where the bonds will be used to pay for extraordinary public infrastructure requirements (, the Appraisal shall be based on the appraised value of the land to be encumbered including the value of constructed or expected to be constructed public infrastructure. The value of other improvements expected to be constructed will only be considered if adequate security (performance bond or similar) is in place to ensure that the assets are constructed.
 - (2) In all other circumstances, the Appraisal shall be based on the appraised value of the land to be encumbered at its bulk wholesale value prior to any private or public improvements being installed.

ARTICLE VII. FINANCING CONSIDERATIONS

- A. The Applicant shall provide at least \$0.25 in infrastructure or community improvements for each \$1.00 of debt to be issued by a CFD to finance public infrastructure. If agreed to by the CFD, infrastructure and community improvements previously constructed or acquired by the Applicant and benefiting the property within the CFD may be included in calculating the Applicant’s compliance with this Article VII(A).
- B. If allowed by law, all bond issues shall include a debt service reserve fund in an amount acceptable to the CFD Board.
- C. General obligation bond authorization for a CFD shall be used no later than the earlier of the 15th anniversary of the first bond issuance (other than for the purpose described in Article VI(B)(6)(c)) or 75% of development of lots. Under extenuating circumstances, the CFD Board may, in its sole and absolute discretion, extend this period.

- D. Unless otherwise provided pursuant to other requirements, prior to CFD acquisition of public infrastructure, an independent environmental report or assessment of any real property which will be dedicated to or otherwise owned, leased or operated by the City or the CFD and a proposed form or indemnity agreement with respect to all environmental liability shall be required.

ORDINANCE NO. 1419

AN ORDINANCE OF THE COUNCIL OF THE CITY OF WINSLOW, ARIZONA, DECLARING THE DOCUMENT ENTITLED, "THE CITY OF WINSLOW RECREATIONAL VEHICLE CODE CHANGES 2024" AS A PUBLIC RECORD; ADOPTING THE "CITY OF WINSLOW RECREATIONAL VEHICLE CODE CHANGES 2024" ATTACHED HERETO AS EXHIBIT A BY REFERENCE AS AN AMENDMENT TO THE CITY OF WINSLOW CODE, AMENDING THE CODE OF THE CITY OF WINSLOW, ARIZONA, TITLE 10 VEHICLES AND TRAFFIC, BY AMENDING CHAPTER 10.08 STOPPING, STANDING OR PARKING, SECTIONS 10.08.095 PARKING AND STORAGE OF TRAVEL TRAILER, OTHER TRAILER, MOTOR HOME, WATERCRAFT, AND/OR RECREATIONAL VEHICLE; AND 10.08.120 VIOLATION-PENALTY; AND AMENDING CHAPTER 10.12 ABANDONED MOTOR VEHICLES, SECTION 10.12.010 DEFINITIONS; AND AMENDING TITLE 15 BUILDINGS AND CONSTRUCTION; CHAPTER 15.16 FLOOD DAMAGE PREVENTION; BY AMENDING SECTION 15.16.250 STANDARDS FOR RECREATIONAL VEHICLES; ALL RELATED TO PARKING AND USE OF RECREATIONAL VEHICLES INCLUDING TRAVEL TRAILERS, MOTOR HOMES, AND OTHER TRAILERS AND WATERCRAFT USED FOR RECREATIONAL PURPOSES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING PENALTIES.

WHEREAS, the City Council desires to adopt certain regulations to related to the parking of recreational vehicles including travel trailers, motor homes, and other trailers and watercraft used for recreational purposes in order to protect public health, safety, and welfare and ensure that such vehicles are parked in a manner that does not obstruct visibility or otherwise cause or contribute to nuisance conditions; and

WHEREAS, that certain document known as the "The City of Winslow Recreational Vehicle Code Changes 2024," of which at least three paper copies or one paper copy and one electronic copy are on file with the City Clerk for the City of Winslow in compliance with A.R.S. § 9-802, are hereby declared a public record and at all times shall be kept available for public use and inspection.

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

Section 1. In General.

The City of Winslow Municipal Code is hereby amended by amending Title 10 Vehicles and Traffic, by amending Chapter 10.08 Stopping, Standing or Parking, Sections 10.08.095 Parking and Storage of Travel Trailer, Other Trailer, Motor Home, Watercraft, and/or Recreational Vehicle; 10.08.120 Violation-Penalty; and amending Chapter 10.12 Abandoned Motor Vehicles, Section 10.12.010 Definitions; and amending Title 15 Buildings and Construction; Chapter 15.16 Flood Damage Prevention; by amending Section 15.16.250 Standards for Recreational Vehicles, to read as set forth in that certain document entitled, "The City of Winslow Recreational Vehicle Code Changes 2024," which document is hereby adopted and incorporated by reference.

Section 2. Providing for Repeal of Conflicting Ordinances.

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

Section 3. Providing for Severability.

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

Section 4. Providing for Penalties.

Violation of Chapter 10.08 of City Code, as amended by this Ordinance, shall be subject to Section 10.08.120:

- A. If a law enforcement officer employed by the city, parking enforcement specialist, unarmed police aid, or other duly authorized agent acting on behalf of the city pursuant to A.R.S. §§ 28-627, 28-885, 28-886, or 28-1593, as amended, finds a motor vehicle, travel trailer, other trailer, motor home, watercraft or recreational vehicle stopped, standing or parked in violation of this chapter, the officer or agent may issue a complaint to the operator or other person in charge of the vehicle or place a notice of violation on the vehicle in the discretion of the officer or agent.
- B. A violator of any section of this chapter shall be responsible for a civil infraction, punishable by a fine not less than fifty dollars (\$50.00) nor more than two hundred fifty dollars (\$250.00) for each violation. Each occurrence or day the violation continues shall be a separate offense.
- C. After having been found responsible for committing three (3) or more civil infractions of the same code provision in any twenty-four (24) month period, whether by admission, by payment of the fine, by default or by judgment after hearing, a person is a habitual offender and may be charged with a Class 1 misdemeanor. For purposes of calculating the twenty-four (24) month period under this subsection, the dates of the commission of the offenses shall be used. Any person found guilty of a Class 1 misdemeanor under this subsection shall be punished by a fine of not less than five hundred dollars (\$500.00) nor more than two thousand five hundred dollars (\$2,500), exclusive of penalty assessments prescribed by law, or by imprisonment for a period not to exceed six (6) months, or by both such fine and imprisonment.

Violation of Chapter 10.12 of City Code, as amended by this Ordinance, shall be subject to Section 10.12.080:

Every owner, tenant, lessee, occupant or other person who shall fail, neglect or refuse to abate the aforementioned nuisance as provided in this Ordinance shall be guilty of a Class 2 misdemeanor. The imposition of any sentence shall not exempt the offender from compliance with the requirements of this chapter.

Violation of Chapter 15.16 Flood Damage Prevention, as amended by this Ordinance, shall be subject to Section 15.04.090:

Any person who shall violate any of the provisions of this chapter or who shall fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, shall be guilty of a Class 1 misdemeanor punishable by a fine not to exceed two thousand five hundred dollars (\$2,500), imprisonment for a period not to exceed six (6) months, or by both such fine and imprisonment. Each and every day that a violation or failure to perform continues shall be a separate offense punishable as herein described.

PASSED AND ADOPTED by the Council of the City of Winslow, Arizona, this 10th day of December, 2024.

Roberta W. Cano, Mayor

ATTEST:

Suzy Wetzel, City Clerk

APPROVED AS TO FORM:

Trish Stuhan, City Attorney

EXHIBIT A IS ON FILE AT AND MAY BE OBTAINED FROM THE OFFICE OF THE CITY CLERK OF THE CITY OF WINSLOW, 102 EAST THIRD STREET, WINSLOW, AZ 86047
(928-289-1416)

THE CITY OF WINSLOW RECREATIONAL VEHICLE CODE CHANGES 2024

The City Code of the City of Winslow, Title 10 Vehicles and Traffic, is hereby amended as follows (new text in ALL CAPS; deletions in ~~strikeout~~):

TITLE 10 VEHICLES AND TRAFFIC

Chapter 10.08 Stopping, Standing and Parking

* * *

10.08.095 **Parking and Storage of Travel Trailer, Other Trailer, Motor Home, Watercraft, and/or Recreational Vehicle**

- A. **PARKING ON PUBLIC STREETS:** A travel trailer, other trailer, motor home, watercraft and/or recreational vehicle shall not be stored on any public street or right-of-way, nor shall said vehicle(s) be parked on any public street or right-of-way for a period longer than seventy-two (72) hours at one (1) time and no longer than ninety-six (96) hours total time in any thirty (30) day period.
- B. **PARKING ON PRIVATE PROPERTY: THE OWNER OF A TRAVEL TRAILER, OTHER TRAILER, MOTOR HOME, WATERCRAFT AND/OR RECREATIONAL VEHICLE MAY PARK SAID “VEHICLES” ON HIS OR HER PRIVATE PROPERTY; PROVIDED, THAT ALL OF THE FOLLOWING CRITERIA ARE MET:**
1. **THE VEHICLE SHALL NOT BE PARKED ON A ~~VACANT LOT,~~ PUBLIC RIGHT OF WAY OR EASEMENT EXCEPT FOR THE PURPOSE OF ACTIVELY LOADING OR UNLOADING THE VEHICLE.**
 2. **~~THE VEHICLE SHALL BE PARKED ONLY IN A SIDE YARD OR REAR YARD OF ANY ONE LOT ON AN IMPROVED SURFACE (NO PARKING IN UNIMPROVED DIRT AREAS).~~**
 32. **~~THE VEHICLE MAY BE PARKED INSIDE THE LOT LINE PROVIDED IT DOES NOT CROSS THE LOT LINE INTO THE RIGHT OF WAY.~~ THE VEHICLE SHALL BE PARKED IN A SIDE YARD OR REAR YARD OF ANY ONE LOT. THE FRONT YARD MAY ALSO BE UTILIZED FOR PARKING IF THE VEHICLE IS PARKED ON A DRIVEWAY**

CONTIGUOUS WITH SUCH PARKING, THE VEHICLE IS PARKED ON AN IMPROVED SURFACE, AND THE TOTAL PARKING AREA DOES NOT EXCEED 50% OF THE FRONT YARD AREA. PURSUANT TO THIS SECTION, AN IMPROVED SURFACE IS A DRIVEWAY OR PARKING AREA MADE OF HARD MATERIAL LIKE CONCRETE, ASPHALT, PAVING STONES, OR GRAVEL.

- 43. THE VEHICLE SHALL NOT BE USED FOR BUSINESS PURPOSES.
- 54. THE VEHICLE SHALL NOT BE (1) USED FOR SLEEPING OR LIVING ACCOMMODATIONS FOR A PERIOD LONGER THAN SEVENTY-TWO (72) HOURS UNLESS LOCATED IN AN AUTHORIZED RECREATIONAL VEHICLE PARK (SEE SECTION 17.60.160 OF CITY CODE), OR (2) USED FOR SLEEPING OR LIVING ACCOMMODATIONS OR CONNECTED TO WATER OR SEWER FOR MORE THAN THIRTY (30) DAYS TOTAL IN ANY CALENDAR YEAR.
- 65. THE VEHICLE SHALL BE PARKED IN A MANNER THAT COMPLIES WITH FIRE CODES ADOPTED BY THE CITY.
- 76. NO MORE THAN ~~TWO (2)~~ **FIVE (5)** TRAVEL TRAILERS, OTHER TRAILERS, MOTOR HOMES, WATERCRAFTS AND/OR RECREATIONAL VEHICLES ARE ALLOWED TO BE PARKED ON ANY SINGLE LOT ABSENT APPROVED USE AS A STORAGE FACILITY OR OTHER PERMISSION FROM THE CITY GRANTED PURSUANT TO CODE.

* * *

10.08.120 Violation–Penalty

- A. If a law enforcement officer employed by the city, parking enforcement specialist, unarmed police aid, or other duly authorized agent acting on behalf of the city pursuant to A.R.S. §§ 28-627, 28-885, 28-886, or 28-1593, as amended, finds a motor vehicle, **TRAVEL TRAILER, OTHER TRAILER, MOTOR HOME, WATERCRAFT OR RECREATIONAL VEHICLE** stopped, standing or parked in violation of this chapter, the officer or agent may issue a complaint to the operator or other person in charge of the ~~motor~~ vehicle or place a notice of violation on the vehicle in the discretion of the officer or agent.

- B. A violator of any section of this chapter shall be responsible for a civil infraction, punishable by a fine not less than fifty dollars (\$50.00) nor more than two hundred fifty dollars (\$250.00) for each violation. Each occurrence or day the violation continues shall be a separate offense.
- C. After having been found responsible for committing three (3) or more civil infractions of the same code provision in any twenty-four (24) month period, whether by admission, by payment of the fine, by default or by judgment after hearing, a person is a habitual offender and may be charged with a Class 1 misdemeanor. For purposes of calculating the twenty-four (24) month period under this subsection, the dates of the commission of the offenses shall be used. Any person found guilty of a Class 1 misdemeanor under this subsection shall be punished by a fine of not less than five hundred dollars (\$500.00) nor more than two thousand five hundred dollars (\$2,500), exclusive of penalty assessments prescribed by law, or by imprisonment for a period not to exceed six (6) months, or by both such fine and imprisonment.

* * *

10.12.010 Definitions

Except where otherwise indicated by the context of this chapter, the following definitions shall apply in the interpretation and enforcement of this chapter:

"Abandoned" means abandoned, worn out, unused, stripped, unclaimed, scrapped, junked or discarded.

"**Motor vehicle**" means automobile, truck, ~~or~~ tractor, **MOTOR HOME, OR RECREATIONAL VEHICLE.**

"Private property" means land owned by any person, firm, partnership or corporation other than the United States, the state or the city.

"Storage" means the presence or locating of abandoned motor vehicles.

* * *

The City Code of the City of Winslow, Title 15 Buildings and Construction; is hereby amended to read as follows (new text in **ALL CAPS**; deletions in ~~strikeout~~):

TITLE 15 BUILDINGS AND CONSTRUCTION

Chapter 15.16 Flood Damage Prevention

* * *

15.16.250 Standards for Recreational Vehicles

All recreational vehicles placed on site shall:

- ~~A. Be on site for fewer than one hundred eighty (180) consecutive days; or~~
- BA.** Be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
- CB.** Meet the permit requirements of Section 15.16.190 and the elevation and anchoring requirements for manufactured homes in Section 15.16.240.

EXHIBIT A

THE CITY OF WINSLOW SPECIAL EVENTS CHAPTER

The City Code of the City of Winslow, Title 12 Streets, Sidewalks and Public Places, by adding Chapter 12.12 Special Events to read as follows (new text in ALL CAPS):

TITLE 12 STREETS, SIDEWALKS AND PUBLIC PLACES

Chapter 12.12 SPECIAL EVENTS

Sections:

12.12.010	General
12.12.020	Issuance of Permits
12.12.030	Contents of Applications
12.12.040	Special Event Regulations
12.12.050	Revocation of Permit
12.12.060	Penalties

Section 12.12.010 General

A. Purpose

The purpose of this chapter is to set forth regulations for special events in the city and standards for the issuance of special events permits in order that public safety, health and general welfare are protected.

B. Definitions

1. "Exhibition" means an outdoor display of items, including but not limited to vehicles, agricultural products, homemade items, arts or crafts, whether for sale or not.
2. "Fair" or "carnival" means a gathering of stalls, amusements, rides, sideshows, games of skill and/or vendors for public entertainment.
3. "Festival" means a recreational, social, educational, or cultural activity that includes activities such as rides, animal events, art shows, cultural exhibitions and/or live music in an outdoor setting.
4. "Musical concert" means a performance of music for an audience primarily attended by members of the public, whether or not there is an entrance fee.
5. "Sporting event" means a competition or activity involving more or less vigorous bodily exertion including but not limited to football, baseball, basketball or golf.
6. "Special event" means any of the following temporary activities that occur which the public is invited or allowed to participate:

- a. Outdoor musical concerts, festivals, fairs, carnivals, farmer's markets or exhibitions whether held on public property or private property.
 - b. Sporting events that require the use of public streets or other City property.
7. **Special Events Review Board:** The Board shall be an advisory board to the City Manager and shall consist of the Public Works Director, Police Chief, Fire Chief and other personnel as designated by the City Manager.

Section 12.12.020 Issuance of Permits

A. Permits Required

- 1. No person may conduct a special event without having first obtained a special event permit from the city.
- 2. Applications for special events shall be submitted to the Special Events Review Board at least thirty (30) days prior to the scheduled start of the special event. The application shall be on a form provided by the city and shall include a site plan depicting existing facilities and proposed temporary facilities and activities and any other information required.
- 3. The Special Events Review Board shall review the application for completeness and notify the applicant of any incomplete items within five (5) working days of the receipt of the application. The Special Events Review Board shall approve, approve with modifications or conditions or deny the application within ten (10) working days of receipt of a complete application if the application does not comply with the requirements of this chapter.
- 4. The Special Events Review Board may deny an application for a special event permit if:
 - a. The application contains a misrepresentation, false or misleading statement, evasion or suppression of a material fact.
 - b. Another special event has been approved to occur on the same day in the same area or traffic circulation would be impeded or public safety would be compromised by having two or more special events in the same area.
 - c. The application does not comply with this chapter and all other applicable codes, ordinances or other laws.
 - d. The proposed special event is unlawful or constitutes a public nuisance.
- 5. A decision of the Special Events Review Board to deny an application under this subsection may be appealed to the City Council.
- 6. The special event permit shall include the approved duration of the special event.
- 7. The special event permit shall be displayed at the special event site in a conspicuous location for the duration of the special event.

B. Application Fee; Permit Fee

- 1. No application fee shall be charged for special event permits.

2. Special event permit fees for approved events shall be established by the City Council and included in the city's fee schedule.

C. Deposit Required

Special event applicants for special events to be held on public property shall file with the city a security deposit in an amount established by the city. The deposit shall be refundable to the applicant after the city determines that all conditions and requirements associated with the approved application and this Section have been met. At a minimum, the list of vendors shall be submitted and the special event site and all streets and other property used by or affected by the special event shall be restored to their original condition, including but not limited to removal of debris and waste.

D. Authority to Waive Fees and Deposits

The City Manager may waive the permit fee for a special event solely sponsored and operated by, or in which the entire proceeds accrue to, an entity which is exempt from federal income taxation under Section 501(c) of the Internal Revenue Code of 1986. No such waiver shall be granted where a for-profit entity is involved in organizing or operating the special event.

E. Appeal to City Council

1. If the Special Event Review Board denies an application for a special event, the applicant may appeal the decision to City Council by written request stating the reasons thereof filed with the City Clerk within ten (10) days after the notice of the denial is received.
2. An appeal hearing shall be held by City Council within thirty (30) days after receipt of an appeal at a regularly scheduled City Council meeting. The applicant shall be provided with written notice of the appeal hearing at least five (5) days prior to the hearing. At the hearing all parties shall have the right to be represented by counsel, to present testimony and evidence. The City Council shall by majority vote of members present render a written decision based on findings of fact and the application of the standards herein which shall be mailed to the applicant. The decision of the Council shall be final.

F. Duration of Permit

A special event permit shall be valid for the approved duration of the special event.

G. Extensions of Permit

The City Manager may grant an extension of the permit provided the applicant submits, in writing, a request for such an extension prior to the end of the special event.

Section 12.12.030 Contents of Application

A. Security and Safety

The application for a special event with a duration of more than four (4) hours shall include and provide for the information required by this Section and, in addition, the Fire Chief may require a public safety plan in accordance with 403.12 of the City's Fire Code.

1. Crowd Control Plan. The crowd control plan shall include a minimum of two (2) off-duty sworn public safety officers or other security personnel, approved by the Special Events Review Board, to monitor crowd control. Such security shall be provided for special events

anticipated to generate between two hundred (200) and one thousand (1,000) persons and one additional officer or other approved security personnel for every anticipated one thousand (1,000) persons thereafter. The Special Events Review Board has the authority to determine the anticipated number of persons in attendance. The above minimum requirements may be increased or reduced upon authorization of the Special Events Review Board.

2. City Codes. A plan to address all fire and life safety concerns and the provisions of the city's building and other life safety codes. The Special Events Review Board shall determine the appropriate number of fire and medical personnel needed to provide fire prevention and medical coverage.

B. Traffic Circulation and Parking

The application for a special event with a duration of more than four hours shall include the following information and provide for the following:

1. Traffic Circulation. A plan for traffic circulation and control, including provisions for emergency vehicle access before, during and after the event, for each day of the event. The adequacy of the plan shall be determined by the Special Events Review Board. The Special Events Review Board has the authority to determine the level of law enforcement personnel needed to regulate traffic associated with the event. The cost of such traffic control shall be paid by the applicant of the event. A copy of the contract with such law enforcement personnel shall be submitted to the City Manager at least seven (7) days prior to the special event. No special event shall be conducted without law enforcement personnel as required by the Special Events Review Board.
2. Parking. A plan to address anticipated parking demands. Parking along the shoulder of any major arterial road is prohibited. Vehicles shall not be parked in any manner that would create a traffic hazard as determined by the City Manager.

C. Noise

1. If amplified music is to be produced at the special event, a plan shall be prepared that assures that the sound levels shall not disturb the peace and quiet of residents of the city. The plan shall include sufficient information so that the City Manager may determine whether the sound will be heard by residents in residential neighborhoods.
2. Amplified sound shall not begin before 9:00 a.m. nor extend beyond 10:00 p.m. The Special Events Review Board may approve adjustments to hours of operation and hours of amplified sound based upon individual circumstances.
3. No amplified music will be permitted if the event will be located within 200 feet of a residential district unless approved by the City Council.

D. Toilet Facilities

The application for a special event with a duration of more than four hours shall include a plan for adequate toilet facilities. The plan shall provide for a minimum of three (3) toilet facilities per one thousand (1,000) persons anticipated to attend the special event. The Special Events Review Board may approve variations from these standards based on the length of the event, the spatial characteristics of the event, or other factors or considerations. All toilet facilities shall comply with Americans with Disabilities Act accessibility guidelines.

E. Solid Waste Disposal

The application for a special event to be held on public property shall include a plan for collection and disposal of solid waste and litter and for disposal of grease barrels for cooking oil. Separate containers shall be provided for the collection of recyclable materials. All solid waste, litter and recyclable materials shall be removed from the site within twenty-four (24) hours following the event. For multiple-day events, the grounds shall be maintained during each day of the event with no on-site accumulations which would create a nuisance or pose a health hazard. All solid waste shall be deposited appropriately by an approved garbage operator.

F. Electrical Hookups

The application shall include a plan for any electrical work required, including the use of a generator for the provision of electric service. All wiring shall be installed in compliance with the provisions of the National Electric Code and the city's electrical code and be approved by the building inspector.

G. Temporary Structures

The application shall set forth the plans for temporary structures, including but not limited to tents, stages, scaffolding and platforms. Such temporary structures shall be erected in compliance with the provisions of city code and building codes and be approved by the building inspector. No temporary structure shall be situated in such a manner that it could create a traffic hazard.

H. Street Closures

If the special event requires closure of any public streets, approval by the Special Events Review Board shall be obtained prior to issuance of the special event permit.

I. Use of Alcohol

If the special event will include sale, use or distribution of alcohol on public property, approval by the City Council and a special event liquor license shall be obtained prior to the issuance of the special event permit.

J. Vendors

If the special event will include vendors, the applicant shall provide a list of the vendors to the Special Events Review Board at least seven (7) days prior to the special event and shall submit an updated list to the Special Events Review Board within seven (7) days following the special event.

K. Inspection Required; Re-inspection Fee

Prior to the opening of the special event, the applicant shall call for an inspection to assure compliance with all permitting conditions. If the building inspector or the fire marshal finds that any permitting conditions have not been met, the applicant will be notified of the required corrections. The building inspector shall re-inspect the special event site without further charge.

Section 12.12.040 Special Event Regulations

A. Compliance

1. A condition of the permit shall be compliance with the plans approved with the application.

2. A condition of the permit shall be compliance with all applicable city ordinances and all applicable county, state and federal laws and regulations.

B. Hours of Operation

The hours of operation of the special event shall be as set forth on the special event permit.

Section 12.12.050 Revocation of Permit

A. Grounds for Revocation of Permit

1. A special events permit may be revoked by the City Manager for the following:
 - a. Failure to comply with the plans approved pursuant to Section 12.12.030.
 - b. Failure to comply with the requirements of this chapter.
 - c. Failure to comply with applicable city ordinances and county, state and federal laws and regulations.
2. A notice of revocation shall be delivered or mailed by first class mail to the permittee. All activities associated with the special event shall immediately cease as of the date of the notice.

B. Appeal of Revocation

1. If a special event permit is revoked, an appeal to the City Council may be filed following the same procedures as set forth in Section 12.12.020. The filing of an appeal shall not stay the decision to revoke the special events permit.
2. The decision of the City Council on appeal shall be final.

Section 12.12.060 Penalties

1. Any person who violates any section of this chapter shall be subject to the penalties set forth in Chapter 1-12 of this code.
2. Nothing provided herein shall be construed to limit the authority or ability of the city to seek civil injunctions to prohibit violations of this chapter or any other lawful remedy, in addition to the criminal penalties set forth in this chapter.

Mayor
Roberta W. Cano

(928) 289-2422



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

AGENDA DATE: December 10, 2024

TO: David Coolidge, City Manager

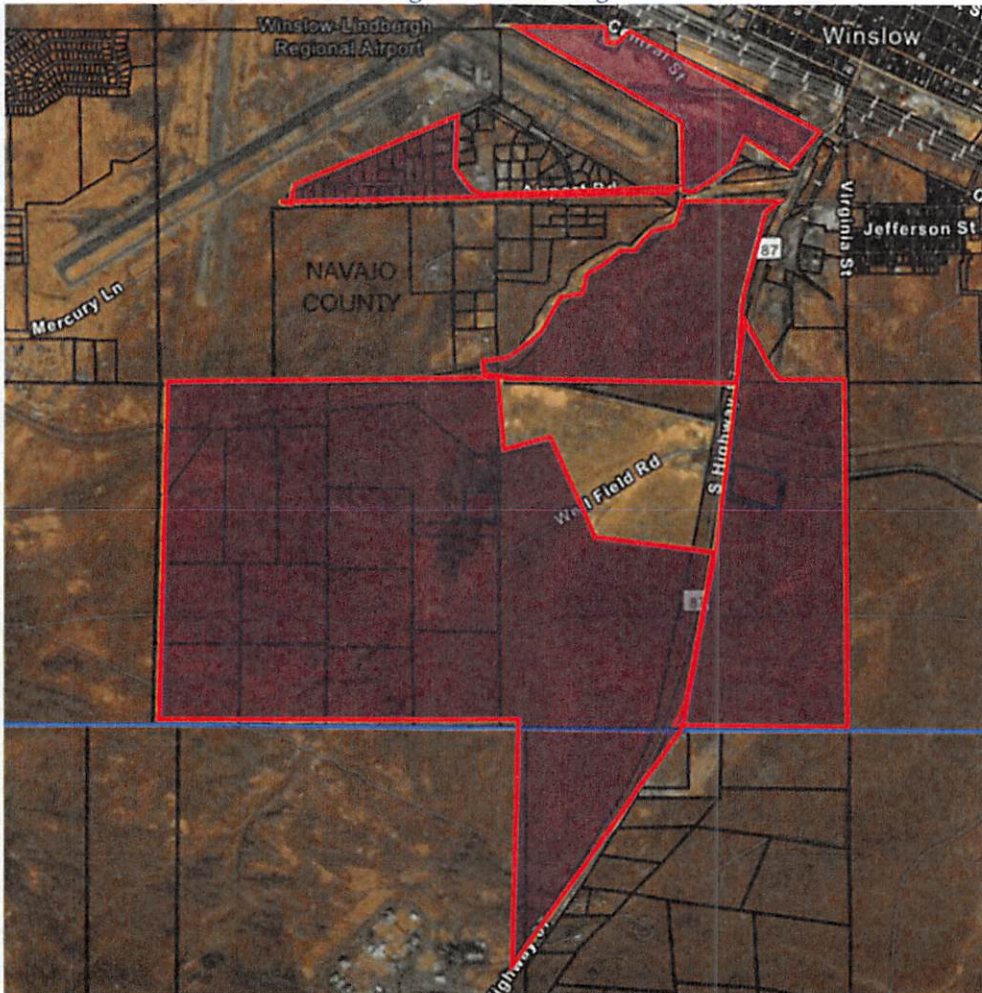
FROM: Jason Sanks, Zoning Hearing Officer

SUBJECT: Preliminary Planned Area Development (PAD) Rezoning Request to allow an approximately 1,479-acre commerce and industrial park for Atlas Global, generally located south of the BNSF Railroad on both sides of State Route 87.

OVERVIEW

The proposed development is located on approximately 1,479 acres over numerous parcels, see Figure 1 – Aerial Image, below:

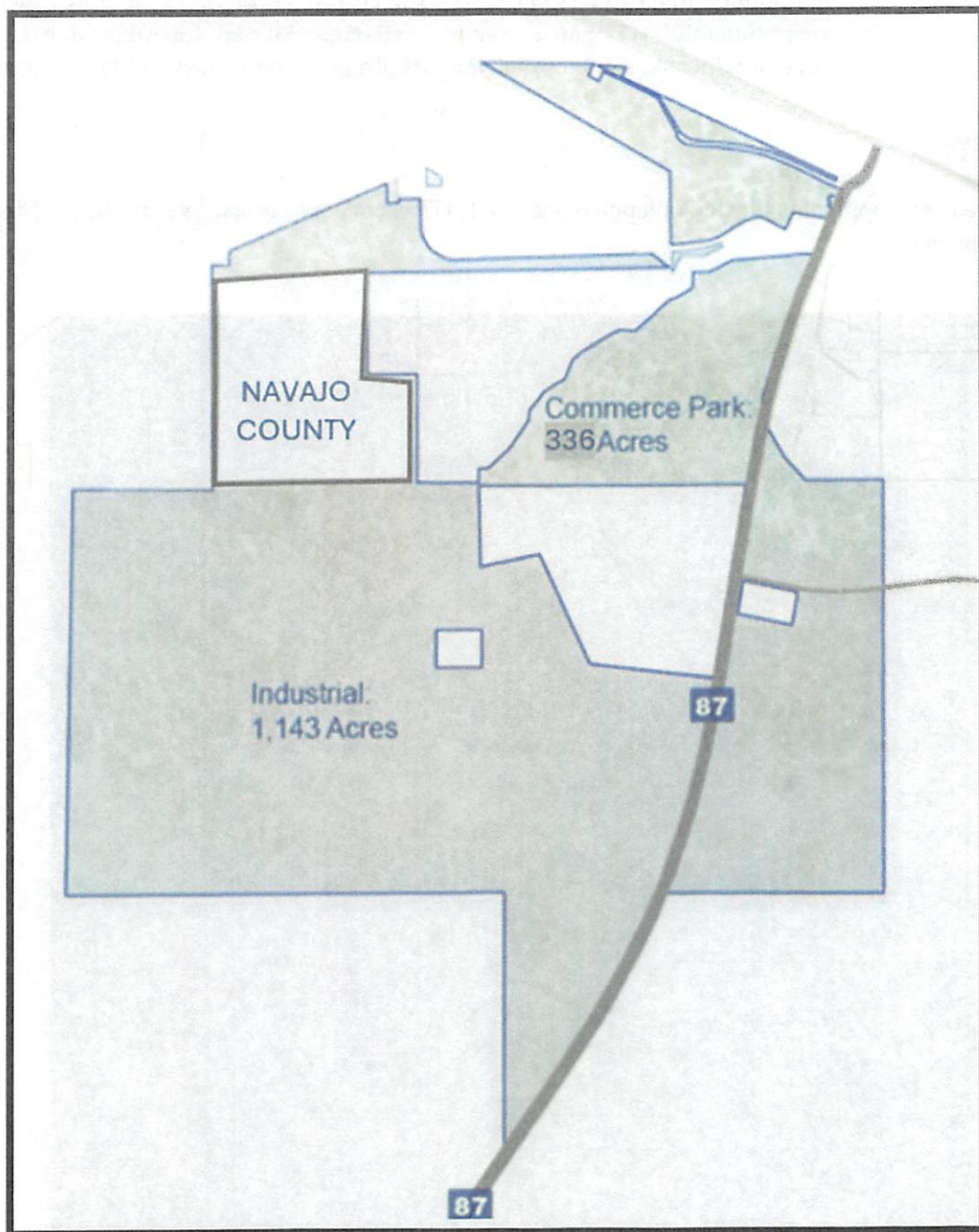
Figure 1 - Aerial Image



Per the Winslow Zoning Map, the property is currently zoned Industrial (I) and includes the following surrounding zoning districts and land uses:

Direction	Zoning	Land Use
North	Industrial, MH-MF, Commercial	Airport, homes, railroad
East	County Industrial, Rural	Undeveloped/County
South	Industrial, Rural	Undeveloped/County/State Land
West	County Industrial, Rural	Undeveloped/County

The PAD Development Plan zoning exhibit provided by the applicant is shown below, with 139 acres removed and noted as “Navajo County” since that property has not yet been annexed into the City’s jurisdiction. The PAD zoning indicates multiple subsections of land use types, two of which are represented on the zoning exhibit below: 1) Commerce Park, and 2) Industrial. Future annexations and PAD amendments may incorporate other land use types as noted in the project’s Development Plan

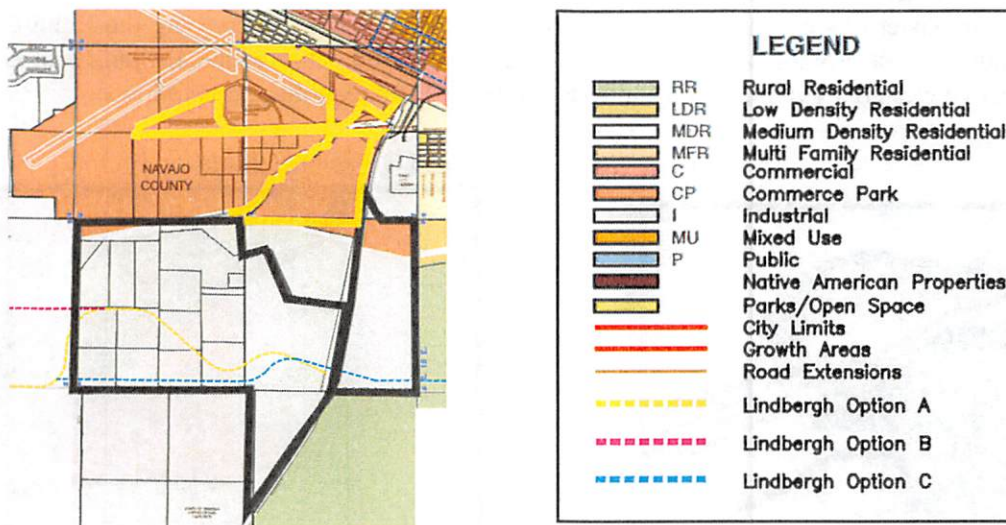


GENERAL PLAN CONFORMITY

The property is designated as Commerce Park and Industrial in the 2024 General Plan, which allows the proposed land uses depicted in the exhibits provided by the applicant. The Growth and Economic Development Element of the General Plan states the following about the growth area identified as the “Winslow Industrial Park”:

“Winslow is positioned to capture commerce park and industrial businesses that create high quality jobs for our residents. The city has large, undeveloped land assets near Lindbergh Airport while also being at the intersection of the I-40 and BNSF railway. Dark fiber infrastructure is available in the area to connect businesses to the rest of the world. South Winslow can serve as an industrial clustering of similar businesses with a preferred location south of downtown and situated directly adjacent to the BNSF railway and airport.”

The developers of the project, Atlas Global, reviewed the City’s Land Use Map in advance of the Plan’s adoption in July of 2024 and prepared their PAD request to be in conformance with the land use designations on the property. The PAD indicates that more intense industrial uses will be located in the Industrial designated property south of the levee (dark gray outline) while less intense employment uses will be located in the Commerce Park designated property to the north of the levee (yellow outline), as shown below:



The PAD tool enables Atlas Global to better implement a master-planning approach to the project, providing both greater protections for sensitive land uses as well as flexibility in development standards such as setbacks, height, and distribution of land uses. The PAD also provides Design Guidelines that are superior to the standard zoning ordinance requirements for industrial development. This master-planning effort directly conforms with the 2024 General Plan, Section 3.502, which states:

“A master-planning approach combines the advantages of mixing uses with flexibility in parcel size, siting arrangements, building configuration and design. Industrial and manufacturing uses that conform with performance standards can blend with offices, aircraft maintenance, training facilities, and supportive commercial users such as hotels and eating establishments. More intense industrial users should be located further from existing residential neighborhoods and south of the levee. The Southside and Coopertown neighborhoods should both be shielded to the extent reasonable from the impacts of industrial and heavy-transport oriented development by placing Commerce Park land uses around them, pushing Industrial users farther south.”

DISCUSSION

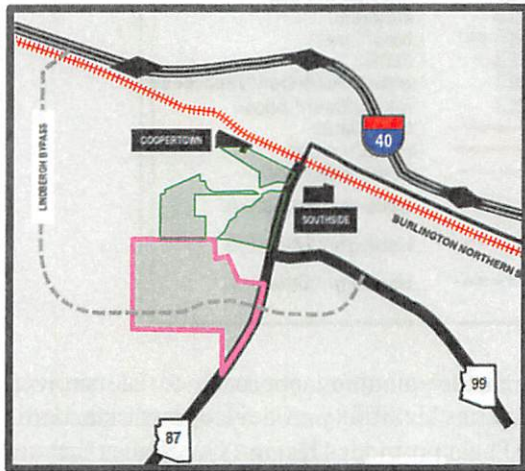
All of the property included in the zoning request is zoned Industrial which allows a wide variety of employment generating uses. Since 1,200 acres of this 1,470-acre property is currently owned by the City and is proposed to be purchased by the developer, the City seeks as part of the terms of sale that the property be master-planned as part of a PAD rezoning case. The City is currently negotiating the final terms of a Development Agreement with Atlas Global that provides a myriad of criteria for which both sides hope to settle upon as part of an overall development, entitlements, and purchase package.

Streets:

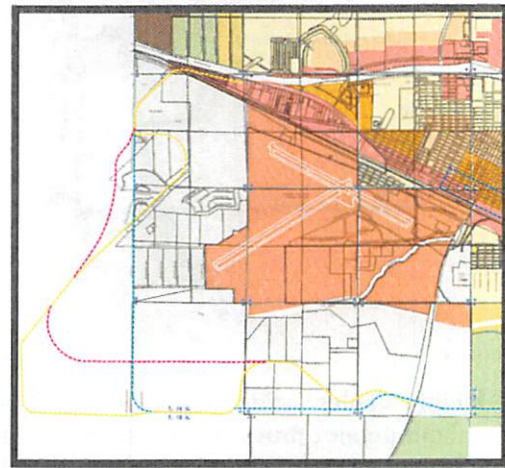
The Winslow Industrial and Commerce Park is located south of the city along State Route 87. The great majority of all traffic associated with this industrial development will need to access the I-40, approximately 2 miles north. The current ADOT truck route requires northbound traffic to come up the SR 87 which transitions into N. Williamson Avenue as it enters the central city area, then immediately turns right onto E. 2nd Street (old Hwy 66) where it extends east a couple miles to the Transcon Lane and I-40 interchange. The City and Atlas widely recognize that this route will not support a large increase heavy truck traffic and the Lindbergh Bypass, as shown below, will need to be constructed to route heavy trucks to the west around the city to the Hipkoe Drive and I-40 interchange. Currently, the City is seeking grant and other funding mechanisms to complete the design for the roadway and construct it. Per the associated Development Agreement for this project, Atlas recognizes they may ultimately need to construct the bypass if the City is unable to secure funding to do so.

The TIS for the project illustrates the current truck route below in solid black line and the general bypass route below. An eastern loop connection has not yet been fully studied as crossing the Little Colorado River is considered cost prohibitive at this time. Additionally, the City's General Plan Land Use Map shows prospective western alignments of Lindberg Parkway. Both exhibits are as follows:

TIS Exhibit:



2024 GP Route Options:



Utilities:

The City's current water and wastewater facilities have some excess capacity to serve this project, subject to the developer extending utility lines to the property. As the project grows, additional capacity and infrastructure may be necessary to expand capacity such as larger/additional water storage tanks, new wells and pumps, and an expansion of the wastewater treatment facility. The Development Agreement for the project outlines the developer's responsibility for funding capacity expansion so that the City is not liable for large, unfunded capital improvement projects.

Atlas Global has identified that APS does not currently have sufficient power transmission capacity to Winslow to serve the anticipated demands of the industrial park. Atlas is now working through short and long-term solutions to provide power to their project and meet their demand needs. Ultimately, they will be responsible for ensuring power supply for the industrial park.

PRELIMINARY PAD DEVELOPMENT STANDARDS

The PAD zoning district requires that the project establish a unique set of development standards. The following development standards have been identified as what is needed for the project:

Table 4.1 - General Development Standards for Land Use Categories							
Standard/ Land Use	Multifamily	Lodging	Commercial	Commerce Park	Industrial	Aviation Support	Utilities
Max. Height	50'	50'	50'	60'	60'	60'	50'; No Standard for poles, transmission lines, and substations.
Min. Parcel Size	2 Acres	N/A	N/A	N/A	N/A	N/A	N/A
Min. Density	10	10 Keys Per Acre	N/A	N/A	N/A	N/A	N/A
Min. Lot/ Parcel Width/ Depth	50'	50'	50'	75'	100'	50'	No Standard
Building Setbacks, min. - Front Yard	20'	20'	20'	25'	25'	5'	10'
Building Setbacks, min. - Any Yard Adjacent to a Residential Zone	20'	20'	20'	100'	100'	50'	100'
Building Setbacks, min. - Rear	15'	10'	10'	10'	10'	5'	10'
Building Setbacks, min. - Side	5'	10'	10'	10'	10'	5'	10'
Interior Side Yard, min.	0'	0'	0'	0'	0'	0'	0'
Ground Floor Area Ratio (Min.-Max.)	N/A	N/A	N/A	.2-.45	.2-.45	.2-.45	N/A
Parking Min.	Per Ordinance Code Section 17.84.010	Per Ordinance Code Section 17.84.010	Per Ordinance Code Section 17.84.010	Per Ordinance Code Section 17.84.010	Per Ordinance Code Section 17.84.010	Per Ordinance Code Section 17.84.010	No Standard

PRELIMINARY PAD DEVELOPMENT STANDARDS (cont'd)

Loading	No Standard	No Standard	If Use Is Adjacent to Residential Use or Zone, Loading Must Be Oriented Away From Shared Property Line	If Use Is Adjacent to Residential Use or Zone, Loading Must Be Oriented Away From Shared Property Line	If Use Is Adjacent to Residential Use or Zone, Loading Must Be Oriented Away From Shared Property Line	No Standard	No Standard

Additional development standards are listed in the Development Plan related to height provisions and scalable setbacks based on height. Parking, lighting, and signage standards defer to standard Winslow Zoning Ordinance allowances.

PRELIMINARY PAD PERMITTED USES

The project's Development Plan shows an extensive and detailed list of permitted uses. Rather than reciting all of them within this staff report, they are listed in the applicant's Development Plan. Staff worked carefully with the developer to ensure that the permitted uses were categorized in the PAD's Commerce Park and Industrial sub areas based on their intensity. Commerce Park uses are broadly conducted indoors with a minimal amount of outdoor activity and materials storage. Special care has been taken through both use restrictions and design guidelines to ensure that the industrial park does not place intense and unsightly industrial development immediately adjacent to the homes in the Southside and Coopertown neighborhoods. Coopertown specifically is more protected with the proposed use limitations within this PAD than it currently is surrounded by existing Industrial zoning.

Staff also sought to provide reasonable thresholds for development related to cargo container yards, warehousing, and truck terminals. These uses are generally land intensive, high impact, and relatively low job generating compared to manufacturing. They can be unsightly and cause significant heavy truck traffic. In response to the City's concerns, the developer has agreed to restrict warehousing uses to a maximum of 500,000 SF of total building area for any single development. Freight yards as a standalone use are restricted to less than 200 acres.

Data centers present a unique use for consideration. Although the current Industrial zoning allows them, the City has taken care to consider the impacts of large "hyperscale" data centers as a prospective use in the PAD. Arizona is quickly becoming a national data center hub because of the relatively stable climate and freedom from natural disasters like earthquakes, tornados, and hurricanes. The benefit of having a data center invest in the city means they also typically bring other types of industrial users along with them. Additionally, the data center would be the primary means by which Atlas can solve their power supply and ultimately get the entire industrial park powered.

PAD OBJECTIVES

The Zoning Ordinance states that PADs shall meet the following objectives:

- A. To allow and promote, or to require, variation in building design, lot arrangements and land uses for a maximum choice in the types of environments for residential, commercial, and industrial uses and facilities;

The proposed commerce and industrial park specifically addresses these criteria in the PAD's development standards and design guidelines. Accommodations have been made for pockets of supportive residential and commercial facilities within the PAD through future prospective amendments.

- B. To provide for a coordinated, visually and functionally linked, and compatibly arranged variety of land uses through innovative site planning;

The Preliminary PAD is relatively light on-site design specifics, but provides design guidelines to ensure future site planning efforts will provide functionally linked and compatibly arranged land uses. Less intense land uses will be placed near existing residential homes and designed in a manner to protect them from undesirable conditions like unsightly container storage and loading docks.

- C. To include circulation that incorporates complete streets within the final PAD plan, interconnection of uses by non-motorized vehicles or transit, and safe interconnection of the PAD with surrounding land uses and transportation systems;

The PAD includes street sections for major collectors and both State Routes that bisect the project. The future Lindbergh bypass will provide much needed heavy truck traffic access to the I-40. Trails and other non-motorized connections like sidewalks will be provided throughout the project and connect it to the nearby downtown Winslow area to its north.

- D. To establish and maintain useable open space that is accessible by all residents and users in the PAD;

Forthcoming Development Review applications will detail how each phase of development will ensure the PAD's landscaping requirement and design guidelines are implemented to ensure quality, accessible open spaces for the employees to enjoy throughout the park.

- E. To minimize adverse environmental impacts on surrounding areas; and

The PAD had taken specific care to place intense industrial land uses south of the levee to protect sensitive land uses like the residences in Southside and Coopertown. Setbacks, landscaping, and thoughtful design will ensure that Commerce Park development adjacent to them is carefully prepared to further protect those homes.

- F. To fulfill the goals, objectives, and policies of the City of Winslow General Plan and amendments thereto.

The PAD's Development Plan has been specifically prepared to conform with the City's recently adopted 2024 General Plan. The PAD addresses land use and growth area element goals and objectives.

RECOMMENDED MOTION

The Zoning Hearing Officer heard this request at its September 9, 2024 public hearing. Several members of the public attended and shared their comments for the public record. Generally, the concerns expressed related to ensuring traffic and natural resources were properly managed. Other comments supported the development of the project to create jobs and opportunities for the residents of the City of Winslow.

This considered, the Zoning Hearing Officer recommends approval of the Preliminary PAD zoning request for the Winslow Commerce and Industrial Park to the City Council, subject to the following conditions:

1. The Planned Area Development shall maintain general conformance with the exhibits provided by the applicant, as presented to the Zoning Hearing Officer at the September 9, 2024 public hearing.
2. The applicant shall submit a Final PAD application in conjunction with each phase of Development Review of the project.. Per the project's associated Development Agreement, the property zoning shall vest with the Preliminary PAD approval and subsequent amendments.
3. The developer shall construct all necessary utility and street infrastructure to service the project, subject to the terms outlined in the project's associated Development Plan and Development Agreement.

RESOLUTION NO. 1963

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF WINSLOW, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE A PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH ATLAS GLOBAL DEVELOPMENT GROUP, LLC, RELATED TO THE DEVELOPMENT OF CERTAIN PROPERTY LOCATED IN THE CITY FOR COMMERCE PARK AND INDUSTRIAL DEVELOPMENT PURPOSES; AND PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS

WHEREAS, A.R.S. § 9-500.05 authorizes the City of Winslow (the “City”) to enter into development agreements related to the development of property in the City; and

WHEREAS, all the property subject to the Pre-annexation and Development Agreement is located within the City and the proposed development is consistent with the City’s General Plan; and

WHEREAS, the City Council finds that the development is in the best interests of the City and its residents.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WINSLOW, ARIZONA, that the Pre-Annexation and Development Agreement between the City and Atlas Global Development Group, LLC, is hereby approved in substantially the form and substance attached hereto as Exhibit A, and the Mayor is authorized and directed to execute the Agreement.

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to record a copy of the executed Development Agreement with the Navajo County Recorder in accordance with A.R.S. § 9-500.05.

BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed.

PASSED AND ADOPTED by the Council of the City of Winslow, Arizona, this 10th day of December, 2024.

Roberta W. Cano, Mayor

ATTEST:

Suzy Wetzel, City Clerk

APPROVED AS TO FORM:

Trish Stuhan, Pierce Coleman, P.L.C.
City Attorney

EXHIBIT A

City of Winslow

Pre-Annexation and Development Agreement

[See following pages]

When recorded return to:

City Clerk
City of Winslow
21 N Williamson Ave
Winslow, Arizona 86047

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into by and between the **CITY OF WINSLOW**, an Arizona municipal corporation (the “**City**”), and **ATLAS GLOBAL DEVELOPMENT GROUP, LLC**, an Arizona limited liability company (“**AG**”). The City and AG are sometimes referred to herein individually each as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. AG owns fee title to approximately 418.44 acres of real property located in the City of Winslow, Navajo County, Arizona, as legally described in **Exhibit A-1**, attached herein and incorporated by reference into this Agreement (the “**Industrial I Property**”).

B. AG owns fee title to approximately 734.19 acres of real property located in the unincorporated area of Navajo County, Arizona, as legally described in **Exhibit A-2**, attached herein and incorporated by reference into this Agreement (the “**Industrial II Property**” or “**Annexable Property**”; together with the Industrial I Property the “**Industrial Property**”).

C. AG has entered into that certain Purchase and Sale Agreement dated February 13, 2023, and amended on or about January 24, 2024, June 25, 2024, and October 22, 2024 between the City, as Seller, and AG, as Buyer, for the purchase of that certain real property consisting of approximately One Thousand Two Hundred (1,200) acres of real property located in Navajo County, Arizona, as legally described in **Exhibit A-3**, attached herein and incorporated by reference into this Agreement (the “**Other AG Property**”).

D. As used herein, the term “**Property**” shall include the Industrial I Property and Industrial II Property that are located within the boundaries of the City of Winslow and shall be extended to include any other parcel upon the incorporation of such properties into this Agreement pursuant to the terms hereof. The Property is depicted in **Exhibit A-4**, as attached hereto and incorporated by reference into this Agreement.

E. The term “**Owner**” shall refer to those persons and/or entities that have ownership rights over portions of the Property.

F. The City and AG desire for the Annexable Property and any additional property requested by Owner, meeting the contiguity requirements of A.R.S. § 9-471 ("**Additional Property**"), to be annexed into the corporate limits of the City at a later date.

G. The City believes that the future annexation of the Annexable Property and any other property proposed by AG to be incorporated into this Agreement would allow the City to provide for high-quality development in the area and ensure orderly, controlled and quality growth in the City.

H. The development of the Property pursuant to this Agreement, and the Planned Area Development Plan (the "**PAD Plan**"), which is on file with the City Clerk, is acknowledged by the Parties to be consistent with the City's General Plan as of the date of this Agreement, and will operate to the benefit of the City and the general public.

I. The future annexation of the Annexable Property into the corporate limits of the City will result in the imposition of additional regulations and the assessment of additional taxes on the Annexable Property that would not apply to such properties if they were to be developed in the unincorporated area of Navajo County.

J. Arizona law provides the Owner with various remedies to challenge the City's annexation of those portions of the Property outside the City's boundary to be annexed into the corporate limits of the City.

K. The Parties are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes ("**A.R.S.**") §§ 9-500.05 and 9-500.11, in order to fund economic development activities and to facilitate future annexation, proper municipal zoning designation and development of the Property by providing for, among other things: (i) conditions, terms, restrictions and requirements for the future annexation of the unincorporated portions of the Property by the City; (ii) conditions, terms, restrictions and requirements for the construction and installation of public services, infrastructure and improvements; (iii) conditions, terms restrictions, policies and procedures for the formation of one or more Community Facilities Districts ("**CFD**"), Municipal Improvement Districts ("**MID**") or Revitalization Districts ("**RD**"); and (vi) other matters related directly or indirectly to the development of the Property.

L. The City agrees that the PAD Plan is an acceptable zoning designation for the Property pursuant to the General Plan. The PAD Plan, once approved, along with this Agreement and the Rules, enables the Owner to implement the PAD Plan, which is designed, among other things, to establish proper and beneficial land use designations and regulations, densities, provisions for public facilities, design regulations, procedures for administration and implementation and other matters related to the development of the Property. Prior to its execution of this Agreement, the City has held public hearings, received public comment and has otherwise duly considered the PAD Plan.

M. The Parties acknowledge that the development of the Property pursuant to this Agreement, the PAD Plan and any other PAD zoning applicable thereto will have significant planning and economic impacts to the City by: (i) encouraging investment in and commitment to

comprehensive planning, which will result in efficient utilization of municipal and other public resources; (ii) requiring development of the Property to be consistent with the City's General Plan, the approved PAD Plan and any other PAD zoning applicable thereto; (iii) providing for the planning, design, engineering, construction, acquisition, and/or installation of public improvements and infrastructure in order to support anticipated development of the Property; (iv) increasing tax and other revenues to the City based on improvements to be constructed on the Property; (v) creating employment through development of the Property consistent with this Agreement; (vi) creating improved housing and other uses for citizens of the City; and (vii) increasing the demand for City-provided services during and after the development of the Property. The City and the Owner acknowledge that the development of the Property pursuant to this Agreement will result in benefits to the Owner by providing certainty in order to avoid the waste of resources, including assurances to the Owner that it will have the ability to develop the Property in accordance with this Agreement, the PAD Plan and other PAD zoning approvals applicable thereto.

N. Among other things, development of the Property in accordance with this Agreement, the PAD Plan and other PAD zoning then applicable thereto will result in the planning, design, engineering, construction, acquisition, installation, and/or provision of public services, infrastructure and improvements that will support development of the Property. The Parties acknowledge that development of the Property in accordance with the PAD Plan and any other PAD zoning then applicable to any portion of the Property and any Additional Property as may be incorporated into this Agreement will provide substantial recreational and economic benefits for the City, the Property, Additional Property and the general public.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, the Parties hereto state, confirm and agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The foregoing Recitals are hereby incorporated into this Agreement by reference as though fully restated.

2. **Effective Date.** This Agreement shall become effective and shall be binding upon and enforceable by all parties hereto, their successors and assigns, immediately upon the date (the "**Effective Date**") on which all of the following has occurred:

- (a) Adoption of this Agreement by the City,
- (b) Execution by the duly authorized representatives of the Parties,
- (c) Recordation in the office of the Recorder of Navajo County, Arizona,
- (d) Adoption of the PAD Plan and any other PAD or other zoning (the "**Zoning**" as defined below) for the Property, and
- (e) Passage of the statutory referendum periods applicable to this Agreement or the PAD Plan and/or approval by the voters of this Agreement or PAD Plan as required by law.

3. **Term.**

(a) **Term and Extensions.** The term of this Agreement shall commence on the Effective Date and shall automatically terminate on the twenty-fifth (25th) anniversary of such date (the “**Initial Term**”). If any of the Property remains undeveloped at the end of the Initial Term, this Agreement will automatically extend for one (1) additional term of twenty-five (25) years (the “**Additional Term**”). The terms, conditions and rights set forth in this Agreement shall be extended “as is” unless otherwise amended in accordance with this Agreement.

(b) **Termination.**

(1) **End of Term.** The Agreement terminates at the end of the Term.

(2) **Owner’s Transfer of Property.** On the Owner’s transfer of the Property or any portion thereof, the transferee(s), upon the approval of the City in accordance with Section 30 of this Agreement, shall automatically become the Owner hereunder and City shall release all prior owner(s) from the obligations of this Agreement that have not yet accrued and which are to be performed in or related to that portion of the Property that has been transferred so long as the transferee acknowledges in writing that it is assuming the obligations of this Agreement which are to be performed in or related to that portion of the Property to be transferred.

(3) **Upon Sale of Lots.** It is the intention of the parties that although recorded, this Agreement shall not create conditions or exceptions to title or covenants running with the Property when the Property is developed and sold or ground-leased to an end purchaser or user so long as the obligations of this Agreement that have not yet accrued and which are to be performed in that portion of the Property that has been transferred have been satisfied. Therefore, in order to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, so long as not prohibited by law, this Agreement shall automatically terminate without the execution or recordation of any further document or instrument as to any lot or portion of the Property (a “**Lot**”) which has been legally split or finally subdivided and individually (and not in bulk) leased (for a period of longer than one year) or sold to an end purchaser or user thereof, and thereupon such Lot shall be released from and no longer subject to or burdened by the provisions of this Agreement. The term Lot shall include, without limitation, any legally created common areas within the Property.

4. **Annexation**

(a) **Annexation of the Industrial Property.**

(1) **Annexation Petitions.** The Parties agree that upon Owner’s request, the City will file a blank annexation petition meeting the requirements of A.R.S. § 9-471 in the office of the County Recorder for Additional Property to be annexed into the City and incorporated into this Agreement pursuant to Section 11, and that the City will, in a timely and efficient manner, provide the requisite notice and conduct the hearings as required by law for such annexation(s). To facilitate the annexation of Additional Property, the Owner will deliver to the City an appropriate annexation petition for Additional Property. Upon receipt of the entire annexation petition for

Additional Property, the City shall comply with the provisions of A.R.S. § 9-471 et seq., and if determined to be in the best interest of the City, use reasonable efforts to facilitate an expedient process without unreasonable delay and adopt the “**Annexation Ordinances**”. The Owner hereby waives its right to challenge the Annexation Ordinances or any other City ordinance or resolution related to annexation of Additional Property into the corporate limits of the City.

(2) **Rescission.** Each Annexation Ordinance shall contain a provision for the automatic and immediate rescission and termination of that Annexation Ordinance by the City if: (1) the Owner delivers a written request to the City for such rescission and termination after any person or entity, other than a Party to this Agreement, files (i) a valid petition appearing (A) to be in proper form and (B) to have the requisite number of valid signatures to cause a referendum challenging this Agreement, the applicable Annexation Ordinance, or any other matter pertaining to the annexation of the property to be annexed, or; (ii) litigation in a court of proper jurisdiction concerning this Agreement or the annexation, or (iii) a petition pursuant to A.R.S. § 9-471 (C) challenging the validity or approval of any Annexation Ordinance; or (2) the City has not approved the PAD Plan or any other rezoning of the Property in the form approved by the Owner, nor has it adopted CFD Policies and Procedures (as defined below) applicable to the formation of a CFD in accordance with this Agreement. The City agrees to use its best efforts to accomplish the intent of this Section 4. The City shall schedule a council meeting for purposes of annexing Additional Property at the latest date reasonably possible prior to the Annexation Ordinance(s) becoming final and effective and shall use its best efforts to perform in accordance with this Section 4.

5. Land Use, Zoning and Entitlements.

(a) **Zoning Approvals.** The Parties hereto agree to follow the prescribed procedures under state statutes, this Agreement and the PAD Plan to rezone or establish a planned area development (a “**PAD**”) on the Property as necessary to allow for the development of the Property as conceived of herein. The PAD Plan establishes the planning and development review process for the overall development of the Property.

Pursuant to City Code Section 17.50.050(B)(3), the City Council determines that it is in the best interest of the public and the City to waive the two (2) year final PAD submittal requirements and vest the PAD zoning at the time of preliminary PAD approval. As such, upon the execution and final approval by the City of this Agreement and preliminary approval by the City of the PAD Plan, the Owner shall have the vested right to develop the Property in accordance with this Agreement, the preliminary PAD Plan, any other zoning approvals applicable to the Property, or any portion thereof, together with any subsequent amendments thereto (the “**Zoning**”) in conformity with applicable general law. Notwithstanding the vesting of PAD zoning for the Property, the Parties agree that no development of the Property may occur unless and until final PAD approval is received from the City in accordance with City Code Section 17.50.050(C).

(b) Future Zoning Approvals.

(1) **The Property.** The effectiveness of this Agreement shall vest in the Owner the right to obtain the following for the Property: (1) PAD and other zoning in accordance with this Agreement; (2) the land uses allowed in this Agreement that are consistent with the City's General Plan, as may be amended; (3) the Development Standards (as defined below) for the Property; (4) all other rights contained in this Agreement, and (5) the Rules (as defined herein); provided, however, that the City shall have the right to amend the foregoing subject to Section 12(b) of this Agreement.

(2) **Additional Property.** Upon incorporation of Additional Property (as defined below) into this Agreement pursuant to Section 11 hereof the Owner shall have the vested rights to develop Additional Property in accordance with this Agreement and the applicable PAD zoning upon the City's approval of the applicable PAD zoning for such property and upon the City's approval of the annexation of Additional Property; provided however, that any all vested rights as to Additional Property shall be determined in conformance to the Rules and Arizona law in existence at the time that such other Additional Property is incorporated into this Agreement.

(c) The City shall not require Owner to waive any development right vested in this Agreement as a condition of development approval or issuance of a permit, without the consent of Owner. Further, the Owner's vested rights shall continue without change or governmental interference for the entire duration and term of the Agreement. The City also agrees not to impose or apply to the Property and any Additional Property, but only after incorporation of the same into this Agreement pursuant to Section 11, any additional density, height, design, or intensity restrictions that may be subsequently enacted or adopted by the City. The City also agrees not to impose or apply to the Property or any Additional Property, but only after incorporation of the same into this Agreement pursuant to Section 11, any additional restrictions that have the effect of (i) preserving land within the Property or Additional Property, or; (ii) designating any land as environmentally sensitive; or (iii) designating any land as necessary for conservation purposes; or (iv) designating any land as a scenic corridor; or (v) designating any land or anything thereon as a historic marker or structure in need of preservation; or (vi) restricting or limiting the use of the Property and any Additional Property for farming or any other agricultural purpose. This Agreement shall control as to any inconsistency between the City's zoning code and this Agreement. The foregoing provisions of this paragraph are subject to (1) Section 12(b) of this Agreement and (2) the parties' agreement that any and all determinations as to the Owner's vested rights as to Additional Property shall be determined in conformance to the Rules and Arizona law in existence at the time that such Additional Property is incorporated into this Agreement.

(d) **Phasing.** The City acknowledges that Owner plans to develop the Property in phases. Owner may develop within the phases concurrently or out of order from the numbering set forth in the PAD Zoning approval as long as Owner constructs or causes to be constructed and installed any and all portions of the Public Infrastructure (as defined hereafter) that relate to the segments of the Property being developed by Owner.

(e) **Development Standards.** The PAD Plan establishes the standards for development over all portions of the Property, including, general development standards, design guidelines, permitted uses for each land use category, PAD governance, and annexation of Additional Property.

(f) **Zoning Amendment.**

(1) **Major Amendments.** The Parties acknowledge that amendments to the PAD zoning applicable to any portion of the Property may be necessary from time to time. When the parties agree that changes or adjustments are necessary or appropriate from time to time, they shall, unless otherwise required by applicable law, effectuate minor changes or adjustments through administrative amendments approved by the City Manager and City Community Development Director, which, after execution, shall be attached to the applicable PAD as an addendum and become a part thereof. All major changes or amendments shall be reviewed by the City Planning and Zoning Commission and/or Hearing Officer, as applicable, and approved by the City Council. The following are major changes:

- (i) Any alteration to the list of permitted uses of the portion of the Property set forth in the PAD; or
- (ii) An overall increase or decrease of twenty percent (20%) or more in either industrial square footage, residential units or commercial/mixed-use square footage for the Property, except as otherwise allowed by the PAD.

(2) **Minor Amendments.** Except for a change that is deemed a Major Amendment, modifications and amendments to the applicable PAD zoning for any portion of the Property shall be deemed a Minor Amendment which will not necessitate approval by the City Council but may be approved in writing by the City Manager and the City Community Development Director, in their discretion. If the City Manager and the City Community Development Director do not agree to the requested amendment, even if minor, AG may seek approval of the amendment with the City Council.

(3) The Parties shall cooperate in good faith to agree upon and use reasonable best efforts to process any minor or major amendments to the PAD.

(4) For the duration of this Agreement the City shall not initiate any changes or modifications to the PAD Zoning designations as applicable to the Property, except at the request of the Owner of the portion of the Property for which such change is sought. Any such request for change shall be processed in the manner then set forth in the City's zoning ordinance for amendments. Any changes or modifications initiated by the City to the PAD Zoning designations as applicable to any part of the Property in which the Owner has an interest in fee or beneficial title shall become effective only upon Owner's consent.

(g) **Protected Development Rights Plan.**

(1) The PAD Plan approved for the Property when approved by the City, shall constitute a protected development rights plan as defined in A.R.S. § 9-1201, paragraph 4. The protected development rights as defined in A.R.S. § 9-1201, paragraph 3 granted pursuant to this

Agreement and the PAD Plan, upon approval by the City, shall remain in effect and shall not be changed without the agreement of the Owner for the term of this Agreement.

(2) The PAD zoning approved for those other portions of the Property or any Additional Property, when approved by the City, but only after such Additional Property has been incorporated into this Agreement pursuant to Section 11 below, shall at that time constitute a protected development rights plan as defined in A.R.S. § 9-1201, paragraph 4. The protected development rights as defined in A.R.S. § 9-1201, paragraph 3 granted at the time of subsequent City approval pursuant to this Agreement, the PAD zoning approval at the time of subsequent City approval, shall remain in effect and shall not be changed without the agreement of the Owner for the term of this Agreement.

(h) **Off Site Advertising and Signage.** The PAD Plan and other PAD zoning may include off-site advertising and signage if the criteria outlined in **Exhibit B** are met; provided, however, that this subsection (h), and possible modifications to **Exhibit B**, shall only be effective as to the portions of Additional Property incorporated into this Agreement on and after the date of such incorporation. Owner shall have the exclusive right to place signage on the Property along the freeway, including but not limited to, static signs, rolling signs, and digital signs (collectively referred to as "Freeway Signage"). Notwithstanding the foregoing, the City shall be permitted to display important public safety or emergency messages along with their official logo or emblem, on the Freeway Signage free of charge. The City's use of the Freeway Signage for displaying messages and logos under this provision shall be subject to reasonable limitations and scheduling coordinated with the Owner to minimize disruption to the Owner's commercial or advertising activities. The City shall ensure that any messages and logos displayed on the Freeway Signage under this provision comply with applicable laws, regulations, and standards, and do not interfere with the primary commercial or advertising purposes of the Owner's signage. The City shall provide the Owner with reasonable advance notice of its intent to use the Freeway Signage for displaying messages and logos. The Owner and the City shall work together in good faith to coordinate the scheduling, content, and duration of such displays. The Owner shall have the right to reasonably approve or disapprove of the content, size, and placement of the City's messages and logos on the Freeway Signage, with such approval not to be unreasonably withheld.

6. **Self-Certification.** City shall allow AG to obtain necessary engineering and building permits and approvals for construction on the Property through a self-certification process as set forth herein. The right to pursue a self-certification process is personal to AG and shall not be available to any other person or entity without separate City approval (i.e. this right does not extend to any Successor or Assign).

(a) **Self-Certification Plan Requirements.** All self-certified plans shall be complete and in accordance with all applicable provisions of City building codes, ordinances, and Engineering Design Standards and Policies and other applicable local, state, and federal laws and regulations, except as may be modified by an alternative method approved in writing by the City building official, or its designee ("**Building Official**") for deviations from building codes or by variances or exceptions approved in writing by the City Director of Engineering for deviations from engineering standards.

(b) Building Code Technical Interpretation. If there are disputes or questions about the interpretation and/or application of City of Winslow building codes, the Building Official shall provide timely technical interpretations, but in no event more than three (3) business days after any such request for interpretation.

(c) Engineering Standards Technical Interpretation. If there are disputes or questions about the interpretation and/or application of City of Winslow Engineering Design Standards and Policies, the Engineering Director shall provide timely technical interpretations, but in no event more than three (3) business days after any such request for interpretation.

(d) Indemnification. AG shall indemnify, defend, and hold harmless the City, any of its departments, agencies, elected officials, officers or employees (each an "Indemnified Party" and collectively as the "Indemnified Parties") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses ("Claims"), which may be brought or made against or incurred by the Indemnified Parties on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of AG, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Section 6. AG's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence or willful misconduct of the Indemnified Parties, except the obligation does apply to any negligence of the Indemnified Parties which may be legally imputed to AG by virtue of AG's ownership or possession of land. AG's obligations under this paragraph shall survive the termination of this Agreement.

7. Self-Certification Building Process. AG agrees that it will comply and will have its Professional Registrants (defined below) comply with the following processes and requirements for any permit required by any City ordinance and code for the construction of any building or structure within the City of Winslow ("**Self-Certification Building Permit(s)**") that is issued pursuant to this Section 7 and all subsections herein ("**Self-Certification Building Process**"). "**Professional Registrant**" means persons licensed, registered or certified by the Arizona State Board of Technical Registration to provide the professional services being provided and that are certified to seal plans or only if such license, registration or certification does not exist through the Arizona State Board of Technical Registration, "**Professional Registrant**" means persons who: (i) are licensed, registered, certified and/or accredited by a nationally recognized organization in the applicable field; (ii) have been licensed, registered, certified or accredited by a nationally recognized organization in the applicable field continuously for a minimum of three (3) years as of the date of this Agreement; and (iii) submit to the City an Application for Alternative Professional Registrant, and the supporting documentation therein that reasonably establishes compliance with subparts (i) and (ii). Forms for self-certification are attached to this Agreement and may be modified by the City Engineer, from time to time, with prior notice to AG.

(a) Application Requirements. An application for a Self-Certification Building Permit shall be submitted to the Building Official, along with all of the following:

(i) An Owner Certification Statement;

(ii) Two (2) sets of construction plans that contain all of the information normally required for plans reviewed by the City for the type of building permit being sought. Each plan sheet submitted shall be prepared by a Professional Registrant, shall be stamped and sealed by the Professional Registrant who prepared the plan sheet and shall contain the following statement signed and sealed by a Professional Registrant:

“SELF-CERTIFIED BY: _____”
Name of Self-Certifying Professional Registrant Date

(iii) Professional of Record Statement(s) executed by a Professional Registrant(s).

(iv) For any Self-Certification Building Permit that will permit structural work, a Structural Peer Review Certificate prepared and executed by a Professional Registrant.

(v) For any Self-Certification Building Permit that will permit the installation or modifications of an electrical system that exceeds 400 amperes or the available fault current exceeds 22,000 amperes, an Electrical Peer Review Certificate prepared and executed by a Professional Registrant.

(vi) Any other documents that are normal and customary for the issuance of any building permit in the City of Winslow as requested by the Building Official.

(vii) No fees shall be charged for the issuance of a Self-Certification Building Permit.

(b) Development Impact Fees. Notwithstanding anything in Section 22(a) to the contrary, AG shall remit all applicable development impact fees at the time a Self-Certification Building Permit is issued.

(c) Self-Certification Building Permits. The Building Official shall issue all Self-Certification Building Permits to AG or to any third-party AG deems appropriate as approved by the Building Official.

(d) Compliance with Self-Certified Plans. AG agrees that Self-Certified Plans (as defined below) will be used for the construction of the work permitted pursuant to a Self-Certification Building Permit. “**Self-Certified Plans**” means the construction plans submitted with an application for a Self-Certification Building Permit and/or Self-Certification Engineering Permit (collectively a “**Self-Certification Permit**”) and construction plans submitted after a Self-Certification Permit has been issued that are needed to reflect changes needed to conform to applicable provisions of the City’s building codes, ordinances, Engineering Design Standards and Policies Manual or other local, state and federal laws and regulations or to reflect field changes which comply with the following: each plan sheet submitted shall be prepared by a Professional Registrant, shall be stamped and sealed by the Professional Registrant who prepared the plan sheet and shall contain the following statement signed and sealed by a Professional Registrant:

“SELF-CERTIFIED BY: _____”
Name of Self-Certifying Professional Registrant Date

(the “**Professional of Record Statement**”)

i. Plan Revisions. If the Building Official discovers that the Self-Certified Plans do not conform to applicable provisions of the City’s building codes, ordinances, Engineering Design Standards and Policies Manual or other local, state and federal laws and regulations except as may be modified by an alternative method approved in writing by the Building Official, the City inspector shall notify the person that executed the Owner Certification Statement on behalf of AG and the Professional Registrant that prepared and executed the applicable Professional of Record Statement. AG shall ensure that the Self-Certified Plans are revised as needed to conform to applicable provisions of the City’s building codes, ordinances, Engineering Design Standards and Policies Manual or other local, state and federal laws and regulations except as may be modified by an alternative method approved in writing by the Building Official for deviations from building codes and by variances or exceptions approved in writing by the City of Winslow Director of Engineering for deviations from engineering standards. The revised plan sheets shall comply with the requirements for plan sheets submitted with the application for a Self-Certification Building Permit and the Professional Registrant that certified the plans submitted with the application shall provide an updated Professional of Record Statement, unless the Professional Registrant cannot certify the revised plan sheet and revise the Professional of Record Statement due to the unavailability of the Professional Registrant because of an event such as death, incapacity or termination of employment, in which case another Professional Registrant employed by the company who employed the Professional Registrant shall certify the revised plan sheets and submit a revised Professional of Record Statement (the “**Revision Exception**”). If the revised plan sheets involve structural changes or electrical changes to plans that were certified by a peer reviewer, the peer reviewer shall provide an updated Structural Peer Review Certificate or Electrical Peer Review Certificate, as applicable unless the Revision Exception applies, in which case the terms of the same shall apply. Two-copies of the revised Self-Certified Plans shall be provided to the Building Official.

ii. Field Changes. If there is a proposed field change, the City inspector shall determine whether plan revisions will be required. If the City inspector determines plan revisions are required to accommodate the field change, the revised plan sheets shall comply with the requirements for plan sheets submitted with the application for a Self-Certification Building Permit and the Registered Professional that certified the plans submitted with the application shall provide an updated Professional of Record Statement, unless the Revision Exception applies, in which case the terms of the same shall apply. If the revised plan sheets involve structural changes or electrical changes to plans that were certified by a peer reviewer, the peer reviewer shall provide an updated Structural Peer Review Certificate or Electrical Peer Review Certificate, as applicable, unless the Revision Exception applies, in which case the terms of the same shall apply. Two-copies of the revised Self-Certified Plans shall be provided to the Building Official.

(e) Building Inspections. Except as otherwise provided herein, the City of Winslow shall conduct inspections of the work undertaken pursuant to a Self-Certification Building Permit

as is normal and customary in the City, except that such inspections shall be to the Self-Certified Plans.

(f) Special Inspections. AG shall be responsible for providing all special inspections that are required under the applicable development regulations, including securing the services of the professionals to perform such inspections. In addition, AG shall be responsible for providing all special inspections that are above and beyond what is normal and customary, including securing the services of the professionals to perform such inspections, if the Building Official determines such special inspection is necessary to report upon unusual technical issues that arise.

(g) Inspection Costs. During the course of construction, the City shall make available a City building inspector and City fire inspector full-time (8 hours per day) Monday through Friday, and the City shall ensure the City building inspector and fire inspectors are accessible by AG during such times upon at least 24-hours' notice. The City shall invoice AG on a monthly basis and AG agrees to pay the City, within 30 days of the date of the invoice, the hourly rate the City pays under the existing contract for outside inspectors for each hour the City building inspector and the City fire inspector are on site (i.e. building inspector 8 hours a day x # days being billed x contract rate = reimbursement amount and fire inspector 8 hours a day x # days being billed x contract rate = reimbursement amount).

(h) Indemnification. AG shall indemnify, defend, and hold harmless the Indemnified Party from any and all Claims" which may be brought or made against or incurred by the Indemnified Parties on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of AG, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this this Section. AG's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence or willful misconduct of the Indemnified Parties, except the obligation does apply to any negligence of the Indemnified Parties which may be legally imputed to AG by virtue of AG's ownership or possession of land. AG's obligations under this paragraph shall survive the termination of this Agreement.

8. Self-Certification Civil Engineering Process. AG agrees that it will comply and will have its Professional Registrants (defined below) comply with the following processes and requirements for any permit required by the City of Winslow Engineering Design Standards and Policies Manual for work within the City of Winslow ("**Self-Certification Engineering Permit**") that is issued pursuant to this Section 8 and all subsections herein ("**Self-Certification Engineering Process**"). AG agrees it will comply and will have its Professional Registrants comply with the following processes and requirements for Self-Certification Engineering Permits. Forms for self-certification are attached to this Agreement and may be modified by the City Engineer, from time to time, with prior notice to AG.

(a) Application Requirements. An application for a Self-Certification Engineering Permit may be submitted which contains all of the following:

(i) An Owner Certification Statement.

(ii) Two (2) sets of construction plans that contain all of the information required for plans reviewed by the City for the type of engineering permit being sought. Each plan set shall include all applicable General Notes as set forth in the City of Winslow Engineering Design Standards and Policies Manual modified as necessary to reflect that the City is not reviewing the plans or involved in the testing or inspection process. Each plan sheet submitted shall be prepared by a Professional Registrant, shall be stamped and sealed by the Professional Registrant who prepared the plan sheet and shall contain the following statement signed and sealed by the Professional Registrant:

“SELF-CERTIFIED BY: _____”
Name of Self-Certifying Professional Registrant Date

(iii) Professional of Record Statement(s) executed by a Professional Registrant(s).

(iv) Any other documents that are normal and customary for the issuance of any engineering permit in the City of Winslow as requested by the City Engineer.

(b) Permit Fees. No permit fees shall be charged for Self-Certification Engineering Permits.

(c) Self-Certification Engineering Permits. The City Engineer shall issue all Self-Certification Engineering Permits to AG or to any third-party AG deems appropriate as approved by the City Engineer.

(d) Inspections. The City of Winslow is not required to conduct any inspections of the work performed under any Self-Certification Engineering Permit issued to AG. AG shall ensure that all work performed under any Self-Certification Engineering Permit issued to AG is in conformity with the Self-Certified Plans and all applicable provisions of the City’s building codes, ordinances, and Engineering Design Standards and Policies Manual and all other local, state and federal laws and regulations. AG, at its sole cost, shall retain all third-party inspectors and third-party testing consultants needed to conduct the testing and inspections necessary to ensure that the work is in conformity with the Self-Certified Plans and all applicable provisions of the City’s building codes, ordinances, and Engineering Design Standards and Policies Manual and all other local, state and federal laws and regulations. All required test results, reports, certifications and inspection reports shall be provided to the City prior to the City’s final acceptance of the permitted work and the issuance of a Certificate of Occupancy, including but not limited to all applicable tests, certifications, inspection reports set forth in the Engineering Inspection Items. The final acceptance shall reflect that a self-certification process was followed.

(i) A separate Inspection and Testing Agreement shall be provided for each third-party inspector retained to inspect any part of the work performed pursuant to a Self-Certified Permit. The form of Inspection and Testing Agreement shall be approved by the City Engineer and be executed by AG, the engineer of record, the general contractor performing the permitted work, and the third-party inspector providing the inspections.

(e) Compliance with Self-Certified Plans. AG agrees that Self-Certified Plans will be used for the construction of the work permitted pursuant to a Self-Certification Engineering Permit.

(i) Plan Revisions. If it is discovered that the Self-Certified Plans do not conform to applicable provisions of the City's building codes, ordinances, Engineering Design Standards and Policies Manual or other local, state and federal laws and regulations, AG shall ensure that the Self-Certified Plans are revised as needed to conform to applicable provisions of the City's building codes, ordinances, Engineering Design Standards and Policies Manual or other local, state and federal laws and regulations. The revised plan sheets shall comply with the requirements for plan sheets submitted with the application for a Self-Certification Engineering Permit and the Registered Professional that certified the plans submitted with the application shall provide an updated Professional of Record Statement, unless the Revision Exception applies, in which case the terms of the same shall apply. Two-copies of the revised Self-Certified Plans shall be provided to the City Engineer.

(ii) Field Changes. Except for minor field changes that would not under the normal and customary practice require a plan revision, Self-Certified Plans shall be revised for all proposed field changes. The revised plan sheets shall comply with the requirements for plan sheets submitted with the application for a Self-Certification Engineering Permit and the Professional Registrant that certified the plans submitted with the application shall provide an updated Professional of Record Statement, unless the Revision Exception applies, in which case the terms of the same shall apply. Two-copies of the revised Self-Certified Plans shall be provided to the City Engineer.

(e) Indemnification. AG shall indemnify, defend, and hold harmless the Indemnified Parties from any and all Claims which may be brought or made against or incurred by the Indemnified Parties on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of AG, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this this Section. AG's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence or willful misconduct of the Indemnified Parties, except the obligation does apply to any negligence of the Indemnified Parties which may be legally imputed to AG by virtue of AG's ownership or possession of land. AG's obligations under this paragraph shall survive the termination of this Agreement.

9. Permits and Inspections For Work For Other Entities. Self-Certification Permits issued pursuant to the process set forth in this Agreement will not include work required for any other third-party agency or for any private utility providers. AG shall be responsible for obtaining permits and/or approvals of plans for such work directly from such third-party agencies or utility providers. In addition, AG shall be responsible for coordinating directly with such agencies for inspections and approvals of third-party agency permitted work. AG understands and agrees that with respect to certain infrastructure improvements that will be constructed within public rights-of-way, AG will need to obtain a permit from the City of Winslow, which permit shall not be

issued until the City Engineer has approved the construction plans for such infrastructure improvements.

10. **Preliminary Plats.** Except as provided in Section 12(b) of this Agreement, any preliminary plats provided by the Owner for the Property shall be consistent with the applicable PAD zoning, the Applicable Rules, and this Agreement. Any preliminary plats approved by the City pursuant to this Agreement shall remain in effect from the date of approval by the City Planning and Zoning Commission until the fifth (5th) anniversary of such approval.

11. **Additional Property.** Owner may elect to include in this Agreement, any Additional Property as may be requested by Owner from time to time; provided, however, that for land leased by the Owner, the prior written consent of the owner of such land shall have been obtained. Owner's request to include such property shall include a reference to the proposed PAD zoning, and the Rules to be applied to such Additional Property. Upon receipt of Owner's request to include Additional Property, so long as the Additional Property meets any statutory requirements applicable to such property, the City will take all actions required to amend the Agreement in accordance with typically applicable notice and public hearing requirements, to incorporate into this Agreement, any Additional Property requested by the Owner, if and when the Owner acquires an interest to such Additional Property.

The Owner and City agree that upon the Owner's request and the City's approval of the incorporation of such Additional Property into this Agreement: (1) thereafter, such Additional Property shall be subject to and shall benefit from all provisions of this Agreement applicable to the Property at that time and any reference herein to the Property shall include such Additional Property and any part thereof; (2) the City will file a blank annexation petition meeting the requirements of A.R.S. § 9-471 in the office of the County Recorder for the Additional Property requested by Owner to be annexed into the City, and that the City will, in a timely and efficient manner, provide the requisite notice and conduct the hearings as required by law for such annexation(s). To facilitate the annexation of Additional Property, the Owner will deliver to the City an appropriate Annexation Petition for each Additional Property. Upon receipt of the entire Annexation Petition for each Additional Property, the City shall comply with the provisions of A.R.S. § 9-471 et seq., and if determined to be in the best interest of the City, use reasonable efforts to facilitate an expedient process without unreasonable delay and adopt the Additional Property Annexation Ordinances. Owner hereby waives its right to challenge the Additional Property Annexation Ordinances or any other City ordinance or resolution related to annexation of such Additional Property into the corporate limits of the City; (3) the Owner and City shall cooperate in order for the Additional Property to receive the necessary land use and zoning approvals for such Additional Property to be developed by the Owner consistent with the General Plan, including any necessary amendment to the applicable zoning affecting the Property, all to be determined at the time the Additional Property is annexed into the City; and (4) the development rights and rights conferred upon the vesting of this Agreement as and when required pursuant to this Section 11 shall be applied to the Additional Property at the time the Additional Property is added to this Agreement and annexed into the City as though the Additional Property had been originally included in this Agreement, except that any and all determinations by the City regarding necessary land use and zoning approvals in order for such Additional Property to be consistent with the General Plan, including any necessary amendment to the applicable zoning affecting the

Additional Property shall be made at the time the Additional Property is added to this Agreement in conformance to the Rules and Arizona law in existence at the time unless the Parties agree in writing to deviate from any rights or benefits conferred in this Agreement. The foregoing provisions of this Section 11 are subject to Section 12(b) of this Agreement.

12. Regulation of Development.

(a) **Applicable Rules.** With respect to the development of the Property as contemplated by this Agreement, the code, ordinances, rules, regulations, permit requirements, exactions, development fees (as defined in A.R.S. § 9-463.05) and other requirements and/or official policies of the City (collectively, the “Rules”) which apply to the development of the Property, shall mean those Rules in existence upon the Effective Date of this Agreement, or in the case of the Additional Property, the Rules determined to apply to such Additional Property at the time it is incorporated into this Agreement and annexed into the City pursuant to Section 11 above. The City reserves the right to amend existing or to adopt new Rules and such new Rules as amended or adopted shall be applicable to and binding on the Property pursuant to Section 12(b) below and if uniformly applicable to all other similarly situated properties and development within the City.

(b) **Permissible Additions to the Rules Impacting Vested Rights.**

Notwithstanding the provisions of Section 12(a) above, the City may enact the following provisions, and take the following actions, which shall be applicable to and binding on the development of the Property, provided however, that with respect to subparagraphs (i), (iii), and (iv) through (vi) below, the City shall use its best efforts to alleviate any adverse material impacts to development of the Property associated with such actions and enactments and provide Owner with an opportunity to suggest methods of enacting and implementing such provisions to the Property:

- (i) future land use ordinances, rules, regulations, permit requirements, other requirements and official policies of the City that are consistent with the express provisions of this Agreement, and not contrary to the existing land use regulations applicable to and governing the development of the Property, as established in subparagraph (a) above, provided that such land use ordinances, rules, regulations, permit requirements, other requirements, and official policies shall, to the extent applicable, not involve the modification of any factual determinations of the City memorialized in this Agreement and shall not materially impair the Owner’s ability to develop the Property in the manner provided in the PAD Plan or other approved PAD zoning and this Agreement;
- (ii) future land use ordinances, rules, regulations, permit requirements, other requirements, and official policies of the City enacted as necessary to comply with mandatory requirements imposed on the City by county, state or federal laws and regulations, court decisions, and other similar superior external authorities beyond the control of the City, provided that in the event

any such mandatory requirement prevents or precludes compliance with this Agreement, if permitted by law, such affected provisions of this Agreement shall be modified as may be necessary to achieve the minimum permissible variance from the terms of this Agreement in order to achieve compliance with such mandatory requirement. To the extent such compliance requires any discretionary factual determination by the City, such determinations shall be consistent with the City's findings memorialized in this Agreement;

- (iii) future land use and other ordinances, rules, regulations, permit requirements, other requirements and official policies of the City of uniform application and reasonably necessary to alleviate legitimate threats to public health and safety, provided that such land use ordinances, rules, regulations, permit requirements, other requirements, and official policies shall, to the extent applicable, not involve the modification of any material factual determinations of the City memorialized in this Agreement and shall be the most minimal and least intrusive alternative practicable and, except in a bona fide emergency, may be imposed only after public hearing;
- (iv) any increase in existing development impact fees, building permit or other construction permit fees, development review filing or application fees, water or sewer rates, or engineering permit fees that are increased following required state law or city required procedures and, i) that are uniformly applied or of general applicability city-wide to other properties within the boundaries of City, or ii) that are uniformly applied or of general applicability to other properties outside the boundaries of the City to which the City provides water;
- (v) future updates of, and amendments to, existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, and similar construction and safety related codes, such as the Uniform Building Code, which updates and amendments are generated by a nationally recognized construction/safety organization, such as the International Conference of Building Officials, or by the county, state or federal governments or by the Northern Arizona County Association of Governments; and
- (vi) amendments to such construction and safety codes generated by the City **for** the purpose of conforming such codes to conditions generally existing in the City provided such code amendments shall be applied uniformly and not arbitrarily.

To the extent any appeal process exists under Arizona law or the City's codes, ordinances and regulations that is applicable to any taxpayer or landowner, the Owner shall retain a right to appeal the application of any newly enacted or adopted Rules, including but not limited to those set forth in this Section, utilizing the appeal procedures and processes set forth in this Agreement.

(c) **Open Space.** The minimum open space requirement for each residential parcel within the Property shall be 15% (the "**Required Open Space**") and shall be calculated by using the gross residential acreage minus areas devoted to public arterial rights-of-way. Other than those areas expressly identified by the Owner as part of the PAD Plan as amended, the City shall not require or otherwise order the Owner to donate or dedicate any portion of the Property for any other public use, including but not limited to, dedication for parks and/or recreational use. For purposes of calculating the acreage to make up the Required Open Space for any portion of the Property, the following areas shall be included:

- (1) Land within that portion of the Property that is donated for a community or other non-profit use;
- (2) Landscaped and un-landscaped areas within the portion of Property that is used for drainage.

(d) **City Fees.** The City agrees that in consideration for the benefits received by the City under this Agreement, including the construction of Public Improvements, job creation, and the provision of other economic benefits (both direct and indirect) to the City by and as a result of Owner's performance of the obligations contained herein, all planning and zoning review fees, as well as all building permit, engineering and inspection fees, except development impact fees adopted pursuant A.R.S. §9-463.05 (the "**City Fees**") associated with the acquisition, zoning and/or development of any commercial, office and industrial uses located and developed within the Property in order to improve or enhance the economic welfare of the inhabitants of the City and payable by AG and/or any of its affiliates, shall be reduced by fifty percent (50%) at the time such fees are paid by AG and/or its Affiliates. "**Affiliates**" means any other entity that, directly or indirectly through one or more intermediaries, is in control of, is controlled by, or is under common control with, such entity. For purposes of this definition, "**control**" of an entity means the power, directly or indirectly, either to (a) vote twenty-five percent (25%) or more of the equity interests having ordinary voting power for the election of directors (or persons performing similar functions) of such entity or (b) direct or cause the direction of the management and policies of such entity.

(e). **Future Separate Development Agreements.** Nothing in this Agreement shall prevent any Owner and City from entering into a separate development agreement for any portion of the Property for economic development purposes if determined to be in the best interests of the City or from allowing the City to grant waivers for planning and zoning review fees or building permit fees or adopting other economic development incentives on a case-by-case basis.

(f) **Subdivision Design Standards.** The Owner shall have the right, in a manner consistent with the PAD Plan or other applicable PAD zoning, to implement types and uses, location of uses, lot sizes and other design standards consistent with the PAD Plan or other applicable PAD zoning and as may be established for any portion of the Property by a Development Unit Plan or property owners' association for that portion of the Property (the "**Subdivision Design Standards**"). The City shall be estopped from changing, restricting or limiting the parameters and the applicability of the Subdivision Design Standards, except as permitted by Section 12(b) of this Agreement, provided such Rules shall be applied uniformly and

not arbitrarily to all areas that are subject to the similar threat. Notwithstanding the foregoing provisions of this Section 12(f), any and all determinations by the City regarding types and uses, location of uses, lot sizes and other design standards affecting any portion of the Additional Property shall be made at the time that the portion of Additional Property is added to this Agreement and annexed into the City in conformance to the Rules and Arizona law in existence at that time, and the City shall only be estopped as set forth above in this Section 12(f) in connection with the applicable portion of the Additional Property after the date that such portion of the Additional Property is incorporated into this Agreement.

13. **Anti-Moratorium.** The Parties hereby acknowledge and agree that this Agreement contemplates and provides for the development of the Property over a period of twenty-five (25) years, and one (1) automatic renewal of this term, and that for the Term of this Agreement as defined in Section 3, no moratorium shall be imposed except as permitted by A.R.S. § 9-463.06, as of the date of this Agreement. The City agrees, to the extent permitted by law that if subsequent law changes or repeals the standards or language of A.R.S. § 9-463.06, such changes or repeal shall not apply to impact this Agreement or any rights or duties conferred herein.

14. **Vested Rights.**

(a) **Property.** The City agrees that, for the term of this Agreement, the Owner shall have a vested right to develop the Property in accordance with this Agreement. Further, subject to the Rules and any permitted changes to the Rules as permitted by Section 12(b) of this Agreement, the Owner shall have the vested right to develop the Property in accordance with the PAD Plan and applicable zoning approvals in accordance with this Agreement. The determinations of the City memorialized in this Agreement regarding the Property, together with the assurances provided to the Owners in this Agreement regarding the Property are provided pursuant to and as contemplated by A.R.S. § 9-500.05.

(b) **Additional Property.** Subject to the Rules and any changes to the Rules as permitted by Section 12(b) of this Agreement, upon incorporation of the Additional Property in this Agreement pursuant to Section 11, the Owner shall have the vested right to develop the Additional Property, consistent with the PAD Plan and applicable zoning approvals in accordance with this Agreement to be determined at the time the Additional Property is added to this Agreement and annexed into the City.

15. **City Cooperation.**

(a) **Project Financing.** Any Public Infrastructure (as defined below) to be constructed by the Owner may be constructed, acquired and financed, at the Owner's option, through a Community Facilities District ("CFD"), Municipal Improvement District ("MID"), and/or Revitalization District ("RD") or other allowable financing mechanism. The City will use its best efforts to aid, cooperate with, and support the Owner in the Owner's efforts to obtain funding from any source now existing or subsequently made available in order to develop the Property, any improvements thereto and the Public Infrastructure (as defined below) for the Property, including, but not limited to, supporting the Owner's efforts to: (a) establish and utilize a CFD, a MID and/or a RD; (b) apply for and obtain industrial development authority bonds; (c) apply for and obtain

any local, county, state, private, or national bonds, grants, or other sources of financing that may be used to support the development of the Property; (d) apply for and obtain approval of any incentives offered through the Arizona Commerce Authority or other similar economic development agency or organization sponsored by the State of Arizona (e) obtaining any private or publicly subsidized loans; (f) establish financing for any project or business through the federal programs contained in 8 CFR 204.6 and 8 CFR 216.6, including establishment of a regional center within the Property; and (g) apply for and receive financing from the Native American Community State Shared Revenue Fund. After receipt of the Owner's written request, the City will use its best efforts to prepare and submit, or cause to be prepared and submitted, any application and/or supporting materials to any agency, private institution or public body as requested by the Owner to obtain funding for the development of the Property. Notwithstanding the foregoing, the City shall not be required to make any out-of-pocket expenditure related to Owner's efforts described in this subsection that is not reimbursed to the City by the Owner pursuant to Section 44 below and may expend grant funds in its sole and absolute discretion.

(b) **Project Permitting.** The City will use its best efforts to aid, cooperate with, support, review and provide comment, if required, on all state, federal or other permits and applications related to the development of the Property in accordance herewith and the applicable PAD zoning including but not limited to environmental, aquifer protection, and drainage permits and applications. Notwithstanding the foregoing, the City's obligation to support Owner's efforts shall not require the City to make any out-of-pocket expenditure that is not reimbursed to the City by the Owner pursuant to Section 44 below.

16. Community Facilities District Financing.

(a) **Formation of Community Facilities District.** Within ninety (90) days from the receipt of the Owner's petition requesting the formation of one or more CFDs, the City may establish the CFD(s) comprised of the Property or any portion thereof and, as determined to be necessary by the Owner, any other property within the City, in order to aid in financing the cost of the Public Infrastructure and provision of City Services (as defined in Section 21(a)) necessary to service the Property, subject to the established guidelines and regulations adopted by the City to govern the formation, administration, and operation of Community Facilities Districts ("CFD Policies and Procedures").

(b) **CFD Agreement.** If a CFD is requested by the Owner, and approved by the City the CFD shall be formed in accordance with the City's CFD Policies and Procedures in existence on the Effective Date of this Agreement.

(c) **Recovery of CFD Costs.** If a CFD is formed to fund the construction and/or acquisition of Public Infrastructure and/or provision of City Services (as defined below) in accordance with the terms of this Agreement, the Owner shall be permitted, subject to the terms and conditions of a mutually agreed upon Community Facilities District Agreement ("**CFD Agreement**"), to recover one-hundred percent (100%) of any and all eligible Public Improvement costs that the Owner has expended or will expend in designing, installing and constructing such Public Infrastructure and/or providing City Services to the Property in accordance with this Agreement, the CFD Agreement and for which Owner shall publicly procure as required by law.

Such costs shall also include the Owner's costs related to financial, legal, engineering and other professional costs as well as any city fees and/or deposits which may be required related to the establishment of the CFD, as shall be provided in the CFD Agreement.

17. Municipal Improvement District.

(a) **Formation of Municipal Improvement District.** Upon request by the Owner, the City, in accordance with any applicable Municipal Facilities Guidelines in effect at the time of the execution of this Agreement and applicable state law as set forth in A.R.S. § 48-501 et seq., may aid the Owner in forming a MID comprised of the Property or any portion thereof and, as necessary, any other property within the City in order to aid in financing the cost of the Public Infrastructure and/or provision of City Services within the MID.

(b) **Recovery of MID Costs.** If a MID is formed to fund the construction of Public Infrastructure and/or provision of City Services in accordance with the terms of the Agreement, the Owner is permitted to recover one-hundred percent (100%) of any and all costs the Owner has expended or will expend in designing, installing and building Public Infrastructure and/or providing City Services in accordance with this Agreement and the development of the Property and for which Owner shall publicly procure as required by law. Such costs shall also include the Owner's costs related to financial, legal, engineering and other professional costs as well as any city fees and/or deposits which may be required to establish the MID.

18. Revitalization District.

(a) **Formation of Revitalization District.** Upon request by the Owner, the City, in accordance with applicable state law as set forth in A.R.S. § 48-6801 et seq., may aid the Owner in forming a RD comprised of the Property or any portion thereof and, as necessary, any other property within the City in order to aid in financing the cost of the Public Infrastructure and/or provision of City Services within the RD. The City agrees that it will not require the preparation of RD Policies or guidelines prior to the establishment of the RD, but will follow the processes as outlined in A.R.S. § 48-6801 et seq.

(b) **Recovery of RD Costs.** If an RD is formed to fund the construction of Public Infrastructure (as defined below) or the provision of City Services in accordance with the terms of the Agreement, the Owner is permitted to recover one-hundred percent (100%) of any and all costs the Owner has expended or will expend in designing, installing and building such Public Infrastructure or providing City Services in accordance with this Agreement and the development of the Property and for which Owner shall publicly procure as required by law. Such costs shall also include the Owner's costs related to financial, legal, engineering and other professional costs as well as any city fees and/or deposits which may be required to establish the RD.

19. Foreign Trade Zone. The City will use reasonable efforts to aid, cooperate with, approve and support the Owner's efforts in obtaining designation of the Property or any part thereof as a Foreign Trade Zone and in applying for subzone status under a designated Foreign Trade Zone. Upon request by the Owner, and at no out-of-pocket cost to the City, the City will use reasonable efforts to cooperate with the Owner and take all actions necessary to sponsor and approve the

Owner's application for a Foreign Trade Zone designation and to otherwise allow for reclassification of the ad valorem tax status of all buildings and equipment on the Property or any portion in order to result in the beneficial state property tax treatment for the same. Notwithstanding the foregoing, the City's obligation to support Owner's efforts shall not require the City to make any out-of-pocket expenditure that is not reimbursed to the City by the Owner pursuant to Section 44 below.

20. Public Infrastructure. At the time of application for platting, the Owner shall submit for review and approval, which shall not unreasonably be withheld, conditioned or delayed, the plans for grading, drainage, sewer, water, roadway and other public improvements (these improvements defined as "**Public Infrastructure**") as necessary and required for implementation of the PAD Plan (collectively referred to as "**Infrastructure Plans**"). The Owner, the CFD, MID, RD or other public funding mechanism shall be fully responsible for the costs to design, construct and install the Public Infrastructure and the City shall not be responsible for any such costs or expenditures.

(a) **Traffic Impact Analysis.** At the time of application for platting for the Property or any portion thereof, the Owner shall provide to the City a traffic impact analysis, studies and/or amendments thereto (the "**Traffic Study**") pertaining to the development of the roadways within the portion of the Property to be platted, which Traffic Study shall comply with all the City's requirements for such traffic analyses as set forth in the Rules. If the Traffic Study meets the requirements set forth in the Rules, the City's approval of the results of the Traffic Study will not be unreasonably conditioned, delayed, or denied.

(b) **Bridges and Rail Crossings.** The City will cooperate with and support the Owner in obtaining any required approvals for and bonding or other funding mechanisms to be used for the purpose of constructing any bridges, rail crossings, overpasses, underpasses or other similar structures needed to (1) provide access over railroad tracks currently existing or subsequently constructed on the Property, and/or; (2) provide connection or access to any major roadways constructed on or surrounding, proximate to, or adjoining the Property. Notwithstanding the foregoing, the City's obligation to support Owner's efforts shall not require the City to make any out-of-pocket expenditure that is not reimbursed to the City by the Owner pursuant to Section 44 below.

(c) **Electrical Poles.** The City will cooperate with and support the Owner in obtaining any bonding or other funding mechanisms to be used for the purpose of relocating and/or placing underground all electrical poles located within the Property that are impacted by arterial or major roadway improvements. Notwithstanding the foregoing, the City's obligation to support Owner's efforts shall not require the City to make any out-of-pocket expenditure that is not reimbursed to the City by the Owner pursuant to Section 44 below.

(d) **Bypass Route, Traffic and Other Restrictions.** AG and the City shall collaborate to secure public funding and engage in planning and construction efforts for the Lindberg Parkway bypass. Except as permitted by Section 12(b) of this Agreement, the City shall not impose any vehicle weight restrictions on any of the arterial, parkway or collector roadways built within or adjacent to the Property, except the City may impose weight restrictions on those roadways that, on the Effective Date of this Agreement, are not designed for heavy weight. Owner may request

that the City establish heavy-weight corridors on public roadways within the City to provide for adequate transportation for trucks. Upon receipt of such written request from the Owner, the City will use reasonable efforts to establish such corridors, but such efforts shall not obligate the City to incur any costs.

(e) **Access and Traffic Signals.** Subject to Section 12(b) of this Agreement, the City shall cooperate with the Owner and coordinate access to and from the Property, the locations of traffic signals, and, where requested by the Owner, full turning movements from the arterial roadways and parkways adjacent to the Property. Owner shall be required to pay for the costs of any traffic signal if such signal is required by the approved Traffic Study. To the extent Owner's development creates a need for a traffic signal for only part of the intersection by the approved Traffic Study, the Owner and City agree to install a fully signalized intersection and share in the costs thereof on a pro rata basis.

(f) **Parking Revenues.** The Owner is entitled to and shall receive any and all parking revenues generated on private property within the Property.

(g) **Roadway Infrastructure.** Unless otherwise specified in this Agreement, Owner shall construct the streets and roadways in compliance with the Rules and as deemed necessary by this Agreement and the Owner's site-specific final Traffic Study required by Section 20(a). The Traffic Study, which will be incorporated as part of this Agreement, shall include "**Recommended Improvements,**" and the Recommended Improvements listed in the study shall refer to the minimum required improvements for development of the Property. The Owner, at a maximum, shall be required to construct only the Recommended Improvements and the improvements required by Section 20(a). At the time of application for platting, the Owner will make an election whether or not to keep any or all of the streets private, which private roadways shall be required to be constructed to minimum standards as contained in the Rules. At the preliminary plat stage, the City may require some realignment of internal streets for the purpose of providing access to existing arterial roads. Acceptance of public streets into the City's maintenance system shall be in accordance with Section 20(m). The Owner, its successors or assigns, shall submit financial assurances in accordance with Section 20(o). The costs for such public roadway improvements shall be eligible for reimbursement through Development Fee Credits, if any, or CFD, MID, RD funding, or other credits, consistent with the Rules and Arizona law. Such roadway infrastructure may be constructed in segments that correspond to the phases, if any, set forth in the PAD Plan.

(h) **Dedication and Acceptance of Roadways.** The City shall accept any dedication of rights of way identified in the Owner's plats or plans and any roadways constructed on the Property upon request made by the Owner, so long as the construction of the rights-of-way conforms to the City's minimum standards applicable to the particular roadway and such dedication and right of way conforms to the Rules and applicable Arizona law. The dedication of rights-of-way, easements, and roadways shall not prohibit the acquisition or construction of any roadways through the use of a CFD, MID, RD or other such public financing mechanism.

(i) **Abandonment.** Upon the Owner's request, and after the City follows the process outlined in Arizona law, the City shall take any necessary action to abandon any and all roadways that the Owner wishes to use in the development of the Property so long as such abandonment

conforms to the Rules and applicable Arizona law. Notwithstanding the foregoing, Owner's request shall not be unreasonably conditioned, delayed or denied.

(j) **Roadway Theming.** The Owner may request the City's cooperation in the planning, approval and implementation of a cohesive roadway theming and landscaping plan for the rights of way included in the Public Infrastructure and located on or adjacent to the Property (the "**Roadway Theming Plan**"). The Owner's written request shall include the locations for the roadways to be included in the Roadway Theming Plan, and the proposed types of landscaping to be included in such plan. The City agrees to cooperate with the Owner and to implement the Roadway Theming Plan to ensure the roadway theming and landscape plans are cohesive throughout the area, but such cooperation shall not obligate the City to incur any costs. Owner and City shall enter into a landscape maintenance agreement that provides for Owner's maintenance (or contracting for the maintenance) of the theming and landscaping located in the public rights-of-way. Owner may assign its rights and obligations under this subparagraph to a CFD, MID, or RD as described herein or to a homeowners/property owners association provided, however, that such assignment shall be accompanied by conclusive evidence of such association's irrevocable commitment to perform the Owner's obligations hereunder.

(k) **Prior Dedication.** The prior dedication of rights-of-way or roadways will not prohibit the Owner's ability to finance, construct or acquire eligible Public Infrastructure through the use of a CFD, MID or RD consistent with the Rules and Arizona law.

(l) **City to Acquire Property.** It shall be a condition precedent to the obligation of Owner to construct the Public Infrastructure herein specified or otherwise required to service the Property, that Owner shall have obtained any and all necessary sewer, utility and drainage easements, rights of way or property rights on or about all real property other than the Property upon, through or under which will be installed all or any portion of said Public Infrastructure, as useful or necessary for Owner to enter and to properly perform all activities incident to Owner's construction obligations hereunder (collectively, the "**Easements**"), including without limitation, any railway and roadway improvements. Owner shall use reasonable efforts to obtain the Easements; provided, however, that if despite the exercise of such reasonable efforts, Owner is unable to obtain any necessary Easements, the City upon request by Owner, if determined in the sole and absolute discretion of the City to be in the City's best interest, shall use reasonable efforts to obtain said necessary Easements by purchasing or by utilizing the City's power of eminent domain or condemnation (if for a public purpose) and obtaining of immediate possession, all in accordance with applicable law. Notwithstanding the foregoing, the City shall not be obligated to make any out-of-pocket expenditure that is not reimbursed to the City by the Owner pursuant to Section 44 below. The City agrees to consult with Owner regarding offers of settlement in the event of eminent domain or condemnation actions.

(m) **Acceptance.** Upon completion of any Public Infrastructure or a portion thereof relating to a completed phase, the Owner shall convey, at no cost to the City, the completed Public Infrastructure to the City lien and debt free. The phrase "**at no cost to the City**" in the preceding sentence shall not prevent the Owner from receiving credits or reimbursements as may be available to the Owner through the use of a CFD, MID, RD or other such public financing mechanism. The Owner shall give the City written notice ("**Notice to Confirm**") promptly following completion

of any Public Infrastructure or any portion thereof so long as any portion of completed Public Infrastructure is a discrete portion relating to a completed phase and its suitability for its purpose can be adequately determined. Within thirty (30) business days after its receipt of the Notice, the City shall inspect the Public Infrastructure identified therein as to whether it has been constructed in accordance with the City-approved plans and specifications. Upon completion of the inspection, the City shall deliver written notice to the Owner within thirty (30) business days of the inspection either (1) approving construction and agreeing to accept conveyance of such Public Infrastructure (“**Final Acceptance**”); or (2) identifying, through a punch list, any other items that are not in accordance with the City-approved plans and specifications and that are to be corrected by Owner. Acceptance of any Public Infrastructure is expressly conditioned upon a warranty for such Public Infrastructure as provided in Section 20(o). Except as provided in Section 20(o), after acceptance of any Public Infrastructure, the City thereafter shall maintain, repair and operate such Public Infrastructure at its own cost. The Owner, at no cost to City, shall dedicate, convey or obtain, as applicable all rights-of-way, rights of entry, easements and/or other use rights, wherever located as necessary for the construction, installation, operation and maintenance of the Public Infrastructure as required by the City.

(n) **Warranty.** The Owner or its assignee(s) shall give to the City a one-year warranty for all Public Infrastructure, which warranty shall begin on the date that the City accepts the Public Infrastructure as provided in this section. Ten percent (10%) of the Infrastructure Assurance provided to the City in accordance with Section 20(o) shall be retained by the City until the warranty period expires to assure performance of the Owner or its assignee(s) obligations under the warranty period provided herein (the “**Maintenance Assurance**”). If the Owner’s financial assurance under Section 20(o) does not include the posting of any financial assurance, prior to and as a condition of the issuance of a final plat that includes the relevant Public Infrastructure, the parties shall mutually agree upon the amount of the Maintenance Assurance. Any material deficiencies in material or workmanship identified by City staff during the one-year warranty period shall be brought to the attention of the Owner or its assignees who provided the warranty, who shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of the City’s staff. Continuing material deficiencies in a particular portion of the Public Infrastructure shall be sufficient grounds for the City to require (i) an extension of the warranty for an additional one-year period and, (ii) the proper repair of, or (iii) the removal and reinstallation of that portion of the Public Infrastructure that is subject to such continuing deficiencies. Regardless of whether the one-year warranty period has expired, the Owner agrees to repair any damage to the Public Infrastructure caused by the Owner’s or Owner’s assignee’s construction activities on the Property, or portion thereof. Nothing contained herein shall prevent the City or Owner from seeking recourse against any other third party for damage to the Infrastructure Improvements caused by such third party.

(o) **Financial Assurances.** The Parties hereto acknowledge and agree that the City, prior to recording the final plat for each subdivision on any portion of the Property, shall require the Owner and/or its designees, grantees or buyers under contract, to provide appropriate assurances in such form and amount as required by the Rules to assure that the installation of Public Infrastructure within that subdivision or other Public Infrastructure directly related to such building permit or permits will be completed (“**Infrastructure Assurance**”). The Owner may

elect to utilize any one or combination of the following methods of Infrastructure Assurance, each of which is reasonably acceptable to the City (each, an “**Acceptable Assurance**”):

- i. Performance bond; or
- ii. Irrevocable and unconditional letter of credit which, if necessary, will be acknowledged by the City in accordance with the appropriate lender’s requirements; or
- iii. Letter of financial assurance from the Owner’s lender or the lender of the Owner’s assignees, designees, grantees and purchasers under contract; or
- iv. Dual Beneficiary Letter of Credit from a recognized financial institution acceptable to the City; or
- v. Completing all Public Infrastructure as required by the Rules and applicable Arizona law prior to the issuance of a final plat that includes the relevant Public Infrastructure;
- vi. Cash or certified check; or
- vii. Such other assurance mechanism as may be approved by the City, in the exercise of its sole and absolute discretion.

To the extent that the CFD, MID or RD have issued bonds to finance the construction of the Public Infrastructure, the Owner will not be required to provide Infrastructure Assurance for such Public Infrastructure. If a discrete and self-sustaining portion of the Public Infrastructure that has been delivered is dedicated to and approved by the City, the City agrees to release, within twenty (20) business days from such approval by the City, the portion of the assurance that relates to the Public Infrastructure so completed.

21. City Services.

(a) **Provision of Public Services.** Except as provided in Sections 21(b), 21(c), 21(d), 21(e) and 21(f), upon annexation of any portion of the Property into the City, to the extent such services are provided to other similarly-situated properties within the City, the City shall provide all City services for the Property, including but not limited to the following types of services: water, sewer, trash and recycling collection, wastewater services, police, emergency, and fire protection and all other services typically provided by the City to its residents (the “**City Services**”) to the same extent and upon the same costs, terms and conditions as those services are being provided to other similarly-situated properties throughout the City unless otherwise agreed to herein. Notwithstanding the foregoing, the City shall only be obligated to provide those services that are provided to other similarly situated properties within the City. If no service is provided by the City, the Owner may, at its sole and absolute discretion, elect to obtain such services from a duly-qualified private service provider so long as Owner’s election does not have a material,

adverse effect on the City's efforts to plan and provide such services on a general and uniform basis and cost throughout the City.

(b) **Operations and Maintenance of Fire and Police Services.** The City shall provide fire, police, and emergency services to the Property and any portion thereof. For City Services only, the City shall be responsible for all design, construction and installation of all fire, police and emergency services facilities as well as operation and maintenance costs associated with the provision of these services as set forth in Section 21(a), and other than the development fees or other requirements applicable to the Property in conformance with the Rules, this Agreement and Applicable Law, which must be applied uniformly and not arbitrarily by the City to all areas receiving such services. The Owner shall not be required to contribute any funding towards such services throughout the duration of this Agreement, except as permitted by the Rules and applicable Arizona law. If the Owner donates, designs, constructs, dedicates or otherwise provides any land or other capital improvements necessary for police, fire, or emergency services the Owner shall receive a credit equal to the value of any actual donation, construction and dedication, payment or other provision of land or capital costs made by the Owner to the City that cumulatively shall be applied to City Fees, Construction Sales Tax in the manner as set forth in Section 22(d)(ii) and (iii) the Retail Sales Tax in the manner as set forth in Section 22(d)(iii)). Notwithstanding the foregoing, the City shall provide emergency services only if such services are actually provided to other similarly-situated properties in the City.

(c) **Electricity.** AG and the City shall collaborate to secure the creation of any necessary electricity generation plants and electrical infrastructure to serve the Property, subject to applicable laws and regulations.

(d) **Water.** All water uses on the Property shall be provided by the City. The Property is located within the City's water service area and the City agrees to serve the Property upon the construction of necessary Public Infrastructure to the extent that it has capacity to serve. The Parties agree to review and assess the water needs for the Property in accordance with the projected demands outlined in the PAD Plan and any future Water Demand Studies. Any such studies indicating a daily water demand for a particular user that would exceed the greater of (i) 20% of the City's peak average daily water demand, or (ii) any higher capacity limit that the City formally notifies the Owner it can support, shall require City Council approval, unless alternative water sources are procured by Owner to meet the excess demand (any new water must be delivered through the City's system). Owner shall, at Owner's sole cost, purchase, design, construct and install or cause the purchase, design, construction and installation of water Public Infrastructure necessary to serve the Property. Any water Public Infrastructure constructed by Owner, or constructed at Owner's direction, utilizing alternative water sources procured by Owner, shall be designed and built to integrate directly with the City's existing water distribution system. Upon completion of the connection to the City's existing water distribution system, the City shall maintain the exclusive right and responsibility to serve water to all end users on the Property. The Owner acknowledges that physical service of water is contingent upon the City's capacity to furnish, and any excess beyond its capacity is contingent upon Owner's construction of the Public Infrastructure required to serve the Property, including without limitation, wells, storage tanks, water distribution lines, well transmission lines, water treatment systems (arsenic, fluoride, etc.) and booster pumps, all of the costs associated therewith to be paid for by Owner, a CFD, MID, RD

or other public financing mechanism to the extent such installation and construction is necessary to serve Owner's development on the Property. The City agrees to implement a "just and reasonable" usage-based surcharge and an increase on tap fees for industrial users on the Property, provided that such measures are approved in accordance with the requirements and procedures set forth in A.R.S §9-511.01. In collaboration with the Owner, the City will work to establish and mutually agree upon the appropriate surcharge and increased tap fee to be applied to create a revenue stream dedicated to the repayment of Owner's costs associated with constructing the public infrastructure serving the Property. Furthermore, the City commits to exploring all legally permissible avenues to support the Owner in recouping its costs for the development of the water infrastructure, including, without limitation, the potential dedication of usage-based revenues and increased tap fees toward the repayment of any special district indebtedness. The Owner shall also receive a credit against any water development fees, water resource fees or water tap fees that would otherwise apply to the Property.

(e) **Wastewater.** All wastewater produced on the Property shall be collected in the City wastewater collection system and remain under the City's control. The Property is located within the City's wastewater service area and the City agrees to serve the Property upon the construction of necessary Public Infrastructure to the extent that it has capacity to serve. The Parties agree to review any wastewater needs for the Property in accordance with projected needs from the PAD Plan and future wastewater studies. Owner shall, at Owner's sole cost, construct the necessary Public Infrastructure. All of the costs associated with the purchase, design, construction and installation of wastewater Public Infrastructure shall be paid for by Owner, the CFD, RD, MID, or other public funding mechanism to the extent such installation and construction is necessary to serve Owner's development on the Property. The City agrees to implement a "just and reasonable" usage-based surcharge and increase other associated fees related to the provision of wastewater services for industrial users on the Property, provided that such measures are approved on accordance with the requirements and procedures set forth in A.R.S §9-511.01. In collaboration with the Owner, the City will work to establish and mutually agree upon the appropriate surcharge and increased fees to be applied to create a revenue stream dedicated to the repayment of Owner's costs associated with constructing the public infrastructure serving the Property. Furthermore, the City commits to exploring all legally permissible avenues to support the Owner in recouping its costs for the development of the wastewater infrastructure, including, without limitation, the potential dedication of usage-based revenues and additional fees toward the repayment of any special district indebtedness. Notwithstanding the foregoing, the City's obligation to support Owner's efforts shall not require the City to make any out-of-pocket expenditure that is not reimbursed to the City by the Owner pursuant to Section 44 below.

(f) **Effluent.** Any use of effluent by Owner shall require a separate agreement by the Parties.

(g) **Rail Improvements.**

(1) Owner may, in its sole and absolute discretion, and at its sole cost and expense, elect to design, construct and develop as part of the Public Infrastructure, railway lines spanning approximately 100,000 linear feet or more as reasonably needed and other compatible improvements and amenities (the "**Railway Improvements**"). The Railway Improvements shall

be part of the Public Infrastructure for purposes of this Agreement, and for purposes of public reimbursement, CFD, MID or RD financing. The City and Owner shall work cooperatively to assist in coordinating the processing and consideration of requests related to the construction, maintenance, improvement or alteration to the Railway Improvements. The City and the Owner shall enter into an agreement (the “**Railway Management Agreement**”) with BNSF Railway Company (“**BNSF**”), containing the terms and conditions for the operations and maintenance of the Railway Improvements. The Railway Management Agreement shall not require the City to construct the Railway Improvements or to make any expenditures for maintenance or operation of the Railway Improvements and shall include a provision indemnifying the City for any liability arising out of the management of the Railway Improvements. The Railway Management Agreement is subject to approval by the City Council and BNSF.

(2) To the extent necessary to secure public right-of-way for the Railway Improvements, the City agrees to use reasonable efforts to exercise its power of eminent domain to acquire right-of-way for public purposes in accordance with law. Any such acquisition shall be subject to review and approval by the City Attorney prior to the commencement of any legal action and all City fees and costs for such action shall be borne by AG or the Owner requesting assistance in right-of-way acquisition for the Railway Improvements. Following the City’s acquisition of such right-of-way, the City shall work diligently to cooperate with the Owner in granting and facilitating all necessary approvals and actions for the development of the Railway Improvements.

(h) **New Wells.** The Owner agrees that it shall not drill any wells on the Property or use any existing wells on the Property without the written consent of the City.

22. Development Fees and Credits.

(a) **Development Fees.** In order for the City to accommodate the expected growth and financial impact that this development and future developments will have on public infrastructure and public services, the City agrees to formulate and integrate development or impact fees on the Property consistent with the provisions and requirements of A.R.S. § 9-463.05 (the “**Development Fees**”). Subject to the provisions of this Agreement, the Owner agrees to pay all future enacted Development Fees; provided, however, that in the event that any Public Infrastructure is financed through the use of a CFD, the City shall not assess or collect a Development Fee for such Public Infrastructure. In the event that any Public Infrastructure is financed through the use of an MID or RD, the City shall amend the City’s Infrastructure Improvements Plan (the “**IIP**”) to remove the Public Infrastructure financed through the use of the MID or RD so that no Development Fee is assessed or collected for such Public Infrastructure. The City shall establish a system to account for the Development Fees collected within the Property and any Development Fee Credits (as defined herein) applicable thereto. The Owner shall have the right to audit the City’s development fee funds for the Property.

(b) **Credits.** Notwithstanding any contrary provision of this Agreement, if the Owner provides, dedicates or pays for any public land, improvements, public infrastructure, necessary public service or facility expansion or any structure or service for which a Development Fee is assessed, and which is included in the City’s IIP (a “**Development Fee Item**”), then the Owner shall receive a credit equal to the value or cost of such dedications, donations, or payments (the

“Development Fee Credit”), to be applied in lieu of existing or future development or impact fees imposed by the City which relate to or otherwise apply to the Property. At the Owner’s sole and absolute discretion, the Owner may utilize the Development Fee Credits against the Development Fees consistent with A.R.S. § 9-463.05(B)(7)(c)(iii). Owner may elect, in its sole and absolute discretion, to transfer, assign, or convey the Development Fee Credits so that the Development Fee Credits can be applied to the development fees due for any other portion of the Property or Additional Property to the extent such property has been annexed into this Agreement. At the Owner’s request the IIP shall be amended to the extent permitted and applicable under Arizona law to include those portions of the Public Infrastructure that are necessary for development of the Property, in accordance with the Infrastructure Plan. Following the City’s receipt of an IIP Request from Owner (an **“IIP Request”**), the City shall cause the IIP to be amended at the next biennial audit of the IIP to include the identified Public Infrastructure and the City shall provide a credit toward the payment of a development fee equal to the value of such construction, improvement, contribution or dedication of that Public Infrastructure by Owner pursuant to this Agreement.

(c) **Development Fee Appeal.** In the event the Owner disputes the calculation of the Development Fee imposed by the City for a specific development on any portion of the Property, the Owner may, prior to the issuance of a construction permit, appeal the calculation of such Development Fee by submitting a written request for review to the City Manager. Owner’s Development Fee appeal shall be acted upon in accordance with the City Code and subject to A.R.S. 9-500.13.

(d) **Additional Credits towards City Fees.** If the Owner’s cost of the Public Infrastructure on the Property exceeds the combined total of Development Fee Credits, reimbursements from a CFD and any other reimbursement sources pursuant to this Agreement, the City shall:

- (i) credit an amount equal to forty-nine percent (49%) of the transaction privilege taxes applicable to construction contracting, as defined in the Tax Code of the City of Winslow Chapter 4.08, Sec. 415 (referred to as the **“Construction Sales Tax”**), for a duration of twenty (20) years. This credit, a **“Construction Sales Tax Credit,”** will be applied to each payment of Construction Sales Tax made or initiated by the Owner during this period, derived from construction activities on the Property.
- (ii) credit an amount equal to forty-nine percent (49%) of the transaction privilege taxes payable for retail sales tax pursuant to the Tax Code of the City of Winslow Chapter 4.08, Sec. 460 (the **“Retail Sales Tax”**) for a period of twenty (20) years. This credit, a **“Retail Sales Tax Credit,”** will be set against any City Fees associated with the Property for each payment of Retail Sales Tax made or initiated by the Owner during this timeframe, derived from retail sales on the Property.

Notwithstanding the foregoing, in no event shall the Owner receive credits against City Fees, Construction Sales Tax and Retail Sales Tax exceeding the difference between the Development Fee Credits, CFD reimbursements, and the actual costs incurred by the Owner for

Public Infrastructure. A Construction Sales Tax Credit and Retail Sales Tax Credit shall be deemed made on the same date as the corresponding payment of Construction Sales Tax and Retail Sales Tax.

(e) **Exactions.** Except as permitted by the Rules and applicable Arizona law, the City shall not impose any additional conditions, exactions, dedications, or regulations on the Property through the use of its police or taxing authority except as provided for herein, unless the Parties either amend this Agreement or enter a separate written agreement allowing for the imposition of the additional conditions, exactions, dedications, or regulations.

(f) **Similarly-situated Properties.** Throughout the term and duration of this Agreement, the City shall not enter into an agreement with any similarly-situated property owner(s) (“**Other Benefited Owner**”) within the City or to be subsequently annexed into the City comprising 100 acres or more of industrial development that confers upon such Other Benefited Owner more favorable terms than those provided in this Section 22 unless the City provides the Owner such additional benefits described in the following sentence. If the City enters into such an agreement following the date hereof, the City shall give written notice to the Owner of such agreement and the benefits conferred therein within three (3) days after the recordation of such agreement, and this Agreement shall be amended to provide the Owner with the same benefits that are granted to the Other Benefited Owner; provided: (i) the Owner provides the City additional benefits other than those expressly enumerated by the parties at the time of this Agreement, such that the City may give the additional incentive to the Owner consistent with Article 9, Section 7 of the Arizona Constitution, and (ii) the Owner must apply for such additional incentive within twenty-four (24) months following the date the Owner receives the written notice from the City that it has conferred more favorable terms or benefits to the Other Benefited Owner as described above in this Section 22(f). Nothing in this subsection 22(f) shall prohibit the City from entering into a retail sales tax incentive agreement pursuant to A.R.S. §9-500.11 or from entering into development agreements to provide incentives for affordable and low-income housing projects, and such incentives shall not be automatically provided to the Owner pursuant to this subsection.

23. Oversizing.

(a) **No Requirement of Oversizing.** The City may request that the Owner cooperate with adjacent property owners to oversize any Public Infrastructure and enter into a cost-sharing agreement between the Owner and such adjacent property owners that may benefit from the oversizing of Public Infrastructure. If the Owner is unable to agree on and enter into a cost sharing agreement prior to the construction such Public Infrastructure, the City or its designee shall be responsible for paying all costs associated with any subsequent expansion or oversizing of any Public Infrastructure or other infrastructure that are above-and-beyond the costs that would have been incurred by the Owner prior to the expansion or oversizing of such Public Infrastructure.

(b) **Credits.** If the Owner provides or pays for any dedicated public sites or public infrastructure (a “**Payback Improvement**”) that will directly benefit property or developments other than the Property and the developments thereon (the “**Benefited Non-Property Land/Development**”) (i.e., “oversized” or designed to provide public infrastructure to an area larger than, but encompassing, the Property or any part thereof), and is not reimbursed therefore,

then the Owner shall receive a credit to be applied in lieu of existing or future impact or development fees imposed by the City which were meant to cover the category of public infrastructure or sites paid for or provided by the Owner. For example, but not by way of limitation, if the Owner installs and dedicates sewer lines and/or facilities that will benefit Benefited Non-Property Land/Development, the Owner shall be entitled to a Development Fee Credit against existing and any future sewer collection line portion of the sewer development fee, but not wastewater treatment portion of the Development Fees payable with respect to the Property.

(c) **Payback Agreements.** To the extent that the Owner exhausts their Development Fee Credits with respect to any “oversizing”, the remaining oversizing cost shall be eligible to be repaid to the Owner through payback agreements with the owner(s) of the Benefited Non-Property Land/Developments (a “**Payback Agreement**”). Any Payback Agreement entered into in accordance with this section shall provide for payment in full to the Owner by the owner of any Benefited Non-Property Land/Developments for the pro rata share of costs attributable to the Benefited Non-Property Land/Developments, and that such payment shall be made by the Owner of any Benefited Non-Property Land/Developments and collected by the City prior to the issuance of a grading permit or recordation of a final plat on the Benefited Non-Property Land. Any Payback Agreement for a Payback Improvement shall be required by the City, if permitted by law and may be reasonably imposed, as a condition of annexation, zoning, or plat approval for any Benefited Non-Property Land/Developments.

(d) **Survival of Term.** Notwithstanding anything contained in this subsection to the contrary, this provision and the obligation of the City to require the Benefitted Non-Property Land/Developments to pay Payback Fees shall survive the term of this Agreement in the event this Agreement terminates prior to the expiration dates set forth herein.

24. Drainage and Flood Control. The City will use its best efforts to support the Owner in development and construction of any drainage and/or flood control solutions the Owner opts to construct so long as the effectiveness of the drainage and/or flood control solution is supported by an independent, certified engineering study that concludes the Owner’s proposed solution will address and/or alleviate the Owner’s drainage and/or flood control issues that exist on the portion of the Property where it is located. The Owner warrants that at the time of dedication of the construction of such drainage or flood control structure any adopted drainage and/or flood control solutions comply with applicable State laws and regulations. This warranty shall survive termination of this Agreement. Notwithstanding the foregoing, the City’s obligation to support the Owner’s efforts shall not require the City to make any out-of-pocket expenditures that is not reimbursed to the City by the Owner pursuant to Section 44 below.

25. City Decisions and Appeals.

(a) **Review of Submitted Materials/Expedited Review.** The implementation of the approved PAD Plan and this Agreement shall be in accordance with the development review process of the City and this Agreement. The City acknowledges the necessity for expeditious review by the City of all plans and other materials (the “**Submitted Materials**”) submitted by the Owner to the City hereunder or pursuant to any zoning, platting, permit, or other governmental procedure pertaining to the development of the Property and agrees to review the Submitted

Materials in a reasonably timely manner and in no event longer than the time period provided by applicable City codes. Notwithstanding anything contained herein to the contrary, in the event the City cannot review and return Submitted Materials to Owner in a timely manner, then the City shall notify the Owner of such, and the Owner may request expedited review and pay the costs incurred by the City for such private consultants and advisors selected by the Owner and retained by the City, as necessary, to assist the City in the expedited review and/or inspection process; provided, however, that such consultants shall take instructions from, be controlled by, and be responsible to, the City and not the Owner. If such consultants and/or advisors are used, the City shall not charge its standard permit, inspection, review or other fee typically charged for the services performed by such consultants and/or advisors, except to the extent, if any, such standard fees exceed the amount paid by the Owner pursuant to the preceding sentence. The parties acknowledge that the process set forth in this Section 25(a) satisfies the requirements of A.R.S. § 9-831 *et seq.* In addition to Owner's obligations pursuant to Section 44 below, to ensure prompt and efficient review, negotiation, and approval of the matters addressed in this Agreement, Owner reserves the right, at its sole discretion, to pay for the costs of City's external legal counsel fees for all matters associated with this Agreement.

(b) **Appeal in the Event of Impasse.** The parties agree that if at any time the Owner believes that an impasse has been reached with the City Staff on any issue affecting the Property, the Owner shall have the right to immediately appeal to the City Manager for an expedited decision pursuant to this Section 25(b). If the issue on which an impasse has been reached is an issue where a final decision can be reached by the City Staff, the City Manager shall give the Owner a final decision within fifteen (15) days after the Owner's request for an expedited decision. If the issue on which an impasse has been reached is one where a final decision requires action by the City Council, the City Manager shall be responsible for scheduling a City Council hearing on the issue within four (4) weeks after the Owner's request for an expedited decision; provided, however, that if the issue is appropriate for review by the City's Planning and Zoning Commission or Planning and Zoning Hearing Officer, as applicable (the "**Commission**"), the matter shall be submitted to the Commission first, and then to the City Council within such four week period. Both parties agree to continue to use reasonable good faith efforts to resolve any impasse pending any such expedited decision.

26. **Dispute Resolution Remedies; Arbitration.** The Parties shall submit any dispute, controversy, claim, or cause of action arising out of or relating to this Agreement to dispute resolution or arbitration, in accordance with **Exhibit C** and Arizona law.

27. **Defaults.** Failure or unreasonable delay by any Party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of fifteen (15) days after written notice thereof from the other parties ("**Cure Period**"), shall constitute a default under this Agreement; provided, however, that if the failure or delay is such that more than fifteen (15) days would reasonably be required to perform such action or comply with any term or provision hereof, then such party shall have such additional time as may be necessary to perform or comply so long as such party commences performance or compliance within said fifteen (15) day period and diligently proceeds to complete such performance or fulfill such obligation. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the Cure Period, the non-defaulting

party shall have all rights and remedies that are set forth in Agreement and in accordance with **Exhibit C**. In addition to the dispute resolution process and remedies set forth in this Agreement and **Exhibit C** and notwithstanding anything in this Agreement to the contrary, the City shall have the right to withhold the issuance of building permits for improvements on the Property affected by such default regardless of Property ownership) until the Default is cured by the Owner. Nothing contained in this section shall prevent the City from using any remedies or imposing any fines available to it under the Rules for a violation or breach of such Rules by the Owner.

28. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or the Owners of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

29. Time is Essence. Time is of the essence of this Agreement.

30. Assignment. Except as expressly provided for in a written assignment, upon Owner's transfer of the Property, or any portion thereof, the transferee(s) shall automatically become the Owner hereunder as to that transferred portion of the Property, and, upon the City's consent, which shall not be unreasonably withheld so long as all of Owner's accrued financial obligations pertaining to that transferred portion of the Property have been satisfied, the City shall release all prior Owner(s) from the obligations of this Agreement that are to be performed for that portion of the Property that has been transferred.

31. Rights Run With the Land; Successors.

(a) The rights established under this Agreement and the PAD Plan are not personal rights but attach to and run with the Property, pursuant to the provisions in Subsection 3(b) entitled "**Termination.**" Upon the Effective Date of this Agreement, the Owner and its successors or assigns are entitled to exercise the rights granted pursuant to this Agreement in conformance to A.R.S. § 9-500.05(D). This Agreement shall be interpreted and construed so as to preserve any vested rights respecting the Owner and/or the Property existing under this Agreement and applicable law.

(b) All of the provisions hereof are binding and shall inure to the benefit of the Parties and be binding upon the successors and assigns of the Parties hereof including, without limitation, to third party builders; provided, however, the Owner's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Property or a portion thereof subject to the provisions of Section 30, and only by a written instrument, recorded in the Official Records of Navajo County, Arizona, expressly assigning such rights and obligations.

(c) Notwithstanding the foregoing, the City agrees that the ongoing ownership, operation and maintenance obligations provided by this Agreement may be assigned to one or more homeowners or property owners associations to be established by the Owner. The Owner agrees to provide the City with written notice of any assignment of the Owner's rights or obligations to a homeowners' association within fifteen (15) days after such assignment. In the event of a complete or partial assignment by the Owner of all or a portion of the Owner's rights and obligations hereunder, so long as Owner's accrued financial obligations pertaining to those

assigned obligations related to the Property have been satisfied, the Owner's liability hereunder for any non-accrued obligation shall terminate effective upon the assumption by the Owner's assignee of such rights and obligations. As a condition precedent to the release of the Owner as contemplated by this Section 27(c), Owner shall provide conclusive evidence of such association's irrevocable commitment to perform the Owner's obligations hereunder.

Subject to the provisions of this Section 31, nothing in this Agreement shall operate to restrict the Owner's ability to assign, sell or otherwise convey, in whole or in part, any of its rights and obligations under this Agreement to those entities that acquire any portion of the Property.

32. No Owners Representations. Subject to the representations and warranties made in Section 24 and Section 33, unless otherwise stated herein, nothing contained in this Agreement shall be deemed a representation or warranty by the Owner of any kind whatsoever.

33. Good Standing; Authority. Each of the Parties and their assigns or successors represent (and will represent) and warrants to the other that, as applicable: (a) it is validly authorized to do business in the State of Arizona under the laws of Arizona, with respect to the Owner, or a municipal corporation within the State of Arizona, with respect to the City (b) that the Owner is authorized to transact business in the State of Arizona and is in good standing under applicable state laws, and (c) that the individual(s) executing this Agreement (or who will execute this Agreement) on behalf of their respective parties are authorized and empowered to bind the Party on whose behalf each such individual is signing.

34. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understanding of the parties, oral or written, are hereby superseded and merged herein.

35. Amendment. No change or addition can be made to this Agreement except by a written amendment executed by the Owner and the City, except that only the City and that Party that owns fee simple title to the portion of the Property for which the Agreement is amended shall be required to execute such amendment. Within ten (10) days after any amendment to this Agreement has been executed, such amendment shall be recorded in the official records of Navajo County, Arizona.

(a) Upon amendment of this Agreement as established herein, references to "Agreement" or "Development Agreement" shall mean the Agreement as amended by any subsequent, duly processed amendment.

(b) The effective date of any duly processed amendment shall be the date on which the last representative for the Parties executes the Agreement.

(c) If, after the effective date of any amendment(s), the Parties find it necessary to refer to this Agreement in its original, unamended form, they shall refer to it as the "**Original Development Agreement.**" When the Parties mean to refer to any specific amendment to the

Agreement which amendment is unmodified by any subsequent amendments, the parties shall refer to it by the number of the amendment as well as its effective date.

36. **Severability.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses the City from undertaking any contractual commitment to perform any act hereunder, this Agreement shall remain in full force and effect, but the provision requiring such action shall be deemed to permit the City to take such action at its discretion, if such a construction is permitted by law. If, however, the City fails to take the actions described herein, the Owners shall be entitled to terminate this Agreement and initiate de-annexation procedures at its discretion.

37. **Governing Law.** This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona. The provisions of A.R.S. §38-511 are incorporated herein and made a part hereof.

38. **Recordation.** This Agreement and any amendments and Exhibits shall be recorded in its entirety in the official records of Navajo County, Arizona, not later than ten (10) days after this Agreement is executed by the City and the Owners and/or the passage and adoption of the Annexation Ordinance.

39. **Notices and Requests.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below; (e) delivered by email transmission to an agent authorized to act on behalf of either of the Parties, including those parties listed below:

The City:

City Manager
City of Winslow
102 E Third Street
Winslow, Arizona 86047
928-289-1416(Telephone)
dcoolidege@winslowaz.gov (Email)

With Copy To:

Pierce Coleman
7730 E. Greenway Parkway, Suite 105
Scottsdale, Arizona 85260
Attn: Jon M. Paladini and Trish Stuhan
480-758-5952(Telephone)
jon@piercecoleman.com and
trish@piercecoleman.com (Email)

AG:

Atlas Global
200 Madison Avenue, 24th Floor
New York, NY 10016
Attn: James Rinzler
(212) 685-6500 (Telephone)
(646) 442-2323
jkr@dommgt.com (Email)

With Copy to:

Rose Law Group pc
7144 E. Stetson Drive, Suite 300
Scottsdale, Arizona 85251
Attn: Jordan R. Rose, Esq.
(480) 505-3939 (Telephone)
(480) 505-3925 (Facsimile)

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (a) when delivered to the Party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient; (e) when email communication is received during the normal business hours of the recipient. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

40. Exhibits and Recitals. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof. The Recitals set forth at the beginning of this agreement are hereby acknowledged and incorporated herein and the parties hereby confirm the accuracy thereof.

41. Adequate Infrastructure Plan. The City acknowledges that this Agreement provides an adequate plan to provide the Property with an appropriate level of infrastructure and services to serve the anticipated new development within ten (10) years of the effective date of the annexation ordinance pursuant to and in compliance with A.R.S. §9-471(O).

42. Estoppel Certificate. Any party may request of the other parties, and the requested parties shall, within twenty-one (21) calendar days, respond and certify by written instrument to the requesting party that (a) the Agreement and the PAD Plan or other PAD Zoning applicable to the Property is unmodified and in full force and effect, or if there have been modifications, that the Agreement, the PAD Plan or other PAD Zoning is in full force and effect as modified, stating the nature and date of such modification, (b) the existence of the default under the Agreement, the PAD Plan or other PAD Zoning and the scope and nature of the default, (c) the existence of any counterclaims which the requested parties have against the other parties, and (d) any other matters

that may reasonably be requested in connection with the development of land, development of the Property, any financing thereof, or any material aspect of the Development Plan. In the event Owner has not received an estoppel certificate within twenty-one (21) days from the date of the request, then in such event, Owner shall be entitled to prepare an estoppel certificate and deliver the certificate to City and such estoppel certificate shall be binding upon City.

43. Proposition 207 Waiver. Owner agrees, understands and acknowledges that City is entering into this Agreement in good faith and at the specific request of Owner, and further with the understanding that, if City acts consistently with the terms and conditions herein, it will not be subject to a claim for diminished value of the Property from Owner. Owner, on behalf of it and its successors and assigns, intends to encumber the Property with the following agreements and waivers. Owner agrees and consents to all the conditions imposed by this Agreement, and by signing this Agreement waives any and all claims, suits, damages, compensation and causes of action Owner may have now or in the future under the provisions of A.R.S. §§ 12-1134 through and including 12-1136 (but specifically excluding any provisions included therein relating to eminent domain) and resulting from the development of the Property consistent with this Agreement or from any “**land use law**” (as such term is defined in the aforementioned statute sections) permitted by this Agreement to be enacted, adopted or applied by City now or hereafter.

44. Reimbursement of City Expenditures. The Owner shall reimburse the City for its reasonable out-of-pocket expenditures as expressly provided for in this Agreement and approved by the Owner pursuant to this Section 44 within thirty (30) days after City’s written demand for reimbursement to the City by the Owner. The Owner and City agree and acknowledge that at least thirty (30) days prior to the City making any out-of-pocket expenditure that may be subject to reimbursement by the Owner pursuant to this Agreement, the City will provide written notice to the Owner of the description and a good faith estimate of the amount of such proposed expenditure that is subject to reimbursement by the Owner (an “**Expenditure Notice**”). The Owner shall approve or disapprove of each Expenditure Notice in writing no later than fifteen (15) business days after the Owner’s receipt such Expenditure Notice by delivering written notice to the City, which approval shall not be unreasonable conditioned, delayed or denied (the “**Expenditure Notice Response**”). If the Owner fails to deliver an Expenditure Notice Response within the time permitted in this Agreement, the Owner shall be deemed to have approved the City’s Expenditure Notice. The City shall not make any expenditure until Owner has approved or has been deemed to have approved of the Expenditure Notice. If the City becomes aware that a City expenditure that has been approved or deemed approved will exceed the good faith estimate in the City’s Expenditure Notice, the City shall provide the Owner with a revised Expenditure Notice outlining the excess amount and a description outlining the reason for the excess expenditure amount (the “**Revised Expenditure Notice**”). The City’s delivery of any Revised Expenditure Notice and the Owner’s approval of the same shall be subject to the same delivery and approval timelines for any Expenditure Notice. Notwithstanding any provision contained in this Section 44, the Owner may waive its right to review and approval of any City expenditure by delivering written notice of the same. Notwithstanding the foregoing procedures, Owner acknowledges that the City has incurred and paid its out-of-pocket professional services expenditures related to the purchase and sale of the Other AG Property and the negotiation of this Agreement among other work associated with the dealings between AG and the City prior to entering into this Agreement. Owner and the City agree that the City’s expenditures as of the date of this Agreement are in the amount of sixty

thousand dollars (\$60,000.00) ("To Date Expenditures"), and that the To Date Expenditures are reasonable and necessary given the scope of the subject project and transaction. Owner agrees to reimburse the City the full amount of the To Date Expenditures not more than thirty (30) days following the Effective Date of this Agreement.

45. Residential Housing Requirements. The Parties recognize the mutual benefits of ensuring that adequate dwelling units are constructed to meet the needs of the Industrial Property and to alleviate worker housing shortages and rental property demands within the City. To address these critical housing needs, AG agrees to file a subdivision plan for the development of at least two hundred sixty (260) residential units within four (4) years from the Effective Date of this Agreement. If AG fails to file the subdivision plan within the specified four-year period, AG shall transfer forty (40) acres of land to the City for the City to construct, or cause to be constructed, the residential units to address the housing shortfall. The City agrees to collaborate with AG during the four-year period to facilitate the development process, offering guidance and assistance as needed.

46. I-40 Trade Port Corridor. The Parties acknowledge the mutual benefits of advancing the development of the I-40 Trade Port Corridor (the "**Corridor**") and agree to cooperate and act in good faith to secure federal and state funding for such development. AG is currently under contract to purchase certain real property as legally described on Exhibit E, attached hereto and made a part hereof (the "**Hub Option Property**"), which both the City and AG agree is a suitable location for the Corridor. In consideration for a reduction in the purchase price of the Other AG Property to be sold to AG by the City, AG hereby agrees to assign to the City all of AG's right, title, and interest as purchaser under the purchase and sale agreement for the Hub Option Property; *provided*, however, that the sale of the Other AG Property is consummated simultaneously with, or prior to, the closing of the acquisition of the Hub Option Property. The City agrees to reimburse AG seventy thousand dollars (\$70,000.00) in fees and costs AG expended related to the Hub Option Property, with such reimbursement to also be deducted from the purchase price of the Other AG Property to be sold to AG by the City. The Parties further acknowledge that AG incurred approximately sixty-three thousand dollars (\$63,000.00) in grant writing costs, one hundred thousand dollars (\$100,000.00) in lobbying costs, and fifteen thousand dollars (\$15,000.00) in travel expenses in support of the I-40 Trade Port Corridor for a total of one hundred seventy-eight thousand dollars (\$178,000.00) in additional costs. The City agrees to reimburse AG one hundred seventy-eight thousand dollars (\$178,000.00) in additional costs if the Lindbergh Parkway is not constructed in accordance with Section 20(d) of this Agreement and AG must bear the cost to construct the Parkway. The City shall reimburse AG within thirty (30) days after AG's written demand for reimbursement pursuant to this section.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below:

CITY:

CITY OF WINSLOW, ARIZONA, a municipal corporation

By: _____
Roberta Cano, Mayor for City of Winslow

Date: _____

Attest:

Suzy Wetzel, Clerk for the City of Winslow

APPROVED AS TO FORM AND AUTHORITY
The foregoing Agreement has been reviewed by the undersigned attorney, who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona to the City of Winslow.

Attorney for City of Winslow

STATE OF ARIZONA)
)ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Roberta Cano, the Mayor of the CITY OF WINSLOW, an Arizona municipal corporation.

Notary Public

My Commission Expires:

AG:

**ATLAS GLOBAL DEVELOPMENT GROUP,
LLC, an Arizona limited liability company**

By: _____

Name:

Its:

STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____,
2023, by _____, _____ of
_____, as Members of ATLAS GLOBAL DEVELOPMENT
GROUP, LLC, a Delaware limited liability company.

Notary Public

My Commission Expires:

LIST OF EXHIBITS:

Exhibit A: Property Subject to this Agreement

- Exhibit A-1: Industrial I Property
- Exhibit A-2: Industrial II Property
- Exhibit A-3: Other AG Property
- Exhibit A-4: Depiction of Property

Exhibit B: Offsite Advertising and Signage Criteria

Exhibit C: Dispute Resolution

Exhibit D: Self-Certification Forms (subject to update and revision by City Engineer)

Exhibit E: Hub-Option Property

Exhibit A-1

Industrial I Property Legal Description

(Attached)

Legal Description: APN: 103-02-001E

A portion of that parcel of land described in Instrument Number 2003-29452, Official Records of Navajo County, located in Section 14, Township 19 North, Range 15 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows:

Commencing at a found 3 inch brass cap marked 'LS 8367' at the East quarter corner of said Section 14, from which a found 3 inch brass cap marked 'LS 8367' at the Northeast corner of said Section 14 bears North 1 degrees 02 minutes 45 seconds West, 2639.09 feet (Basis of Bearing, North 0 degrees 07 minutes 23 seconds East, 2639.72 feet according to Book 43 of Surveys, page 32, Official Records of Navajo County, herein referred to as RI) said East quarter corner being the True Point of Beginning;

Thence along the East line of said Section 14, North 1 degrees 02 minutes 45 seconds West, 505.14 feet;

Thence leaving said East line, South 88 degrees 57 minutes 08 seconds West, 359.99 feet to a point in common with the Northerly line of 'Parcel B' as shown on RI;

Thence continuing along said Northerly line, North 1 degrees 02 minutes 52 seconds West, 35.00 feet;

Thence continuing along said Northerly line, North 65 degrees 24 minutes 04 seconds West, 343.85 feet to the beginning of a non-tangent curve concave to the South having a radius of 100.00 feet and being subtended by a chord which bears South 71 degrees 33 minutes 44 seconds West, 136.40 feet;

Thence continuing along said Northerly line, and Westerly along said curve, 150.10 feet through a central angle of 86 degrees 00 minutes 00 seconds;

Thence continuing along said Northerly line, South 28 degrees 33 minutes 30 seconds West, 401.22 feet to the Beginning of a non-tangent curve concave to the East having a radius of 300.00 feet and being subtended by a chord which bears South 7 degrees 00 minutes 14 seconds West, 221.07 feet;

Thence continuing along said Northerly line, and Southerly along said curve, 226.40 feet through a central angle of 43 degrees 14 minutes 23 seconds;

Thence continuing along said Northerly line, South 14 degrees 41 minutes 39 seconds East, 293.52 feet to the beginning of a non-tangent curve concave to the North having a radius of 100.00 feet and being subtended by a chord which bears South 73 degrees 37 minutes 19 seconds East, 171.37 feet;

Thence continuing along said Northerly line, and Easterly along said curve, 205.83 feet through a central angle of 117 degrees 55 minutes 49 seconds;

Thence continuing along said Northerly line, North 47 degrees 26 minutes 46 seconds East, 422.65 feet;

Thence continuing along said Northerly line, North 18 degrees 35 minutes 39 seconds East, 457.33 feet;

Thence continuing along said Northerly line, North 89 degrees 50 minutes 18 seconds East, 166.31 feet;

Thence along the Easterly line of said 'Parcel B', South 1 degrees 02 minutes 39 seconds East, 1882.54 feet;

Legal Description: APN: 103-02-001E

Cont.

Thence along said Easterly line, North 88 degrees 58 minutes 45 seconds East, 119.94 feet;

Thence continuing along said Easterly line, South 1 degrees 03 minutes 17 seconds East, 684.65 feet;

Thence along the South line of said 'Parcel B', South 89 degrees 42 minutes 38 seconds West, 325.75 feet to a point on the Easterly line of the Amended Plat for Painted Desert Country Club Estates, Unit 3 as shown on Docket 17, page 22, Official Records of Navajo County;

Thence along said Easterly line, South 6 degrees 26 minutes 21 seconds East, 385.98 feet to a point on the Northerly Right-of-Way line of Mikes Pike Street as shown on Book 35 of Surveys, page 21, Official Records of Navajo County, and the beginning of a non-tangent curve concave to the north having a radius of 560.00 feet and being subtended by a chord which bears North 70 degrees 19 minutes 03 seconds East, 347.47 feet;

Thence along said Right-of-Way line, and Northeasterly along said curve, 353.58 feet through a central angle of 36 degrees 10 minutes 35 seconds to a point on the East line of said Section 14;

Thence along said East line;

Thence North 1 degrees 02 minutes 48 seconds West, 2383.95 feet to the True Point of Beginning.

Legal Description: APN: 103-02-013B

Parcel B, according to Record of Survey Recorded in Book 43 of Surveys, Page 32, Being a Portion of Section 14, Township 19 North, Range 15 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona.

Legal Description: APN: 103-13-001K

PARCEL ONE:

A tract of land lying within the Northwest quarter of Section 24, Township 19 North, Range 15 East of the Gila and Salt River Base and Meridian, City of Winslow, Navajo County, State of Arizona, more fully described as follows:

The basis of bearing being the bearing of record of the Westerly boundary of said Section 24, from the West quarter corner of said Section to the Northwest corner of said Section 24, the bearing of record being North 00 degrees 58 minutes 13 seconds West, the point of reference being the said West quarter corner of Section 24;

From the point of reference North 85 degrees 38 minutes 03 seconds East a distance of 1,017.69 feet to the Point of Beginning the intersection of the Easterly Right of Way boundary of Gorman Avenue and Northerly boundary of drainage Right of Way parallel to the Northerly of Fleming Street;

Thence North 26 degrees 04 minutes 54 seconds East along the Easterly Right of Way boundary of Gorman Avenue to a point, the beginning of a curve to the right;

Thence 482.50 feet along the arc of radius of 2,252.16 feet and internal angle of 12 degrees 05 minutes 14 seconds to a point;

Thence South 51 degrees 49 minutes 52 seconds East 224.18 feet on a radius of the curve to a point;

Thence South 26 degrees 04 minutes 54 seconds West 901.41 feet to a point on the Northerly boundary of the drainage right of way parallel to Fleming Street;

Thence South 89 degrees 51 minutes 39 seconds West 300 feet to the Point of Beginning.

Except all minerals as reserved in Patent recorded in Book 2 of Patents, page 117.

PARCEL TWO:

A portion of Section 24, Township 19 North, Range 15 East, of the Gila and Salt River Meridian, Navajo County, Arizona, being more particularly described as follows,

RNC = Records of Navajo County

Commencing for Reference at the Northwest corner of Section 24, a found aluminum capped rebar, from which the North quarter corner of Section 24, a found brass capped pipe stamped "LS57C4", bears North 89 degrees 20 minutes 27 seconds East, a distance of 2679.23 feet, (Basis of Bearings)

Thence North 89 degrees 19 minutes 49 seconds East, for a distance of 2002.25 feet to a found ADOT brass capped Right of Way monument, to the Point of Beginning,

Thence North 89 degrees 20 minutes 32 seconds East, along the South Right of Way of US Interstate 40, for a distance of 181.13 feet, to a set ½ inch rebar / cap- LS 18548,

Legal Description: APN: 103-13-001K

Cont.

Thence South 09 degrees 28 minutes 07 seconds East, for a distance of 354.18 feet, to a set ½ inch rebar / cap-LS 18548,

Thence South 04 degrees 13 minutes 14 seconds East, for a distance of 606.10 feet, to a set ½ inch rebar and cap- LS 18548,

Thence South 47 degrees 38 minutes 11 seconds West, for a distance of 548.20 feet, to a set ½ inch rebar / cap -LS 18548,

Thence South 00 degrees 46 minutes 12 seconds East, for a distance of 1242.08 feet, to a set ½ inch rebar / cap-LS 18548,

Thence South 89 degrees 56 minutes 57 seconds West, parallel with and 75 feet distance from the South line of the Northwest quarter of Section 24, for a distance of 837.44 feet to a set ½ inch rebar / cap-LS 18548,

Thence South 25 degrees 55 minutes 58 seconds West, for a distance of 27.81 feet to a set ½ inch rebar / cap-LS 18548,

Thence South 89 degrees 56 minutes 57 seconds West, parallel with and 50 feet distance from the South line of the Northwest quarter of said Section 24, for a distance of 77.37 feet to a set ½ inch rebar / cap-LS 18548

Thence North 25 degrees 55 minutes 58 seconds East, along the East line of that certain parcel described at reception number 2004-23385, RNC, for a distance of 549.79, to a set ½ inch rebar / cap-LS 18548,

Thence North 64 degrees 04 minutes 02 seconds West, along a North line of (r1), for a distance of 204.84 feet, to a found ½ inch rebar / cap stamped LS23950,

Thence South 89 degrees 15 minutes 34 seconds West, along a North line of (r1), for a distance of 327.43 feet, to a found ½ inch rebar / cap stamped LS 23950,

Thence North 00 degrees 57 minutes 22 seconds West, along the East line of that certain parcel described at Docket 22, Pages 70-71, RNC, for a distance of 681.67 feet, to a found ½ inch rebar / cap stamped LS16630,

Thence North 00 degrees 58 minutes 20 seconds West, along the East line of that certain parcel described at Docket 204 pages 504-505, RNC for a distance of 309.49 feet, to a set ½ inch rebar / cap -LS18548,

Thence North 89 degrees 37 minutes 51 seconds East, along the South line of Iron Horse Subdivision per plat recorded at Book 24, Pages 59-60, RNC, for a distance of 26.36 feet to a found 1/2 inch rebar / cap stamped LS 16630,

Thence North 00 degrees 57 minutes 47 seconds West, along an East line of Iron Horse Subdivision per plat recorded in Book 24, of plats, pages 59-60, RNC, for a distance of 472.97 feet, to a found rebar / cap stamped LS 16630,

Legal Description: APN: 103-13-001K

Cont.

Thence North 09 degrees 20 minutes 35 seconds West, along an East line of Iron Horse Subdivision per Plat recorded at Book 24 of Plats, pages 59-60, RNC, for a distance of 348.44 feet, to a found rebar / cap stamped LS 15630,

Thence North 80 degrees 41 minutes 55 seconds, East, along the South Right of Way line of US Interstate 40, for a distance of 682.63 feet, to a found ADOT brass capped Right of Way monument,

Thence along a non-tangent curve to the right, concave to the South, a distance of 690.28 feet, said curve having a radius of 11305.26 feet, a delta of 03 degrees 29 minutes 54 seconds, and a chord of North 82 degrees 25 minutes 55 seconds East, a distance of 690.18 feet, Back to the Point of Beginning.

Except the following described property:

A tract of land lying with the Northwest quarter of Section 24, Township 19 North, Range 15 East of the Gila and Salt River Base and Meridian, City of Winslow, Navajo County, State of Arizona, more fully described as follows:

The basis of bearing being the bearing of record of the Westerly boundary of said Section 24, from the West quarter corner of the said Section to the Northwest corner of said Section 24, the bearing of record being North 00 degrees 58 minutes 13 seconds West, the point of reference being the said West quarter corner of Section 24;

From the point of reference North 85 degrees 38 minutes 03 seconds East a distance of 1,017.69 feet to the point of Beginning the intersection of the Easterly Right of Way boundary of Gorman Avenue and the Northerly boundary of drainage Right of Way parallel to and Northerly of Fleming Street;

Thence North 26 degrees 04 minutes 54 seconds East along the Easterly Right of Way boundary of Gorman Avenue to a point, the beginning of a curve to the right;

Thence 482.50 feet along the arc of radius 2,252.16 feet and internal angle of 12 degrees 05 minutes 14 seconds to a point;

Thence South 51 degrees 49 minutes 52 seconds East 224.18 feet on a radius of the curve to a point;

Thence South 26 degrees 04 minutes 54 seconds West 901.41 feet to a point on the Northerly boundary of the drainage right of way parallel to Fleming Street;

Thence South 89 degrees 51 minutes 39 seconds West 300 feet to the Point of Beginning.

Legal Description: APN: 103-22-008C

PARCEL 1:

LOT 2 AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 19 NORTH, RANGE 16 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, NAVAJO COUNTY, ARIZONA;

EXCEPT THE EAST 675 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER THEREOF;

AND EXCEPT THAT PART THEREOF LYING EAST OF THE EAST BOUNDARY OF THE RUBY WASH AS DESCRIBED IN DOCKET 482, PAGE 832;

AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF WINSLOW BY AND THROUGH ITS CITY COUNCIL IN DOCKET 482, PAGE 842, RECORDS OF NAVAJO COUNTY, ARIZONA;

AND EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY POINT ON THE WESTLINE OF SAID SECTION 18, WHERE THE SOUTHERLY RIGHT OF WAY LINE OF CHANNEL "A" DRAINAGE CHANNEL JOINS WITH SAID WEST LINE OF SECTION 18, WHICH POINT BEARS SOUTH 00 DEGREES 51 MINUTES 20 SECONDS EAST, A DISTANCE OF 917.70 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 18;

THENCE ALONG SAID WEST LINE SOUTH 00 DEGREES 51 MINUTES 20 SECONDS EAST, A DISTANCE OF 1000.02 FEET;

THENCE NORTH 89 DEGREES 28 MINUTES 46 SECONDS EAST, A DISTANCE OF 91.84 FEET;

THENCE NORTH 00 DEGREES 31 MINUTES 14 SECONDS WEST, A DISTANCE OF 1000.00 FEET TO THE AFORESAID SOUTHERLY RIGHT OF WAY LINE;

THENCE SOUTH 89 DEGREES 46 MINUTES WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 97.69 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

AN EASEMENT FOR UTILITIES 20 FEET IN WIDTH ALONG THE ENTIRE SOUTHERN BOUNDARY OF THE FOLLOWING DESCRIBED PROPERTY:

THE EAST 325 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 19 NORTH, RANGE 16 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, NAVAJO COUNTY, ARIZONA.

PARCEL 3:

AN EASEMENT FOR UTILITIES 20 FEET IN WIDTH ALONG THE ENTIRE SOUTHERN BOUNDARY OF THE FOLLOWING DESCRIBED PROPERTY:

Legal Description: APN: 103-22-008C

Cont.

THE EAST 675 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 19 NORTH, RANGE 16 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, NAVAJO COUNTY, ARIZONA;

EXCEPT THE EAST 325 FEET THEREOF.

PARCEL 4:

AN EASEMENT FOR UTILITIES 20 FEET IN WIDTH ALONG THE ENTIRE SOUTHERN BOUNDARY OF THE FOLLOWING DESCRIBED PROPERTY: LOT 2 AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 19 NORTH, RANGE 16 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, NAVAJO COUNTY, ARIZONA LYING EAST BOUNDARY OF THE RUBY WASH AS DESCRIBED IN DOCKET 482, PAGE 832;

EXCEPT THE EAST 675 FEET THEREOF.

Legal Description: APN: 103-01-026B

That portion of Section 36, Township 19 North, Range 15 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows:

BEGINNING at a found aluminum cap marked "RLS 16630 RLS37935" at the Northeast corner of said Section 36;

THENCE South $00^{\circ}33'32''$ East, a distance of 2,656.85 feet, along the East line of said Section 36 to a found 2" diameter aluminum cap marked "RLS 7334" at the East quarter corner of said Section 36;

THENCE South $00^{\circ}33'42''$ East, a distance of 2,656.20 feet, along the East line of said Section 36 to a found U.S. General Land Office post with cap at the Southeast corner of said Section 36;

THENCE North $89^{\circ}25'35''$ West, a distance of 2,645.28 feet along the South line of said Section 36 to a found aluminum cap marked "RLS 16630 RLS 37935" at the South quarter corner of said Section 36;

THENCE North $89^{\circ}25'35''$ West, a distance of 244.43 feet along the South line of said Section 36 to a point of non-tangency in the centerline of State Route 87 through which a radial line bears South $67^{\circ}42'32''$ East;

THENCE Northeasterly, a distance of 2,542.79 feet along said centerline, along the arc of an 11,459.16 foot radius curve, concave to the Northwest, to a point of tangency;

THENCE North $09^{\circ}34'44''$ East, a distance of 2,969.87 feet along said centerline to the North line of said Section 36;

THENCE South $89^{\circ}07'11''$ East, a distance of 101.78 feet along said north line to a found nail with tag marked "LS 1663C", hereinafter referred to as "POINT A";

THENCE continuing South $89^{\circ}37'11''$ East, a distance of 1,555.32 feet along said North line to the POINT OF BEGINNING.

EXCEPT the following described parcel:

COMMENCING for reference at the hereinbefore described "POINT A";

THENCE South $09^{\circ}36'18''$ West, a distance of 1,091.40 feet to a found Arizona Highway Department brass cap on the East line of said State Route 87;

THENCE South $09^{\circ}34'44''$ East, a distance of 100.30 feet along said East line to a found Arizona Highway Department brass cap;

THENCE continuing South $09^{\circ}34'44''$ West, a distance of 100.31 feet along said East line to a found brass cap stem in concrete at the intersection of said East line and the South line of State Route 99 and the POINT OF BEGINNING;

THENCE continuing South $09^{\circ}34'44''$ West, a distance of 500 feet along said East line to a set rebar with cap marked "LS 16630 RLS 18215";

Legal Description: APN: 103-01-026B

Cont.

THENCE South $75^{\circ}57'50''$ East a distance of 870.00 feet to a set rebar with cap marked "LS 16630 RLS 18215";

THENCE North $09^{\circ}34'44''$ East, a distance of 506.49 feet to a point of non-tangency on the South line of said State Route 99 through which a radial line bears South $09^{\circ}46'33''$ West;

THENCE Northwesterly, a distance of 174.07 feet, along said South line, along the arc of a 2,341.83 foot radius curve, concave to the Northeast, through a central angle of $04^{\circ}15'32''$ to a found Arizona Highway Department brass cap;

THENCE North $75^{\circ}57'50''$ West, a distance of 695.59 feet along said South line to the POINT OF BEGINNING.

[Also currently identified as Navajo County Assessor's Parcel No. 103-01-026B]

Legal Description: APN: 103-13-001B

PARCEL ONE:

A tract of land lying within the Northwest quarter of Section 24, Township 19 North, Range 15 East of the Gila and Salt River Base and Meridian, City of Winslow, Navajo County, State of Arizona, more fully described as follows:

The basis of bearing being the bearing of record of the Westerly boundary of said Section 24, from the West quarter corner of said Section to the Northwest corner of said Section 24, the bearing of record being North 00 degrees 58 minutes 13 seconds West, the point of reference being the said West quarter corner of Section 24;

From the point of reference North 85 degrees 38 minutes 03 seconds East a distance of 1,017.69 feet to the Point of Beginning the intersection of the Easterly Right of Way boundary of Gorman Avenue and Northerly boundary of drainage Right of Way parallel to the Northerly of Fleming Street;

Thence North 26 degrees 04 minutes 54 seconds East along the Easterly Right of Way boundary of Gorman Avenue to a point, the beginning of a curve to the right;

Thence 482.50 feet along the arc of radius of 2,252.16 feet and internal angle of 12 degrees 05 minutes 14 seconds to a point;

Thence South 51 degrees 49 minutes 52 seconds East 224.18 feet on a radius of the curve to a point;

Thence South 26 degrees 04 minutes 54 seconds West 901.41 feet to a point on the Northerly boundary of the drainage right of way parallel to Fleming Street;

Thence South 89 degrees 51 minutes 39 seconds West 300 feet to the Point of Beginning.

Except all minerals as reserved in Patent recorded in Book 2 of Patents, page 117.

PARCEL TWO:

A portion of Section 24, Township 19 North, Range 15 East, of the Gila and Salt River Meridian, Navajo County, Arizona, being more particularly described as follows,

RNC = Records of Navajo County

Commencing for Reference at the Northwest corner of Section 24, a found aluminum capped rebar, from which the North quarter corner of Section 24, a found brass capped pipe stamped "LS57C4", bears North 89 degrees 20 minutes 27 seconds East, a distance of 2679.23 feet, (Basis of Bearings)

Thence North 89 degrees 19 minutes 49 seconds East, for a distance of 2002.25 feet to a found ADOT brass capped Right of Way monument, to the Point of Beginning,

Thence North 89 degrees 20 minutes 32 seconds East, along the South Right of Way of US Interstate 40, for a distance of 181.13 feet, to a set ½ inch rebar / cap- LS 18548,

Legal Description: APN: 103-13-001B

Cont.

Thence South 09 degrees 28 minutes 07 seconds East, for a distance of 354.18 feet, to a set ½ inch rebar / cap-LS 18548,

Thence South 04 degrees 13 minutes 14 seconds East, for a distance of 606.10 feet, to a set ½ inch rebar and cap- LS 18548,

Thence South 47 degrees 38 minutes 11 seconds West, for a distance of 548.20 feet, to a set ½ inch rebar / cap -LS 18548,

Thence South 00 degrees 46 minutes 12 seconds East, for a distance of 1242.08 feet, to a set ½ inch rebar / cap-LS 18548,

Thence South 89 degrees 56 minutes 57 seconds West, parallel with and 75 feet distance from the South line of the Northwest quarter of Section 24, for a distance of 837.44 feet to a set ½ inch rebar / cap-LS 18548,

Thence South 25 degrees 55 minutes 58 seconds West, for a distance of 27.81 feet to a set ½ inch rebar / cap-LS 18548,

Thence South 89 degrees 56 minutes 57 seconds West, parallel with and 50 feet distance from the South line of the Northwest quarter of said Section 24, for a distance of 77.97 feet to a set ½ inch rebar / cap-LS 18548

Thence North 25 degrees 55 minutes 58 seconds East, along the East line of that certain parcel described at reception number 2004-23385, RNC, for a distance of 549.79, to a set ½ inch rebar / cap-LS 18548,

Thence North 64 degrees 04 minutes 02 seconds West, along a North line of (rl), for a distance of 204.84 feet, to a found ½ inch rebar / cap stamped LS23950,

Thence South 89 degrees 15 minutes 34 seconds West, along a North line of (rl), for a distance of 327.43 feet, to a found ½ inch rebar / cap stamped LS 23950,

Thence North 00 degrees 57 minutes 22 seconds West, along the East line of that certain parcel described at Docket 22, Pages 70-71, RNC, for a distance of 681.67 feet, to a found ½ inch rebar / cap stamped LS16630,

Thence North 00 degrees 58 minutes 20 seconds West, along the East line of that certain parcel described at Docket 204 pages 504-505, RNC for a distance of 309.49 feet, to a set ½ inch rebar / cap -LS18548,

Thence North 89 degrees 37 minutes 51 seconds East, along the South line of Iron Horse Subdivision per plat recorded at Book 24, Pages 59-60, RNC, for a distance of 26.36 feet to a found 1/2 inch rebar / cap stamped LS 16630,

Thence North 00 degrees 57 minutes 47 seconds West, along an East line of Iron Horse Subdivision per plat recorded in Book 24, of plats, pages 59-60, RNC, for a distance of 472.97 feet, to a found rebar / cap stamped LS 16630,

Legal Description: APN: 103-13-001B

Cont.

Thence North 09 degrees 20 minutes 35 seconds West, along an East line of Iron Horse Subdivision per Plat recorded at Book 24 of Plats, pages 59-60, RNC, for a distance of 348.44 feet, to a found rebar / cap stamped LS 16630,

Thence North 80 degrees 41 minutes 55 seconds, East, along the South Right of Way line of US Interstate 40, for a distance of 682.63 feet, to a found ADOT brass capped Right of Way monument,

Thence along a non-tangent curve to the right, concave to the South, a distance of 690.28 feet, said curve having a radius of 11305.26 feet, a delta of 03 degrees 29 minutes 54 seconds, and a chord of North 82 degrees 25 minutes 55 seconds East, a distance of 690.18 feet, Back to the Point of Beginning.

Except the following described property:

A tract of land lying with the Northwest quarter of Section 24, Township 19 North, Range 15 East of the Gila and Salt River Base and Meridian, City of Winslow, Navajo County, State of Arizona, more fully described as follows:

The basis of bearing being the bearing of record of the Westerly boundary of said Section 24, from the West quarter corner of the said Section to the Northwest corner of said Section 24, the bearing of record being North 00 degrees 58 minutes 13 seconds West, the point of reference being the said West quarter corner of Section 24;

From the point of reference North 85 degrees 38 minutes 03 seconds East a distance of 1,017.69 feet to the point of Beginning the intersection of the Easterly Right of Way boundary of Gorman Avenue and the Northerly boundary of drainage Right of Way parallel to and Northerly of Fleming Street;

Thence North 26 degrees 04 minutes 54 seconds East along the Easterly Right of Way boundary of Gorman Avenue to a point, the beginning of a curve to the right;

Thence 482.50 feet along the arc of radius 2,252.16 feet and internal angle of 12 degrees 05 minutes 14 seconds to a point;

Thence South 51 degrees 49 minutes 52 seconds East 224.18 feet on a radius of the curve to a point;

Thence South 26 degrees 04 minutes 54 seconds West 901.41 feet to a point on the Northerly boundary of the drainage right of way parallel to Fleming Street;

Thence South 89 degrees 51 minutes 39 seconds West 300 feet to the Point of Beginning.

Exhibit A-2

Industrial II Property Legal Description

(Attached)

Legal Description: APN: 103-01-006A

PARCEL NO. 1:

The East half of the East half of the Southwest quarter of Section 26, Township 19 North, Range 15 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona.

Except all the coal and other minerals as reserved by the United States of America in the Patent to said land.

PARCEL NO. 2:

The Southeast quarter of Section 26, Township 19 North, Range 14 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona.

Except that part described as follows:

Beginning at the Southeast corner of said Section 26;

Thence along the East line of said Section 26, a distance of 260 feet,

Thence in a Southwesterly direction 1509 feet more or less to a point on the South line of said Section 26;

Thence Easterly along the South line of said Section 1487.2 feet more or less to the Point of Beginning.

Also except the North half of the East half of the East half of the Southeast quarter of said Section 26.

Also except the East half of the Southeast quarter of the Southeast quarter of said Section 26.

Also except the West half of the Northeast quarter of the Southeast quarter of said Section 26.

Except all coal and other minerals as reserved by the United States of America in the Patent to said land.

PARCEL NO. 3:

The East 30 feet of the West half of the Northeast quarter of the Southeast quarter of Section 26, Township 19 North, Range 15 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona.

Except all the coal and other minerals as reserved by the United States of America in the Patent to said land.

Legal Description: APN: 103-61-001D

Section 31, Township 19 North, Range 16 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona;

Except all oil, coal, gas and gaseous substances (whether hydrocarbon or otherwise and including without limitation geo-thermal steam) and all minerals as reserved in instrument recorded in Docket 626, page 5, records of Navajo County, Arizona; and also

Except that portion described as follows:

Beginning at the Northwest corner of the tract herein described a point on the Easterly right of way line of Clear Creek Road; whence the section corner common to Sections 29, 30, 31 and 32, Township 19 North, Range 16 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona, bears North 79°26'19" East, 885.88 feet distance;

Thence East 875.00 feet along a fence line, as it existed on February 4, 1974, to a point on the section line common to aforementioned Sections 31 and #2, the Northeast corner of the tract herein described;

Thence Southerly 810.00 feet distance along said section line to the Southeast corner of the tract herein described;

Thence West 480.00 feet to a point on the Easterly line of aforementioned Clear Creek Road (a point on curve);

Thence Northwesterly 910.0 feet along said Easterly right of way line of Clear Creek Road along the arc of a curve to the Northwest corner and place of beginning of the tract herein described; and also

Except the following described property:

Beginning at a G.L.O. Brass cap which is the Southwest corner of said Section 31;

Thence along the West boundary of said Section 31, North 00°32'02" West a distance of 3859.81 feet to a 2 inch aluminum cap stamped LS 7334, said point being on the Southerly right of way of Highway No. 99;

Thence along said right of way, North 81°24'15" East a distance of 699.30 feet to a brass cap;

Thence on a curve concave to the right with a radius of 1382.30 feet and an arc of 935 feet on a chord, South 79°12'10" East a distance of 918.04 feet to a brass cap;

Thence South 59°48'35" East a distance of 4232.28 feet to a 2 inch aluminum cap stamped LS 7334, said point being on the East boundary of Section 31;

Thence along said boundary South 00°51'45" East a distance of 1672.96 feet to a 3 inch brass cap stamped LS 7334, said point being the Southeast corner of Section 31;

Thence along the South boundary of Section 31 North 89°54'10" West a distance of 5240.67 feet to the Point of Beginning.

Legal Description: APN: 103-61-001H

A Portion of Section 31, Township 19 North, Range 16 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona; described as follows,

Parcel II as Described in Instrument No. 2001-21305, Navajo County Records;

EXCEPT the Following described parcel:

COMMENCING for reference at a found 3-1/4" diameter Brass cap Marked "RLS 7334" at the Southeast corner of said Section 31;

THENCE South 89°39'39" West 573.04 feet along the South line of said Section 31 to a set 1/2" rebar cap marked "RLS 18215 LS16630" at the POINT OF BEGINNING.

THENCE Continuing South 89°39'39" West 1100.00 feet along said south line to a found 2" diameter aluminum cap marked "RLS 7334" at the Southeast corner of that parcel described in Instrument No. 2013-7278, Navajo County Records.

THENCE North 01°19'37" West, 400.00 feet along the east line of said parcel to a found 2" diameter aluminum cap marked "RLS 7334" at the northeast corner thereof;

THENCE North 89°39'39" East, 1100.00 feet to a set 1/2" rebar with cap Marked "RLS 18215 LS 16630";

THENCE South 01°19'37" East, 400.00 feet to the POINT OF BEGINNING.

Legal Description: APN: 103-61-019A

A portion of the Northeast quarter of the Northeast quarter of Section 31, Township 19 North Range 16 East, of the Gila and Salt River Base and meridian, Navajo, County Arizona, described as follows,

Commencing at the Northeast corner of said Section 31, Thence South 79 degrees 26 minutes 19 seconds West, a distance of 885.88 feet to the Point of Beginning,

Thence East a distance of 375 feet,

Thence South a distance of 250 feet,

Thence West a distance of 250 feet, to the Westerly right of way line of Clear Creek Road,

Thence Northwesterly along said westerly line of said road, to the Point of Beginning.

Exhibit A-3

Other AG Property Legal Description

Buyer to obtain a survey of the real property at its costs and provide to City the legal descriptions prior to close of escrow. The following is a list of parcel numbers and approximately acreage City believes to be included in the 1200 +/- acres to be purchased by Buyer. The parties agree that the below list may not be comprehensive and that other tax parcels may be added to this Exhibit to further the transaction contemplated by this agreement."

APN	Size (Ac)
103-01-009	4.40
103-01-012A	372.32
108-23-001	79.01
103-18-006A	154.80
103-55-001A	5.75
103-55-001C	72.45
103-55-002	44.64
103-55-003	44.75
103-55-004	36.46
103-55-005	36.48
103-55-006	36.55
103-55-008	37.64
103-55-009	37.36
103-55-010	37.36
103-55-011	37.64
103-55-012	37.19
103-55-013	36.93
103-55-014	37.79
103-55-015	44.98
103-55-016	12.02
103-55-017	40.00

Depiction of Property

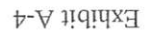


Exhibit B

Offsite Advertising and Signage Criteria

Off-site signs shall be permitted within Commercial and Industrial land use areas of an approved Planned Area Development (PAD) along the I-40 corridor or an arterial street in accordance with the following development standards:

- a. No off-site sign shall be closer than 500 feet from another off-site sign on the same side of the arterial street or freeway as measured between closest support structures of each sign at ground level.
- b. Sign faces may not be larger than 18 feet high by 40 feet wide per sign face; however, extensions integral to the design of the sign copy can exceed the allowed size by not more than 10 percent of the overall sign face area.
- c. Off-site signs shall maintain the same setbacks as those required by the underlying zoning district for accessory structures.
- d. Each off-site sign may contain up to 3 sign faces and each sign face must be oriented towards the arterial street or freeway. No off-site sign may have more than one sign face oriented at the same arterial street or freeway.
- e. Off-site signs may utilize static or digital faces.
- f. Digital off-site signs may not be externally illuminated. Static off-site signs shall be 100 feet from the nearest residential district boundary except as provided in paragraph h below. Digital off-site signs must be at least 500 feet from a residential district boundary.
- g. When multiple advertisements are shown on a single digital sign face, each advertisement must remain on the sign face for at least 6 seconds.
- h. Static off-site signs may be externally illuminated via sign mounted lighting if located more than 250 feet from a residential district boundary.
- i. Off-site signs with multiple sign faces may utilize a combination of static and digital sign faces; however, each sign face must be one or the other.
- j. Off-site signs shall not be audible in any manner.
- k. Off-site signs shall be freestanding.
- l. As a part of regional commercial developments over 40 acres within Planned Area Developments, the City Council may approve off-site signs that deviate from these development standards for parcels with a property boundary line located within three

hundred (300) feet from Arizona Department of Transportation freeway right of way or from the approved alignment of an existing or proposed freeway with the approval of a comprehensive sign plan demonstrating cohesive theming and connection to the site, except that no off-site signage shall be allowed if any residential use is located between the proposed sign location and the existing or proposed freeway.

Exhibit C

Dispute Resolution/Remedies

1. **APPOINTMENT OF REPRESENTATIVES.** To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and AG each shall designate and appoint a representative to act as a liaison between the City and its various departments and AG. The City or AG may change their respective representative at any time, but each Party agrees to have a current active representative appointed for discussion and review as further detailed in this Agreement. The initial representative for the City (the “**City Representative**”) shall be the City Manager or his designee, and the initial representative for the AG (the “**AG Representative**”) shall be _____. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Property pursuant to this Agreement.
2. **IMPASSE.** For purposes of this Section only, “**Impasse**” shall mean either a failure of a City department director to make a decision or AG’s disagreement with a decision of a City department director. The Parties agree that if AG believes that an Impasse has been reached with the City on any issue affecting the Property, AG shall have the right to appeal to the City Manager for a decision pursuant to this Section. This appeal shall be made in writing and delivered to the City Manager’s attention. To facilitate the resolution of such an Impasse, the City Manager shall schedule a meeting with AG and the City Manager within fifteen days (15) of the delivery of written notice of the Impasse, to discuss resolution of the Impasse. The meeting shall be held no later than ten (10) business days following such fifteen (15) day period, or as otherwise agreed upon by AG and the City. At that meeting, the Parties will mutually agree on a method and time frame for resolution of the Impasse. Both Parties agree to continue to use reasonable good faith efforts to resolve any such Impasse pending any such appeal to the City Manager.
3. **DEFAULT.** Failure or unreasonable delay by either the City or AG to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other Party (“**Cure Period**”), shall constitute a default under this Agreement; provided, however, that if the failure or delay is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then such Party shall have such additional time as may be necessary to perform or comply so long as such Party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible.
4. **DISPUTE RESOLUTION PROCESS.** The Parties agree to the following remedies and dispute resolution process below:
 - (a) In the event a default is not cured within the Cure Period, the non-defaulting Party may institute the dispute resolution process (“**Process**”) set forth herein by providing written notice initiating the process (“**Initiation Notice**”) to the defaulting Party.

(b) Within seven (7) days following delivery of the Initiation Notice, each Party, by written notice to the other, shall appoint one (1) person to serve on an arbitration panel (“**Panel**”). Within fourteen (14) days following delivery of the Initiation Notice, the two (2) persons selected to be on the Panel by the Parties shall select one (1) additional person to serve on the Panel. The third person selected to be on the Panel shall act as Chairman.

(c) Within sixty (60) days following delivery of the Initiation Notice, the Panel shall conduct an arbitration hearing pursuant to the Uniform Arbitration Act (A.R.S. §12-1501 *et seq.*, except that the terms of this Agreement and this Section shall control over conflicting rules.

(d) The Chairman shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, the Parties’ objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of privileged materials or information. The Chairman, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary or sensitive materials or information from public disclosure or other misuse. Any Party may make application to the Navajo County Superior Court to have a protective order entered as may be appropriate to confirm such orders of the Chairman.

(e) In order to effectuate the Parties’ goals, the hearing, once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances. Except as otherwise provided herein, the Process shall be governed by the Uniform Arbitration Act as enacted in Arizona at A.R.S. §12-1501 *et seq.*

(f) The Panel shall, within seven (7) days from the conclusion of any hearing, issue its written decision. The decision shall be rendered in accordance with the Agreement and the laws of the State of Arizona.

(g) Either Party may appeal the decision of the Panel to the Navajo County Superior Court (“**Court**”) on the grounds that the decision was arbitrary and capricious or unsupported by the weight of the evidence presented at the evidentiary hearing, if such appeal is made within thirty (30) days after the Panel issues its decision. The decision of the Panel shall be binding on both Parties until the Court renders a binding decision. If the non-prevailing Party in the Process fails to appeal to the Court within the timeframe set forth herein, the decision of the Panel shall be final and binding. If the non-prevailing Party in any arbitration proceeding resulting in an order against such Party for specific performance or injunctive relief fails to perform in accordance with the Panel’s order, the other Party may petition the court to order such performance.

(h) The Process set forth in this Section 4 shall not apply to an action by the City to condemn or acquire by inverse condemnation all or any portion of the Property.

5. **REMEDIES.** The Parties agree that there shall be no damage remedy for breach of any provisions of this Agreement and that the sole remedy for any breach shall be specific performance and/or declaratory judgment. The Parties agree to meet and attempt to resolve any dispute in good faith prior to initiating any legal process, to participate in accelerated arbitration pursuant to this

Agreement, and to make good faith efforts to expeditiously resolve any dispute during such process, in order to promptly and expeditiously to resolve any disputes. Further, in the event of an appeal from such arbitration process, the Parties agree to utilize all good faith efforts to ensure expeditious resolution of any litigation, including participation in expeditious provisional remedies if available.

EXHIBIT D: MODEL SELF-CERTIFICATION FORMS

Owner Certification Statement

PERMIT #: _____
For Office Use Only

Project Name: _____

Project Address: _____

I, being duly authorized to do so on behalf of Atlas Global Development Group, LLC (“Atlas”), have authorized all professionals named on the attached plans and application by the applicant to self-certify the attached plans. I agree to take the necessary measures to correct any misrepresentation or falsification of facts made knowingly or negligently by my agents, contractors, employees, or me. Atlas agrees to take any remedial measures required by the Building Official and/or the Engineering Directors or their respective designees to bring the completed construction into conformity with all applicable provisions of the City’s building codes, ordinances, and Engineering Design Standards and Policies and all other local, state and federal laws and regulations.

BY: Atlas Global Development Group, LLC, an Arizona limited liability company

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Address: _____

City: _____

State: _____ **Zip:** _____

Phone: _____

Email: _____

Professional of Record

PERMIT #: _____

For Office Use Only

Professional of Record:

Licensing, registering, certifying or accrediting Organization: _____

License, Registration, Certification or Accreditation Number: _____

Project Name: _____ **Project Address:** _____

Initial one of the boxes below as applicable:

☐

I prepared, stamped and sealed the plans that I am self-certifying. I am licensed, registered or certified by the Arizona State Board of Technical Registration to provide the professional services I am self-certifying; I have been licensed for at least three (3) years; I have been approved as a self-certified professional for the type of plans being self-certified by either the City of Phoenix or by another jurisdiction in Arizona that has a self-certification program.

☐

I reviewed the plans that I am self-certifying, which were prepared, stamped and sealed by another Professional Registrant. I am licensed, registered or certified by the Arizona State Board of Technical Registration to provide the professional services I am self-certifying. I have been licensed for at least three (3) years and have been approved by the City of Phoenix or by another jurisdiction in Arizona that has a self-certification program as a self-certified professional for the type of plans being self-certified.

☐

I personally prepared or reviewed the plans that I am self-certifying. The City of Phoenix and/or other jurisdictions in Arizona that I work with do not offer certifications through standard self-certification program procedures, for professionals who prepare or review the type of plans I am self-certifying. I have submitted to the City an Application for Alternative Professional Registrant that establishes my license, registration, certification and/or accreditation by registration, certification by a nationally recognized organization in the field for the type of plans I am self-certifying. I affirm that I am currently, and have been, for a minimum of three continuous years before the date of this Professional of Record Statement, licensed, registered, certified, and/or accredited by a nationally recognized organization in the field for the

type of plans I am self-certifying and am competent to certify these plans.

I hereby certify the following:

- Each page of the plans that I have signed and sealed as self-certified were personally prepared or reviewed by me, and submitted herewith they are complete and in accordance with all applicable provisions of the City of Winslow's building codes, ordinances, and Engineering Design Standards and Policies and other applicable local, state and federal laws and/or regulations except as may be modified by a variance approved in writing by the Building Official for variances of building codes and by the City of Winslow City Engineer for variances of engineering standards.
- I have exercised a professional standard of care in the preparation, completion or review and submittal of these documents and I am aware that the Building Official and/or City Engineer for the City of Winslow will rely upon the truth and accuracy of this statement as the basis for issuance of the Self-Certified Permit being requested. If it is determined by the City of Winslow that the submitted plans do not conform to such laws, I agree to immediately take all remedial measures within my control, to meet city, federal and state requirements.
- If I become aware of any false or inaccurate statements made in any documentation provided to the city of Winslow, whether such misrepresentations are made by agents, my employee or by me. I will immediately take all necessary measures to correct such statements.

Signature: _____ **Date:** _____

Printed Name:

**Company
Name:**

Address:

City, State, Zip: _____

Structural Peer Review Certificate

PERMIT #: _____

For Office Use Only

This form must be completed and signed by a structural peer reviewer for any Self Certification project that involves structural work.

Project Name: _____

Project Location:

Lot #: _____ **Tract #:** _____ **Bldg #:** _____ **Floor:** _____
Suite/Space: _____

Scope of Work: _____

STRUCTURAL ENGINEER OF RECORD INFORMATION

Name: _____ **Company Name:** _____

Address: _____ **City/State/Zip:** _____
Phone: _____ **AZ License #:** _____

Email: _____

STRUCTURAL PEER REVIEWER INFORMATION

Name: _____ **Company Name:** _____

Address: _____ **City/State/Zip:** _____

Phone: _____ **AZ License #:** _____

Email: _____

I hereby certify the following information:

- I have reviewed the structural portion of the plans being submitted for the project listed above and agree, that as of this date, they are complete and in accordance with all applicable provisions of the City of Winslow's building codes, ordinances, and other applicable local, state and federal laws and/or regulations except as may be modified by a variance approved in writing by the Building Official for

variances of building codes and by the City of Winslow City Engineer for variances of engineering standards.

- I am registered or certified by the Arizona State Board of Technical Registration to provide the professional services I am certifying; I have been licensed for at least three (3) years; I have been approved as a self-certified professional for the type of plans being certified by either the City of Phoenix or by another jurisdiction that has a self-certification program.
- I have exercised a professional standard of care in reviewing these plans and am aware that the Building Official for the City of Winslow will rely upon the truth and accuracy of this statement as the basis for issuance of a Self-Certification Building Permit.

Structural Peer Review Signature: _____ **Date:** _____

Staff Initials: _____

Electric Peer Review Certificate

PERMIT #:

For Office Use Only

This form must be completed and signed by an electrical peer reviewer for any Self Certification project that involves the installation or modifications of an electrical system that exceeds 400 amperes or the available fault current exceeds 22,000 amperes structural work.

Project Name:

Project Location:

Lot #: _____ **Tract #:** _____ **Bldg #:** _____ **Floor:** _____
Suite/Space: _____

Scope of Work:

ELECTRICAL ENGINEER OF RECORD INFORMATION

Name: _____ **Company Name:** _____
Address: _____ **City/State/Zip:** _____
Phone: _____ **AZ License #:** _____
Email: _____

ELECTRICAL PEER REVIEWER INFORMATION

Name: _____ **Company Name:** _____
Address: _____ **City/State/Zip:** _____
Phone: _____ **AZ License #:** _____
Email: _____

I hereby certify the following information:

- I have reviewed the electrical portion of the plans being submitted for the project listed above and agree, that as of this date, they are complete and in accordance with all applicable provisions of the City of Winslow's building codes, ordinances, and other applicable local, state and federal laws and/or regulations except as may be modified by a variance approved in writing by the Building Official for variances of building codes and by the City of Winslow City Engineer for variances of engineering standards .
- I am registered or certified by the Arizona State Board of Technical Registration to provide the professional services I am certifying; I have been licensed for at least three (3) years; I have been approved as a self-certified professional for the type of plans being certified by either the City of Phoenix or by another jurisdiction that has a self-certification program.
- I have exercised a professional standard of care in reviewing these plans and am aware that the Building Official for the City of Winslow will rely upon the truth and accuracy of this statement as the basis for issuance of a Self-Certification Building Permit.

Electrical Peer Reviewer Signature: _____ **Date:** _____

Staff Initials: _____

:

Engineering Inspection Items

PERMIT #:

For Office Use Only

Project Name: _____

Project Address: _____

Inspectors are required to provide the City with copies of all required test results, reports, certifications and inspection notes to demonstrate that the work permitted under a Self-Certification Engineering Permit is in conformity with the Self-Certified Plans and all applicable provisions of the Engineering Design Standards and Policies Manual and other applicable codes and ordinances, including but not limited to those items set forth below.

SWPPP

- All Storm Water Pollution Protection Plans shall be complied with throughout the duration of the permitted work and corrected if needed within 24 hours of an event.
- Following the completion of the work, the City shall be provided with a copy of the NOT (Notice of Termination) issued by ADEQ.

Grading Inspections, Reports, Certifications & Other Documents as Applicable

- Site grading – Engineer of Record or Registered Land Surveyor shall provide certification via letter that the site has been graded to elevations within 0.3 feet of the self-certified grading plan elevations
- Pad elevation Engineer of Record or Registered Land Surveyor shall provide certification via letter that the pads have been graded to be at or +0.1 foot above the pad elevations as shown on the self-certified grading plans Drainage control outfall elevations Engineer of Record or Registered Land Surveyor shall provide certification via letter that the ultimate outfall elevation(s) for the site match the self-certified plans

Material Field & Lab Testing Reports

- As required in the Engineering Design Standards and Policies Manual.

Drywell Inspections, Reports, Certifications and other Documents as Applicable

- Percolation test

Water/Fire Line Inspections, Reports, Certifications and other Documents as Applicable

- Backflow preventer certifications
- Navajo County Environmental Services Division issued Approval of Construction (AOC) for Water construction

Sewer Testing Inspections, Reports, Certifications and other Documents as Applicable

- Hydrovac certification to be provided immediately prior to tie-in to the City system to verify that it is clean and free of debris
- Navajo County Environmental Services Division issued Approval of Construction (AOC) for Sewer construction

Note: Before any sewer plug can be removed all required inspections and testing shall have been completed and the inspector shall provide a letter on letterhead stating that the permitted work has been completed and all punch list items have been corrected.

Landscape

- Backflow preventer certifications

Third Party Agency Approvals

- Final approvals of all work completed pursuant to a permit issued by a third-party agency that permitted any work on the Property, such as _____, _____, Navajo County Environmental Services District, and _____.

As-Builts

- An approved set of plans sealed by an Engineer and Self-Certified by a Professional Registrant shall be submitted with the final report. As-Builts shall be formatted into a multipage PDF, 36"x24" at 600dpi minimum and placed on a CD.

Property Owner Acceptance Letter(s) authorizing the close out of the permitted work and the submission of the final report shall be included in the final report.

Certificate of Occupancy (C of O) Process

- The City Engineering division will not sign off on the full (C of O) Certificate of Occupancy until all required documentation, including the documentation referred to above, needed to demonstrate that the work performed under any Self-Certification Engineering Permit issued is in conformity with the Self-Certified Plans and all applicable provisions of the City's building codes, ordinances, and Engineering Design Standards and Policies and all other local, state and federal laws and regulations.

Inspection and Testing Agreement

Project Name:

Project Address:

Permit Number:

Acknowledgements

I have read and agree to comply with the attached terms and conditions of this agreement.

Owner: **Atlas Global Development Group, LLC, an Arizona limited liability company**

_____	_____
Printed Name and Title	Signature

Contractor:

_____	_____
Printed Name and Title	Signature

Designated Inspector:

_____	_____
Printed Name and Title	Signature

Engineer of Record:

_____	_____
Printed Name and Title	Signature

Contact Information for Notices

Atlas:	_____	_____
	Printed Name	Email address

City	_____	_____
Engineer:	Printed Name	Email Address

Engineer of Record: _____
Printed Name Email address

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, binding on the parties. Further this Agreement may be executed and delivered by electronic transmission. A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement provided however, Owner shall deliver an original to the City for recordation in the Official Records of Navajo County.

Inspection Requirements: Each 3rd party engineering inspector retained to inspect any part of the work under a Self-Certification Permit shall adhere to the following and during the course of the construction provide all items as required on the city of Winslow Inspector checklist.

INSPECTOR RESPONSIBILITIES

1. Observe Work

The inspector shall observe the work for conformance with the Self-Certified Plans and all applicable provisions of the City's building codes, ordinances, and Engineering Design Standards and Policies and all other applicable local, state and federal laws and regulations and shall prepare or compile test results, reports, and certifications required by the Engineering Design Standards and Policies Manual and all other applicable local, state and federal laws and regulations. "Self-Certified Plans" are the construction plans submitted with an application for a Self-Certification Permit and construction plans submitted after a Self-Certification Permit has been issued that are needed to reflect changes needed to conform to applicable provisions of the City's building codes, ordinances, Engineering Design Standards and Policies Manual or other local, state and federal laws and regulations or to reflect field changes which comply with the following: each plan sheet submitted shall be prepared by a Professional Registrant, shall be stamped and sealed by the Professional Registrant who prepared the plan sheet and shall contain the following statement signed and sealed by the Professional Registrant:

SELF-CERTIFIED BY: _____
Name of Self-Certifying Professional

Registrant Date

2. Frequency of Inspections.

Unless Periodic Inspections are approved as provided herein, inspections of the work permitted under a self-certified permit are to be performed on a continuous basis, meaning that the inspector is to be on site at all times observing the work during construction. If periodic inspections are desired, a written request signed by Atlas, the Engineering of Record, and the Inspector along with a written plan for the proposed periodic inspections shall be submitted to the City Engineer for review. Periodic inspections shall not be allowed unless the City Engineer or his/her designee has approved, in a writing signed by the City Engineer or his/her designee, the written plan for periodic inspections.

3. Report Nonconforming Items

The inspector shall bring nonconforming items to the immediate attention of the contractor and note all such items in a daily report. If any nonconforming item is not resolved in a timely manner or is about to be incorporated in the work, the inspector shall immediately notify, by telephone or in person, the City Engineer, Engineer of Record and Atlas' designated representative of the nonconforming item. In addition, the inspector shall post a notice identifying the work that is not in conformance with the self-certified design drawings and specifications, any applicable provision of the City's building codes, ordinances, Engineering Design Standards and Policies or any other local, state and federal laws or regulations ("**Discrepancy Notice**") and shall e-mail a copy of the Discrepancy Notice to Atlas, the Engineer of Record, the Contractor and the City Engineer to the e-mail addresses set forth in this Agreement.

4. Furnish Daily Reports

All inspectors shall provide the contractor daily inspection reports, which are to remain at the jobsite with the contractor and shall be available for review by Atlas' representative and the Engineer of Record if requested.

5. Furnish Weekly Reports

The inspector shall furnish weekly reports of tests and inspections directly to the Engineer of Record, the General Contractor, and others as designated. The weekly reports must include the following:

- Description of daily inspections and tests made with applicable locations;
- Copies of all reports, testing results, certifications and other required documents prepared or received during the week.

- Listing of all nonconforming items and report on how nonconforming items were resolved or unresolved as applicable;
- Itemized changes to the self-certified plans that had been submitted with the application for a Self-Certification Permit authorized by the Engineer of Record and the Qualified Professional Registrant who self-certified the changes.

Proposed changes to the approved plans must be submitted to the Engineer of Record and revised Self-Certified Plans that meet the requirements set forth in item 1 above must be received before the work can be performed.

6. Furnish Final Report

The inspector shall provide a final report to the City Engineer prior to final approval of the work. The Final Report shall include all daily inspection reports and all weekly reports, which shall include all test results, reports, and certifications required by the Engineering Design Standards and Policies Manual and all other applicable local, state and federal laws and regulations, including, but not limited to, those set forth in Engineering Inspection Items attached hereto.

CONTRACTOR RESPONSIBILITIES

1. Notify the Inspector

The contractor is responsible for notifying the inspector or third-party agency that needs to conduct an inspection or to perform any testing of any work that is to be completed regarding the need for such inspection or testing to ensure the inspection and testing occurs. Adequate notice shall be provided so that the inspector or third-party agency is available for all inspections and testing.

2. Provide Access to Approved Plans

The contractor is responsible for providing the inspector access to all Self-Certified Plans at the jobsite.

3. Retain Inspection Records

The contractor is responsible for retaining all inspection and testing records submitted by the inspector at the jobsite, making such inspection and testing records available to Atlas' representative and to the Engineer of Record upon request.

EXHIBIT E

Hub-Option Property

(Attached)

LEGAL DESCRIPTION

That part of Section 27 & 34, Township 19 North, Range 16 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows:

COMMENCING at the Northeast corner of said Section 27;
THENCE South 00°12'11" East, on the East line of said Section 27, a distance 550.00 feet to the South line of that certain parcel described in Docket 1012, page 71, records of Navajo County, point being the **TRUE POINT OF BEGINNING**;
THENCE continuing South 00°12'11" East on said East line, a distance of 4774.29 feet to the Southeast corner of said Section 27;
THENCE South 00°33'47" East, on the East line of said Section 34, a distance of 941.87 feet to the Northerly line of Interstate 40;
THENCE South 89°14'48" West, on said Northerly line, a distance of 22.33 feet to the beginning of a tangent curve concave to the North, having a radius of 7469.44, and a central angle of 010°26";
THENCE Westerly on the arc of said curve and said Northerly line, a distance of 22.67 feet;
THENCE North 00°33'47" West, a distance of 405.29 feet;
THENCE North 85°48'45" West, a distance of 2165.92 feet to the East line of that parcel described in instrument No. 1999-791, records of Navajo County, Arizona;
THENCE North 01°48'58" West, on said East line and Extension thereof, a distance of 1096.43 feet;
THENCE North 88°04'43" West, a distance of 1240.43 feet;
THENCE South 29°09'17" West, a distance of 505.51 feet to aforementioned Northerly line of Interstate 40;
THENCE North 34°49'16" West, on said Northerly line, a distance of 150.23 feet;
THENCE North 29°09'17" East, a distance of 370.12 feet;
THENCE North 88°04'43" West, a distance of 44.99 feet to the East line of State Highway 87;
THENCE North 29°09'17" East, on the Easterly line of State Highway 87, a distance of 1826.51 feet to the beginning of a tangent curve, concave to the Southeast, having a radius of 17,188.74 feet and a central angle of 12°05'37";
THENCE Northeasterly on the arc of said curve, 3628.05 feet to the North line of said Section 27;
THENCE North 89°34'50" East on said North line, a distance of 124.87 feet to the West line of aforesaid parcel described in Docket 1012, page 71, records of Navajo County, Arizona;
THENCE South 00°12'11" East, on said West line a distance of 550.00 feet to the Southwest corner thereof;
THENCE North 89°34'50" East on the South line of last said Parcel, a distance of 550.00 feet to the **POINT OF BEGINNING**.

EXCEPT oil, coal, gas and gaseous substances (whether hydrocarbon or otherwise and including without limitation geo-thermal steam) and all minerals as reserved in Deed recorded in Docket 575, page 138, records of Navajo County, Arizona.

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COMMERCIAL REAL ESTATE PURCHASE CONTRACTDocument updated:
February 2019

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

- 1a. 1. **BUYER:** ATLAS GLOBAL DEVELOPMENT
BUYER'S NAME(S)
- 1b. 2. **SELLER:** LARRY BRIMHALL ENTERPRISES LLC & PEARL LAKE INVESTMENTS LLC or ☐ as identified in Section 10c.
SELLER'S NAME(S)
3. **Property Description and Offer:** Buyer agrees to purchase and Seller agrees to sell the following real property:
4. **Property Address:** Two parcels at the NEC of I-40 & Highway 87 86047
5. **City:** (east of) Winslow **County:** Navajo **AZ, Zip Code:** 86047
6. **Assessor's Parcel #(s):** Parcel 1 – 103-22-036 (287.53 ac) and Parcel 2 – 103-40-001F (23.62 ac) for a total of 311.15 Acres
7. **Legal Description:** ☐ See attached ☒ To be provided by Escrow Company ☐ As follows: _____
8. _____
9. _____
10. which includes at no additional cost to Buyer, all fixtures and improvements thereon, as well as the following items, if any, owned
11. by Seller and presently located on or in the real property: electrical distribution systems (power panels, ducting, conduits,
12. disconnects), lighting fixtures, computer wiring, telephone distribution systems (lines, jacks, and connections), heating, ventilation,
13. and air conditioning equipment, evaporative coolers, air lines, flooring, window coverings, wall coverings, security and fire
14. detection systems/alarms, and _____
15. _____
16. _____
17. _____
18. (collectively the "Property"). All fixtures and improvements shall be free of liens and encumbrances unless otherwise specified.
- 1c. 19. **Leased items shall NOT be included in this sale.** Seller shall deliver notice of all leased items within ten (10) or _____ days
20. after Contract acceptance. Buyer shall provide notice of any leased items disapproved within the Due Diligence Period or five (5)
21. days after receipt of the notice, whichever is later.
- 1d. 22. **Personal Property Included:** _____
23. _____
24. _____
25. **Personal property shall be transferred in AS-IS CONDITION, FREE AND CLEAR OF ANY LIENS AND ENCUMBRANCES**
26. **and SELLER MAKES NO WARRANTY** of any kind, express or implied, (including, without limitation, ANY WARRANTY OF
27. **MERCHANTABILITY).**
28. \$2,178,050 Full Purchase Price, paid as outlined below.
29. \$10,000 Earnest Money within three (3) business days of the fully executed Purchase Contract
30. \$ _____ Additional Earnest Money _____
31. \$2,168,050 Due at Close of Escrow _____
32. _____
33. _____
34. _____

 SELLER SELLER		<Initials	Commercial Real Estate Purchase Contract • Updated: February 2019 Copyright © 2019 Arizona Association of REALTORS®. All rights reserved. Produced with zipForms by zipForms, Inc. 18000 E. Highway 100, Suite 100, Scottsdale, Arizona 85258 www.zipForms.com	Initials>	 BUYER BUYER
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Commercial Real Estate Purchase Contract>>1e. 35. Earnest Money is in the form of: ☐ Check ☒ Wire Transfer ☐ Other: Wire Transfer

36. Upon Contract acceptance, but in no event later than three (3) days after Contract acceptance, Earnest Money, if

37. any, will be deposited with: ☒ Escrow Company ☐ Other: Escrow Company

38. Buyer acknowledges that failure to timely deposit Earnest Money, if not cured after a cure notice is delivered pursuant to Section

39. 8a, shall be construed as a material breach enabling Seller to cancel this Contract.

40. Buyer agrees that, if Buyer breaches this Contract, Earnest Money is subject to forfeiture.

1f. 41. Terms of Acceptance: This offer will become a binding Contract when acceptance is signed by Seller and a signed copy

42. delivered in person, by mail, facsimile, or electronically, and received by Broker named in Section 9p

43. by: September 2, 2022 at 5 PM ☐ a.m. / ☒ p.m., Mountain Standard Time.

44. Buyer may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this

45. date and time, this offer shall be deemed withdrawn and Buyer's Earnest Money, if any, shall be returned.

1g. 46. Addenda Incorporated: ☐ Additional Clause ☐ Domestic Water Well ☐ Lead-Based Paint Disclosure47. ☐ Loan Assumption ☐ On-Site Wastewater Treatment Facility ☐ Schedule of Personal Property ☐ Seller Financing48. ☐ Solar Assumption ☐ Other: _____1h. 49. Escrow: This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the terms
50. of this Contract shall be:51. Pioneer Title Agency
ESCROW COMPANYLorraine Gonzales
CONTACT PERSON52. 300 W. Third St.
ADDRESSWinslow
CITYAZ
STATE86047
ZIP CODE53. lorraine.gonzales@ptaaz.com
EMAIL928.289.2028
PHONE866.862.2307
FAX54. Seller and Buyer instruct Escrow Company to immediately deliver to Seller, Buyer and Broker(s) a critical dates letter and a copy of
55. the Earnest Money receipt.

1i. 56. Close of Escrow: Seller and Buyer shall comply with all terms and conditions of this Contract and Close Escrow

57. on: 30 days after the end of the Due Diligence Period ("COE Date"). If Escrow Company or recorder's office

58. is closed on the COE Date, COE shall occur on the next day that both are open for business. Any other closing date requires the

59. written mutual agreement of Seller and Buyer.

60. Seller and Buyer hereby agree that the COE shall be defined as recordation of the deed and any other documents required to

61. complete the transaction. The parties expressly agree that the failure of any party to comply with the terms and conditions of this

62. Section to allow COE to occur on the COE Date, if not cured after a cure notice is delivered pursuant to Section 8a, will constitute

63. a material breach of this Contract, rendering the Contract subject to cancellation.

1j. 64. Possession and Keys: Possession and occupancy of the Property shall be delivered to Buyer at COE,

65. or ☐ _____, subject to the rights of tenants under existing leases. Seller shall provide keys and/or

66. means to operate all locks, mailboxes, security system/alarms, access to all common area facilities, and:

67. _____

68. _____

69. _____

70. _____

71. _____

72. _____

73. _____

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

Commercial Real Estate Purchase Contract • Updated: February 2019
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Page 2 of 12

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BUYER	BUYER
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Harris



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Commercial Real Estate Purchase Contract>>**2. DISCLOSURE**

- 2a. 74. **Commercial Seller's Property Disclosure Statement ("SPDS"):** Seller shall deliver a completed Arizona REALTORS® 75. Commercial SPDS form to Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any SPDS items 76. disapproved within the Due Diligence Period or five (5) days after receipt of the SPDS, whichever is later.
- 2b. 77. **Additional Seller Disclosures and Information:** Seller shall provide to Buyer the following disclosures and information pertinent 78. to the Property in writing within ten (10) days or _____ days after Contract acceptance:
- 79. • documents referencing any known pending special assessments, association fees, claims, or litigation;
 - 80. • copies of covenants, conditions, restrictions, articles of incorporation, by-laws, other governing documents, and any other
 - 81. documents required by law;
 - 82. • financial statements, copies of current rent rolls, lists of current deposits, personal property lists, copies of leases (e.g.,
 - 83. billboard, cell tower, laundry, trade fixtures), rental agreements, and service contracts;
 - 84. • a copy of the most recent survey, if available;
 - 85. • any and all notices regarding Seller or Tenant bankruptcy, probate, or insolvency proceedings;
 - 86. • any and all notices of violation(s) of City, County, State or Federal building, zoning, fire, health laws, codes, statutes,
 - 87. ordinances, regulations, or rules filed or issued regarding the Property; and
 - 88. • any and all other agreements, documents, studies, or reports relating to the Property in Seller's possession or control
 - 89. provided, however, that Seller shall not be required to deliver any report or study if the written contract that Seller entered
 - 90. into with the consultant who prepared such report or study specifically forbids the dissemination of the report to others.
91. Buyer shall provide written notice to Seller of any additional Seller disclosures and information disapproved prior to the expiration 92. of the Due Diligence Period or five (5) days after receipt, whichever is later.
93. Seller ☐ shall ☒ not deliver estoppel certificates executed by all tenants to Buyer prior to expiration of the Due Diligence 94. Period. ☐ ☒ Seller shall provide notice of any items disapproved within the Due Diligence Period or five (5) days after receipt of the 95. estoppel certificates, whichever is later.
- 2c. 96. **Affidavit of Disclosure:** If the Property is located in an unincorporated area of the county, and five (5) or fewer parcels of property 97. other than subdivided property are being transferred, Seller shall deliver a completed Affidavit of Disclosure in the form required 98. by law to Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any Affidavit of Disclosure items 99. disapproved within the Due Diligence Period or five (5) days after receipt of the Affidavit of Disclosure, whichever is later.
- 2d. 100. **Changes During Escrow:** Seller shall immediately notify Buyer: (i) of any changes to the Property or disclosures made herein, 101. in the SPDS, or otherwise; (ii) if Seller modifies any existing lease or other agreement affecting the Property; or (iii) if Seller enters 102. into any new leases, rental agreements, service contracts, or other agreements affecting the Property. Such notice shall be 103. considered an update of the SPDS. Unless Seller is already obligated by this Contract or any amendments hereto, to correct or 104. repair the changed item disclosed, Buyer shall be allowed five (5) days after delivery of such notice to provide notice of disapproval 105. to Seller.
106. IF PROPERTY IS NOT USED FOR RESIDENTIAL PURPOSES: Section 3 does not apply—go to Section 4.

3. DISCLOSURES FOR PROPERTY USED FOR RESIDENTIAL PURPOSES

- 3a. 107. **Swimming Pool Barrier Regulations:** During the Due Diligence Period, Buyer agrees to investigate all applicable state, county, 108. and municipal Swimming Pool barrier regulations and agrees to comply with and pay all costs of compliance with said regulations 109. prior to occupying the Property, unless otherwise agreed in writing. If the Property contains a Swimming Pool, Buyer acknowledges 110. receipt of the Arizona Department of Health Services approved private pool safety notice.

111.

(BUYER'S INITIALS REQUIRED)

 BUYER BUYER

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- 3b. 112. **Lead-Based Paint Disclosure (Initials Required):** If the Property was built prior to 1978, Seller shall: (i) notify Buyer of any
 113. known lead-based paint or lead-based paint hazards in or on the Property; (ii) provide Buyer with any lead-based paint risk
 114. assessments or inspections of the Property in Seller's possession; (iii) provide Buyer with the Disclosure of Information on Lead-
 115. based Paint and Lead-Based Paint Hazards, and any reports, records, pamphlets, and/or other materials referenced therein,
 116. including the pamphlet "Protect Your Family from Lead in Your Home" (collectively "Lead-Based Paint Information").
 117. ☐ Lead-Based Paint Information was provided prior to Contract acceptance and Buyer acknowledges the opportunity to conduct
 118. lead based paint risk assessments or inspections during the Due Diligence Period.
 119. ☐ Seller shall provide the Lead-Based Paint Information to Buyer within five (5) days after Contract acceptance. Buyer may within
 120. ten (10) days or _____ days after receipt of the Lead-Based Paint Information conduct or obtain a risk assessment or inspection
 121. of the Property for the presence of lead-based paint or lead based-paint hazards ("Assessment Period"). Buyer may within five
 122. (5) days after receipt of the Lead-Based Paint Information or five (5) days after expiration of the Assessment Period cancel this
 123. Contract in Buyer's sole discretion by delivering written notice of cancellation to Seller pursuant to Section 8c.
 124. **Prior to 1978: If Property was constructed prior to 1978, (BUYER'S INITIALS REQUIRED)**
 125. **1978 or Later: If Property was constructed in 1978 or later, (BUYER'S INITIALS REQUIRED)**

4. DUE DILIGENCE, FEASIBILITY, AND INSPECTIONS

- 4a. 126. **Due Diligence:** Buyer's due diligence, feasibility, and inspection period shall be one hundred eighty (180) days after Contract
 127. acceptance ("Due Diligence Period"). During the Due Diligence Period, Buyer shall satisfy itself with respect to the physical
 128. condition of the Property, the value of the Property, the condition of title to the Property, and as to the feasibility and suitability of
 129. the Property for Buyer's intended purpose.
 4b. 130. **Buyer Disapproval:** If Buyer, in Buyer's sole discretion, disapproves of items as allowed herein, Buyer shall deliver to Seller a
 131. signed notice of the items disapproved and state in the notice that Buyer elects to either:
 132. (1) Immediately cancel this Contract, in which case:
 133. (a) If Buyer's notice specifies disapproval of items as allowed herein, the Earnest Money shall be released to Buyer.
 134. (b) If Buyer's notice fails to specify items disapproved as allowed herein, the cancellation will remain in effect but Buyer has
 135. failed to comply with a provision of this Contract and Seller may deliver to Buyer a cure notice as required by Section 8a.
 136. If Buyer fails to cure their non-compliance within three (3) days after delivery of such notice, Buyer shall be in breach and
 137. Seller shall be entitled to the Earnest Money. If, prior to expiration of the Cure Period, Buyer delivers notice specifying
 138. items disapproved as allowed herein, Buyer shall be entitled to a return of the Earnest Money.
 139. **OR**
 140. (2) Provide Seller an opportunity to correct the items disapproved, in which case:
 141. (a) Seller shall respond in writing within five (5) days or _____ days after delivery to Seller of Buyer's notice of items
 142. disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall conclusively be deemed
 143. Seller's refusal to correct any of the items disapproved.
 144. (b) If Seller agrees in writing to correct items disapproved, Seller shall correct the items, complete any repairs in
 145. a workmanlike manner and deliver any paid receipts evidencing the corrections and repairs to Buyer three (3)
 146. days or ☐ _____ days prior to COE Date.
 147. (c) If Seller is unwilling or unable to correct any of the items disapproved, Buyer may cancel this Contract within five (5) days
 148. after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs first, and the
 149. Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as provided,
 150. Buyer shall close escrow without correction of those items that Seller has not agreed in writing to correct.
 151. **VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS.** Only a written agreement signed by both parties will
 152. extend response times or cancellation rights.

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153. BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN
 154. THE SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE
 155. TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.

156. If Buyer cancels this Contract, Buyer shall return all documents provided by Seller and provide Seller with copies of all reports or
 157. studies generated by Buyer, provided, however, that Buyer shall not be required to deliver any such report or study if the written
 158. contract that Buyer entered into with the consultant who prepared such report or study specifically forbids the dissemination of the
 159. report or study to others.

4c. 160. Inspections: During the Due Diligence Period, Buyer shall have the right, at Buyer's expense, to select an inspector(s) and to
 161. make economic, environmental, and physical inspections (including tests, surveys, and other studies) of the Property, including
 162. but not limited to inspecting:

- | | |
|--|---|
| 163. • built-in appliances | • Multiple Listing Service (MLS) representations |
| 164. • compliance with Americans with Disabilities Act | • plumbing (such as galvanized or polybutylene pipes) |
| 165. • conditions conducive to mold | • pool/spa and related equipment |
| 166. • cost of compliance with swimming pool regulations | • roof |
| 167. • designated flood hazard areas | • sewer/septic |
| 168. • easements and access | • sign usage |
| 169. • electrical and mechanical systems | • soil |
| 170. • elevators | • solar |
| 171. • environmental hazards (such as asbestos, | • square footage |
| 172. formaldehyde, radon gas, lead-based paint, fuel or | • structural |
| 173. chemical storage tanks, hazardous waste, other | • use permits |
| 174. substances, materials or products, and/or location in | • variances |
| 175. a federal or state Superfund area) | • water damage |
| 176. • foundation | • water/utility or fire protection |
| 177. • geologic conditions | • water/utility use restrictions and fees for services such |
| 178. • heating and cooling | as garbage |
| 179. • leased items | • well |
| 180. • location of property lines | • wood infestation |
| 181. • mold | • zoning regulations |

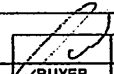
182. If the presence of sex offenders in the vicinity of the Property or the occurrence of a disease, natural death, suicide, homicide,
 183. or other crime on or in the vicinity of the Property is a material matter to Buyer, it must be investigated by Buyer during the Due
 184. Diligence Period.

4d. 185. Square Footage: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE (OR NET ACREAGE) OF THE
 186. REAL PROPERTY (LAND) OR IMPROVEMENTS THEREON IS APPROXIMATE. IF SQUARE FOOTAGE (OR NET ACREAGE) IS
 187. A MATERIAL MATTER TO BUYER, IT MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD.

4e. 188. Wood-Destroying Organism or Insect Inspection: IF CURRENT OR PAST WOOD-DESTROYING ORGANISMS OR INSECTS
 189. (SUCH AS TERMITES) ARE A MATERIAL MATTER TO BUYER, THESE ISSUES MUST BE INVESTIGATED DURING THE DUE
 190. DILIGENCE PERIOD. Buyer shall order and pay for all wood-destroying organism or insect inspections performed during the Due
 191. Diligence Period.

4f. 192. Flood Hazard: If the Property is situated in an area identified as having any special flood hazards by any governmental entity
 193. including, but not limited to, being designated as a special flood hazard area by the Federal Emergency Management Agency
 194. (FEMA), Buyer's lender may require the purchase of flood hazard insurance prior to COE or some future date. Special flood
 195. hazards may affect the ability to encumber or improve the Property now or at some future date. Flood hazard designation of the
 196. Property or cost of flood hazard insurance shall be determined by Buyer during the Due Diligence Period.

4g. 197. Insurance: Buyer shall ensure that any fire, casualty, or other insurance desired by Buyer, or required by any Lender, is in place at
 198. COE. Buyer specifically releases Broker(s) from any obligations relating to such insurance.

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4h. 199. **Recommendations:** If any Broker recommends a builder, contractor, inspector, vendor, or any other person or entity to Seller or 200. Buyer for any purpose, such recommendation shall be independently investigated and evaluated by Seller or Buyer, who hereby 201. acknowledge that any decision to enter into any contractual arrangements with any such person or entity recommended by any 202. Broker will be based solely upon such independent investigation and evaluation. Seller and Buyer understand that said contractual 203. arrangement may result in a commission or fee to Broker, which shall be disclosed in writing to Seller and Buyer as required by 204. law.

4i. 205. **Buyer's Responsibility Regarding Inspections:** Buyer shall keep the Property free and clear of liens, shall indemnify and hold 206. Seller harmless from all liability, claims, demands, damages, and costs and shall repair all damages arising from the inspections.

4j. 207. **Walkthrough(s):** Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct walkthrough(s) of the Property for 208. the purpose of satisfying Buyer that any corrections or repairs agreed to by Seller have been completed, and the Property is in 209. substantially the same condition as of the date of Contract acceptance. If Buyer does not conduct such walkthrough(s), Buyer 210. releases Seller and Broker(s) from liability for any defects that could have been discovered.

4k. 211. **Seller's Responsibility Regarding Inspections and Walkthrough(s):** Seller shall make the Property available for all inspections 212. and walkthrough(s) upon reasonable notice by Buyer. Seller shall, at Seller's expense, have all utilities on, including any propane, 213. until COE to enable Buyer to conduct these inspections and walkthrough(s).

4l. 214. **Sanitation and Waste Disposal Systems:** Buyer is aware and Seller warrants that the Property is on a:

215. ☐ sewer system ☐ conventional septic system ☐ alternative system

216. IF A SEWER CONNECTION IS A MATERIAL MATTER TO BUYER, IT MUST BE INVESTIGATED DURING THE DUE

217. DILIGENCE PERIOD. If the Property is served by a conventional septic or alternative system, the Arizona REALTORS® On-site

218. Wastewater Treatment Facility Addendum is incorporated herein by reference.

4m. 219. **Seller's Obligations Regarding Wells:** If any well is located on the Property, Seller shall deliver to Escrow Company, before 220. COE, a copy of the Arizona Department of Water Resources ("ADWR") "Registration of Existing Wells." Escrow Company is hereby 221. instructed to send to the ADWR a "Change of Well Information." Seller does not warrant the gallons per minute as reflected on the 222. ADWR certification of registration. Buyer may verify gallons per minute during the Due Diligence Period through a certified flow 223. test.

224. IF THIS IS AN ALL CASH SALE: (i) A Letter of Credit or a source of funds from a financial institution documenting the 225. availability of funds to close escrow is attached hereto; and (ii) Section 5 does not apply—go to Section 6.

5. FINANCING

5a. 226. This sale ☐ is ~~is~~ **contingent** upon Buyer obtaining a satisfactory financing commitment within the Financing 227. Commitment Contingency Period. If sale is not contingent on a financing commitment, Sections 5b and 5c do not apply—go to 228. Section 6.

229. If financing is to be other than new financing, see attached financing addendum. This addendum cannot be assigned to a new 230. buyer without Seller's prior written consent.

5b. 231. **Financing Commitment Contingency Period:** If the sale is contingent upon Buyer obtaining a satisfactory financing 232. commitment, Buyer shall have thirty (30) days or ☐ _____ days after Contract acceptance ("Financing Commitment Contingency 233. Period") to obtain a financing commitment satisfactory to Buyer, in Buyer's sole discretion, for a loan to purchase the Property 234. or Buyer may cancel this Contract pursuant to Section 8c and receive a refund of the Earnest Money. Prior to the expiration of 235. the financing commitment contingency period, Buyer shall deliver to Seller and Escrow Company written notice that 236. Buyer has not received such satisfactory financing commitment or Buyer shall be deemed to have waived the financing 237. commitment contingency and any right to cancel due to financing.

5c. 238. **Financing Application:** Within ten (10) days after Contract acceptance, Buyer shall submit a formal financing application to a 239. lender of Buyer's choice. Buyer and Seller shall promptly provide to lender all materials and documents lender deems appropriate 240. to facilitate such lender's processing of financing application. Buyer agrees to pay fees as required by the lender and all other 241. financing costs. Buyer authorizes the lender to provide financing status updates to Broker(s).

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Commercial Real Estate Purchase Contract>>**6. TITLE AND ESCROW**

- 6a. 242. **Title and Vesting:** Taking title may have significant legal, estate planning, and tax consequences. Buyer should obtain legal
243. and tax advice.
244. Buyer will take title as determined before COE or ☐ Other: _____
- 6b. 245. **Title Commitment and Title Insurance:** Buyer shall be provided at Seller's expense a Standard Owner's Title Insurance Policy
246. showing the title vested in Buyer as provided in Section 6a. Buyer may acquire extended coverage(s) at Buyer's own additional
247. expense. Escrow Company is hereby instructed to obtain and distribute to Buyer and Broker(s) a Commitment for Title Insurance
248. in sufficient detail for the issuance of an Extended Owner's Title Insurance Policy together with complete and legible copies of
249. all documents that will remain as exceptions to Buyer's policy of title insurance ("Title Commitment"), within fifteen (15) days
250. after Contract acceptance. Buyer shall have until the expiration of the Due Diligence Period to provide written notice to Seller
251. of any items disapproved. Buyer shall have five (5) days after receipt of any amendments to Title Commitment or notice of any
252. subsequent exceptions to provide Seller written notice of any amendment or exceptions disapproved. REFER TO SECTION 4b
253. FOR IMPORTANT TERMS.
254. Seller shall convey title by special warranty deed or ☐ _____ deed.
- 6c. 255. **Additional Instructions:** (i) If the Escrow Company is also acting as the title agency but is not the title insurer issuing the title
256. insurance policy, Buyer and Seller hereby instruct the Escrow Company to deliver to Buyer and Seller upon Contract acceptance
257. a closing protection letter from the title insurer indemnifying Buyer and Seller for any losses due to fraudulent acts or breach of
258. escrow instructions by the Escrow Company. (ii) All documents necessary to close this transaction shall be executed promptly by
259. Seller and Buyer in the standard form used by Escrow Company. Escrow Company is hereby instructed to modify such documents
260. to the extent necessary to be consistent with this Contract. (iii) All closing and escrow costs, unless otherwise stated herein, shall
261. be allocated equally between Seller and Buyer in accordance with applicable laws and regulations. (iv) Escrow Company is hereby
262. instructed to send to Broker(s) copies of all notices and communications directed to or from Seller or Buyer. Escrow Company shall
263. provide Broker(s) with access to escrowed materials and information regarding the escrow.
- 6d. 264. **Prorations, Expenses and Adjustments:**
265. **Taxes:** Real property taxes payable by Seller shall be prorated through COE, based upon the latest tax bill available. The parties
266. agree that any discrepancy between the latest tax bill available and the actual tax bill when received shall be handled as a Post
267. Closing Matter and Buyer or Seller may be responsible for additional tax payments to each other.
268. **Insurance:** If Buyer takes an assignment of the existing casualty and/or liability insurance that is maintained by Seller, the current
269. premium shall be prorated through COE.
270. **Rents, Interest, and Expenses:** Rents, interest on existing notes if transferred, utilities, and operating expenses shall be prorated
271. through COE. The Parties agree to adjust any rents received after COE as a Post Closing Matter.
272. **Deposits:** All deposits held by Seller pursuant to rent/lease agreement(s) shall be credited against the cash required of Buyer at
273. COE or ☐ paid to Buyer by Seller at COE.
- 6e. 274. **Post Closing Matters:** The parties shall promptly adjust any item to be prorated that is not determined or determinable at COE as
275. a Post Closing Matter by appropriate cash payment to the other party outside of the escrow when the amount due is determined.
276. Seller and Buyer agree that Escrow Company and Broker(s) are relieved of any responsibilities for said adjustments.
- 6f. 277. **Prorations of Assessments and Fees:** All assessments and fees that are not a lien as of COE shall be prorated
278. as of COE or ☐ Other: _____
279. _____
- 6g. 280. **Assessment Liens:** The amount of any assessment lien shall be prorated as of COE or ☐ Other: _____
281. _____
- 6h. 282. **IRS and FIRPTA Reporting:** The Foreign Investment in Real Property Tax Act ("FIRPTA") is applicable if Seller is a non-resident
283. alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate ("Foreign Person"). Seller agrees to comply
284. with IRS reporting requirements. If applicable, Seller agrees to complete, sign, and deliver to Escrow Company a certificate
285. indicating whether Seller is a Foreign Person pursuant to FIRPTA. Buyer acknowledges that if the Seller is a Foreign Person,
286. Buyer (or Escrow Company, as directed by Buyer) must withhold a tax of up to 15% of the purchase price, unless an exemption
287. applies.

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- 6i. 288. **RESPA:** The Real Estate Settlement Procedures Act (RESPA) requires that no Seller of property that will be purchased with the assistance of a federally-related mortgage financing shall require, directly or indirectly, as a condition of selling the Property, that title insurance covering the Property be purchased by Buyer from any particular title company.
- 6j. 291. **Tax Deferred Exchange:** Seller and Buyer are advised to consult a professional tax advisor regarding the advisability of a tax-deferred exchange pursuant to I.R.C. §1031 or otherwise. Seller and Buyer agree to cooperate in a tax deferred exchange provided that COE is not delayed. All additional costs in connection with any such tax deferred exchange shall be borne by the party requesting the exchange. The non-requesting party and Broker(s) shall be indemnified and held harmless from any liability that may arise from participation in the tax deferred exchange.

7. WARRANTIES

- 7a. 296. **Condition of Property: BUYER AND SELLER AGREE THE PROPERTY IS BEING SOLD IN ITS PRESENT PHYSICAL CONDITION AS OF THE DATE OF CONTRACT ACCEPTANCE.** Seller makes no warranty to Buyer, either express or implied, as to the condition, zoning, or fitness for any particular use or purpose of the Property. However, Seller shall maintain and repair the Property so that at the earlier of possession or COE: (i) the Property, including all personal property included in the sale, will be in substantially the same condition as on the date of Contract acceptance; and (ii) all personal property not included in the sale and debris will be removed from the Property. Buyer is advised to conduct independent inspections and investigations regarding the Property within the Due Diligence Period as specified in Section 4a. Buyer and Seller acknowledge and understand they may, but are not obligated to, engage in negotiations for repairs/improvements to the Property. Any/all agreed upon repairs/improvements will be addressed pursuant to Section 4b.
- 7b. 305. **Warranties that Survive Closing:** Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and any information concerning the Property known to Seller, excluding opinions of value, which materially and adversely affect the consideration to be paid by Buyer. Prior to COE, Seller warrants that payment in full will have been made for all labor, professional services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding COE in connection with the construction, alteration, or repair of any structure on or improvement to the Property. Seller warrants that the information regarding connection to a sewer system or on-site wastewater treatment facility (conventional septic or alternative) is correct to the best of Seller's knowledge.
- 7c. 312. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Property or COE, Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts the Property. Buyer warrants that Buyer is not relying on any verbal representations concerning the Property except disclosed as follows:
317. _____
318. _____
319. _____
320. _____
321. _____
322. _____
323. _____
324. _____
325. _____
326. _____
327. _____
328. _____
329. _____
330. _____

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Commercial Real Estate Purchase Contract>>**8. REMEDIES**

8a. 331. Cure Period: A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall become a breach of Contract. If Escrow Company or recorder's office is closed on the last day of the Cure Period, and COE must occur to cure a potential breach, COE shall occur on the next day that both are open for business. An unfulfilled contingency is not a breach of Contract.

8b. 337. Breach: The parties agree to the remedies for breach of Contract indicated below.

338. If Buyer is in breach: (check one)

339. ☐ All Rights and Remedies: Seller may cancel this Contract pursuant to Section 8c and/or proceed upon any claim or remedy that Seller may have in law or equity.

341. ☐ Liquidated Damages: The parties agree that it would be impracticable or extremely difficult to fix the actual damages that Seller would suffer if Buyer fails to perform Buyer's obligations pursuant to this Contract. Therefore, if Buyer breaches this Contract, Seller shall be entitled to the Earnest Money as Seller's sole remedy and Buyer shall be released from any further liability to Seller. In such event, this Contract shall be cancelled and Seller shall pay any Escrow Company cancellation fees.

345.

(INITIALS REQUIRED)

SELLER

SELLER

BUYER

BUYER

346. If Seller is in breach:

347. All Rights and Remedies: Buyer may cancel this Contract pursuant to Section 8c, shall be entitled to the return of the Earnest

348. Money and/or proceed upon any claim or remedy that Buyer may have in law or equity.

8c. 349. Cancellation: A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by delivering notice stating the reason for cancellation to the other party or to Escrow Company. Cancellation shall become effective immediately upon delivery of the cancellation notice.

8d. 352. Mediation: Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this Contract, any alleged breach of this Contract, or services provided in relation to this Contract, claims for Earnest Money or representations made by Buyer or Seller in connection with the sale, purchase, financing, condition, or other aspect of the Property to which this Contract pertains, including, without limitation, allegations of concealment, misrepresentation, negligence, and/or fraud before resorting to court action. Mediators cannot impose binding decisions. The parties must agree and sign an agreement before any settlement reached at the mediation is binding. Mediation shall take place in the State of Arizona. All mediation costs shall be paid equally by the parties to the Contract.

8e. 359. Exclusions from Mediation: The following matters are excluded from mediation hereunder: (i) any action brought in the Small Claims Division of an Arizona Justice Court (up to \$3,500), so long as the matter is not thereafter transferred or removed from the Small Claims Division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or agreement for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter that is within the jurisdiction of a probate or bankruptcy court. The filing of a judicial action to enable the recording of a notice of pending action, or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the obligation to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

8f. 366. Attorney Fees and Costs: The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to this Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees, expert witness fees, fees paid to investigators, and arbitration costs.

8g. 369. Release of Earnest Money: In the event of a dispute between Buyer and Seller regarding Earnest Money deposited with Escrow Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions of this Contract. Buyer and Seller specifically authorize Escrow Company to act in its sole and absolute discretion in the release of Earnest Money. Buyer and Seller agree to hold harmless and indemnify Escrow Company against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and reasonable attorneys' fees, arising from or relating in any way to the release of Earnest Money.

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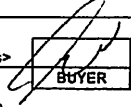
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Commercial Real Estate Purchase Contract>>**9. ADDITIONAL TERMS**

- 9a. 375. Closing costs: Purchaser and Seller shall each be responsible for their respective costs with respect to this transaction including the legal fees and
 376. agree to share and apportioned costs in accordance with local and customary practice. Seller shall be responsible for any Arizona transfer taxes and
 377. Title costs.
 378. _____
 379. Buyer and Seller confirm only broker involved in transaction is Locate (Jennifer Hill & Julie Harris as sales agents).
 380. _____
 381. _____
 382. _____
 383. _____
 384. _____
 385. _____
 386. _____
 387. _____
 388. _____
 389. _____
 390. _____
 391. _____
 392. _____
 393. _____
 394. _____
 395. _____
 396. _____
 397. _____
 398. _____

- 9b. 399. **Risk of Loss:** If there is any loss or damage to the Property between the date of Contract acceptance and COE or possession of
 400. the Property, whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be borne by
 401. Seller, provided, however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase price
 402. or ☐ \$ _____, either Seller or Buyer may elect to cancel the Contract by written notice pursuant to Section 8c.
- 9c. 403. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of the existence of this Contract.
- 9d. 404. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
- 9e. 405. **Time is of the essence:** The parties acknowledge that time is of the essence in performance of the obligations described herein.
- 9f. 406. **Broker's Fee:** Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm,
 407. broker, or finder in connection with the negotiation of this Contract and/or the consummation of the purchase and sale
 408. contemplated herein, other than the Broker(s) named herein, and no Broker or other person, firm or entity, other than said
 409. Broker(s) is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts
 410. of either Buyer or Seller. Buyer and Seller do each hereby agree to indemnify, defend, protect, and hold the other harmless from
 411. and against any costs, expenses or liability for compensation, commission or charges that may be claimed by any broker, finder,
 412. or other similar party, other than said named Broker(s) by reason of any dealings or acts of the indemnifying party.

		Commercial Real Estate Purchase Contract • Updated: February 2019 <Initials Copyright © 2019 Arizona Association of REALTORS®. All rights reserved. Initials>					
SELLER	SELLER			BUYER	BUYER		

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Harris

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Commercial Real Estate Purchase Contract>>

- 9g. 413. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed 414. by separate written agreement(s). Any separate written agreement(s) shall be delivered to Escrow Company for payment at COE, if 415. not previously paid, and shall constitute an irrevocable assignment of Seller's proceeds at COE and/or payment shall be collected 416. from Buyer as a condition to Close, as applicable. If any Broker hires an attorney to enforce the collection of the brokerage fee 417. payable pursuant to this Contract and is successful in collecting some or all of such brokerage fee, the party(ies) responsible for 418. paying such brokerage fee agree(s) to pay such Broker's costs including, but not limited to: reasonable attorneys' fees, expert 419. witness fees, fees paid to investigators, and court costs. Commissions payable for the sale, leasing, or management of Property 420. are not set by any board or association of REALTORS® or multiple listing service, or in any manner other than between the Broker 421. and client. Seller and Buyer acknowledge that the Broker(s) referenced herein are third-party beneficiaries of this contract.
- 9h. 422. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original Contract. 423. This Contract and any other documents required by this Contract may be executed by facsimile or other electronic means and 424. in any number of counterparts, which shall become effective upon delivery as provided for herein, except that the Disclosure of 425. Information on Lead-Based Paint and Lead-Based Paint Hazards may not be signed in counterpart. All counterparts shall be 426. deemed to constitute one instrument, and each counterpart shall be deemed an original.
- 9i. 427. **Days:** All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and end at 428. 11:59 p.m.
- 9j. 429. **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the act or event from 430. which the time period begins to run is not included and the last day of the time period is included. Contract acceptance occurs on 431. the date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker. Acts 432. that must be performed three (3) days prior to the COE Date must be performed three (3) full days prior (i.e. – if the COE Date is 433. Friday the act must be performed by 11:59 p.m. on Monday).
- 9k. 434. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and 435. Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a writing 436. signed by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this Contract.
- 9l. 437. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands that 438. any subsequent offer accepted by Seller must be a backup offer contingent on the cancellation of this Contract.
- 9m. 439. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in writing 440. and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if 441. email addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as indicated in 442. Section 9p, to Seller as indicated in Section 10a and to Escrow Company indicated in Section 1h.
- 9n. 443. **Assignment:** Any assignment of this Contract shall not release Buyer from Buyer's obligations under this Contract unless 444. otherwise agreed to by the parties in writing.
- 9o. 445. **Release of Brokers:** Seller and Buyer hereby acknowledge that they have been and are now advised by the Broker(s) to 446. consult and retain their own experts to advise and represent them concerning the legal and income tax effects of this 447. contract, and the condition of the Property. Seller and Buyer hereby expressly release, hold harmless and indemnify 448. all Broker(s) in this transaction from any and all liability and responsibility regarding the condition, square footage/ 449. acreage, lot lines or boundaries, value, financing, rent rolls, income and expense projections or proformas, environmental 450. conditions, sanitation systems, roof condition, wood infestation and wood infestation report, compliance with building 451. codes, zoning or other governmental regulations, or any other material matters relating to the Property.

452.

(INITIALS REQUIRED)

SELLER SELLER BUYER BUYER

453. THIS CONTRACT CONTAINS TWELVE (12) PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE 454. THAT YOU HAVE RECEIVED AND READ ALL TWELVE (12) PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND 455. ATTACHMENTS.

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Commercial Real Estate Purchase Contract>>**9p. 456. Broker on behalf of Buyer:**

457. Jennifer Hill BR540315000
 PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.
 458. Julie Harris SA674580000
 PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.
 459. Locate
 PRINT FIRM NAME FIRM MLS CODE
 460. 7014 E. Camelback Rd. Ste. 1452 Scottsdale AZ 85251 CO694280001
 FIRM ADDRESS CITY STATE ZIP CODE FIRM STATE LICENSE NO.
 461. Jennifer.hill@locate.ai, Julie.harris@locate.ai 602.616.4477, 856.856.371.2204
 EMAIL PREFERRED PHONE FAX

9q. 462. Agency Confirmation: Broker named in Section 9p is the agent of (check one) ☐ Buyer; or ☒ both Buyer and Seller**9r. 463. The undersigned agree to purchase the Property on the terms and conditions herein stated and acknowledge receipt of a**

464. copy hereof:

465. [Signature] 9/1/22
 BUYER'S SIGNATURE MO/DAY/YR
 466. Danny Kasson
 BUYER'S NAME PRINTED
 467. BY B901 E Pim Center Pkwy ITS
 ADDRESS
 469. Scottsdale AZ 85258
 CITY STATE ZIP CODE
 ADDRESS
 CITY STATE ZIP CODE

10. SELLER ACCEPTANCE**10a. 470. Broker on behalf of Seller:**

471. Same as Buyer Broker (indicated above)
 PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.
 472.
 PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.
 473.
 PRINT FIRM NAME FIRM MLS CODE
 474.
 FIRM ADDRESS CITY STATE ZIP CODE FIRM STATE LICENSE NO.
 475.
 EMAIL PREFERRED PHONE FAX

10b. 476. Agency Confirmation: Broker named in Section 10a is the agent of (check one) ☐ Seller; or ☐ both Buyer and Seller**10c. 477. The undersigned agree to sell the Property on the terms and conditions herein stated, acknowledge receipt of a copy**

478. hereof and grant permission to Broker named on Section 10a to deliver a copy to Buyer.

479. ☐ Counter Offer is attached, and is incorporated herein by reference. Seller must sign and deliver both this offer and the Counter

480. Offer. If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

481. [Signature] 9/1/2022
 SELLER'S SIGNATURE MO/DAY/YR
 482. Kirk Brimhall
 SELLER'S NAME PRINTED
 483. Kirk Brimhall Managing Member
 SELLER'S NAME PRINTED
 484. P. BY Box 750 ITS
 ADDRESS
 485. Taylor Arizona 85939
 CITY STATE ZIP CODE
 ADDRESS
 CITY STATE ZIP CODE

For Broker Use Only:

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

MO/DAY/YR

Harris

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KB
 SELLER SELLER

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[Signature]
 BUYER BUYER

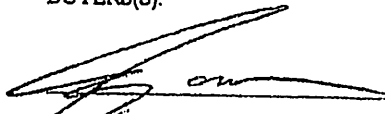
ADDENDUM TO REAL ESTATE PURCHASE AND SALE AGREEMENT

The undersigned parties to a Purchase and Sale Agreement dated: September 1, 2022
(9/1/22) by and between ATLAS GLOBAL DEVELOPMENT
("Purchaser"), and LARRY BRIMHALL ENTERPRISES LLC & PEARL LAKE INVESTMENTS
LLC ("Seller"), for the purchase and sale of that certain property municipally known as
TWO PARCELS AT THE NEC OF I-40 & HIGHWAY 87 (103-22-036 AND 103-40-001F) FOR A
TOTAL OF 311.15 ACRES, CITY OF WINSLOW, AZ, NAVAJO COUNTY, 86047
("Property"), hereby mutually agree to amend said Agreement as follows:

Buyer/Purchaser wishes to extend the Close of Escrow to May 15, 2023. Buyer/Purchaser agrees to release the earnest deposit of ten thousand dollars (\$10,000) to Seller immediately and authorizes Pioneer title Agency to release funds to Seller (73802256#-LLG). Earnest Deposit will be applied to purchase price of \$2,178,050.00 at Close of Escrow. Upon receipt of Earnest Deposit funds, Seller grants the Close of Escrow extension to the new date of May 15, 2023.

All other terms and conditions of the Sales Contract to remain the same.

BUYERS(S):


Dan Wasson, _____

Date: 2/5/23

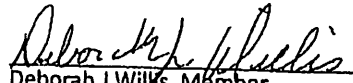
Date: _____

SELLER(S):

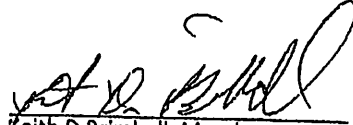

Kirk Brimhall, Managing Member

Date: 2/23/23

Date: _____

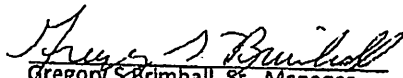

Deborah J Wilks, Member

2/23/2023
Date

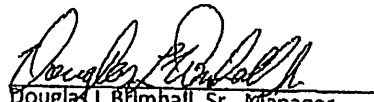

Keith D Brimhall, Member

2/23/23
Date

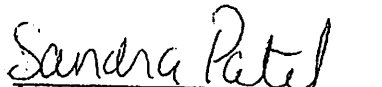
Pearl Lake Investments LLC


Gregory S Brimhall, Sr., Manager

2-23-23
Date


Douglas L Brimhall, Sr., Manager

2-23-23
Date


Sandra Patel fka Sandra J Brimhall

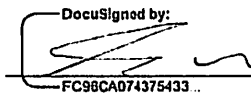
2-23-23
Date

ADDENDUM #2 TO REAL ESTATE PURCHASE AND SALE AGREEMENT

The undersigned parties to a Purchase and Sale Agreement dated SEPTEMBER 1, 2022 (9/1/22) by and between ATLAS GLOBAL DEVELOPMENT ("Purchaser"), and LARRY BRIMHALL ENTERPRISES LLC & PEARL LAKE INVESTMENTS LLC ("Seller"), for the purchase and sale of that certain property municipally known as TWO PARCELS AT THE NEC OF I-40 & HIGHWAY 87 (103-22-036 AND 103-40-001F) FOR A TOTAL OF 311.15 ACRES, CITY OF WINSLOW, AZ NAVAJO COUNTY, 86047 ("Property"), hereby mutually agree to amend said Agreement as follows:

Buyer/Purchaser wishes to extend the Close of Escrow date to NOVEMBER 15, 2023. Buyer/Purchaser agrees to deposit an additional FIFTEEN THOUSAND DOLLARS (\$15,000) with PIONEER TITLE AGENCY, ESCROW #73802256#-LLG within three (3) days of execution of this agreement, TEN THOUSAND DOLLARS (\$10,000) OF THE FIFTEEN THOUSAND DOLLARS (\$15,000) to be non-refundable to Buyer/Purchaser and released to Seller immediately, and applied to purchase price. On the fifteenth of each month until close of escrow, Buyer/Purchaser shall deposit an additional FIVE THOUSAND DOLLARS (\$5,000) with Pioneer Title Agency for each thirty (30) day extension exercised. Each deposit must be made within three (3) days of the fifteenth (15th) of each month. If Buyer/Purchaser does not make timely payments for each extension, Buyer will be in default and will have twenty-four (24) hours to either A) deposit the additional FIVE THOUSAND DOLLARS (\$5,000) or B) pay the balance of the purchase price and close escrow. All deposits shall be applied to purchase price of \$2,178,050.00 at Close of Escrow. Upon receipt of funds, Seller will grant each thirty (30) day extension, Seller agrees to extend Close of Escrow to November 15, 2023, provided all additional deposits are made in a timely manner and Seller is not in default. All other terms and conditions of the Sales Contract to remain the same.

BUYER(S):

DocuSigned by:

FC98CA074375433...

Date: 5/12/2023

Dan Wasson, Buyer's Representative

SELLER(S):



Date: 5/13/23

Kirk Brimhall, Managing Member

ADDENDUM #3 TO REAL ESTATE PURCHASE AND SALE AGREEMENT

The undersigned parties to a Purchase and Sale Agreement dated SEPTEMBER 1, 2022 (9/1/22) by and between ATLAS GLOBAL DEVELOPMENT ("Purchaser"), and LARRY BRIMHALL ENTERPRISES LLC & PEARL LAKE INVESTMENTS LLC ("Seller"), for the purchase and sale of that certain property municipally known as TWO PARCELS AT THE NEC OF I-40 & HIGHWAY 87 (103-22-036 AND 103-40-001F) FOR A TOTAL OF 311.15 ACRES, CITY OF WINSLOW, AZ NAVAJO COUNTY, 86047 ("Property"), hereby mutually agree to amend said Agreement as follows:

Buyer/Purchaser wishes to extend the Close of Escrow date to MAY 15, 2024 (5/15/24). Buyer/Purchaser agrees to deposit an additional FIFTEEN THOUSAND DOLLARS (\$15,000) with PIONEER TITLE AGENCY, ESCROW #73802256#-LLG within three (3) days of execution of this agreement, of which all shall be non-refundable to Buyer/Purchaser and released to Seller immediately and applied to purchase price. On the fifteenth of each month until the close of escrow, Buyer/Purchaser shall deposit an additional FIVE THOUSAND DOLLARS (\$5,000) with PIONEER TITLE AGENCY for each thirty (30) day extension exercised. Each additional FIVE THOUSAND DOLLARS (\$5,000) shall be non-refundable to Buyer/Purchaser and released to Seller immediately and applied to purchase price. Each deposit must be made within three (3) days of the fifteenth (15th) of each month. If Buyer/Purchaser does not make timely payments for each extension, Buyer will be in default and will have twenty-four (24) hours to either A) deposit the additional FIVE THOUSAND DOLLARS (\$5,000) or B) pay the balance of the purchase price and close escrow. All deposits made previously, and any future deposits shall become non-refundable, applicable to purchase price of \$2,178,050.00 and released to Seller. Upon receipt of funds, Seller will grant each thirty (30) day extension, Seller agrees to extend Close of Escrow to May 15, 2024, provided all additional deposits are made in a timely manner and Buyer is not in default. All other terms and conditions of the Sales Contract to remain the same.

BUYER(S):


Dan Wasson, Buyer's Representative

Date: 11/13/23

SELLER(S):


Kirk Brimhall, Managing Member

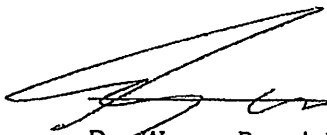
Date: 11/13/23

ADDENDUM #4 TO REAL ESTATE PURCHASE AND SALE AGREEMENT

The undersigned parties to a Purchase and Sale Agreement dated SEPTEMBER 1, 2022 (9/1/22) by and between **ATLAS GLOBAL DEVELOPMENT** ("Purchaser"), and **LARRY BRIMHALL ENTERPRISES LLC & PEARL LAKE INVESTMENTS LLC** ("Seller"), for the purchase and sale of that certain property municipally known as **TWO PARCELS AT THE NEC OF I-40 & HIGHWAY 87 (103-22-036 AND 103-40-001F) FOR A TOTAL OF 311.15 ACRES, CITY OF WINSLOW, AZ NAVAJO COUNTY, 86047** ("Property"), hereby mutually agree to amend said Agreement as follows:

Buyer/Purchaser wishes to extend the Close of Escrow date to AUGUST 15, 2024 (8/15/24). Buyer/Purchaser agrees to deposit an additional FIVE THOUSAND DOLLARS (\$5,000) with PIONEER TITLE AGENCY, ESCROW #73802256#-LLG the earlier of A) within three (3) days of execution of this agreement or B) the fifteenth (15th) of May 2024, of which all shall be non-refundable to Buyer/Purchaser and released to Seller immediately and applied to purchase price. On the fifteenth of each month until the close of escrow, Buyer/Purchaser shall deposit an additional FIVE THOUSAND DOLLARS (\$5,000) with PIONEER TITLE AGENCY for each thirty (30) day extension exercised. Each additional FIVE THOUSAND DOLLARS (\$5,000) shall be non-refundable to Buyer/Purchaser and released to Seller immediately and applied to purchase price. Each deposit must be made within three (3) days of the fifteenth (15th) of each month. If Buyer/Purchaser does not make timely payments for each extension, Buyer will be in default and will have twenty-four (24) hours to either A) deposit the additional FIVE THOUSAND DOLLARS (\$5,000) or B) pay the balance of the purchase price and close escrow. All deposits made previously, and any future deposits shall become non-refundable, applicable to purchase price of \$2,178,050.00 and released to Seller. Upon receipt of funds, Seller will grant each thirty (30) day extension, Seller agrees to extend Close of Escrow to AUGUST 15, 2024, provided all additional deposits are made in a timely manner and Buyer is not in default. All other terms and conditions of the Sales Contract to remain the same.

BUYER(S):

 Date: 5/10/24
Dan Wasson, Buyer's Representative

SELLER(S):

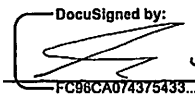
 Date: 5/10/24
Kirk Brimhall, Managing Member

ADDENDUM #6 TO REAL ESTATE PURCHASE AND SALE AGREEMENT

The undersigned parties to a Purchase and Sale Agreement dated SEPTEMBER 1, 2022 (9/1/22) by and between **ATLAS GLOBAL DEVELOPMENT** ("Purchaser"), and **LARRY BRIMHALL ENTERPRISES LLC & PEARL LAKE INVESTMENTS LLC** ("Seller"), for the purchase and sale of that certain property municipally known as **TWO PARCELS AT THE NEC OF I-40 & HIGHWAY 87 (103-22-036 AND 103-40-001F) FOR A TOTAL OF 311.15 ACRES, CITY OF WINSLOW, AZ NAVAJO COUNTY, 86047** ("Property"), hereby mutually agree to amend said Agreement as follows:

Buyer/Purchaser wishes to extend the Close of Escrow (COE) date to DECEMBER 31, 2024 (12/31/24). Buyer/Purchaser agrees to deposit an additional FIVE THOUSAND DOLLARS (\$5,000) with PIONEER TITLE AGENCY, ESCROW #73802256#-LLG the later of A) within three (3) days of execution of this agreement or B) the fifteenth (15th) of October 2024, of which all shall be non-refundable to Buyer/Purchaser and released to Seller immediately and applied to purchase price. On the fifteenth of each month until the close of escrow, Buyer/Purchaser shall deposit an additional FIVE THOUSAND DOLLARS (\$5,000) with PIONEER TITLE AGENCY for each thirty (30) day extension exercised. Each additional FIVE THOUSAND DOLLARS (\$5,000) shall be non-refundable to Buyer/Purchaser and released to Seller immediately and applied to purchase price. Each deposit must be made within three (3) days of the fifteenth (15th) of each month. If Buyer/Purchaser does not make timely payments for each extension, Buyer will be in default and will have twenty-four (24) hours to either A) deposit the additional FIVE THOUSAND DOLLARS (\$5,000) or B) pay the balance of the purchase price and close escrow. All deposits made previously, and any future deposits shall become non-refundable to Buyer, applicable to purchase price of \$2,178,050.00 and released to Seller. Upon receipt of funds, Seller will grant each thirty (30) day extension, Seller agrees to extend Close of Escrow to DECEMBER 31, 2024, provided all additional deposits are made in a timely manner and Buyer is not in default. If current Buyer intends to be replaced by an alternative Buyer, an amendment to the contract must be executed by both parties at least thirty (30) days before COE. If Close of Escrow does not happen in 2024, Seller will grant an additional 90-day extension under the same terms and conditions as above, with the Buyer agreeing that the Seller will be able place property back on the market to consider backup offers. All other terms and conditions of the Sales Contract to remain the same.

BUYER(S):

DocuSigned by:

FC98CA074375433...

Date: 9/24/2024

Dan Wasson, Buyer's Representative

SELLER(S):



Date: 9/20/24

Kirk Brimhall, Managing Member

ORDINANCE NO. 1424

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF WINSLOW, ARIZONA, AMENDING THE ZONING MAP OF THE CITY OF WINSLOW BY CHANGING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY IN THE CITY CONSISTING OF APPROXIMATELY 1,479 ACRES, LOCATED GENERALLY SOUTH OF THE BNSF RAILROAD ON BOTH SIDES OF STATE ROUTE 87 FROM INDUSTRIAL ZONING DISTRICT TO PLANNED AREA DEVELOPMENT ("PAD"); APPROVING OF THE PRELIMINARY PAD FOR THE PROPERTY AND AUTHORIZING THE DEVELOPER TO SUBMIT A FINAL PAD FOR THE ENTIRE PROPERTY OR SPECIFIC PARCEL/PARCELS IN THE PROPERTY SIMULTANEOUSLY WITH SUBDIVISION REVIEW AND APPROVAL IN ACCORDANCE WITH WINSLOW CITY CODE SECTION 17.50.050; ALL RELATED TO ATLAS GLOBAL DEVELOPMENT GROUP LLC'S APPLICATION FOR APPROVAL OF THE WINSLOW COMMERCE AND INDUSTRIAL PARK PAD; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR NON-SEVERABILITY; AND PROVIDING FOR PENALTIES.

WHEREAS, Atlas Global Development Group LLC (the "Developer") has submitted an application with the City of Winslow (the "City") requesting approval of the Winslow Commerce and Industrial Park PAD; and

WHEREAS, the City's Planning and Zoning Hearing Officer and the City Council have provided public notice and conducted public hearings in accordance with applicable state and local laws to hear comments on the Winslow Commerce and Industrial Park PAD and considered the appropriateness of the rezoning request; and

WHEREAS, it is found that the zone change is consistent with and conforms to the General Plan and is in the best interests of the City of Winslow.

NOW THEREFORE, BE IT ORDAINED, BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF WINSLOW, ARIZONA AS FOLLOWS:

Section I. In General.

1. The Zoning Ordinance of the City of Winslow, Arizona is hereby amended by amending the Zoning Map of the City of Winslow as follows:

The Property described in the attached Exhibit A and depicted in the attached Exhibit B is hereby rezoned from the City of Winslow Industrial zoning district to Winslow Commerce and Industrial Park PAD.

2. The Property shall be developed in accordance with Winslow City Codes, zoning requirements, and regulations, except as otherwise modified in the Winslow Commerce and Industrial Park PAD dated as of the third submittal date, August 2024, in the form on file with the City Clerk and attached as Exhibit C (the “Development Plan”).

3. In addition to conformance with the Development Plan, no development of the Property may occur unless and until final PAD approval is received pursuant to City Code Section 17.50.050.

4. The Developer shall submit a final PAD either for the entire property or specific parcel/parcels simultaneously with subdivision review. The parties will work through each phase of development review in good faith to approve the final PAD(s) and allow for construction in accordance with this Ordinance.

5. Development of the Property shall be further subject to the Development and Disposition Agreement between the parties dated December 10, 2024, and, specifically, require all necessary utility and street infrastructure to service the project. This Ordinance is specifically conditioned upon approval of the Development and Disposition Agreement and to the extent the agreement is not approved and/or is rejected by the voters after referendum, this Ordinance shall automatically terminate, and the prior zoning shall remain in effect.

Section II. Providing for Repeal of Conflicting Ordinances.

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

Section III. Providing for Non-Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then this entire ordinance is invalid and shall have no force or effect.

Section IV. Providing for Penalties.

Any person found guilty of violating any provision of this Ordinance shall be guilty of a class three (3) misdemeanor pursuant to Section 17.112.030 of City Code and, upon conviction thereof, shall be punished by a fine not to exceed Five Hundred Dollars (\$500) or by imprisonment for a period not to exceed thirty (30) days, or both such fine and imprisonment. Each day that a violation continues shall be a separate offense punishable as herein described. In addition, any violation is declared to be a public nuisance, and the City may enjoin or restrain said violation like any other nuisance under authority of any applicable City and State law.

Section V. Zoning Considerations.

In accordance with Article II, Sections 1 and 2, Constitution of Arizona, and the laws of the State of Arizona, the City Council has considered the individual property rights and personal liberties of the residents of the City and the probable impact of the proposed ordinance on the cost

to construct housing for sale or rent before adopting this ordinance. The City Council has also considered a housing impact statement in accordance with A.R.S. § 9-462.01(J)(1)-(3).

Section VI. Authorizations.

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.

APPROVED, PASSED AND ADOPTED by the Mayor and Common Council of the City of Winslow, Arizona, this 10th day of December, 2024.

Roberta Cano, Mayor

ATTEST:

Suzy Wetzel, City Clerk

APPROVED AS TO FORM:

Trish Stuhan, City Attorney
Pierce Coleman, PLLC

The following exhibits are incorporated herein:

- A. Legal Description
- B. Zoning Exhibit (map)
- C. Development Plan

[Exhibits on File at City of Winslow
City Clerk's Office 102 East Third Street, Winslow, Arizona 86047]

Exhibit 'A'
LEGAL DESCRIPTION
PAD BOUNDARY

PARCEL NO. 1:

A parcel of land located in the northwest quarter of Section 1, Township 18 North, Range 15 East, and Sections 25, 26, 35, and 36, Township 19 North, Range 15 East, of the Gila and Salt River Meridian, Navajo County, Arizona, described as follows:

Commencing at the southwest corner of said Section 35, and the **TRUE POINT OF BEGINNING**;

Thence along the west line of said Section 35, North 00°10'28" West, 2611.60 feet (Basis of Bearing) to the west quarter corner of said Section 35;

Thence continuing along said west line, North 00°10'25" West, 2611.50 feet to the northwest corner of said Section 35, said point being in common with the southwest corner of said Section 26;

Thence along the north line of said Section 35, and the south line of said Section 26, North 89°11'57" East, 1990.32 feet to the southwest corner of that parcel of land as described in Instrument No. 2023-01769, Official Records of Navajo County (herein referred to as R1);

Thence leaving said north line, and said south line, and along the west line of said parcel, North 01°25'14" West, 2624.36 feet to the northwest corner of said parcel, said point being in common with the southwest corner of the Winslow Airport Industrial Park subdivision according to Book 19 of Plats, Page 30-32, Official Records of Navajo County (herein referred to as R2);

Thence along the west line of said subdivision, North 01°25'00" West, 193.23 feet to a point on the southeasterly Right-of-Way line of Barrigan Road as shown on R2;

Thence along said Right-of-Way line, North 65°48'12" East, 2231.79 feet to the northeast corner of Lot 23 as shown on R2;

Thence along the east line of said Lot 23, South 01°40'40" East, 303.62 feet to the southeast corner of said Lot 23;

Thence North 88°19'20" East, 189.55 feet to the northeast corner of Lot 27 as shown on R2;

Thence North 01°40'40" West, 31.30 feet to the northwest corner of Lot 29 as shown on R2;

Thence along the north line of said Lot 29, North 88°19'20" East, 300.00 feet to a point on the westerly Right-of-Way line of Airport Road as shown on R2;

Thence along said Right-of-Way line, South 01°40'40" East, 171.70 feet to the beginning of a tangent curve concave to the northeast, having a radius of 520.00 feet and a central angle of 91°14'27";

Thence continuing along said Right-of-Way line, and southeasterly along said curve, 828.08 feet;

Thence continuing along said Right-of-Way line, and along the northerly line of 'Tract D' as shown on R2, North 87°04'27" East, 2459.74 feet to the northeast corner of said 'Tract D';

Thence along the northeasterly line of said 'Tract D', South 61°01'00" East, 367.63 feet to the southeast corner of said 'Tract D', said point being in common with the East-West midsection line of said Section 25;

Thence along the south line of said 'Tract D', and said midsection line, South 89°39'19" West, 2659.58 feet to the west quarter corner of said Section 25, and the east quarter corner of said Section 26;

Thence along the East-West midsection line of said Section 26, South 88°06'23" West, 1279.69 feet to the northeast corner of that parcel of land as described in R1;

Thence leaving said midsection line, and along the easterly line of said parcel, South 01°18'23" East, 1321.48 feet;

Thence continuing along said easterly line, North 88°14'57" East, 639.55 feet;

Thence continuing along said easterly line, South 01°17'40" East, 1323.31 feet to the southeast corner of said parcel, said point being in common with the south line of said Section 26 and the north line of said Section 35;

Thence along said south line, and said north line, North 88°23'57" East, 638.38 feet to the northeast corner of said Section 35;

Thence along the east line of said Section 35, South 01°18'30" East, 1085.87 feet;

Thence leaving said east line, North 78°38'50" East, 929.71 feet;

Thence South 25°00'53" East, 1600.38 feet;

Thence South 85°14'16" East, 1538.99 feet to a point on the westerly Right-of-Way line of State Highway 87;

Thence along said Right-of-Way line, South 08°51'56" West, 371.42 feet to the beginning of a tangent curve concave to the west, having a radius of 11396.18 feet and a central angle of 25°44'02";

Thence continuing along said Right-of-Way line, and southwesterly along said curve, 5118.51 feet;

Thence continuing along said Right-of-Way line, South 33°15'38" West, 1242.74 feet to the southwest corner of that parcel of land as described in Instrument Number 2014-03918, Official Records of Navajo County;

Thence leaving said Right-of-Way line, and along the west line of said parcel, North 00°08'37" West, 3285.91 feet to the northwest corner of said parcel, said point being in common with the northwest corner of said Section 1, and the south line of said Section 36;

Thence along the south line of said Section 36, South 89°45'46" West, 397.85 feet to the southwest corner of said Section 36 and the southeast corner of said Section 35;

Thence along the south line of said Section 35, South 89°50'05" West, 4876.64 feet;

Thence continuing along said south line, South 89°58'58" West, 410.64 feet to the **TRUE POINT OF BEGINNING**.

EXCEPTING therefrom the following described parcel (APN: 103-55-001D);

Commencing at the southeast corner of said Section 35;

Thence along the east line of said Section 35, North 1°18'39" West, 3164.20 feet to the southeast corner of said parcel and the **TRUE POINT OF BEGINNING**;

Thence leaving said east line, South 89°10'21" West, 474.98 feet to the southwest corner of said parcel;

Thence North 1°18'42" West, 432.46 feet to the northwest corner of said parcel;

Thence North 89°10'19" East, 474.98 feet to the northeast corner of said parcel, said point being in common with the east line of said Section 35;

Thence along said east line, South 1°18'41" East, 432.46 feet to the **TRUE POINT OF BEGINNING**;

EXCEPTING therefrom the following described parcel (APN: 103-18-006A);

AREA NO. 1:

A description of a parcel of land lying within Section 25, Township 19 North, Range 15 East of the Gila and Salt River Base and Meridian, City of Winslow, Navajo County, Arizona, described as follows:

The South half of section 25, Township 19 North, Range 15 East, Gila and Salt River Base and Meridian, Navajo County, Arizona;

EXCEPT that part thereof, described as follows:

BEGINNING at the Northeast corner of said South half;

Thence South 0°43' East, along the East line thereof, a distance of 2,674.19 feet to the Southeast corner of said Section 25;

Thence North 89°18' West, along the South line thereof, a distance of 819.45 feet;

Thence North 57°49' West, a distance of 148.31 feet to the point of curvature of a circular curve concave Northeasterly and having a radius of 905.366 feet;

Thence Northwesterly along the arc of said curve, a distance of 864.10 feet to a point in the East line of the parcel of land described in Book 8 of NARE, page 195;

Thence Northeasterly along said East line, being the arc of a curve concave Easterly and having a radius of 11,359.20 feet, a distance of 1,706.94 feet;

Thence North 63°56' East, a distance of 35.64 feet to the point of curvature of a circular curve concave Northwesterly having a radius of 616,805 feet,

Thence Northerly along the arc of last said curve, through a central angle of 35°09', a distance of 375.02 feet to the point of tangency;

Thence North 28°47' East, a distance of 4.51 feet to a point in the North line of said South half, said point being 560.43 feet, distant from the Point of Beginning;

Thence South 89°47' East, along said North line, a distance of 560.43 feet to the Point of Beginning.

EXCEPT all right, title and interest in and to the Air Space lying over and above the geometric planes as defined in Quit Claim Deed recorded in, Docket 250, page 172, over that part of said South half lying within the parcel of land described as follows:

BEGINNING at a point in the Southerly line of the Northeast quarter of Section 25, distant South 89°43'00 East (bearing assumed for purpose of this description) along said Southerly line 637.25 feet from the Southwesterly corner of said Northeast quarter;

Thence North 54°39'20" West, a distance of 989.51 feet;

Thence North 29°38'02" East, a distance of 500.00 feet, last said course being hereinafter referred to as "Line C";

Thence South 66°04'36" East, a distance of 2,009.97 feet to a point in a line parallel with and distance Southerly 2,000.00 feet, measured at right angles from said "Line C";

Thence South 29°38'02" West, along said parallel line 900.00 feet to a point in the Southeasterly prolongation of the hereinabove described course having a bearing of North 54°39'20" West and a length of 989.51 feet, last said parallel line being hereinafter referred to as "Line D";

Thence North 54°39'20" West, along said prolongation a distance of 1,020.46 feet to the Point of Beginning.

EXCEPT the entire mineral estate, including geothermal energy, coal, gases, hydrocarbons, fissionable materials, metallic materials and non-metallic materials as reserved in Deed recorded in Docket 825, page 637, records of Navajo County, Arizona;

And

Except that part conveyed in Docket 825, page 643, records of Navajo County, Arizona, more particularly described as follows:

That part of the South half of Section 25, Township 19 North, Range 15 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona, lying Northerly and Westerly of a line which is 150.00 feet distant, Northerly and Westerly parallel with the line described as follows:

BEGINNING at a point on the West line of said Section 12, distant North 00°38' West, 170.44 feet from the Southwest corner thereof;

Thence North 78°41' East, a distance of 151.100 feet

Thence North 47°26' East, a distance of 354.40 feet;

Thence North 36°46' East, a distance of 374.87 feet;

Thence North 14°49' East, a distance of 169.56 feet;

Thence North 39°25' East, a distance of 301.73 feet,

Thence North 60°26' East, a distance of 315.00 feet;

Thence North 21°52' East, a distance of 248.27 feet;

Thence North 51°00' East, a distance of 241.60 feet;

Thence North 62°30' East, a distance of 495.100 feet

Thence South 82°01' East, a distance of 241.20 feet;

Thence North 47°17' East, a distance of 585.64 feet;

Thence North 71°45' East, a distance of 106.31 feet;

Thence North 35°15' East, a distance of 382.82 feet;

Thence South 88°51' East, a distance of 193.50 feet;

Thence North 64°52' East, a distance of 354.25 feet

Thence North 86°41' East, a distance of 742.60 feet;

Thence North 83°35' East, a distance of 439.80 feet to the POINT OF ENDING, which point is North 71°17' West, a distance of 793.70 feet from the East quarter corner, of said Section 25, the side lines being lengthened or shortened to maintain a uniform width of 200,00 feet, said strip and terminating on the Westerly and Northerly lines of said South half of Section 25.

AREA NO. 2:

Any interest in the following described piece of land:

That portion of Section 25, Township 19 North, Range 15 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows:

BEGINNING at the Center of Section 25, a 2 ½ inch aluminum cap marked "Beamish";

Thence North 89°36'24" West, along the South line of the Northwest quarter of said Section 25, a distance of 23.05 feet, to a point on the Westerly line of an easement described in an unrecorded document dated February 04, 1944 from The Atchison, Topeka and Santa Fe Railway Co. to the City of Winslow, line is also described in Book 8, page 202, records of Navajo County, Arizona.

Thence North 35°08'20" East, along said Westerly line, a distance of 174.06 feet;

Thence South 88°57'40" East, along said Westerly line, a distance of 238.07 feet;

Thence North 64°45'20" East, along said Westerly line, a distance of 348.14 feet;

Thence North 86°34'20" East, along said Westerly line, a distance of 767.45 feet;

Thence North 83°28'20" East, a distance of 406.28 feet to the Westerly right-of-way line of said State Route 87;

Thence South 23°12'55" West, along said right-of-way line, a distance of 354.42 feet to the beginning of a curve, concaved to the East, having a radius of 11559.16 feet;

Thence along said curve and said right-of-way line, a distance of 70.05 feet, through a central angle of 00°02'50" to a point on the South line of the Northeast quarter of Section 25;

Thence North 89°35'53" West, along said South line, a distance of 1,632.68 feet to the Point of Beginning.

Containing 958.62 Acres, more or less.

PARCEL NO. 2:

A parcel of land being Lot 33 of the Winslow Airport Industrial Park subdivision according to Book 19 of

Plats, Page 30-32, Official Records of Navajo County, located in the northeast quarter of Section 26, Township 19 North, Range 15 East, of the Gila and Salt River Meridian, Navajo County, Arizona, described as follows:

Commencing at the southwest corner of said parcel and the **TRUE POINT OF BEGINNING**;

Thence along the west line of said parcel, North 1°40'40" West, 183.79 feet (Basis of Bearing) to the beginning of a tangent curve concave to the east, having a radius of 160.00 feet and a central angle of 29°18'25";

Thence continuing along said west line, and northerly along said curve, 81.84 feet to the northwest corner of said parcel;

Thence along the northerly line of said parcel, South 57°41'23" East, 258.43 feet to the northeast corner of said parcel;

Thence along the east line of said parcel, South 01°40'40" East, 117.64 feet to the southeast corner of said parcel;

Thence along the south line of said parcel, South 88°19'20" West, 234.76 feet to the **TRUE POINT OF BEGINNING**;

Containing 1.05 Acres, more or less.

PARCEL NO. 3:

A portion of that parcel of land as described in Instrument No. 2011-12505, Official Records of Navajo County, located in Sections 25, Township 19 North, Range 15 East, of the Gila and Salt River Meridian, Navajo County, Arizona, described as follows:

Commencing at the south quarter corner of said Section 25 and the **TRUE POINT OF BEGINNING**;

Thence along the south line of said Section 25, South 89°40'59" West, 2646.44 feet (Basis of Bearing) to the southwest corner of said Section 25;

Thence along the west line of said Section 25, North 01°15'47" West, 169.88 feet;

Thence leaving said west line, North 78°41'00" East, 154.03 feet;

Thence North 47°26'00" East, 354.40 feet;

Thence North 36°46'00" East, 374.87 feet;

Thence North 14°49'00" East, 169.56 feet;

Thence North 39°25'00" East, 301.73 feet;

Thence North 60°26'00" East, 315.00 feet;

Thence North 21°52'00" East, 248.27 feet;

Thence North 51°00'00" East, 241.60 feet;

Thence North 62°30'00" East, 495.00 feet;

Thence South 82°01'00" East, 241.20 feet;

Thence North 47°17'00" East, 585.64 feet;

Thence North 71°45'00" East, 106.31 feet;

Thence North 35°15'00" East, 382.82 feet;

Thence South 88°51'00" East, 193.50 feet;

Thence North 64°52'00" East, 354.25 feet;

Thence North 86°41'00" East, 742.60 feet;

Thence North 83°35'00" East, 224.10 feet to a point on the westerly Right-of-Way line of State Highway 87;

Thence along said Right-of-Way line, South 22°20'06" West, 109.80 feet to the beginning of a tangent curve concave to the east, having a radius of 11559.14 feet and a central angle of 13°36'02";

Thence continuing along said Right-of-Way line, and southerly along said curve, 2743.83 feet;

Thence continuing along said Right-of-Way line, South 08°50'34" West, 80.01 feet to a point on the south line of said Section 25;

Thence along said south line, North 89°50'01" West, 888.72 feet to the **TRUE POINT OF BEGINNING**;

Containing 157.32 Acres, more or less.

PARCEL NO. 4:

A portion of that parcel of land as described in Instrument No. 2023-06363, together with a portion of that parcel of land as described in Instrument No. 2011-12505, Official Records of Navajo County, A parcel of land located in the southeast quarter of Section 25, and the northeast quarter of Section 36, Township 19 North, Range 15 East, of the Gila and Salt River Meridian, Navajo County, Arizona, described as follows:

Commencing at the northeast corner of said Section 36, and the **TRUE POINT OF BEGINNING**;

Thence along the east line of said Section 36, South 1°16'13" East, 1352.15 feet (Basis of Bearing) to a point on the northerly Right-of-Way line of State Highway 99;

Thence leaving said east line, and along said Right-of-Way line, South 80°40'56" West, 211.69 feet to

beginning of a tangent curve concave to the north, having a radius of 2241.82 feet and a central angle of 22°38'27";

Thence continuing along said Right-of-Way line, and westerly along said curve, 885.87 feet;

Thence continuing along said Right-of-Way line, North 76°40'13" West, 703.03 feet to a point on the easterly Right-of-Way line of State Highway 87;

Thence along said Right-of-Way line, North 08°50'34" East, 1261.75 feet to the beginning of a tangent curve concave to the east, having a radius of 11,359.14 feet and a central angle of 3°50'49";

Thence continuing along said Right-of-Way line, and northerly along said curve, 762.67 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 905.37 feet and a central angle of 56°37'34" and being subtended by a chord which bears South 32°10'46" East 858.81 feet;

Thence southeasterly along said curve, 894.78 feet;

Thence South 60°28'32" East, 148.12 feet to a point on the north line of said Section 36;

Thence along said north line, South 89°49'13" East, 819.09 feet to the **TRUE POINT OF BEGINNING**;

Containing 56.63 Acres, more or less.

PARCEL NO. 5:

A portion of that parcel of land as described in Instrument No. 2023-06363, Official Records of Navajo County, located in the east half of Section 36, Township 19 North, Range 15 East, of the Gila and Salt River Meridian, Navajo County, Arizona, described as follows:

Commencing at the east quarter corner of said Section 36 and the **TRUE POINT OF BEGINNING**;

Thence along the east line of said Section 36, South 1°16'22" East, 2656.00 feet to the southeast corner of said Section 36;

Thence along the south line of said Section 36, South 89°54'41" West, 1933.44 feet;

Thence continuing along said south line, South 89°53'07" West, 516.79 feet;

Thence continuing along said south line, South 89°47'58" West, 330.62 feet to a point on the easterly Right-of-Way line of State Highway 87, and the beginning of a non-tangent curve concave to the west, having a radius of 11,596.18 feet and a central angle of 12°27'59", and being subtended by a chord which bears North 15°06'35" East, 2518.09 feet;

Thence along said Right-of-Way line, and northerly along said curve, 2523.07 feet;

Thence continuing along said Right-of-Way line, North 8°52'11" East, 1112.29 feet;

Thence leaving said Right-of-Way line, South 76°40'00" East, 869.92 feet;

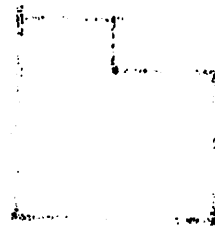
Thence North 08°58'49" East, 506.42 feet to a point on the southerly Right-of-Way line of State Highway 99, and the beginning of a noncurve concave to the north having a radius of 2341.82 feet and a central angle of 18°21'01" and being subtended by a chord which bears North 89°51'27" East 746.82 feet;

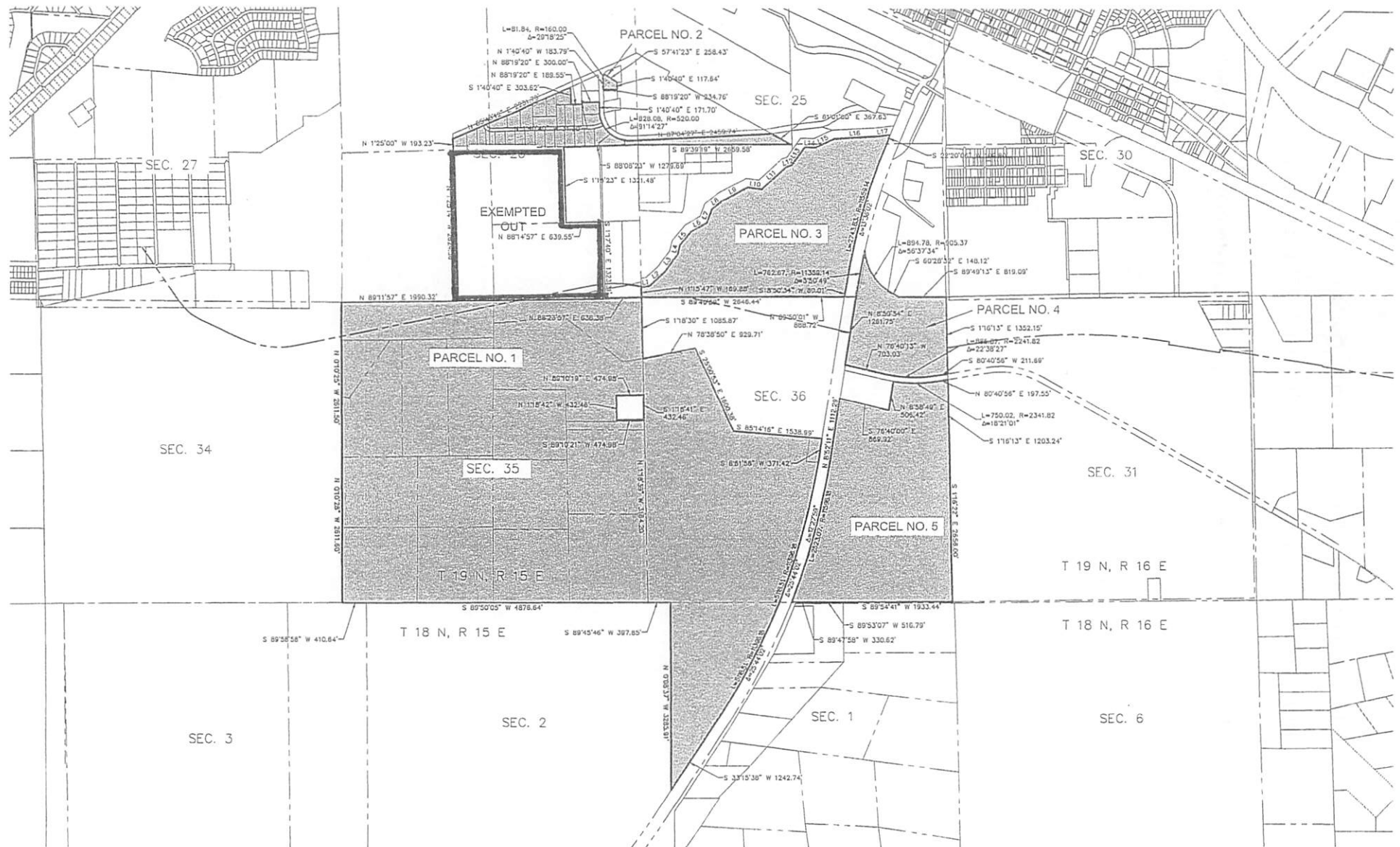
Thence along said Right-of-Way line, and easterly along said curve, 750.02 feet;

Thence continuing along said Right-of-Way line, North $80^{\circ}40'56''$ East, 197.55 feet to a point on the east line of said Section 36;

Thence along said east line, South $01^{\circ}16'13''$ East, 1203.24 feet to the **TRUE POINT OF BEGINNING**;

Containing 186.71 Acres, more or less.





Contact Arizona 811 at least two full working days before you begin excavation

ARIZONA811

Call 811 or click Arizona811.com

REVISIONS			
NO.	DESCRIPTION	DATE	BY



110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.ardurra.com

JOB NO:	1111
DATE:	MAY 24
SCALE:	1"=750'
DRAWN:	ADG
DESIGN:	
CHECKED:	ADG

ATLAS GLOBAL

WINSLOW,
ARIZONA

LEGAL EXHIBIT

DRAWING NO.

EX1

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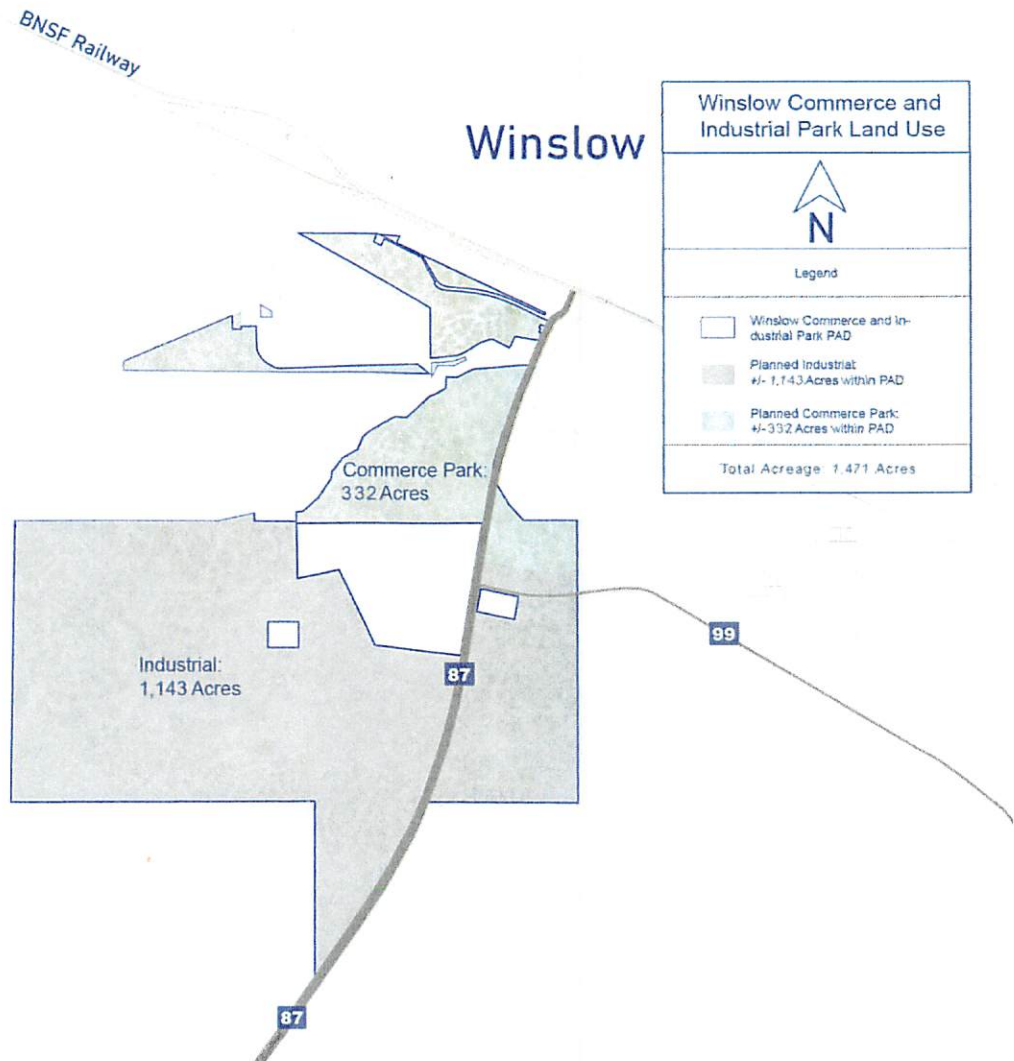
EXHIBIT B

Winslow Commerce & Industrial Park PAD

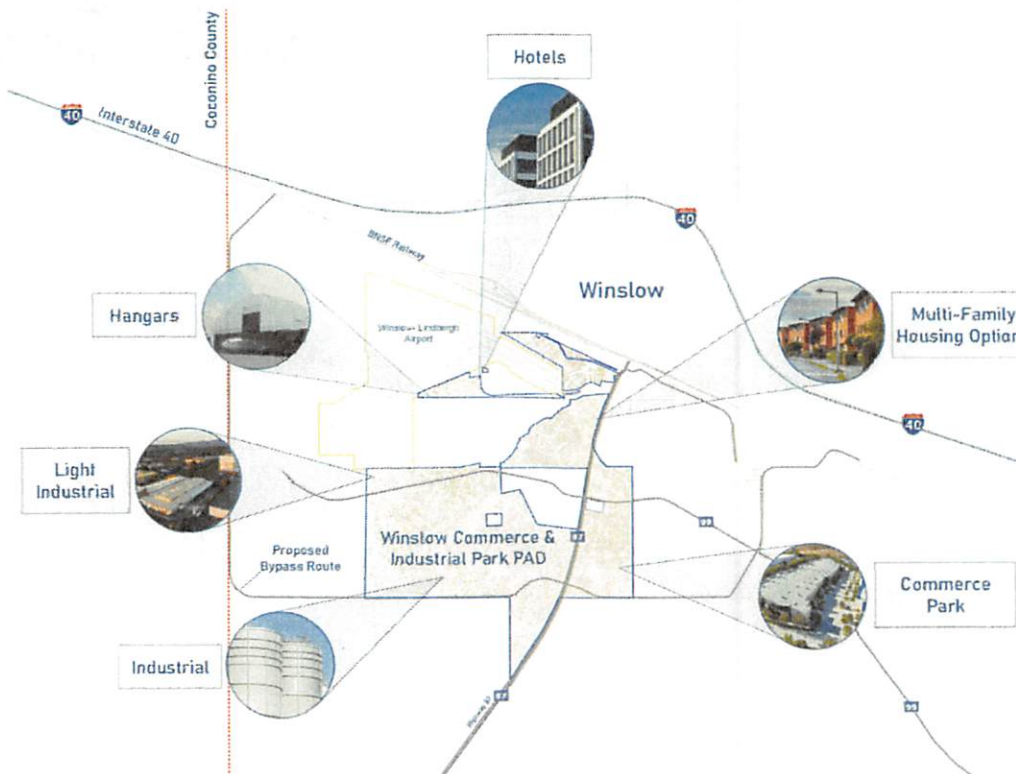
4. Land Use Categories & Standards

4.1 Land Use Map

The Land Use Map, attached hereto as **Exhibit 4.1 – Land Use Map**, shall govern the land uses on the Site to ensure industrial development is located away from urban centers. Currently, the Land Use Map only contemplates Industrial and Commerce Park land uses, defined below, however, additional Land Uses may be added to the map, either as additional property is added to the Site in the future, or through the amendment process to this Winslow Commerce PAD as outlined in Section 3.7.2 of this PAD Document.



Winslow Commerce and Industrial Park PAD



Winslow, Arizona

First Submittal: April 2024

Second Submittal: June 2024

Third Submittal: August 2024

Developer

Master Developer: Atlas Global Development Group LLC



Winslow Commerce & Industrial Park PAD

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1. Authority & Introduction

1.1 Vision

Atlas Global Development Group (“Atlas” or “Master Developer”) is honored to be working with the City of Winslow (“City”) on implementing a vision that allows for historic Winslow to continue to thrive while welcoming economic development activity that will sustain Winslow as the best place in Arizona to live, work, and play well into the future. As Winslow was originally a bustling city due to its location on Route 66 and the Southern Transcon railroad, this vision begins with an initial PAD zoning request for approximately 1,471 acres of land. The goal is to bring economic growth, generating billions of dollars in new businesses and thousands of high-paying job opportunities to the region. Additionally, the plan includes foundational language to guide the potential expansion of the total project site to more than 3,700 acres, further enhancing the potential for significant regional development. By growing in this measured and well-planned way, Winslow will create future jobs while retaining the quaint character and wonderful lifestyle that residents currently enjoy.

We are thrilled to present this plan to the City for official adoption and look forward to a long and positively impactful partnership well into the future.

1.2 Introduction

Atlas Global Development Group, LLC is the owner and Master Developer of the Winslow Commerce and Industrial Park PAD (the “Project” and/or “Winslow Commerce PAD”). The PAD functions as the bridge between the long-range planning recommendations of the General Plan and the ultimate development of Project.

The goals of the PAD are to establish an overall vision for the Winslow Commerce and Industrial Park PAD Project and to set the tone for the design and qualitative feel of the community. The PAD also sets forth a logical planning process that identifies the parameters for the various phases of development in a manner that is logical and appropriate for the time and place. As more detailed planning occurs, additional information will be provided to ensure that the necessary infrastructure and amenities are available to serve the future owners, employees, residents, and guests of the Project. The PAD establishes the regulatory framework for the development of the Property, while providing flexibility in the implementation of the overall plan, as well as processes and development standards. This approach will allow for innovative, sustainable, resilient, and superior quality development that meets the goals of the General Plan, while providing the ability to adjust appropriately to market demands, employers, and employees needs of a 10-year build-out of the Project for the initial phase of this Project.

1.3 Authority of the PAD Plan

The legislative action of the City in the adoption of this Planned Area Development (“PAD”) is authorized under Chapter 17.50 Planned Area Development (“PAD District”) of Title 17 of the City Code. The PAD District was adopted to allow large parcels of land, under unified ownership, to accommodate large-scale, comprehensively planned developments that are rooted in best practices tailored to the unique geographical, topographic, environmental, and culture that exist in the City and the larger northeastern Arizona region. Another purpose of the PAD district is to provide a framework for innovative and high-quality development while meeting the goals of the Winslow 2024 General

Winslow Commerce & Industrial Park PAD

Plan ("General Plan") and establishing planning and development control parameters appropriate to the planned property.

The PAD district is the proposed zoning for $\pm 1,471$ acres of land located generally south of the BNSF rail line, west of AZ-87, north of the Arizona State Prison Complex Winslow ("ASPC Winslow"), and east of the Winslow Airport, illustrated in **Exhibit 1.1 – PAD Boundary** (the "Site").

The PAD provides guidance for implementing the PAD zoning for the Site in an ordered and planned manner. The adopted PAD is also the guiding principle reference for implementation and review of future boundaries that shall be governed by and built in accordance with the adopted PAD or approved amendments to the PAD. The PAD shall be the primary zoning regulation and its provisions shall be applied in their entirety.

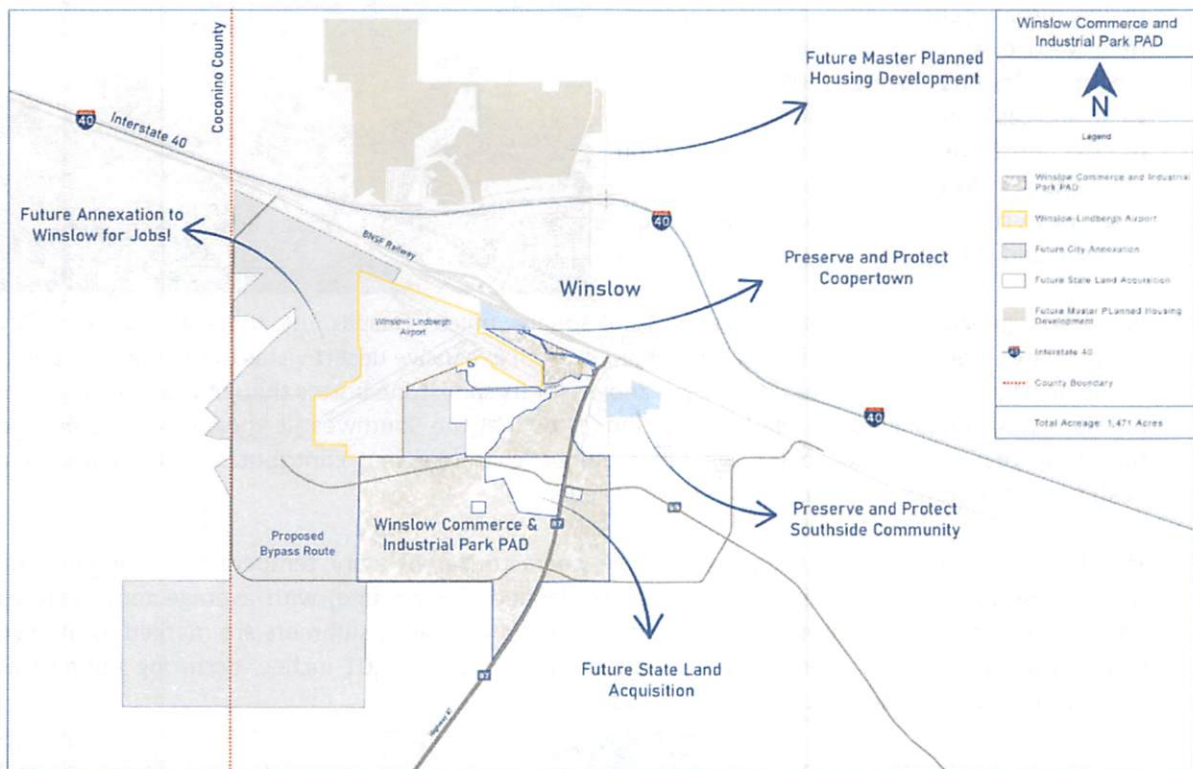


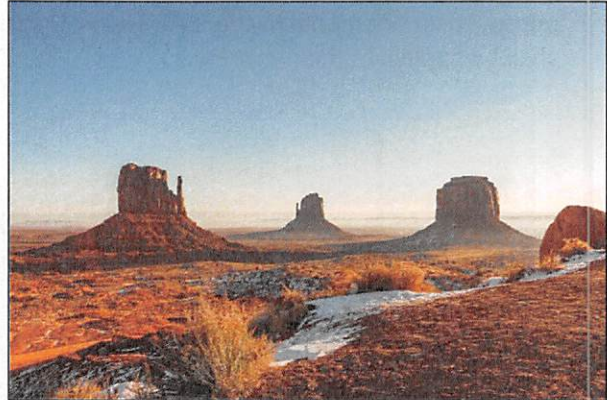
Exhibit 1.1 – PAD Boundary

2. Site & Context

2.1 Regional Context

Winslow, located in Navajo County, Arizona, holds a significant place within the Southwestern United States, nestled amidst a diverse landscape of arid plains and rugged terrain. Historically, Winslow has been a junction point along major travel routes serving as long used trading post between local Tribal nations and settlers, contributing to its cultural and economic significance within the region. The City, known in the Navajo language as Béésh Sinil, stands as a testament to the resilience and adaptability of its inhabitants.

Positioned approximately 57 miles southeast of Flagstaff, Winslow maintains close proximity to key urban centers such as Albuquerque, New Mexico, situated 240 miles to the east, Kingman, Arizona, located 205 miles to the west, and Las Vegas, Nevada, located 329 miles to the northwest. This strategic location positions Winslow as a pivotal hub within the Southwestern corridor, facilitating trade, tourism, and cultural exchange.



Winslow's geographical expanse spans 12.3 square miles. Despite its modest size, the City encapsulates a rich tapestry of natural landscapes, from expansive desert vistas to the majestic peaks of the nearby mountain ranges. The area is known for its sandstone buttes that jut dramatically from the flat valley floors, creating the famous silhouettes that the Southwest is known for. This diverse terrain serves as a backdrop for the City's unique character and contributes to its allure as a destination for outdoor enthusiasts and nature lovers.

The climate of Winslow reflects its desert locale, characterized by a dry, temperate arid climate. The region experiences a wide diurnal temperature variation year-round, with average temperatures hovering around 58 °F. Winters in Winslow are cool and dry, while summers are marked by intense heat, with the bulk of the annual precipitation, approximately 7.01 inches, occurring during this season. Snowfall, averaging 8.1 inches per season.

Winslow is emblematic of the Southwestern landscape, offering a blend of natural beauty, cultural heritage, and economic vitality. As the City continues to evolve and grow, it remains firmly rooted in its heritage while embracing the opportunities and challenges of the modern age.



Winslow Commerce & Industrial Park PAD

2.2 Existing Site Character

The Site is primarily vacant land with interspersed residential parcels, as illustrated in **Exhibit 2.1 – Aerial Exhibit**. The accessibility of the site to key transportation networks further enhances its appeal for potential development.

The connection of Highway 87 (AZ-87) and Interstate 40 (I-40), two major thoroughfares accessible from the Site, provides vital links to regional and national transportation routes. Additionally, the presence of the Burlington Northern and Santa Fe (BNSF) Southern Transcon Railway and associated rail spurs facilitates the efficient movement of goods and materials directly to the Site, further bolstering the area's connectivity and economic potential. Furthermore, the Winslow-Lindbergh Regional Airport serves as a gateway for air travel, offering convenient access to domestic destinations.

Of notable significance is the Ruby Wash Levee System, bisecting the Site. This system, situated along the banks of the Ruby Wash Diversion Channel, serves a critical function in managing water flow within the region. By intercepting and redirecting south to north flow from the Ruby, Ice House, and four unnamed washes, the levee system mitigates the risk of flooding and protects surrounding areas from water-related hazards¹. The Levee System stands as a significant north/south barrier on the Site and special consideration will be required when developing near it.

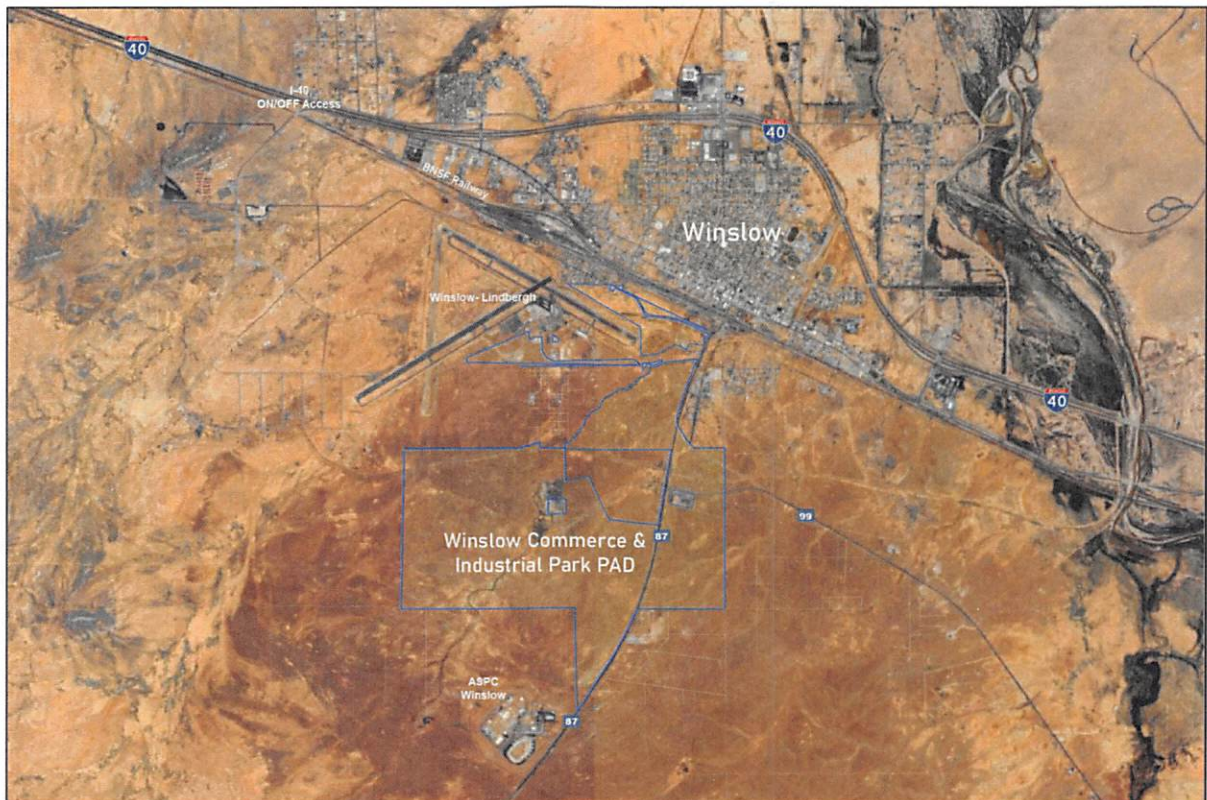


Exhibit 2.1 - Aerial Exhibit

¹ <https://www.navajocountyaz.gov/339/Winslow-Levee>

Winslow Commerce & Industrial Park PAD

2.3 Vital National Transportation Network

2.3.1 Winslow-Lindbergh Airport

The Winslow-Lindbergh Regional Airport (the “Airport”) was built in 1929 and is owned by the City. The airport serves as an important role in the transportation infrastructure of Winslow and the surrounding area. The Airport has not seen airline service since 1987. The Airport covers 900 acres at an elevation of 4,941 feet. It has two asphalt runways, measuring: 7,499 by 150 feet & 7,100 by 150 feet. These lengths are considered adequate for most medium sized aircrafts (220,000lbs).

Wiseman Aviation serves as Fixed Base Operations (“FBO”) facilities for the Airport. The U.S. Forest Service has a firefighting air tanker base located here.

2.3.2 BNSF Southern Transcon Railroad

Historically a major economic driver for the City, the railway is a major hub with multiple rail lines converging in the area. The railroad facilitates the transportation of goods and commodities, including agricultural products, minerals, consumer goods, and industrial materials to and from the region and throughout the country. The railway supports Winslow’s local industries, businesses, and economy by providing efficient freight transportation services. The railway also employs local residents in various roles, including train operations, maintenance, and logistics.

2.3.3 Interstate 40 & U.S. Route 87

Serving as vital arterials for transportation and commerce, I-40 and AZ-87 facilitate the movement of people and goods within the region and beyond by connecting Winslow to other cities, towns, and major transportation routes. The highways support various economic activities, including tourism, freight transportation and local commerce. They also provide access to attractions that contribute to the town’s tourism industry. The routes are essential for commuters, travelers, and trucking companies transporting goods across the country. Winslow’s strategic location along these highways makes it a convenient stopping point for travelers and truckers, boosting local business. The highways are integral to Winslow’s transportation infrastructure, facilitation economic growth, tourism and connectivity with neighboring communities and overall region.

2.4 Regional Drainage Patterns & Soils

The development area generally slopes to the north and north-northeast in some areas. The drainage in the area will flow north and either enter the Ruby Wash or flow east along the south side of the existing Ruby Wash Levee System toward the Little Colorado River, illustrated in **Exhibit 2.2 – Ruby Wash Diversion Levee System**. Major washes within the Site include Ruby Wash and Ice House Washes. Some existing ponding/flooding occurs along the south side of the existing levee as well as in and adjacent to the major drainage channels.

Soils are generally silty/clayey sands and are underlain by sandstone in areas.

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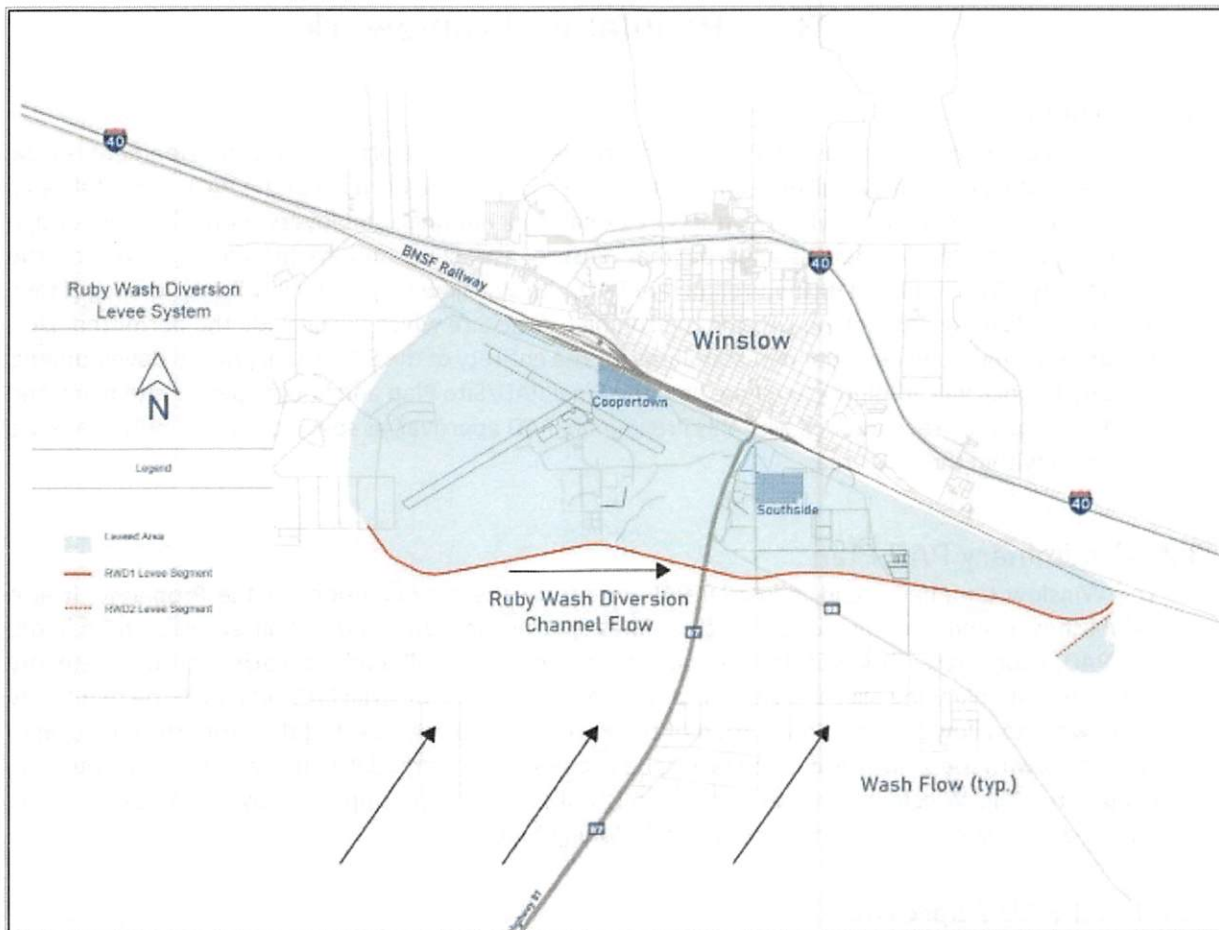


Exhibit 2.2 – Ruby Wash Diversion Levee

3. Regulatory Framework

3.1 Purpose

Winslow Commerce and Industrial Park PAD narrative establishes a planning and development review process that guides the overall development of the Property. The purpose of the PAD is to establish a unified development area which attracts regional and national employers with elevated design guidelines and development standards that ensure attractive and harmonious growth to the community. With approval of the Preliminary PAD, the Winslow City Council will take the legislative act to establish the PAD zoning, vesting the zoning for the Site which will include the permitted uses, design guidelines, and development standards for the entirety of the Site. Then, prior to development, the City Council will administratively review the Final PAD/Site Plan and adopt specific site plans and subdivision plats, in accordance with this Preliminary PAD approval, as specific development plans are proposed within the PAD area.

3.2 Preliminary PAD Plan

The Winslow Commerce and Industrial PAD sets forth the overall vision for the Property. It also establishes a Land Use Categories which defines specific land uses and permitted uses. In addition, the PAD incorporates General Development Standards that shall apply to each Land Use Category during the site planning process. The Winslow Commerce and Industrial PAD sets forth the regulatory framework to allow the implementation of the Final PAD and ensures that the Property will develop consistent with the vision described herein and evolves to accommodate the market and surrounding conditions. The Winslow Commerce and Industrial PAD shall be approved by City Council via an adopted ordinance and reflected on the City's Zoning Map.

3.3 Final PAD Approval

The Final PAD is the more detailed level of planning specific to the particular development of the Project. The Final PAD may be submitted to include either the entire Property or it may be for specific development of a single parcel within the Property so long as future phases are described in the Final PAD. The Final PAD plan shall be administratively approved by City Council if it satisfies the requirements of Ordinance Section 17.50.050.B.3, Ordinance Section 17.50.060, and the development standards and design guidelines outlined in Section 4 & 5 of this PAD. If the Property is developed in a phased manner than the subsequent Site Plan submittals shall be administratively reviewed and approved so long as they conform with the phasing plan of the approved Final PAD, satisfy the requirements of Ordinance Section 17.50.060, and meet the development standards and design guidelines outlined in Section 4 & 5 of this PAD.

Final PAD submittals shall include all information required on the preliminary PAD plan as approved by the City Council, in addition to showing the location and type of all improvements including schematic grading plans with proposed treatment of sloped retention areas; and the following explanatory, supporting details/studies:

1. A statement of development type and density, predominant building styles and features, including typical landscape features (with text, graphics, and/or photographic examples).
2. Building for recreational, employment, commercial or institutional uses.

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3. Standards including demand and capacity analyses for municipal systems including transportation, water supply, sewage disposal, stormwater containment/runoff, and other community facilities, such as schools, and public safety.
4. For phased developments, a rough projected schedule for development of the phase being submitted in the project.
5. If applicable, a list of development standards from which departure is requested stating justifications.
6. Plans and elevations indicating building types, materials, colors.

Site plans may also be submitted and approved administratively by the Zoning Administrator concurrently with the Final PAD submittal. The site plan must demonstrate compliance with the General Development Standards and design guidelines for the applicable Land Use Categories. Each submitted Site Plan shall have sufficient detail to ensure compatibility with future development within the PAD and to ensure that development will not overburden the transportation system, utility infrastructure, or community facilities. Site Plan submittal shall include within their submittal packages plans for implementing any needed offsite improvements necessary as directed by the Zoning Administrator.

3.4 General Development Standards

As part of the Winslow Commerce PAD, development regulations, standards, and criteria which are applicable to development of the Project, are contained within the General Development Standards which include the Land Use Category standards, design guidelines, street standards, landscaping standards, stormwater drainage and retention standards, parking and loading standards, lighting standards, and sign standards. Any and all development activities which occur at the Project are governed by and must be in compliance with the General Development Standards. The General Development Standards set forth in the PAD shall replace all zoning ordinance development standards, design guidelines, as well as any further modifications or new development standards or design guidelines. The General Development Standards outlines within the PAD are intended to be flexible in order to provide minimum development standards as well as alternatives procedures to allow for the application of unique and creative approaches to the development of property with the goal of creating a high-quality environment that is responsive to changing and evolving conditions. The General Development Standards are intended to provide for the integration of a wide variety of private and public uses in relatively close proximity to each other and will guide development of the Property in a manner that achieves the overall vision for the Winslow Commerce PAD.

3.5 PAD Amendments

Amendments to the Winslow Commerce PAD may be necessary from time-to-time, as new property is assembled and combined with this initial phase of the PAD and may be requested by the Master Developer or the owner of property located within the Winslow Commerce PAD boundary. Amendments requested by a property owner, other than the Master Developer, shall provide documentation that notice of such a request has been provided to the Master Developer.

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The Zoning Administer shall determine if the proposed amendment constitutes a major or minor amendment to the PAD using the below guidance. If the Zoning Administer determines an amendment to be major, the amendment requested shall be processed as an amendment to the PAD District as required by Chapter 17 Section 50.070.D of the City Code.

1. **Major Amendments:** An amendment will be deemed major if it involves any one of the following:
 - a. An increase in the PADs total acreage.
 - b. Any changes to the permitted use list, as determined by the Zoning Administrator.
 - c. A 51% change (increase) in the GFAR.
2. **Minor Amendments:** Amendments not meeting one or more of the criteria listed as a major amendment shall be considered minor. In the case of Minor Amendments, the Zoning Administrator shall administratively act on the amendment within standard review times set forth in the Zoning Ordinance.
3. **Clarifications and Interpretations:** The Zoning Administrator must administratively review and approve clarifications and interpretations not otherwise addressed in the Winslow Commerce PAD. A decision by the Zoning Administrator can only be appealed by the Applicant to the City Council which should be scheduled to be heard on the next available City Council agenda, or within a reasonable time period as determined by the Zoning Administrator.

3.6 Project Governance

Governance of the Property is based on a foundation of recorded covenants and restrictions (the "Covenants") which will bind all present and future owners within the Property. The Covenants are intended to preserve, continue and maintain the character of development of the Property with its special characteristics and environment. The Covenants are also intended to establish a comprehensive plan for and uphold the quality of all future architecture, development, and land uses within the Property and are intended to create a developmental culture of the highest quality land use and development. In addition to containing the standards and guidelines for development, operation, use, and maintenance of various areas within the Property, associations and other entities will be established to vest governance roles and responsibilities in ways and at levels most appropriate to accomplishing the community objectives and development vision for the Property.

In the event of a change in the Master Developer as defined in this document, there shall be a public meeting with the City Council at which the new Master Developer shall describe how the vision in the PAD will continue to be implemented.

The Master Developer will ensure that all CC&R's and other governance documents applicable to the Property contain, at a minimum, the following provisions to ensure that high quality development occurs on the Property:

1. A provision that all subsequent purchasers must comply with the Winslow Commerce PAD and any approved and applicable Site Plans.

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2. A provision that requires property owners to obtain written approval from the Master Developer to proceed with City processes before submitting any development application with the City.

3.7 Infrastructure Master Plans

Comprehensive and detailed Infrastructure Master Plans for water, sewer, utilities, and streets are essential to ensuring this Project meshes with the existing City and infrastructure. The Master Developer shall submit for approval to the Zoning Administrator the forementioned plans as outlined in steps one (1) through five (5) below. Infrastructure Master Plans may be submitted in a phased manner with no minimum on planning area size so long as the intent of this subsection is met. Site plan submittals may run concurrently with this process.

The issuance of building permits is contingent upon the submission and approval of these Infrastructure Master Plans, ensuring that all necessary infrastructure provisions are in place to support the proposed development. The following steps outline the requirements and procedures:

1. **Initial Submission:** The Master Developer is required to submit detailed Infrastructure Master Plans for water, sewer, utilities, and streets concurrent with or prior to the issuance of building permits. These plans should adhere to established guidelines and standards set forth by this Winslow Commerce PAD.
2. **Review:** Upon receipt, the submitted Infrastructure Master Plans undergo thorough review and assessment by relevant municipal departments and regulatory agencies. This evaluation aims to verify compliance with zoning regulations, environmental guidelines, and infrastructure standards.
3. **Approval Process:** Following a comprehensive review and any necessary revisions, the Infrastructure Master Plans are presented for formal approval by the Zoning Administrator. Approval signifies acknowledgment of compliance with regulatory requirements and readiness to proceed with pulling applicable permits.
4. **Implementation:** Upon approval, developers are authorized to proceed with the implementation of the Infrastructure Master Plans in accordance with the proposed plans. This may involve construction activities, installation of utilities, and infrastructure enhancements as outlined in the approved plans.
5. **Amendments:** In the event that modifications or amendments to the approved Infrastructure Master Plans are deemed necessary, the Master Developers is required to initiate an amendment process. Any proposed amendments must undergo the same outlined process for review and approval unless determined to be minor by the Zoning Administrator.

3.8 Conceptual Phasing

The envisioned development and revitalization of the Property are expected to unfold gradually over a timeframe spanning three (3) to up to forty (40) years for the entire envisioned $\pm 3,700$ -acre development, with initial activities slated to commence in the northern portion of the Property, particularly around the airport. Phases of construction for infrastructure, public facilities, and

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community amenities will be delineated and implemented in coordination with the City. Infrastructure improvements will be tailored to accommodate planned development, with provisions for potential expansion to accommodate future development needs. The final scope of improvements will be determined based on the actual progression of development activities.

3.9 Appeals

Any decision made by the Zoning Administrator or City Engineer may be appealed to the City Council upon written request by the Applicant. The City Council and City staff shall use their best efforts to hear the appeal on the next available agenda, depending on the complexity of the appeal.

4. Land Use Categories & Standards

4.1 Land Use Map

The Land Use Map, attached hereto as **Exhibit 4.1 – Land Use Map**, shall govern the land uses on the Site to ensure industrial development is located away from urban centers. Currently, the Land Use Map only contemplates Industrial and Commerce Park land uses, defined below, however, additional Land Uses may be added to the map, either as additional property is added to the Site in the future, or through the amendment process to this Winslow Commerce PAD as outlined in Section 3.7.2 of this PAD Document.

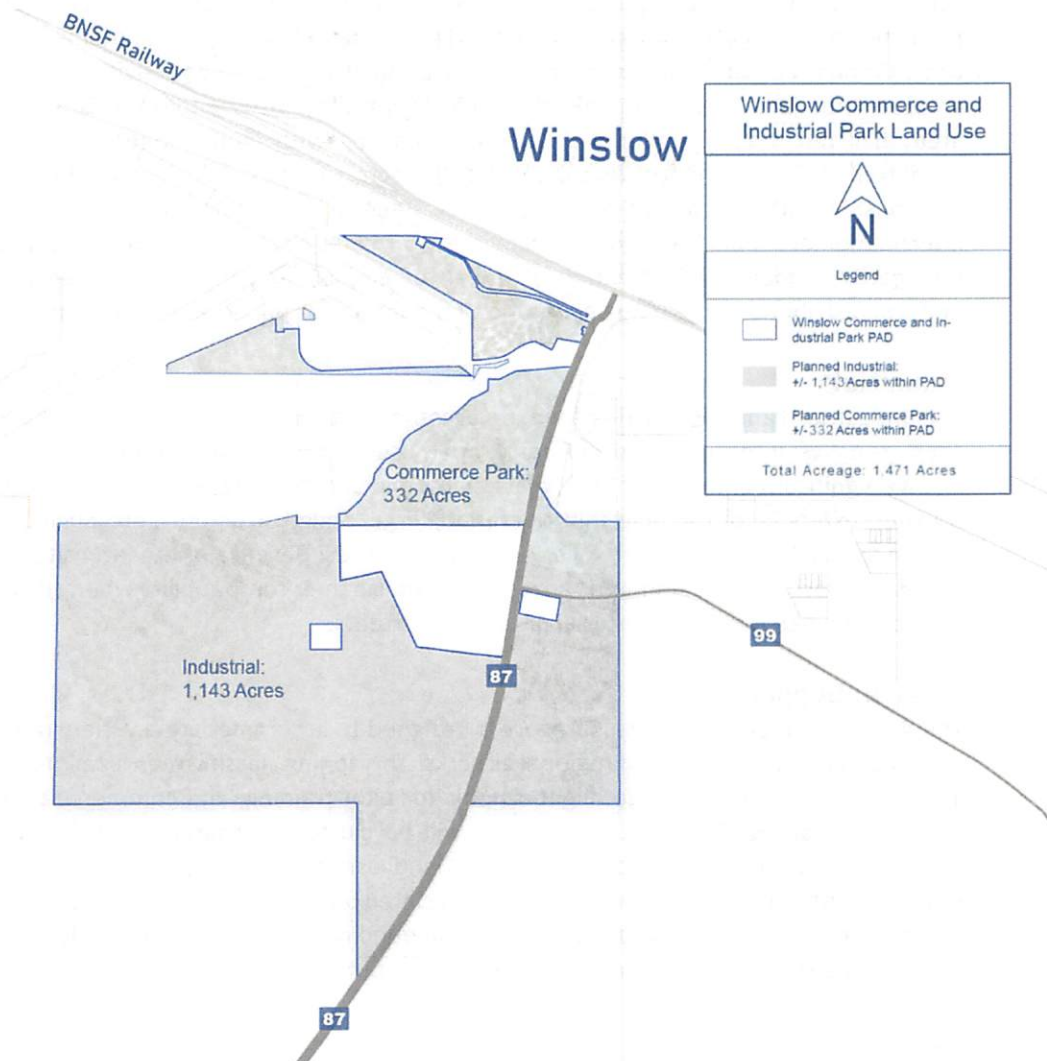


Exhibit 4.1 – Land Use Map

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4.2 Land Use Categories

Land Use Categories and Standards shall apply to land uses as defined below. The Land Use Categories are intended to ensure appropriate uses, development standards, and design guidelines are administered during site planning. The intended Land Use Category should be indicated on any plans submitted to the City for approval. If clarification is required for what Land Use Category a Permitted Use falls within, the Master Developer shall submit justification to the Zoning Administrator for review and approval.

Commerce Park:

This Land Use Category is designed to provide locations for commerce, service, and employment activities which locations and site improvements are built such that a desirable appearance is projected toward public streets and such that compatibility can be maintained with adjacent land uses. Commerce Park establishes suitable locations for a range of activities, it is also desirable to provide some locations for an individual industrial facility. Uses within the Commerce Park land-use area shall be primarily indoors or within a building with limited outdoor accessory uses being permitted. This type of facility, when of a character offering a high quality can bear a symbiotic relationship with nearby residential districts. Benefits from such an association may include: an interrelation of support services and activities, a broader available pool of employment opportunities for nearby residents, minimization of travel for employees within nearby residential areas, more uniform distribution of revenue generation for support for public and educational services.

Industrial:

The Industrial Land Use is designed to accommodate uses with one or more of the following characteristics: intensive use of property; open uses and/or storage; industrial processes which may involve significant amounts of heat, mechanical and chemical processing, large amounts of materials transfer, extended or multiple shift operation, large, scaled structures, etc. Such uses often function best in association with other similar or supportive uses. Because of the intensity and characteristics of this use class, specific standards are set to maximize their compatibility when adjacent to residential districts or when located on arterial or collector streets.

Aviation Support:

The Aviation Support Land Use Category is designed to accommodate a variety of uses crucial to the operation and development of regional airports. This zoning classification is tailored for activities such as hangars for aircraft storage, flight schools for pilot training, and commerce park uses related to aviation industries. Aviation Support uses will be clustered around the Winslow Regional Airport because of the importance of siting these land use activities together to maximize operational efficiency and support the growth of aviation-related businesses. Specific standards within this zoning category aim to ensure compatibility with surrounding land uses, particularly in areas adjacent to residential districts or along major transportation routes.

Commercial:

This Land Use Category is designed to accommodate a range of commercial uses to provide designated areas for a diverse range of retail, service, and office activities aimed at meeting the needs of local residents, workers, and visitors. The Commercial land use designation facilitates the development of mixed-use buildings, shopping centers, restaurants, offices, and other establishments that cater to the needs of the existing population and new industry and residents. Commercial Land Uses are

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envisioned to be collocated within the Commerce Park Land Use and any standalone Commercial Subdistrict should be planned along Highway 87.

Multifamily:

The purpose of the multi-family residence land use is to provide for alternate living styles including rental, condominiums and single ownership of land with multiple units thereon or single or attached townhomes. The density ranges offered are intended to allow for a greater interaction of residents with at least the opportunity for less individual maintenance, unit cost, and size as compared with a conventional single-family residence. Multifamily Land Uses are permitted in the Commerce Park as a means to provide workforce housing or employee/general lodging near employment centers.

Lodging:

The Lodging Land Use Category is designated to accommodate a variety of temporary residential options aimed at meeting the needs of travelers, tourists, and temporary residents, especially the railroad industry. This land use designation facilitates the development of establishments such as hotels, motels, inns, and bed and breakfasts, providing convenient and comfortable accommodations for visitors to the area. To ensure strategic placement, developments within this category must be situated in appropriate locations such as near commercial corridors, transportation routes, or airport facilities. Lodging Land Uses are permitted in the Commerce Park as a means to provide workforce housing or employee/general lodging near employment centers.

Utility:

The Utility Land Use Category serves as a designated area for the development and operation of essential infrastructure necessary for the provision of electricity, water, gas, telecommunications, and emerging renewable energy sources such as solar power and hydrogen production facilities. This land use classification recognizes the critical role of utilities in supporting the functioning and sustainability of modern communities. It facilitates the establishment of power generation facilities, substations, water treatment plants, distribution centers, and telecommunications infrastructure required to meet the growing demands of residential, commercial, and industrial consumers.

4.3 General Development Standards

General Development Standards for each Land Use Category can be found in **Table 4.1 – General Development Standards for Land Use Categories**. Additional Site wide applicable Development and Design Standards can be found in Sections 5.

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Table 4.1 – General Development Standards for Land Use Categories

Standard/ Land Use	Multifamily	Lodging	Commercial	Commerce Park	Industrial	Aviation Support	Utilities
Max. Height	50'	50'	50'	60'	60'	60'	50'; No Standard for poles, transmission lines, and substations.
Min. Parcel Size	2 Acres	N/A	N/A	N/A	N/A	N/A	N/A
Min. Density	10	10 Keys Per Acre	N/A	N/A	N/A	N/A	N/A
Min. Lot/ Parcel Width/ Depth	50'	50'	50'	75'	100'	50'	No Standard
Building Setbacks, min. – Front Yard	20'	20'	20'	25'	25'	5'	10'
Building Setbacks, min. – Any Yard Adjacent to a Residential Zone	20'	20'	20'	100'	100'	50'	100'
Building Setbacks, min. - Rear	15'	10'	10'	10'	10'	5'	10'
Building Setbacks, min. – Side	5'	10'	10'	10'	10'	5'	10'
Interior Side Yard, min.	0'	0'	0'	0'	0'	0'	0'
Ground Floor Area Ratio (Min.-Max.)	N/A	N/A	N/A	.2-.45	.2-.45	.2-.45	N/A
Parking Min.	Per Ordinance Code Section 17.84.010	Per Ordinance Code Section 17.84.010	Per Ordinance Code Section 17.84.010	Per Ordinance Code Section 17.84.010	Per Ordinance Code Section 17.84.010	Per Ordinance Code Section 17.84.010	No Standard

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Loading	No Standard	No Standard	If Use is Adjacent to Residential Use or Zone, Loading Must Be Oriented Away From Shared Property Line	If Use is Adjacent to Residential Use or Zone, Loading Must Be Oriented Away From Shared Property Line	If Use is Adjacent to Residential Use or Zone, Loading Must Be Oriented Away From Shared Property Line	No Standard	No Standard
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Height Provisions: The building height limitations of this Planned Area Development (PAD) shall not apply to church spires, signs, belfries, cupolas, domes, monuments, water towers, chimneys, flues, vents, flagpoles, radio and television towers, fire lookout towers, or airway beacons; nor to any water tank, bulkhead, elevator, or stairway penthouse, or similar structure used solely as auxiliary space for equipment and machinery of the mechanical, electrical, or utility systems of the building, provided that these structures do not occupy more than twenty-five percent of the roof area.

For Industrial Land Uses:

- Building height may be increased by one (1) foot for every additional three (3) feet of horizontal setback beyond the minimum required setback, up to a maximum height of 120 feet. To achieve this, a viewshed analysis must be provided during Site Plan approval to ensure Design Standards are met.
- A maximum height of 120 feet is permitted if not within 500 feet of residential uses/zones, ecological reserves, cultural sites, sensitive areas like the Southside or Coopertown neighborhoods, or within designated airport influence areas.
- The total setback must be at least three (3) times the height of the building to achieve the maximum height of 120 feet.
- All site plan approvals are conditioned upon receiving an FAA Determination of No Hazard approval via Form 7460-1 to ensure that flight paths are not impacted.

For Multifamily and Commercial Land Uses Adjacent to Residential Zones:

- Building height may be increased by one (1) foot for every additional one (1) foot of horizontal setback beyond the minimum required setback, up to a maximum height of 75 feet.
- A maximum height of 60 feet is permitted if within 500 feet of residential uses, ecological reserves, cultural sites, sensitive areas like the Southside or Coopertown neighborhoods, or within designated airport influence areas.
- The total setback must be at least three (3) times the height of the building to achieve the maximum height of 75 feet.
- All site plan approvals are conditioned upon receiving an FAA Determination of No Hazard approval via Form 7460-1 to ensure that flight paths are not impacted.

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4.4 Permitted Uses

Permitted Uses for each Land Use Category can be found in **Table 4.2** – Permitted Uses for PAD.

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Table 4.2 – Permitted Uses for PAD		
<i>P = Permitted Blank = Not Permitted</i>		
	Commerce Park	Industrial
Residential		
Assisted Living Facility	P	
Boarding House	P	
Home Occupation	P	
Live/Work Unit	P	
Multifamily	P	
Manufactured Home	P	
Temporary Housing	P	
Lodging		
Hotel	P	
Resort	P	
Office		
Business Centers	P	
Hospitals/Clinics	P	
Medical/Dental Offices	P	
Office	P	
Research & Development	P	
Retail		
Automotive Sales	P	P
Automotive Services	P	P
Bank/Financial Institutions	P	P
Building Materials/Big Box	P	P
Car/Truck Maintenance	P	P
Commercial Parking	P	P
Drive Through	P	P
Farmer Market	P	P
Food & Beverage Sales	P	P
Funeral Parlor/Home	P	P
Gas Station	P	P
Liquor Selling Establishment	P	P
Medical Marijuana Dispensary and/or Marijuana Establishment	P	P
Recreational Vehicle Storage	P	P
Restaurant	P	P
Retail	P	P
Self-Storage	P	P
Education		
College; Higher Education; May include satellite classrooms for onsite training/education.	P	P
Trade School	P	P

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Training Facilities and Campuses	p	p
Industrial		
Air Conditioning Equipment, Fabrication	P	P
Aircraft Fabrication and Assembly	P	P
Aircraft firms including sales, service and rental	P	P
Aircraft Sales and Repair	P	P
Aircraft Storage, Including Hangar Facilities	P	P
Aircraft, bus and commercial trucks, repair and service	P	P
Airports, runways/airstrips, helipads/heliports	P	P
Ammunition, commercial loading	P	P
Amusement park or other outdoor recreation facility		P
Animal Boarding, Breeding and Hospitals	P	P
Any other office, laboratory, manufacturing and assembling uses similar to those uses enumerated herein	P	P
Any other office, laboratory, manufacturing and assembly uses similar to those uses enumerated herein	P	P
Apiaries	P	P
Art needlework, handweaving and tapestries	P	P
Artificial Limbs, Manufacturing	P	P
Asbestos Products, Wholesale and Storage	P	P
Auctioneers	P	P
Auctioneers' Auditorium, other than livestock	P	P
Automobile Radiator Shops	P	P
Automobile Rental and Leasing	P	P
Automobile, Body and Fender Shops	P	P
Automobiles: Parts and Supplies (used); Salvage; Storage-Dead (warehouse)		P
Bakeries, wholesale	P	P
Bank Vault Storage	P	P
Basic compounding and processing of food and agricultural products	P	P
Basic compounding and processing of raw materials	P	P
Battery Repair	P	P
Belting, Manufacturing	P	P
Belting, Repair	P	P
Beverages, Bottling	P	P
Blacksmiths		P
Bleach Blending		P
Boat, Manufacturing	P	P
Boats, Custom Fabrication	P	P
Boilers, Repairing	P	P
Boilers, Retail Sales	P	P
Books, hand binding and tooling	P	P
Bottled or containerized fuel, storage, distribution, and retail sales.		P

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Bottles, Wholesale	P	P
Bottling plants or breweries	P	P
Boxes, Sales and Manufacturing	P	P
Branch Offices for Financial Institutions	P	P
Breweries, Micro*	P	P
Breweries, Large Scale – Require City Council Approval*	P	P
Brick Storage	P	P
Brooms, Mtg.	P	P
Brushes, Manufacturing	P	P
Building Contractors: Equipment and Material; Storage	P	P
Building Materials, Wholesale and Storage	P	P
Bus line depots with repair and light maintenance		P
Bus Line Depots with repair and light maintenance, including washing facilities		P
Bus Line Shops, Garage Repair	P	P
Butane Distributors (subject to approval by Fire Prevention Supervisor)		P
Butter and Cheese, Manufacturing	P	P
Button Manufacturing, Metal, Plastics	P	P
Cabinet Makers	P	P
Camper Sales, outdoor storage not permitted adjacent to residential uses or zones.	P	P
Candle, Manufacturing	P	P
Candy, Manufacturing	P	P
Canvas Goods, Fabrication	P	P
Canvas, Manufacturing	P	P
Car Wash	P	P
Carbide Sales and Distribution	P	P
Carbonic Gas Sales and Storage	P	P
Carbonic Ice Bulk Sales and Distribution	P	P
Carbonic Ice, Manufacturing	P	P
Carpenters' Shops	P	P
Carpets and Rugs, Wholesale, Warehouse and Manufacturing	P	P
Caskets, Manufacturing	P	P
Cat, Dog and Large Animal Hospital	P	P
Cement Products, Manufacturing (pipe, blocks, etc.)		P
Cement Storage	P	P
Cemeteries		P
Cesspool Builders and Service: Equipment Yard	P	P
Chocolate and Coca Products, Manufacturing	P	P
Computer Chip Manufacturing and all associated ancillary uses	P	P
Cigarette Manufacturing		P
Cigars, Manufacturing, Machine Rolled	P	P

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Circuses and Carnivals	P	P
Cleaning Compounds Storage	P	P
Cleaning plants, including carpets and dyeing		P
Clothing Manufacturing	P	P
Coffee Roasting		P
Cold Storage, No Slaughtering	P	P
Commercial Radio or Television Tower or Transmitting Station	P	P
Commercial storage, or impoundment	P	P
Compounding of cosmetics and pharmaceutical products	P	P
Concrete Contractors, Storage Yards		P
Concrete Products, Manufacturing		P
Concrete Products, Storage	P	P
Concrete, Retail Sales (outdoor sales not permitted in Commerce Park)	P	P
Construction equipment, including sales, service, rental and storage		P
Contractor yards and shops		P
Contractors Equipment and Supplies, Storage	P	P
Copy and Reproduction Center	P	P
Corsets and Brassieres, Manufacturing	P	P
Cranes, Storage Yard		P
Crematorium	P	P
Crockery, Manufacturing	P	P
Crop Dusting Equipment Yards		P
Dairy Products Manufacturing	P	P
Dairy products, processing		P
Data Centers*†‡	P	P
Day Labor Hiring and Transportation Centers	P	P
Decoration, Workshop and Equipment Yard	P	P
Department Stores Warehouse	P	P
Desks, Manufacturing	P	P
Development of earth products, clay, coal, gas, gravel, minerals, sand, stone and topsoil		P
Diesel Engines Service, Equipment and Supplies (not manufacturing)	P	P
Disinfectants, Storage and Wholesale	P	P
Display Designers and Builders' Shops	P	P
Distillers, Distribution, Warehouse	P	P
Doors, Metal, Manufacturing	P	P
Doors, Sash and Trim, Wood, Manufacturing	P	P
Drilling Company Equipment Yards		P
Drive-in Restaurant	P	P
Drive-in Theatre	P	P
Drugs, Manufacturing	P	P

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Electric Light and Power Companies, Storage (indoor only in Commerce Park)	P	P
Electric Plating	P	P
Electrical Appliances, Manufacturing	P	P
Electrical Appliances, Wholesale	P	P
Electrical Contractors' Shops	P	P
Environmental Remediation Facility		P
Equipment, Rentals		P
Experimental and proving grounds		P
Express Companies, Warehouses and Garage	P	P
Extensive outside uses		P
Exterminating and Fumigating Warehouse	P	P
Farm Implements and Machinery Assembly	P	P
Feed and Seed, Wholesale and Storage	P	P
Fences, Metal Fabrication, Mfg.		P
Fences, Metal, Wholesale and Storage	P	P
Fertilizers, Processed, Storage Only		P
Firewood, Storage (indoor only in Commerce Park)	P	P
Fish, Wholesale	P	P
Floor Refinishing, Contractors' Shop	P	P
Flour and Grain Storage and Elevators		P
Food Processing, Wholesale	P	P
Food Products, Warehouse	P	P
Freight Depot	P	P
Freight Forwarders' Warehouses	P	P
Freight Yards §	P	P
Frozen Foods, Processing	P	P
Fruit and Vegetable Juice, Processing	P	P
Fruit and Vegetable Market, Wholesale	P	P
Fruits and Vegetables, Processing	P	P
Fuel Distributing Station, Gasoline (bulk plant)	P	P
Furnaces, Cleaning and Repairing Shop	P	P
Furniture Manufacturing, Metal, Wood	P	P
Furniture, Wholesale and Storage	P	P
Gardens and community gardens	P	P
Garment Factory	P	P
Gasoline, Bulk Storage Tanks		P
Golf or Baseball Driving Range	P	P
Governmental facilities and uses	P	P
Grain Elevator	P	P
Grocers, Wholesale and Warehouse	P	P
Hardware, Wholesale	P	P
Hay and Straw, Sales, Storage	P	P

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Heating and Ventilating Equip., Storage	P	P
Heavy equipment repairs		P
Heavy Industrial Assembling		P
Heavy Industrial Compounding		P
Heavy Industrial Manufacturing		P
Heavy Industrial Processing and Treatment		P
Heavy industrial Scientific Research		P
Hotel Equipment, Assembly and Custom Fabrication	P	P
House Movers, Equipment Storage Yards	P	P
Ice Cream, Manufacturing	P	P
Ice, Manufacturing	P	P
Imported Goods, Warehouse	P	P
Industrial agricultural activities		P
Ink, Compounding, Packaging, Storage	P	P
Insecticides, Storage and Distribution		P
Insulation Materials, Storage and Wholesale	P	P
Insulation, Contractors' Equipment Yards		P
Iron, Custom Decorative Wrought Iron Shops	P	P
Jewelry, manufacture from precious metals and minerals	P	P
Laboratories, experimental, photo or motion picture, research or testing, and Marijuana Testing Facilities	P	P
Laboratories, research, experimental and testing, and Marijuana Testing Facilities	P	P
Landscape Contractors		P
Linoleum Storage	P	P
Livestock Supplies, Storage and Wholesale	P	P
Lubricating Compounds, Storage	P	P
Lumber		P
Lumber, Cabinet Shop	P	P
Lumber, Used and Wholesale	P	P
Machine Tools, Storage	P	P
Machine Shops	P	P
Machinery Rentals, other than industrial		P
Machinery Used, Storage		P
Manufacture and assembly of clay, leather, metal and glass products of a handicraft nature	P	P
Manufacture and assembly of electrical or electronic apparatus, musical instruments, games and toys	P	P
Manufacture and assembly of medical, dental and drafting instruments	P	P
Manufacture and assembly of optical goods and equipment, watches, clocks.	P	P

Winslow Commerce & Industrial Park PAD

Manufacture of pottery and figurines or other similar ceramic products		P
Manufacturing; uses not otherwise permitted	P	P
Manufacturing and wholesale operations	P	P
Manufacturing or assembly of electrical appliances	P	P
Manufacturing, compounding, assembling or treatment of articles or merchandise	P	P
Manufacturing, compounding, assembling, processing, packaging or treatment of products	P	P
Marijuana establishments and testing facilities	P	P
Massage Establishments as a Primary Use	P	P
Matches, Wholesale and Storage	P	P
Mattresses, Manufacturing	P	P
Meat and Fish Wholesale Market	P	P
Meat Packing and Smoking (no slaughtering except rabbits and poultry).	P	P
Meat, Storage and Wholesale	P	P
Medical marijuana cultivation facility	P	P
Medical marijuana infusion (or manufacturing) facility	P	P
Medical marijuana cultivation	P	P
Medical marijuana dispensary	P	P
Medical marijuana infusion production facility	P	P
Mexican Food Preparation, Wholesale	P	P
Milk Bottling Plant		P
Millwork (woodworking) Manufacturing	P	P
Mining Machinery Supplies, Display and Retail Sales	P	P
Mining Machinery, Wholesale Storage	P	P
Mobile Home Sales		P
Mobile Vendors	P	P
Monument Works, no outdoor sandblasting	P	P
Motion picture producing	P	P
Motor Freight Co., Warehouses	P	P
Motor Freight Company Garages		P
Motor Repairing and Rewinding, Transformers, Generators, Heavy Duty	P	P
Movers, Warehouses	P	P
Neighborhood Collection Center	P	P
Neighborhood Collection Center	P	P
Nonprofit medical marijuana dispensary	P	P
Notions, Manufacturing and Wholesale	P	P
Office Furniture, Manufacturing	P	P
Office Furniture, Storage and Warehouse	P	P

Winslow Commerce & Industrial Park PAD

Oil, Fuel, Bulk Storage (subject to approval by Fire Prevention Supervisor)		P
Ornamental Metal Work, Custom Hand, Fabrication		P
Packing houses, fruit or vegetable not including processing	P	P
Paint and Varnish, Bulk Storage, Warehouse		P
Paper Products, Wholesale and Storage	P	P
Pattern Shop	P	P
Paving Contractors' Equipment Storage		P
Paving Materials Storage Yard		P
Perfumes, Compounding, Packaging, Storage	P	P
Pet Care Facility	P	P
Petroleum Products, Packaging and Storage		P
Pharmaceutical Products, Compounding, Packaging, Storage		P
Pickled Products, Manufacturing	P	P
Pipe, Concrete, Manufacturing	P	P
Pipe, Concrete, Storage		P
Pipe, Fittings, Storage and Wholesale	P	P
Pipe, Metal, Storage		P
Pipe, Used, Storage and Sales		P
Planing Mills	P	P
Plant Nursery	P	P
Plaster, Wholesale and Storage	P	P
Plasterers, Contractors' Yards		P
Plastic and Plastic Products Manufacturing	P	P
Plating and Polishing Shops	P	P
Plating Works, Precious Metals	P	P
Plumbers' Shops	P	P
Plumbing Fixtures and Supplies, Wholesale and Storage	P	P
Potato Chip Manufacturing	P	P
Poultry Slaughtering		P
Poultry Supplies Wholesale and Storage	P	P
Printers' Equipment and Supplies, Wholesale	P	P
Produce (Garden), Wholesale	P	P
Produce Packing Plants	P	P
Produce, Warehouse	P	P
Public Utility Plants	P	P
Pumps, Repairing and Rental	P	P
Quarters for caretakers or watchmen.	P	P
Quick Freeze Plant		P
Quarters for caretakers or watchmen.	P	P
Quick Freeze Plant		P
Rabbit Slaughtering		P

Winslow Commerce & Industrial Park PAD

Radio and television broadcasting stations and studios, but not including transmitter towers	P	P
Radio Equipment, Assembling	P	P
Research and Development		P
Recycling Center		P
Recycling Facilities		P
Refrigerators, Wholesale, Storage	P	P
Religious Missions, including charity dining halls	P	P
Restaurant Equipment Service and Repair Shop	P	P
Restaurants, Bars and Cocktail Lounges	P	P
Road Building Equipment, Storage Yard		P
Rodeo/roping arenas.	P	P
Roofing Material, Storage and Sales	P	P
Salvation Army Welfare Activities	P	P
Scaffolds, Equipment Storage		P
Scales, Commercial Weighing	P	P
Screens, Doors and Windows, Manufacturing	P	P
Self-Service Storage Warehouses	P	P
Septic Tanks, Contractors, Construction		P
Sewer Pipe, Manufacturing, Concrete	P	P
Sewer Pipe, Storage	P	P
Sheet Metal Work, Custom Fabrication		P
Sheltered Workshops	P	P
Shirt Factory	P	P
Shooting Gallery	P	P
Sign Shops, Any Type	P	P
Skating Rinks	P	P
Soaps, Compounding, Packaging, Storage	P	P
Soaps, Detergent Bleach Manufacturing	P	P
Soda Water Manufacturing	P	P
Spraying Supplies, Equipment Yard		P
Storage Warehouse	P	P
Storage Yards, Bulk Material		P
Storage Yards, Equipment		P
Stoves and Ranges, Wholesale Storage	P	P
Tattoo Shops	P	P
Temporary construction administration offices/yard complex	P	P
Termite Control Contractor Shops	P	P
Terrazzo Contractor Shops	P	P
Tile Manufacturing Decorative	P	P
Tile Manufacturing, Structural	P	P
Tire Repairing and Recapping	P	P
Toiletries, Compounding, Packaging, Storage	P	P

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Tools and Hardware, Manufacturing	P	P
Toys, Fabrication	P	P
Trailer Rental		P
Trailer Sales		P
Trailers, Assembly and Manufacturing	P	P
Training centers, industrial.	P	P
Transfer Business	P	P
Travel Trailer Sales	P	P
Truck Freight Movers	P	P
Truck terminals, including service and storage		P
Used and New Car Sales	P	P
Vegetable Market, Wholesale	P	P
Wallboard, Wholesale and Storage	P	P
Warehousing, storage and wholesale distribution facilities	P	P
Warehousing, storage and wholesale distribution facilities		P
Water Based or Water Emulsion Type Paint Only, Manufacturing	P	P
Welding Shop		P
Welding, Equipment and Supplies Storage	P	P
Wholesale Produce Storage or Market, Commercial	P	P
Wholesaling and warehousing	P	P
Wine Bottling	P	P
Wireless Communication facilities	P	P
Wood Products, Manufacturing Bulk	P	P
Woodworking, Equipment, Wholesale	P	P
Wrecking Contractors' Yards		P
Utility		
Battery Energy Storage System	P	P
Hydrogen Production/Distribution		P
Natural Gas Power Generation		P
Public utility treatment and generating plants	P	P
Railyard / Rail Support	P	P
Solid Waste Transfer Stations		P
Storage (Outdoor), Utilities		P
Substations	P	P
Utility Scale Solar		P
Water Storage Tanks	P	P
Water Treatment Facility		P
Wind Farm		P

Winslow Commerce & Industrial Park PAD

Additional Requirements

* = Utility Depend Study required prior to Site Plan Approval. Defined as a preliminary water and wastewater demand & generation report. If the Utility Demand Study finds that any use will require greater than 20% of the City of Winslow's current water supply, then one of the two following options shall occur: 1) the City shall require a Conditional Use Permit be granted for the data center per Chapter 17.68 of the Zoning Ordinance or 2) the Master Developer may install water infrastructure and/or purchase water rights to meet the forecast demand.

† = Noise Study required prior to Site Plan Approval.

‡ = Data Centers may not be constructed on the ±1,200 acres originally purchased from the City of Winslow

§ = Freight Yards may be developed as a stand alone use up to 199 acres in gross acreage. Any Freight Yard developed over 199 acres must be associated with a manufacturer or other end user.

5. Design Guidelines

5.1 Introduction & Purpose

The Master Developer intends for the Project to be high-quality through the use and enforcement of site wide design guidelines intended to create a harmonious development that is attractive for industrial and commerce park businesses and to the City.

These guidelines are intended to promote good design that is responsive to its contextual setting. The guidelines outline the City's expectations with regard to the design of industrial, commerce, aviation support, and commercial retail establishments and are intended to assist residents, applicants, decision-makers, and staff in the consistent development, review, and consideration of new development.

5.2 Building Placement & Site Layout

1. The primary building shall be well coordinated with vehicular access and associated parking areas.
2. Buildings shall relate to the street in a relatively consistent manner as much as is practical to support a cohesive experience throughout the overall planning area while allowing for sufficient variation between each land use group.
3. Design elements shall be incorporated to create a heightened sense of detail at site entrances and building entrances. These design elements shall be apparently consistent within each land use group and relatively consistent throughout the overall planning area to create a cohesive appearance.
4. Building placement and site layouts shall promote visibility and efficient access to employment uses while providing a reasonable balance of landscaped areas.
5. Buildings shall consider their relationship to the surrounding uses with regards to building placement, orientation, and design vernacular.
6. The site layout shall take into consideration the location of retention areas and the ability to provide landscaped open spaces for employees, guests, or other visitors.
7. Multi-story buildings shall be placed to limit their visual presence to adjacent residential areas.
8. Where parking is located adjacent to arterial streets, it shall be screened by a low screen wall (min. 2', max 4') and/or landscaping.
9. Building placement and orientation shall support an appropriate relationship to surrounding uses. Where there is a substantial difference in scale, height, or land use intensity, open space and landscape buffers should be located between the proposed building(s) and surrounding uses.

Winslow Commerce & Industrial Park PAD

10. Service entrances shall be located to avoid disturbing the reasonable enjoyment of on-site and off-site uses. Service entrances should be screened with screening walls and landscaping.

5.3 Building Design

Commerce Park and Industrial Buildings

1. Buildings shall be designed with clean lines and quality scalable materials such as metal, stucco, concrete, or other similar materials. Enhanced building materials such as masonry, glazing, exposed steel, etc., may be used as accent material.
2. Similar to the appearance of Monument Valley (clusters of sandstone buttes that rise up from the relatively flat valley floor creating distinct silhouettes when viewed from afar, see **Exhibit 5.1 – Monument Valley Examples**), buildings shall be designed and coordinated with the surrounding landscape such that they provide clear silhouettes when viewed from afar.
3. For larger buildings, a variety of façade materials, textures, applications, or façade projections and recesses shall be used to break up the appearance of the building.
4. A coordinated color palette may be established for each land use group; however, where a coordinated appearance is achieved through the application of building or site features, a wider more diverse color palette may be considered. A variety of natural hues and earth tones shall be used. Earth tones are encouraged to minimize the appearance of large, white or non- natural appearing color tones across the landscape.
5. Buildings facades spanning 100 feet or more shall incorporate a substantial material change, grouping of windows, and/or façade projections/recesses. Said façade changes shall be located to create a balanced façade composition.
6. Glazing shall be incorporated into building façades where functionally appropriate depending upon internal uses and to call out building entrances.
7. Building materials and design should be carefully reviewed to not produce glare that may conflict with airport operations.
8. Loading doors that face public or private streets shall be of higher quality materials, including at least two different material types. Said loading doors should be carefully planned to limit visual impacts from public streets, including but not limiting too orienting doors so they are not parallel to the street, inseting the door by 12", use landscaping to obscure doorways.

Aviation Support Buildings

1. Buildings used for industrial land uses that support the airport shall follow the applicable Building Design guidelines above with the exception of Design Guidelines #3, #5, and #6.
2. Buildings used for land uses that support the airport shall not conflict with the Winslow/Lindbergh Regional Airport Layout Plan (ALP) or Airport Protection Overlay District and shall follow applicable recommendations of the Airport Master Plan.

Winslow Commerce & Industrial Park PAD

3. Building design may also consider referencing key features of existing airport buildings, including but not limited to:
 - a. Groupings of windowpanes similar to those on the existing hangar building.
 - b. An aviation-inspired color palette of subtle airy hues typically associated with the appearance of aircraft and airports.
 - c. Exterior accents that reference the interior metal trusses of the existing hangar building.
 - d. Use of steel or coated standing seam or ribbed metal in a high-quality manner.
4. Smaller Aviation Support buildings may alternatively consider integrating architectural components of the existing airport restaurant & club house including but not limited to the use of stucco, a similar single façade color and accent color, a modestly decorative parapet line, covered outdoor patio, an intimately scaled private yard, low stucco screen wall, exposed wooden timber posts and beams/rafters or “vigas.”

Commercial Buildings

1. Buildings exteriors may be designed with quality scalable materials such as steel, metal, stucco, concrete, or other similar materials. Alternatively, a variety of enhanced smaller-scale materials such as brick, stone, stacked veneer, or vertical or horizontal siding or shake should be used.
2. Where continuous materials such as stucco are used, the application should result in a composition of smaller wall surfaces to create a sense of human scale or intentionally draw attention to the building entrance or store front.
3. A coordinated color palette may be established for each DUP; however, where a coordinated appearance is achieved through the application of building or site features, a wider more diverse color palette may be considered.
4. The building appearance and perceived building mass should not detract from the surrounding built environment.
5. Commercial buildings should be designed with human-scaled storefronts or entrances. Storefronts should allow for views into the building from the street, sidewalk, or parking areas.
6. Lodging buildings should be designed to draw attention to the lobby entrance area by means of enhanced building materials or enhanced detailing/application of building materials, as well as the use of glazing and covered outdoor area.
7. Design elements and detailing shall be relatively continuous around all sides of the structure.
8. Larger buildings shall be designed with projected and recessed façades to break up monotonous building masses. The design of small, single-story buildings should be strengthened by a simplified design of strong rooflines and fenestration to articulate the building façade.
9. Roof mounted equipment shall be screened by parapet or similar feature.

Winslow Commerce & Industrial Park PAD

Building Height

1. Building height shall comply with applicable airport overlay regulations.
2. Building height shall appropriately transition to and correlate with surrounding developments. This may be achieved through building design considerations and/or intentional coordination with enhanced planting of trees and other landscaping.
3. For larger buildings, varying the building height is encouraged where it may help to break up the appearance of the façade, reduce the perceived massing of the building, draw attention to building entrances, or provide intentional façade area for signage.

5.4 Open Space, Landscaping, and Wall Design Guidelines

Open Spaces and Landscaping

1. A minimum of ten percent (10%) of open space shall be provided as part of every industrial development site plan. A minimum of fifteen percent (15%) of open space shall be provided as part of every commercial development plan.
2. Open spaces that are intended for use by employees, guests, customers, or residents shall be designed to be inviting and include comfortable areas for seating with shade.
3. Where Industrial or Commerce uses are proposed adjacent to existing residential units or residential zones, a landscape buffer that reduces sight, sound, and access shall be provided.
4. A coordinated network of community trails with open spaces shall be provided throughout the overall planned area.
5. Open spaces shall be located and designed to provide open views between buildings to the horizon beyond.
6. All open spaces shall be landscaped. Landscaping may include living vegetation, decorative rock, bark, or other features.
7. A landscape palette consisting of native and endemic plants to this part of the state shall be used.

Walls

1. Walls shall be designed to coordinate with the architectural design of the associated building(s) and site features.
2. Walls shall be designed and coordinated with landscaping to limit vandalism.
3. Walls may be used for screening, privacy, security, or aesthetic purposes.

Pedestrian Trails

1. Pedestrian Trails shall be at a minimum 6' in width and sidewalks shall be at a minimum of 5' in width.

2. Paving with concrete or asphalt may be appropriate for highly developed areas. For less developed areas, crushed stone, fine crusher rejects, packed soil, soil stabilizers, and other natural materials may provide a firm and stable surface. Natural materials also can be combined with synthetic bonding materials to provide greater stability and firmness.

5.5 Conflicts & Clarifications

When there is a conflict between design guidelines and development standards found within this Winslow Commerce PAD, and the City's development standards, the development standard found contained within this PAD shall apply.

6. Street Standards & Circulation

6.1 Streetscape

Highway 87

The planned street section for Highway 87 shows a variable pavement width within a 200-foot right-of-way (ROW) to accommodate vehicle travel lanes in each direction with turn lanes as needed. Naturally vegetated ROW will remain on each side of the existing and future pavement of Highway 87.

Beyond the ROW line, a landscape buffer is proposed to extend into the Site. The landscape buffer will contain a variety of plant species. Groupings of ground cover will also be planted in the landscape buffer, in various patterns. When combined with the remaining existing vegetated ROW, there will be a significant buffer between Highway 87 and the planned on-site improvements.

Walls or fencing meant for screening, privacy, security, or aesthetic purposes may be located within this buffer. Retention basins may be located in the landscape buffer so long as plantings are provided.

Highway 99 (East of Highway 87)

The planned street section for Highway 99 is located within an existing 100-foot ROW and paved travel lanes in each direction. A 5-foot-wide sidewalk will be a minimum of 5-feet from the back of curb.

Shrubs and ground cover will be provided between the back of curb and sidewalk, these may be planted if desired. Plantings located in this area will meet all local applicable codes and regulations.

On development parcels adjacent to Highway 99, the parking areas will be separated from the ROW by a landscape buffer.

Within the landscape buffer there shall be no buildings, parking, circulation, storage areas, or other similar site improvements or appurtenances.

Walls or fencing meant for screening, privacy, or aesthetic purposes may be located within this buffer. Retention basins may be located in the landscape buffer. Monument signage may be located within this buffer proximate to site entrances.

Major Collectors

Major collectors proposed within the development will have a minimum ROW width of 60 feet. At least one vehicle travel lane will be provided in each direction. A minimum of a five-foot sidewalk shall be located from the back of curb.

On development parcels, adjacent to major collectors, parking areas will be separated from the ROW by a landscape buffer. Where there is no parking located between buildings and the ROW, buildings will be separated from the ROW. The landscape buffer will contain a variety of plant species.

Winslow Commerce & Industrial Park PAD

Within the landscape buffer there shall be no buildings, parking, circulation, storage areas, or other similar site improvements or appurtenances. Walls or fencing meant for screening or aesthetic purposes may be located within this buffer.

Retention basins may be located in the landscape buffer. Monument signage may be located within this buffer proximate to site entrances.

Open space amenities provided within the buffer may count towards meeting the minimum open space requirement. As approved by the Zoning Administrator, the developer may provide enhanced improvements in the public ROW such as but not limited to wider sidewalks or seating areas to count towards meeting the minimum open space requirements.



WINSLOW • PROPOSED STREET SECTIONS & LANDSCAPE CHARACTER
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ATLAS GLOBAL

Exhibit 6.1 - Proposed Street Sections

Winslow Commerce & Industrial Park PAD

6.2 Circulation

Traffic interaction to, from, and within the Site is a critical component of ensuring efficient transportation while minimizing impacts on surrounding residential communities and Downtown Winslow. The circulation plan integrates various transportation networks and infrastructure improvements to accommodate the projected traffic flow and enhance connectivity within Winslow and the larger region and is illustrated in **Exhibit 6.2 – Circulation Map**.

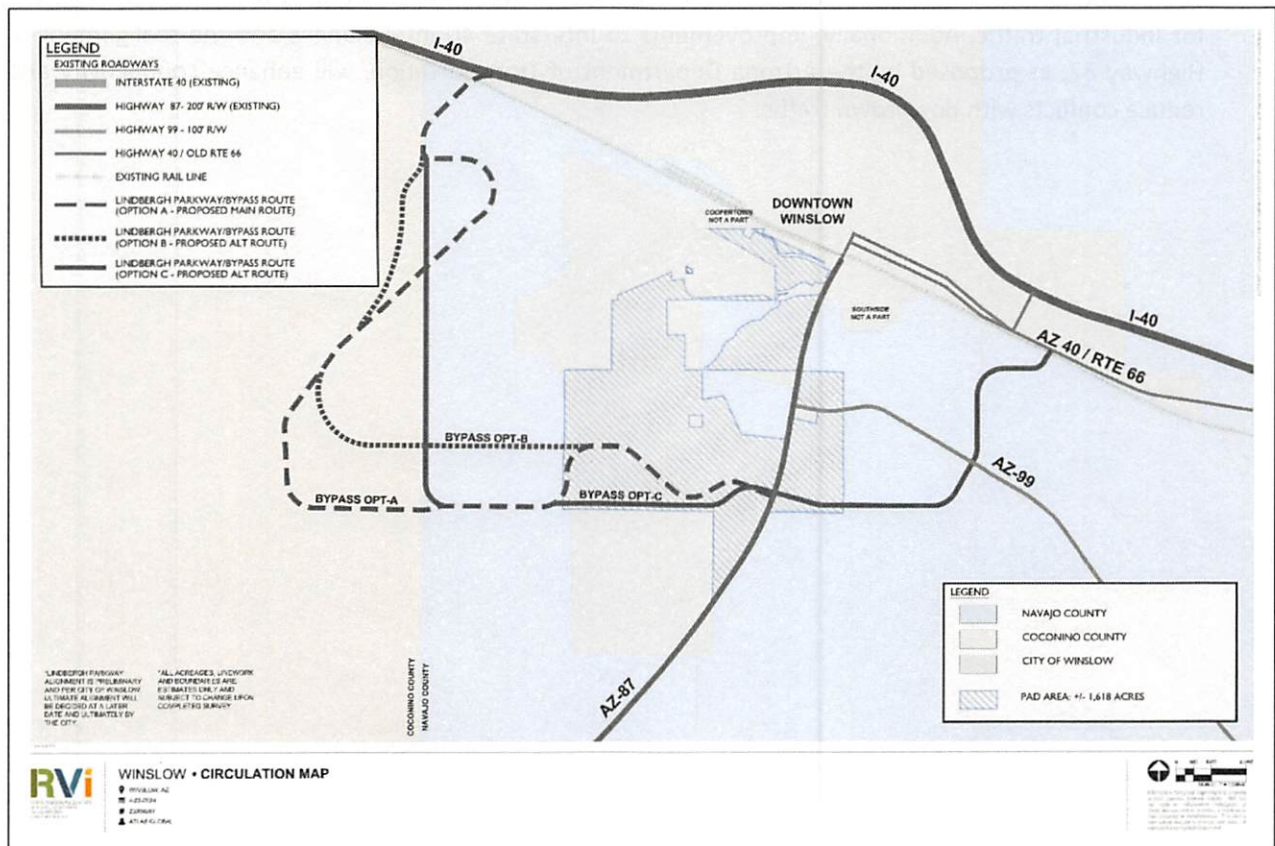


Exhibit 6.2 - Circulation Map

Key considerations for traffic circulation include:

Lindbergh Bypass:

The Lindbergh Parkway project in the City introduces a new corridor aimed at significantly improving access between Interstate 40 (I-40) and State Route 87 (SR-87) for commercial and industrial traffic. The planned Lindbergh Bypass will serve as the primary access for the Winslow Commerce Park PAD. This bypass effectively separates truck traffic from residential areas, particularly the Coopertown and Southside communities, minimizing disruptions and enhancing safety. Development of the Lindbergh Bypass will be concurrent with other infrastructure improvements necessary for the development of the Project. It is currently in the first phase of its development which includes planning, design, and initial construction, given its extensive scope and scale.

Winslow Commerce & Industrial Park PAD

Industrial Park Access:

Truck traffic destined for the Winslow Commerce Park PAD will utilize the Lindbergh Bypass upon its completion, further distancing the Site from residential neighborhoods. This strategic routing ensures minimal impact on surrounding communities while facilitating efficient freight movement.

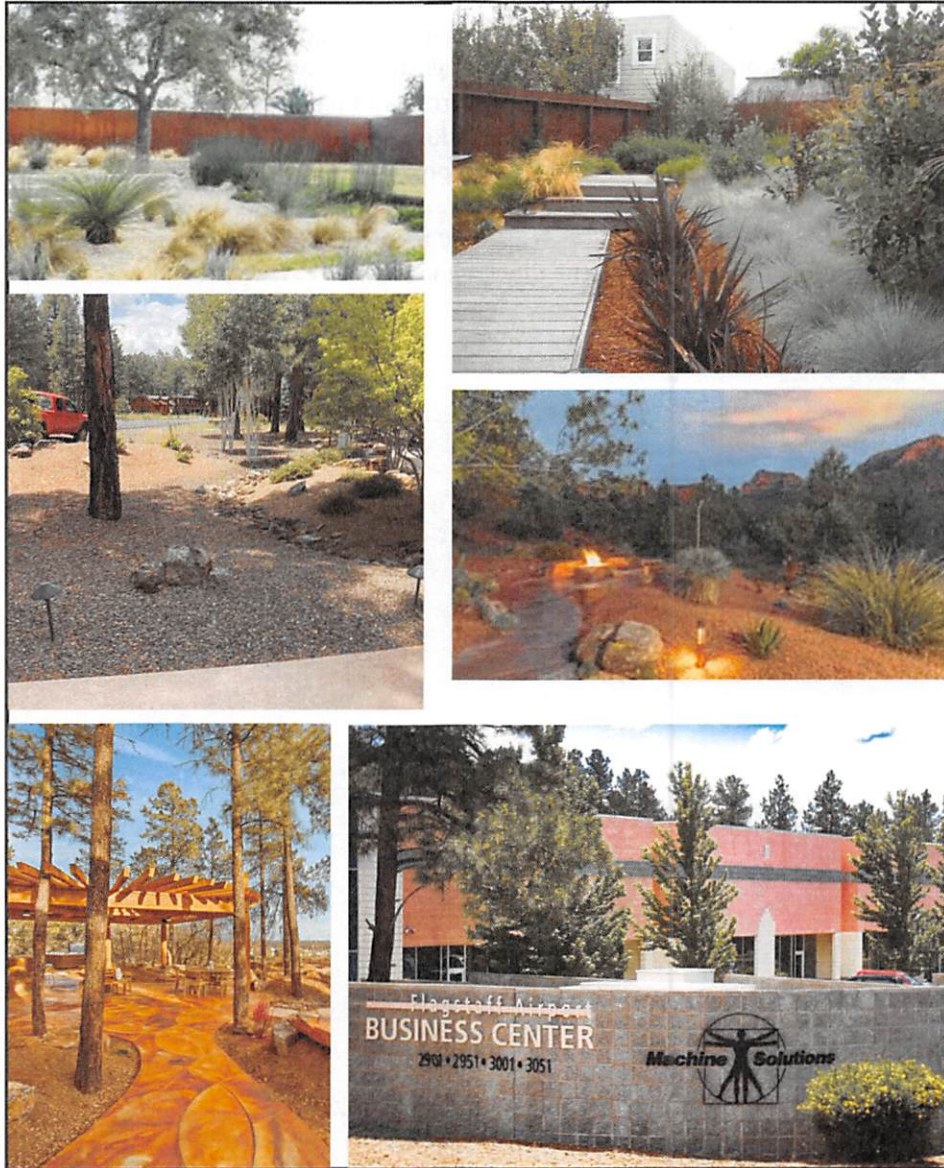
Interchange Connectivity:

The Lindbergh Bypass plans to connect to Interstate 40 via West 3rd Street, providing convenient access for industrial traffic. Additionally, improvements to Interstate 40 interchanges and the realignment of Highway 87, as proposed by the Arizona Department of Transportation, will enhance connectivity and reduce conflicts with downtown traffic.

7. Landscaping Standards

7.1 Landscaping Standards

Landscaping standards shall be implemented and maintained per Chapter 17 Section 92 of Winslow Municipal Code.



Non-Regulatory Landscaping Examples

8. Stormwater Drainage & Retention Standards

The detailed design on retention and detention facilities shall be determined during the Final PAD/Site Plan or subdivision level process. Non-traditional and innovative methods of retention and detention facilities will be considered.

Retention and detention alternatives to traditional surface storage retention basins are permitted subject to the approval by the City Engineer or their designee of the Engineering Design Standards of the specific application (including small, decentralized retention systems of varying sizes and depths and subsurface detention systems). The decentralized retention and detention approach will allow for storage of stormwater within numerous areas to create an overall storage concept that meets standard stormwater storage requirements and reduces the amount of stormwater being conveyed within streets and reduces the requirements for storm drain systems. Modifications to the City Standard Details of facilities shall be considered at the Final PAD/Site Plan, or subdivision process by the City Engineer.

Common retention facilities for multiple parcels may be established as approved during the Final PAD, Site Plan, or subdivision level process by the City Engineer.

9. Parking & Loading Standards

9.1 Parking Standards

Per Chapter 17 Section 84.010 of Winslow's Municipal Code.

9.2 Loading Standards

Loading, if adjacent to residential use or zoning district, shall be fully screened and oriented away from said use and/or district.

Loading may face public and private streets, except highways, when not in conflict with the above standard.

10. Lighting Standards

10.1 Purpose

The purpose of this section is to restrict the use of certain light fixtures emitting into the night sky undesirable light rays that have a detrimental effect on astronomical observation and research.

This section is not intended to restrict the use of low-pressure sodium lighting of single-family dwellings for security purposes.

10.2 Approved Materials and Methods of Installation

This section is not intended to prevent the use of any design, material, or method of installation not specifically prohibited, provided the alternate has been approved by the Zoning Administrator. The Zoning Administrator may approve a proposed alternate if it:

1. Provides at least approximate equivalence to the applicable specific requirements of this section; and
2. Is otherwise satisfactory and complies with the intent of this section.

10.3 Definitions

Outdoor Light Fixtures. Outdoor artificial illuminating devices, installed or portable, used for floodlighting, general illumination, or advertisement. Devices shall include search, spot, and floodlights for:

- Buildings and structures.
- Recreational facilities.
- Parking lots.
- Landscape lighting.
- Outdoor advertising displays and other signs.
- Street lighting on private streets.
- Walkway lighting.

Class I Lighting. Outdoor lighting used for outdoor sales or eating areas, assembly or repair area, outdoor advertising displays, and other signs, recreational facilities, and other similar applications when color rendition is important.

Class II Lighting. Outdoor lighting used for illumination for walkways, private roadways and streets, equipment yards, parking lot and outdoor security.

Class III Lighting. That lighting that is not needed for Class I or Class II purposes and used for decorative effects. Examples of Class III lighting include, the illumination of flag poles, trees, fountains, statuary, and building walls.

Partially Shielded. Outdoor light fixtures designed or constructed so that ninety (90) percent of the light rays emitted by the fixture are projected below the horizontal plane passing through the lowest point of the shield.

Winslow Commerce & Industrial Park PAD

Luminaire. A complete lighting unit consisting of a lamp or lamps together with the parts designed to distribute the light, to position and protect the lamps and to connect the lamps to the power supply.

10.4 General Requirements

General Requirements. The following standards apply within the PAD area.

Preferred Source. Low-pressure sodium lamps are the preferred illuminating source.

Shielding. All nonexempt outdoor light fixtures shall be shielded as required in subsection 10.5, below.

Hours of Operation. All nonexempt outdoor light fixtures are subject to the provisions of subsection 10.7, below, regarding hours of operation.

Outdoor Advertising Display. Lighting fixtures used to illuminate an outdoor advertising display shall be mounted on the top of the advertising structure. All fixtures shall comply with the lamp source and shielding requirements of subsection 10.5 below, and the prohibitions of subsection 10.7.

Southside and Coopertown. Lighting adjacent to Southside and Coopertown should be mitigated so that foot candles do not exceed .1 at property line.

Pole Height. Poles shall not exceed 25' in height within 50' of Southside and Coopertown.

10.5 Requirements for Land Source & Shielding

The requirements for lamp source and shielding of light emissions for outdoor lighting fixtures shall be provided below:

Lamp Type	Lighting Zone
Class I - Color Rendition Important	
Low Pressure Sodium	Allowed
Others above 4050 Lumens	Allowed if fully shielded
Others 4050 Lumens and below	Allowed
Class II - Parking Lots, Walkways, Security	
Low Pressure Sodium	Allowed
Others above 4050 Lumens	Prohibited
Others 4050 Lumens and below	Allowed
Class III – Decorative	
Low Pressure Sodium	Allowed
Others above 4050 Lumens	Prohibited
Others 4050 Lumens and below	Allowed
NOTE: When lighting is allowed by this section, it shall be fully shielded and shall be focused to minimize the spill light into the night sky and onto adjacent properties.	

10.6 Submission of Plans and Evidence of Compliance

The application for any required approval for work in the PAD area involving nonexempt outdoor light fixtures shall include evidence that the proposed work will comply with the requirements of this section. The submission shall contain the following:

1. The location of the site where the outdoor light fixtures will be installed;
 2. Plans indicating the location and type of all outdoor fixtures on the site and the lighting patterns resulting therefrom;
 4. A description of the outdoor light fixtures including manufacturer's catalog cuts and drawings.
- The above required plans and descriptions shall be submitted as part of the building plan check process and shall be sufficiently complete to enable the city to readily determine the compliance with the requirements of this section.

10.7 Prohibitions

1. All Class I lighting shall be off between eleven (11:00) p.m. and sunrise, except as follows:
 - a. On-premise advertising signs may be illuminated while the business facility is open to the public.
 - b. Outdoor advertising displays may remain lighted until midnight;
 - c. Outside sales, commercial, assembly, repair, and industrial areas may be lighted when these areas are actually in use; and
 - d. Outdoor recreational facilities may remain lighted to complete recreational activities that are in progress and under illumination in compliance with this section at eleven (11:00) p.m.
 - e. Any outdoor lighting approved by the Zoning Administrator to enhance safety or business operations conducted in or near the light source.
2. All Class II lighting may remain on all night.
3. All Class III lighting shall be off between eleven (11:00) p.m. and sunrise.
4. Operation of searchlights for advertising purposes is prohibited.

10.8 Permanent Expectations

1. **Noncompliance.** All outdoor light fixtures existing and legally installed prior to the effective date of this development code are exempt from the requirements of this section; and
2. When existing luminaries are reconstructed or replaced, the reconstruction or replacement shall be in compliance with this section Subsection 10.7 regarding hours of operation shall apply.
3. **Fossil Fuel Light.** All outdoor light fixtures producing light directly by combustion of fossil fuels (e.g., kerosene lanterns, and gas lamps) are exempt from the requirements of this section.
4. **Holiday Decorations.** Lights used for holiday decorations are exempt from the requirements of this section.
5. **Emergency Exemptions.** Portable temporary lighting used by law enforcement or emergency services personnel to protect life or property are exempt from the requirements of this section.
6. High pressure sodium vapor (HPSV) lights may be used on public arterial and collector streets.

11. Sign Standards

11.1 Sign Standards

Comprehensive Sign Plans, as defined in Chapter 17 Section 80.025 of the Code, shall be required at the time of building permit submittal.

All other provisions of Chapter 17 Section 80 shall apply.



Non-Regulatory Sign Examples

12. Future Additions to this PAD

Any Property Owner who wishes to be rezoned to be included in the Winslow Commerce PAD is allowed to do so with written consent from the Master Developer. Rezoning to the Winslow Commerce and Industrial Park PAD shall follow the procedure outlined in Chapter 17.50.050.B but only upon receiving written permission from the Master Developer. Property does not need to be contiguous with a portion of the Site. At the time of City Council Approval for the PAD rezoning request, this PAD shall be administratively amended to include the new legal description in **Appendix A** – PAD Legal Description.

13. Conclusion

The partnership between Atlas Global Development Group and the City of Winslow represents a significant opportunity to blend the rich heritage and promising future of this historic city. With a vision that respects Winslow's past while embracing economic growth, the proposed development of approximately 1,471 acres aims to generate billions of dollars in new businesses and thousands of high-paying job opportunities.

By adhering to a measured and well-planned approach, Winslow can foster future job creation while preserving its charming character and quality of life for residents. This endeavor not only aligns with the city's General Plan but also reflects a commitment to sustainable, resilient, and high-quality development.

As we present this plan for official adoption, we look forward to a fruitful partnership with the City of Winslow, one that will endure well into the future. Together, we can ensure that Winslow remains not only a beacon of economic vitality but also the best place to live, work, and play in Arizona for generations to come.