



**PUBLIC NOTICE
THE ELOY CITY COUNCIL**

Meets

MONDAY, JUNE 9, 2025

6:00 PM

ELOY CITY COUNCIL CHAMBERS

595 NORTH C STREET

ELOY, ARIZONA 85131

For a

REGULAR MEETING

AGENDA

- I. Call to Order**
- II. Roll Call**
- III. Moment of Silence**
- IV. Pledge of Allegiance**
- V. Public Appearances**

Those wishing to **ADDRESS THE CITY COUNCIL** may do so by signing in on a form provided by the City Clerk, identifying the topic(s) or agenda item(s). **ACTION** taken as a result of public comment regarding non agenda items will be limited to directing staff to study the matter or rescheduling the matter for further consideration and decision at a later date.

SPEAKERS SHALL BE LIMITED TO THREE (3) MINUTES.

- A. Scheduled
- B. Unscheduled

VI. Reports and Announcements

- A. Mayor's Announcements
- B. Council Members' Announcements
- C. City Manager's Announcements
 - 1. Eloy Police Chief Council Briefing

VII. Consent Agenda

ALL ITEMS LISTED WITH AN ASTERISK(*) ARE CONSIDERED TO BE ROUTINE MATTERS AND WILL BE ENACTED BY ONE MOTION AND ONE ROLL CALL VOTE OF THE COUNCIL. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCIL MEMBER SO REQUESTS, IN WHICH EVENT THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED IN ITS NORMAL SEQUENCE ON THE AGENDA.

*A. Approval of Minutes - April 14, 2025 Regular
Meeting Minutes

Celine A. Kidwell

- | | | |
|-----|--|-----------------|
| *B. | Approval of Case No. CSP2024-001: Exceptional Healthcare. The proposal is for a Master Sign Program and Comprehensive Sign Package to allow modifications to Section 21-4-3: Signage of the Zoning Ordinance to allow a freeway pylon sign on a parcel that is less than 20 acres, and increase the size, height, allowable sign area, and the number of signs. The property is at 340 E Milligan Road, Eloy, Arizona. | Dan Symer, AICP |
| *C. | Approval of a Final Plat for Blue Beacon Eloy, Case No. FP2025-004. The proposed Final Plat requests to reconfigure three (3) existing parcels into one (1) lot containing approximately four (4) acres and dedicate an additional right-of-way to the City of Eloy on the west side of South Sunshine Boulevard. Project Name: Blue Beacon Eloy. | Dan Symer, AICP |
| *D. | Consideration of Authorizing the Payment to the Arizona Department of Environmental Quality (ADEQ) a Total Amount Not to Exceed \$61,116.66 for the Design Review of the Eleven Mile Corner Sewer Extension Project | Matt Rencher |
| *E. | Bid award and contract with Rummel Construction, Inc. for the Eloy Municipal Airport Drainage Improvements Phase II project construction, in accordance with the FAA/ADOT FY2022-FY2026 Approved Airport Capital Improvement Plan, and funded through the current Eloy Airport FY2024-FY2025 Grants Fund for an amount not to exceed \$307,492.60. | David Malewitz |

VIII. Business: Possible Discussion and/or Action on the Following:

- | | | |
|----|---|-----------------|
| A. | Approval of a Guaranteed Energy Service Agreement ("Agreement") between the City of Eloy and Veregy Energy Services, LLC., dba Veregy, LLC., for Engineering Services, Construction, and Construction Administration for Water and Wastewater Capital Projects; and Authorizing the City Manager to Sign the Necessary Documents. | Matt Rencher |
| B. | City Council consideration and approval of three (3) new job classifications—Accounting Specialist – Lead, Street / Sanitation Superintendent, and Senior Planner—for inclusion in the City’s salary plan, as recommended in the HR Know compensation and classification review. These additions align with planned organizational growth and are intended to support effective service delivery. | Sylvia Payne |
| C. | Authorization for the Mayor to execute an On-Call Professional Services Contract with Stantec Consulting Services Inc. to provide plan review service related to the Kitt Utility Scale Solar and | Dan Symer, AICP |

Battery Storage facility.

- D. Adoption of Resolution No. 25-1620, adopting the Tentative Budget for Fiscal Year 2025-2026 for the City of Eloy for \$95,834,185.

Brian Wright

- E. Conduct a public hearing on the proposed annexation Case No. A2025-001, to discuss and receive public comments on the annexing of approximately 30.12 acres of land into the corporate limits of Eloy, which is generally located east of the northwest corner of West Adams Rd and Guano Rd with the County Assessor's Parcel Numbers 402160270, 40216032, 402160260, 402160280, and 402160260, include the abutting Guano Rd right-of-way.

Dan Symer, AICP

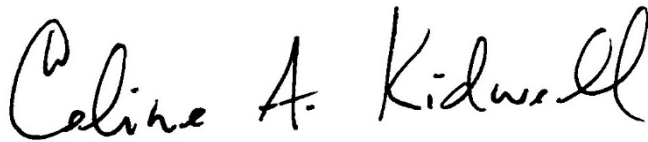
IX. Executive Session

Possible executive session for discussion/consultation for legal advice with the city attorney and/or city staff concerning any of the agenda items, pursuant to A.R.S. §38-431.03 (A) (3) and (4).

X. Adjournment

POSTED BY 5:00 P.M. WEDNESDAY, JUNE 4, 2025, AT ELOY CITY HALL, ELOY POST OFFICE, AND CITY WEBSITE: www.elayaz.gov

THE FACILITY WILL BE OPEN TO THE PUBLIC 30 MINUTES PRIOR TO THE START OF THE MEETING AND SEATING WILL BE AVAILABLE FOR "REASONABLY ANTICIPATED ATTENDANCE."



Celine A. Kidwell, CMC, FCRM
City Clerk

INDIVIDUALS WITH SPECIAL ACCESSIBILITY NEEDS MAY CONTACT MICHELLE HALL, ADA COORDINATOR FOR THE CITY OF ELOY AT 520-466-9201 OR 520-466-7455 (TDD). IF POSSIBLE, SUCH REQUESTS SHOULD BE MADE 72 HOURS IN ADVANCE. ONE OR MORE MEMBERS OF THE COUNCIL AND/OR STAFF MAY PARTICIPATE BY TELEPHONIC OR VIDEO MEANS.

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: **V.A.**

Date: **6/9/2025**

Date submitted:
05/14/2025

Action: Other

Subject: Scheduled

Date requested:
6/9/2025

TO: Mayor and City Council

FROM:

RECOMMENDATION:

DISCUSSION:

FISCAL IMPACT:

Approved as to Form:



Stephen R. Cooper, City Attorney

**CITY OF ELOY
REQUEST FOR COUNCIL ACTION**

Agenda Item: V.B.

Date: 6/9/2025

Date submitted:
05/14/2025

Action: Other

Subject: Unscheduled

Date requested:
6/9/2025

TO: Mayor and City Council

FROM:

RECOMMENDATION:

DISCUSSION:

FISCAL IMPACT:

Approved as to Form:



Stephen R. Cooper, City Attorney

**CITY OF ELOY
REQUEST FOR COUNCIL ACTION**

Agenda Item: **VII.A.**

Date: **6/9/2025**

Date submitted:
05/14/2025

Action: Formal

**Subject: Approval of Minutes - April
14, 2025 Regular Meeting Minutes**

Date requested:
6/9/2025

TO: Mayor and City Council

FROM:

RECOMMENDATION:

DISCUSSION:

FISCAL IMPACT:

Approved as to Form:



Stephen R. Cooper, City Attorney



**City of Eloy
Minutes
City Council Regular Meeting
Monday, April 14, 2025
City Council Chambers
595 North C Street
Eloy, Arizona 85131**

REGULAR MEETING AT OR AFTER 6:00 P.M.

I. Call to Order

Mayor Andrew Sutton called the regular meeting to order at 6:09 p.m. on Monday, April 14, 2025.

II. Roll Call

Present - 7

Andrew Sutton, Mayor
Michelle Tarango, Vice-Mayor
Sara Curtis, Councilmember
JoAnne Galindo, Councilmember
Jose Garcia, Councilmember
Dan Snyder, Councilmember
Michael Vodrazka, Councilmember

Staff

David Malewitz, City Manager
Stephen Cooper, City Attorney
Celine Kidwell, City Clerk
Mackenzie Letcher, Assistant City Manager

III. Moment of Silence

A moment of silence was observed at the request of Mayor Sutton.

IV. Pledge of Allegiance

Led by Councilmember Jose Garcia/.

V. Public Appearances

There were no scheduled or unscheduled public appearances.

VI. Reports and Announcements

A. Council Members' Announcements

Council members provided updates, including their attendance at local events, commendations for city staff, and recognition of community programs and partnerships.

B. Mayor's Announcements

1. Proclamation - Telecommunicators Week

Mayor Sutton proudly proclaimed April 13–19, 2025, as National Public Safety Telecommunicators Week, taking the opportunity to honor the dedicated dispatchers at the Eloy Police Department. Vice Mayor Tarango formally read the proclamation, which recognized the invaluable service of dispatchers Tricia Wilcox (Lead), Katie Wonder, Chris Ford, Brittany Beauchamp, Sandie Edmunds, and Amanda Villescaz for their unwavering professionalism and commitment to the community. Lead Dispatcher Wilcox, along with Ms. Edmunds, Ms. Wonder, and Mr. Ford, were present to accept this well-deserved recognition on behalf of their team.

C. City Manager's Announcements

Updates included the Sunland Gin project, community events, and the upcoming career fair with Arizona@Work.

1. Presentation by the Eloy Police Department Regarding Operation Improvements to the Traffic Unit

Chief Banales and Corporals Strutton and Gordon presented on the reactivation and expansion of the Traffic Enforcement and Investigations Unit. The presentation covered:

- Traffic safety education initiatives
- Commercial vehicle enforcement plans
- Use of advanced reconstruction tools (laser scanners, drones)
- Participation in the Pinal County Vehicular Crimes Task Force

The Council commended the department's proactive measures and emphasized the need to reduce the city's accident rate. An education-first approach will precede enforcement efforts, with an official campaign rollout targeted for July 1, 2025.

VII. Consent Agenda

Items B and C were approved unanimously. Item A (Minutes) was pulled for clarification and later approved with amendments to reflect accurate discussion on contract participation.

A. Approval of Minutes - March 24, 2025 Regular Meeting – This item was pulled for discussion following the approval of Consent Agenda Items B. and C.

Discussion: Councilmember Snyder sought clarification on whether contract participants were future customers of the waste management services. Staff confirmed that although five staff members worked on the contract, none were customers. The council voted to amend the minutes to reflect this detail.

Motion: Councilmember Snyder moved to **amend and approve** the March 24, 2025, Regular Minutes (Item A). Councilmember Vodraska seconded. **Motion passed 7-0.**

B. Consideration of the adoption of Resolution No. 25-1614 to approve the General Plan update Public Participation Plan (PPP).

C. Approval of a Professional Services Agreement with Lochner (formerly Armstrong Consultants, Inc.) for Design, Bid, and Construction Phase Services for the Eloy Municipal Airport Drainage Improvements Phase III project, in accordance with the FAA/ADOT FY2023–FY2028 Approved Airport Capital Improvement Plan, and as Approved in the Current Eloy Airport FY2024-2025 Capital Improvement Program for an Amount not to exceed \$215,360.

Motion: Councilmember Garcia moved to **approve** items B and C, as presented. Councilmember Vodrazka seconded. **Motion passed 7-0.**

VIII. Business: Possible Discussion and/or Action on the Following:

A. Approval of a Final Plat for Eloy Commons, Case No. FP2025-001. The proposed Final Plat is a request to reconfigure twelve (12) existing parcels into three (3) lots containing approximately 170 acres and dedicate an additional right-of-way to the City of Eloy on the west side of South Sunshine Boulevard and on the south side of the property located at 1172 South Sunshine Boulevard (Blue Beacon).

Community Development Director Dan Symer presented a request for approval of a Final Plat to reconfigure 12 existing parcels into three lots totaling approximately 170 acres. The property, located at 1172 South Sunshine Boulevard (Blue Beacon), included dedication of additional right-of-way to the City. Mr. Symer explained that the request conforms with the City's General Plan and Zoning Ordinance and that the proposed subdivision would support future commercial development.

The applicant, Omar Cervantes, P.E. of XCL Engineering, represented Eloy 170, LLC. The plat includes Neighborhood Commercial (C-1), General Commercial (C-2), and Light Industrial (I-1) zones. Utility access points include East Milligan Road and South Sunshine Boulevard.

During discussion, Councilmember Snyder asked about the potential for truck access and safety in the area. Director Symer confirmed all ingress and egress points are compliant with city standards. Larry Fink, property owner, expressed support for the plat and thanked staff for their collaboration.

Motion: Councilmember Curtis moved to **approve** the Final Plat for Eloy Commons Case No. FP2025-001. The proposed Final Plat is a request to reconfigure twelve (12) existing parcels into three (3) lots containing approximately 170 acres and dedicate an additional right-of-way to the City of Eloy on the west side of South Sunshine Boulevard and on the south side of the property located at 1172 South Sunshine Boulevard (Blue Beacon). Councilmember Garcia seconded. **Motion passed 7-0 by roll call vote.**

B. Consideration of Approval to Accept a Proposal from Ellison-Mills Construction, LLC under a Cooperative Purchasing Agreement with Pinal County for the Replacement of Five (5) Drainage Culverts in the North Toltec Area at a Cost Not to Exceed \$100,000 plus any Applicable Taxes and Authorizing the Mayor to Execute the Necessary Contract Agreements.

Public Works Director Matt Rencher presented a proposal to accept a bid from Ellison-Mills Construction, LLC, to replace five aging drainage culverts in the North Toltec area under a cooperative purchasing agreement with Pinal County. He noted that the existing culverts are at the end of their service life and inadequate for handling current stormwater flows, leading to road deterioration and localized flooding.

The proposal includes new culvert installations sized for future runoff demands. The project cost, not to exceed \$100,000 plus applicable taxes, will be funded through the Streets Capital Improvement Budget.

Councilmember Galindo inquired about the construction timeline. Director Rencher indicated construction could begin within 60 days of contract execution. Councilmembers expressed appreciation for prioritizing aging infrastructure.

Motion: Councilmember Snyder moved to **approve** the proposal from Ellison-Mills Construction, LLC under a Cooperative Purchasing Agreement with Pinal County for the Replacement of Five (5) Drainage Culverts in the North Toltec Area at a Cost Not to Exceed \$100,000 plus any Applicable Taxes and Authorizing the Mayor to Execute the Necessary Contract Agreements, as presented. Councilmember Galindo seconded. **Motion passed 7–0 by roll call vote.**

C. Discussion, Consideration, and Direction on Project Alternatives for the Houser Road Water Line Capital Improvement Project (CIP).

Public Works Director Matt Rencher presented an update on the long-delayed Houser Road Water Line project. The existing 3-inch PVC line services seven homes and lacks formal easements. Past attempts to replace the line were stalled by high construction estimates and property access issues.

Director Rencher presented a two-phase implementation strategy:

- **Phase 1:** Extend a new line to five of the seven homes using existing easements. Budget: \$450,000. Construction: July–November 2025.
- **Phase 2:** Connect the final two homes along Charleston Road with several design alternatives ranging from \$100,000 to \$319,000.

Council expressed concerns about:

- Pipe sizing (futureproofing vs. cost)
- Legal access (easement needs)
- Disruption to private property (especially under Option 4)

Residents Bob and Marlo Shuh provided comments, asking for better transparency and input during Phase 2 planning. They pledged to assist in obtaining neighbor easements for Phase 1.

The Council voted to proceed with Phase 1 and tabled Phase 2, pending additional community outreach and refinement of cost alternatives. A construction contract for Phase 1 will be brought forward for Council consideration at a future meeting for a formal vote.

Motion: Vice Mayor Tarango moved to **approve** Phase 1 of the water line extension project to serve five of the seven homes using existing easements, with a budget of \$450,000 and construction scheduled for July through November 2025, with the understanding that a construction contract will be brought forward for Council consideration and formal vote at a future meeting. Councilmember Curtis seconded. **Motion passed 7-0.**

Motion: Councilmember Snyder moved to **table** Phase 2 of the water line extension project, which would connect the final two homes along Charleston Road, pending additional community outreach and refinement of cost alternatives that currently range from \$100,000 to \$319,000. Vice Mayor Tarango seconded. **Motion was passed 7-0.**

D. Presentation by Brian Wright on the Proposed FY 2025-2026 Consolidated Rate and Fee Schedule for the City of Eloy, and seeking guidance on the proposed rates and fees. Presentation only

Finance Director Brian Wright presented the proposed consolidated schedule. Major changes included eliminating the passport execution fee, adjusting business license fees, and updating sanitation and utility rates. Sanitation rates reflect new contract pricing, with changes effective July 1, 2025; other changes take effect August 1, 2025.

Councilmembers requested clarification on fee justifications and formatting. No formal vote was taken.

E. Discussion among the Mayor and City Council Regarding Establishing a Standing Monthly Work Session to Be Scheduled on a Designated Day to Be Determined.

City Manager David Malewitz facilitated a discussion about holding standing monthly work sessions to address increasingly complex issues. Two options were initially offered, but the Council reached consensus to schedule sessions for the first Monday of each month at 6:00 p.m., as needed.

Councilmember Snyder supported predictable scheduling for deep discussions. Mayor Sutton emphasized flexibility. The sessions will comply with the Arizona Open Meeting Law and will not require formal votes or attendance records.

F. Appointment of a subcommittee for the review of applicants to fill a vacancy on the Parks, Recreation, and Library Advisory Board.

Parks, Recreation, and Library Advisory Board Community Services Director Paul Anchondo recommended the formation of a subcommittee to review two applicants for one vacant board seat: Robert Burton and Larry Ginn.

Councilmember Curtis nominated Vice-Mayor Tarango, Councilmember Galindo, and Councilmember Garcia to the subcommittee. Councilmember Vodrazka seconded.

Motion: Councilmember Curtis moved to **appoint** the Parks, Recreation, and Library Advisory Board subcommittee, consisting of Vice Mayor Tarango, Councilmember Galindo, and Councilmember Garcia. **The motion passed 7–0 by roll-call vote.**

IX. Executive Session

A. Performance evaluation including discussion and/or negotiation of salary and/or an employment contract of a public officer - City Magistrate, including legal advice (if requested by City Council) with City Attorney and possible contract negotiations, pursuant to A.R.S. §38-431.03 (A)(1), (3) and (4).

The Council entered executive session at 8:14 p.m. for legal consultation and a performance evaluation of the City Magistrate.

The Council reconvened to extend the Executive Session by an additional 45 minutes.

At 9:51 p.m., the Council resumed the regular session. No formal action was taken.

X. Adjournment

Mayor Sutton adjourned the meeting at 9:54 p.m. with the Council's unanimous consent.

BY:

Andrew Sutton, Mayor

ATTEST:

Celine A. Kidwell, City Clerk

APPROVED AS TO FORM:

Stephen R. Cooper, City Attorney

CITY OF ELOY

REQUEST FOR COMMISSION ACTION

Agenda Item: **VII.B.**

Date: **6/9/2025**

Date submitted:
05/27/2025

Action: Formal

Subject: Approval of Case No. CSP2024-001: Exceptional Healthcare. The proposal is for a Master Sign Program and Comprehensive Sign Package to allow modifications to Section 21-4-3: Signage of the Zoning Ordinance to allow a freeway pylon sign on a parcel that is less than 20 acres, and increase the size, height, allowable sign area, and the number of signs. The property is at 340 E Milligan Road, Eloy, Arizona.

TO: Planning and Zoning Commission

FROM: Dan Symer

RECOMMENDATION:

Staff recommends approval of Case No. CSP2024-001: Exceptional Healthcare Master Sign Program and Comprehensive Sign Package, in accordance with the adopted general sign provisions in Section 21-4-3: Signage of the Zoning Ordinance in Chapter 21 of the Eloy City Code.

DISCUSSION:

Request:

The applicant, Associated Sign Company, on behalf of S9942 LLC, has applied for a Master Sign Program and Comprehensive Sign Package to allow modifications to Section 21-4-3: Signage of the Zoning Ordinance (Chapter 21), which includes: a 50-foot-tall Freeway Pylon sign on a parcel less than 20 acres, containing multiple illuminated signs with the largest being 9 feet tall by 42.5 feet wide, and increase in the allowable sign area. Also, the amendment includes an increase in the height allowed for building-mounted signs to accommodate multiple building signs, and an increase in the total aggregate sign area allowed on the property for all signs. The property is located at 340 E Milligan Road in the City of Eloy, Pinal County, Arizona.

Standard	Sign Ordinance Allowance	Proposed Allowance	Difference
Wall-mounted sign height	25 feet in height	33.5 feet in height	8.5 feet
Site Area for a Pylon sign	20 acres	4.43 acres	15.67 acres
Total Sign Area for area	A Pylon sign total maximum sign area of 600 square feet; with any one panel not exceeding 150 square feet in area, plus the center identification.	A pylon sign with any one panel not exceeding 385 square feet in area, plus the center identification.	135 square feet
Pylon sign support	Sign supports shall consist of at least 30% of the total sign width; each single support shall consist of at least 15% of the total sign width.	Sign supports shall consist of at least 9% of the total sign width; each single support shall consist of at least 4.5% of the total sign width	21% total support width and 11.5% single width

Context:

The site is primarily surrounded by commercial and industrial uses and fronts Interstate 10. The General Plan land use map designation for the site is General Industrial, and the site is zoned Light Industrial (I1). Pilot Travel Center is to the north, the Interstate 10 off ramp (Exit 208) surrounds the west and south sides of the property, which is the exit to Sunshine Boulevard, and vacant industrial land to the south. The subject property is the site of a new hospital and surgical suite.

Planning and Zoning Commission

On Wednesday, May 21, 2025, the Planning and Zoning Commission held a public hearing on the above-referenced application. It recommended approval to the City Council per the request, with a unanimous vote of 6-0.

FISCAL IMPACT:

There are no anticipated fiscal impacts associated with this discussion.

SIGN PERMIT APPLICATION

GENERAL DATA REQUIRED

Development/Project Name: EXCEPTIONAL HEALTH	
Assessor's Parcel Number(s): 41110021D,41110020D,41110017K	Current General Plan Land Use Designation:
Gross Area (Acre/Sq. Ft.): 110.88 ACRES	Current Property Zoning: COMMERCIAL
Project Location 340 E MILLIGAN ROAD ELOY, AZ 85131	Current Land Use: VACANT
Description of Project EMERGENCY ROOM	Proposed Land Use: COMMERCIAL

PROPERTY OWNER INFORMATION

Owner Name:	Company:		
Street Address:			Phone:
City:	State:	Zip Code:	E-Mail:

APPLICANT / AGENT REPRESENTATIVE INFORMATION

Name: JASON SHANO	Company: ASSOCIATED SIGN COMPANY		
Street Address: 3335 W. VERNON AVE			Phone:
City: PHOENIX	State: AZ	Zip Code: 85009	E-Mail: JMS@ASCOSIGNS.COM
Applicant Signature:			Date: 11/19/2024

A pre-application request must be submitted, and a pre-application meeting must be held before the submission of this application (Section 21-6-2.1.A. of the Eloy Code) — unless the Zoning Administrator waives a pre-application in writing per section 21-6-2.1.D. of the Eloy Code. Before submitting an application, the applicant must receive a submittal checklist signed and dated by the Community Development Director or the City Planner. Applications submitted without the aforementioned will be deemed incomplete, and not accepted for review.

FOR OFFICE USE ONLY

Accepted By:	Submittal Date:	Fees:	CASE NO:
Receipt Confirmation No.		Fees Paid:	GL# 10-319-0120

Property Owner's Permission Form

**If multiple property owners exist, each owner shall complete an Owner's Permission Form.*

Property address: 340 E MILLIGAN ROAD ELOY, AZ 85131

A.P.N.(s): 41110021D,41110020D,41110017K

I, the undersigned, I am the owner of the land specified above, or I am the duly and lawfully appointed agent of the owner of the land and have authority from the owner to sign this affidavit on the owner's behalf. I do hereby grant permission act on my behalf for the planning and zoning/permit application to the following Applicant / Agent Representative(s):

Authorized Owner(s)/Representative Name (Print or Type): Robert Kunkel

Authorized Owner/Representative's (Print or Type): _____

Company, Corporation, Trust, etc. Name (Print or Type): Exceptional Healthcare

Signature: _____

STATE OF TEXAS)

) ss

County of DALLAS)

On this 22nd day of November 20 24, before me, the undersigned Notary Public, personally appeared Robert Kunkel, known to me to be the person(s) whose name is subscribed to the within this instrument and acknowledged that _____

executed the same.

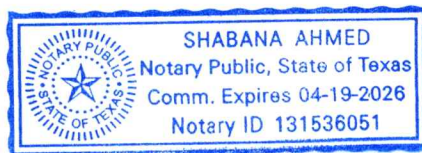
IN WITNESS WHEREOF, I hereto set my hand and official seal.

My commission expires:

04/19/2026

Shabana

Notary Public





Exceptional Community Hospital - Eloy, AZ
MSP Narrative

We are requesting approval of a master sign plan for the Exceptional Community Hospital development located at 340 E Milligan Rd. This is a new development of a community hospital and emergency room. Given the nature of a hospital and emergency room signage is extremely important in guiding people in the right direction as time is a factor. We are requesting approval of a MSP to include a freeway pylon sign that is 50 feet tall to help guide traffic coming in from the I-10 freeway. The sign face will have multiple illuminated sections, the largest being 9' tall x 42.5' wide. The sign copy will include hospital name and "EMERGENCY " at 36" tall. This size is integral for the location to be easily identified. In addition to the pylon sign there will be (2) small directional signs located at each entry drive into the Hospital to guide traffic as you near the entry points. The sign package will also include (4) building mounted wall signs. One of those signs will brand the hospital by name over the main entrance. There will be (2) ER signs located on the building fin element to let people know it is an emergency facility. Lastly, there will be an ambulance sign over the ambulance entry point to help guide emergency vehicles to the correct location to get emergency care.

Modified Sign Development Standards Chart:

Standard	Sign Ordinance Allowance	Proposed Allowance	Difference
Wall-mounted sign height	Twenty-five feet (25') in height	Thirty-three feet 33'-6" in height	Eight feet six inches (8'-6")
Site Area for a Pylon sign	20 acres	4.43 acres	15.67 acres
Total Sign Area for a Pylon sign	A Pylon sign total maximum sign area of six hundred (600) square feet; with any one panel not exceeding one hundred fifty (150) square feet in area, plus the center identification.	A pylon sign with any one panel not exceeding one hundred fifty (385) square feet in area, plus the center identification.	135 square feet
Pylon sign support	Sign supports shall consist of at least thirty percent (30%) of the total sign width; each single support shall consist of at least fifteen percent (15%) of the total sign width.	Sign supports shall consist of at 9% of the total sign width; each single support shall consist of at least (4.5%) of the total sign width	21% total & 11.5% single
Etc (please other modified standards.)			



This MSP would only amend the provisions in section 21-4-3 and does not violate any other provisions of this chapter. The appearance of the signs is keeping with the character of the hospital development, the sizing of the signs are appropriate for the areas of the building they occupy and colors are complimentary to the building. Approval of the MSP will in no way be detrimental to the public interest, health, safety, convenience, or welfare or materially injurious to people, property, or improvements within the vicinity in which the project is located. In fact, the approval of the MSP will be a direct benefit to the public health and safety interests as it will provide the necessary identification and wayfinding for a hospital emergency room.

We formally request approval of the MSP as submitted. Please feel free to contact me with any questions.

Respectfully,

Digitally signed by
Jared Segel
Date: 2025.05.09
16:14:51-07'00'

Jared Segel

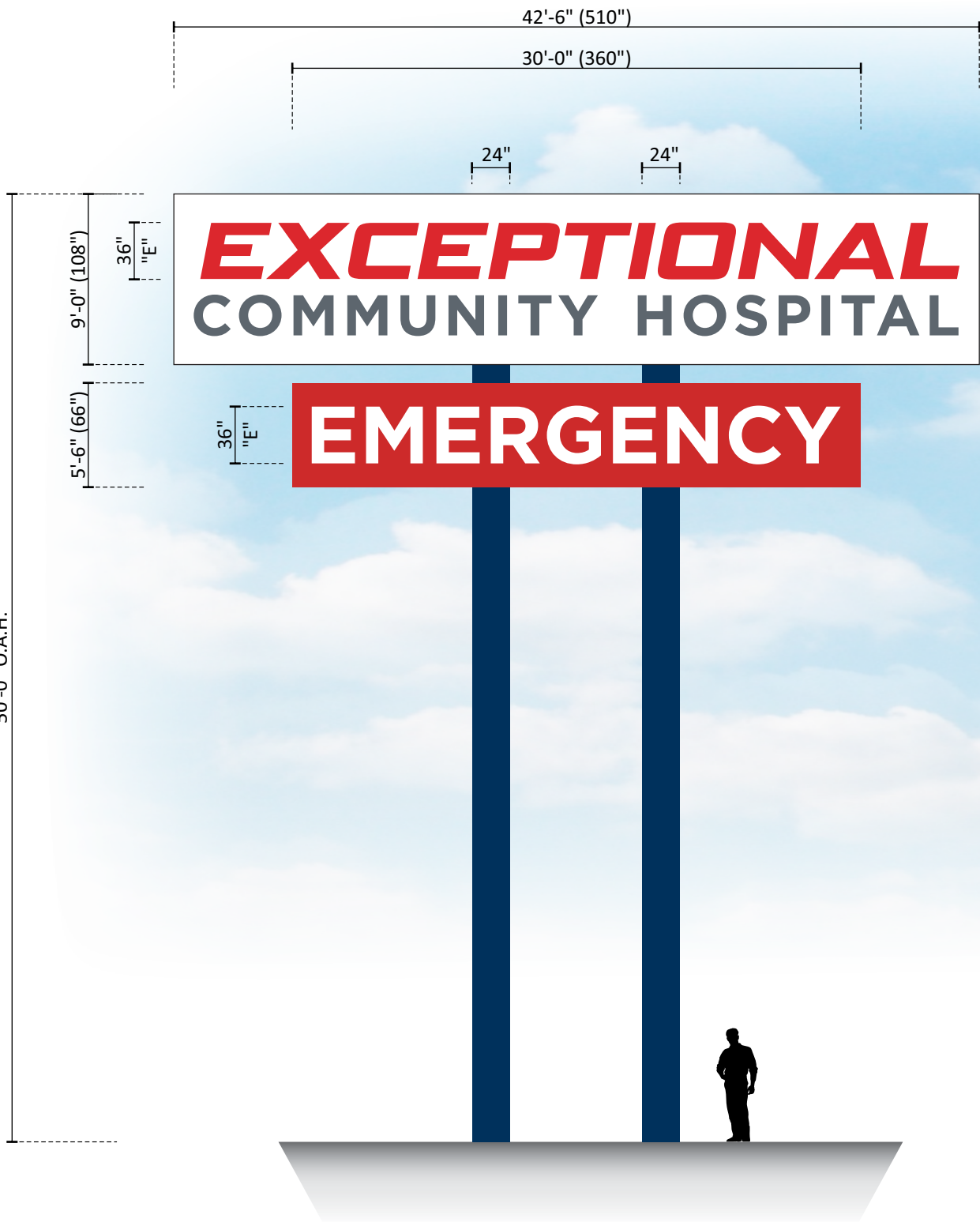
Jared Segel

P: 602-278-8464

E: jsegel@ascosigns.com

SIGN TYPE	SIGN DESIGNATION	SIGN HEIGHT	SIGN DIMENSIONS	ILLUMINATED	SIGN COPY
PYLON	A	50'	9' x 42.5'	Y	EXCEPTIONAL HEALTH COMMUNITY HOSPITAL EMERGENCY
GROUND DIRECTIONAL	G	3.25'	3' X 5'	Y	HOSPITAL / AMBULANCE
GROUND DIRECTIONAL	H	3.25'	3' X 5'	Y	HOSPITAL / AMBULANCE
BUILDING WALL SIGN	B		4.75' X 25.66'	Y	EXCEPTIONAL HEALTH COMMUNITY HOSPITAL
BUILDING WALL SIGN	C		7.5' X 4'	Y	ER
BUILDING WALL SIGN	D		7.5' X 4'	Y	ER
BUILDING WALL SIGN	F		1.15' X 10'	Y	AMBULANCE

50'-0" O.A.H.



A D/F ILLUMINATED PYLON SIGN SCALE: 1/8" = 1'-0"
ONE [1] REQUIRED - MANUFACTURE & INSTALL

D/F ALUMINUM FLEX FACE CABINET PTM PMS 431 C GRAY
W/ 3M PANAFLEX FACES W/ DIGITALLY PRINTED COPY (SEE COLOR KEY) -
INTERNALLY ILLUMINATED W/ WHITE LEDS

D/F ALUMINUM FLEX FACE "EMERGENCY" CABINET PTM PMS 431 C GRAY
W/ 3M PANAFLEX FACES W/ DIGITALLY PRINTED FACES & SHOW THRU COPY (SEE COLOR KEY) -
INTERNALLY ILLUMINATED W/ WHITE LEDS

SUPPORT COVER PAINTED TO MATCH PMS 540 C DARK BLUE -
DECORATIVE REVEALS PTM SW 6959 BLUE CHIP

STEEL SUPPORT & PIER FOUNDATION TO BE BASED ON LOCAL CODE &
ENGINEERING REQUIREMENTS

COLOR KEY

- PMS 431 C GREY
- PMS 540 C DARK BLUE
- SW 6959 BLUE CHIP (SIGNSW6959)
- PMS 1795 EMERGENCY RED
- PMS 1805 RED
- WHITE



Project ID
0424646Ar5

**EXCEPTIONAL
COMMUNITY HOSPITAL**
340 E. MILLIGAN RD
ELOY, AZ

Date: 09-26-2024

Contact: WF / JR

Designer: SDM

Sign Item

Scale:

Revision Note

R1 TS-10/7/24: A - New Pylon
B - H Adj. notes and updt. site
plan

R2-AC-1/21/25: rev A opts

R3:BV:03/18/25: (A) DELETE
OPT 2

APV KMc 3/28/25

R4 JMC 4/18/25: REVISED SIGN
A

R5:BV:04/24/25: (A,G)
RELOCATE

**Information Required
for Production**

Customer Approval

Signature

MM/DD/YYYY

All rights reserved. The artwork depicted herein are copyrighted and are the exclusive property of Pattison ID and as such cannot be reproduced and/or distributed, in whole or in part, without written permission of Pattison ID.

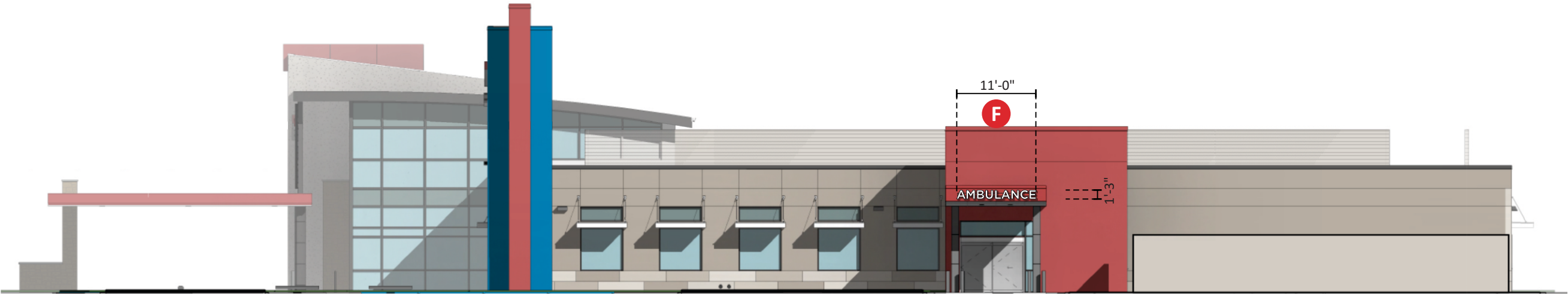
It is the Customer's responsibility to ensure that the sign installation location is suitable to accept and support the installation of the signs being ordered. Notify Pattison ID immediately if further details are required.



A division of Pattison ID
214.902.2000 chandlersigns.com



SOUTH ELEVATION SCALE: 1/16"=1'-0"



EAST ELEVATION SCALE: 1/16"=1'-0"



NORTH ELEVATION SCALE: 1/16"=1'-0"

Project ID
0424646Ar5

**EXCEPTIONAL
COMMUNITY HOSPITAL**
340 E. MILLIGAN RD
ELOY, AZ

Date: 09-26-2024
Contact: WF / JR
Designer: SDM

Sign Item

ELEVATIONS

Scale: 1/16" = 1'-0"

Revision Note

R1 TS-10/7/24: A - New Pylon
B - H Adj. notes and updt. site
plan
R2-AC-1/21/25: rev A opts
R3:BV:03/18/25: (A) DELETE
OPT 2

APV KMc 3/28/25
R4 JMC 4/18/25: REVISED SIGN
A
R5:BV:04/24/25: (A,G)
RELOCATE

**Information Required
for Production**

Customer Approval

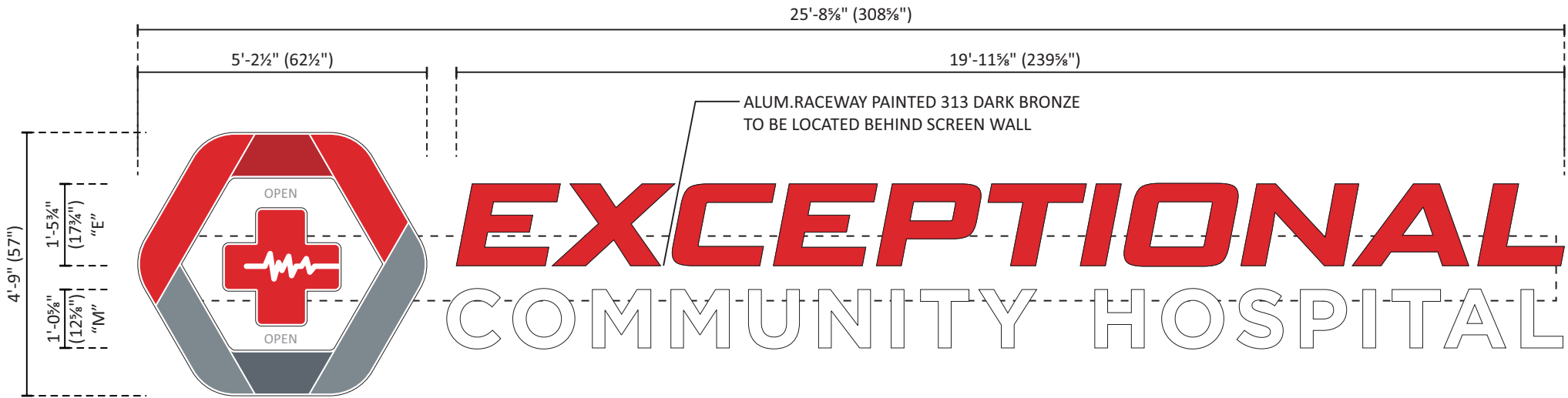
Signature
MM/DD/YYYY

All rights reserved. The artwork depicted herein are copyrighted and are the exclusive property of Pattison ID and as such cannot be reproduced and/or distributed, in whole or in part, without written permission of Pattison ID.

It is the Customer's responsibility to ensure that the sign installation location is suitable to accept and support the installation of the signs being ordered. Notify Pattison ID immediately if further details are required.



A division of Pattison ID
214.902.2000 chandlersigns.com



B

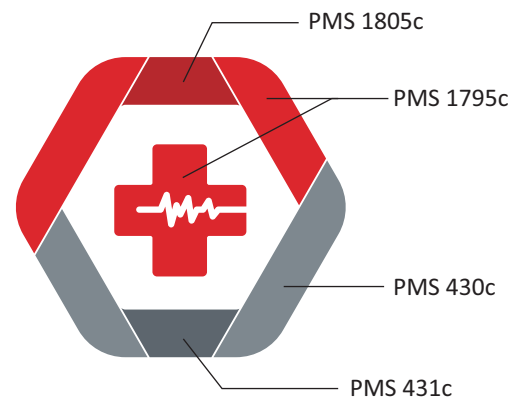
FACE-LIT CHANNEL LOGO/LETTERS

ONE [1] SET REQUIRED - MANUFACTURE & INSTALL

SCALE: 3/8" = 1'-0"

70.95 Sq.Ft.

ENGINEERING NOTE: REFERENCE WO# 0420100 FOR SAME SIGN @ PRESCOTT, AZ LOCATION

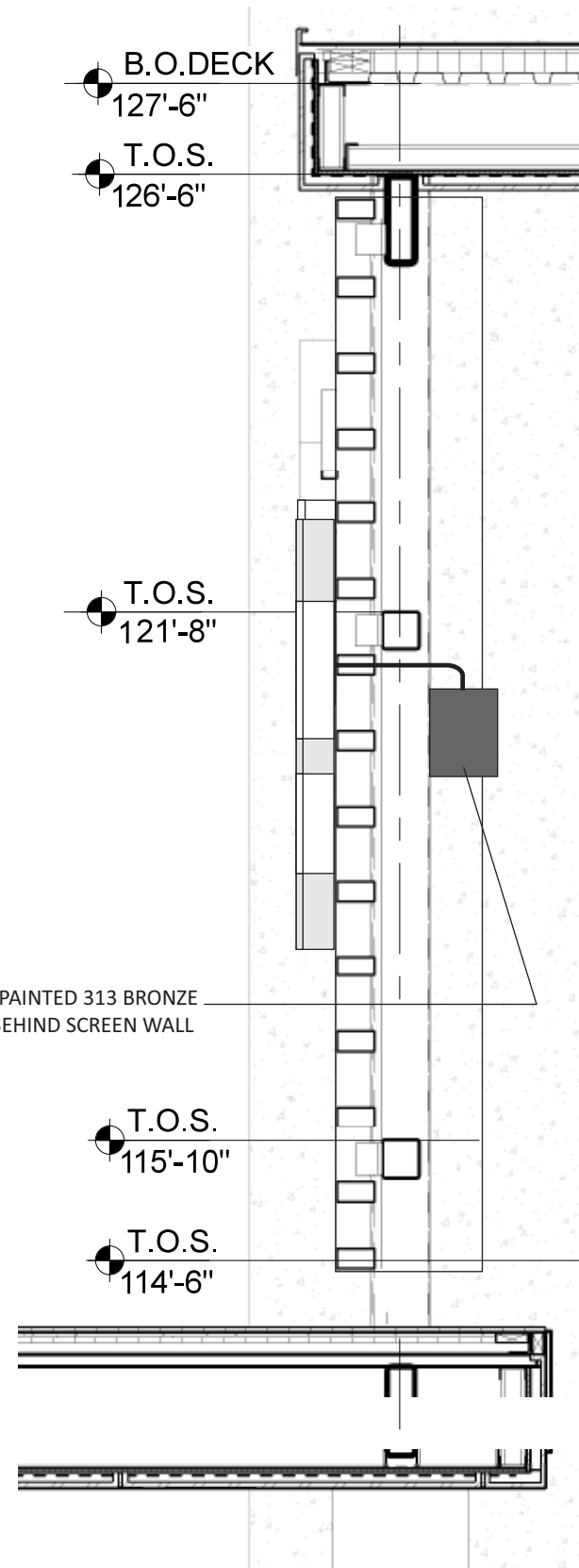


LOGO COLOR DETAIL

ALUM. RACEWAY PAINTED 313 BRONZE TO BE LOCATED BEHIND SCREEN WALL

END VIEW

SCALE: 1/2" = 1'-0"



Project ID
0424646Ar5

EXCEPTIONAL
COMMUNITY HOSPITAL
340 E. MILLIGAN RD
ELOY, AZ

Date: 09-26-2024
Contact: WF / JR
Designer: SDM

Sign Item

BUILDING LTRS

Scale: 3/8" = 1'-0"

Revision Note

R1 TS-10/7/24: A - New Pylon
B - H Adj. notes and updt. site plan
R2-AC-1/21/25: rev A opts
R3:BV:03/18/25: (A) DELETE OPT 2

APV KMc 3/28/25

R4 JMC 4/18/25: REVISED SIGN A
R5:BV:04/24/25: (A,G) RELOCATE

Information Required for Production

Customer Approval

Signature

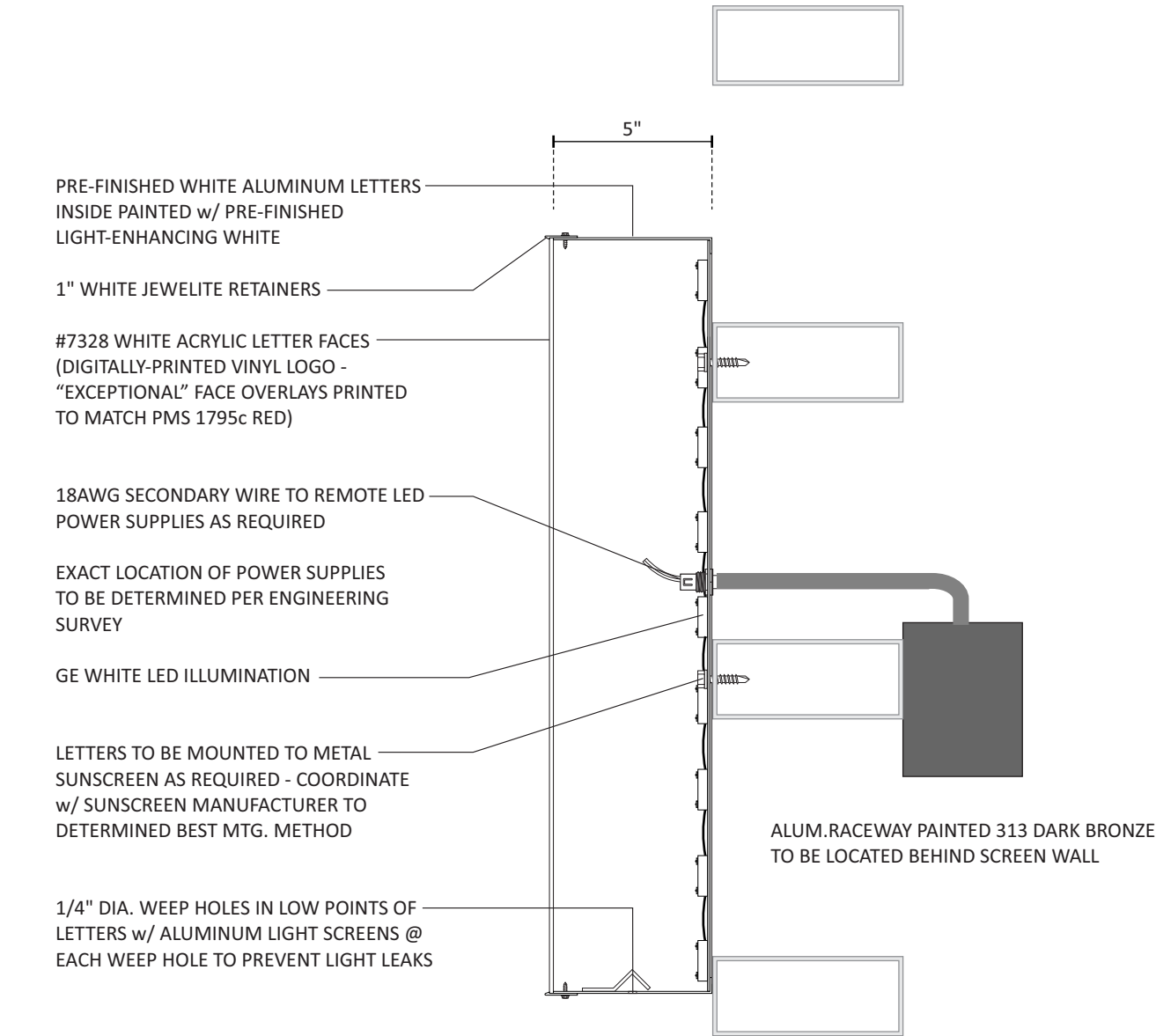
MM/DD/YYYY

All rights reserved. The artwork depicted herein are copyrighted and are the exclusive property of Pattison ID and as such cannot be reproduced and/or distributed, in whole or in part, without written permission of Pattison ID.

It is the Customer's responsibility to ensure that the sign installation location is suitable to accept and support the installation of the signs being ordered. Notify Pattison ID immediately if further details are required.

CHANDLER
SIGNS

A division of Pattison ID
214.902.2000 chandlersigns.com



B LETTER SECTION DETAIL 3/16" = 1"
REMOTE POWER SUPPLY

Project ID
0424646Ar5

EXCEPTIONAL
COMMUNITY HOSPITAL
340 E. MILLIGAN RD
ELOY, AZ

Date: 09-26-2024
Contact: WF / JR
Designer: SDM

Sign Item

BUILDING LTRS

Scale: 3/16"=1"

Revision Note

R1 TS-10/7/24: A - New Pylon
B - H Adj. notes and updt. site
plan
R2-AC-1/21/25: rev A opts
R3:BV:03/18/25: (A) DELETE
OPT 2

APV KMc 3/28/25

R4 JMC 4/18/25: REVISED SIGN
A
R5:BV:04/24/25: (A,G)
RELOCATE

Information Required
for Production

Customer Approval

Signature

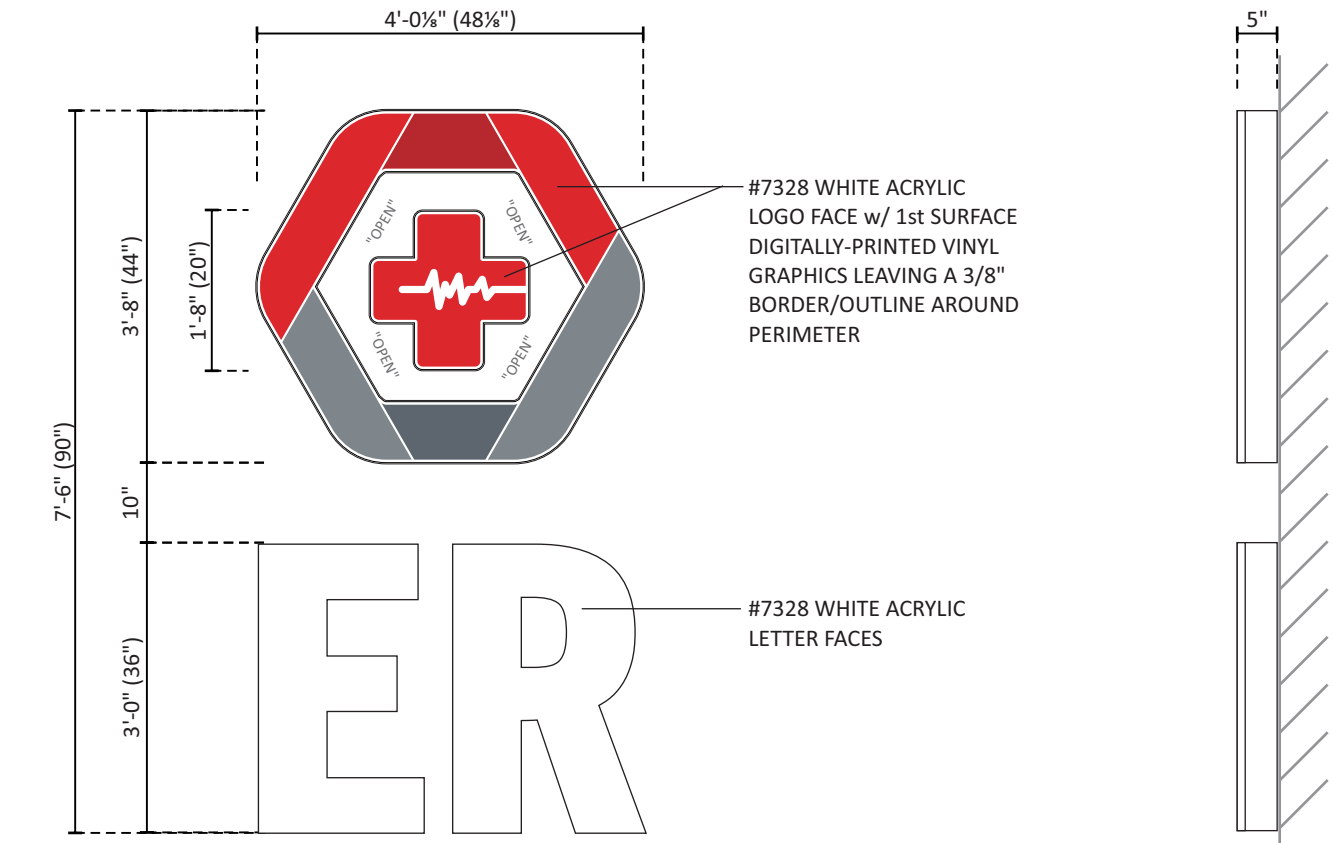
MM/DD/YYYY

All rights reserved. The artwork depicted herein are copyrighted and are the exclusive property of Pattison ID and as such cannot be reproduced and/or distributed, in whole or in part, without written permission of Pattison ID.

It is the Customer's responsibility to ensure that the sign installation location is suitable to accept and support the installation of the signs being ordered. Notify Pattison ID immediately if further details are required.

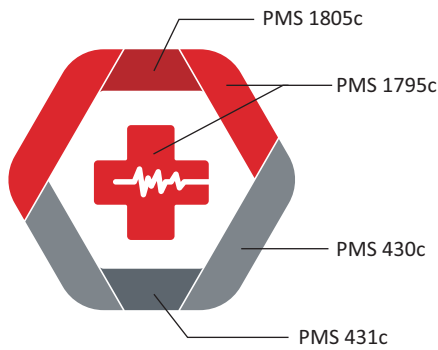


A division of Pattison ID
214.902.2000 chandlersigns.com



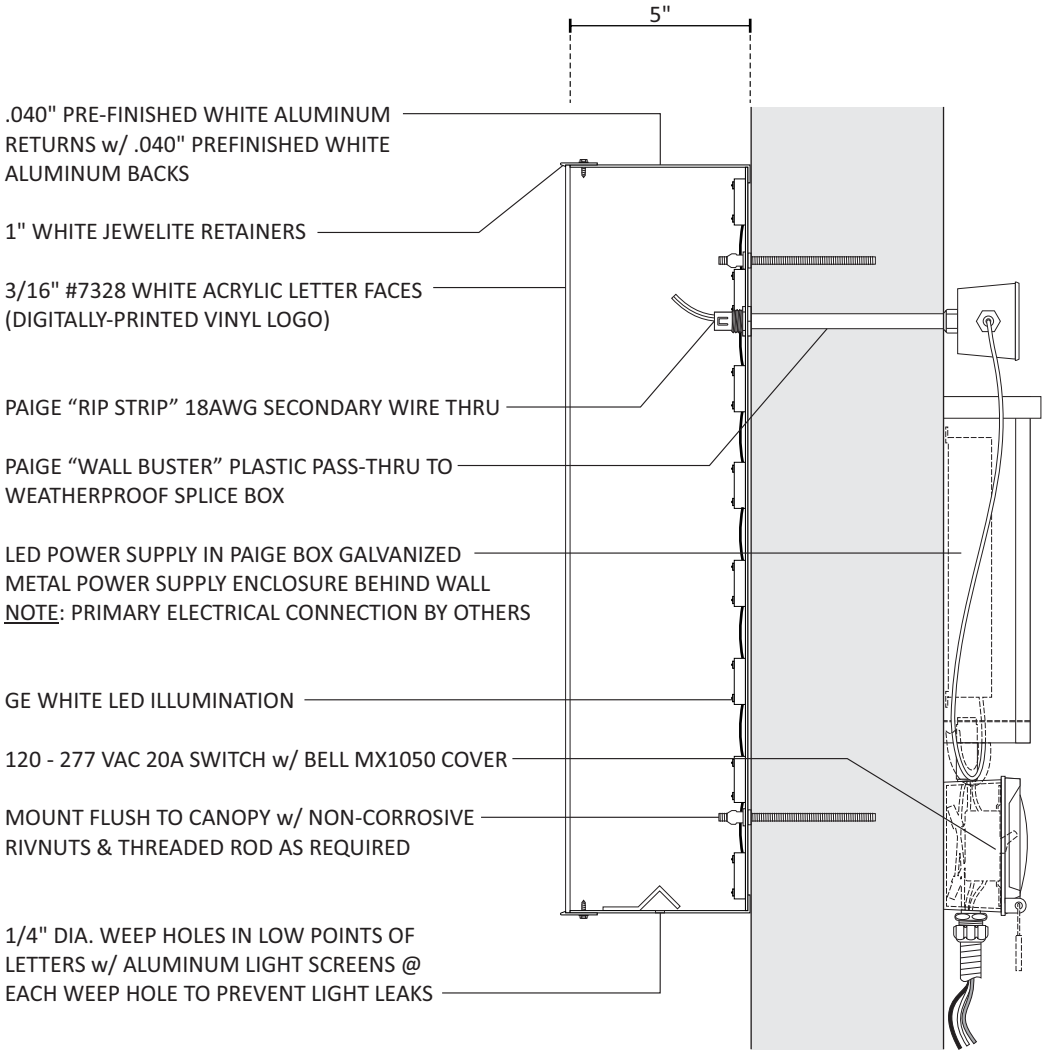
CD LETTER DETAIL SCALE: 1/2" = 1'-0"
TWO [2] SETS REQUIRED - MANUFACTURE & INSTALL 25.45 Sq.Ft.

ENGINEERING NOTE: REFERENCE WO# 0420100 FOR SAME SIGN @ PRESCOTT, AZ LOCATION



LOGO COLOR DETAIL

END VIEW



LETTER SECTION DETAIL 3/16" = 1"
REMOTE POWER SUPPLY

Project ID
0424646Ar5

**EXCEPTIONAL
COMMUNITY HOSPITAL**
340 E. MILLIGAN RD
ELOY, AZ

Date: 09-26-2024

Contact: WF / JR

Designer: SDM

Sign Item

BUILDING LTRS / LOGO

Scale: 1/2" = 1'-0"

Revision Note

R1 TS-10/7/24: A - New Pylon
B - H Adj. notes and updt. site
plan

R2-AC-1/21/25: rev A opts

R3:BV:03/18/25: (A) DELETE
OPT 2

APV KMc 3/28/25

R4 JMC 4/18/25: REVISED SIGN
A

R5:BV:04/24/25: (A,G)
RELOCATE

**Information Required
for Production**

Customer Approval

Signature

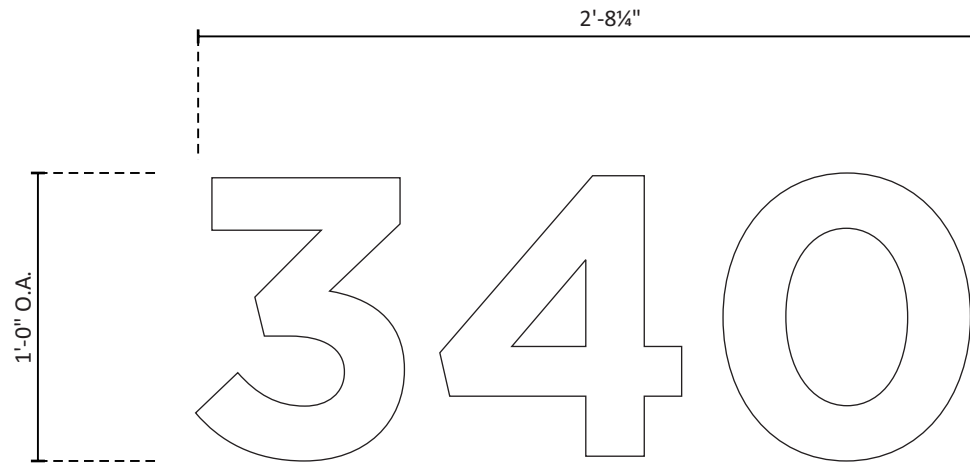
MM/DD/YYYY

All rights reserved. The artwork depicted herein are copyrighted and are the exclusive property of Pattison ID and as such cannot be reproduced and/or distributed, in whole or in part, without written permission of Pattison ID.

It is the Customer's responsibility to ensure that the sign installation location is suitable to accept and support the installation of the signs being ordered. Notify Pattison ID immediately if further details are required.



A division of Pattison ID
214.902.2000 chandlersigns.com



E

BUILDING ADDRESS FCO's

ONE [1] SET REQUIRED - MANUFACTURE & INSTALL:

1/4" FLAT CUT-OUT ALUMINUM NUMERALS PAINTED WHITE

STUD-MOUNTED FLUSH TO WALL AS REQUIRED

SCALE: 1½" = 1' - 0"

Project ID
0424646Ar5

EXCEPTIONAL
COMMUNITY HOSPITAL
340 E. MILLIGAN RD
ELOY, AZ

Date: 09-26-2024
Contact: WF / JR
Designer: SDM

Sign Item

BLD'G ADDRESS

Scale: 1½" = 1'-0"

Revision Note

R1 TS-10/7/24: A - New Pylon
B - H Adj. notes and updt. site
plan
R2-AC-1/21/25: rev A opts
R3:BV:03/18/25: (A) DELETE
OPT 2

APV KMc 3/28/25

R4 JMC 4/18/25: REVISED SIGN
A
R5:BV:04/24/25: (A,G)
RELOCATE

Information Required
for Production

Customer Approval

Signature

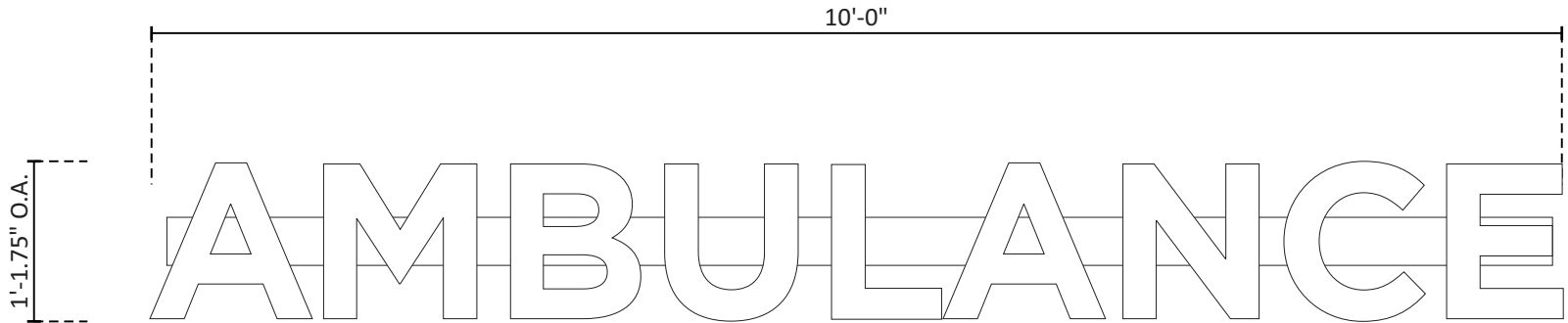
MM/DD/YYYY

All rights reserved. The artwork depicted herein are copyrighted and are the exclusive property of Pattison ID and as such cannot be reproduced and/or distributed, in whole or in part, without written permission of Pattison ID.

It is the Customer's responsibility to ensure that the sign installation location is suitable to accept and support the installation of the signs being ordered. Notify Pattison ID immediately if further details are required.



A division of Pattison ID
214.902.2000 chandlersigns.com

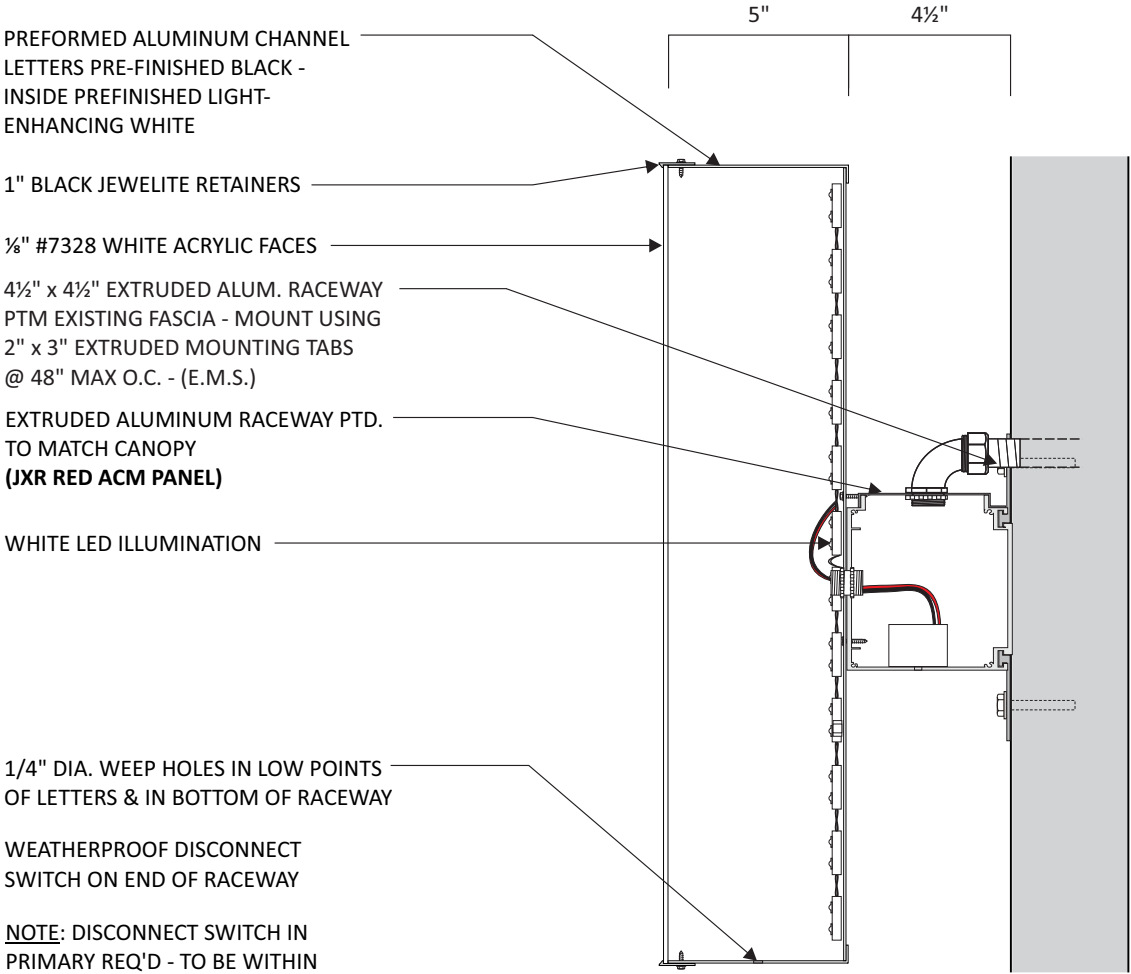


F

FACE-LIT CHANNEL LETTERS ON RACEWAY

ONE [1] SET REQUIRED - MANUFACTURE & INSTALL

SCALE: 3/4" = 1'-0"



LED LETTER SECTION
RACEWAY-MOUNTED

3/16" = 1"

Project ID
0424646Ar5

EXCEPTIONAL
COMMUNITY HOSPITAL
340 E. MILLIGAN RD
ELOY, AZ

Date: 09-26-2024
Contact: WF / JR
Designer: SDM

Sign Item

BUILDING LTRS

Scale: 3/4" = 1'-0"

Revision Note

R1 TS-10/7/24: A - New Pylon
B - H Adj. notes and updt. site
plan
R2-AC-1/21/25: rev A opts
R3:BV:03/18/25: (A) DELETE
OPT 2

APV KMc 3/28/25

R4 JMC 4/18/25: REVISED SIGN
A
R5:BV:04/24/25: (A,G)
RELOCATE

Information Required
for Production

Customer Approval

Signature

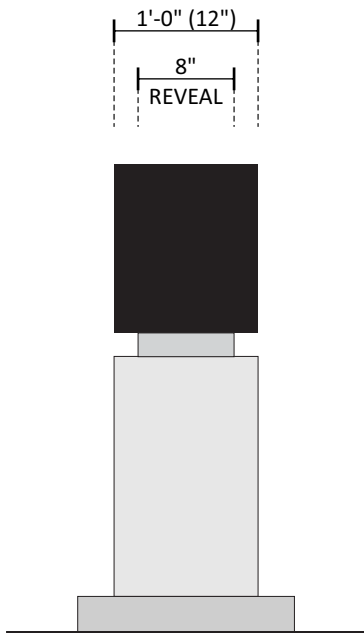
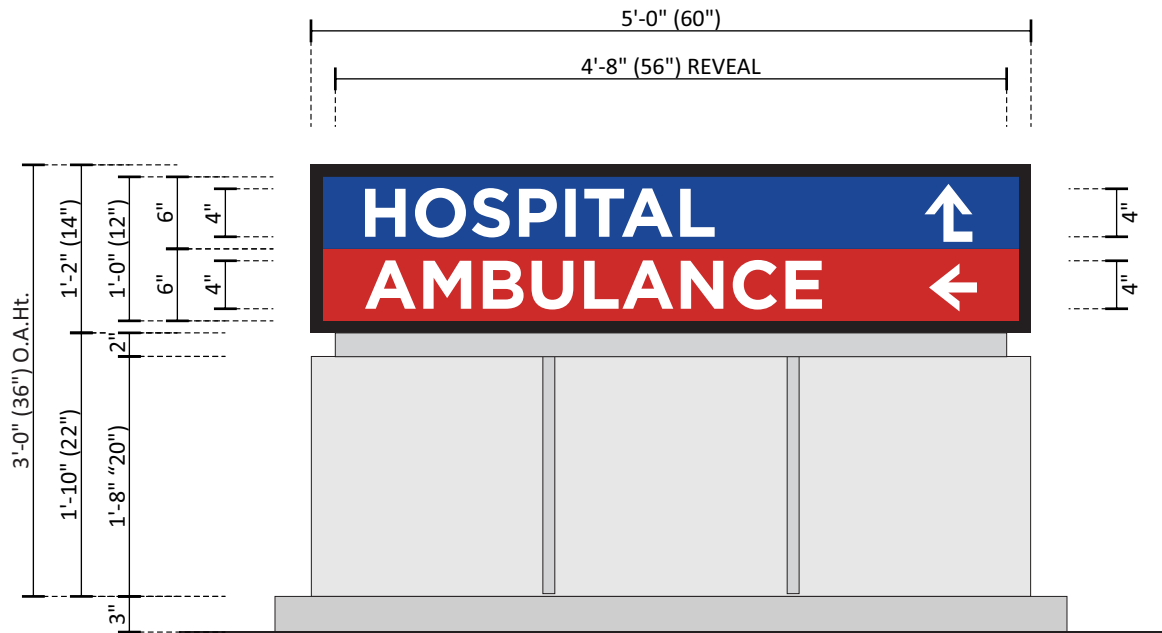
MM/DD/YYYY

All rights reserved. The artwork depicted herein are copyrighted and are the exclusive property of Pattison ID and as such cannot be reproduced and/or distributed, in whole or in part, without written permission of Pattison ID.

It is the Customer's responsibility to ensure that the sign installation location is suitable to accept and support the installation of the signs being ordered. Notify Pattison ID immediately if further details are required.



A division of Pattison ID
214.902.2000 chandlersigns.com



D/F DIRECTIONAL SIGN

SCALE: 3/4" = 1'-0"

ONE [1] REQUIRED - MANUFACTURE & INSTALL:

D/F ALUMINUM FABRICATED CABINET PAINTED BLACK -
ALUMINUM RETAINERS PAINTED BLACK

#7328 WHITE ACRYLIC FACES w/ 1st SURFACE APPLIED 3M VINYL OVERLAYS
w/ SHOW-THRU WHITE COPY & ARROWS -
3630-33 RED VINYL & 3630-97 BRISTOL BLUE VINYL

ALUMINUM REVEAL & ALUMINUM BASE w/ 1" DEEP CHANNELS -
PAINTED AKZO 91163-33 "SATIN ALUMINUM"

WHITE LED ILLUMINATION

CONCRETE MAINTENANCE PAD w/ #3 REBAR @12" O.C. BOTH DORECTIONS

STEEL PIPE SUPPORT SET IN CONCRETE PIER FOUNDATION AS REQUIRED
PER LOCAL CODES & CONDITIONS

END VIEW

OPPOSITE FACE (FRONT)

**ENGINEERING NOTE: REFERENCE WO# 0420100 FOR SAME SIGN
@ PRESCOTT, AZ LOCATION**

Project ID
0424646Ar5

**EXCEPTIONAL
COMMUNITY HOSPITAL**
340 E. MILLIGAN RD
ELOY, AZ

Date: 09-26-2024

Contact: WF / JR

Designer: SDM

Sign Item

DIRECTIONAL SIGN

Scale: 3/4" = 1'-0"

Revision Note

R1 TS-10/7/24: A - New Pylon
B - H Adj. notes and updt. site
plan

R2-AC-1/21/25: rev A opts

R3:BV:03/18/25: (A) DELETE
OPT 2

APV KMc 3/28/25

R4 JMC 4/18/25: REVISED SIGN
A

R5:BV:04/24/25: (A,G)
RELOCATE

Information Required for Production

Customer Approval

Signature

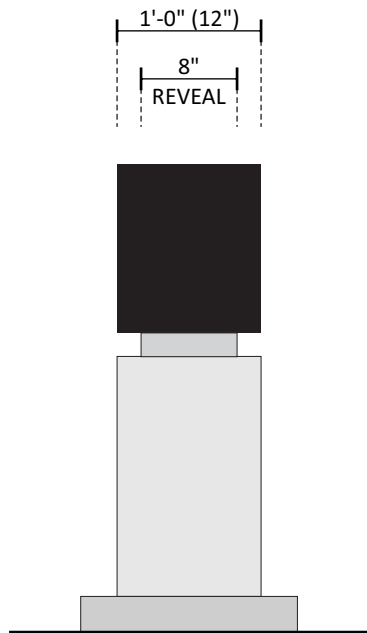
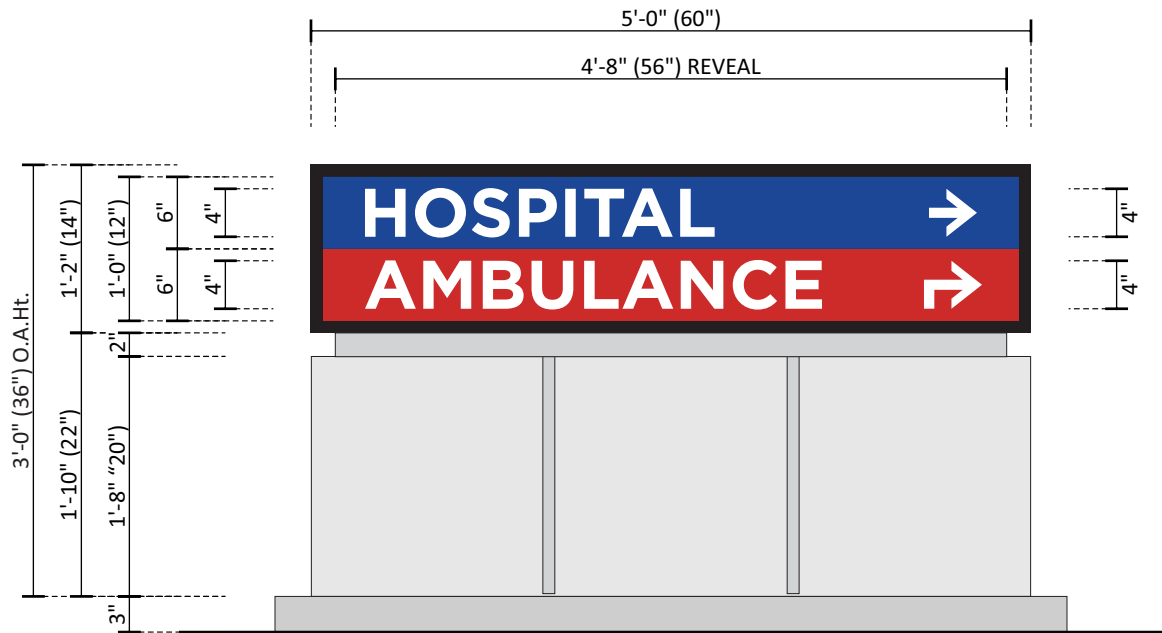
MM/DD/YYYY

All rights reserved. The artwork depicted
herein are copyrighted and are the exclusive
property of Pattison ID and as such cannot
be reproduced and/or distributed, in whole
or in part, without written permission of
Pattison ID.

It is the Customer's responsibility to ensure
that the sign installation location is suitable
to accept and support the installation of the
signs being ordered. Notify Pattison ID
immediately if further details are required.



A division of Pattison ID
214.902.2000 chandler signs.com



D/F DIRECTIONAL SIGN

SCALE: 3/4" = 1'-0"

ONE [1] REQUIRED - MANUFACTURE & INSTALL:

D/F ALUMINUM FABRICATED CABINET PAINTED BLACK -
ALUMINUM RETAINERS PAINTED BLACK

#7328 WHITE ACRYLIC FACES w/ 1st SURFACE APPLIED 3M VINYL OVERLAYS
w/ SHOW-THRU WHITE COPY & ARROWS -
3630-33 RED VINYL & 3630-97 BRISTOL BLUE VINYL

ALUMINUM REVEAL & ALUMINUM BASE w/ 1" DEEP CHANNELS -
PAINTED AKZO 91163-33 "SATIN ALUMINUM"

WHITE LED ILLUMINATION

CONCRETE MAINTENANCE PAD w/ #3 REBAR @12" O.C. BOTH DORECTIONS

STEEL PIPE SUPPORT SET IN CONCRETE PIER FOUNDATION AS REQUIRED
PER LOCAL CODES & CONDITIONS

END VIEW

OPPOSITE FACE

**ENGINEERING NOTE: REFERENCE WO# 0420100 FOR SAME SIGN
@ PRESCOTT, AZ LOCATION**

Project ID
0424646Ar5

**EXCEPTIONAL
COMMUNITY HOSPITAL**
340 E. MILLIGAN RD
ELOY, AZ

Date: 09-26-2024
Contact: WF / JR
Designer: SDM

Sign Item

DIRECTIONAL SIGN

Scale: 3/4" = 1'-0"

Revision Note

R1 TS-10/7/24: A - New Pylon
B - H Adj. notes and updt. site
plan
R2-AC-1/21/25: rev A opts
R3:BV:03/18/25: (A) DELETE
OPT 2

APV KMc 3/28/25

R4 JMC 4/18/25: REVISED SIGN
A

R5:BV:04/24/25: (A,G)
RELOCATE

Information Required for Production

Customer Approval

Signature

MM/DD/YYYY

All rights reserved. The artwork depicted herein are copyrighted and are the exclusive property of Pattison ID and as such cannot be reproduced and/or distributed, in whole or in part, without written permission of Pattison ID.

It is the Customer's responsibility to ensure that the sign installation location is suitable to accept and support the installation of the signs being ordered. Notify Pattison ID immediately if further details are required.



A division of Pattison ID
214.902.2000 chandler signs.com

NORTH

S. SUNSHINE BLVD.

MILLIGAN ROAD

I-10 SERVICE ROAD

CURRENT
PHASE I SITE
5.42 ACRES

EXACT LOCATIONS AND
AND SETBACKS FOR
SIGNS A,G & H
(PYLON & DIRECTIONALS)
TO BE VERIFIED

SITE PLAN

NTS

Project ID
042464Ar3

EXCEPTIONAL
COMMUNITY HOSPITAL
340 E. MILLIGAN RD
ELOY, AZ

Date:
Contact: WF / JR
Designer: SDM

Sign Item

SITE PLAN

Scale: NO SCALE

Revision Note

Information Required
for Production

Customer Approval

Signature

MM/DD/YYYY

All rights reserved. The artwork depicted herein are copyrighted and are the exclusive property of Pattison ID and as such cannot be reproduced and/or distributed, in whole or in part, without written permission of Pattison ID.

It is the Customer's responsibility to ensure that the sign installation location is suitable to accept and support the installation of the signs being ordered. Notify Pattison ID immediately if further details are required.



A division of Pattison ID
214.902.2000 chandlersigns.com

APN:
411081810
621 S PENN ST
ELOY

FIR ST.

APN:
411081820
701 S PENN ST
ELOY

S. SUNSHINE BLVD.

MILLIGAN ROAD

I-10 SERVICE ROAD

INTERSTATE HWY I-10
INTERSTATE HWY I-10 OFF RAMP

I-10

CURRENT
PHASE I SITE
5.42 ACRES

FUTURE
PHASE II SITE
4.58 ACRES

SITE PLAN KEYED NOTES BY SYMBOL "XX"

1. PARKING STALL STRIPING
2. PAINTED STRIPING @ CROSS WALK, ACCESSIBLE AISLES - PROVIDE "NO PARKING LABEL"
3. PAINTED ACCESSIBLE PARKING STALL SYMBOL
4. ACCESSIBLE CURB RAMP: COORDINATE WIDTH WITH CURB RETURNS. REFERENCE DETAIL 7/G1.00
5. CONCRETE SIDEWALK/FLATWORK; RE: CIVIL. SOIL CONDITIONING FOR BUILDING SLAB SHALL BE EXTENDED OUT TO INCLUDE AREAS BELOW ALL SIDEWALK/FLATWORK DIRECTLY ADJACENT.
6. 8 YARD DUMPSTER
7. BOLLARDS: 6" STEEL PIPE X 48" HIGH, GROUT FILLED.
8. 8" HIGH WALL W/ SOLID GATES. REFER TO SHEET AS1.2 SITE DETAILS FOR MORE INFORMATION.
9. WHEEL STOP
10. TRANSFORMER & CONCRETE PAD. REF. MEP - COORD. FINAL LOCATION BASED ON LOCAL BUILDING CODES.
11. FIRE DEPARTMENT CONNECTION. REFER TO CIVIL/MEP
12. MONUMENT SIGNS - UNDER SEPARATE CONTRACT - PROVIDE ELECTRICAL CONNECTION - COORD. FINAL LOCATIONS AND NUMBER WITH OWNER
13. LANDSCAPING RE: LANDSCAPE AN IRRIGATION DRAWINGS FOR SPECIES, COUNT, AND LOCATION OF PLANT MATERIAL AND IRRIGATION.
14. GENERATOR, CONCRETE PAD RE:MEP - COORD. FINAL LOCATION BASED ON LOCAL BUILDING CODES.
15. BICYCLE RACK - PER CITY REQUIREMENTS
16. EXTERIOR SITE LIGHTING - RE:SITE UTILITY DRAWINGS FOR FINAL LOCATIONS, COUNT, AND PHOTOMETRICS
17. ACCESSIBLE WALK WAY FROM PUBLIC ACCESS TO FACILITY ENTRANCE
18. VAN ACCESSIBLE PARKING SPACE
19. COVERED PARKING SPACES FULL CANTILEVER SUPPORTS. REFERENCE SPECIFICATIONS
20. 8" HIGH WALL; REFER TO SHEET AS1.2 FOR SIMILAR DETAILS
21. CART WASHING AREA - PER FGI A2.1.4.3.3 (5) PROVIDE A HIGH-PRESSURE WATER AND CHEMICAL HOSE/SPRAY SYSTEM TO FACILITATE CLEANING AND A CART-DRYING AREA WHERE CARTS CAN AIR-DRY.
22. ACCESSIBLE PARKING SIGN
23. RETENTION POND - RE:CIVIL
24. FLAG POLE LOCATION PROVIDE (3) FIXTURES PER FLAG POLE. B.O.D. VISTA MODEL 1188 SPEC# 1188-B-NS-50-C-MV-CX-ND-A34-T05
25. GREASE INTERCEPTOR (RE:MEP) COORDINATE FINAL LOCATION WITH ALL UTILITIES AND CONCRETE WORK.
26. UNDERGROUND STORAGE TANK - REF. MEP - COORDINATE FINAL LOCATION WITH UNDERGROUND UTILITIES AND CONCRETE WORK.
27. PROVIDE TRUNCATED DOMES AT ALL VEHICLE TRAFFIC CROSSINGS
28. HOSPITAL HELIPORT- PRIVATE USE CONSISTS OF LANDING SURFACE WITH NO FUELING, DEFUELING, MAINTENANCE, REPAIRS, OR STRUCTURES PROVIDING STORAGE OF HELICOPTER - PROVIDE FLATWORK, MARKINGS, LIGHTING, AND WIND CONE PER CIVIL DRAWINGS AND FAA ADVISORY CIRCULAR AC150/5390-2D HELIPORT DESIGN. RE: 12/AS1.2
29. PROVIDE INGROUND LIGHT FIXTURE RE: 13/AS1.2
30. PROVIDE WINDCONE ASSEMBLY INTERNALLY LIT 10' ON CONCRETE RE: 11/AS1.2
31. PROVIDE 5'-0" HIGH CHAIN METAL SECURITY FENCE. PROVIDE GATE
32. OAH PYLON SIGNAGE RE:SIGNAGE PACKAGE
33. NEW HYDRANT RE:CIVIL

SITE PLAN GENERAL NOTES

1. DO NOT SCALE DRAWINGS.
2. REFER CIVIL ENGINEERING DOCUMENTS FOR ADDITIONAL INFORMATION AND DIMENSION CONTROL.
3. CONFIRM LOCATIONS, QUANTITIES, AND COMPLETENESS OF SITE UTILITIES INSTALLED BY OTHERS.
4. IN NO INSTANCE SHALL PAVING OR FLATWORK DIRECTLY ADJACENT TO THE BUILDING BE HIGHER IN ELEVATION THAN FINISH FLOOR, OR OTHERWISE SLOPE (DRAIN) TO THE BUILDING.
5. IN NO INSTANCE SHALL THE ACCESSIBLE PARKING STALLS, ACCESS AISLES, OR ACCESS ROUTES EXCEED A MAXIMUM SLOPE OF 2% IN ANY DIRECTION, UNLESS NOTED OTHERWISE.
6. PROVIDE FIRE LANE STRIPING AS REQUIRED BY THE FIRE MARSHALL OR LOCAL FIRE AUTHORITY HAVING JURISDICTION.
7. SPACE SIDEWALK/FLATWORK CONTROL JOINTS @ 5'-0" O.C., TYPICAL (U.N.O.) AND EXPANSION JOINTS @ 20'-0" O.C. MAXIMUM (U.N.O.)
8. REFER TO GEOTECHNICAL REPORTS IN CONJUNCTION WITH PROVIDING ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES TO COMPLETE ALL EARTHWORK, EXCAVATION, COMPACTION, IMPORTATION OF FILL OR REMOVAL OF EXISTING MATERIALS AS REQUIRED FOR ALL BUILDING AND SITE CONSTRUCTION AS PART OF THE SCOPE OF THIS WORK.
9. TYPICAL PARKING AREA PAINTED STRIPING SHALL BE 4" WIDE STRIPING PAINTED WITH TWO (2) COATS TRAFFIC WHITE, WITH 7 MIL DRY FILM THICKNESS PER COAT.
10. REFER TO LANDSCAPING AND IRRIGATION PLANS FOR PLANTING AND IRRIGATION WORK SCOPE. COORDINATE LOCATION OF IRRIGATION METER WITH CIVIL. CONFIRM LOCATION OF IRRIGATION CONTROLLER WITH OWNER PRIOR TO ROUGH-IN.
11. CONFIRM LOCATIONS, QUANTITIES, AND COMPLETENESS OF SITE UTILITIES PRIOR TO BEGINNING SERVICE CONNECTIONS TO THE BUILDING. GENERAL CONTRACTOR SHALL COORDINATE UTILITY LOCATIONS AT THE BUILDING WITH CIVIL DRAWINGS AND LOCAL UTILITY COMPANIES.
12. THE GENERAL CONTRACTOR SHALL PROTECT ALL COMPLETED SITE WORK IMPROVEMENTS DURING BUILDING CONSTRUCTION.
13. PRIOR TO SUBMITTING BID, THE GENERAL CONTRACTOR SHALL VISIT THE SITE AND INCLUDE IN BID ANY PROVISIONS FOR SITE CONDITIONS THAT CAN BE REASONABLY INFERRED TO IMPACT BUILDING CONSTRUCTION.
14. UNLESS SPECIFIED BY CIVIL/ STRUCTURAL ENGINEER, THE BASIS OF DESIGN FOR SIDEWALKS AND FLATWORK IMMEDIATELY ADJACENT TO THE BUILDING SHALL BE 4" THICK 3000 PSI CONCRETE WITH #3 BARS PLACED 18" O.C.E.W. ON 6" OF CRUSHED AGGREGATE BASE. CONCRETE SIDEWALKS AND FLATWORK SHALL HAVE A STANDARD BROOM FINISH. REFER CIVIL FOR ALL PAVING DESIGN/DETAILS.
15. IN THE EVENT THE BUILDING CONTRACTOR IS DIFFERENT THAN THE SITE CONTRACTOR, THE BUILDING CONTRACTOR SHALL VERIFY THAT BUILDING PAD CONSTRUCTION IS COMPLETE, AND OBTAIN A COPY OF THE PAD CERTIFICATE PRIOR TO START OF BUILDING CONSTRUCTION. FORWARD COPY OF THE BUILDING PAD CERTIFICATE TO THE OWNER AND ARCHITECT.

SITE TABULATION

SITE AREA:	5.42 AC
BUILDING AREA:	
HOSPITAL	20,854 SF
SURGICAL BUILDING	3,595 SF
PARKING REQUIRED: (1.5/BED)	
8 TOTAL INPATIENT BEDS	12
CLINIC (1/200 SF):	8
SURGICAL BUILDING (1/200 SF):	20
TOTAL PARKING REQUIRED:	40
PARKING PROVIDED:	100
ACCESSIBLE PARKING: (10%)	10
ACC. PARKING PROVIDED:	10
BICYCLES SPACES:	8
(1 PER 10 SPACES FOR FIRST 50)	
(1 PER 20 FOR REMAINING)	
BICYCLE SPACES PROVIDED:	11

NOTE:
SURVEYOR RESPONSIBLE FOR
VERIFICATION OF ALL DIMENSIONS

PROJECT # 2023-11

SAEED MAHBOUBI ARCHITECTURE
SAEED MAHBOUBI AIA
3314 CEDAR SPRINGS ROAD DALLAS, TEXAS 75219 | PHONE: (972) 607-0006

04/07/2025

ELOY, AZ. 85131

A NEW PROJECT FOR:

EXCEPTIONAL HEALTHCARE

Hospital - Eloy, Arizona

340 EAST MILLIGAN ROAD

DRAWING ISSUES:

ISSUE FOR PERMIT 07/31/2023

REVISION #6 04/08/2025
REVISION #5 02/14/2025
REVISION #4 / CITY 12/4/2024
REVISION #3 09/05/2024
ISSUE FOR ONSITE PERMIT
CITY COMMENTS/REV. #1 05/09/2024

JOB NO: 2023-11

ARCHITECTURAL SITE
PLAN

AS1.1



NORTH

S. SUNSHINE BLVD.

MILLIGAN ROAD

I-10 SERVICE ROAD

CURRENT
PHASE I SITE
5.42 ACRES

ONE-STORY
HOSPITAL
20,854 SQFT.

ONE-STORY
SURGICAL BUILDING
3,595 SQFT.

EMPLOYEE PARKING

PATIENT PARKING

SECONDARY AMBULANCE
(COVERED)
SURGERY CENTER
ENTRANCE (COVERED)

EXACT LOCATIONS AND
AND SETBACKS FOR
SIGNS A,G & H
(PYLON & DIRECTIONALS)
TO BE VERIFIED

SITE PLAN

NTS

Project ID
042464Ar3

EXCEPTIONAL
COMMUNITY HOSPITAL
340 E. MILLIGAN RD
ELOY, AZ

Date:
Contact: WF / JR
Designer: SDM

Sign Item

SITE PLAN

Scale: NO SCALE

Revision Note

Information Required
for Production

Customer Approval

Signature

MM/DD/YYYY

All rights reserved. The artwork depicted herein are copyrighted and are the exclusive property of Pattison ID and as such cannot be reproduced and/or distributed, in whole or in part, without written permission of Pattison ID.

It is the Customer's responsibility to ensure that the sign installation location is suitable to accept and support the installation of the signs being ordered. Notify Pattison ID immediately if further details are required.

CHANDLER
SIGNS

A division of Pattison ID
214.902.2000 chandlersigns.com

APN:
411081810
621 S PENN ST
ELOY

FIR ST.

APN:
411081820
701 S PENN ST
ELOY

S. SUNSHINE BLVD.

MILLIGAN ROAD

I-10 SERVICE ROAD

CURRENT
PHASE I SITE
5.42 ACRES

FUTURE
PHASE II SITE
4.58 ACRES

SITE PLAN KEYED NOTES BY SYMBOL "XX"

1. PARKING STALL STRIPING
2. PAINTED STRIPING @ CROSS WALK, ACCESSIBLE AISLES - PROVIDE "NO PARKING LABEL"
3. PAINTED ACCESSIBLE PARKING STALL SYMBOL
4. ACCESSIBLE CURB RAMP: COORDINATE WIDTH WITH CURB RETURNS. REFERENCE DETAIL 7/G1.00
5. CONCRETE SIDEWALK/FLATWORK; RE: CIVIL. SOIL CONDITIONING FOR BUILDING SLAB SHALL BE EXTENDED OUT TO INCLUDE AREAS BELOW ALL SIDEWALK/FLATWORK DIRECTLY ADJACENT.
6. 8 YARD DUMPSTER
7. BOLLARDS: 6" STEEL PIPE X 48" HIGH, GROUT FILLED.
8. 8' HIGH WALL W/ SOLID GATES. REFER TO SHEET AS1.2 SITE DETAILS FOR MORE INFORMATION.
9. WHEEL STOP
10. TRANSFORMER & CONCRETE PAD. REF. MEP - COORD. FINAL LOCATION BASED ON LOCAL BUILDING CODES.
11. FIRE DEPARTMENT CONNECTION. REFER TO CIVIL/MEP
12. MONUMENT SIGNS - UNDER SEPARATE CONTRACT - PROVIDE ELECTRICAL CONNECTION - COORD. FINAL LOCATIONS AND NUMBER WITH OWNER
13. LANDSCAPING RE: LANDSCAPE AN IRRIGATION DRAWINGS FOR SPECIES, COUNT, AND LOCATION OF PLANT MATERIAL AND IRRIGATION.
14. GENERATOR, CONCRETE PAD RE:MEP - COORD. FINAL LOCATION BASED ON LOCAL BUILDING CODES.
15. BICYCLE RACK - PER CITY REQUIREMENTS
16. EXTERIOR SITE LIGHTING - RE:SITE UTILITY DRAWINGS FOR FINAL LOCATIONS, COUNT, AND PHOTOMETRICS
17. ACCESSIBLE WALK WAY FROM PUBLIC ACCESS TO FACILITY ENTRANCE
18. VAN ACCESSIBLE PARKING SPACE
19. COVERED PARKING SPACES FULL CANTILEVER SUPPORTS. REFERENCE SPECIFICATIONS
20. 8' HIGH WALL; REFER TO SHEET AS1.2 FOR SIMILAR DETAILS
21. CART WASHING AREA - PER FGI A2.1.4.3.3 (5) PROVIDE A HIGH-PRESSURE WATER AND CHEMICAL HOSE/SPRAY SYSTEM TO FACILITATE CLEANING AND A CART-DRYING AREA WHERE CARTS CAN AIR-DRY.
22. ACCESSIBLE PARKING SIGN
23. RETENTION POND - RE:CIVIL
24. FLAG POLE LOCATION PROVIDE (3) FIXTURES PER FLAG POLE. B.O.D. VISTA MODEL 1188 SPEC# 1188-B-NS-50-C-MV-CX-ND-A34-T05
25. GREASE INTERCEPTOR (RE:MEP) COORDINATE FINAL LOCATION WITH ALL UTILITIES AND CONCRETE WORK.
26. UNDERGROUND STORAGE TANK - REF. MEP - COORDINATE FINAL LOCATION WITH UNDERGROUND UTILITIES AND CONCRETE WORK.
27. PROVIDE TRUNCATED DOMES AT ALL VEHICLE TRAFFIC CROSSINGS
28. HOSPITAL HELIPORT- PRIVATE USE CONSISTS OF LANDING SURFACE WITH NO FUELING, DEFUELING, MAINTENANCE, REPAIRS, OR STRUCTURES PROVIDING STORAGE OF HELICOPTER - PROVIDE FLATWORK, MARKINGS, LIGHTING, AND WIND CONE PER CIVIL DRAWINGS AND FAA ADVISORY CIRCULAR AC150/5390-2D HELIPORT DESIGN. RE: 12/AS1.2
29. PROVIDE INGROUND LIGHT FIXTURE RE: 13/AS1.2
30. PROVIDE WINDCONE ASSEMBLY INTERNALLY LIT 10' ON CONCRETE RE: 11/AS1.2
31. PROVIDE 5'-0" HIGH CHAIN METAL SECURITY FENCE. PROVIDE GATE
32. OAH PYLON SIGNAGE RE:SIGNAGE PACKAGE
33. NEW HYDRANT RE:CIVIL

SITE PLAN GENERAL NOTES

1. DO NOT SCALE DRAWINGS.
2. REFER CIVIL ENGINEERING DOCUMENTS FOR ADDITIONAL INFORMATION AND DIMENSION CONTROL.
3. CONFIRM LOCATIONS, QUANTITIES, AND COMPLETENESS OF SITE UTILITIES INSTALLED BY OTHERS.
4. IN NO INSTANCE SHALL PAVING OR FLATWORK DIRECTLY ADJACENT TO THE BUILDING BE HIGHER IN ELEVATION THAN FINISH FLOOR, OR OTHERWISE SLOPE (DRAIN) TO THE BUILDING.
5. IN NO INSTANCE SHALL THE ACCESSIBLE PARKING STALLS, ACCESS AISLES, OR ACCESS ROUTES EXCEED A MAXIMUM SLOPE OF 2% IN ANY DIRECTION, UNLESS NOTED OTHERWISE.
6. PROVIDE FIRE LANE STRIPING AS REQUIRED BY THE FIRE MARSHALL OR LOCAL FIRE AUTHORITY HAVING JURISDICTION.
7. SPACE SIDEWALK/FLATWORK CONTROL JOINTS @ 5'-0" O.C., TYPICAL (U.N.O.) AND EXPANSION JOINTS @ 20'-0" O.C. MAXIMUM (U.N.O.)
8. REFER TO GEOTECHNICAL REPORTS IN CONJUNCTION WITH PROVIDING ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES TO COMPLETE ALL EARTHWORK, EXCAVATION, REMOVAL OF EXISTING MATERIALS AS REQUIRED FOR ALL BUILDING AND SITE CONSTRUCTION AS PART OF THE SCOPE OF THIS WORK.
9. TYPICAL PARKING AREA PAINTED STRIPING SHALL BE 4" WIDE STRIPING PAINTED WITH TWO (2) COATS TRAFFIC WHITE, WITH 7 MIL DRY FILM THICKNESS PER COAT.
10. REFER TO LANDSCAPING AND IRRIGATION PLANS FOR PLANTING AND IRRIGATION WORK SCOPE. COORDINATE LOCATION OF IRRIGATION METER WITH CIVIL. CONFIRM LOCATION OF IRRIGATION CONTROLLER WITH OWNER PRIOR TO ROUGH-IN.
11. CONFIRM LOCATIONS, QUANTITIES, AND COMPLETENESS OF SITE UTILITIES PRIOR TO BEGINNING SERVICE CONNECTIONS TO THE BUILDING. GENERAL CONTRACTOR SHALL COORDINATE UTILITY LOCATIONS AT THE BUILDING WITH CIVIL DRAWINGS AND LOCAL UTILITY COMPANIES.
12. THE GENERAL CONTRACTOR SHALL PROTECT ALL COMPLETED SITE WORK IMPROVEMENTS DURING BUILDING CONSTRUCTION.
13. PRIOR TO SUBMITTING BID, THE GENERAL CONTRACTOR SHALL VISIT THE SITE AND INCLUDE IN BID ANY PROVISIONS FOR SITE CONDITIONS THAT CAN BE REASONABLY INFERRED TO IMPACT BUILDING CONSTRUCTION.
14. UNLESS SPECIFIED BY CIVIL/ STRUCTURAL ENGINEER, THE BASIS OF DESIGN FOR SIDEWALKS AND FLATWORK IMMEDIATELY ADJACENT TO THE BUILDING SHALL BE 4" THICK 3000 PSI CONCRETE WITH #3 BARS PLACED 18" O.C.E.W. ON 6" OF CRUSHED AGGREGATE BASE. CONCRETE SIDEWALKS AND FLATWORK SHALL HAVE A STANDARD BROOM FINISH. REFER CIVIL FOR ALL PAVING DESIGN/DETAILS.
15. IN THE EVENT THE BUILDING CONTRACTOR IS DIFFERENT THAN THE SITE CONTRACTOR, THE BUILDING CONTRACTOR SHALL VERIFY THAT BUILDING PAD CONSTRUCTION IS COMPLETE, AND OBTAIN A COPY OF THE PAD CERTIFICATE PRIOR TO START OF BUILDING CONSTRUCTION. FORWARD COPY OF THE BUILDING PAD CERTIFICATE TO THE OWNER AND ARCHITECT.

SITE TABULATION

SITE AREA:	5.42 AC
BUILDING AREA:	
HOSPITAL	20,854 SF
SURGICAL BUILDING	3,595 SF
PARKING REQUIRED: (1.5/BED)	
8 TOTAL INPATIENT BEDS	12
CLINIC (1/200 SF):	8
SURGICAL BUILDING (1/200 SF):	20
TOTAL PARKING REQUIRED:	40
PARKING PROVIDED:	100
ACCESSIBLE PARKING: (10%)	10
ACC. PARKING PROVIDED:	10
BICYCLES SPACES:	8
(1 PER 10 SPACES FOR FIRST 50)	
(1 PER 20 FOR REMAINING)	
BICYCLE SPACES PROVIDED:	11

NOTE:
SURVEYOR RESPONSIBLE FOR
VERIFICATION OF ALL DIMENSIONS

PROJECT # 2023-11

SAEED MAHBOUBI ARCHITECTURE
SAEED MAHBOUBI AIA
3314 CEDAR SPRINGS ROAD DALLAS, TEXAS 75219 | PHONE: (972) 607-0006

04/07/2025

ELOY, AZ. 85131

A NEW PROJECT FOR:

EXCEPTIONAL HEALTHCARE

Hospital - Eloy, Arizona

340 EAST MILLIGAN ROAD

DRAWING ISSUES:

ISSUE FOR PERMIT 07/31/2023

REVISION #6 04/08/2025
REVISION #5 02/14/2025
REVISION #4 / CITY 12/4/2024
REVISION #3 09/05/2024
ISSUE FOR ONSITE PERMIT
CITY COMMENTS/REV. #1 05/09/2024

JOB NO: 2023-11

ARCHITECTURAL SITE
PLAN

AS1.1

1 SITE PLAN
1" = 40'-0"



CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.C.**

Date: **6/9/2025**

Date submitted:
05/27/2025

Action: Other

Subject: Approval of a Final Plat for Blue Beacon Eloy, Case No. FP2025-004. The proposed Final Plat requests to reconfigure three (3) existing parcels into one (1) lot containing approximately four (4) acres and dedicate an additional right-of-way to the City of Eloy on the west side of South Sunshine Boulevard. Project Name: Blue Beacon Eloy.

Date requested:
6/9/2025

TO: Mayor and City Council

FROM: Dan Symer, Community Development Director

RECOMMENDATION:

Staff recommends that the City Council approve the Final Plat for Blue Beacon Eloy, Case No. FP2025-004.

DISCUSSION:

This is a request by Omar Cervantes, P.E., of XCL Engineering, LLC, on behalf of Blue Beacon International Inc., for a final plat to reconfigure three (3) existing parcels into one (1) lot containing approximately four acres and to dedicate a fifty-five (55) foot right-of-way to the City of Eloy on the west side of South Sunshine Boulevard adjacent to the property.

Conforming to the applicable provisions of the General Plan and Zoning Ordinance, the property on the proposed plat has a General Plan Land Use designation of Light Industrial. It is zoned General Commercial (C-2). Vehicular ingress to the property will be from East Vineyard Drive, and egress from South Sunshine Boulevard. Water infrastructure is located along the East Vineyard Drive alignment and on South Sunshine Boulevard. Wastewater lines exist on South Sunshine Boulevard and East Vineyard Drive. Before the acceptance of the street improvements, all necessary improvements to East Vineyard Drive shall be constructed to City of Eloy standards, as determined by the City Engineer or their designee.

FISCAL IMPACT:

No fiscal impacts are anticipated with the approval of the Final Plat.

Approved as to Form:

A handwritten signature in blue ink, appearing to read "Stephen R. Cooper". The signature is fluid and cursive, with the first name "Stephen" and last name "Cooper" being the most legible parts.

Stephen R. Cooper, City Attorney

NEW PARCEL
INCORPORATED

EXISTING
PARCELS

S SUNSHINE BLVD

FLYING Js

VINEYARD DR



CASE NO: FP2025-004: BLUE BEACON ELOY

© Copyright, XCL Engineering, LLC 2018 - This plan document set is the sole property of XCL Engineering, LLC. No alterations to these plans, other than adding "As-Built" information, are allowed by anyone other than authorized XCL Engineering, LLC employees.

FINAL PLAT

"BLUE BEACON ELOY"

A PORTION OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 8 EAST OF THE GILA AND RIVER SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

DEDICATION

STATE OF _____ }
COUNTY OF _____ } SS

KNOW ALL MEN BY THESE PRESENTS:

THAT BLUE BEACON INTERNATIONAL, INC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY PUBLISH THIS FINAL PLAT UNDER THE NAME OF "BLUE BEACON ELOY" A FINAL PLAT, LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 8 EAST, PINAL COUNTY, ARIZONA, AS SHOWN HEREON, AND HEREBY DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH OF THE STREETS, LOTS, TRACTS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH OF THE STREETS, LOTS, TRACTS AND EASEMENTS SHALL BE KNOWN BY THE NAME, NUMBER, OR LETTER GIVEN TO IT RESPECTIVELY.

BLUE BEACON INTERNATIONAL, INC, HEREBY DEDICATES AND CONVEYS TO THE CITY OF ELOY, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, ALL REAL PROPERTY DESIGNATED ON THIS PLAT AS "RIGHT-OF-WAY" OR "R/W" FOR USE AS PUBLIC RIGHT-OF-WAY.

BLUE BEACON INTERNATIONAL, INC, WARRANTS AND REPRESENTS TO THE CITY OF ELOY THAT IT IS THE SOLE OWNER OF THE PROPERTY COVERED BY THIS PLAT, AND THAT EVERY LENDER, EASEMENT HOLDER OR OTHER PERSON OR ENTITY HAVING ANY INTEREST THAT IS ADVERSE TO OR INCONSISTENT WITH THE FOREGOING DEDICATION, OR ANY OTHER REAL PROPERTY INTEREST CREATED OR TRANSFERRED BY THIS PLAT, HAS CONSENTED TO OR JOINED IN THIS PLAT AS EVIDENCED BY INSTRUMENTS WHICH ARE RECORDED WITH THE PINAL COUNTY RECORDER'S OFFICE OR WHICH BLUE BEACON INTERNATIONAL, INC, WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS PLAT IS RECORDED.

IN WITNESS WHEREOF:

BLUE BEACON INTERNATIONAL, INC, AN KANSAS CORPORATION, AS OWNER, HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THIS ____ DAY OF _____, 2025.

BLUE BEACON INTERNATIONAL, INC, AN KANSAS CORPORATION.

BY: _____ DATE: _____

ITS: _____

OWNER ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS

ON THIS ____ DAY OF _____, 2025, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGE SELF TO BE THE _____ OF BLUE BEACON INTERNATIONAL, INC, AN KANSAS CORPORATION, AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING LAND SPLIT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES: _____

DATE

BASIS OF BEARING

BASIS OF BEARING SOUTH 00 DEGREES 16 MINUTES 09 SECONDS EAST, THE EAST SECTION LINE OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

TITLE REFERENCE

THIS SURVEY IS BASED UPON THE REPORT OF COMMITMENT FOR TITLE INSURANCE ISSUE BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY FOR COMMITMENT FOR TITLE INSURANCE POLICY NO. SV2196285, AND DATED DECEMBER 19, 2002.

XCL ENGINEERING LLC HAS RELIED SOLELY UPON THE INFORMATION CONTAINED WITHIN THE REPORT OF TITLE AND SCHEDULE B DOCUMENTS PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY LISTED HEREON. XCL ENGINEERING LLC AND RICHARD E. JONES (RLS) MAKES NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE SUBJECT REPORT.

SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF DECEMBER, 2024; AND THIS PLAT REPRESENTS THE SURVEY MADE. I FURTHER CERTIFY ALL EXTERIOR SECTION MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE AND MATERIAL ARE ACCURATELY SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

RICHARD E. JONES
No. 27742
PHONE: (480)275-2711



NOTE:

A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

PLAT NOTES

- CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, FENCES AND DRIVEWAYS.
- ALL INDIVIDUAL LOT CORNERS SHALL BE SET WITH 1/2" REBAR AND CAP OR TAG BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT. PROPERTY CORNERS WILL BE SET AT COMPLETION OF MASS GRADING.
- THIS DEVELOPMENT IS WITHIN THE CITY OF ELOY WATER SUPPLY (SERVICE) AREA AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.

APPROVALS

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ELOY, ARIZONA ON THE ____ DAY OF _____, 2025.

APPROVED BY: _____ MAYOR

ATTEST: _____ CITY CLERK

THIS IS TO CERTIFY THAT THE AREA PLATTED HEREON IS APPROVED AND LIES WITH THE DOMESTIC WATER SERVICE AREA OF THE CITY OF ELOY WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY IN ACCORDANCE WITH A.R.S. 45-576.

CITY ENGINEER

DATE

COMMUNITY DEVELOPMENT DIRECTOR

DATE

LEGAL DESCRIPTION:

THAT PORTION OF THE NORTH HALF OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 16 MINUTES 09 SECONDS EAST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 18, ALSO BEING THE CENTERLINE OF SUNSHINE BOULEVARD, 913.29 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

THENCE CONTINUING SOUTH ALONG SAID EAST SECTION LINE, SOUTH 00 DEGREES 16 MINUTES 09 SECONDS EAST, A DISTANCE OF 240.00 FEET;

THENCE DEPARTING SAID SECTION LINE, SOUTH 88 DEGREES 13 MINUTES 35 SECONDS WEST, A DISTANCE OF 581.14 FEET;

THENCE NORTH 01 DEGREES 46 MINUTES 25 SECONDS WEST, A DISTANCE OF 5.05 FEET;

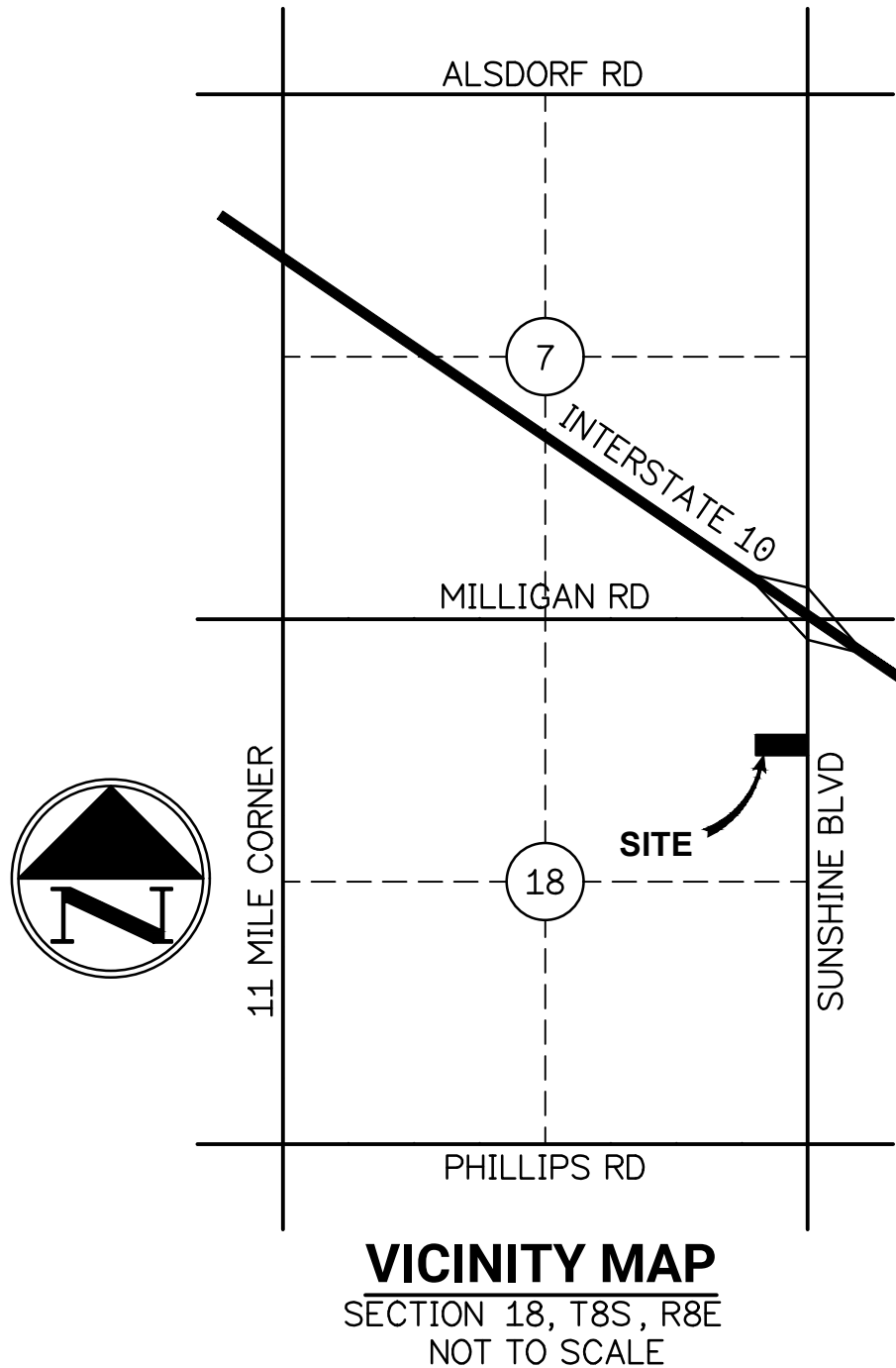
THENCE SOUTH 88 DEGREES 13 MINUTES 35 SECONDS WEST, A DISTANCE OF 119.62 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 90 DEGREES 00 MINUTES 04 SECONDS, HAVING A RADIUS OF 20.00 FEET, AND WHOSE LONG CHORD BEARS NORTH 46 DEGREES 46 MINUTES 23 SECONDS WEST, A DISTANCE OF 28.28 FEET;

THENCE NORTH 01 DEGREES 46 MINUTES 21 SECONDS WEST, A DISTANCE OF 46.94 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 16 DEGREES 13 MINUTES 05 SECONDS, HAVING A RADIUS OF 560.00 FEET, AND WHOSE LONG CHORD BEARS NORTH 06 DEGREES 20 MINUTES 12 SECONDS EAST, A DISTANCE OF 157.98 FEET;

THENCE NORTH 14 DEGREES 26 MINUTES 44 SECONDS EAST, A DISTANCE OF 12.01 FEET;

THENCE NORTH 88 DEGREES 13 MINUTES 35 SECONDS EAST A DISTANCE OF 701.42 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 157,812 SQ. FT. (3.6229 ACRES) MORE OR LESS AND IS SUBJECT TO ANY EASEMENT, RESTRICTIONS, OR RIGHTS-OF-WAY OF RECORD OF OTHERWISE.



CIVIL ENGINEER / SURVEYOR

XCL ENGINEERING, L.L.C.
1460 S. KAREN DR.
CHANDLER, AZ 85286
CONTACT: OMAR CERVANTES, P.E.
PHONE: (480)275-2711
EMAIL: ocervantes@xclengineering.com

OWNER / DEVELOPER

BLUE BEACON INTERNATIONAL, INC
C/O GUY WALKER
PO BOX 856,
SALINA, KS 67401
PHONE: (303) 921-9880
CONTACT: GUY WALKER
EMAIL: guyw@bluebeacon.com

SITE INFORMATION

ASSESSORS PARCEL No: 411-38-001F, 411-38-001J, & 411-_____
SITE GROSS AREA: 171,462 SQ. FT. (3.9362 ACRES)
SITE NET AREA: 157,812 SQ. FT. (3.6229 ACRES)
ROADWAY DEDICATION: 13,650 SQ. FT. (0.3134 ACRES)

UTILITIES AND SERVICES

GAS: SOUTHWEST GAS
ELECTRICITY: ELECTRICAL DISTRICT NO. 4
WATER: CITY OF ELOY
SEWER: CITY OF ELOY
TELEPHONE: CENTURY LINK
POLICE: CITY OF ELOY
FIRE: ELOY FIRE DISTRICT
AMBULANCE: ELOY FIRE DISTRICT
SOLID WASTE: CITY OF ELOY



XCL ENGINEERING, LLC
1460 South Karen Drive,
Chandler, AZ 85286
Ph: (480) 275-2711

www.xclengineering.com

CERTIFIED BY:

FINAL PLAT

A PORTION OF THE NORTHEAST QUARTER OF SECTION 18,
TOWNSHIP 8 SOUTH, RANGE 8 EAST OF THE GILA AND RIVER
SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

TITLE:

DATE: 5/29/25

XCL No.: 25-0020

SCALE: 1-75

REV

DESCRIPTION

DATE

REV

DATE

DRAWING No.

FP01

SHEET 1 OF 2





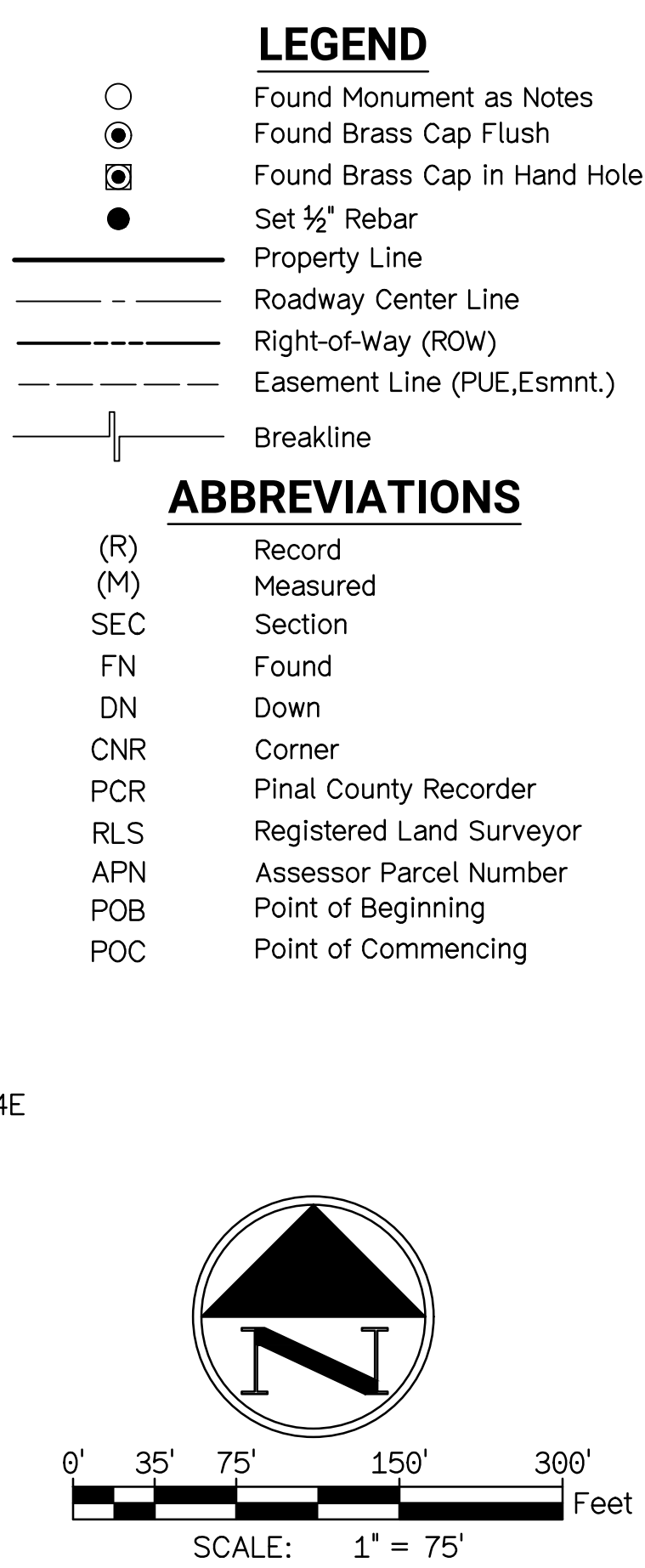
A PORTION OF THE NORTHEAST QUARTER OF SECTION 18,
TOWNSHIP 8 SOUTH, RANGE 8 EAST OF THE GILA AND RIVER
SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

DATE: 5/29/25	SCALE: 1:75	XCL No.: 25-0020
---------------	-------------	------------------

[illegible]

FP02

SHEET 2 OF 2



CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.D.**

Date: **6/9/2025**

Date submitted:
05/28/2025

Action: Formal

Subject: Consideration of Authorizing the Payment to the Arizona Department of Environmental Quality (ADEQ) a Total Amount Not to Exceed \$61,116.66 for the Design Review of the Eleven Mile Corner Sewer Extension Project

Date requested:
6/9/2025

TO: Mayor and City Council

FROM: Matt Rencher, Public Works Director/City Engineer

RECOMMENDATION:

Staff recommends that Council authorize the payment of the project review fees to the Department of Environmental Quality

DISCUSSION:

The Eleven-Mile Corner sewer extension project is one of the priority projects for the Public Works Department. This project will provide several long-term benefits, including:

- Relieving loads on existing sewer mains that are at or above capacity
- Providing additional capacity to accommodate growth and development
- Removing sewer main lines that currently cut across private property, which may or may not be in recorded easements

In March 2023, the Council approved a contract with Wilson Engineers to perform the Eleven-Mile Corner sewer main design services. The design was completed and submitted to the Arizona Department of Environmental Quality (ADEQ) for review and approval to construct the extension of the system. ADEQ responded that the review fees must be paid in full prior to receiving approval of the design and approval to construct. The total amount for the ADEQ Review Fees is \$61,166.66.

FISCAL IMPACT:

\$61,116.66 to be paid from the Eleven Mile Corner Sewer Project funds.

Approved as to Form:



Stephen R. Cooper, City Attorney



ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street Phoenix, Arizona 85007
(602) 771-2300 www.azdeq.gov



Remittance Advice

Statement Period : May 01, 2025 - May 22, 2025

Customer ID : 32345

CITY OF ELOY

1137 W HOUSER RD
ELOY, AZ 85131-9607

Please return all the Remittance Advice pages with your payments to

Arizona Department of Environmental Quality
P.O. Box 18228
Phoenix, AZ 85005

Or you can Pay your bill or individual accounts online by visiting <https://azdeq.gov/quickpay>

Account ID	Fee Code	Invoice Number	Due Date	Amount Due	Payment Enclosed*
B2091275 247358 - CITY OF ELOY-ELEVEN MILE CORNER SEWER	WQL Water Quality	 0000428833X	06/30/2025	\$61,116.66	
Please fill in the amount paid Total				\$61,116.66	

* All payments received and not specifically allocated on the REMITTANCE ADVICE will be applied to the oldest amount due until fees are paid and then applied to interest.
This paragraph applies to current charges only. For all ADEQ final decisions, you have a right to request a hearing and file an appeal under A.R.S. § 41-1092.03(B) within 30 days of the ADEQ decision. Depending upon the service you are invoiced for, you may have additional options to request an informal review of your bill. Go to <http://azdeq.gov/FeeReview> for more information on how to request a review of your invoice.

So we may better serve you, please provide the following information:

Name: _____
Title: _____
Email: _____

For ADEQ use only: Bill ID: 0713480

Check #: _____
Received Date: _____
Site Code: _____

If you have submitted your payment, please disregard this bill.
To pay your bill by credit card or ACH/Electronic check, please visit <https://azdeq.gov/quickpay>



ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street Phoenix, Arizona 85007
(602) 771-2300 www.azdeq.gov



Customer ID: 32345

CITY OF ELOY

1137 W HOUSER RD

ELOY, AZ 85131-9607

Statement Period: May 01, 2025 - May 22, 2025

ACCOUNT SUMMARY

Account ID	Fee Code	Balance Carried Forward	Current Amount	Payments / Credits	Total Amount
B2091275	WQL Water Quality	\$0.00	\$61,116.66	\$0.00	\$61,116.66
TOTAL:		\$0.00	\$61,116.66	\$0.00	\$61,116.66

AGING SUMMARY

Current Charges	(1-30 days)	(31-60 days)	(61-90 days)	(91-120 days)	(Over 120 days)	Balance
\$61,116.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$61,116.66

* All payments received and not specifically allocated in the payment box on the REMITTANCE ADVICE will be applied to the oldest amount due until fees are paid and then applied to interest.

Retain for your record

If you have submitted your payment, please disregard this bill.

To pay your bill by credit card or ACH/Electronic check, please visit <https://azdeq.gov/quickpay>

This paragraph applies to current charges only. For all ADEQ final decisions, you have a right to request a hearing and file an appeal under A.R.S. 41-1092.03(B) within 30 days of the ADEQ decision. Depending upon the service you are invoiced for, you may have additional options to request an informal review of your bill. Go to <http://azdeq.gov/FeeReview> for more information on how to request a review of your invoice.

Account Details for Account ID: B2091275**Customer ID: 32345**

Fee Code:WQL Water Quality

Place Name: 247358 - CITY OF ELOY-ELEVEN MILE CORNER SEWER

Charges Since 05/01/2025	\$61,116.66
Interest Charges Since 05/01/2025	\$0.00
Balance Carried Forward	\$0.00
Payments	\$0.00
Other Credits	\$0.00
TOTAL:	\$61,116.66

For questions regarding these charges please call the Program Contact:

Name: Monica Hubbard
Phone: (602) 771-4419 or (800) 234-5677
E-mail: gwp_billingpermits@azdeq.gov

AGING SUMMARY

Current Charges	(1-30 days)	(31-60 days)	(61-90 days)	(91-120 days)	(Over 120 days)	Balance
61,116.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$61,116.66

INVOICE DETAIL**Invoice Period for Bill Year**

Pursuant to R18-14-102 A. "The Department shall assess and collect an hourly rate fee or a flat rate fee for a water quality protection service."

Invoice Number : 0000428833X**LTF No. :****Date : 05/22/2025**

Item Code	Description	
SCS	Sewage Collection System Review (6,600,000gpd) Gravity Sewer minus 1/3 Courtesy Review	\$24,446.66
SCS	Sewage Collection System Review (1,900,000gpd) Force Main	\$36,670.00
Original Invoice Total Carried Forward :		\$61,116.66

If you have submitted your payment, please disregard this bill.

To pay your bill by credit card or ACH/Electronic check, please visit <https://azdeq.gov/quickpay>

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.E.**

Date: **6/9/2025**

Date submitted:
05/30/2025

Action: Formal

Subject: Bid award and contract with Rummel Construction, Inc. for the Eloy Municipal Airport Drainage Improvements Phase II project construction, in accordance with the FAA/ADOT FY2022-FY2026 Approved Airport Capital Improvement Plan, and funded through the current Eloy Airport FY2024-FY2025 Grants Fund for an amount not to exceed \$307,492.60.

Date requested:
6/9/2025

TO: Mayor and City Council

FROM: Kristina Wasiniak, Public Works Business Manager

RECOMMENDATION:

It is recommended that the City Council authorize the award of a bid and the execution of a contract with Rummel Construction, Inc., for the construction of the Eloy Municipal Airport Drainage Improvements Phase II project.

DISCUSSION:

This project aims to enhance and protect existing and future airport infrastructure by addressing drainage issues caused by off-site run-off. It is identified within the FY2022-FY2026 Approved ACIP and aims to mitigate water-related damage and improve airport safety and functionality.

The bid award and execution of this contract with Rummel Construction, Inc. is for the Eloy Municipal Airport Drainage Improvements Phase II project for the construction of a new drainage channel on the south side of the airfield. These upgrades correspond to Project 7 – Collector Channel Upstream of New Hangars and Project 10 – SW Runway Extension Drainage Improvements, as outlined in the Eloy Airport Drainage Master Plan prepared by Kimley-Horn in August 2014. The project's total cost is estimated at \$750,000 with ADOT grant sponsorship totaling \$675,000 and the city share equaling \$75,000. The total contract amount of \$307,492.60 for Rummel Construction, Inc.'s construction services aligns with the FAA/ADOT FY2022-FY2026 Approved Airport Capital Improvement Plan (ACIP) and will be funded through the current Eloy Airport FY2024-FY2025 Grants Fund.

On April 11, 2022, the City entered into a contract with Dibble Engineering for the Design, Bid, and Construction Phase Services for the Eloy Municipal Airport Drainage

Improvements Phase II project. Dibble Engineering completed the design and the project was advertised for bid in the Casa Grande Dispatch on March 27, 2025, and April 1, 2025. A pre-bid conference was held on April 9, 2025, at City Hall and bidders were invited to attend a site visit following the conference. Sealed bids were accepted until April 30, 2025, at 2:00 pm, at which time the received bids were publicly opened and read aloud. Dibble Engineering evaluated the bid submittals and provided a bid tabulation and recommendation of award. Rummel Construction, Inc. was the apparent low bidder of the five (5) bids received.

Construction will be completed in a single phase and last for approximately 14 days. Approval of this contract is essential to completing a portion of the critical drainage improvements identified in the airport's capital improvement planning.

FISCAL IMPACT:

The funding is \$307,492.60 for Rummel Construction, Inc.'s construction services, approved in the current Airport FY2024-FY2025 budget and Capital Improvement Program. This project is grant-funded and reimbursable through ADOT (grant no. E2S2C01C). The project's total cost is estimated at \$750,000 with ADOT grant sponsorship totaling \$675,000 and the city share equaling \$75,000.

Approved as to Form:



Stephen R. Cooper, City Attorney

**FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between the CITY OF ELOY

(Owner) and RUMMEL CONSTRUCTION, INC.

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Airfield Drainage Improvements (Phase II)
at Eloy Municipal Airport.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Airfield Drainage Improvements (Phase II)
at Eloy Municipal Airport.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Dibble (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed within 35 calendar days if both Schedule I and II are awarded and 14 calendar days if just Schedule I is awarded of the Notice to Proceed and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 30 calendar days of Substantial Completion.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$570 for each day that expires after the time specified for completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$5000.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01.B: below

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.A:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Contractor shall submit progress payments on the 25th day of each month projecting through the end of that month. Per Arizona Revised Statutes (ARS) 34-221, B2 the pay application is deemed approved and certified after 7 days from date of submission unless within that time a written notification of items not approved by the Owner or Owner's agent is provided to Contractor. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment within 14 days (per ARS 34-221) after progress payment has been approved during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

- a. 20 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

- b. 20 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of one percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance bond (pages 1 to 2, inclusive).
3. Payment bond (pages 1 to 2, inclusive).
4. Other bonds (pages ___ to ___, inclusive).
 - ___ a.(pages ___ to ___, inclusive).
 - ___ b.(pages ___ to ___, inclusive).
 - ___ c.(pages ___ to ___, inclusive).
5. General Conditions (pages 1 to 66, inclusive).
6. Supplementary Conditions (pages 1 to 3, inclusive).
7. Specifications as listed in the table of contents of the Volume 1. of 3.

Airfield Drainage Improvements (Phase 2)
8. Drawings consisting of 20 sheets with each sheet bearing the following general title: ___ [or] the Drawings listed in Volume 2.
9. Addenda (numbers 1 to 1, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 19, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages ___ to ___, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.

c. Change Order(s).

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

City of Eloy

CONTRACTOR:

By: _____

By: _____

Title: _____

Mayor, City of Eloy

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest:	_____	Attest:	_____
Title:	_____	Title:	_____
Address for giving notices:	_____	Address for giving notices:	_____
_____		_____	
_____		_____	
_____		_____	
(If Owner is a corporation, attach evidence of authority to (Where applicable) sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)		License No.: _____	
		Agent for service or process: _____	

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

OWNER

City of Eloy
Public Works
1137 W. Houser Road
Eloy, AZ 85131

SURETY (Name and Address of Principal Place of Business):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

SURETY

Signature: _____ (Seal)

Name and Title:

Surety's Name and Corporate Seal
(Seal)

By:

Signature and Title
(Attach Power of Attorney)

Attest:

Signature and Title

SURETY

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL Company:

Signature: _____ (Seal)

Name and Title:

Surety's Name and Corporate Seal
(Seal)

By:

Signature and Title
(Attach Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects. 00610-0

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

**FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner's Representative (engineer or other party)**

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities

of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or nonperformance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contractor to related subcontracts, purchase orders, and other obligations.

9. Any proceedings, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

City of Eloy
Public Works
1137 W. Houser Road Eloy,
AZ 85131

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

SURETY

Signature: _____ (Seal)

Name and Title:
Name

Surety's Name and Corporate Seal _____ (Seal)
Name and Title: Surety's
and Corporate Seal

By:

Signature and Title
(Attach Power of Attorney)

By:

(Space is provided below for signatures of additional parties, if required.)

Attest:

Signature and Title

SURETY

CONTRACTOR AS PRINCIPAL Company:

Signature: _____ (Seal)

(Seal)

Signature and Title (Attach
Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors. 00615-0

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

- 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

- 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

- 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed. 6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

**FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker:**

Owner's Representative (engineer or other party):

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

00615-1

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology	1
1.01 Defined Terms	1
1.02 Terminology	5
Article 2 – Preliminary Matters	6
2.01 Delivery of Bonds and Evidence of Insurance	6
2.02 Copies of Documents	6
2.03 Before Starting Construction	6
2.04 Preconstruction Conference; Designation of Authorized Representatives	7
2.05 Initial Acceptance of Schedules	7
2.06 Electronic Transmittals	7
Article 3 – Documents: Intent, Requirements, Reuse	8
3.01 Intent	8
3.02 Reference Standards	8
3.03 Reporting and Resolving Discrepancies	8
3.04 Requirements of the Contract Documents	9
3.05 Reuse of Documents	10
Article 4 – Commencement and Progress of the Work	10
4.01 Commencement of Contract Times; Notice to Proceed	10
4.02 Starting the Work	10
4.03 Reference Points	10
4.04 Progress Schedule	11
4.05 Delays in Contractor’s Progress	11
Article 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions	12
5.01 Availability of Lands	12
5.02 Use of Site and Other Areas	12
5.03 Subsurface and Physical Conditions	13
5.04 Differing Subsurface or Physical Conditions	14

5.05	Underground Facilities	15
5.06	Hazardous Environmental Conditions at Site.....	17
Article 6 – Bonds and Insurance		
6.01	Performance, Payment, and Other Bonds	19
6.02	Insurance—General Provisions	19
6.03	Contractor’s Insurance	21
6.04	Owner’s Liability Insurance	23
6.05	Property Insurance	23
6.06	Waiver of Rights	25
6.07	Receipt and Application of Property Insurance Proceeds	26
Article 7 – Contractor’s Responsibilities		
7.01	Supervision and Superintendence	26
7.02	Labor; Working Hours	27
7.03	Services, Materials, and Equipment	27
7.04	“Or Equals”	27
7.05	Substitutes	28
7.06	Concerning Subcontractors, Suppliers, and Others	30
7.07	Patent Fees and Royalties	31
7.08	Permits	32
7.09	Taxes	32
7.10	Laws and Regulations	32
7.11	Record Documents	33
7.12	Safety and Protection	33
7.13	Safety Representative	34
7.14	Hazard Communication Programs	34
7.15	Emergencies	34
7.16	Shop Drawings, Samples, and Other Submittals	34
7.17	Contractor’s General Warranty and Guarantee.....	37
7.18	Indemnification	37
7.19	Delegation of Professional Design Services	33
Article 8 – Other Work at the Site		
		39

8.01	Other Work	39
8.02	Coordination	39
8.03	Legal Relationships	40
Article 9 – Owner’s Responsibilities		41
9.01	Communications to Contractor	41
9.02	Replacement of Engineer	41
9.03	Furnish Data	41
9.04	Pay When Due	41
9.05	Lands and Easements; Reports, Tests, and Drawings	41
9.06	Insurance	41
9.07	Change Orders	41
9.08	Inspections, Tests, and Approvals	41
9.09	Limitations on Owner’s Responsibilities	41
9.10	Undisclosed Hazardous Environmental Condition	41
9.11	Evidence of Financial Arrangements	42
9.12	Safety Programs	42
Article 10 – Engineer’s Status During Construction		42
10.01	Owner’s Representative	42
10.02	Visits to Site	42
10.03	Project Representative	42
10.04	Rejecting Defective Work	43
10.05	Shop Drawings, Change Orders and Payments	43
10.06	Determinations for Unit Price Work	43
10.07	Decisions on Requirements of Contract Documents and Acceptability of Work	43
10.08	Limitations on Engineer’s Authority and Responsibilities	43
10.09	Compliance with Safety Program	44
Article 11 – Amending the Contract Documents; Changes in the Work		44
11.01	Amending and Supplementing Contract Documents	44
11.02	Owner-Authorized Changes in the Work	45
11.03	Unauthorized Changes in the Work	45
11.04	Change of Contract Price	45

11.05	Change of Contract Times	46
11.06	Change Proposals	46
11.07	Execution of Change Orders	44
11.08	Notification to Surety	48
Article 12 – Claims		48
12.01	Claims	48
Article 13 – Cost of the Work; Allowances; Unit Price Work		49
13.01	Cost of the Work	49
13.02	Allowances	51
13.03	Unit Price Work	52
Article 14 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work		53
14.01	Access to Work	53
14.02	Tests, Inspections, and Approvals	53
14.03	Defective Work.....	54
14.04	Acceptance of Defective Work	54
14.05	Uncovering Work	55
14.06	Owner May Stop the Work	55
14.07	Owner May Correct Defective Work	55
Article 15 – Payments to Contractor; Set-Offs; Completion; Correction Period		56
15.01	Progress Payments	56
15.02	Contractor’s Warranty of Title	59
15.03	Substantial Completion	59
15.04	Partial Use or Occupancy	60
15.05	Final Inspection	60
15.06	Final Payment	61
15.07	Waiver of Claims	62
15.08	Correction Period	62
Article 16 – Suspension of Work and Termination		63
16.01	Owner May Suspend Work	63
16.02	Owner May Terminate for Cause	63
16.03	Owner May Terminate For Convenience	64
16.04	Contractor May Stop Work or Terminate	65

Article 17 – Final Resolution of Disputes 65

17.01 Methods and Procedures 65

Article 18 – Miscellaneous 66

18.01 Giving Notice 66

18.02 Computation of Times 66

18.03 Cumulative Remedies 66

18.04 Limitation of Damages 66

18.05 No Waiver 66

18.06 Survival of Obligations 66

18.07 Controlling Law 66

18.08 Headings 66

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
5. *Bidder*—An individual or entity that submits a Bid to Owner.
6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance

with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce

such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning. B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents. C. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight. D. *Defective*:

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents; or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
- c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04). E. *Furnish, Install, Perform, Provide*:

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a wellknown technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies A.*

Reporting Discrepancies:

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and

binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

- 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for

EJCDC® C-700 (Rev. 1). Standard General Conditions of the Construction Contract.

the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
 - B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. abnormal weather conditions;
 - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with

reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute

resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

- b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

- 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
- 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

- d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
- 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in

any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor

is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
2. claims for damages insured by reasonably available personal injury liability coverage.
3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Broad form property damage coverage.
4. Severability of interest.
5. Underground, explosion, and collapse coverage.
6. Personal injury coverage.
7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice,

Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler

EJCDC® C-700 (Rev. 1), Standard General Conditions of the Construction Contract.

explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06

Waiver of Rights

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the

reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06

Concerning Subcontractors, Suppliers, and Others

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07

Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08

Permits

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09

Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10

Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in

the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11

Record Documents

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12

Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals A.*

Shop Drawing and Sample Submittal Requirements:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4. E. *Resubmittal Procedures*:
 1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
 2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a setoff against payments due to Contractor to secure reimbursement for such charges.
 3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17

Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18

Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER’S RESPONSIBILITIES

- 9.01 *Communications to Contractor*
- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.
- 9.02 *Replacement of Engineer*
- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer’s status under the Contract Documents shall be that of the former Engineer.
- 9.03 *Furnish Data*
- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.
- 9.04 *Pay When Due*
- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.
- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner’s Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner’s responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 Visits to Site

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Project Representative

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 Rejecting Defective Work

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 Shop Drawings, Change Orders and Payments

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 Determinations for Unit Price Work

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 Limitations on Engineer's Authority and Responsibilities

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders:*

- a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
- b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 Owner-Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

- b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

- 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to

which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 Claims

A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation:*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

EJCDC® C-700 (Rev. 1), Standard General Conditions of the Construction Contract.

- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or

indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:* Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:* Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.
- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees,

Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as setoffs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

- B. *Applications for Payments:*

- 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 - 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 - 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
 - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing

Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due:*
1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

- j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite

consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 Partial Use or Occupancy

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is

satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate For Convenience

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in

- connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2001 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01.A.49 Add the following new Paragraph after Paragraph 1.01.A.48:

FAA – refers to the requirements of the Federal Aviation Administration.
FAA requirements are attached to these bid documents.

SC-1.01.A.50 Add the following new Paragraph after Paragraph 1.01.A.49:

Manufacturer's Certifications letter is documentation provided by the manufacturer, supplier, distributor, vendor, fabricator, etc. to various entities stating that the American Iron and Steel products to be used in this project are produced in the United States in accordance with American Iron and Steel requirements. Refer to Manufacturer's Certification Letter provided in these Contract Documents.

ARTICLE 6 – BONDS AND INSURANCE

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Worker's Compensation:	
Each Accident	<u>\$1,000,000</u>
Disease – Each Employee	<u>\$1,000,000</u>
Disease – Policy Limit	<u>\$1,000,000</u>
2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:	
General Aggregate	<u>\$4,000,000</u>
Products - Completed Operations Aggregate	<u>\$4,000,000</u>
Personal and Advertising Injury	<u>\$2,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	<u>\$2,000,000</u>
3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:	
Combined Single Limit of	<u>\$2,000,000</u>

Each Occurrence	<u>\$10,000,000</u>
Aggregate	<u>\$10,000,000</u>

Each Occurrence	<u>\$5,000,000</u>
General Aggregate	<u>\$10,000,000</u>

☐

Each Occurrence
Annual Aggregate

e. obtained Manufacturer's Certification letter for any item in the submittal subject to American Iron and Steel requirements and include the Certificate in the submittal. Refer to Manufacturer's Certification Letter provided in these Contract Documents.

SC 7.16.D.9 Add 7.16.D.9:

Engineer’s review and approval of Shop Drawings or Sample shall include review of compliance with American Iron and Steel requirements, if applicable.

SC 7.17.E Add 7.17.E:

Contractor shall certify upon Substantial Completion that all Work and Materials has complied with American Iron and Steel requirements as mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. Contractor shall provide said Certification to Owner. Refer to General Contractor’s Certification Letter provided in these Contract Documents.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

SC 11.06.A.1 Modify 11.06.A.1 by inserting the following sentence after “within 15 days after the submittal of the Change Proposal.”:

Include supporting data (name of manufacturer, city and state where the product was manufactured, description of product, signature of authorized manufacturer’s representative) in the Manufacturer’s Certification Letter, as applicable.”

SC-11.07.C Add the following new Paragraph after Paragraph 11.07.B:

All Contract Change Orders must be concurred in by FAA before they are effective.

ARTICLE 14 – TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC 14.03.G Add 14.03.G:

G. Installation of Materials that are non-compliant with American Iron and Steel requirements shall be considered defective work.

ARTICLE 19 – STATE AND FEDERAL REQUIREMENTS

SC 19.01 Add the following language as Paragraph 19.01 with the title, “Agency Not a Party”:

A. This Contract is expected to be funded in part with funds provided by the Federal Aviation Administration. Neither Agency, nor any of its departments, entities, or employees is a party to this Contract. FAA contract requirements apply to this project, see FAA Contract Provisions and General Conditions attached to these bid documents.

SC 19.02 Add the following language after Article 19.01:

Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All iron and steel products used in this project must be produced in the United States. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The deminimis and minor components waiver apply to this contract.

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

***The City of Eloy
Clerk's Office
595 N. C Street, Suite 104
Eloy, AZ 85131***

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>04/18/2025</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

EJCDC® C-410, Bid Form for Construction Contracts.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the Base Bid (Schedule I) and the Additive Alternate Bid (Schedule II) (if awarded) at the prices provided on the bid proposal sheets.

See attached bid proposal sheets.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: 114845 A;
 - G. Completed DBE Participation Form
 - H. Required Bidder Qualification Statement with supporting data

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Rummel Construction, Inc.

By:

[Signature]



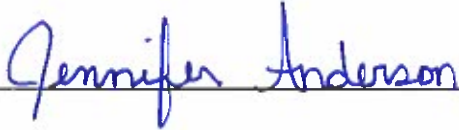
[Printed name]

Eric Decker | Executive Vice President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Jennifer Anderson

Title:

Estimator

Submittal Date:

04/30/2025

Address for giving notices:

7520 E Adobe Drive | Scottsdale, AZ 85255

Telephone Number:

480.222.9922

Fax Number:

480.222.9923

Contact Name and e-mail address:

Jennifer Anderson

janderson@rummelconstruction.com

Bidder's License No.:

114845 A

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

**RESOLUTION OF
THE DIRECTORS OF
RUMMEL CONSTRUCTION, Inc.
An Arizona corporation**

The undersigned, constituting all of the directors of Rummel Construction, Inc., an Arizona corporation (the "Corporation"), by unanimous consent in writing pursuant to the authority contained in Section 10-704 of the Arizona Business Corporation Act, without the formality of convening a meeting, do hereby adopt and approve the following actions of the Corporation:

WHEREAS the Corporation has determined to allow Eric Decker, Corporate Vice President, the authority to execute by signature any and all proposals, bid documents, and contracts.

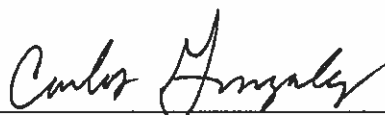
NOW THEREFORE BE IT RESOLVED THAT:

1. The Directors of the Corporation do hereby adopt the Resolutions of the Directors of the Corporation dated effective the 23rd day of January, 2017, and allow the execution of all proposals, bid documents, and contracts by Eric Decker.

DATED as of the 23rd day of January, 2017.


Rod Rummel, Chairman


Rick Rummel, President


Carlos Gonzalez, Secretary / Treasurer

Bid Bond

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): Rummel Construction, Inc. 7520 E. Adobe Drive, Scottsdale, AZ 85255

SURETY (Name, and Address of Principal Place of Business): Liberty Mutual Insurance Company
1001 4th Avenue, Suite 1700, Seattle, WA 98154

OWNER (Name and Address):
City of Eloy
595 N. C Street, Suite 101, Eloy, AZ 85131
BID

Bid Due Date: 4/30/25

Description (Project Name— Include Location): CITY OF ELOY

Eloy, Arizona

Eloy Municipal Airport

Airfield Drainage Improvements (Phase II)

BOND

Bond Number: N/A

Date: 4/24/25

Penal sum Five Percent of Bid Amount

\$ 5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

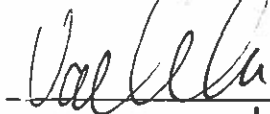
BIDDER**SURETY**

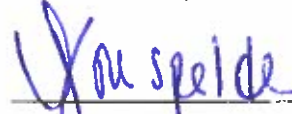
(Seal) (Seal)

Rummel Construction, Inc.
Bidder's Name and Corporate Seal

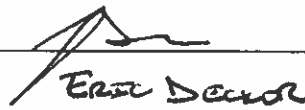
Liberty Mutual Insurance Company
Surety's Name and Corporate Seal

By:


Signature
Vanessa Andersen
Print Name
EVP
Title


Signature (Attach Power of Attorney)
Lori Spelde
Print Name
Attorney-In-Fact
Title

Attest: Attest:


Signature
Title E.V.P


Signature Emma Eginton
Title Account Manager

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8212972-977124

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Caitlin Coon, Jill Dahlin, Emma Eginton, Jacob H. Grover, Carrie Perica, Sarah Smith, Lori Spelde, Jeffery L. Steed

all of the city of Mesa state of AZ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of January, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY SS

On this 14th day of January, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of April, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



Eloy Municipal Airport
Airfield Drainage Improvements (Phase II)
ADOT Grant No. E2S2C01C

BID PROPOSAL (SCHEDULE I – BASE BID)

CONTRACTOR Rummel Construction, Inc.

Bids shall be on a unit price basis as indicated below.

LINE No.	ITEM No.	DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
1	C-102-6.1	Stormwater Pollution Prevention Plan (Schedule I)	1	LS	\$ 9,500.00	\$ 9,500.00
2	C-105-6.1	Mobilization (Schedule I) (6% Max)	1	LS	\$ 17,000.00	\$ 17,000.00
3	GTP-10.01.1	Location of Underground Utilities (Schedule I)	1	ALLOW	\$ 5,000.00	\$ 5,000.00
4	GTP-20.06.1	Airfield Barricading, Safety, and Security (Schedule I)	1	LS	\$ 7,500.00	\$ 7,500.00
5	GTP-40-01.1	Tied Concrete Block Mat Channel Lining with Non-Woven Geotextile	11,159	SF	\$ 15.40	\$ 171,848.60
6	P-151-4.1	Clearing & Grubbing	1.5	AC	\$ 1,250.00	\$ 1,875.00
7	P-152-4.1	Unclassified Excavation	3,703	CY	\$ 23.00	\$ 85,169.00
8	T-901-5.1	Seeding with Hydromulch	1.2	AC	\$ 8,000.00	\$ 9,600.00

Base Bid (Schedule I) Items 1-8	Total:	\$ 307,492.60
Total In Words: <u>Three hundred seven thousand, four hundred ninety two dollars and sixty cents</u>		



Eloy Municipal Airport
Airfield Drainage Improvements (Phase II)
ADOT Grant No. E2S2C01C

BID PROPOSAL (SCHEDULE II – ADDITIVE ALTERNATE BID)

CONTRACTOR Rummel Construction, Inc.

Bids shall be on a unit price basis as indicated below.

LINE No.	ITEM No.	DESCRIPTION	APPROX QTY	UNIT	UNIT PRICE	TOTAL PRICE
9	C-102-6.2	Stormwater Pollution Prevention Plan (Schedule II)	1	LS	\$ 4,500.00	\$ 4,500.00
10	C-105-6.2	Mobilization (Schedule II) (6% Max)	1	LS	\$ 11,800.00	\$ 11,800.00
11	GTP-10.01.2	Location of Underground Utilities (Schedule II)	1	ALLOW	\$ 5,000.00	\$ 5,000.00
12	GTP-20.06.2	Airfield Barricading, Safety, and Security (Schedule II)	1	LS	\$ 12,500.00	\$ 12,500.00
13	GTP-30.01.1	Salvage and Stockpile Existing Millings	21	CY	\$ 50.00	\$ 1,050.00
14	GTP 30.01.2	Salvage and Stockpile Existing Riprap	76	CY	\$ 30.00	\$ 2,280.00
15	GTP-30.02.1	Remove and Salvage Security Fence	162	LF	\$ 20.50	\$ 3,321.00
16	GTP-40-01.1	Tied Concrete Block Mat Channel Lining with Non-Woven Geotextile	5437	SF	\$ 15.75	\$ 85,632.75
17	GTP-40.02.1	Riprap or Salvaged Riprap w/ Geosynthetic Filter Fabric (D50=6", Thickness=12")	40	SY	\$ 38.35	\$ 1,534.00
18	GTP-40.03.1	Concrete Cut-Off Wall (MAG STD DET 552-MOD)	143	LF	\$ 270.00	\$ 38,610.00
19	P-151-4.1	Clearing & Grubbing	0.3	AC	\$ 6,250.00	\$ 1,875.00
20	P-152-4.2	Channel Regrading/Reshaping	909	SY	\$ 13.00	\$ 11,817.00
21	F-162-5.1	6' Security Fence (Det 3, DWG GG3.02)	143	LF	\$ 240.00	\$ 34,320.00

Additive Alternate Bid (Schedule II) Items 9-21	Total:	\$	214,239.75
---	--------	----	------------

Total In Words: Two hundred fourteen thousand, two hundred thirty nine dollars and seventy five cents



Eloy Municipal Airport
Airfield Drainage Improvements (Phase II)
ADOT Grant No. E2S2C01C

Bid Schedule Summary	
Base Bid (Schedule I)	\$ 307,492.60
Additive Alternate Bid (Schedule II)	\$ 214,239.75
Total	\$ 521,732.35

Total In Words (Base Bid + Additive Alternate Bid): Five hundred twenty one thousand, seven hundred thirty two dollars and thirty five cents

Eloy Municipal Airport Airfield Drainage Improvements (Phase II) (2022001)

List of Proposed Subcontractors

1. Fence | American Fence



Eloy Municipal Airport Airfield Drainage Improvements (Phase II) (2022001)

List of Proposed Suppliers

1. Concrete Block Channel Lining | Hanes Geo Components
2. Rip Rap | Salvaged Rip Rap from Airport

BIDDER QUALIFICATION STATEMENT

Rummel is a locally owned and operated 'S' Corporation that has focused exclusively on providing civil construction services for 29 years and counting. Our continued success is a result of our combination of technical expertise and exceptional people who have an unparalleled focus on building trust through excellent customer service. With nearly 800 employees and 450 pieces of company-owned equipment, we have the financial security and depth of resources to meet the needs of your most difficult and demanding project goals; but at the same time, we are still a local partner that will maintain an intimate relationship and serve you with flexibility, responsiveness, and a can-do attitude.

AVIATION EXPERIENCE

Rummel also has direct relevant experience working day and night shifts on phased and un-phased projects in both airside and landside aviation environments: including projects at Class I, FAA Part 139 certified airports. To date, we have performed aviation projects under CMAR, price & qualifications, traditional hard-bid, and JOC master contracts.



PHOENIX-MESA GATEWAY AIRPORT INFIELD DRAINAGE SYSTEM PH2

Project Description: Rummel performed construction of a 28,495 CY basin, 2 concrete spillways, installation of 18" and 24" inlet pipes, along with demolition and reconstruction of a 1,292SY asphalt service road. All work was within the infield bounded by Runway 12R/30L, Runway 12C/30C, Taxiway K, and Taxiway L; it was outside the Runway Safety Area (RSA) but within the Runway Object Free Area (ROFA). This project (Detention Basin Mid, PH2) was part of the Airport Master Drainage plan established to meet FAA requirements to prevent infield runoff from crossing the critical Taxiway K & Runway 12R/30L intersection and County requirements to impound runoff from a 100-year storm.

Role: Prime Contractor (Quals & Price)

Owner: Phoenix-Mesa Gateway Airport Authority

Project Cost: \$609K



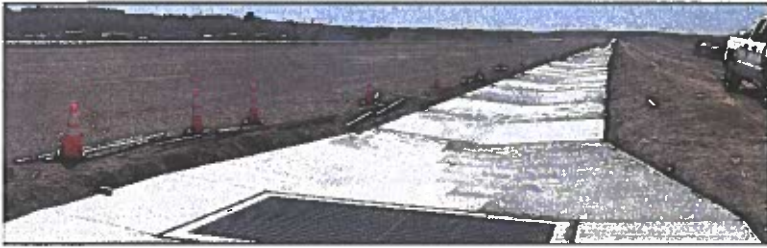
SCOTTSDALE AIRPORT RUNWAY 03 EROSION PROTECTION / WILDLIFE MITIGATION PH1

Project Description: Rummel performed the installation of erosion protection and wildlife mitigation measures in the Runway 3 Safety Area (RSA) at Scottsdale Airport. Work included 53,600SY of crushed aggregate and 5,800 SY of asphalt millings placed over prepared subgrade as shoulder and slope protection, and 560 SY of rip-rap placed around storm drain structures. Rummel was responsible for airfield safety and traffic control in accordance with the airport's Construction Safety and Phasing Plan (CSSP). The majority of the work was completed at night and NOTAM's were issued for planned runway closures during known low traffic periods.

Role: Prime Contractor (Quals & Price)

Owner: City of Scottsdale

Project Cost: \$429K



LAUGHLIN BULLHEAD AIRPORT RSA GRADING & DRAINAGE IMPROVEMENTS

Project Description: This project involved 54 acres of clearing, fencing and pavement removal, 328K CY of drainage/embankment excavation (40K CY of RSA fill placed at night), 417K SY of finish grading, structural excavation/backfill, 1,400 LF of HDPE storm drain, concrete headwalls, aprons, catch basins, drop inlets, stilling wells, manholes, 13,670 SY of RSA swale, 1,700 SY of PCCP, 7,000 TNS of ABC, grouted rip rap, relocation of lighted windcone and segmented circle, 32K LF of SWPPP wattles, 1,000 LF of FAA 8' chainlink fence, and a new airport access gate.

Role: Prime Contractor (Quals & Price)

Owner: Mohave County Airport Authority, Inc.

Project Cost: \$4.6M



SCOTTSDALE AIRPORT RUNWAY 03 EROSION PROTECTION / WILDLIFE MITIGATION PH2

Project Description: Rummel continued the installation of erosion protection and wildlife mitigation measures started in Phase 1 by extending to the southern portion of the Airport Operations Area (AOA) at Scottsdale Airport. Work in this phase included 27,500SY of crushed aggregate placed over prepared subgrade that was treated with preemergent herbicide, and 6 utility pull-box adjustments. The work, combined with the work completed in the previous phase, provided complete protection from the runway to the perimeter fence line. The project was phased to minimize operational impact to the users of the airport.

Role: Prime Contractor (Quals & Price)

Owner: City of Scottsdale

Project Cost: \$195K



WICKENBURG AIRPORT MIDFIELD APRON & ACCESS ROAD CONSTRUCTION

Project Description: Rummel performed all clearing, grubbing, mass excavation, and finish grading to construct a new midfield apron and access road at Wickenburg Airport. Work took place within the Taxi Safety Area (TSA) of Taxiway A, requiring close coordination with airport operations to schedule the taxiway shutdown between exits A-3 and A-5. To mitigate night work risks, all borrow and haul operations were limited to daylight hours. Activities were completed in compliance with FAA technical provisions M-100 (Maintenance and Protection of Traffic), P-151 (Clearing and Grubbing), and P-152 (Excavation and Embankment).

Role: Subcontractor (Hard Bid)

Owner: Town of Wickenburg

Project Cost: \$271K



CITY OF PHOENIX AVIATION CIVIL CONSTRUCTION SERVICES JOC

Rummel has completed the following JOA projects at Phoenix Sky Harbor Airport:

- » (T3-T4) 8 inch Sewer Repair
- » East Cell Phone Lot Sealcoat
- » 7R 25L Runway Closure Striping and Light Can Repair
- » Airport Wide Hydrant Repair
- » Airfield Pre-Formed Thermo Plastic Indents
- » GYR Taxiway A Catch Basin Repair
- » T3 Outer Curb Cuts
- » T4 N1 Gate A26 Panel Repair
- » Terminal 3 Storm Drain Blockage
- » Superstructure Sign & Sign Base Maintenance
- » Swift Ramp Sanitary Sewer Rehab
- » T4 Sewer Lining
- » Airfield Compliance Survey & Training
- » Taxiway Romeo Service Road Sealcoat
- » Taxiway Alpha POFZ Basin Stabilization
- » EB Sky Harbor Blvd



Contracts and Specifications

One ADOT in service to all

Katie Hobbs, Governor

Jennifer Toth, Director

Greg Byres, State Engineer

Steve Boschen, Division Director

June 06, 2024

RECEIVED JUN 13 2024

RUMMEL CONSTRUCTION, INC
7520 E ADOBE DRIVE
SCOTTSDALE, AZ 85255

RE: PREQUALIFICATION

At a meeting of the Prequalification Board on June 06, 2024, your Application for Prequalification was reviewed. In your Application you requested the following types of work:

All Classes of Construction

The Prequalification Board approved your Company for the following types of work:

All Classes of Construction

The Prequalification Board approved a prequalification amount of \$100,000,000.00. You are prequalified until March 31, 2025.

Please note that your company name must be placed on the bid proposal exactly as it appears on your Prequalification application. If you have any questions, please contact us at (602) 712-7221.

Sincerely,

DocuSigned by:

Barry Crockett

SB5417E2A33B404
Barry Crockett, Chairman
Prequalification Board

Eloy Municipal Airport Airfield Drainage Improvements (Phase II) (2022001)

Project References

Job Name: Eloy Airport Improvements

Client: City of Eloy

Contact: Tammy Valadez Paz | Public Works Project Engineer | 520.464.3166

Contract Value: \$4,183,077

Description: The scope included the demolition and reconstruction of a new taxiway re-aligned approximately 300FT from its original location. This work on Taxiway A called for electrical vault modifications, 118 new electrical edge lights, and striping of the taxiway and apron. The team excavated 44,349 CY of soil; 30,787 SY of P-208 ABC; and 30,787 SY of P-403 asphalt concrete. The project wrapped up with installing 5,005 LF of fencing; 937 LF of elliptical RGRCP; and seeding 22 AC.

Job Name: Laughlin Bullhead Airport RSA Grading & Drainage Improvements

Client: Mead & Hunt \ Mohave Country Airport Authority, Inc.

Contact: Jeremy Keating | Airport Director | 714.726.6566

Contract Value: \$4,302,713

Description: This airside project completed at Laughlin/ Bullhead International Airport included major drainage improvements along runway 16-34 from the edge of the paved runway shoulder to the perimeter fence inclusive of the RSA and ROFA areas. Scopes included excavation and grading, storm drainpipe, concrete drop inlet structures, concrete headwalls, weirs and low water crossings. The project also included relocation of the segmented circle and wind cone, reconstruction of the airport perimeter road and security fencing. Portions of work were completed during the night shift to accommodate airport operations.

Job Name: Hayden Concentrator Runoff Pond

Client: ASARCO, LLC

Contact: Abdel El Imrani | Director of Projects | AElimrani@asarco.com

Contract Value: \$2,740,979

Description: Remediation work on tailings within the Hayden town site. Project included grading the existing tailings for proper drainage, channel grading, storm drainpipe installation, borrow to cover tailings, concrete headwalls, flex-a-mat installation in channels, rock mulch on disturbed slopes, perimeter fencing and hydro-seeding.

IMPORTANT NOTICE

YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. §32-1154(A)(18)]
- 2.) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY [SEE A.R.S. § 32-1124 (B)(F) § RULE R-4-9-110]

Rummel Construction Inc

7520 East Adobe Drive
Scottsdale, AZ 85255

IMPORTANT NOTICE

YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. §32-1154(A)(18)]
- 2.) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY [SEE A.R.S. § 32-1124 (B)(F) § RULE R-4-9-110]

Rummel Construction Inc

7520 East Adobe Drive
Scottsdale, AZ 85255

IMPORTANT NOTICE

YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. §32-1154(A)(18)]
- 2.) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY [SEE A.R.S. § 32-1124 (B)(F) § RULE R-4-9-110]

Rummel Construction Inc

7520 East Adobe Drive
Scottsdale, AZ 85255

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
May 31, 2026



Rummel Construction Inc
CONTRACTORS LICENSE NO.

CLASS

ROC 114845

A

General Commercial
General Engineering
THIS CARD MUST BE
PRESENTED UPON DEMAND

Tom Cole, Director

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
May 31, 2026



Rummel Construction Inc

CONTRACTORS LICENSE NO.

CLASS

ROC 114845

A

General Commercial
General Engineering

THIS CARD MUST BE
PRESENTED UPON DEMAND

Tom Cole, Director

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
May 31, 2026



Rummel Construction Inc

CONTRACTORS LICENSE NO.

CLASS
A

ROC 114845

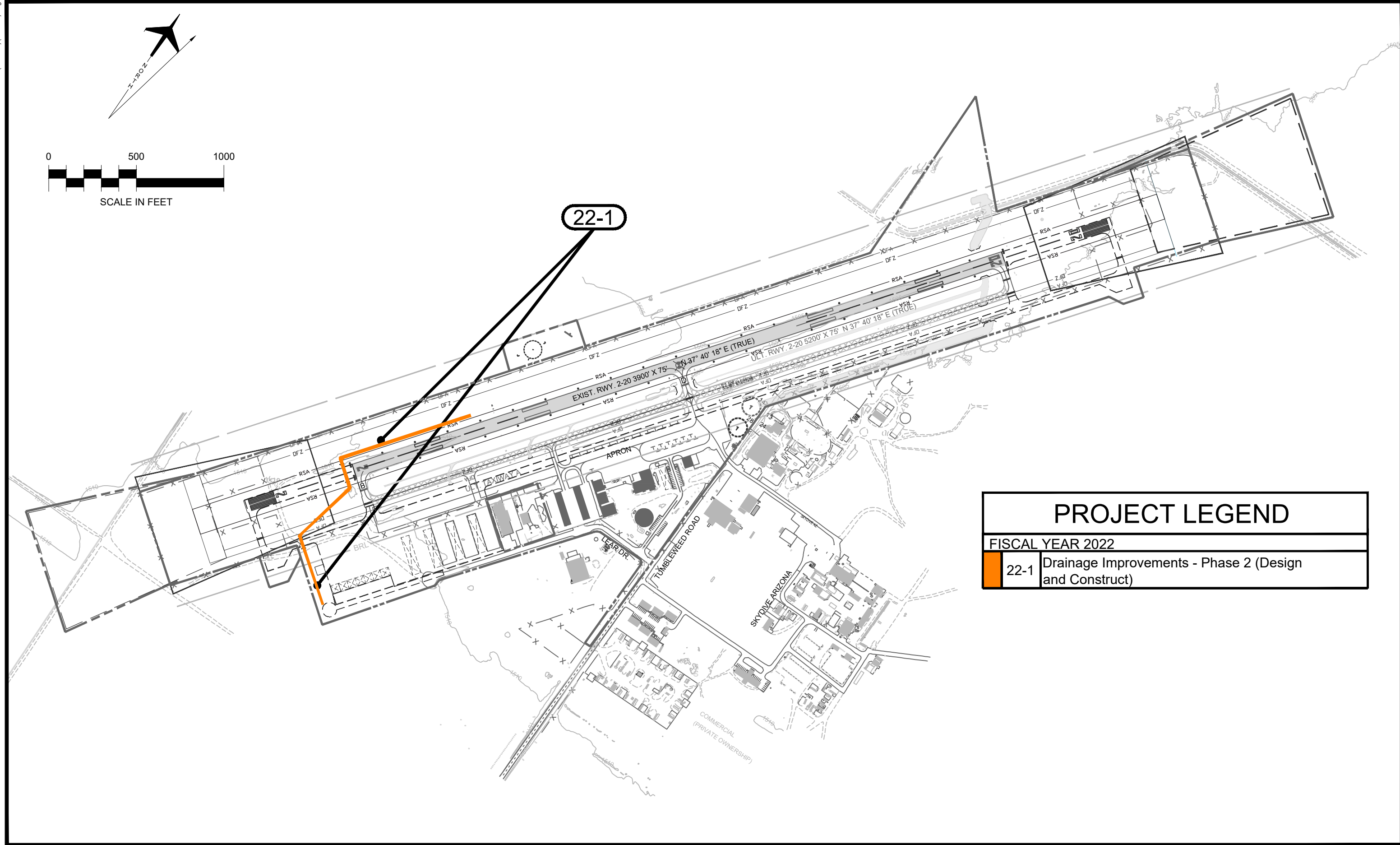
General Commercial
General Engineering

THIS CARD MUST BE
PRESENTED UPON DEMAND

Tom Cole, Director

ELOY MUNICIPAL AIRPORT DRAINAGE IMPROVEMENTS (PHASE II) – BASE BID SCHEDULE I BID TABULATION																
LINE No.	ITEM No.	DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	AMOUNT (Engineer)	UNIT PRICE	AMOUNT (Combs)	UNIT PRICE	AMOUNT (Action Direct)	UNIT PRICE	AMOUNT (Rummel)	UNIT PRICE	AMOUNT (Total Maintenance)	UNIT PRICE	AMOUNT (Hawk Contracting)
1	C-102-6.1	Stormwater Pollution Prevention Plan (Schedule I)	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00	\$ 22,000.00	\$ 22,000.00	\$ 9,500.00	\$ 9,500.00	\$ 24,788.25	\$ 24,788.25	\$ 40,000.00	\$ 40,000.00
2	C-105-6.1	Mobilization (Schedule I) (6% Max)	1	LS	\$ 18,000.00	\$ 18,000.00	\$ 24,000.00	\$ 24,000.00	\$ 22,000.00	\$ 22,000.00	\$ 17,000.00	\$ 17,000.00	\$ 21,500.00	\$ 21,500.00	\$ 30,000.00	\$ 30,000.00
3	GTP-10.01.1	Location of Underground Utilities (Schedule I)	1	ALLOW	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
4	GTP-20.06.1	Airfield Barricading, Safety, and Security (Schedule I)	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 73,500.00	\$ 73,500.00	\$ 15,000.00	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00	\$ 27,548.50	\$ 27,548.50	\$ 75,247.00	\$ 75,247.00
5	GTP-40-01.1	Tied Concrete Block Mat Channel Lining with Non-Woven Geotextile	11,159	SF	\$ 10.00	\$ 111,590.00	\$ 13.80	\$ 153,994.20	\$ 13.50	\$ 150,646.50	\$ 15.40	\$ 171,848.60	\$ 10.22	\$ 114,044.98	\$ 19.00	\$ 212,021.00
6	P-151-4.1	Clearing & Grubbing	1.5	AC	\$ 2,500.00	\$ 3,750.00	\$ 3,600.00	\$ 5,400.00	\$ 4,870.00	\$ 7,305.00	\$ 1,250.00	\$ 1,875.00	\$ 6,555.30	\$ 9,832.95	\$ 5,000.00	\$ 7,500.00
7	P-152-4.1	Unclassified Excavation	3,703	CY	\$ 40.00	\$ 148,120.00	\$ 36.30	\$ 134,418.90	\$ 29.00	\$ 107,387.00	\$ 23.00	\$ 85,169.00	\$ 60.75	\$ 224,957.25	\$ 40.00	\$ 148,120.00
8	T-901-5.1	Seeding with Hydromulch	1.2	AC	\$ 2,500.00	\$ 3,000.00	\$ 8,150.00	\$ 9,780.00	\$ 35,000.00	\$ 42,000.00	\$ 8,000.00	\$ 9,600.00	\$ 8,795.24	\$ 10,554.29	\$ 9,000.00	\$ 10,800.00
				SCH I	TOTAL	\$ 296,460.00	TOTAL	\$ 416,093.10	TOTAL	\$ 371,338.50	TOTAL	\$ 307,492.60	TOTAL	\$ 438,226.22	TOTAL	\$ 528,688.00

ELOY MUNICIPAL AIRPORT DRAINAGE IMPROVEMENTS (PHASE II) – ADDITIVE ALTERNATE BID SCHEDULE II BID TABULATION																
LINE No.	ITEM No.	DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	AMOUNT (Engineer)	UNIT PRICE	AMOUNT (Combs)	UNIT PRICE	AMOUNT (Action Direct)	UNIT PRICE	AMOUNT (Rummel)	UNIT PRICE	AMOUNT (Total Maintenance)	UNIT PRICE	AMOUNT (Hawk Contracting)
1	C-102-6.2	Stormwater Pollution Prevention Plan (Schedule II)	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 7,800.00	\$ 7,800.00	\$ 8,000.00	\$ 8,000.00	\$ 4,500.00	\$ 4,500.00	\$ 14,788.56	\$ 14,788.56	\$ 10,000.00	\$ 10,000.00
2	C-105-6.2	Mobilization (Schedule II) (6% Max)	1	LS	\$ 9,000.00	\$ 9,000.00	\$ 15,900.00	\$ 15,900.00	\$ 16,000.00	\$ 16,000.00	\$ 11,800.00	\$ 11,800.00	\$ 6,285.72	\$ 6,285.72	\$ 15,000.00	\$ 15,000.00
3	GTP-10.01.2	Location of Underground Utilities (Schedule II)	1	ALLOW	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
4	GTP-20.06.2	Airfield Barricading, Safety, and Security (Schedule II)	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 65,245.00	\$ 65,245.00	\$ 29,490.00	\$ 29,490.00	\$ 12,500.00	\$ 12,500.00	\$ 10,455.20	\$ 10,455.20	\$ 50,000.00	\$ 50,000.00
5	GTP-30.01.1	Salvage and Stockpile Existing Millings	21	CY	\$ 180.00	\$ 3,780.00	\$ 175.00	\$ 3,675.00	\$ 121.00	\$ 2,541.00	\$ 50.00	\$ 1,050.00	\$ 71.30	\$ 1,497.30	\$ 170.00	\$ 3,570.00
6	GTP 30.01.2	Salvage and Stockpile Existing Riprap	76	CY	\$ 180.00	\$ 13,680.00	\$ 82.00	\$ 6,232.00	\$ 49.00	\$ 3,724.00	\$ 30.00	\$ 2,280.00	\$ 78.25	\$ 5,947.00	\$ 90.00	\$ 6,840.00
7	GTP-30.02.1	Remove and Salvage Security Fence	162	LF	\$ 10.00	\$ 1,620.00	\$ 9.65	\$ 1,563.30	\$ 19.00	\$ 3,078.00	\$ 20.50	\$ 3,321.00	\$ 22.01	\$ 3,565.62	\$ 16.00	\$ 2,592.00
8	GTP-40-01.1	Tied Concrete Block Mat Channel Lining with Non-Woven Geotextile	5,437	SF	\$ 10.00	\$ 54,370.00	\$ 14.75	\$ 80,195.75	\$ 14.00	\$ 76,118.00	\$ 15.75	\$ 85,632.75	\$ 12.76	\$ 69,376.12	\$ 19.00	\$ 103,303.00
9	GTP-40.02.1	Riprap or Salvaged Riprap w/ Geosynthetic Filter Fabric (D50=6", Thickness=12")	40	SY	\$ 17.00	\$ 680.00	\$ 122.00	\$ 4,880.00	\$ 166.00	\$ 6,640.00	\$ 38.35	\$ 1,534.00	\$ 154.62	\$ 6,184.80	\$ 135.00	\$ 5,400.00
10	GTP-40.03.1	Concrete Cut-Off Wall (MAG STD DET 552-MOD)	143	LF	\$ 250.00	\$ 35,750.00	\$ 400.00	\$ 57,200.00	\$ 525.00	\$ 75,075.00	\$ 270.00	\$ 38,610.00	\$ 108.65	\$ 15,536.95	\$ 160.00	\$ 22,880.00
11	P-151-4.1	Clearing & Grubbing	0.3	AC	\$ 2,500.00	\$ 750.00	\$ 7,800.00	\$ 2,340.00	\$ 15,000.00	\$ 4,500.00	\$ 6,250.00	\$ 1,875.00	\$ 6,555.30	\$ 1,966.59	\$ 5,000.00	\$ 1,500.00
12	P-152-4.2	Channel Regrading/Reshaping	909	SY	\$ 8.00	\$ 7,272.00	\$ 8.00	\$ 7,272.00	\$ 26.00	\$ 23,634.00	\$ 13.00	\$ 11,817.00	\$ 21.63	\$ 19,661.67	\$ 10.00	\$ 9,090.00
13	F-162-5.1	6' Security Fence (Det 3, DWG GG3.02)	143	LF	\$ 100.00	\$ 14,300.00	\$ 134.00	\$ 19,162.00	\$ 171.00	\$ 24,453.00	\$ 240.00	\$ 34,320.00	\$ 122.02	\$ 17,448.86	\$ 175.00	\$ 25,025.00
				SCH I	TOTAL	\$ 152,702.00	TOTAL	\$ 276,465.05	TOTAL	\$ 278,253.00	TOTAL	\$ 214,239.75	TOTAL	\$ 177,714.39	TOTAL	\$ 260,200.00



PROJECT LEGEND		
FISCAL YEAR 2022		
	22-1	Drainage Improvements - Phase 2 (Design and Construct)

ELOY MUNICIPAL AIRPORT														
"FINAL" FAA/ADOT ACIP (2022-2026)														
PREPARED BY: COFFMAN ASSOCIATES														
PREPARED: AUGUST 6, 2020														
FISCAL YEAR		PROJECT NUMBER		PROJECT		QUANTITY		TOTAL COST		FEDERAL SHARE (1)		STATE SHARE		CITY SHARE
2018		AIP #14		Land Acqusition (Taxiway Relocation and Drainage Improvements)		± 15.0 Acres		\$494,180		\$450,000		\$22,090		\$22,090
				Subtotal (FY 2018)				\$494,180		\$450,000		\$22,090		\$22,090
2019		AIP #15		Relocation of Taxiway "A", New MITL, and Floodplain Improvements (Design Only)		LS		\$471,513		\$429,360		\$21,077		\$21,077
				Subtotal (FY 2019)				\$471,513		\$429,360		\$21,077		\$21,077
2020		#E0S2W01C		Drainage Improvements - Phase 1 (Construct)		LS		\$1,200,000		\$0		\$1,080,000		\$120,000
2020		#E0S2V01C		Runway Lighting Rehabilitation (Design and Construction)		LS		\$450,000		\$0		\$405,000		\$45,000
2020		AIP #16		Relocation of Taxiway "A" and new MITL		±23,000 SY		\$4,726,204		\$4,726,204		\$0		\$0
				Subtotal (FY 2020)				\$6,376,204		\$4,726,204		\$1,485,000		\$165,000
2021		21-1		Master Plan Update (Including AGIS Survey)		LS		\$400,000		\$364,240		\$17,880		\$17,880
				Subtotal (FY 2021)				\$400,000		\$364,240		\$17,880		\$17,880
2022		22-2		Drainage Improvements - Phase 2 (Design & Construct)		LS		\$750,000		\$0		\$675,000		\$75,000
				Subtotal (FY 2022)				\$750,000		\$0		\$675,000		\$75,000
2023		23-1		Environmental Assessment (Land Acquistion and Runway Extension)		LS		\$300,000		\$273,180		\$13,410		\$13,410
				Subtotal (FY 2023)				\$300,000		\$273,180		\$13,410		\$13,410
2024		24-1		Land Acquistion (SW Runway Extension)		±20 Acres		\$400,000		\$364,240		\$17,880		\$17,880
2024		24-2		SW Runway Extension - 650 feet (Design Only)		LS		\$400,000		\$364,240		\$17,880		\$17,880
2024		24-3		Drainage Improvements - Phase 3 (Design & Construct)		LS		\$850,000		\$0		\$765,000		\$85,000
				Subtotal (FY 2024)				\$1,650,000		\$728,480		\$800,760		\$120,760
2025		25-1		Construct SW Runway Extension - 650 feet (Including Parallel Taxiway "A", MIRL, MITL)		LS		\$4,000,000		\$3,642,400		\$178,800		\$178,800
				Subtotal (FY 2025)				\$4,000,000		\$3,642,400		\$178,800		\$178,800
2026		26-1		Install AWOS		LS		\$300,000		\$273,180		\$13,410		\$13,410
				Subtotal (FY 2026)				\$300,000		\$273,180		\$13,410		\$13,410
				TOTAL ACIP (FY2021 - FY2026)				\$7,400,000		\$5,281,480		\$1,699,260		\$419,260

1. Assumes Federal Funding at 91.06% except for CARES Act Projects (AIP #16) which are funded at 100%.

Grant Number E2S2C01C
CITY OF ELOY
ELOY MUNICIPAL AIRPORT

**Arizona Department of Transportation
Multimodal Planning Division
Aeronautics Group**

Airport Development Reimbursable Grant Agreement

Part I

THIS AGREEMENT is entered into May 24, 2022, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the **City of Eloy**, a political subdivision of the State of Arizona (the "Sponsor"), for a grant of State funds for the purpose of aiding in financing a Project of **Construct Drainage Improvements Phase 2** (the "Project"), for the improvement of the **Eloy Municipal Airport** (the "Airport").

WITNESSETH

Recitals:

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on **December 17, 2021** and the Director of the Arizona Department of Transportation, in accordance with the authority granted by Sections 28-304, 28-363, and 28-401 and A.R.S. Title 28, Chapter 25, have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

Sponsor's Responsibility

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: **February 3, 2022**. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

Grant Number E2S2C01C
CITY OF ELOY
ELOY MUNICIPAL AIRPORT

- 3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.
- 4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

Obligations

- 1) The minimum funding participation from the Sponsor shall be **Zero (0%)** as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be **Seven Hundred Fifty Thousand Dollars (\$750,000.00)**.
- 3) Except as otherwise provided herein for the State's obligation to provide funds hereunder expires upon completion of the project required herein or **June 3, 2026**, whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months or if the State determines that Sponsor is not otherwise complying with the terms of this Agreement. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation provided Sponsor is not in default hereunder.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) Notwithstanding anything to the contrary herein, in the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Preliminary Work Provision

Any preliminary work, for which costs for this Project were incurred after **July 28, 2021**, shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

The Sponsor shall approve and attach to this agreement a resolution, or Motion, or Board Action by its governing body that certifies as follows:

- 1) The Sponsor has the legal power and authority:
 - a) to do all things necessary, in order to undertake and carry out the Project;
 - b) to accept, receive and disburse grant funds from the State in aid of the Project.
- 2) The Sponsor now has on deposit, or is in a position to secure Zero (\$0.00), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

(Enter local funding type and location)

- 4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #: IV0000011261

Sponsor Vendor Address: 628 N Main St.
Eloy, AZ 85131

The following Exhibits are incorporated herewith and form a part of this Agreement.

Exhibit A - Sponsor Assurances

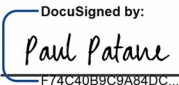
Exhibit B - General Provisions

Exhibit C - Specific Provisions and Project Schedules

Grant Number E2S2C01C
CITY OF ELOY
ELOY MUNICIPAL AIRPORT

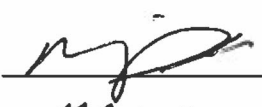
STATE:

State of Arizona
Department of Transportation
Multimodal Planning Division

By: 
Title: Paul Patane, Division Director
Date: 5/24/2022

SPONSOR:

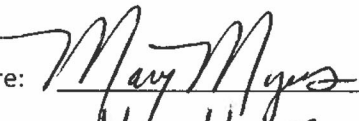
PINAL COUNTY
ELOY MUNICIPAL AIRPORT

By: 
Title: MAYOR
Date: 4-11-2022

WITNESSED BY:

Signature: 
Print Name: Margie Cerda, Airport Grants Manager
Date: 5/24/2022

WITNESSED BY:

Signature: 
Print Name: Mary Myers
Date: 4/11/2022

**Grant Number E2S2C01C
CITY OF ELOY
ELOY MUNICIPAL AIRPORT**

EXHIBIT A

Sponsor Assurances

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

General

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.
- 8) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State

Grant Number E2S2C01C
CITY OF ELOY
ELOY MUNICIPAL AIRPORT

funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

- 9) **Public Hearings:** In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

Financial

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

Record Keeping

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

Airport Based Aircraft Reporting

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

Airport Layout Plan

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.
- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA

Grant Number E2S2C01C
CITY OF ELOY
ELOY MUNICIPAL AIRPORT

Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.

- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.
- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

Immediate Vicinity Land Use Restriction

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

Airport Operation

- 1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.
- 2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.
- 3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
 - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;
 - b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;

Grant Number E2S2C01C
CITY OF ELOY
ELOY MUNICIPAL AIRPORT

- c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;
 - d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.
- 4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.
- 5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
- 6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:
- a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and
 - b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.
- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement

Grant Number E2S2C01C
CITY OF ELOY
ELOY MUNICIPAL AIRPORT

constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

Sponsor Transactions

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

Airport Revenues

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

Disposal of Land

- 1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.
- 2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.

EXHIBIT B

General Provisions

Employment of Consultants

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

Contracts

- 1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:
 - a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;
 - b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 2009-9, relating to equal opportunity;
 - c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;
 - d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.
- 2) All contracts shall stipulate and make clear:
 - a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;
 - b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.
 - c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.

Grant Number E2S2C01C
CITY OF ELOY
ELOY MUNICIPAL AIRPORT

- d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

Conflict of Interest

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

- 1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
- 2) Performing work for a client or having an interest which conflicts with this contract.

Reports

The Sponsor shall submit monthly status reports during planning, shall submit monthly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

Changes

Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement. Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

Audit

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

Grant Number E2S2C01C
CITY OF ELOY
ELOY MUNICIPAL AIRPORT

In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

Suspension

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

Failure to Perform

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

Termination for Convenience

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Waiver by State

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

Compliance with Laws

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

Arbitration

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

**Grant Number E2S2C01C
CITY OF ELOY
ELOY MUNICIPAL AIRPORT**

Jurisdiction

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

Excess of Payments

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

State Inspectors

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

Indemnification

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

Property of the Sponsor and State

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

EXHIBIT C

Specific Provisions and Project Schedules

Provisions for Design/Construction

Financial Cost Categories

The Sponsor shall segregate and group project costs in categories as follows:

- 1) "Design/Engineering Services" (as applicable), including topographic surveys/mapping, geometric design, plans preparation, geotechnical and pavement design, specifications, contract documents.
- 2) "Construction" (must be accounted for in accordance with approved work items as presented in the bid tabulation).
- 3) "Construction Engineering" (as applicable), including contract administration, inspection/field engineering, materials testing, construction staking/as-built plans and other.
- 4) "Sponsor Administration" directly associated with this Project (not to exceed 5% of project costs).
- 5) "Sponsor Force Account" contribution (if applicable).
- 6) "Contingencies" (not to exceed 5% of construction costs).
- 7) "Other" with prior approval of the State.

Design Review – Plans, Specifications and Estimates

Plans, specifications and estimates shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona. The Sponsor shall conduct a Concept Design Review meeting with the State and Sponsor's consultant at approximately the thirty percent (30%) completion point in the design of the Project, and a Final Design Review at one hundred percent (100%) plan completion.

These mandatory reviews shall be completed before the Sponsor will be permitted to proceed with the Project. The State shall issue an approval to proceed with final design upon satisfactory completion of the 30% review. The State shall issue an approval of the 100% plans, specifications and estimates upon satisfactory completion of the 100% review. Upon State approval, the Sponsor may proceed to advertising if construction is included in the scope of the Project, or must close the Project and submit a final grant reimbursement request if the grant is for design only.

Any modification to the approved plans, specifications and estimates authorized by the Sponsor shall also be subject to approval of the State. **Changes made to approved plans, specifications, and estimates at any time must be authorized by the State prior to executing the changes in order to be eligible for reimbursement by the State.**

Grant Number E2S2C01C
CITY OF ELOY
ELOY MUNICIPAL AIRPORT

The National Environmental Policy Act (NEPA) documentation must be complete and approved by the State and/or FAA prior to construction. The Sponsor shall submit a copy of the documentation to the State.

FAA Notice of Proposed Construction

The Sponsor agrees to submit an FAA Form 7460-1, Notice of Proposed Construction or Alteration before construction, installation or alteration of any Project under this Agreement that falls under the requirements of Subpart B to Part 77, Objects Affecting Navigable Airspace.

Bidding - Alternate Bidding Methods

Design, Bid, Build is the standard and preferred method for project delivery for State airport development grant projects. Alternative contracting methods (Design Build, Construction Manager at Risk, Task Order Contract) may be used in accordance with A.R.S. Title 34, Chapters 1, 2 and 6. **Use of an alternative contracting method shall be reviewed and approved by the State prior to the Sponsor executing a contract for the work.** If a project is approved for an alternative contracting method, the Sponsor must comply with all Federal, State, and Local policies, regulations, rules, and laws, as well as all requirements of this grant agreement within that method.

Based on Bids

If a Sponsor has requested a match to a Federal construction grant that was based on bids (the project was already advertised by the Sponsor with no existing State airport development grant for the design work), then all design coordination with the State required by this agreement must have been met during the design process for any prior design work to be considered eligible for reimbursement by the State. The State shall review any documentation and work done prior to bidding and, at its sole discretion, determine the eligibility of the work. Only work items necessary to complete the Project as stated in Exhibit C, Schedule One, Project Description, may be considered eligible.

Contractor Allowance

This item may only be used to cover costs of unknown, unforeseen circumstances within the scope of the grant that are necessary for Project completion. (For example: if unknown underground utilities must be removed or relocated to accomplish the Project) **This item must have prior approval of the State for each use of the item during construction in order to be eligible for reimbursement by the State.** The bid item shall be clearly defined in the contract documents with concise language describing when it may be utilized. It shall also be specified that the item may not be used at all. The allowance may only be used for unforeseen items directly related to the Project.

Contingencies

Contingencies are to be used as an estimating tool during the preliminary phases of Project development. They are intended to allow room in the grant funding level for reasonable price increases or approved added items during design. Contingencies are not eligible for reimbursement by the State as bid items in a construction contract.

Itemized Allowance

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance – industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by

Grant Number E2S2C01C
CITY OF ELOY
ELOY MUNICIPAL AIRPORT

the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

Construction Inspection

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

Construction inspection shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona.

The Sponsor shall subject the construction work and any related documentation on any Project contained in an approved Project application to inspection and approval by the State and the FAA. The State shall, if in accordance with regulations and procedures, prescribe such work as needed for the Project.

Change Orders

The Sponsor shall notify the State in advance of the need for a change. Such notification shall clearly define the changed or added bid items, the locations of changed work, the quantities and costs of changed work, and the time required for the change. Justification for the change must be provided to the State by the Sponsor. Change orders may be approved by the State only if they are clearly necessary to accomplish the original grant scope. If approval is granted by the State, the Sponsor shall follow up with the written change order for the State's review and approval in a timely manner. The Sponsor may not request reimbursement for the work done under a change order until the change order is approved by the State.

Construction Contract Documents

Any changes to the construction contract documents (including scope, time and amount), authorized by the Sponsor, must be approved by the State prior to being implemented by the Sponsor in order to be eligible for reimbursement under the grant. All changes, as well as any notifications and approvals related to the changes, shall be documented in the final contract documents, change orders, and as built plans provided to the State at the end of the contract. Verbal requests and approvals are not sufficient as documentation for reimbursement. Final reimbursements will not be made until all documentation is received by the State.

Grant Number E2S2C01C
CITY OF ELOY
ELOY MUNICIPAL AIRPORT

Design/Construction Project Schedules

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project's progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

Schedule One
Design/Construction Project Description and Funding Allocation

Detailed Project Description:

Construct Drainage Improvements Phase 2

Project Cost Category	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Design/Engineering Services	\$ 166,250	\$	\$	\$ 166,250
Construction	\$ 478,750	\$	\$	\$ 478,750
Construction Engineering	\$ 100,000	\$	\$	\$ 100,000
Sponsor Administration**	\$ 5,000	\$	\$	\$ 5,000
Sponsor Force Account Work***	\$	\$	\$	\$
Contingencies	\$	\$	\$	\$
Total Project Costs	\$ 750,000	\$	\$	\$ 750,000

*Total of this column to be used in Schedule Two.

** Sponsor Administration is not eligible for reimbursement above 5% of the project costs.

*** All force account work is to be approved by the State prior to the grant agreement being signed.

NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.

Grant Number E2S2C01C
CITY OF ELOY
ELOY MUNICIPAL AIRPORT

Schedule Two
Design/Construction Project Reimbursement Schedule

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project's progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

Instructions:

- 1) For "Total State Funds" below, enter the Total Project Costs/Estimated State Share from Schedule One.
- 2) For each month/year, indicate the projected reimbursement request amount for State Funds Only (use whole dollars only, e.g. \$540 or \$1,300).
- 3) Continue the process by entering a Zero (0) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

Total State Funds: **\$750,000.00 State Dollars**

Projected Reimbursement Requests / State Cash Flow

<i>Calendar Year</i>	Jan	Feb	Mar	Apr	May	Jun
2022	\$	\$	\$	\$ 5,800	\$ 25,500	\$ 25,500
2023	\$ 5,600	\$ 950	\$ 5,500	\$ 10,500	\$ 75,500	\$ 275,500
2024	\$	\$	\$	\$	\$	\$
2025	\$	\$	\$	\$	\$	\$
2026	\$	\$	\$	\$	\$	\$
<i>Calendar Year</i>	Jul	Aug	Sep	Oct	Nov	Dec
2022	\$ 25,800	\$ 25,500	\$ 22,500	\$ 22,800	\$ 22,500	\$ 5,600
2023	\$ 184,950	\$ 10,000	\$	\$	\$	\$
2024	\$	\$	\$	\$	\$	\$
2025	\$	\$	\$	\$	\$	\$
2026	\$	\$	\$	\$	\$	\$

Grant Number E2S2C01C
CITY OF ELOY
ELOY MUNICIPAL AIRPORT

Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.

Schedule Three
Design/Construction Project Milestones

Milestone Duration Guidelines

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable, write N/A.

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) The Design/Engineering Phase is subject to the type and complexity of the Project, however, most designs can be accomplished within one hundred eighty (180) days to two hundred and seventy (270) days.
- 3) The Bidding Phase typically should be sixty (60) days or less.
- 4) The Construction Phase is dependent upon the type of Project, the airport traffic, and the available construction season, generally ninety (90) days to three hundred sixty (360) days.
- 5) The State review periods should be fifteen (15) days.

Design/Construction Milestone Schedule

Milestones	Duration	Start Date		Completion Date	
	# of Days	Proposed	Actual	Proposed	Actual
Consultant Selection Phase					
Submit Scope for State Review/Approval*	1				8/17/21
Submit Contract for State Review/Approval	1				8/17/21
Award Consultant Contract	1	2/28/22			
Design & Engineering Phase					
Sponsor Issue Notice to Proceed/Start Design	1	3/7/22			
Conduct 30% Design Review/Approval	15	6/20/22		7/8/22	
Conduct Final Design Review/Bid Set Submitted (100%) for Review/Approval	15	11/7/22		11/22/22	
Bidding Phase					
Bid Set Submitted (100%) for Review/Approval	15	11/7/22		11/22/22	
Issue Invitation for Bids	30	12/13/22		1/19/23	
Submit Bid Tab for State Review/Approval	15	1/27/23		2/10/23	
Award Construction Contract/Submit to the State	1	2/20/23		2/20/23	
Construction Phase					
Pre-Construction Meeting	1	5/27/23			
Issue NTP – Begin Construction	60	4/3/23		6/5/23	
Final Inspection	1	6/26/23		6/26/23	
Submit As-Builts & Final Documentation	1	8/25/23			
Submit Final Reimbursement Request and Sponsor Closeout Letter	1	8/25/23			

* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter 6.

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VIII.A.**

Date: **6/9/2025**

Date submitted:
05/30/2025

Action: Formal

Subject: Approval of a Guaranteed Energy Service Agreement ("Agreement") between the City of Eloy and Veregy Energy Services, LLC., dba Veregy, LLC., for Engineering Services, Construction, and Construction Administration for Water and Wastewater Capital Projects; and Authorizing the City Manager to Sign the Necessary Documents.

Date requested:
6/9/2025

TO: Mayor and City Council

FROM: Matt Rencher, Public Works Director/City Engineer

RECOMMENDATION:

Staff recommends that the City Council approve the Agreement with Veregy and authorize the City Manager to execute all associated contracts and documentation. This agreement will enable Veregy to provide construction and construction administration services for the Water and Wastewater Capital Projects outlined in the agreement, supporting the Public Works Department's water and wastewater divisions. Funding for these projects will be provided through American Rescue Plan (ARP) allocations and the respective Capital Improvement Project (CIP) budgets.

DISCUSSION:

The American Rescue Plan (ARP), signed into law on March 11, 2021, was a \$1.9 trillion stimulus package to address the economic and public health impacts of the COVID-19 pandemic. It provided state and local government funding to support economic recovery, public health efforts, and budget shortfalls. Local governments received direct allocations based on population to address immediate and long-term needs, including public health, safety, and infrastructure projects like water and sewer upgrades, broadband expansion, and community facilities.

The City of Eloy has identified various implementation projects utilizing the American Rescue Plan (ARP) funding. The City Council reviewed and approved this proposed project list and other projects in late 2021. However, the estimated costs for these projects significantly exceed the available ARP funding. Additionally, since the initial project list was approved, new priority projects with more urgent needs have been identified. Consequently, Public Works staff recommends allocating the remaining ARP funds to the following high-priority projects:

- Belt Press building, connection design, sludge holding tank, polymer feed system at WWTP -- Total budgeted cost: \$2.6M
- Step Screens at wastewater treatment plant headworks -- Total budgeted cost: \$815,000
- Sewer Trunk Main Extension within City Limits on Eleven Mile Corner Road and from Eleven Mile Corner Road to WWTP -- Total budgeted cost: \$6.4M
- Rehab Water Reservoir at Pump Station #2 -- Total budgeted cost: \$1.2M
- Repair Discharge Pipe at WWTP Headworks -- Total budgeted cost: \$400,000
- Solar Panel Array at Booster Pump Station #2 (Blue Tank) -- total budgeted cost \$1.4M

In October 2022, the City of Eloy secured funding from the Water Infrastructure Financing Authority (WIFA) to support critical water and wastewater construction projects. These projects included the installation of five (5) new turbo blowers and aeration piping at the wastewater treatment facilities, solar photovoltaic panels at both the wastewater treatment facilities and drinking water wells, and a sand separator at one of the well sites. To execute these projects efficiently, the City contracted Veregy to provide design and construction services. Veregy was selected based on the provisions of Arizona Revised Statutes, Title 34, which allows for the direct selection of certain professional services, including engineering, through an executed 1GPA contract #22-07P-08 already in place with the State of Arizona. Acting as an extension of the City's staff, Veregy successfully managed and completed the projects on schedule, ensuring compliance with federal and WIFA standards. Recognizing Veregy's expertise and performance, City staff approached the firm to assist with the major capital projects identified above. This collaboration aims to ensure timely project completion despite staffing constraints due to other ongoing initiatives.

City Staff provided Veregy with the bid documents that were furnished by the design engineers for each project. Veregy managed the bidding process, including identifying contractors, hosting pre-submittal conferences and site walks, soliciting proposals, accepting reviewing proposals, and providing recommendations to Staff. Three bids were received for the bar screen installation, two bids were received for the belt filter press and building, two were received for the construction of the Eleven Mile Corner sewer extension, and three bids were received for the work to be performed at Pump Station #2. The bids received were as follows:

Bar Screen

Headworks -- \$873,349

Huber -- \$870,745

Lakeside -- \$855,815

Staff is recommending accepting the proposal from Headworks since they are most familiar with the existing bar screen at the wastewater treatment plant and have a reputation for longevity and durability of their equipment.

Belt Filter Press and Building (Underground and Electrical)

DWA -- \$683,123

Ellison-Mills -- \$672,112

Auza -- No Response

Kelco -- No Response

Belt Filter Press and Building (Mechanical)

APS -- \$3,650,993

Ellison-Mills -- \$2,856,469

Eleven Mile Corner Sewer Pipeline Construction

DWA -- \$7,519,931

Ellison-Mills -- \$6,998,363

Auza -- No Response

Kelco -- No Response

Pump Station #2 (Blue Tank) Rehab -- Including New Solar Structure

JPCI -- \$2,494,262

MMI Tank -- \$1,743,223

Southwest Tank -- \$1,396,932

The construction contracts for each of these projects will be between Veregy and the respective Contractors. Anticipated timeframes for construction of each of these projects are as follows:

SCHEDULE -

- | | |
|--|--|
| • Screening arrived | about May 29th or 30th |
| • Provide formal pricing to City | by May 30, 2025 |
| • City of Eloy Veregy Contract Approval | by June 9, 2025 |
| • Veregy Subcontract Awards | Late June |
| • Provide shop drawings - | Within 30 days after Contract Award |
| • Order materials - | After shop drawing review (probably in |
| mid Aug or early Sep) | |
| • Replace pipe at screening machine | As soon as possible (late Aug is |
| earliest, late Sep or early Oct is likely) | |
| • Most subs - mobilize to site - | by 01 Nov 25 |
| • Veregy trailer mobilized to site - | about 01 Nov 25 |
| • Most subs - begin construction - | early November |
| • Drain blue tank for work - | early November |
| • Blue Tank painting complete | by 01 Mar 26 |
| • Sewer pipeline work complete - | by 30 Apr 26 |
| • BFP work completed | by 15 May 26 |
| • Blue Tank Solar - | TBD – checking on electric gear lead |

time

FISCAL IMPACT:

The total cost for Veregy to provide services for each of these projects is not to exceed \$12.8M. This will be paid by the balance of the American Rescue Funding, Capital reserves, and capital project funding that has already been approved by Council

Approved as to Form:

A handwritten signature in blue ink, appearing to read "Stephen R. Cooper", is written over a solid black horizontal line.

Stephen R. Cooper, City Attorney

**VEREGY ENERGY SERVICES, LLC, DBA VEREGY LLC
GUARANTEED ENERGY SERVICES
AGREEMENT**

CUSTOMER NAME:
DATE OF SUBMISSION:

City of Eloy
May 30th, 2025

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1. GENERAL PROVISIONS.....	1
2. VEREGY'S RESPONSIBILITIES.....	1
3. CUSTOMER'S RESPONSIBILITIES.....	4
4. SUBCONTRACTS.....	5
5. INSTALLATION AND ACCEPTANCE.....	5
6. PRICE AND PAYMENT	5
7. CHANGES IN THE PROJECT	5
8. INSURANCE, INDEMNITY, WAIVER OF SUBROGATION, AND LIMITATION OF LIABILITY.....	6
9. TERMINATION OF THE AGREEMENT	8
10. ASSIGNMENT.....	10
11. MISCELLANEOUS PROVISIONS.....	10
12. ARBITRATION	10
13. LIMIT OF LIABILITY - FIRE AND/OR SECURITY SYSTEMS.....	11
14. ALLOCATION OF SECTION 179D DEDUCTION TO DESIGNER.....	11

ATTACHMENT A	THE WORK (SCOPE-OF-WORK)
ATTACHMENT B	THE INSTALLATION SCHEDULE
ATTACHMENT C	PAYMENT SCHEDULE
ATTACHMENT D	ENERGY GUARANTEE
ATTACHMENT E	SCHEDULE OF SAVINGS
ATTACHMENT F	PROJECT ACCEPTANCE
ATTACHMENT G	FORM ALLOCATION OF SECTION 179D DEDUCTION
ATTACHMENT H	FEDERAL REQUIREMENTS COMPLIANCE

Note Regarding Modifications Made to this Agreement: Provisions in the printed document that are not to be included in the agreement may be deleted by striking through the word, sentence, or paragraph to be omitted. It is recommended that unwanted provisions not be made illegible. The Parties should be clearly aware of the material deleted from the standard form. **Do not make any modifications to this Agreement unless approval to do so has been granted. Changes may be made only by deletion as explained above, or, by addendum.**

ARTICLE 1

GENERAL PROVISIONS

1.1 This Agreement, including all Attachments, Exhibits, and Schedules referenced herein (hereinafter the "Agreement") dated May 30, 2025 (the "Effective Date") by and between VEREGY, a limited liability company and Veregy LLC, DBA Veregy and collectively referred to as "Veregy" with a principal place of business at 3312 E Broadway Rd, Phoenix, AZ, 85040, and the City of Eloy, an Arizona municipal corporation("CUSTOMER") with a principal place of business at 595 N. C Street Eloy, Arizona 85131. (collectively the "Parties").

1.2 EXTENT OF AGREEMENT: This Agreement, including all attachments and exhibits hereto, represents the entire agreement between CUSTOMER and VEREGY and supersedes all prior negotiations, representations, or agreements. This Agreement shall not be superseded by any provisions of the documents for construction and may be amended only by: (1) a written amendment signed by both CUSTOMER and VEREGY; and (2) a signed Change Order signed by both CUSTOMER and VEREGY. None of the provisions of this Agreement shall be modified, altered, changed, or voided by any subsequent Purchase Order issued by CUSTOMER, which relates to the subject matter of this Agreement.

1.3 As used in this Agreement, the term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by VEREGY to fulfill VEREGY's obligations, as described in Attachment A and otherwise set forth in the Contract Documents. The Work may constitute the whole or a part of the Project. The Work specifically excludes certain design and construction, which are the subject of separate agreements between CUSTOMER and parties other than VEREGY.

1.4 The Project is the total construction of which the Work performed by VEREGY under this Agreement may be the whole or a part and which may include construction by the CUSTOMER and by separate contractors.

1.5 The Contract Documents consist of this Agreement, its attachments, exhibits, schedules, and addenda. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by VEREGY. The Contract Documents are complementary, and what is required by one shall be binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them.

1.6 Installation Schedule means that schedule set out in Attachment B describing the Parties' intentions respecting the times by which the components or aspects of the Work therein set forth shall be installed and/or ready for acceptance or beneficial use by CUSTOMER.

ARTICLE 2

VEREGY'S RESPONSIBILITIES

2.1 VEREGY Services

2.1.1 VEREGY shall be responsible for construction of the Project, except as otherwise set forth in the Construction Documents. VEREGY shall not be responsible for any work undertaken by CUSTOMER or CUSTOMER's contractors.

2.1.2 VEREGY will assist in securing permits necessary for the Work. CUSTOMER shall pay such proper and legal fees to public officers and others as may be necessary to the due and faithful performance of the Work and which may arise incidental to the fulfilling of these specifications.

2.1.3. VEREGY shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless VEREGY needs to provide such services in order to carry out the VEREGY's responsibilities for construction means, methods, techniques, sequences and procedures.

2.1.4 VEREGY shall comply with each and every applicable Federal Requirement and each and every applicable EEO Requirement. By way of regulatory compliance and clarity and not to limit the commitment made herein, Attachment H Federal Requirements Compliance is attached hereto, incorporated herein, and made a part hereof for all purposes.

2.2 Responsibilities with Respect to the Work

2.2.1 VEREGY will provide construction supervision, inspection, labor, materials, tools, construction equipment and subcontracted items reasonably necessary for the execution and completion of the Work.

2.2.2 VEREGY shall keep the premises in an orderly fashion and reasonably free from unnecessary accumulation of waste materials or rubbish caused by its operations. If VEREGY damages property not needed for the Work, VEREGY shall repair the property to its pre-existing condition unless CUSTOMER directs otherwise. At the completion of the Work, VEREGY shall remove waste material supplied by VEREGY under this Agreement as well as all its tools, construction equipment, machinery, and surplus material. Unless otherwise agreed to herein, all surplus materials shall be the property of VEREGY. VEREGY shall dispose of all waste materials or rubbish caused by its operations; provided, that unless otherwise specifically agreed to in this Agreement, VEREGY shall not be responsible for disposal of toxic or hazardous materials removed from the facilities, such as fluorescent lights, potential polychlorinated biphenyl containing light ballasts and mercury-containing controls, but shall store those materials neatly at a location designated by CUSTOMER.

2.2.3 VEREGY shall give all notices and comply with all laws and ordinances legally enacted as of the date of execution of the Agreement governing the execution of the Work; provided, however, that VEREGY shall not be responsible nor liable for the violation of any code, law or ordinance caused by CUSTOMER or existing in CUSTOMER's property prior to the commencement of the Work.

2.2.4 VEREGY shall comply with all applicable federal, state and municipal laws and regulations that regulate the health and safety of its workers while providing the Work, and shall take such measures as required by those laws and regulations to prevent injury and accidents to other persons on, about or adjacent to the site of the Work. It is understood and agreed, however, that VEREGY shall have no responsibility for elimination or abatement of health or safety hazards created or otherwise resulting from activities at the site of the Work carried on by persons not in a contractual relationship with VEREGY, including CUSTOMER, CUSTOMER's employees, CUSTOMER's contractors or subcontractors, CUSTOMER's tenants or CUSTOMER's visitors. CUSTOMER agrees to cause its contractors, subcontractors and tenants to comply fully with all applicable federal, state and municipal laws and regulations governing health and safety and to comply with all reasonable requests and directions of VEREGY for the elimination or abatement of any such health or safety hazards at the site of the work.

2.2.5 VEREGY shall promptly notify the CUSTOMER if it finds (1) that a subsurface or latent physical condition at the site differs materially from those indicated in this Agreement, and/or (2) that an unknown physical condition at the site of an unusual nature differing materially from that ordinarily encountered and generally recognized as occurring in the work of the character envisioned in the Agreement. If CUSTOMER receives such a notice, it must promptly investigate the physical condition, and if it determines that the physical condition is materially different and would cause an increase or decrease in cost or additional time to perform the Agreement, it must put its determination in writing and an equitable adjustment to the contract price and time must be made.

2.3 Patent Indemnity

2.3.1 VEREGY shall, at its expense, defend or, at its option, settle any suit that may be instituted against CUSTOMER for alleged infringement of any United States patents related to the hardware manufactured and provided by VEREGY, provided that: 1. Such alleged infringement consists only in the use of such hardware by itself and not as part of, or in combination with, any other devices, parts or software not provided by VEREGY hereunder; 2. CUSTOMER gives VEREGY immediate notice in writing of any such suit and permits VEREGY, through counsel of its choice, to answer the charge of infringement and defend such suit; and 3. CUSTOMER gives VEREGY all needed information, assistance and authority, at VEREGY's expense, to enable VEREGY to defend such suit.

2.3.2 If such a suit has occurred, or in VEREGY's opinion is likely to occur, VEREGY may, at its election and expense: obtain for CUSTOMER the right to continue using such equipment; or replace, correct or modify it so that it is not infringing; or remove such equipment and grant CUSTOMER a credit therefore, as depreciated.

2.3.3 In the case of a final award of damages in any such suit, VEREGY will pay such award. VEREGY shall not, however, be responsible for any settlement made without its written consent.

2.3.4 This article states VEREGY's total liability and CUSTOMER's sole remedy for any actual or alleged infringement of any patent by the hardware manufactured and provided by VEREGY hereunder. In no event shall VEREGY be liable for any indirect, special, or consequential damages resulting from any such actual or alleged infringement, except as set forth in this section 2.3.

2.4 Warranties and Completion

2.4.1 VEREGY warrants CUSTOMER good and clear title to all equipment and materials furnished by VEREGY to CUSTOMER pursuant to this Agreement free and clear of liens and encumbrances. In addition to manufacturer's equipment warranties, VEREGY hereby warrants that all such equipment and materials shall be of good quality and shall be free from defects in materials and workmanship, including installation and setup, for a period of one (1) year from the date of beneficial use or substantial completion of the equipment or portion of the Work in question, provided that no repairs, substitutions, modifications, or additions have been made, except by VEREGY or with VEREGY's written permission, and provided that after delivery such equipment or materials have not been subjected by non-VEREGY personnel to accident, abuse, neglect, misuse, modifications, improper or insufficient maintenance, improper operation or use in violation of any instructions supplied by VEREGY, in which case this warranty shall be null and void.

2.4.2 All Subcontractor's and manufacturer's warranties shall be deemed furnished and assigned to CUSTOMER pursuant to the Contract Documents without further action by VEREGY upon Final Payment by CUSTOMER as required under the Contract Documents.

2.4.3 THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND VEREGY HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY WARRANTED HEREIN. VEREGY shall not be liable for any special, indirect, incidental, or consequential damages arising from, or relating to, this limited warranty or its breach.

2.4.4 VEREGY's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by VEREGY, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

2.5 Hazardous Materials

2.5.1 Except as expressly provided in Schedule A, VEREGY and its subcontractors shall not be required to handle, remove, come into contact with, dispose of, or otherwise work with hazardous materials existing on the project site at the date of this Agreement or resulting, either directly or indirectly, from any acts or omissions of CUSTOMER, its employees, agents or assigns, or any of its other contractors or subcontractors. "Hazardous materials" as used herein includes all hazardous or toxic substances or materials as may be so designated by federal, state, or local governmental entities. "Hazardous materials" shall also include lead paint, fungus, and mold. If, during the performance of the Work, the presence of hazardous materials is discovered or reasonably suspected, VEREGY shall notify CUSTOMER of such discovery or suspicion and shall be permitted to immediately cease all work which requires contact with or exposure to such hazardous materials, until the CUSTOMER has made arrangements for the removal of the same. VEREGY shall be entitled to an extension of the Contract Time for ceasing work pursuant to this Section. In the event that the Parties agree that VEREGY shall remove or remediate any Hazardous Materials discovered during the course of the Work, VEREGY shall be entitled to a Change Order increasing the Contract Price and Contract Time for said removal and/or remediation.

2.5.2 CUSTOMER shall indemnify, defend, and hold VEREGY and its respective officers, directors, employees, agents and subcontractors (collectively the "Indemnified Parties"), harmless from, against, and in respect of any and all rights, claims, demands, liabilities, obligations, orders, assessments, interest, penalties, fines, settlement payments, costs, expenses and damages, including, without limitation, reasonable legal fees and out-of-pocket expenses ("Damages") imposed upon or incurred by any Indemnified Party and that arise from claims asserted by third parties or by CUSTOMER concerning any Hazardous Materials; provided that the Damages are not the direct result of any act or omission of VEREGY or its agents.

2.5.3 Unless prior to the execution of this Agreement, VEREGY received written notification from CUSTOMER of the existence of Hazardous Materials on the site, and said notice included a description of the Hazardous Materials, and the quantity and location of the Hazardous Materials, CUSTOMER is hereby representing to VEREGY that CUSTOMER is not aware of any Hazardous Materials present at the site.

ARTICLE 3

CUSTOMER'S RESPONSIBILITIES

3.1 Within fourteen (14) days of the execution of the Agreement, CUSTOMER shall provide VEREGY full information necessary and relevant to the evaluation, performance, and requirements for the Work. VEREGY shall be entitled to rely on the accuracy of the information furnished by CUSTOMER. With respect to any information not already provided to VEREGY by CUSTOMER, as required herein, the CUSTOMER shall furnish said information and services required of CUSTOMER by the Contract Documents within fourteen (14) days of any request by VEREGY.

3.2 CUSTOMER shall designate a representative who shall be fully acquainted with the Work, and who has authority to approve changes in the scope of the Work, execute and agree to Change Orders and render decisions promptly.

3.3 CUSTOMER shall furnish to VEREGY surveys describing physical characteristics, all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement, the Work, and the Project.

3.4 CUSTOMER shall secure and pay for all necessary approvals, easements, assessments, permits, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including charges for legal and auditing services.

3.5 If CUSTOMER becomes aware of any fault or defect in the Work, it shall give prompt written notice thereof to VEREGY and if such notice is not promptly given, CUSTOMER shall be responsible for any additional repair or remedial costs which could have been avoided if such notice had been promptly given.

3.6 The services and information required by the above paragraphs shall be furnished with reasonable promptness at CUSTOMER's expense and VEREGY shall be entitled to rely upon the accuracy and the completeness thereof.

3.7 Prior to the commencement of the Work and at such future times as VEREGY shall reasonably deem appropriate, CUSTOMER shall furnish evidence in a form satisfactory to VEREGY that sufficient funds are available and committed to pay for the Work. Unless such evidence is furnished, VEREGY is not required to commence or continue any Work. Further, if CUSTOMER does not provide such evidence, VEREGY may stop work upon fifteen (15) days' notice to CUSTOMER. The failure of VEREGY to insist upon the providing of this evidence at any one time shall not be a waiver of CUSTOMER's obligation to make payments pursuant to this Agreement, nor shall it be a waiver of VEREGY's right to request or insist that such evidence be provided at a later date.

3.8 CUSTOMER shall comply with all applicable federal, state, and municipal laws and regulations governing occupational health and safety in the areas where VEREGY will perform services and/or perform the Work.

3.9 CUSTOMER represents and warrants that, except as otherwise disclosed in this Agreement, in the areas where VEREGY will undertake Work or provide services, there are no: (a) materials or substances classified as toxic or hazardous either (i) on or within the walls, floors, ceilings or other structural components, or (ii) otherwise located in the work area, including asbestos or presumed asbestos-containing materials, formaldehyde, containers or pipelines containing petroleum products or hazardous substances, etc.; (b) situations subject to special precautions or equipment required by federal, state or local health or safety regulations; or (c) unsafe working conditions. CUSTOMER shall immediately notify VEREGY of any changes or updates that occur during the course of the Agreement. If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by VEREGY or others and provide an unsafe condition for the performance of the Work or services, the discovery of the material, situation or condition shall constitute a cause beyond VEREGY's reasonable control and VEREGY shall have the right to cease or not commence the Work until the area has been made safe by CUSTOMER or CUSTOMER's representative, at CUSTOMER's expense. When the Hazardous Material has been remediated or removed, Work in the affected area shall resume upon written agreement of CUSTOMER and VEREGY. By

Change Order, the Contract Time shall be extended appropriately and the Contract Price shall be increased in the amount of the VEREGY's reasonable additional costs of shut-down, delay and start-up and for any additional work performed by VEREGY.

3.10 To the fullest extent allowed by law, CUSTOMER shall indemnify and hold VEREGY harmless from and against any and all claims and costs of whatever nature, including but not limited to, consultants' and attorneys' fees, damages for bodily injury and property damage, fines, penalties, cleanup costs and costs associated with delay or work stoppage, that in any way results from or arises under the breach of the representations and warranties in this section, the existence of mold or a Hazardous Materials at a site, performance of the Work in the affected area, or the occurrence or existence of the situations or conditions described in this section, whether or not customer provides VEREGY advance notice of the existence or occurrence and regardless of when the Hazardous Materials or occurrence is discovered or occurs. This indemnification shall survive termination of this Agreement for whatever reason. Nothing in this section shall be construed to require that CUSTOMER indemnify and hold harmless VEREGY from claims and costs resulting from the negligent use by VEREGY of any Hazardous Materials brought to the site by VEREGY (and CUSTOMER acknowledges that VEREGY may bring to the site lubricants or other materials that are routinely used in performing maintenance and that may be classified as Hazardous Materials).

ARTICLE 4

SUBCONTRACTS

4.1 At its exclusive option, VEREGY may subcontract some or all of the Work. VEREGY, as soon as practicable after execution of the Agreement, shall furnish in writing to CUSTOMER, if requested by CUSTOMER, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. CUSTOMER will promptly reply to VEREGY in writing stating whether or not CUSTOMER has reasonable objection to any such proposed person or entity. Failure of CUSTOMER to reply promptly shall constitute notice of no reasonable objection. Notwithstanding anything herein to the contrary,

4.2 A Subcontractor is a person or entity who has a direct contract with VEREGY to provide work, labor, and materials in connection with the Work. The term Subcontractor does NOT include any separate contractors employed by CUSTOMER or such separate contractors' subcontractors.

4.3 For the purposes of this Agreement, no contractual relationship shall exist between CUSTOMER and any Subcontractor. VEREGY shall be responsible for the management of its Subcontractors in their performance of their Work. Unless otherwise expressly agreed to, VEREGY shall not be responsible for the management or supervision or the performance of any work by any of CUSTOMER's employees, contractors, or subcontractors.

4.4 CUSTOMER shall not hire any of VEREGY's Subcontractors without the prior written approval of VEREGY.

ARTICLE 5

INSTALLATION AND ACCEPTANCE

5.1 The Work to be performed under this Agreement shall be commenced and substantially completed as set forth in the Installation Schedule attached hereto as Attachment B.

5.2 If VEREGY is delayed at any time in the progress of performing its obligations under this Agreement by any act of neglect of CUSTOMER or of any employee or agent of CUSTOMER or any contractor employed by CUSTOMER; or by changes ordered or requested by CUSTOMER in the Work performed pursuant to this Agreement; or by labor disputes, fire, unusual delay in transportation or deliveries, adverse weather conditions or other events or occurrences which could not be reasonably anticipated; or unavoidable casualties; or by any pandemic, international, national or regional health crisis or condition or any federal, state or local directive, declaration of emergency or order to suspend, shut down or suspend business in general or the Work in particular resulting from said pandemic or crisis, that impacts the provision of labor or interferes with VEREGY's or any of VEREGY's subcontractor's ability to procure materials, supplies or equipment, or that otherwise disrupts or shuts down the jobsite, either temporarily or for an extended duration ("Pandemic Delay"); or any other problem beyond VEREGY's reasonable control (an "Excusable Delay"), then the time for performance of the

obligations affected by such Excusable Delay shall be extended by the period of any delay actually incurred as a result thereof. If any delay, or cumulative delays, within CUSTOMER's control, extends beyond ten (10) days, CUSTOMER shall reimburse VEREGY for all additional costs resulting therefrom. In the event of significant delay or price increase of material, or equipment occurring during the performance of the Agreement through no fault of VEREGY, the Contract Price, time of completion or contract requirements shall be equitably adjusted by change order in accordance with the procedures of the Agreement. A change in price of an item of material, equipment, or energy will be considered significant when the price of an item increases 15% between the date of this Agreement and the date of purchase.

5.3 VEREGY shall provide Delivery and Acceptance Certificates in a form acceptable to CUSTOMER and VEREGY (the "Delivery and Acceptance Certificates") for the Work provided pursuant to the Schedule identified in Attachment F. Upon receipt of each Delivery and Acceptance Certificate, CUSTOMER shall promptly inspect the Work performed by VEREGY identified therein and execute each such Delivery and Acceptance Certificate as soon as reasonably possible, but in no event later than ten (10) days after delivery of the same by VEREGY, unless CUSTOMER provides VEREGY with a written statement identifying specific material performance deficiencies that it wishes VEREGY to correct. VEREGY will use reasonably diligent efforts to correct all such material deficiencies and will give written notice to CUSTOMER when all such items have been corrected. The Parties intend that a final Delivery and Acceptance Certificate will be executed for the Work as soon as all Work is installed and operating. Execution and delivery by CUSTOMER of such final Delivery and Acceptance Certificate with respect to the Work shall constitute "Final Acceptance" of such Work performed by VEREGY pursuant to the Installation Schedule.

ARTICLE 6

PRICE AND PAYMENT

6.1 Price

6.1.1 The price for the Work is Twelve million seven hundred ninety-seven thousand two hundred twenty-five dollars and thirty cents (\$12,797,225.30), subject to the adjustments set forth in Articles 5 and 7.

6.1.2 The price is based upon laws, codes, and regulations in existence as of the date this Agreement is executed. Any changes in or to applicable laws, codes and regulations affecting the cost of the Work shall be the responsibility of CUSTOMER and shall entitle VEREGY to an equitable adjustment in the price and schedule.

6.1.3 The price will be modified for delays caused by CUSTOMER and for Changes in the Work, all pursuant to Article 7.

6.1.4 The license fees for all licensed software are included in the price to be paid by CUSTOMER as identified in this Article 6.

6.1.5 If, at any time, CUSTOMER requests overtime work which requires overtime or premium pay, VEREGY shall be entitled to add such premium or overtime pay to the Contract Price, plus VEREGY's overhead and profit.

6.1.6 The Contract Price does not include the items of work specifically excluded in Attachment A. If CUSTOMER requests VEREGY to perform any of the work expressly excluded in said Attachment, the cost for this additional work, plus VEREGY's overhead and profit, shall be added to the Contract Price.

6.1.7 If, before or during the performance of this Agreement or at any time after the completion of the Project, any tariffs, duties, taxes, levies, fines, or other similar charges (collectively, "Imposed Charges") are enacted, increased, or otherwise assessed due to changes in laws, regulations, or government actions, and such Imposed Charges directly or indirectly increase VEREGY's costs related to the Project, VEREGY reserves the right to recover such additional costs from CUSTOMER. VEREGY shall provide CUSTOMER with written notice of the Imposed Charges. CUSTOMER agrees to reimburse VEREGY for such additional costs within [30] days of receiving notice, which may be invoiced separately or incorporated into the final project reconciliation, if applicable. This Section applies whether the Imposed Charges are incurred directly by VEREGY or through its suppliers, subcontractors, or other third parties and regardless of whether the charges are assessed before, during, or after the completion of the Project.

6.2 Payment

6.2.1 Upon execution of this Agreement, CUSTOMER shall pay or cause to be paid to VEREGY the full price for the Work, in accordance with the Payment Schedule, Attachment C. Payment shall be made net forty-five (45) days of invoice date.

6.2.2 Payments due and unpaid shall bear interest from the date payment is due at the rate of 1 ½% per month, compounded monthly. In the event that CUSTOMER failed to pay VEREGY any sums due, CUSTOMER shall pay VEREGY all attorney's fees incurred by VEREGY in collecting amounts owed to VEREGY under this Agreement. If a progress payment is not paid by the due date, VEREGY reserves the right (without further notice) to immediately stop work until the progress payment then due is made, increased by the amount of VEREGY's costs of shutdown, delay and startup and, in such event, VEREGY will not be liable or responsible for any damages, costs or delays whatsoever due to such work stoppage. VEREGY reserves the right (without further notice) to terminate this Agreement altogether if work is stopped for thirty (30) or more days (whether or not consecutive days) because of a failure to make progress payments, and, in such event, also reserves the right to recover payment for all work executed and losses from stoppage of the work including reasonable overhead and profit.

ARTICLE 7

CHANGES IN THE PROJECT

7.1 A Change Order is a written order signed by CUSTOMER and VEREGY authorizing a change in the Work or adjustment in the price, or a change to the Installation Schedule described in Attachment B. Each Change Order shall describe the change in the work, the amount of adjustment, if any, to the Contract Price, and the extent of any adjustment to the completion date.

7.2 CUSTOMER may request VEREGY to submit proposals for changes in the Work. Unless otherwise specifically agreed to in writing by both Parties, if VEREGY submits a proposal pursuant to such request but CUSTOMER chooses not to proceed, CUSTOMER shall issue a Change Order to reimburse VEREGY for any and all costs incurred in preparing the proposal.

7.3 Claims for Concealed or Unknown Conditions

The Contract Price has been based on normal site conditions, without allowance for any additional work that might be caused by unanticipated site conditions. If conditions are encountered at the site that are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions, and, if appropriate, an equitable adjustment to the Contract Price and Installation Schedule shall be made by a Change Order. Said adjustment in Contract Price shall include VEREGY's overhead and profit. If agreement cannot be reached by the Parties, the party seeking an adjustment in the Price or Installation Schedule may assert a claim in accordance with Paragraph 7.4.

7.4 If VEREGY wishes to make a claim for an increase in the Contract Price or an extension in the Installation Schedule it shall give CUSTOMER written notice thereof within fourteen (14) days after the occurrence of the event giving rise to such claim. This notice shall be given by VEREGY before proceeding to execute the Work, except in an emergency endangering life or property, in which case VEREGY shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss. Claims arising from delay shall be made within a reasonable time after the delay. Increases based upon design and estimating costs with respect to possible changes requested by CUSTOMER shall be made within a reasonable time after the decision is made not to proceed with the change. No such claim shall be valid unless so made. If CUSTOMER and VEREGY cannot agree on the amount of the adjustment in the Price, or the Installation Schedule, it shall be determined pursuant to the provisions of Article 12. Any change in the Price or the Installation Schedule resulting from such claim shall be authorized by Change Order.

7.5 Emergencies

In any emergency affecting the safety of persons or property, VEREGY shall act, at its discretion, to prevent threatened damage, injury, or loss. Any increase in the Price or extension of time claimed by VEREGY on account of emergency work shall be determined as provided in Section 7.4.

7.6 Minor Changes

VEREGY shall, without CUSTOMER's approval, have the authority to make minor changes in the Work so long as they do not result in a material alteration or modification or cause an adjustment to the Contract Price or an extension of the Contract Time. Prior to making any minor changes to the Work, VEREGY shall notify CUSTOMER's representative who shall have the authority to approve or disapprove of the minor change. Should CUSTOMER's representative fail to approve or disapprove of the minor change within five (5) days of said request, then VEREGY may make the minor change.

ARTICLE 8

INSURANCE, INDEMNITY, WAIVER OF SUBROGATION, AND LIMITATION OF LIABILITY

8.1 Indemnity

8.1.1 VEREGY agrees to indemnify and hold CUSTOMER, and CUSTOMER's consultants, agents and employees harmless from all claims for bodily injury and property damages [other than the Work itself and other property insured under Paragraph 8.4] to the extent such claims result from or arise under VEREGY's negligent actions or willful misconduct in its performance of the Work, nothing in this article shall be construed or understood to alter the limitations of liability contained in this article, article 2, or the indemnification contained in section 3.8. Except as otherwise provided herein, VEREGY's obligation, if any, to indemnify the CUSTOMER does not extend to losses sustained in whole or in part as a result of the CUSTOMER's (or its agent's) acts or omissions.

8.1.2 CUSTOMER shall indemnify and hold harmless VEREGY and VEREGY's consultants, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, or resulting from, any act or omission of CUSTOMER or CUSTOMER's contractors, consultants, agents or employees.

8.1.3 CUSTOMER shall require any other contractor who may have a contract on this project with CUSTOMER to perform work in the areas where Work will be performed under this Agreement to agree to indemnify CUSTOMER and VEREGY and hold them harmless from all claims for bodily injury and property damage [other than property insured under Paragraph 8.4] that may arise from that contractor's operations. Such provisions shall be in a form satisfactory to VEREGY.

8.2 Contractor's Liability Insurance

8.2.1 VEREGY shall purchase and maintain such insurance as will protect it from claims that may arise out of or result from VEREGY's operations under this Agreement.

8.2.2 The Commercial General Liability Insurance shall include premises-operations (including explosion, collapse and underground coverage), elevators, independent contractors, completed operations, and blanket contractual liability on all written contracts, all including broad form property damage coverage.

8.2.3 VEREGY's Commercial General and Automobile Liability Insurance, as required by Subparagraphs 8.2.1 and 8.2.2, shall be written for not less than limits of liability as follows:

- (a) **Commercial General Liability**
 - Combined Single Limit
 - \$ 1,000,000 Each Occurrence

 - \$ 2,000,000 Product & Completed Operations
 - Aggregate

\$ 2,000,000 General Aggregate
Other Than Products & Completed Operations

- (b) **Commercial Automobile Liability** Combined Single Limit
\$ 1,000,000 Each Occurrence

8.2.4 VEREGY shall maintain at all times during the performance of the Work and Services hereunder, Workman's Compensation Insurance in accordance with the laws of the State in which the Work is performed.

8.3. CUSTOMER's Liability Insurance

8.3.1 CUSTOMER shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect it against claims that may arise from operations under this Agreement.

8.4 Insurance to Protect Project

8.4.1 CUSTOMER shall purchase and maintain all risk full cost replacement property insurance in a form acceptable to VEREGY for the length of time to complete the Project. This insurance shall include as named additional insureds VEREGY and VEREGY's Subcontractors and Sub-subcontractors and shall include, at a minimum, coverage for fire, windstorm, flood, earthquake, theft, vandalism, malicious mischief, transit, collapse, testing, and damage resulting from defective design, workmanship, or material. CUSTOMER will increase limits of coverage, if necessary, to reflect estimated replacement costs. CUSTOMER will be responsible for any co-insurance penalties or deductibles. If the Work covers an addition to or is adjacent to an existing building, VEREGY and its Subcontractors and Sub-subcontractors shall be named additional insureds under CUSTOMER's Property Insurance covering such building and its contents.

8.4.1.1 If CUSTOMER finds it necessary to occupy or use a portion or portions of the Facilities prior to Substantial Completion thereof, such occupancy shall not commence prior to a time mutually agreed to by CUSTOMER and VEREGY and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy. Consent of VEREGY and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

8.4.2 CUSTOMER shall purchase and maintain such insurance as will protect CUSTOMER and VEREGY against loss of use of CUSTOMER's property due to those perils insured pursuant to Subparagraph 8.4.1.1. Such policy will provide coverage for expenses of expediting materials, continuing overhead of CUSTOMER and VEREGY, necessary labor expense including overtime, loss of income by CUSTOMER and other determined exposures. Exposures of CUSTOMER and VEREGY shall be determined by mutual agreement and separate limits of coverage fixed for each item.

8.4.3 CUSTOMER shall provide Certificate(s) of Insurance to VEREGY. All insurance coverage(s) must be with a carrier rated A or better by one of the National Insurance Rating Agencies such as A.M. Best. VEREGY will be given sixty (60) days' notice of cancellation, non-renewal, or any endorsements restricting or reducing coverage.

8.5 Property Insurance Loss Adjustment

8.5.1 Any insured loss shall be adjusted with CUSTOMER and VEREGY and made payable to CUSTOMER and VEREGY as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause.

8.5.2 Upon the occurrence of an insured loss, monies received will be deposited in a separate account and the trustees shall make distribution in accordance with the agreement of the Parties in interest, or in the absence of such agreement, in accordance with an arbitration award pursuant to Article 12. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted to arbitration pursuant to Article 12.

8.6 Waiver of Subrogation

8.6.1 CUSTOMER and VEREGY waive all rights against each other, Architects and Engineers, Subcontractors and Sub-subcontractors for damages caused by perils covered by insurance provided under Paragraph 8.4, except such rights as they may have to the proceeds of such insurance held by CUSTOMER and VEREGY as trustees. VEREGY may require similar waivers from all Subcontractors and Sub-subcontractors.

8.6.2 CUSTOMER and VEREGY waive all rights against each other, Architects and Engineers, Subcontractor and Sub-subcontractors for loss or damage to any equipment used in connection with the Project, which loss is covered by any property insurance. VEREGY may require similar waivers from all Subcontractors and Sub-subcontractors.

8.6.3 CUSTOMER waives subrogation against VEREGY, Subcontractors and Sub-subcontractors on all property and consequential loss policies carried by CUSTOMER on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

8.6.4 If the policies of insurance referred to in this Paragraph 8.6 require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

8.7 Limitation of Liability

8.7.1 In no event shall VEREGY be liable for any special, incidental, indirect, speculative, remote, or consequential damages arising from, relating to, or connected with the work, equipment, materials, or any goods or services provided hereunder. The CUSTOMER waives claims against VEREGY for consequential damages arising out of or relating to this Agreement. This waiver includes damages incurred by CUSTOMER for rental expenses, for losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons.

ARTICLE 9

TERMINATION OF THE AGREEMENT

9.1 If VEREGY defaults in or fails or neglects to carry forward the Work in accordance with this Agreement, CUSTOMER may provide notice in writing of its intention to terminate this Agreement to VEREGY. If VEREGY, following receipt of such written notice, neglects to cure or correct the identified deficiencies within thirty (30) business days, CUSTOMER may provide a second written notice. If VEREGY has not, within thirty (30) business days after receipt of such notice, acted to remedy and make good such deficiencies, CUSTOMER may terminate this Agreement and take possession of the site together with all materials thereon, and move to complete the Work itself expeditiously. If the unpaid balance of the contract sum exceeds the expense of finishing the Work, the excess shall be paid to VEREGY, but if the expense exceeds the unpaid balance, VEREGY shall pay the difference to CUSTOMER.

9.2 If CUSTOMER fails to make payments as they become due, or otherwise defaults or breaches its obligations under this Agreement, VEREGY may give written notice to CUSTOMER of VEREGY's intention to terminate this Agreement. If, within seven (7) days following receipt of such notice, CUSTOMER fails to make the payments then due, or otherwise fails to cure or perform its obligations, VEREGY may, by written notice to CUSTOMER, terminate this Agreement and recover from CUSTOMER payment for Work executed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

ARTICLE 10

ASSIGNMENT

10.1 Neither party to the Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other party. Such consent shall not be reasonably withheld, except that VEREGY may assign to another party the right to receive payments due under this Agreement. VEREGY may enter into subcontracts for the Work without obtaining CUSTOMER's consent.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1 The Table of Contents and headings in this Agreement are for information and convenience only and do not modify the obligations of this Agreement.

11.2 Confidentiality. As used herein, the term “CONFIDENTIAL INFORMATION” shall mean any information in readable form or in machine readable form, including software supplied to CUSTOMER by VEREGY that has been identified or labeled as “Confidential” and/or “Proprietary” or with words of similar import. CONFIDENTIAL INFORMATION shall also mean any information that is disclosed orally and is designated as “Confidential” and/or “Proprietary” or with words of similar import at the time of disclosure and is reduced to writing, marked as “Confidential” and/or “Proprietary” or with words of similar import, and supplied to the receiving party within ten (10) days of disclosure.

All rights in and to CONFIDENTIAL INFORMATION and to any proprietary and/or novel features contained in CONFIDENTIAL INFORMATION disclosed are reserved by the disclosing party; and the party receiving such disclosure will not use the CONFIDENTIAL INFORMATION for any purpose except in the performance of this Agreement and will not disclose any of the CONFIDENTIAL INFORMATION to benefit itself or to damage the disclosing party. This prohibition includes any business information (strategic plans, etc.) that may become known to either party.

Each party shall, upon request of the other party or upon completion or earlier termination of this Agreement, return the other party’s CONFIDENTIAL INFORMATION and all copies thereof.

Notwithstanding the foregoing provisions, neither party shall be liable for any disclosure or use of information disclosed or communicated by the other party if the information:

- (a) is publicly available at the time of disclosure or later becomes publicly available other than through breach of this Agreement; or
- (b) is known to the receiving party at the time of disclosure; or
- (c) is subsequently rightfully obtained from a third party on an unrestricted basis; or
- (d) is approved for release in writing by an authorized representative of the disclosing party.
- (e) disclosure is required pursuant to a court issued subpoena or an Arizona Public Records request. In such event, CUSTOMER shall promptly notify VEREGY of the subpoena and/or records request so that VEREGY may take legal action to protect its CONFIDENTIAL INFORMATION.

The obligation of this Article shall survive any expiration, cancellation, or termination of this Agreement.

11.3 If any provision is held illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall be construed and interpreted to achieve the purposes of the Parties.

11.4 Risk of loss for all equipment and materials provided by VEREGY hereunder shall transfer to CUSTOMER upon final acceptance by CUSTOMER and title shall pass upon final acceptance or final payment by CUSTOMER to VEREGY, whichever occurs later.

11.5 Final notice or other communications required or permitted hereunder shall be sufficiently given if personally delivered to the person specified below, or if sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To VEREGY:
VEREGY
3312 E Broadway Rd, Phoenix, AZ 85040
Attention: Mr. Clayton Boop, Vice President, Operations

To CITY:
City of Eloy
595 N C Street, Suite 104, Eloy, AZ 85131
Attention: Mr. David Malewitz, City Manager

11.6 Waiver. VEREGY’s failure to insist upon the performance or fulfillment of any of CUSTOMER’s obligations under this Agreement shall not be deemed or construed as a waiver or relinquishment of the future performance of any such right or obligation hereunder.

11.7 If any provision of this Agreement or the application thereof to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement or the application thereof to other circumstances shall not be affected hereby and shall be valid and enforceable to the fullest extent permitted by law.

11.8 Performance/Payment Bond. VEREGY shall furnish a performance bond and payment bond covering the construction of the work in an amount equal to the contract price prior to commencement of work in a form acceptable to CUSTOMER.

11.9 This bond covers only the performance and payment exposure associated with the performance of the construction portion of the work. The energy savings, additional savings, guaranteed savings, savings shortfalls are not under any circumstances covered under this bond or an obligation that the surety is responsible for.

11.10 Ambiguities. The Parties have each had the opportunity to review and negotiate the terms of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

11.11 Headings. The section headings contained herein are intended for convenience and reference only and are not a part of this Agreement.

11.12 Authority to Enter into this Contract. The persons signing the Agreement on behalf of the Parties are authorized to execute and accept contracts of this nature.

11.13 CUSTOMER Representations. To the extent applicable, the CUSTOMER warrants that it has the necessary power and authority to enter into this Agreement and this Agreement has been duly authorized by its duly elected representatives. This Agreement is a legal, valid, and binding obligation of the CUSTOMER.

ARTICLE 12 **ARBITRATION**

12.1 The Parties agree that any controversy or claim between VEREGY and CUSTOMER arising out of or relating to this Agreement, or the breach thereof, shall be settled by first mediation by the selection of a mediator agreed to by the parties; secondly, if no mediated agreement can be reached by arbitration, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association at a location specified by VEREGY in the State of Arizona.

Any award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 13 **LIMIT OF LIABILITY – FIRE AND/OR SECURITY SYSTEMS**

13.1 The Parties agree that VEREGY is not an insurer; that the fire and/or security system and/or Service purchased herein is designed only to reduce the risk of loss; that CUSTOMER chose such system and/or Service from several levels of protection offered by VEREGY; that VEREGY will not be held liable for any loss, whether in tort or contract, which may arise from the failure of the system and/or Service; and that customer will indemnify, defend and save VEREGY harmless from any and all loss, claims, actions, causes of actions or expense, including attorneys' fees, arising from the actual or alleged malfunction or nonfunction of the system and/or service. The Parties further agree that this Agreement shall not confer any rights on the part of any person or entity not a party hereto, whether as a third-party beneficiary or otherwise.

Because it is extremely difficult to assess actual damages arising from the failure of a system and/or service, the Parties agree that if any liability is imposed on VEREGY for damages or personal injury to either customer or any third party, such liability shall be limited to an aggregate amount not to exceed the value of the system installed. This sum shall be paid either as (i) liquidated damages and not as a penalty, or (ii) a limitation of liability agreed upon by the Parties. No suit or action shall be brought against VEREGY more than two (2) years after the accrual of the cause of action thereof.

ARTICLE 14 **ALLOCATION OF SECTION 179D DEDUCTION**

TO DESIGNER

14.1 CUSTOMER acknowledges and represents that the project site where VEREGY's Work is to be performed and all building and improvements located on the same are "government-owned buildings" as CUSTOMER is a political subdivision and CUSTOMER owns said property, building and other improvements where the Work is to be performed. CUSTOMER hereby allocates to VEREGY any and all Section 179D deductions for the Work. CUSTOMER further acknowledges that VEREGY is the entity that has created and is primarily responsible for the technical specifications for installation of energy efficient work at CUSTOMER's commercial building property, as described herein. CUSTOMER agrees to complete and execute the "Form for Allocation of Section 179D Deduction", which is attached hereto as Schedule G and incorporated herein by reference. CUSTOMER also agrees to participate in any analysis, inspection and/or certification required by statute or otherwise deemed necessary by VEREGY to ensure that VEREGY receives the Section 179D deduction. CUSTOMER makes no representation or warranty to VEREGY that the Internal Revenue Service will approve VEREGY'S Section 179D Deduction for the work.

ARTICLE 15 **SUBSEQUENT PHASES OF WORK**

15.1 Additions and modifications to this Agreement may be made upon the mutual agreement of both Parties in writing. The Parties contemplate that such modifications may include but are not limited to the installation of additional improvement measures, energy conservation measures, facility improvement measures and operational efficiency improvements or furnishing of additional services within the identified facilities, as well as other facilities owned and operated by the Customer.

If the Work is divided into phases or individual projects for which individual prices have been negotiated, then separate Commencement Dates shall apply to each phase or individual project. These projects, modifications, and modifications to the original scope of Work or Services and may be included as addendums to the Master Agreement.

APPROVALS:

The Parties hereby execute this Agreement as of the date first set forth herein by the signatures of their duly authorized representatives:

VEREGY

By  _____

Name Mr. Clayton Boop _____

Title Vice President, Regional Operations _____

Date 5/30/2025 _____

City of Eloy _____

By _____

Name Mr. David Malewitz _____

Title City Manager _____

Date _____

ATTACHMENT A

SCOPE OF WORK

ECM No. 1 – Replace Screening Machine at the WWTP

Remove and replace a failed screening machine with a new screening machine at the WWTP. This measure also includes replacing the failing 24” ductile iron pipe at the discharge of the screen machine structure.

Mechanical scope of work:

- 1) Receive screening machine, with delivery expected in early-June 2025.
- 2) Remove the existing, failed screening machine and screenings washer.
- 3) Cut anchor bolts flush with concrete and abandon.
- 4) Install new chemical anchor bolts for new equipment.
- 5) Install new screening machine and screenings washer / compactor with mechanical accessories and mechanical connections. New installation may re-use stainless and galv steel supports, PVC coated rigid conduit, copper wire, and schedule 80 PVC water piping.
- 6) Install dual air compressor system for control panel HVAC.
- 7) Remove large, fixed bar screen from second channel, install 3/8” aluminum rods between bars to have 7 mm to 9 mm spacing, then reinstall fixed screen.
- 8) Remove small, fixed bar screen from middle (overflow) channel, install 3/8” aluminum rods between bars to have 7 mm to 9 mm spacing, then reinstall fixed screen.
- 9) Provide Start-up, O&M manuals and 4 hours of training.

Electrical scope of work:

- 1) Disconnect electric and controls cables from existing screening machine.
- 2) Remove two existing control cabinets and two ultrasonic sensors near the existing screening machine. Remove existing control panel about 50 yards NE of existing screening machine structure..
- 3) Install new control panel and controls and connect power wiring to motors as shown in Headworks Screening Machine submittals package.
- 4) Connect controls wiring to new instruments shown in Headworks Screening Machine submittals package.
- 5) Mechanical Subcontractor will install a air compressors to cool the electrical control cabinet.

Above Grade (AG) Piping scope of work:

- 1) Field measure pipe and provide shop drawings for review and approval.
- 2) Attend a planning meeting about three weeks before the proposed installation date.
- 3) City of Eloy (COE) will shut down the headworks for about three hours from 1 am to 4 pm. Eloy operators will pump down a splitter box to lower water level in the 24” DIP by about two feet. Cut the existing pipe, remove existing pipe at flange near concrete, and install the new pipe as shown on approved shop drawings.
- 4) Paint new pipe.

ECM No. 2 – Install New Belt Filter Press at the WWTP

Install, Owner-supplied, belt filter press (BFP) machine at the WWTP. BFP measure is shown in design drawings and specifications.

UG utilities scope of work:

- 1) Provide a submittals package for review and approval as required in the Specifications.
- 2) Surveyor shall provide the following survey points -
 - a. Elevation benchmark on concrete of existing drying beds.
 - b. Four corners for the BFP Building.
 - c. Four corners for the Blower Building.
 - d. Center of Sludge Holding Tank.
- 3) Coordinate tie-ins for existing utilities with COE WWTP operators.
- 4) Install UG utilities as shown in the P Sheets of the plans and specs and described as:
 - a. Install approximately 75 feet of 4" sludge piping from existing UG WAS sludge piping to Sludge Holding Tank.
 - b. Install approximately 440 feet of 8" sanitary sewer piping from the sludge holding tank to lift station.
 - i. Include manhole MH-1 as shown on Sheet P16.
 - ii. Include clean outs and two-way cleanouts frame, lid, and concrete as shown in Detail B, Sheet D2.
 - iii. Include 6" wet well drain line (under slab) serving BFP sump
 - iv. Include 4" floor drain piping near vortex polymer mixer (under slab) on Sheet P5.
 - c. Install approximately 105 feet of 6" feed sludge piping from the Sludge Holding Tanks to the BFP Building.
 - d. Install approximately 445 feet of 4" water pipe from existing water pipe south of screening machine to BFP Building.
- 5) Flush and pressure test piping per specs
- 6) Provide start-up and training.

Concrete scope of work:

- 1) Provide a submittals package for review and approval as required in the Specifications.
- 2) Site Grading and Pad Prep - Grade site and install base for foundations and concrete pads as shown on Plans and Specs. Coordinate with UG piping contractor installing sewer pipe under slab at BFP building.
- 3) Belt Filter Press (BFP) Building –
 - a. Supply and install all concrete work for new BFP building per Sheet ST4.
 - b. Supply and install miscellaneous metal embeds (roll-off dumpster wheel tracks) per shown in P5 and A-P9.
 - c. Supply and install housekeeping pads and pedestals for equipment as shown on Sheet P5.
 - d. Supply and install four (4) bollard protection posts as shown in P4 and D-D1.
 - e. Supply and install anchor bolts for engineered metal buildings, as shown on drawings but that may be modified on metal buildings shop drawings that will be prepared after Contract award.
- 4) Blower Building –
 - a. Supply and install all concrete work for new blower building per Sheet ST3.
 - b. Supply and install housekeeping pads for two smaller blowers as shown on Sheet P12.
 - c. Supply and install anchor bolts for engineered metal buildings, as shown on drawings but that may be modified on metal buildings shop drawings that will be prepared after Contract award.
- 5) Sludge Holding Tank –
 - a. Supply and install all concrete work for new sludge holding tank per Sheet ST7.
 - b. Install first row of bolted steel tank (supplied by others) in concrete floor as shown in Sheet ST8.
- 6) Clean-up and demobilize

Metal buildings scope of work:

- 1) Install new 44' x 34' metal building for the Belt Filter Press as shown on the structural and mechanical drawings.
- 2) Install new 30' x 15' metal building for Blowers as shown on the structural and mechanical drawings.

Mechanical scope of work:

- 1) Provide a submittals package for review and approval as required in the Specifications.
- 2) Install the following large equipment:
 - a. Belt Filter Press (BFP)
 - b. BFP Auger
 - c. Polymer Mixing Equipment and Injection Fitting
 - d. Sludge Pump in BFP Building
 - e. Blowers
 - f. Sludge Holding Tank
 - g. Sludge Holding Tank Coarse Bubble Diffusers
 - h. Sludge Holding Tank Decanting Equipment
- 3) Install all Mechanical equipment and systems in the BFP Building, blower building, and sludge holding tank.
- 4) Mechanical scope of work in buildings:
 - a. Supply and install two floor drains in BFP building
 - b. Supply and install louvers and exhaust fans
 - c. Grating around belt filter press
 - d. Pipe supports near Sludge Holding Tank
 - e. Supply and install escutcheons at pipe penetrations
 - f. Pipe painting and markings per Specifications
 - g. All other mechanical equipment not supplied by others
- 5) Provide equipment start-up, testing, and commissioning.

Veregy will warranty the installation work related to the Belt Filter Press machine for a period of one year in accordance to manufacturer specifications and sound wastewater engineering practices after acceptance of project installation by the City. Since the Belt Filter Press was not purchased by Veregy and has sat dormant for 2 years any warranty on the machine itself will fall under the manufacturer or equipment provider that the City purchased the machine from. If there are any parts of the Belt Filter Press that are malfunctioned or inoperative, those parts would be billed as an extra.

Electrical scope of work:

- 1) Provide a submittals package for review and approval as required in the Specifications.
- 2) New buildings will have a new electric service. Supply and install new electric service, power distribution system, and UG conduits and wiring to buildings.
- 3) 'Supply power to the following large equipment –
 - a. Belt Filter Press (BFP) control panel
 - b. Polymer Mixing Equipment control panel
 - c. Sludge Pump control panel (in BFP Building)

- d. Blowers starters and control panel
- 4) Install all electrical equipment and systems in the BFP Building and blower building.
- 5) Electrical work scope of work includes –
 - a. All process equipment controls from control panel to equipment
 - b. Supply and install light fixtures in buildings
 - c. Supply and install electrical receptacles in buildings
- 6) Provide equipment start-up, testing, and commissioning.
- 7) Clean-up and demobilize

ECM No. 3 – Install new Sewer Piping from 11 Mile Corner Road to the WWTP

This measure will install a 24 inch and 36 in sewer pipeline north along 11 Mile Corner Road, then west across an open field, and then south to the Eloy WWTP Headworks,

The sewer pipeline scope of work includes:

- 1) Install sixteen (16) precast polymer sewer manholes and junction structures
- 2) Install 1,810 linear feet (LF) of 24” fiberglass reinforced polymer (RFP) sewer pipes
- 3) Install 2,870 liner feet of 36” RFP sewer pipes
- 4) Install CLSM backfill in the pipe zone
- 5) Install aggregate base (AB) backfill under existing paved roads
- 6) Install screened, native soil backfill under non-paved areas
- 7) Install 10”, 12”, and 16” piping per drawings C-13
- 8) Test and commission sewer pipe and accessories
- 9) Clean -up and demobilize from the site

ECM No. 4 – Rehabilitation of the Blue Tank

Rehabilitate the Water Storage Tank at 3010 W Houser Road. The rehabilitation measure includes removing the sediment that has accumulated inside the tank, painting the interior and exterior of the tank, and installing new cathodic protection system as shown on design drawings and specifications.

Mechanical scope of work:

- 1) Install about 70 square feet of grating over open concrete boxes near water tank, as shown on drawing
- 2) Remove the tank ring and place in SW corner of site, for Painting Subcontractor to prep and paint tank ring.
- 3) Painting Subcontractor will cut out 8’ x 8’ section of tank near existing manhole.
- 4) Remove sediment from tank, estimated to be 10 feet deep (about 800 cubic yards.) Transport sediment from Blue Tank to WWTP, about 1.8 miles to the Southeast.
- 5) Remove Mercoid switch enclosure for painting. Install new stainless-steel enclosure at Mercoid switch location after painting is complete.
- 6) Replace tank ring and install pea gravel between ring and tank (to match existing conditions.)
- 7) After painting is complete, disinfect tank

Tank Painting scope of work:

- 1) Remove an 8' x 8' door sheet for sediment removal and painting access. Install supports to protect metal from skid steer and scissors lift travel.
- 2) Remove anodes and anode wires from inside of tank
- 3) Remove tank level indicator at outside of tanks and float system with wires from inside of tank
- 4) Paint inside and outside of tank per plans and specs, including exterior piping connected to tank. Coordinate with painting inspector.
- 5) Remove existing tank vent, supply and install new tank vent
- 6) Replace manhole and man hatch gaskets
- 7) Re-install door sheet and paint door sheet. Coordinate with welding and painting inspectors.
- 8) Coordinate with COE operators for tank filling and disinfection

Cathodic protection (CP) system scope of work:

- 1) Design and provide shop drawings for the CP system
- 1) Procure and install materials as shown on the shop drawings
- 2) Remove the existing CP system panel and anodes
- 3) Install the new CP system panel, anodes, and wiring
- 4) After tank is filled and disinfected, start-up the CP system
- 5) Provide electronic O&M manuals and one hour of operator training

ECM No. 5 – Installation of Solar PV Shade Structure

Install a new shade structure PV system at 3010 W Houser Road as shown in layout drawings.

The Solar PV scope of work includes:

- 1) Coordinate with utility for interconnection application and requirements
- 2) Install solar PV shade canopy with a generating capacity of 70.8 kW-dc
- 3) Install bird netting under shade canopy
- 4) Install 120 monocrystalline PV panels (Jinko 590W or equivalent) to meet rated capacity
- 5) Install 60 kW-ac inverter
- 6) Install electrical panel, disconnect, conduits, conductors connecting the PV array to the main switchgear
- 7) Install data acquisition system (DAS) production monitoring
- 8) Provide commissioning and training

ATTACHMENT C

PAYMENT SCHEDULE

1. The following is the payment schedule for the project.

Construction of the Project

The project shall be invoiced on a monthly basis for the work completed and equipment ordered for the project. These progress invoices shall be submitted on the last day of each month. All invoices shall be billed as net thirty (30) days.

A mobilization fee will be due upon contract execution for 10% of the contract price.

Measurement & Verification Fees:

VEREGY will provide monthly energy usage monitoring and annual reporting for the term of this contract. Reporting will begin a year after the completion of construction. Customer agrees to pay the annual Measurement & Verification fee as provided for below with respect to such agreed upon services.

The CUSTOMER may cancel the Measurement and Verification services described herein in any given year prior to the end of term. In the event that CUSTOMER cancels the Measurement and Verification services, then the guarantee, as described in Attachments D & E, shall be agreed to have been achieved for the entire term of the project. CUSTOMER may cancel said services by notifying VEREGY in writing of the same.

YEAR	Annual M&V Fee (\$)
1	\$2,093
2	\$2,176
3	\$2,263
4	\$2,354
5	\$2,448
6	\$2,546
7	\$2,648
8	\$2,754
9	\$2,864
10	\$2,978
11	\$3,097
12	\$3,221
13	\$3,350
14	\$3,484
15	\$3,624
16	\$3,768
17	\$3,919
18	\$4,076
19	\$4,239
20	\$4,409
21	\$4,585

EXHIBIT C1
STATE TAX

The City of Eloy energy and operational savings project complies with the State of Arizona tax rules for water and wastewater facilities along with retail sale for solar devices. The projects listed below are taxable in accordance to Arizona Statute:

New Belt Filter Press Building Cost \$ 349,825

Solar PV Steel and Labor Cost \$ \$203,285

ATTACHMENT D

ENERGY GUARANTEE

1. DEFINITIONS

When used in this Agreement, the following capitalized words shall have the meanings ascribed to them below:

"Avoided Energy Costs" are the avoided costs calculated by multiplying the Energy Savings by the Energy Rates as established in Attachment B. These rates are established based on current billing and/or rate schedules as applicable. Future rates may vary from the rates identified in Attachment B. Avoided Energy Cost may also include, but are not limited to, Savings from power factor correction, taxes, ratchet charges, rate changes and other utility tariff charges that are reduced as a result of the VEREGY involvement.

"Avoided Operational Costs" is defined as the reduction in Operational Costs achieved as a result of the implementation of the Retrofit. These savings are as agreed to between VEREGY and CUSTOMER, and as such are not verified. Avoided Operational Costs, if any, are shown in Attachment B.

"Avoided Related Capital Expenditure Costs" is defined as planned or budgeted expenses for the replacement of systems or equipment that would have occurred had the Work not been performed and are agreed to between VEREGY and CUSTOMER. These savings are as agreed to between VEREGY and CUSTOMER, and as such are not verified. Avoided Related Capital Expenditure Costs, if any, are shown in Attachment B.

"Baseline Period" is the period of time chosen to represent the Facilities' operations and energy use prior to the implementation of the Energy Conservation Measures.

"Baseline Period Energy Use or Demand" is the energy consumption or demand by a piece of equipment or a site occurring during the Baseline Period without adjustments. Baseline physical conditions, such as equipment counts, nameplate date, and control strategies, will typically be determined through surveys, inspections, and/or metering at the site.

"Energy Use and Operational Cost Avoidance Guarantee Practices" are those practices identified in Attachment B, intended to achieve Energy Savings, resulting Avoided Energy Costs, and/or Avoided Operational Costs.

"Energy Costs" may include the cost of electricity and fuels to operate HVAC equipment, Facility mechanical and lighting systems, and energy management systems, and the cost of water and sewer usage, as applicable.

"Energy Conservation Measure (ECM)" is the installation of equipment or systems, or modification of equipment or systems as described in Attachment A.

"Energy Rates" are Energy Costs per unit of energy.

"Energy Savings" is the reduction in energy use or demand as relative to the energy use or demand identified during the Baseline Period. This equates to (Baseline Period Energy) – (Reporting Period Energy) ± Adjustments. This also includes energy production from systems such as photovoltaic systems, wind turbines, etc.

"Facilities" shall mean those buildings where the energy and operational cost savings will be realized.

"F.E.M.P." shall mean the Federal Energy Management Program of the U.S. Department of Energy and its Measurement and Verification Guidelines for Federal Energy Projects (November 2015, or later versions). The F.E.M.P. guidelines classify measurement and verification approaches as Option A, Option B, Option C, and Option D. The F.E.M.P. guidelines are based on the International Performance Measurement and Verification Protocol (I.P.M.V.P.) and were written to be fully consistent with it. It is intended to be used by Federal procurement teams consisting of contracting and technical specialists. The focus of F.E.M.P. guidelines is on choosing the M&V option and method most appropriate for specific projects.

"Financing Document" refers to that document executed between CUSTOMER and a third-party financing entity providing for payments from CUSTOMER third-party financing entity.

"Final Project Acceptance" refers to CUSTOMER acceptance of the installation of the ECMs as described in Attachment A.

"First Guarantee Year" is defined as the period beginning on the first (1st) day of the month following the date of Final Acceptance of the Work installed and ending on the day prior to the first (1st) anniversary thereof.

"Guarantee Period" is defined as the period beginning on the first (1st) day of the First Guarantee Year and ending on the last day of the final Guarantee Year.

"Guarantee Year" is defined as the First Guarantee Year and each of the successive twelve (12) month periods commencing on the anniversary of the commencement of the First Guarantee Year throughout the Term of this Agreement.

"Guaranteed Savings" is defined as the amount of Energy Savings, resulting Avoided Energy Costs as determined using the rates as identified in Attachment B, Avoided Operational Costs, and Avoided Future Costs necessary to pay for the cost of the Work incurred by CUSTOMER in each Guarantee Year (as identified in Section 3.1 hereof).

"I.P.M.V.P." International Performance Measurement and Verification Protocol (2022 or later version) provides an overview of current best practice techniques available for measurement and verification of performance Agreements. This document is the basis for the F.E.M.P. protocol and is fully consistent with it. The techniques are classified as Option A, Option B, Option C, and Option D.

"Measurement and Verification Plan" (M&V Plan) is defined as the plan providing details on how the Guaranteed Energy Savings will be verified.

"Operational Costs" shall include the cost of operating and maintaining the Facilities, such as, but not limited to, the cost of inside and outside labor to repair and maintain the ECMs, the cost of custodial supplies, the cost of replacement parts, the cost of deferred maintenance, the cost of lamp and ballast disposal, and the cost of new capital equipment.

"Option A" Retrofit Isolation with Key Parameter(s) Measurement is a verification approach used for ECMs in which energy use or demand of the equipment can be isolated from that of the remainder of the Facility. Key parameters impacting the Energy Savings are measured pre- and post-installation, while some parameters may be estimated. This is the most cost-effective method for verification of savings. Option A involves:

- Identifying key parameters to be measured; and
- Parameters that are not impacted by the ECM have been determined and;
- Operational Verification, which includes confirming:
 - The equipment and/or systems that were to be installed under this Agreement have been installed; and
 - The installed equipment is operating and functioning in accordance with the specifications in the Agreement
 - The installed equipment components or systems *continue, during the term of the Agreement*, to meet the specifications of the Agreement and are maintained by CUSTOMER or VEREGY as required per the Agreement.

"Option B" Retrofit Isolation with All Parameter Measurement is a verification approach used for ECMs in which energy use or demand of the equipment can be isolated from that of the remainder of the Facility, and the ECM has variable loads and operating hours. All parameters impacting the Energy Savings are measured pre- and post-installation. Option B involves:

- Identifying all parameters associated with the Energy Savings; and
- Operational Verification, as outlined under Option A.

"Option C" Whole Facility is a verification approach where Energy Savings are determined by measuring post-retrofit energy use at the whole Facility or sub-Facility level and comparing it to the measured baseline energy use. This is typically done through utility billing data. This verification approach is more often used when the ECM affects many systems within a Facility. Adjustments are made to the Baseline Energy Use to reflect operational or external changes from the Baseline Period to the Guarantee Year. Operational Verification is performed as identified under Option A.

"Option D" Calibrated Simulation is a verification approach where baseline energy use is determined using a calibrated simulation and is compared to a simulation of Guarantee Year energy use. Option D can involve measurements of energy use both before and after the Retrofit for specific equipment or energy end use as needed to calibrate the simulation program. Periodic inspections of the equipment may also be warranted. Energy consumption is calculated by developing calibrated hourly simulation models of whole-building energy use, or equipment sub-systems in the baseline mode and in the post-installation mode and comparing the simulated annual differences for either an average year or for conditions that correspond to the specific year during either the baseline or post-installation period. Operational Verification is performed as identified under Option A.

"Retrofit" is the work provided by VEREGY as defined by the "ECMs".

"Savings" is defined as avoided, defrayed, or reallocated costs.

"Stipulated Savings" is defined as Energy Savings that have calculated and documented using industry engineering standards.

"Term" shall have the meaning as defined in Section 2 hereof.

"Total Guarantee Year Savings" is defined as the summation of Avoided Energy, Operational and Future Costs realized by Facilities in each Guarantee Year as a result of the Retrofit provided by VEREGY as well as Excess Savings, if any, carried forward from previous years.

2. TERM AND TERMINATION

2.1 Guarantee Term. The Term of this Guarantee Period shall commence on the first (1st) day of the month following the date of Final Project Acceptance of the Work installed pursuant to this Agreement and shall terminate at the end of the Guarantee Period unless terminated earlier as provided for herein. The Term of this Guarantee Period is defined in Section 1 of Attachment B.

2.2 Guarantee Termination. Should this Agreement be terminated in whole or in part for any reason prior to the end of the Term, the Guaranteed Savings for the Guarantee Year in which such termination becomes effective shall be prorated as of the effective date of such termination, with a reasonable adjustment for seasonal fluctuations in Energy and Operational Costs, and the Guaranteed Savings for all subsequent Guarantee Years shall be null and void.

3. SAVINGS GUARANTEE

3.1 Guaranteed Savings. VEREGY guarantees to CUSTOMER that the identified Facilities will realize the total Avoided Energy, Operational, and Future Costs through the combined value of all ECMs over the Term of the Agreement as defined in Section 1 of Attachment B. In no event shall the Savings Guarantee provided herein exceed the total installation, maintenance, and financing costs for the Work under this Agreement. The total Avoided Energy, Operational, and Future Cost and increase in billable revenues due to the ECMs are guaranteed to cover the costs of the payments for the measures; and VEREGY will reimburse CUSTOMER for the difference between the Guaranteed Savings and the actual Savings.

3.1.1 Additional Savings. Additional energy and/or operational cost avoidance that can be demonstrated as a result of VEREGY's efforts that result in no additional costs to CUSTOMER beyond the costs identified in this Agreement will be included in the guaranteed savings reconciliation report for the applicable Guarantee Year(s).

3.1.2 Savings Prior to Final Retrofit Acceptance. All Avoided Energy and Operational Costs realized by CUSTOMER that result from activities undertaken by VEREGY prior to Final Project Acceptance, including any utility rebates or other incentives earned as a direct result of the installed ECMs provided by VEREGY, will be applied toward the Guaranteed Savings for the First or Current Guarantee Year.

3.1.3 Cumulation of Savings. The Guaranteed Savings in each Guarantee Year are considered satisfied if the Total Guarantee Year Savings for such Guarantee Year equals or exceeds the Retrofit and Support Costs for such Guarantee Year or the amount identified in Section 1 of Attachment B hereto.

3.1.4 Excess Savings. In the event that the Total Guarantee Year Savings in any Guarantee Year exceed the Guaranteed Savings required for that Guarantee Year, such Excess Savings shall be a credit to VEREGY and any remaining Excess Savings shall be carried forward and applied against Guaranteed Savings shortfalls in any future Guarantee Year.

3.1.5 Savings Shortfalls. In the event that the Total Guarantee Year Savings in any Guarantee Year is less than the Guaranteed Savings required for that Guarantee Year, after giving credit for any Excess Savings carried forward from previous Guarantee Years pursuant to Section 3.1.4. VEREGY shall, upon receipt of written demand from CUSTOMER, compensate CUSTOMER the amount of any such shortfall, limited by the value of the guarantee, within thirty (30) days. Resulting compensation shall be VEREGY's sole liability for any short fall in the Guaranteed Savings. VEREGY shall, at no cost to CUSTOMER, have the option to make additional improvements or changes to the work to avoid future shortfalls.

3.2 Savings Reconciliation Documentation. VEREGY will provide CUSTOMER with a Guaranteed Savings Reconciliation Report after the first Guarantee Year and beyond as determined in this Agreement, if applicable. CUSTOMER will assist VEREGY in generating the Guaranteed Savings Reconciliation Report by providing VEREGY with copies of all bills pertaining to Energy Costs within two (2) weeks following CUSTOMER's receipt thereof, together with access to relevant records relating to such Energy Costs. CUSTOMER will also assist VEREGY by permitting access to any maintenance records, drawings, or other data deemed necessary by VEREGY to generate the said report. Data and calculations utilized by VEREGY in the preparation of its Guaranteed Savings Reconciliation Report will be made available to CUSTOMER along with such explanations and clarifications as CUSTOMER may reasonably request.

3.2.1 Acceptance of Guarantee Reconciliation. At the end of each Guarantee Year CUSTOMER will have forty-five (45) days to review the Guaranteed Savings Reconciliation Report and provide written notice to VEREGY of non-acceptance of the Guarantee Savings for that Guarantee Year. Failure to provide written notice within forty-five (45) days of the receipt of the Guaranteed Savings Reconciliation Report will deem it accepted by CUSTOMER.

3.2.2 Guarantee Savings Reconciliation. Guaranteed Savings will be determined in accordance with the methodology(s), operating parameters, formulas, and constants as described below and/or defined in Attachment B and/or additional methodologies defined by VEREGY that may be negotiated with CUSTOMER at any time.

For reconciliation of Guaranteed Savings using the method consistent with I.P.M.V.P. and/or F.E.M.P. Options A and/or B:

For each ECM, VEREGY will employ an M&V Plan which may be comprised of any or all of the following elements:

1. Pre-retrofit measurement of energy consumption or demand
2. Post-retrofit measured energy consumption or demand
3. Post-retrofit measured hours of operation
4. Post-retrofit energy and demand charges
5. Sampling plan
6. Stipulated Values

The value of the Energy Savings during each Guarantee Year will be derived from the measured data and engineering formulae included herein, and the applicable energy charges as identified in Attachment B. In some cases, energy usage and/or demand will be calculated from measured variables that directly relate to energy consumption, demand or cost, such as, but not limited to, measured flow, temperature, current, voltage, enthalpy or pressure.

For reconciliation of Guarantee Savings employing the method of utility bill analysis consistent with F.E.M.P. Option C:

Energy usage for the Facilities for such Guarantee Year will be summarized and compared with the adjusted Baseline Period energy usage for the Facilities through the use of energy accounting software. The difference between the adjusted Baseline Period energy usage and the Guarantee Year energy usage will be multiplied by the applicable Energy Rate as defined in Attachment B, to calculate the Avoided Energy Cost. A Baseline Period will be specified in Attachment B for the purpose of utility bill analysis.

For reconciliation of Guarantee Savings verification employing the method consistent with I.P.M.V.P. and/or F.E.M.P. Option D:

For each ECM, VEREGY will employ an M&V Plan which may be comprised of any or all of the following elements:

The value of the Energy Savings will be derived from a calibrated simulation of either the whole building or of sub-systems in the building to determine the difference in the performance of the specific equipment being replaced. This method may entail as needed one-time measurements of the performance of the energy consuming systems in the building in order to calibrate the simulation model. Energy usage for the Facilities for such Guarantee Year will be derived through the use of simulation programs.

3.3 N/A

3.4 Baseline Period Energy Use Adjustments. Baseline Period Energy Use shall be adjusted to reflect: changes in occupied square footage; changes in energy-consuming equipment; changes in the operation of the Facilities; changes in Energy

and Operational Cost Avoidance Guarantee Practices adversely affecting energy consumption and/or demonstrated operational changes; changes in weather between the Baseline Period and the Guarantee Year; and documented or otherwise conclusively established metering errors for the Baseline Period and/or any Guarantee Year adversely affecting energy usage measurement.

3.4.1 Facility Operational Changes. Except in the case of emergencies CUSTOMER agrees it will not, without the consent of an Authorized Representative of VEREGY: make any significant deviations from the applicable Energy and Operational Cost Avoidance Guarantee Practices; put any system or item of equipment in a permanent "on" position, if the same would constitute a deviation from the applicable Energy and Operational Cost Avoidance Guarantee Practices; or assume manual control of any energy management system or item of equipment, if the same would constitute a deviation from the applicable Energy and Operational Cost Avoidance Guarantee Practices.

3.4.2 Hours and Practices. To achieve these energy savings, VEREGY and CUSTOMER agree upon the operating practices listed in Attachment B.

3.4.3 Activities and Events Adversely Impacting Savings. CUSTOMER shall promptly notify VEREGY of any activities known to CUSTOMER which adversely impact VEREGY's ability to realize the Guaranteed Savings, and VEREGY shall be entitled to reduce its Guaranteed Savings by the amount of any such adverse impact to the extent that such adverse impact is beyond VEREGY's reasonable control.

3.4.4 Inclusion of Improvement Not Causally Connected to Conservation Measure. Not applicable.

3.5 Guarantee Adjustment. VEREGY's Guaranteed Savings obligations under this Agreement are contingent upon: (1) CUSTOMER following the Energy and Operational Cost Avoidance Guarantee Practices set forth herein and in Attachment B; (2) no alterations or additions being made by CUSTOMER to any of the Covered systems and Equipment without prior notice to and Agreement by VEREGY; (3) CUSTOMER sending all current utility bills to VEREGY within two (2) weeks after receipt by CUSTOMER, if CUSTOMER fails to provide current utility bills for a period of time in excess of six (6) months VEREGY may, at its sole discretion, deem the Guarantee Savings obligation met during that period and any successive periods, and (4) VEREGY's ability to render services not being impaired by circumstances beyond its control. To the extent CUSTOMER defaults in or fails to perform fully any of its obligations under this Agreement, VEREGY may, in its sole discretion, adjust its Guaranteed Savings obligation; provided, however, that no adjustment hereunder shall be effective unless VEREGY has first provided CUSTOMER with written notice of CUSTOMER's default(s) or failure(s) to perform and CUSTOMER has failed to cure its default(s) to perform within thirty (30) days after the date of such notice.

The bond provided for the construction of the project only covers the performance of materials and workmanship for the completion of said construction work, not the energy guarantee.

3.5.1 Guarantee Weather Adjustment. Where applicable, VEREGY may, in its sole discretion, adjust the Guaranteed Savings obligation to correct for any energy production and/or system performance that has been negatively impacted as a result of weather including, but not limited to, Global Horizontal Irradiance and Insolation (GHI), Direct Normal Irradiance and Insolation (DNI), Diffuse Horizontal Irradiance and Insolation (DHI), Plane of Array (POA) Irradiance, temperature, Cooling Degree Day (CDD), Heating Degree Day (HDD), humidity, wind speed, etc.

ATTACHMENT E

SCHEDULE OF SAVINGS

1. Savings Summary

The total Avoided Energy and Avoided Related Capital Expenditure Costs over the Term of the Agreement are \$12,714,306 as defined by the following:

- Annual Avoided Energy Costs are not less than \$13,263.

YEAR	Energy Savings (\$)
1	\$13,263
2	\$13,725
3	\$14,202
4	\$14,697
5	\$15,208
6	\$15,737
7	\$16,285
8	\$16,852
9	\$17,438
10	\$18,045
11	\$18,673
12	\$19,323
13	\$19,995
14	\$20,691
15	\$21,411
16	\$22,156
17	\$22,927
18	\$23,725
19	\$24,551
20	\$25,405
21	\$26,289
TOTAL SAVINGS	\$400,601

The energy savings in the schedule above are guaranteed by Veregy to provide a cost neutral position to the customer. The Term of this Agreement is for (21) twenty-one years from the first (1st) day of the month following the date of Final Project Acceptance of the Work.

The baseline period is defined as Apr 1, 2024 to Mar 31, 2025.

- Avoided Related Capital Expenditure Costs are not less than \$385,174.

YEAR	CAPITAL COST AVOIDANCE (\$)
1	\$385,174
2	\$400,581
3	\$416,604
4	\$433,268
5	\$450,599
6	\$468,623
7	\$487,368
8	\$506,863
9	\$527,137
10	\$548,223
11	\$570,152
12	\$592,958
13	\$616,676
14	\$641,343
15	\$666,997
16	\$693,677
17	\$721,424
18	\$750,281
19	\$780,292
20	\$811,504
21	\$843,964
TOTAL SAVINGS	\$12,313,705

2. Energy Rates and Costs

2.1 Energy Rates. Energy rates used in the calculation of savings are based on the rates for the baseline period. VEREGY and the customer agree that the energy savings for each year will be based on a 4.0% escalation factor for the costs of utilities. The utility rates for the audit reports will be based on an annual escalation of 4.0%.

Energy Rates

Property Name	Blended Energy Rate (\$/kWh)
Well Site - 3010 Houser Rd	\$ 0.117

2.2 Baseline Period Energy Use and Costs. The Baseline Period is defined as May 2022 to Apr 2024. The Baseline Period Energy Use and Costs for the Facilities are:

Property Name	Total Energy (kWh)	Total Cost (\$/Year)
Well Site - 3010 Houser Rd	132,539	\$ 18,795

3. Guaranteed Savings

VEREGY guarantees to CUSTOMER that the identified Facilities will realize the total Guaranteed Savings through the combined value of all ECMs over the Term of the Agreement. The total Guaranteed Savings in each Guarantee Year is verified as specified in this Agreement, and this verification method is agreed to by VEREGY and CUSTOMER. Avoided Operational and Future Costs as given below are calculated values based on industry standard information and information provided by CUSTOMER and are agreed to values. No verification of Operational and Future Cost Savings is performed.

Energy Conservation Measures Savings Guarantee Table

Energy Conservation Measure (ECM)	Energy Savings (kWh)	Demand Savings (kW)	Actual Energy Savings (\$)
PV Solar	113,760	-	\$13,263

VEREGY and CUSTOMER agree that the total Avoided Energy Costs for each ECM over the term of the Agreement will be based on an escalation factor for the costs of utilities of 4.0%.

Actual Energy Savings given above reflect 90% of the calculated savings.

Avoided Related Capital Expenditure Costs. Avoid Related Capital Expenditure Costs Savings or Capital Cost Avoidance (CCA) are based on the concepts given in the table below. The CCA identified below are deemed satisfied upon Agreement execution. Avoided future cost savings are determined by the cost to implement this project over the term of the project.

Capital Cost Avoidance Methodology Table

Energy Conservation Measure (ECM)	Avoided Capital Cost Concept	Actual Energy Savings (\$)
Water / Wastewater	The City of Eloy needs improvements to their water and wastewater infrastructure to keep the City running. The City has set aside capital for four facility improvement measures included in this project, originally budgeted at \$11.56 million. This amount was divided by the minimum expected life of the measures, estimated at 30 years.	\$385,175

VEREGY and CUSTOMER agree that the total Avoided Capital Cost for each ECM over the term of the Agreement will be based on an escalation factor of 4.0%.

4. **Reporting.** VEREGY will provide CUSTOMER with a Guaranteed Savings Reconciliation Report(s) according to the schedule below. CUSTOMER will assist VEREGY in generating the savings reconciliation report by providing VEREGY with all information requested as identified in Section 3.2 of Attachment D. Data and calculations utilized by VEREGY in the preparation of its Guaranteed Savings Reconciliation Report will be made available to CUSTOMER along with such explanations and clarifications as CUSTOMER may reasonably request.

Guaranteed Savings Reconciliation Report Schedule

	Report Delivered	Savings Represented
Report 1	120 days following end of Guarantee Year	Year 1 Savings
Subsequent Reporting Years	120 days following end of Guarantee Year	Subsequent Year Savings

The fees associated with the Guaranteed Savings Reconciliation Report are given in Attachment C.

5. Savings Measurement & Verification Plan

VEREGY will verify the savings using the methodologies given in the table below. “Stipulated” means the savings have been calculated and agreed to by CUSTOMER and VEREGY. “Measurement” requires measurements to determine the actual retrofit performance. In the “Measurement” cases, the measured parameters, time of measurement and quantity of equipment to be measured are identified. The actual operation of the Facility is the responsibility of CUSTOMER. This includes properly maintaining the equipment, the future hours of operation based on a change in mission, or capacity and variations in weather or unit energy costs.

After review of the measurement and verification protocol options, CUSTOMER and VEREGY have agreed that measurements noted in this attachment meet CUSTOMER’S needs for verification of Energy Savings.

Measurement and Verification Methodology for Energy Conservation Measures

Energy Conservation Measure (ECM)	IPMVP Option	Method	Measured Parameter	Measurement Interval
PV Solar	B	Measurement	Electricity Production (kWh)	On-going throughout guarantee

The following describes the Measurement and Verification procedures, formulas, and estimated values which may be used in the calculation of the Energy Savings.

1. Solar Savings:

Solar savings are determined by using the anticipated kWh production based on a Helioscope & Energy Toolbase model. Veregy does include a 0.5% solar module degradation per year as stated by the manufacturer. Dollar savings are calculated by determining the current kWh rate paid in the last baseline period and multiplying by the kWh generated.

$$\text{Solar Production} = \text{kWh} * (1 - 0.005) \text{ to account for module degradation}$$

M&V Plan

Guaranteed Energy Production

Commencing on the Commercial Operation Date of the System, Veregy warrants that the System will have a weather-adjusted annual electricity output identified in the Production Summary table below. Weather-adjustment means the irradiance measured by the System’s weather stations relative to the predicted annual irradiance of a system by the US Department of Energy’s NREL Version 1 PV Watts. Specifically, GHI and POA, which are used to measure irradiance, have baseline values that can be found in the table below. System production may also be adjusted based on disruption to system beyond Veregy control.

Month	GHI (kWh/m ²)	POA (kWh/m ²)
January	96.1	96.2
February	106.5	106.8
March	161.8	162.3
April	211.1	210.7
May	244.9	245.0
June	249.9	249.9
July	225.1	225.5
August	205.7	205.7
September	177.6	177.7
October	148.5	148.7
November	112.0	112.1
December	99.9	100.2

Overview of Measurement & Verification Plan

The savings for this ECM are verified annually per the M&V option as identified above.

Savings Verification Methodology

Solar savings are determined by using the anticipated kWh production based on a Helioscope & Energy Toolbase model. Veregy does include a 0.5% solar module degradation per year as stated by the manufacturer. Dollar savings are calculated by determining the current solar kWh rate paid in the last baseline period and multiplying by the kWh generated.

Baseline M&V Activities

Baseline analysis and site observations were used for establishing the baseline energy use. Software modelling was performed to calculate solar generation.

Post-Installation Measurement & Verification Activities

Sub-metered kWh data will be collected to verify solar generation prior to installation and integration.

Any changes to building schedules, occupancy hours, and solar system setup are the responsibility of the Customer and may result in a baseline adjustment for the calculation of verified savings. Veregy will note these changes when found and inform the Customer.

Energy savings shown in the annual report will be based on the results documented in the post-installation report. Any modification of the equipment, or changes from its intended function are the responsibility of the Customer.

Production Summary

YEAR	kWh Savings
1	113,760
2	113,191
3	112,625
4	112,062
5	111,502
6	110,944
7	110,390
8	109,838
9	109,288
10	108,742
11	108,198
12	107,657
13	107,119
14	106,583
15	106,050
16	105,520
17	104,993
18	104,468
19	103,945
20	103,426
21	102,908
TOTAL SAVINGS	2,273,211

BID TALLY WORKSHEET
CITY OF ELOY - PHASE 2

SCOPE OF WORK	DISCIPLINE	CONTRACTOR	BID VALUE	EXTENSION	NOTES
ECM 1 - Screening Machine	Equipment				
		Headworks	\$ 873,349	\$ 873,349	Includes Electrical, Mechanical & AG Piping
		Huber	\$ 870,745		
		Lakeside	\$ 855,815		
	Total ECM 1		\$ 873,349		
ECM 2 - Belt Filter Press	Underground	DWA	\$ 683,123		
		Ellison-Mills	\$ 672,112	\$ 672,112	
		Auza			
		Kelco			
	Mechanical	APS	\$ 3,650,993		Includes Equipment, Concrete, Buildings, Mechanical & Tank
		Ellison-Mills	\$ 2,856,469	\$ 2,856,469	
	Total ECM 2		\$ 3,528,581		
ECM 3 - Pipeline	Underground	DWA	\$ 7,519,931		
		Ellison-Mills	\$ 6,998,363	\$ 6,998,363	Includes Hobas pipes, AB Backfill under paved roads only, Engineer, & Testing Services
		Auza			
		Kelco			
	Total ECM 3		\$ 6,998,363		
ECM 4 - Blue Tank Painting	Tank Painting	JPCI Services	\$ 2,494,262		Includes Tank Rehab and Solar
		MMI Tank	\$ 1,743,223		
		Southwest Tank	\$ 1,396,932	\$ 1,396,932	
	Total ECM 4		\$ 1,396,932		
TOTAL PRICE			\$ 12,797,225		

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VIII.B.**

Date: **6/9/2025**

Date submitted:
05/01/2025

Action: Formal

Subject: City Council consideration and approval of three (3) new job classifications—**Accounting Specialist – Lead, Street / Sanitation Superintendent, and Senior Planner**—for inclusion in the City’s salary plan, as recommended in the HR Know compensation and classification review. These additions align with planned organizational growth and are intended to support effective service delivery.

Date requested:
6/9/2025

TO: Mayor and City Council

FROM: Sylvia Lopez, HR Director

RECOMMENDATION:

Staff recommends City Council approval for the addition of three (3) newly evaluated job classifications—**Accounting Specialist – Lead, Street / Sanitation Superintendent, and Senior Planner**—to the City’s salary plan, as recommended after an Employee Compensation and Classification review, conducted by HR Know.

DISCUSSION:

Staff recommends City Council approval for the addition of three (3) newly evaluated job classifications—**Accounting Specialist – Lead, Street / Sanitation Superintendent, and Senior Planner**—to the City’s salary plan, as recommended after an Employee Compensation and Classification review, conducted by outside consultant HR Know.

DISCUSSION

In Fall 2023, the City of Eloy engaged HR Know Consultants to conduct a thorough Employee Compensation and Classification Study. The purpose of this study was to assess the competitiveness of the City’s salary structure in comparison to similar municipalities across Arizona, ensuring the City remains market-aligned and compliant with best practices in classification and compensation.

As part of the original scope of services, HR Know was tasked with reviewing the City’s current job classifications and providing recommendations for future positions to ensure consistency and market competitiveness through FY 2025–2026.

Following their review, HR Know identified four classifications to be added to the City's official salary plan:

- **Finance Department: Accounting Specialist – Lead**

- (Grade 110 \$46,917 - \$65,684)

- The Accounting Specialist – Lead is essential for ensuring the timely and accurate processing of accounts payable and receivable, journal entries, and ledger adjustments while supporting procurement and contract compliance. This role helps minimize errors, reduce delays, and resolve discrepancies in collaboration with other departments. Additionally, the position provides supervisory support to the Finance Director and assists with strategic financial planning, budget preparation, and performance analysis.

- **Community Development Department: Senior Planner**

- (Grade 115 \$57,484 – \$86,226)

- The Senior Planner serves as a lead within the planning division, offering oversight and guidance to junior staff and technician-level personnel. This includes reviewing complex development applications, mentoring team members, and ensuring consistency with city policies, zoning ordinances, and state statutes. A Senior Planner is key in engaging the community through public hearings, resolution of issues, and advisory board presentations. Their involvement is essential for drafting new ordinances, updating zoning codes, and incorporating resident feedback into actionable policy recommendations. They are often responsible for managing high-profile or multifaceted projects involving multiple stakeholders. This includes coordinating with engineering, public works, legal, and economic development teams and outside agencies.

- **Public Works Department: Street / Sanitation Superintendent**

- (Grade 117 \$63,376 - \$95,065)

- The Streets/Sanitation Superintendent is responsible for the effective planning, coordination, and execution of street maintenance and sanitation services. This position focuses on street repairs, right-of-way maintenance, debris removal, drainage systems, and solid waste collection at the city landfill. The Superintendent will manage daily crew assignments, monitor work progress, ensure compliance with occupational safety standards, and train staff accordingly. The Superintendent will ensure that sanitation/landfill operations comply with local, state, and federal regulations, including proper waste disposal practices and reporting. The Superintendent will help promptly address service requests, complaints, and infrastructure concerns.

The proposed new positions' inclusion in the salary plan enables strategic workforce planning and supports the city's long-term goals for organizational growth and operational resilience. By maintaining these positions within the plan, the City is better equipped to respond promptly to evolving departmental needs and service demands.

For example, if a position becomes vacant or workload demands shift unexpectedly, department directors have the flexibility to initiate the recruitment process without delay, ensuring continuity of service and minimizing disruptions. Should such a situation arise, the department director will have the opportunity to evaluate their current budget and, in collaboration with the City Manager and Finance Director, determine appropriate funding options to support the potential hiring of the position. This proactive framework enables City leadership to manage staffing transitions effectively, maintain continuity in essential services, and allocate resources strategically in alignment with evolving community priorities.

FISCAL IMPACT:

The proposed job classifications are being added to the salary plan for future workforce planning. No immediate hiring or budget adjustments are anticipated.

Approved as to Form:

A handwritten signature in blue ink, appearing to read "Stephen R. Cooper", is written over a solid black horizontal line.

Stephen R. Cooper, City Attorney



CITY OF ELOY, AZ JOB DESCRIPTION

TITLE:	Accounting Specialist Lead	JOB CODE: 1012
REVISED:	May 12, 2025	FLSA: Non-Exempt

Summary: Under general supervision, performs daily accounting operations, supporting the preparation of payroll, financial statements, reporting, and other accounting functions for City, while ensuring accuracy and timeliness. May train and lead department staff in daily activities.

Essential Job Functions: *The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification, only to provide a summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Processes accounting, financial documents, payroll, and related transactions in compliance with all applicable Federal, State and City rules, regulations, procedures and ordinances.
- Enters payroll and related data into computer systems, and maintains information system database; enters data, processes transactions, assesses and validates data, compiles documentation.
- Reviews source documents for compliance to rules and regulations; determines proper handling of financial and technical transactions within designated limits.
- Maintains financial records associated with Accounts Payable and Payroll filing systems.
- Reconciles transactions and data as directed; record changes, reconciles and resolves differences; audits and maintains the accuracy of the accounting and financial records.
- Generates and distributes checks, direct deposits, W-2's, and associated reports and forms according to established guidelines; generates technical payroll reports for government agencies; reviews and makes changes to employee information for taxes and benefit deductions, wage assignments, federal and state levies, and garnishments.
- Responds and resolves employee questions and complaints regarding payroll and deductions by researching payroll files and records. Refers matters requiring policy interpretation to supervisor for resolution.
- Provides prompt, courteous, and accurate service to the public with account questions, requests for information, and complaints while maintaining positive customer service relations.
- Provides information and assistance to visitors and others having business with the City; assists customers with applications, government forms and other documents; answers phones; responds to requests for information within the span of authority
- May Lead, mentor, or oversee accounting specialists, providing guidance on daily tasks.
- May train and support accounting staff, and review their work, to ensure adherence to accounting policies and procedures, including accuracy and timeliness.
- Performs other duties as assigned or required.

Knowledge and Skills:

- Knowledge of City organization, operations, policies and procedures.
 - Advanced knowledge of payroll accounting rules and procedures.
 - Advanced knowledge of financial bookkeeping principles and methods.
 - Knowledge of applicable City, state and federal regulations and laws regarding payroll practices and procedures.
 - Advanced knowledge of the principles of record keeping and records management.
 - Advanced knowledge of business and personal computers, and spreadsheet software applications.
-
- Skill in reading, interpreting, understanding and applying payroll accounting standards and procedures, applicable Federal rules and regulations, and City policies and procedures.
 - Skill in entering numerical and related information into a computer system with speed and accuracy.
 - Skill in meeting critical time deadlines.
 - Skill in maintaining accurate and interrelated financial records and identifying and reconciling errors.
 - Skill in establishing and maintaining effective working relationships with City staff.
 - Skill in operating a personal computer utilizing a variety of business software.
 - Skill in effective communication, both verbal and written.

Minimum Qualifications:

High School diploma or GED equivalent; AND three (3) years' accounting, clerical, and computer experience, including one (1) year of payroll accounting experience; OR an equivalent combination of education and experience.



CITY OF ELOY, AZ JOB DESCRIPTION

TITLE: Senior Planner
EFFECTIVE: May 12, 2025

JOB CODE: 3012
FLSA: Exempt

Summary: Under general supervision, assists developers and the public in applying planning and zoning regulations, and City guidelines, to complex development projects, technical issues, and land use plans. May train and mentor department staff in daily activities.

Essential Job Functions: *The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification, only to provide a summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Answers inquiries and assists the public and developers with complex planning and technical review issues; provides advanced zoning, general plan, and subdivision information within scope of authority.
- Works directly with Community Development Director; researches complex issues and provides data on land use issues and related subjects.
- Receives and processes a variety of planning applications, permits and technical documents, reviews applications for conformance with regulations, codes, project specifications, and regional protocols.
- Reviews complex building plans for consistency with zoning regulations and compliance with conditions of permit approval.
- Researches and presents information to public; assures technical compliance with public notice requirements.
- Prepares detailed staff reports on projects.
- Assists in compiling, arranging, analyzing and interpreting land use and design information.
- Coordinates with citizens' groups, advisory boards and commissions; develops cooperative professional relationships with local developers, realtors and contractors.
- May mentor, or oversee Planner Tech, providing guidance and support with daily tasks.
- May train and support Community Development Planning staff, and review work, to ensure adherence to policies and procedures, including accuracy and timeliness.
- Performs other duties as assigned or required.

Knowledge and Skills:

- Knowledge of City policies and procedures.
 - Advanced knowledge of standard land use regulations.
 - Advanced knowledge of the principles of land use planning.
 - Knowledge of Federal, State and local laws, rules and regulations affecting planning and zoning.
 - Knowledge of the organization of local government and basic concepts of public administration.
-
- Advanced skill in interpreting technical documents and map specifications.
 - Skill in interpreting and applying Department standards, and City policies.
 - Advanced skill in researching and analyzing the factors affecting community planning projects.
 - Skill in preparing reports and checking designs, details, estimates, plans, and specifications of planning projects.
 - Skill in establishing and maintaining cooperative working relationships with employees, officials, other development agencies and the public.
 - Skill in operating a personal computer utilizing standard and specialized software.
 - Skill in effective communication, both verbal and written.

Minimum Qualifications:

Bachelor's degree in urban planning, Business or Public Administration; AND five (5) years' experience in planning and development programs; OR an equivalent combination of education and experience.

American Institute of Certified Planners (AICP) Certification

Must maintain a valid State of Arizona driver's license.



CITY OF ELOY, AZ JOB DESCRIPTION

TITLE:	Street /Sanitation Superintendent	JOB CODE: 5007
REVISED:	May 12, 2025	FLSA: Exempt

Summary: Under general supervision, manages staff and daily activities of the Streets Construction and Maintenance Division and city (Sanitation) Landfill, while assisting with oversight of airport facilities, in accordance with all safety regulations and procedures.

Essential Job Functions: *The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification, only to provide a summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Plans, organizes, and directs the daily operations of the street maintenance division.in alignment with the City's strategic objectives.
- Assists in the development of budgets and project priorities to provide Streets Division services to city residents, including material and supplies ordering.
- Develops and implements regular maintenance schedules for streets, sidewalks, streetlights, and drainage systems, where required.
- Identifies areas of City infrastructure in need of repair and maintenance and recommends corrective actions; coordinating/collaborating with City Departments, external agencies, and other organizations to define and resolve street construction and maintenance issues.
- Monitors and manages operations and assures that Streets Division jobsites and program activities are compliant with laws, regulations, policies, and safety standards.
- Supervises staff and evaluates performance; monitors operations to assure the efficient and timely accomplishment of assigned staff duties and responsibilities.
- Investigates public complaints relating to the operations of the Division.
- Maintains time, material, and equipment usage records. Collects and compiles statistical data for inclusion in reports. Maintains databases and files as necessary.
- Assists in the preparation of bid specifications for projects and equipment, and budgets.
- Operates a variety of trucks and equipment in accordance with safety regulations and procedures; identifies and reports mechanical problems requiring additional repair.
- Coordinates a variety of administrative activities including employee scheduling, personnel action forms, payroll reporting, requisitions, and report processing.
- Assists City Manager in oversight of airport facilities.
- Manages the daily operations of the city landfill, ensuring compliance with environmental regulations, to include supervising staff, coordinating waste disposal processes, and maintaining equipment and facilities.
- Performs other duties as assigned or required.

Supervision Exercised:

- Supervisors, Crew Leader(s), and Equipment Operators.

Knowledge and Skills:

- Knowledge of City policies and procedures.
- Knowledge of the materials and techniques used in street construction, maintenance, and repair operations.
- Knowledge of project planning and management methods.
- Knowledge of Manual on Uniform Traffic Control Devices (MUTCD), MAG specifications and OSHA safety rules and regulations.
- Knowledge of operation, maintenance, and repair of equipment and vehicles.
- Knowledge of safety standards and practices in hazardous traffic environments.
- Skilled in interpreting and applying street construction and maintenance standards and procedures, Federal and state rules and regulations, and City policies and procedures.
- Skilled in establishing cooperative working relationships with employees and City staff.
- Skilled in effectively supervising, leading, and delegating tasks and authority.
- Skilled in promoting and enforcing safe work practices.
- Skilled in reading and understanding road construction blueprints and electrical schematics.
- Skilled in verbal and written communications, including in professional environments.

Minimum Qualifications:

High School diploma or GED equivalent, AND five (5) years roadway construction and maintenance work and project management, two (2) years' experience in Landfill operations, one (1) year Facilities experience, and experience in a supervisory capacity, OR an equivalent combination of education and experience.

Associate in civil engineering tech, public administration, or related field preferred.

Bachelor's in civil engineering, public administration, or related field highly preferred.

Must maintain a valid State of Arizona Class A, commercial driver's license, specified technical training, certifications or license endorsements may be required.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as needed.

Class Code	Proposed Titles	Salary Plan Proposed Updates			
		Range	Minimum	Midpoint	Maximum
Finance Support Group					
1012	Accounting Specialist-Lead	110	\$46,917	\$56,301	\$65,684
Planning Group					
3012	Senior Planner	115	\$57,484	\$71,855	\$86,226
Street/Sanitation Maintenance Group					
5007	Street/Sanitation Superintendent	117	\$63,376	\$79,221	\$95,065

2

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VIII.C.**

Date: **6/9/2025**

Date submitted:
06/02/2025

Action: Formal

Subject: Authorization for the Mayor to execute an On-Call Professional Services Contract with Stantec Consulting Services Inc. to provide plan review service related to the Kitt Utility Scale Solar and Battery Storage facility.

Date requested:
6/9/2025

TO: Mayor and City Council

FROM: Dan Symer, Community Development Director

RECOMMENDATION:

Staff recommends authorizing the Mayor to execute an On-Call Professional Services Contract with Stantec Consulting Services Inc. to provide plan review service.

DISCUSSION:

This request seeks authorization for the Mayor to execute the attached On-Call Professional Services Contract with Stantec Consulting Services Inc. (hereafter, Stantec) to provide plan review services related to the Kitt Utility Scale Solar and Battery Storage Facility.

In accordance with the City's existing On-Call Professional Services Contract with Stantec, approved in June 2024, a separate contract is required when the value of services for any single project exceeds \$150,000.

The Kitt Utility Scale Solar and Battery Storage Facility spans approximately 630 acres and is located at the southwest corner of South Eleven Mile Corner Road. The project received reapproval of a Conditional Use Permit on June 10, 2024. Building permits and plan review fees are based on the total valuation of improvements covered by the permit. The estimated valuation of the facility is \$186,133,206, with the final valuation to be confirmed at the time of the building permit application for plan review.

The applicant has indicated an intent to request an expedited plan review, which requires a 200% increase in the standard fees for expedited processing. Stantec has agreed to provide the expedited plan review in accordance with the fee schedule attached as Exhibit B to the contract. This fee schedule is consistent with that included in the June 2024 agreement. As outlined in Exhibit B, Stantec will be compensated a percentage (75%) of the actual plan review fees collected by the City from the applicant. Based on the City's fee schedule and the project's valuation, the total estimated building permit plan review fees to be paid by the applicant are approximately

\$1,000,000. The applicant will be responsible for additional fees if more than two plan reviews are required. These additional reviews are billed hourly, and the applicant is charged an additional fee for each hour of review beyond the second review.

Since construction costs and materials are variable, the estimated valuation of the facility is anticipated to change prior to the submittal of the application, which will affect the city fees to be paid, as well as the service Stantec's fees. Therefore, the contract has a maximum value of \$1,100,000 to accommodate these changes if realized and to cover any additional fees paid by the applicant for additional reviews. Regardless of the project's valuation, in accordance with the City's fee schedule and the proposed contract fee schedule, the City will receive sufficient application fees to fully cover Stantec's service fees.

FISCAL IMPACT:

Staff does not anticipate a negative impact on the City's finances, as the fees paid to Stantec are based on a percentage (75%) of the actual plan review fees paid to the City by the applicant.

Approved as to Form:



Stephen R. Cooper, City Attorney

CITY OF ELOY
CONTRACT FOR PROFESSIONAL SERVICES

Contract No.: _____

This **Contract** is entered into this _____ day of _____, 2025 by and between the **City** of Eloy, a political subdivision of the State of Arizona ("**City**"), and Stantec Consulting Services Inc., a New York Corporation ("**Consultant**").

WHEREAS, the **City** desires to receive and **Consultant** is able to provide professional services;

NOW THEREFORE, in consideration for the mutual promises contained herein, the **City** and **Consultant** (the "**Parties**") agree as follows:

The **City**, subject to City Council approval engages **Consultant** to perform services for a project known and described as "Kitt Utility Scale Solar and Battery Storage" (the "**Project**").

1. Scope of Consultant's Services.

Consultant agrees to provide professional services generally described in the **Scope of Services** and in the timeframe identified in **Exhibit "A"**, incorporated herein by this reference. The **City** will furnish no material, labor, or facilities unless otherwise provided for in the **Contract**.

2. Contract Term

2.1. Contract Term: The **Contract** term is for a period of three (3) years unless terminated pursuant to Section 2.3 below. This **Contract** shall be effective as of the date signed by both parties.

2.2. Renewal: This **Contract** may be renewed for up to two (2) additional one (1) year terms by mutual written consent of the **Parties** if the **Scope of Services** has not been completed within the **Contract** term time period specified in Section 2.1. The City Manager or his designee (the Assistant City Manager) shall have the authority to approve a renewal on behalf of the **City**.

2.3 Termination: This **Contract** may be terminated pursuant to Sections 15, 16, 17 and 11.12.

3. Compensation.

3.1. Compensation: In consideration for the **Consultant's** performance of the services to the **City's** reasonable satisfaction, the **City** shall pay the **Consultant** in accordance with the fee schedule specified in **Exhibit B** as set forth in Section 11, although the amount paid to the Consultant shall not exceed one million one hundred thousand dollars (\$1,100,000.00).

3.2. Price Adjustment: Any price adjustment must be approved by the **City** in writing as a formal **Contract** Amendment. The City Manager or his designee may approve an adjustment if the annual **Contract** price is less than \$20,000; otherwise, if the annual **Contract** price adjustment exceeds \$20,001, City Council approval is required.

4. **Binding Effect.**

This **Contract** shall be binding upon and inure to the benefit of the parties and their successors and assigns.

5. **Contract Administration.**

Consultant will be required to participate in the **City's Contract** Administration Process. **Consultant** will be closely monitored for **Contract** compliance and will be required to correct any deficiencies promptly.

6. **Independent Consultant.**

Consultant shall furnish **Consultant's** services as an independent **Contractor**, for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act, Arizona revenue and taxation, workers' compensation, and unemployment insurance laws, and nothing contained herein shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder, and all services performed shall be made and performed pursuant to this Agreement by **Consultant** as an independent **Contractor**.

7. **Key Personnel/SubContractors.**

The **Consultant's Key Personnel, sub-Consultant** (if any), and contact information are designated in section 52 and subsections therein **Key Personnel** are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for the completion of the services. The **City** representatives for this **Contract** have the right to approve any proposed substitution of Key Personnel or **sub-Consultant**.

8. **Assignment and Subcontracting.**

No portion of this **Contract** may be assigned or subcontracted to any other individual, firm, or entity without the prior written consent of the **City**, unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve **Consultant** (Assignor) from any of its obligations and liabilities under the **Contract** with respect to **City**. Any assignment without such consent shall be null and void. All **sub-Consultants** shall comply with the underlying **Contract**. It will be **Consultant's** responsibility to ensure that all **sub-Consultants** comply with the terms and conditions of this agreement and that the City of Eloy is named as an express third-party beneficiary of such subcontracts with full rights as such. The City Manager shall have the authority to consent to an assignment on behalf of the **City**.

9. **City Responsibilities.**

- 9.1. **City Representative:** The **City** Representatives are Daniel Symer, Community Development Director, and Mackenzie Letcher, Assistant City Manager and their successors. All communications to the **City** shall be through the **City** Representatives. The **City** Representatives are responsible for bringing any request for a **Contract** amendment or price adjustment to the attention of the Procurement Agent. The City Manager shall have the authority to assign different **City** Representatives.

- 9.2. **City Cooperation:** The **City** will cooperate with the **Consultant** by placing at its disposal all available information concerning the **City**, **City** property, or the **City** project reasonably necessary for the **Consultant's** performance of this **Contract**.

10. **In General**

- 10.1. **Notice to Proceed:** **Consultant** shall not commence performance until after **City** has issued a Notice to Proceed.
- 10.2. **Licenses and Permits:** **Consultant**, at its expense, shall maintain current federal, state, and local licenses, permits, and approvals required for the performance of the **Contract** and provide copies to the **City** upon request.
- 10.3. **Compliance with Laws:** **Consultant** shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances in the performance of this **Contract**.
- 10.4. **Non-Exclusive:** Unless expressly provided otherwise in the **Contract**, this **Contract** is non-exclusive, and the **City** reserves the right to **Contract** with others for materials or services.

11. **Accounting, Payment and Taxes for Consultant Services.**

- 11.1. **Payment:** Payment to **Consultant** for services rendered under this **Agreement** shall be by monthly billing invoices for services as set forth in the **Scope of Work** specified in **Exhibit "A"**. Where **Exhibit "B"** requires payments by the **City** on a monthly basis for work completed, payment shall be based upon billings supported, unless otherwise provided in **Exhibit "B,"** by itemized documentation of units of work actually performed and amounts earned (including where appropriate, the actual number of days worked each month and the total number of hours for the month. Unless specifically stated in **Exhibit "B"** or approved in writing in advance by the **City**, the **City** will not reimburse **Consultant** for any costs or expenses incurred by **Consultant** in the performance of this **Contract** that are not part of the agreed upon reimbursable expenses. Where required, the **City** shall, upon receipt of appropriate documentation, compensate **Consultant** no more often than monthly through the **City** voucher system for the **Consultant's** service pursuant to the fee schedule set forth in **Exhibit "B."**
- 11.2. **Invoices:** A separate invoice shall be issued for each job completed. Invoices shall include the **Contract** and/or **Purchase Order** number, and dates when work was performed. Invoices shall be sent within 30 days following performance. Payment will only be made for services performed to the reasonable satisfaction of the **City**.
- 11.3. **Late Invoices:** The **City** may deduct up to 10% of the payment price for late invoices. The **City** operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of **Contractor**, **City** will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.
- 11.4. **Taxes:** **Consultant** shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of **Contractor's** performance of this **Contract**. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes,

and any other taxes or business license fees as required.

- 11.5. Exception:** The **City** will pay any taxes which are specifically identified as a line-item dollar amount in the **Contractor's** bid, proposal, or quote, and which were considered and approved by the **City** as part of the **Contract** award process. In this event, taxes shall be identified as a separate line item in **Contractor's** invoices.
- 11.6. Federal Excise Taxes:** The **City** is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
- 11.8. Fuel and Per Diem Charges:** **Consultant**, at its own expense, is liable for all fuel and Per Diem costs not specified in **Exhibit B**. No fuel or Per Diem surcharges will be accepted or paid by **City**.
- 11.9. Per Diem Charges:** The **Consultant**, at its own expense, is liable for all Per Diem costs related to performance that are not specified in **Exhibit B**. No Per Diem surcharges will be accepted or paid by the **City** that is not specified in **Exhibit B**.
- 11.10. Amounts Due:** To the **City**: **Consultant** must be current and remain current in all obligations due to the **City** during performance. Payments to **Consultant** may be offset by any delinquent amounts due to **City** or fees and charges owed to **City** under this **Contract**.
- 11.10. OFAC:** No **City** payments may be made to any person in violation of Office of Foreign Assets Control (OFAC) regulations, 31 C.F.R. Part 501.
- 11.11. Intentionally Omitted**
- 11.12. Future Non-Allocation of Funds.** If sufficient funds are not appropriated or allocated for payment under this **Contract** for any future fiscal period, the **City** will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the **City** in the event this provision applies. The City shall provide notice to the Consultant in the event the City fails to appropriate funds, and in such event the Consultant's obligations under this Contract shall immediately cease, except for completion of any services paid in advance, if any.

12. Regulations and Requirements.

This Agreement shall be subject to all applicable laws, rules, and regulations of the United States of America, the State of Arizona, and the City of Eloy.

13. Right to Review.

This **Contract** may be subject to review by any federal or State auditor. The **City** or its designee shall have the right to review and monitor this program's financial and service components by whatever means are deemed expedient by the **City**. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by **City** Agents or employees, inspection of all records or other materials that the **City** deems pertinent to the **Contract** and its performance, and any and all communications with or evaluations by service recipients under this **Contract**, during regular business hours at reasonable times, to the extent necessary. **Consultant** shall preserve and maintain all financial records and records relating to the performance of work under this **Contract** for five (5)

years after **Contract** termination or completion in accordance with A.R.S. §35- 214 and shall make them available for such review within the City of Eloy, State of Arizona, upon request. The right to audit is limited to the amount of time charged and the methodology to calculate the fees charged to the City, and expressly excludes auditing the composition of the Consultant's hourly rates and percentages.

14. Modifications.

Either the **City** or the **Consultant** may request changes in the **Contract**. Any and all agreed modifications shall be in writing and signed by each of the parties. In no case shall the Consultant be required to provide additional or changed services (i) where the parties are unable to agree in advance of performance of the services (a) on the scope, schedule or price associated with a proposed change order or (b) whether such services are within the existing scope of services, or (ii) during the pendency of a dispute, unless the City makes ongoing interim payments in respect of the new, changed or disputed services at the rates and fees set out in this contract, or if no rates or fees are included, at **Consultant's** ordinary rates and fees for such services, pending final resolution.

15. Termination for Default.

If **Consultant** defaults by failing to perform any of the obligations of the **Contract** or, becomes insolvent or is declared bankrupt or, commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the **City** may, by depositing thirty (30) days' written notice to **Consultant** in the U.S. mail, postage prepaid, terminate the **Contract** immediately, and at the **City's** option, obtain performance of the work elsewhere. If the **Contract** is terminated for default, **Consultant** shall not be entitled to receive any further payments under the **Contract** until all work called for has been fully performed. In the event of default, the parties may execute all remedies available at law in addition to **Contract** remedies provided for herein. If a notice of termination for default has been issued and it is later determined for any reason that **Consultant** was not in default, the rights and obligations of the **Parties** shall be the same as if the notice of termination has been issued pursuant to the Termination for Public Convenience paragraph hereof.

Consultant may terminate the **Contract** upon seven (7) days' notice in writing in the event the **City** has committed material breach of the **Contract**. Non-payment of **Consultant's** invoices will be considered a material breach of the **Contract** if the invoices are more than forty-five (45) days delinquent.

16. Termination for Public Convenience.

The **City** may, upon fourteen (14) days' written notice to the **Consultant**, terminate the **Contract** in whole or in part upon thirty (30) days written notice whenever the **City** determines, in its sole discretion, that such termination is in the **City's** best interests. Whenever the **Contract** is terminated in accordance with this paragraph, **Consultant** shall be entitled to payment for actual work performed at unit **Contract** prices for completed items of work. An equitable adjustment in the **Contract** price for partially completed items of work will be made, but such adjustment shall not include provisions for loss of anticipated profit on deleted or uncompleted work. Termination of this **Contract** by the **City** at any time during the term, whether for default or convenience, shall not constitute a breach of **Contract** by the **City**.

17. Termination for Non-appropriation of Funds.

The **City** may terminate all or a portion of this **Contract** due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to the **Consultant**.

18. City Remedies.

Consultant shall bear any extra expenses incurred by the **City** in completing the work, including all increased costs for completing the work and all damage sustained or which may be sustained by the **City** by reason of such default. Remedies herein are not exclusive.

19. Consultant Remedies.

In the event of the **City's** default, the **Consultant** may pursue all remedies available at law, except as provided for herein.

20. Special Damages.

Neither party shall be liable for incidental, special, or consequential damages.

21. Cancellation for Gratuities.

The **City** may cancel this **Contract** at any time, without penalty or further liability to the **Consultant**, if the **City** determines that **Consultant** has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the **Contract**.

22. Payment Upon Termination.

Upon termination of this **Contract**, the **City** will pay the **Consultant** for performance of the services to the **City's** reasonable satisfaction up until the effective date of termination. The **City** shall make final payment within thirty (30) days from receipt of the **Contractor's** final invoice.

23. Insurance.

23.1 Consultant Liability Insurance: Upon signing the Agreement and so long as it shall remain in effect, the **Consultant** shall purchase and maintain the insurance described in hereof at its cost and expense. The insurance shall be purchased and maintained in companies duly licensed or otherwise approved by the State of Arizona, with forms acceptable to the City of Eloy, and shall be primary with no right of contribution. **Consultant's** insurer shall have a minimum A.M. Best's rating of A-VIII. The use of alternative insurers requires prior approval from the City of Eloy.

The insurance coverages to be purchased and maintained are:

23.1.1 Workers' Compensation. **Consultant** shall provide workers' compensation insurance as required by state and federal laws having jurisdiction over the **Consultant's** employees engaged in the performance of the Services within this Agreement.

23.1.2 General Liability. **Consultant** shall maintain a Commercial General Liability (Occurrence) policy that includes coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy shall have limits of not less

than:

- \$1,000,000 for each occurrence of bodily injury and property damage; and
- \$1,000,000 for personal injury;

23.1.3 Automobile Liability. **Consultant** shall maintain an Automobile Liability policy with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for each accident. The policy shall cover all owned, hired, and non-owned automobiles used in connection with the **Contract** for the performance of the **Consultant's** services.

23.1.4 Property Insurance. A policy or policies of fire and extended coverage property damage insurance covering the full insurable value of all tools and equipment used by the **Consultant** from time to time on the lands of the City of Eloy pursuant to the **Contract**, including mobile equipment. **Consultant** shall also require its agents, **sub-Consultants**, licensees, and others performing the obligations or exercising the rights of **Consultant** under the **Contract** to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

23.1.5 Adjustment of Liability Limits. If the initial term of the **Contract** shall exceed ten years or if the aggregate term of the **Contract**, including any extension or renewal terms agreed to by the parties or provided for in the **Contract**, shall exceed ten years, on each tenth anniversary of the date of the **Contract**, the liability limits provided for in sections 23.1.2 and 23.1.3 shall be increased by an amount proportional to the increase in the US consumer price index occurring since the date of the **Contract** or the date of the last such increase as appropriate.

23.1.6 Professional Liability. **Consultant** retained by the **City** to provide the services required by the **Contract** shall maintain Professional Liability insurance covering errors and omissions arising out of the services performed by **Consultant** or any person employed by the **Consultant**, with an unimpaired limit of not less than \$1,000,000 each claim and \$2,000,000 all claims, or 10% for the **Compensation** specified hereof, whichever is larger. In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Services as evidenced by annual Certificates of Insurance.

23.2 Insurance Certificate. **Consultant** shall not exercise any of its rights under the **Contract** until it delivers to the City of Eloy's designated recipient certificates from **Consultant** 's insurers showing that the coverage required above has been obtained.

23.2.1 The insurance certificates must show the City of Eloy, its subsidiaries, affiliates, directors, officers, and employees as additional insured parties in respect of all liability coverage except workers' compensation and Professional Liability. The policy shall provide, and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made, or suit is brought except with respect to the limits of the company's liability.

23.2.2 The insurance certificate shall provide on its face that the policies it represents will not be terminated, amended, or allowed to expire without 30 days prior

written notice to the City of Eloy.

23.2.3 Failure of the City of Eloy to demand the insurance certificate or other evidence of full compliance with these insurance requirements or failure of City of Eloy to identify a deficiency from any certificate provided to it shall not be construed as a waiver of **Consultant's** obligation to maintain such insurance.

23.3 Severability of Interests. The policies referenced in 23.1.2 and 23.1.3. shall contain a severability of interests clause, generally providing "the insurance afforded applies separately to each insured against whom the claim is made, or suit is brought, except with respect to the limits of the company's insurance."

23.4 Deductibles. **Consultant** may purchase the required insurance policies with deductibles that are reasonable in light of **Consultant's** financial condition, provided that **Consultant** will pay any loss not covered due to the deductible. **Consultant** shall also require its agents, **Consultants**, licensees, and others performing the obligations, or exercising the rights, of **Consultant** under the **Contract** to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

23.5 Waiver of Subrogation. **Consultant** hereby waives any and all rights that it might have against the City of Eloy, its employees, officers, and directors to recover all or part of any loss or damage insured or insurable by the insurance policies carried or required to be carried by it pursuant to the **Contract** documents. **Consultant** shall require each of its agents, **Consultant's**, licensees, and others performing the obligations, or exercising the rights, of **Consultant** under the **Contract** to provide a similar waiver for City of Eloy's benefit.

24. Protection of Licensee Data.

Consultant warrants that the **Consultant's** installation, maintenance, and upgrade of any software provided hereunder shall not result in the use or disclosure by **Consultant** of any information concerning a patient/client obtained by the **City** in providing service in violation of any State laws, Federal laws, including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), and any federal regulations governing privacy, including, but not limited to, 45 CFR Section 160-164, as well as other applicable federal and State statutes and regulations.

25. Consultant Commitments, Warranties and Representations.

Any written commitment received from **Consultant** concerning this **Contract** shall be binding upon **Consultant** unless otherwise specifically provided herein with reference to this paragraph. Failure of the **Consultant** to materially fulfill such a commitment shall result in a breach of this **Contract**. A commitment includes, but is not limited to, any representation made prior to execution of this **Contract**, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices, or options for future acquisition to remain in effect for a fixed period or warranties.

26. Intellectual Property Infringement.

26.1. **Consultant** shall indemnify and hold harmless the **City** against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other

proprietary rights of any third parties arising out of **Contract** performance or use by the **City** of materials furnished or work performed under this **Contract**. **Consultant** shall indemnify the **City** against any and all expenses, losses, royalties, profits and damages, reasonable attorneys' fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the **Contract**.

26.2. Consultant shall have the right, hereunder, at its option and expense, to obtain for the **City** the right to continue using the information in the event such claim of infringement is made, provided no reduction in performance or loss results to the **City**.

27. Data, Documents and Records.

27.1. Ownership of Items Produced. Upon full payment of all monies owed to **Consultant**, all writings, programs, data, public records, electronic files, or other materials prepared by **Consultant** and/or its **Consultants** or **sub-Consultants**, in connection with this **Contract's** performance (the "Work Product") shall be the **City's** sole and absolute property. The **City** agrees, to the fullest extent permitted by law, to indemnify and hold **Consultant** harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the **City** or any person or entity that obtains the Work Product from or through the **City**.

27.2. City Ownership of Documents and Data: Upon full payment of all monies owed to **Consultant**, any original documents prepared or collected by **Consultant** in the performance of this **Contract** such as models, samples, reports, test plans, surveys, survey results, graphics, tables, charts, plans, maps, specifications, computations and other data shall be the property of **City** ("**City's** work product"), unless otherwise agreed by the parties in writing. **Consultant** agrees that all materials prepared under this **Contract** are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the **City** all rights and interests **Consultant** may have in the materials it prepares under this **Contract**, including any right to derivative use of the material.

27.3. Re-Use: The **City** may use **Consultant's** work product without further compensation to **Consultant**; provided, however, that the **City's** reuse without written verification or adaption by **Consultant** for purposes other than contemplated herein is at the **City's** sole risk and without liability to **Consultant**. **Consultant** shall not engage in any conflict of interest nor appropriate any portion of the **City's** work product for the benefit of **Consultant** or any third parties without the **City's** prior written consent.

27.4. Delivery of Document and Data: Upon termination of this **Contract** in whole or part, upon completion, or upon expiration if not previously terminated, or completed, **Consultant** shall, upon full payment of all monies owed to **Consultant**, deliver to the **City** copies of all of the **City's** work product and any other documents, electronic files in their native file format, and data accumulated by **Consultant** in the performance of this **Contract**, whether complete or in process. **Consultant** cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format, such as CAD or BIM files ("**Electronic Files**"). The **City** shall release, indemnify and hold **Consultant**, its officers, employees, consultants and agents harmless from any claims, or damages arising from the use of **Electronic Files**. **Electronic Files** will not contain stamps or seals, remain the property of **Consultant**, are not to be used for any

purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without **Consultant's** written consent.

28. Public Records and Disclosure.

- 28.1.** This **Contract** and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If **Consultant** has clearly marked its proprietary information as "confidential", the **City** will endeavor to notify **Consultant** prior to the release of such information.
- 28.2.** In the event of a public records request to the **City** for the Licensed Program or Licensed Documentation, the **City** shall promptly provide a copy of such request to **Consultant** so that it has at least 7 days from **Consultant's** receipt of such request in which to seek an order restraining the **City** from disclosing the Licensed Program and Documentation pursuant to such public records request. If **Consultant** does not obtain a restraining order within such period of time, the **City** may disclose the Licensed Program and Licensed Documentation pursuant to such public request as the **City** deems appropriate to comply with Arizona's Public Records Laws.

29. Disputes.

- 29.1 General.** If requested in writing by either the City or the Consultant, the parties shall attempt to resolve any dispute between them arising out of or in connection with this Contract by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration.
- 29.2 Notice of Potential Claims.** **Consultant** shall not be entitled to additional compensation, which otherwise may be payable, or to extension of time for (1) any act or failure to act by the **City**, or (2) the happening of any event or occurrence unless **Consultant** has given the **City** a written Notice of Potential Claim pursuant to A.R.S. §12-821.01. The written Notice of Potential Claim shall set forth the reasons for which **Consultant** believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. **Consultant** shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.
- 29.3 Detailed Claim.** **Consultant** shall not be entitled to claim any such additional compensation or extension of time unless, within 30 days of the accomplishment of the portion of the work from which the claim arose and before the final payment by the **City**, **Consultant** has given the **City** a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.

30. Conflict of Interest.

Consultant agrees to promptly disclose any financial or economic interest in the Project property, or any property affected by the Project, existing prior to the execution of this

Contract. Further, **Consultant** agrees to promptly disclose any financial or economic interest with the Project property or any property affected by the Project if **Consultant** gains such interest during the course of this **Contract**.

If **Consultant** gains any financial or economic interest in the Project during the course of this **Contract**, this may be grounds for terminating this **Contract** at the sole discretion of the **City**.

Consultant shall not engage the services on the **Contract** of any present or former **City** employee who was involved as a decision maker in the selection or approval processes or who negotiated or approved billings or **Contract** modifications for this **Contract**.

Consultant agrees that it shall not perform services on this **Project** in the event of a conflict of interest, a violation of Section 21 of this Agreement and shall not be entitled to receive compensation for services.

This Agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.

31. Covenant Against Contingent Fees.

Consultant affirms that they have not employed or retained any company or person other than a bona fide employee working for the **Consultant** to solicit or secure this **Contract** and that he has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the **Contract**. For breach or violation of this clause, the **City** may terminate this **Contract** without liability, or in its discretion, may deduct from the **Contract** price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

32. Indemnification.

To the fullest extent permitted by law, **Consultant**, its successors, assigns, and guarantors shall indemnify and hold harmless (but not defend) the City of Eloy, its officers, officials, and employees from and against all damages, losses, expenses, judgments, including but not limited to reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting, to the extent caused by the negligent acts, errors or omissions or intentional wrongful conduct of **Consultant**, its agents, employees, or any tier of **Consultant's sub-Consultants** in the performance of this **Contract**.

Consultant's duty to indemnify and hold harmless the City of Eloy, its officers, officials, and employees shall arise in connection with any proceeding, action, damage, loss, expense, or judgment that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, caused by the negligent acts, errors or omissions or intentional wrongful conduct of **Consultant**, including any employee of **Consultant**, any tier of **Consultant's sub-Consultants** or any other person for whose negligent acts, errors, mistakes, omissions, work or services **Consultant** may be legally liable. The amount and type of insurance requirements set forth herein will not be construed as limiting the scope of the indemnity provisions of this **Contract**.

To the fullest extent permitted by law, the **City** agrees to indemnify and hold **Consultant** harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the **City's** negligent acts, errors or omissions and those of his or her **Consultants**,

sub-Consultants or **Consultants** or anyone for whom the **City** is legally liable, and arising from the project that is the subject of this Agreement. **Consultant** is not obligated to indemnify the **City** in any manner whatsoever for the **City's** negligence.

33. Confidentiality.

Consultant, its employees, **sub-Consultants**, and their employees shall maintain the confidentiality of all information provided by the **City** or acquired by **Consultant** in performance of this **Contract**, except upon the prior written consent of the City Attorney or an order entered by a court after having acquired jurisdiction over the **City**. If the terms of said order allow it, **Consultant** shall immediately notify the **City** of any judicial proceeding seeking disclosure of such information. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to **Consultant** before receipt of same from the **City**; or (b) becomes publicly known other than through **Consultant**. **Consultant** shall indemnify and hold harmless the **City**, its officials, or employees from all loss or expense, including, but not limited to, settlements, judgments, reasonable attorneys' fees, and costs resulting from **Consultant's** breach of this provision.

34. Notice.

Except as set forth elsewhere in the **Contract**, for all purposes under this **Contract**, except service of process, notice shall be given by **Consultant** to the department head of the department for whom services are rendered and to the City Attorney. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

35. Severability.

If any term or condition of this **Contract** or the application thereof to any person(s) or circumstance(s) is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this **Contract** are declared severable.

36. Waiver.

Waiver of any breach or condition of this **Contract** shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this **Contract** shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

37. No Waiver of Performance.

Each party has the right insist upon strict performance of the **Contract**, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

38. Discrimination.

Consultant shall not unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs on the basis of race, creed, color, sex, age, marital status, national origin, or the presence of any sensory, mental or physical handicap. **Consultant** shall comply with the Americans with Disabilities Act.

39. Equal Opportunity.

This **Contract** and the **Parties** thereto shall comply with Arizona Executive Order 75-5 provisions as amended by Arizona Executive Order 99-4 as they relate to equal opportunity.

40. Nondiscrimination.

Consultant shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment.

41. Immigration Laws.

Pursuant to A.R.S. § 41-4401, **Consultant** hereby warrants to the **City** that **Consultant** and each of its **sub-Consultants** will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "**Consultant Immigration Warranty**"). A breach of **Consultant Immigration Warranty** shall constitute a material breach of this **Contract** and shall subject **Consultant** to penalties up to and including termination of this **Contract** at the sole discretion of the **City**. The **City** retains the legal right to inspect the papers of any **Consultant** or **sub-Consultants** employee who works on this **Contract** to ensure compliance with the **Consultant Immigration Warranty**. The **Consultant** agrees to assist the **City** in regard to any such inspections. The **City** may, at its sole discretion, conduct random verification of the employment records of the **Consultant** and any **sub-Consultants** to ensure compliance with **Consultant's** Immigration Warranty. The **Consultant** agrees to assist the **City** in regard to any random verification performed. Neither the **Consultant** nor any **sub-Consultants** shall be deemed to have materially breached the **Consultant Immigration Warranty** if the **Consultant** or **sub-Consultants** establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23- 214(A).

42. E-Verify.

To the extent applicable under ARIZ. REV. STAT. § 41-4401, **Consultant** and its **sub-Consultants** warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). **Consultant's** or **sub-Consultant's** breach of the above-mentioned warranty shall be deemed a material breach of the **Contract** and may result in the termination of the **Contract** by the **City**. **Consultant** agrees to insert language similar to this paragraph in all **Contracts** in which they engage with **sub-Consultants** on this project to ensure that those **sub-Consultants** are meeting the requirements of the above-mentioned statutes. The **City** retains the legal right to randomly inspect the papers and records of **Consultant** and its **sub-Consultants** working on the **Contract** to ensure that the **Consultant** and its **sub-Consultants** comply with the above-mentioned warranty. **Consultant** and its **sub-Consultants** warrant to keep the papers and records open for random inspection during normal business hours by the **City**. **Consultant** and its **sub-Consultants** shall cooperate with the **City's** random inspections, including granting the **City** entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

43. Force Majeure.

43.1 There may be events that occur during the term of the **Contract** that are beyond the

control of both the **City** and **Consultant**, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("**Events**"). These **Events** may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the **Contract**.

43.1.1. There shall be no claims arising from a temporary delay of contractual deliverables or the permanent inability to provide the contractual deliverables caused by the Events, and the City shall not pay additional costs incurred by the **Consultant** as a result of such **Events**.

43.1.2. The **Parties** shall act in good faith to extend the **Contract** completion date without any penalty to **Consultant** and that the extension will be in an amount of time equal to any temporary delay. This provision of the **Contract** supersedes all other terms regarding temporary delay, permanent shutdown, or increased costs.e

44. No Boycott of Israel.

Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a **Consultant** or **sub-Consultant** has over ten employees and the **Contract** is worth at least \$100,000, the **Consultant** and **sub-Consultants** shall certify that it is not currently engaged in, and agrees, for the duration of the **Contract**, will not engage in a boycott of Israel.

45. Compliance with A.R.S. 35-393 and 35-393.01.

Consultant acknowledges and agrees that it is not currently engaged in, and agrees for the duration of the **Contract** to not engage in, a boycott of Israel and, furthermore, **Consultant** acknowledges that it has signed a written certification, which is attached hereto as **Exhibit C** and incorporated herein, to that effect.

46. Compliance with A.R.S. §35-394.

46.1. Consultant acknowledges and agrees, through the signed written certification attached hereto as Exhibit D and incorporated herein, that it does not currently, and agrees for the duration of the contract that it will not, use:

46.1.1. The forced labor of ethnic Uyghurs in the People's Republic of China.

46.1.2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

46.1.3. Any contractors, subcontractors, sub-consultants, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

46.2. If, during the term of this contract, **Consultant** becomes aware it is not in compliance with the written certification in Exhibit D, **Consultant** shall notify City within five business days after becoming aware of the noncompliance. If **Consultant** does not provide City with a written certification that **Consultant** has remedied the

noncompliance within one hundred eighty days after notifying City of the noncompliance, the contract terminates, except that if the contract termination date occurs before the end of the remedy period, the contract terminates on the contract termination date.

47. Entire Agreement.

This written **Contract** represents the entire **Agreement** between the **Parties** and supersedes any prior oral statements, discussions, or understandings between the **Parties**.

48. Binding Effect.

This **Contract** shall be binding upon and inure to the benefit of the **Parties** and their successors and assigns.

49. Venue and Choice of Law.

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this **Contract**, the venue of such action of litigation shall be in the courts of the State of Arizona in and for the County of Pinal. This **Contract** shall be governed by the laws of the State of Arizona.

50. Intentionally Omitted

51. Survival.

The provisions of section and sub-sections therein of 6, 11, 12, 13, 15, 16, 17, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33, 34, 35, 39, 43, 45, 47, and 49 as well the provisions of any non-collusion affidavit, shall survive, notwithstanding the termination or invalidity of this **Contract** for any reason.

52. Miscellaneous

52.1. Notice: Any notice concerning this **Contract** shall be in writing and sent by certified mail and email as follows:

To the City:

City of Eloy
Dan Symer
Community Development Director
595 North C Street, Suite 102
Eloy, Arizona 85131
dsymer@eloyaz.gov

City of Eloy
City Manager
595 North C Street, Suite 104
Eloy, Arizona 85131

To the Consultant:

Stantec Consulting Services Inc.
Todd Probasco
Principal
3133 West Frye Road, Suite 300
Chandler, Arizona 85226
Todd.Probasco@stantec.com

53. Counterparts and Electronic Signatures.

Each party agrees that this Contract may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal *effect* of the signature(s) thereon, provided such signature page is attached to any other counterpart, identical thereto. The Parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, and to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures. The Parties expressly waive any objection to the admissibility of this Contract on the grounds that it is an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature. Each Party may sign any number of copies of this Contract, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same contract.

54. Authority

Each **City** and **Consultant** warrants that it has authority to enter this **Contract** and perform its obligations hereunder, and that it has taken all actions necessary to enter into this **Contract**.

55. Limitation of Liability

No claim may be brought against **Consultant** in contract or tort more than two (2) years after the cause of action arose. As the **City's** sole and exclusive remedy under this Agreement, any claim, demand or suit shall be directed and/or asserted only against **Consultant** and not against any of **Consultant's** employees, officers or directors.

City of Eloy
an Arizona municipal corporation

By: _____
Andrew Sutton
Mayor

Stantec Consulting Services Inc
a New York Corporation

By: _____
Todd Probasco
Principal

Digitally signed by
Probasco, Todd
DN:
CN=Probasco,
Todd,
OU=Internal,
OU=Users,
OU=Starline,
DC=corp, DC=ads
Date: 2025.06.02
11:23:03 -0700

Date: _____ 202 _____

Date: _____ 202 _____

Attest:

By: _____

Celine Kidwell
City Clerk

Approved as to form:

By:

Stephen R. Cooper
City Attorney

EXHIBIT "A"

Scope of Work

The Consultant shall furnish any and all services to provide building plans review in accordance with the City's applicable adopted codes for the Project's permit applications and associated construction documents. Upon completion of the Consultant's review of the permit applications and associated construction documents, the Consultant shall convey to the City all detailed comments and corrections required or approval and acceptance of the permit applications and associated construction documents. Such services provided under this contract shall include, but not limited to, all aspects of:

A. BUILDING PLANS REVIEW

- ☒ Building Code Compliance
- ☒ Fire Code Compliance

Plan reviews shall be completed within 10 working business days for the first submittals and within 7 working business days for the second or subsequent submittals.

Upon request, plan reviews may be expedited. Expedited plan reviews will be completed within 5 working business days for the first submittals and within 5 working business days for the second and subsequent submittals. Plan review fees shall be doubled for an Expedited review.

All plan reviews shall be conducted during normal business hours. All plan reviewers will be ICC Certified in one or more disciplines or an Arizona Registrant.

EXHIBIT "B"

Fee Schedule

Plan reviews shall be assessed a fee of 75% of the City's calculated plan review fee (65% of the permit fee) and shall be calculated using City's Building Valuation Data and Table 1-A Building Permit Fees. If building valuation data does apply (i.e. large-scale solar, storage lots, etc.), the stated valuation on the title permit application shall be used in determining fees.

The above fee structure shall include up to two (2) reviews. Reviews beyond two, reviews of deferred submittals, or reviews of modifications to previously approved plans shall be assessed at an hourly rate as indicated in the table below with a 2-hour minimum charge.

Position	Proposed Hourly Fee
Plans Examiner I	N/A
Plans Examiner II	\$110
Plans Examiner III/Senior	\$120
Plans Examiner – Structural (PE)	\$125
Plans Examiner – Fire	\$125
Building Official	\$170

EXHIBIT "C"

A.R.S §35-393 and 35-393.01 CERTIFICATION

Definitions contained in A.R.S. 35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel if those actions are taken either:
 - a. In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - b. In a manner that discriminates on the basis of nationality, national origin, or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system if the state treasurer or retirement system owns shares or interests either:
 - a. together with other investors that are not subject to this section.
 - b. that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this STATE, or an agency, board, commission, or department of this State or a political subdivision of this State.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:

☒ My company **does not** participate in, and agrees not to participate in during the term of the **Contract** a boycott of Israel in accordance with A.R.S. §35-393.01.

☐ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this response, **Consultant** agrees to indemnify and hold the **City**, its agents, and employees harmless from any claims or causes of action relating to the **City's** action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the **City** in defending such an action.

Stantec Consulting Services Inc.

Company Name

3133 W. Frye RD. Suite 300

Company Street Address

Chandler, AZ 85226
City, State, Zip

Digitally signed by
Probasco, Todd
DN: CN=Probasco,
Todd, OU=Internal,
OU=Users,
DC=corp, DC=ads
Date: 2025.06.02
13:34:22 -0700

Signature of Person Authorized to Sign

Todd Probasco

Print Name of Signatory

Principal

Title of Signatory

Exhibit "D"

A.R.S. §35-394 CERTIFICATION

Definitions contained in A.R.S. §35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned Subsidiary, parent company or affiliate, that engages in for-profit Activity and that has ten or more full-time employees.
2. "Public Entity" means this state, a political subdivision of this state or an agency, board, commission or department of this state or a political subdivision of this state.

By signing this certification, Consultant acknowledges and agrees that it does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People's Republic of China.
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
3. Any contractors, subcontractors, sub-consultants, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

By submitting this response, Consultant agrees to indemnify and hold the City, its agents and employees, harmless from any claims or causes of action relating to the City's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the City in defending such an action.

Stantec Consulting Services Inc.

Company Name

3133 W. Frye RD. Suite 300

Company Street Address

Chandler, AZ 85226

City, State, Zip

Digitally signed by
Probasco, Todd
DN:
CN=Probasco,
Todd
Probasco, Todd
OU=Stantec,
OU=USERS,
OU=corp,OU=ads
Date: 2025.08.02
11:35:08 -0700

Signature of Person Authorized to Sign

Todd Probasco

Print Name of Signatory

Principal

Title of Signatory

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VIII.D.**

Date: **6/9/2025**

Date submitted:
05/30/2025

Action: Resolution

Subject: Adoption of Resolution No. 25-1620, adopting the Tentative Budget for Fiscal Year 2025-2026 for the City of Eloy for \$95,834,185.

Date requested:
6/9/2025

TO: Mayor and City Council

FROM: Brian Wright, Finance Director

RECOMMENDATION:

Staff recommends the adoption of Resolution No. 25-1620, adopting the Tentative Budget for Fiscal Year 2025-2026 for the City of Eloy for \$95,834,185.

DISCUSSION:

On May 19, 2025, staff presented the FY 2025-2026 budget for \$95,834,185 to the City Council at the budget workshop. The only change noted from the budget workshop was moving \$50,000 from the General Fund contingency line to the Legal department budget for legal services. This change did not affect the general fund's overall budget.

State law requires the City Council to adopt a tentative budget on or before the third Monday of July of each fiscal year. Once this tentative budget has been adopted, the expenditures may not be increased upon final adoption, but may decrease. With the adoption of the tentative budget, the Council has set its maximum "limits" of expenditures, but these limits may be reduced upon final adoption. Upon adoption of the tentative budget, a public hearing must be set. The public hearing date is June 6th, 2025, at 5:30 p.m. in the Council Chambers.

Once the tentative budget has been adopted, Schedule A-G must be published once a week for at least two consecutive weeks following the adoption. This will be published in the Casa Grande Valley Newspapers. The tentative budget is fully itemized in conformance with forms supplied by the Auditor General as prescribed by Arizona Revised Statutes §§42-17101 and 42-17102 and entered into the Council meeting minutes.

Below is the digital tentative budget link to the FY 25-26 budget.

<https://city-eloy-az-budget-book.cleargov.com/20344>

FISCAL IMPACT:

The Tentative Budget for FY 2025-2026 is \$95,834,185.

Approved as to Form:

A handwritten signature in blue ink, appearing to read "Stephen R. Cooper", is written over a solid black horizontal line.

Stephen R. Cooper, City Attorney

RESOLUTION NO.: 25-1620

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ELOY, ARIZONA, ADOPTING THE TENTATIVE BUDGET FOR THE FISCAL YEAR 2025-2026.

WHEREAS, the City of Eloy completes an annual budget, which must be balanced - revenues equaling expenses; and

WHEREAS, a tentative budget must be adopted by the Mayor and City Council prior to the commencement of the new fiscal year; and

WHEREAS, the City Clerk is hereby authorized and directed to publish in the manner prescribed by law, the estimates of expenditures, as hereinafter set forth, together with a notice that the City Council will meet for the purpose of the final hearing of taxpayers and for the adoption of the 2025 - 2026 Annual Budget for the City of Eloy on the 26th day of June 2025 at 5:30 p.m. in the Council Chambers at City Hall of the City of Eloy. A notice shall also be published that the City Council will meet for the purpose of the hearing of taxpayers prior to the adoption of the 2025 - 2026 Tax Levy for the City of Eloy on the 14th day of July, 2025, at 6:00 p.m. in the Council Chambers at City Hall of the City of Eloy; and

WHEREAS, the City Manager and staff with the assistance of the Mayor, City Council, and citizens have developed a balanced budget, which is now presented as the Fiscal Year 2025-2026 Tentative Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Eloy, Arizona that the Fiscal Year 2025-2026 Tentative Budget is adopted in the amount of \$95,834,185.

PASSED AND ADOPTED by the Mayor and City Council of the City of Eloy, Arizona, this 9th day of June, 2025.

Andrew Sutton, Mayor

ATTEST:

APPROVED AS FORM:

Celine Kidwell, City Clerk

Stephen Cooper, City Attorney

Official Budget Forms

City of Eloy

Fiscal year 2026

City of Eloy
Table of Contents
Fiscal year 2026

Resolution for the adoption of the budget

Schedule A—Summary Schedule of estimated revenues and expenditures/expenses

Schedule B—Tax levy and tax rate information

Schedule C—Revenues other than property taxes

Schedule D—Other financing sources/(uses) and interfund transfers

Schedule E—Expenditures/expenses by fund

Schedule F—Expenditures/expenses by department (as applicable)

Schedule G—Full-time employees and personnel compensation

City of Eloy
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal year 2026

Fiscal year		S c h		Funds							
				General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total all funds
2025	Adopted/adjusted budgeted expenditures/expenses*	E	1	23,408,365	16,354,625	0	7,149,090	15,000	17,517,655	0	64,444,735
2025	Actual expenditures/expenses**	E	2	16,043,666	5,460,756	0	4,516,293	0	8,371,441	0	34,392,155
2026	Beginning fund balance/(deficit) or net position/(deficit) at July 1***		3	35,529,438	16,667,635	0	5,652,175	201,824	7,118,135	0	65,169,207
2026	Primary property tax levy	B	4	1,564,785							1,564,785
2026	Secondary property tax levy	B	5								0
2026	Estimated revenues other than property taxes	C	6	20,255,145	13,089,225	0	564,750	20,500	9,287,530	0	43,217,150
2026	Other financing sources	D	7	0	0	0	13,000,000	0	0	0	13,000,000
2026	Other financing (uses)	D	8	0	0	0	13,000,000	0	0	0	13,000,000
2026	Interfund transfers in	D	9	0	5,075,000	0	850,000	8,750	13,877,390	0	19,811,140
2026	Interfund Transfers (out)	D	10	19,802,390	8,750	0	0	0	0	0	19,811,140
2026	Line 11: Reduction for fund balance reserved for future budget year expenditures		11								
	Maintained for future debt retirement										0
	Maintained for future capital projects										0
	Maintained for future financial stability										0
	Maintained for future retirement contributions										0
2026	Total financial resources available		12	37,546,978	34,823,110	0	7,066,925	231,074	30,283,055	0	109,951,142
2026	Budgeted expenditures/expenses	E	13	20,694,930	27,839,870	0	7,066,925	29,250	27,203,210	0	82,834,185

Expenditure limitation comparison

	2025	2026
1 Budgeted expenditures/expenses	\$ 64,444,735	\$95,834,185
2 Add/subtract: estimated net reconciling items		
3 Budgeted expenditures/expenses adjusted for reconciling items	64,444,735	95,834,185
4 Less: estimated exclusions	26,216,390	51,008,260
5 Amount subject to the expenditure limitation	\$ 38,228,345	\$44,825,925
6 EEC expenditure limitation or voter-approved alternative expenditure limitation	\$ 46,439,093	\$49,823,275

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund). See the Instructions tab, cell C17 for more information about the amounts that should and should not be included on this line.

City of Eloy
Tax levy and tax rate information
Fiscal year 2026

	<u>2025</u>	<u>2026</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 1,468,868	\$ 1,564,786
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$	
3. Property tax levy amounts		
A. Primary property taxes	\$ 1,468,865	\$ 1,564,785
Property tax judgment		
B. Secondary property taxes		
Property tax judgment		
C. Total property tax levy amounts	\$ 1,468,865	\$ 1,564,785
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ 1,432,730	
(2) Prior years' levies	29,135	
(3) Total primary property taxes	\$ 1,461,865	
B. Secondary property taxes		
(1) Current year's levy	\$	
(2) Prior years' levies		
(3) Total secondary property taxes	\$	
C. Total property taxes collected	\$ 1,461,865	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	1.0115	.9769
Property tax judgment		
(2) Secondary property tax rate		
Property tax judgment		
(3) Total city/town tax rate	1.0115	.9769
B. Special assessment district tax rates		
Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating _____ special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

City of Eloy
Revenues other than property taxes
Fiscal Year 2026

Source of revenues	Estimated revenues 2025	Actual revenues* 2025	Estimated revenues 2026
General Fund			
Local taxes			
CITY SALES TAX	\$ 8,362,860	\$ 8,697,374	\$ 8,700,000
FRANCHISE FEE	219,795	259,358	272,540
Licenses and permits			
BUILDING PERMITS	355,250	497,350	448,000
LICENSES AND PERMITS	46,500	46,035	43,250
Intergovernmental			
STATE SALES TAX	2,600,185	2,678,191	2,855,995
URBAN REVENUE SHARING	3,659,955	3,916,152	3,686,715
AUTO LIEU TAX	1,320,715	1,347,129	1,468,070
INTERGOVER FLORENCE JUDGE	48,400	48,400	48,400
Charges for services			
RECREATION FEES	43,910	45,227	61,050
RENTS AND LEASES	31,000	31,310	42,000
PLAN AND ZONING FEES	305,000	411,750	920,000
ALARM FEE	3,700	3,145	2,900
Fines and forfeits			
COURT FINES	251,230	241,250	251,230
LIBRARY FINES	2,500	675	1,000
Interest on investments			
INTEREST INCOME	395,000	1,510,000	1,186,995
In-lieu property taxes			
Contributions			
Voluntary contributions			

City of Eloy
Revenues other than property taxes
Fiscal Year 2026

Source of revenues	Estimated revenues 2025	Actual revenues* 2025	Estimated revenues 2026
Miscellaneous			
FIRE DISTRICT REVENUE	60,000	60,000	60,000
CCA PASS THRU REVENUE-ELOY	76,000	102,600	125,000
POLICE REVENUE	1,000	350	500
OTHER MISCELLANEOUS REVENUE	81,500	75,598	81,500
Total General Fund	\$ 17,864,500	\$ 19,971,895	\$ 20,255,145

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Special revenue funds

HIGHWAY USER REVENUE	\$ 1,627,785	\$ 1,644,063	\$ 1,836,285
PINAL 1/2 CENT SALES TAX	1,650,350	1,732,868	1,780,350
MISCELLANEOUS HURF REVENUE	185,500	282,350	200,500
STREETS ONE-TIME	410,000	348,500	435,000
	\$ 3,873,635	\$ 4,007,780	\$ 4,252,135
 LTAF	 \$ 200	 \$ 374	 \$ 400
ECONOMIC/COMMUNITY DEVOLPMENT	475,125	479,876	510,375
GRANTS	7,519,350	1,224,637	7,770,430
JCEF	14,800	6,660	10,200
	\$ 8,009,475	\$ 1,711,547	\$ 8,291,405
 POLICE IMPOUND FEE	 \$ 4,500	 \$ 1,205	 \$ 2,000
POLICE SAFETY EQUIPMENT	4,300	4,153	2,800
CEMETERY	223,850	237,281	258,500
AIRPORT	206,950	158,575	157,500
	\$ 439,600	\$ 401,214	\$ 420,800

City of Eloy
Revenues other than property taxes
Fiscal Year 2026

Source of revenues	Estimated revenues 2025	Actual revenues* 2025	Estimated revenues 2026
COURT RECOVERY	\$ 27,500	\$ 20,571	\$ 29,575
SMART AND SAFETY FUND	73,000	69,346	72,310
WATER ALLOMENT FUND	24,000	20,699	23,000
	\$ 124,500	\$ 110,616	\$ 124,885
Total special revenue funds	\$ 12,447,210	\$ 6,231,158	\$ 13,089,225

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Debt service funds

	\$	\$	\$
	\$	\$	\$
Total debt service funds	\$	\$	\$

Capital projects funds

POLICE IMPACT FEE	\$ 88,650	\$ 85,991	\$ 115,150
WATER IMPACT FEE	6,500	9,525	15,700
SEWER IMPACT FEE	7,050	9,325	15,650
STREETS IMPACT FEE	158,900	163,667	214,350
	\$ 261,100	\$ 268,508	\$ 360,850
PARKS IMPACT FEE	\$ 158,200	\$ 161,364	\$ 203,900
CAPITAL PROJECTS FUND		47,037	
	\$ 158,200	\$ 208,401	\$ 203,900
Total capital projects funds	\$ 419,300	\$ 476,909	\$ 564,750

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Eloy
Revenues other than property taxes
Fiscal Year 2026

Source of revenues	Estimated revenues 2025	Actual revenues* 2025	Estimated revenues 2026
Permanent funds			
PERPETUAL CARE	\$ 8,500	\$ 23,725	\$ 20,500
	\$ 8,500	\$ 23,725	\$ 20,500
Total permanent funds	\$ 8,500	\$ 23,725	\$ 20,500
Enterprise funds			
WATER FUND	\$ 3,530,930	\$ 3,596,684	\$ 3,809,900
WASTEWATER FUND	1,754,250	1,806,878	1,953,865
SANITATION FUND	2,342,475	3,113,511	3,523,765
	\$ 7,627,655	\$ 8,517,073	\$ 9,287,530
Total enterprise funds	\$ 7,627,655	\$ 8,517,073	\$ 9,287,530
Internal service funds			
	\$	\$	\$
	\$	\$	\$
Total internal service funds	\$	\$	\$
Total all funds	\$ 38,367,165	\$ 35,220,758	\$ 43,217,150

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Eloy
Other financing sources/(uses) and interfund transfers
Fiscal year 2026

Fund	Other financing 2026		Interfund transfers 2026	
	Sources	(Uses)	In	(Out)
General Fund				
TRANSFER TO CAPITAL PROJECTS FUND	\$	\$	\$	850,000
TRANSFER TO SANITATION FUND				200,000
TRANSFER TO GRANTS FUND				75,000
TRANSFER TO ECONOMIC INCENTIVE FUND				5,000,000
TRANSFER TO WATER FUND				2,637,390
TRANSFER TO WASTEWATER FUND				11,040,000
Total General Fund	\$	\$	\$	19,802,390
Special revenue funds				
TRANSFER FROM GENERAL FUND-GRANTS	\$	\$	75,000	\$
TRANAFER FROM GENERAL FUND-ECONOMIC INCENT			5,000,000	
TRANSFER FROM GENERAL FUND-CEMETERY				8,750
Total special revenue funds	\$	\$	5,075,000	8,750
Debt service funds				
	\$	\$	\$	\$
Total debt service funds	\$	\$	\$	\$
Capital projects funds				
TRANSFER FROM GENERAL FUND-CAPITAL PROJECTS	\$	\$	850,000	\$
WIFA	13,000,000	13,000,000		
Total capital projects funds	\$ 13,000,000	\$ 13,000,000	\$ 850,000	\$
Permanent funds				
TRANSFER FROM CEMETERY	\$	\$	8,750	\$
Total permanent funds	\$	\$	8,750	\$
Enterprise funds				
TRANSFER FROM GENERAL FUND-WATER	\$	\$	2,637,390	\$
TRANSFER FROM GENERAL FUND-WASTEWATER			11,040,000	
TRANSFER FROM GENERAL FUND-SANITATION			200,000	
Total enterprise funds	\$	\$	13,877,390	\$
Internal service funds				
	\$	\$	\$	\$
Total Internal Service Funds	\$	\$	\$	\$
Total all funds	\$ 13,000,000	\$ 13,000,000	\$ 19,811,140	\$ 19,811,140

City of Eloy
Expenditures/expenses by fund
Fiscal year 2026

Fund/Department	Adopted budgeted expenditures/ expenses 2025	Expenditure/ expense adjustments approved 2025	Actual expenditures/ expenses* 2025	Budgeted expenditures/ expenses 2026
General Fund				
CITY COUNCIL	\$ 311,180	\$	\$ 298,733	\$ 320,800
ECONOMIC DEVELOPMENT				353,990
HUMAN RESOURCES	387,405		368,035	453,550
GIS	58,430		53,171	63,420
ANIMAL CONTROL	200,000		96,000	200,000
CITY CLERK	562,435		539,938	467,010
CITY MAGISTRATE	646,190		575,109	680,650
CITY MANAGER	691,295		525,384	565,660
FINANCE	1,044,825		1,013,480	1,196,645
CITY ATTORNEY	164,845		158,251	214,845
COMMUNITY DEVELOPMENT	1,254,155		978,241	2,243,250
PARKS MAINTENANCE	628,290		590,593	647,240
RECREATION PROGRAMS	1,002,355		932,190	1,005,530
LIBRARY	288,165		265,112	296,260
COMMUNITY SERVICES ADMINISTRATION	542,155		536,733	624,930
POLICE ADMINISTRATION	1,653,645		1,587,499	1,961,655
POLICE-FIELD OPERATIONS	4,275,445		3,976,164	4,249,090
VEHICLE MAINTENANCE	265,005		238,505	277,200
FACILITY MAINTENANCE	468,535		426,367	507,370
P.W. ADMINISTRATION	108,885		107,796	134,140
CONTINGENCY	1,330,525		113,765	1,600,095
PSPRS UNFUNDED PAYMENT	200,000		200,000	200,000
DEBT/OTHER	7,324,600		2,462,600	2,431,600
Total General Fund	\$ 23,408,365	\$	\$ 16,043,666	\$ 20,694,930
Special revenue funds				
STREETS	\$ 3,675,590	\$	\$ 2,756,693	\$ 4,403,020
STREETS ONE -TIME	1,925,585		732,312	1,835,000
LTAF	11,190		-	11,565

ECONOMIC/COMMUN. DEVELOP FUND	1,891,750		75,000	2,422,380
GRANTS	7,594,350		1,491,750	12,845,430
JCEF	74,855		1,325	58,200
AIRPORT	428,090		55,652	408,000
CEMETERY	292,350		219,263	405,420
POLICE IMPOUND	35,000		26,125	5,500
SMART AND SAFE FUND	196,000		74,869	195,310
POLICE OFFICER SAFETY	14,775		15,643	6,000
WATER ALLOMENT FUND	65,810		-	85,250
COURT RECOVERY FUND	149,280		12,125	158,795
ECONOMIC INCENTIVE FUND				5,000,000
Total special revenue funds	\$ 16,354,625	\$	\$ 5,460,756	\$ 27,839,870
Debt service funds				
	\$	\$	\$	\$
Total debt service funds	\$	\$	\$	\$
Capital projects funds				
CAPITAL PROJECTS	\$ 3,685,760	\$	\$ 713,788	\$ 3,166,515
PARKS IMPACT FEE	862,865		-	1,008,900
WIFA FUND			2,952,505	
POLICE IMPACT FEE	937,330		850,000	1,040,400
WATER IMPACT FEE	349,270		-	360,450
SEWER IMPACT FEE	418,480		-	437,100
STREETS IMPACT FEE	895,385		-	1,053,560
			-	
Total capital projects funds	\$ 7,149,090	\$	\$ 4,516,293	\$ 7,066,925
Permanent funds				
PERPETUAL CARE	\$ 15,000	\$	\$	\$ 29,250
Total permanent funds	\$ 15,000	\$	\$	\$ 29,250
Enterprise funds				
WATER	\$ 5,020,930	\$	\$ 2,610,884	\$ 8,466,010
WASTEWATER	7,829,250		1,648,119	15,013,435
SANITATION	4,667,475		4,112,438	3,723,765
Total enterprise funds	\$ 17,517,655	\$	\$ 8,371,441	\$ 27,203,210
Internal service funds				
	\$	\$	\$	\$
Total internal service funds	\$	\$	\$	\$
Total all funds	\$ 64,444,735	\$	\$ 34,392,155	\$ 82,834,185

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Eloy
Expenditures/expenses by department
Fiscal year 2026

Department/Fund	Adopted budgeted expenditures/ expenses	Expenditure/ expense adjustments approved	Actual expenditures/ expenses*	Budgeted expenditures/ expenses
	2025	2025	2025	2026
ALL DEPARTMENTS ARE BUDGETED OUT OF ONE FUND.	\$ _____	\$ _____	\$ _____	\$ _____
Department total	\$ _____	\$ _____	\$ _____	\$ _____
List department:				
_____	\$ _____	\$ _____	\$ _____	\$ _____
Department total	\$ _____	\$ _____	\$ _____	\$ _____
List department:				
_____	\$ _____	\$ _____	\$ _____	\$ _____
Department total	\$ _____	\$ _____	\$ _____	\$ _____

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Eloy
Full-time employees and personnel compensation
Fiscal year 2026

	Full-time equivalent (FTE)	Employee salaries and hourly costs	Retirement costs	Healthcare costs	Other benefit costs	Total estimated personnel compensation
Fund	2026	2026	2026	2026	2026	2026
General Fund	114.10	\$ 7,387,500	\$ 892,970	\$ 1,661,270	\$ 770,330	\$ 10,712,070
Special revenue funds						
STREETS	10.00	\$ 777,730	\$ 93,420	\$ 243,220	\$ 115,570	\$ 1,229,940
CEMETERY	1.00	62,060	7,450	30,900	6,600	107,010
GRANTS-GITEM/HITDA/TOLTEC	3.00	164,450	19,990	60,210	21,280	265,930
Total special revenue funds	14.00	\$ 1,004,240	\$ 120,860	\$ 334,330	\$ 143,450	\$ 1,602,880
Debt service funds						
		\$	\$	\$	\$	\$
Total debt service funds		\$	\$	\$	\$	\$
Capital projects funds						
		\$	\$	\$	\$	\$
Total capital projects funds		\$	\$	\$	\$	\$
Permanent funds						
		\$	\$	\$	\$	\$
Total permanent funds		\$	\$	\$	\$	\$
Enterprise funds						
WATER	9.00	\$ 635,370	\$ 76,290	\$ 170,060	\$ 69,560	\$ 951,280
WASTEWATER	1.00	304,740	36,610	81,540	33,360	456,250
SANITATION	3.00	275,700	33,090	91,390	34,730	434,910
Total enterprise funds	13.00	\$ 1,215,810	\$ 145,990	\$ 342,990	\$ 137,650	\$ 1,842,440
Internal service funds						
		\$	\$	\$	\$	\$
Total internal service fund		\$	\$	\$	\$	\$
Total all funds	141.10	\$ 9,607,550	\$ 1,159,820	\$ 2,338,590	\$ 1,051,430	\$ 14,157,390



City of Eloy

Tentative Fiscal Year 2025 - 2026



Tentative Version - 5/30/2025

Last updated 06/02/25





TABLE OF CONTENTS

Introduction	4
Transmittal Letter	5
Organization Chart	8
Budget Highlight	11
Personnel Highlight	22
Fund Summaries	29
Summary of All Funds	30
Streets Fund	39
Streets One-Time Fund	46
LTAF Fund	51
Capital Projects Fund	54
Economic and Community Development Fund	58
Parks & Recreation Impact Fee Fund	62
Police Impact Fee Fund	66
Water Impact Fee Fund	70
Wastewater Impact Fee Fund	74
Streets Impact Fee Fund	78
Police Impound Fund	82
Police Safety Equipment Fund	86
Grants Fund	91
JCEF Fund	95
Court Recovery Fund	99
Economic Incentive Fund	103
Smart and Safe Fund	107
Water Allotment Fund	111
WIFA Fund	115
Water Fund	119
Wastewater Fund	126
Sanitation Fund	133
Cemetery Fund	140
Airport Fund	145
Perpetual Care Fund	151
General Fund Departments	155
General Fund Departments	156
General Government Departments	162
City Council	165
Economic Development	169
Human Resources	174
City Clerk	179
Magistrate Court	183
City Manager	187
Finance	192
Legal	197



Contingency/Debt/Transfers	200
Community Development Department	203
Community Services Departments	209
Community Services Administration	212
Park Maintenance	216
Recreation Programs	220
Library	224
Facility Maintenance	228
Public Safety Departments	232
Police Administration	236
Field Operations	244
Animal Control	251
Public Works Departments	255
G.I.S.	258
Vehicle Maintenance	262
Public Works Administration	267
Capital Improvements	271
Capital Improvement Overview	272
One year plan	274
Multi-year plan	292



INTRODUCTION





Transmittal Letter

David Malewitz, City Manager

Dear Honorable Mayor Sutton and Members of the City Council of Eloy,

I'm pleased to share with you and the residents of Eloy a financially stable budget totaling \$115,645,325 for the Fiscal Year (FY) 2025-2026. This budget represents the collective work of every city department, aiming to fulfill the Council's objectives and priorities for the upcoming fiscal period. The budget emphasizes strategic initiatives such as dedicating resources and funding opportunities to increase our wet infrastructure growth in order to seize new prospects and foster the growth of a more resilient Eloy. This budget presents a pledge to financial and strategic goals that set expectations for an effective and efficient government: a safe community, superior infrastructure, a secure future, and quality of life for Eloy citizens.

The proposed budget reflects an increase of \$40,379,090 or 53.65% compared to the previous year's budget of \$75,266,235. Within this, the General Funds budget of \$40,497,320 serves as the primary fund for the majority of City operations. It includes provisions for additional personnel, community outreach funding, special programs, and operational needs. The \$32.24 million allocated for over 70 capital projects encompasses various initiatives, such as \$6.4 million for road projects, \$15.4 million for wastewater infrastructure improvements, \$4.8 million for water system improvements, and \$1.1 million for Airport projects.

Beyond serving as a policy blueprint, this budget is a financial compass for our community, closely aligned with the City Council's strategic objectives and long-term vision for Eloy's continued prosperity. At the heart of this budget is a strong commitment to making strategic financial investments in the City's infrastructure and growth, reinforcing our proactive approach to enhancing service delivery and creating a fertile environment for new business ventures, residential development, and community well-being.

A key priority remains the expansion and modernization of our water and wastewater systems. Critical components that support current needs while also laying the foundation for future development. By investing in these systems, the City is actively positioning itself to attract new industrial, commercial, retail, and housing opportunities. Expanding utility capacity supports existing residents and businesses and makes Eloy more attractive to developers seeking to establish or grow within our community.

Our Mayor and City Council have demonstrated an unwavering commitment to this vision by prioritizing the responsible management of the City's financial obligations. This includes a concerted effort to pay down existing WIFA loans, which will enhance the City's borrowing capacity for future infrastructure projects. This disciplined approach ensures we are prepared to respond to growth opportunities while maintaining a strong fiscal position.

This budget also allocates contingency funding to our enterprise funds to support operational stability. These allocations are designed to ensure that our utility and sanitation divisions have the financial resources necessary to operate effectively while continuing toward long-term self-sustainability. By reinforcing the economic health of these critical service areas, we are investing in a future where these operations can meet community needs independently and efficiently.

Together, these investments underscore our collective commitment to building a thriving, resilient, and forward-looking City of Eloy. A city that is ready to meet the demands of tomorrow while delivering on the promises of today.

Taxes:

City Sales Tax rates will increase in the FY 2025-2026 budget. City Sales Tax is anticipated to reach \$9,554,125, showing a slight increase of \$337,140 or approximately 3.66% compared to the previous fiscal year. This boost primarily stems from better-than-expected revenue collections across various sectors, including retail, construction, manufacturing, and utility taxes. Additionally, the primary property tax rate will be decreased by \$0.0346 from \$1.0115 to \$0.9769 per \$100 assessed valuation. Currently, the City does not levy a secondary property tax, which is a reflection of our strong and stable financial



position. However, as the City continues to grow and the needs of the community expand, it may be prudent to consider discussions around the potential implementation of a secondary property tax to support future infrastructure and community facility demands.

Utility Rates:

On April 11, 2022, the City Council adopted Resolutions 22-1528 and 22-1529, authorizing increases to the rates and charges for the City's water and sewer systems. Following the approved rate schedule, water and sewer rates will increase by 11% on November 1, 2025, with subsequent annual increases occurring each November 1st for the following two years.

These rate adjustments are critical to ensuring the long-term sustainability and resilience of the City's water and wastewater systems. The additional revenue will support essential wet infrastructure repairs and upgrades necessary to maintain system reliability, regulatory compliance, and environmental stewardship. Furthermore, the increased revenue will enhance the City's financial capacity to secure new debt obligations and support the \$15.4 million for wastewater infrastructure improvements and the \$4.8 million for water system improvements identified in the capital improvement plan. These investments are aimed at expanding system capacity to meet future demand and to strategically support residential and commercial growth strategically, ensuring the infrastructure is well-positioned to accommodate continued development across the community.

Sanitation Rates:

Effective August 1, 2025, sanitation rates and fees will increase in alignment with the City's new solid waste and recycling collection contract with Waste Management (WM). Residential rates will increase by \$4.31 monthly, from \$25.73 to \$30.04. Residential service will continue to include once-a-week collection for both trash and recycling. Commercial rates and fees will also increase modestly, with adjustments based on container size and frequency of service.

The City is excited to begin this new partnership with WM, a recognized leader in the waste management industry. We look forward to working collaboratively to enhance service delivery, improve operational efficiency, and expand recycling options for our residents. This new contract reflects the City's ongoing commitment to environmental sustainability and high-quality service for our community.

User Fees:

As we prepare for the FY 2025-2026 budget, we remain focused on delivering quality services that meet our community's growing needs. In response to rising inflation, increased demand, and the rising costs of essential services, City staff have thoughtfully reviewed and updated the rates and fees for our many services.

We are pleased to share that an updated City of Eloy Consolidated Rate and Fee Schedule will take effect on August 1, 2025. This updated schedule reflects our continued commitment to transparency, fairness, and ensuring that service fees accurately reflect the cost of providing them.

The rates and fees schedule will be reviewed annually as part of the annual budget process. This will help us stay responsive to changing conditions, maintain high-quality services, and make informed adjustments to ensure our community continues to receive the value and service it deserves.

Enhancing Departmental Efficiency:

As part of our strategic commitment to operational excellence and responsible stewardship of public resources, City leadership continues to comprehensively assess departmental functions to identify opportunities for greater efficiency and effectiveness. We are pleased to report that, once again, we were able to develop departmental budgets without the need for reductions or flat funding. This achievement directly reflects our employees' exceptional work within existing resource constraints. A true testament to their dedication, innovation, and resilience. The resulting budgets were developed with a clear focus on optimizing internal operations to better support service delivery to Eloy residents. This year's budget prioritizes investments that streamline processes, modernize systems, and eliminate redundancies to do more with less while maintaining high service standards. By reinforcing departmental efficiency and workforce well-being, we are laying the foundation for sustainable growth and enhanced service delivery across all government areas.

Recognizing current budgetary constraints, the City also strategically utilizes external consultants and contracted services to augment internal capacity and ensure uninterrupted, high-quality service to the public. This approach allows us to maintain operational effectiveness and flexibility without the immediate need to expand our full-time workforce.



As part of this broader strategy, we also conduct ongoing reviews of pay structures, minimum wage policies, and job classifications to ensure that employee compensation remains competitive and aligned with or exceeds prevailing market standards. This commitment to internal equity and organizational adaptability reinforces the City of Eloy's dedication to attracting, retaining, and supporting a high-performing workforce, even amid fiscal limitations.

Internal Equity & Employee Encouragement:

The dedicated staff of the City of Eloy form the backbone of our organization, embodying its spirit and values. Therefore, we are committed to offering competitive compensation that reflects our neighboring localities. The total allocation for salary and benefits in FY 2025–2026 amounts to \$14,157,390, marking an increase of \$409,935 compared to the previous fiscal year.

This coming year, we aim to make meaningful progress in advancing our internal equity initiatives, which aim to foster a fair, supportive, and inclusive workplace. These efforts are essential to enhancing employee morale, increasing engagement, and improving overall organizational productivity. A key component of this initiative is twofold: first, a sustained commitment to maintaining competitive compensation levels in alignment with those offered by neighboring communities; and second, fostering employee development by promoting participation in educational training and certification programs that enhance our workforce's knowledge base and support career growth within the organization.

Simultaneously, department directors actively assess staffing requirements and collaborate closely with the Human Resources Department to identify and address personnel needs. Each budget cycle, directors are encouraged to review departmental staffing levels and submit recommendations for new positions that will enhance service delivery and support departmental growth in response to evolving community demands.

Closing Reflections:

This FY 2025-2026 Budget allows the City of Eloy to continue to provide a high level of service to our citizens while continuing essential services and programs. Investing in necessary capital projects, such as wet infrastructure expansion, will make Eloy a more prosperous and economically viable community. Staff will continue aggressively pursuing economic development opportunities and exploring partnerships with the private sector and other public agencies to maximize city resources and build a better community today and in the future.

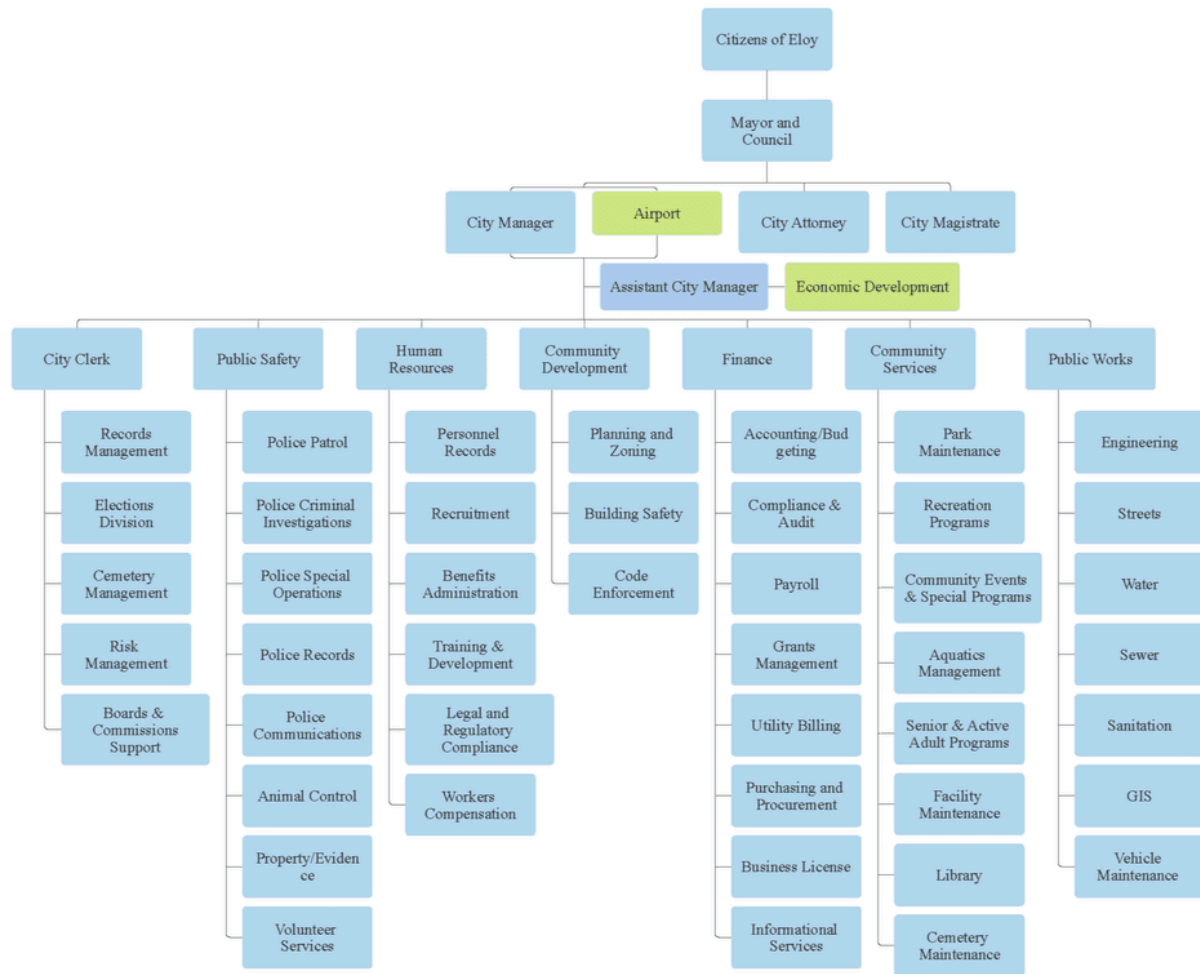
As I conclude, I wish to extend my heartfelt appreciation to Mayor Sutton and the esteemed City Council members for their invaluable insights, guidance, and forward-thinking vision throughout the year. Their contributions have provided invaluable clarity on our infrastructure and growth priorities for the city. Furthermore, a special acknowledgment is due to the Finance Director, Brian Wright, for meticulously preparing the FY 2025-2026 budget documentation. I extend my gratitude to every department head and their dedicated teams for demonstrating exemplary leadership and collective effort in crafting a financially robust budget. Lastly, I express sincere gratitude to the citizens of Eloy for their unwavering support and trust, empowering us to make a meaningful impact in our community.

I respectfully submit to the Eloy City Council and its citizens a Fiscal Year 2025-2026 Budget.

David Malewitz
City Manager
City of Eloy



Organization Chart



CITY OF ELOY

CITY COUNCIL

Andy Sutton
Mayor

Michelle McKinley-Tarango
Vice Mayor

Daniel Snyder
Council Member

Jose Garcia
Council Member

Sara Curtis
Council Member

Josephine "JoAnne" Galindo
Council Member

Michael Vodrazka
Council Member



CITY OF ELOY

MANAGEMENT TEAM

David Malewitz
City Manager

Mackenzie Letcher
Assistant City Manager

Brian Wright
Finance Director

Paul Anchondo
Community Services Director

Dan Symer
Community Development Director

Sergio Banales
Chief of Police

Celine Kidwell
City Clerk

Sylvia Payne
Human Resources Director

Matt Rencher
Public Works Director

Rodger Valdez
City Magistrate

Stephen Cooper
City Attorney

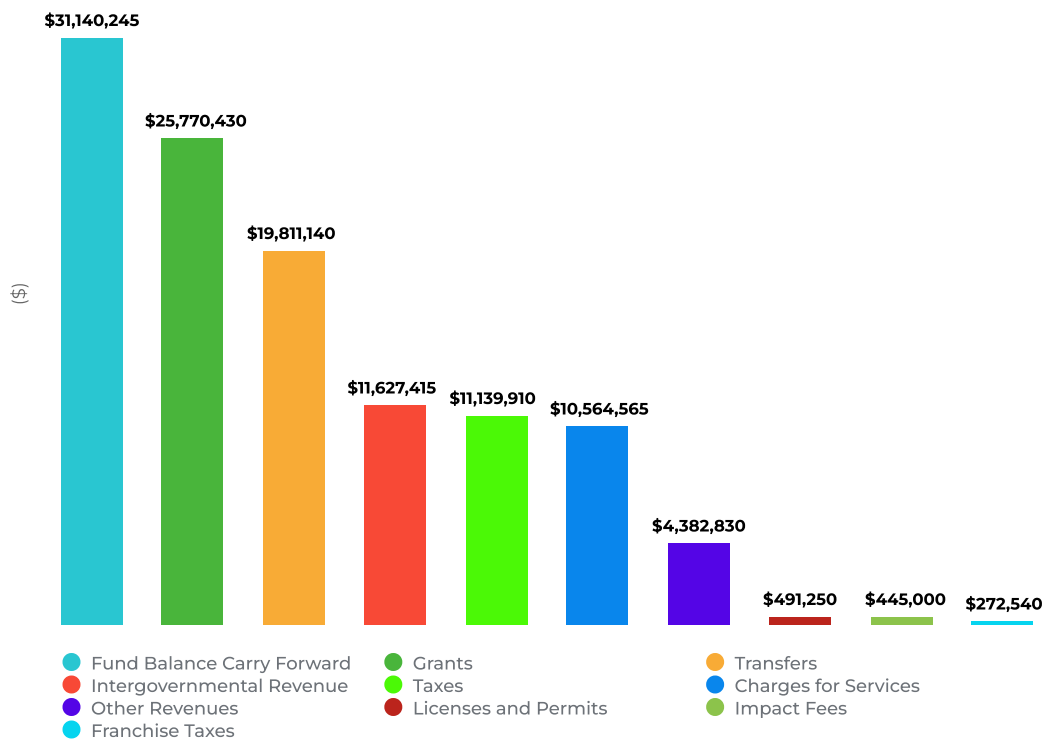


Budget Overview

A comparison of the Fiscal Year (FY) 2025-2026 budget to the previous fiscal year reveals the following information:

- The total tentative budget for the City of Eloy, before inter-fund transfers, is **\$115,645,325** for FY 2025-2026. Excluding inter-fund transfers of **\$19,811,140**, the FY 2025-2026 tentative budget will be **\$95,834,185**, which represents an increase of **\$31,389,450** or **48.7%** from last fiscal year's budget, which totaled **\$64,444,735**, excluding inter-fund transfers of **\$10,821,500**.
- Of this **\$115,645,325** annual budget, **\$40,497,320**, or **35.02%**, is the General Fund; **\$27,203,210**, or **23.52%**, is the Enterprise Funds (Water, Wastewater, and Sanitation); **\$47,915,545**, or **41.43%**, is the Special Revenue Funds (such as Streets, Capital, Grants, Airport, Cemetery, Impacts Fees); and **\$29,250**, or **.03%**, is the Perpetual Care Fund.
- Total Revenues are categorized into ten revenue sources: Taxes, Intergovernmental Revenues, Charges for Services, Franchise Taxes, Licenses, Permits, Impact Fees, Grants, Transfers, Fund Balance Carryover, and Other Revenues. See the chart below for a breakdown.
 - Fund Balance (when revenue exceeds expenses from prior years) is included in overall revenue but is not considered revenue.
 - Transfers are included in overall revenue, but it is not considered revenue.

Total Revenue by Revenue Source



Revenue Outlook

The City's Fiscal Year 2025-2026 annual budget focuses on maintaining financial stability while increasing funding for key services within budget limits. The budget carefully estimates revenues, accounting for both economic conditions and the unpredictability of some income sources. Before transfer-out and fund balance, total revenue is projected to rise by about \$9.95 million, a 24.97% increase over last year. This growth comes mainly from higher local tax revenues, driven by increased travel on Interstate 10 and inflation-related price increases in goods and materials. Other areas seeing increased fees include building permits, plan review fees, and interest income. These projections align with Arizona's 2.9% inflation rate as of March 2025.

The Consolidated Rates and Fees Schedule will be updated on August 1, 2025, ensuring that departments like Community Development, Recreation, and Sanitation charge fair and updated service fees. Also included in the Consolidated Rate and Fee Schedule are the planned rate increases in water and wastewater, which will go up by 11% on November 1, 2025, in line with Resolutions 22-1528 and 22-1529—this is the fourth of five scheduled increases. Sanitation rates and fees will see a 22.99% hike because of the new hauling fees by Waste Management.

While the budget anticipates stable one-time revenues, such as those generated from construction sales tax, it remains mindful of potential fluctuations, even with the completion of significant commercial projects. Continuous residential infill housing and a few ongoing commercial endeavors are expected to contribute to these one-time revenue sources. However, the budget strategy ensures that such revenues aren't earmarked for ongoing operational expenses, acknowledging their variability from year to year. This approach safeguards the City's ability to deliver quality services without overly relying on revenue from large-scale construction ventures.

General Fund Revenues

The City of Eloy is pleased to share a positive and promising financial forecast for the upcoming fiscal year 2025–2026. The General Fund is projected to receive total revenues of \$21,819,930, complemented by an additional \$18,677,390 from the fund balance. This brings the total projected revenue budget to \$40,497,320. Even more encouraging is that this represents an increase of \$6,273,955, or 18.33%, compared to the previous year—clear evidence of Eloy's steady and healthy economic momentum.

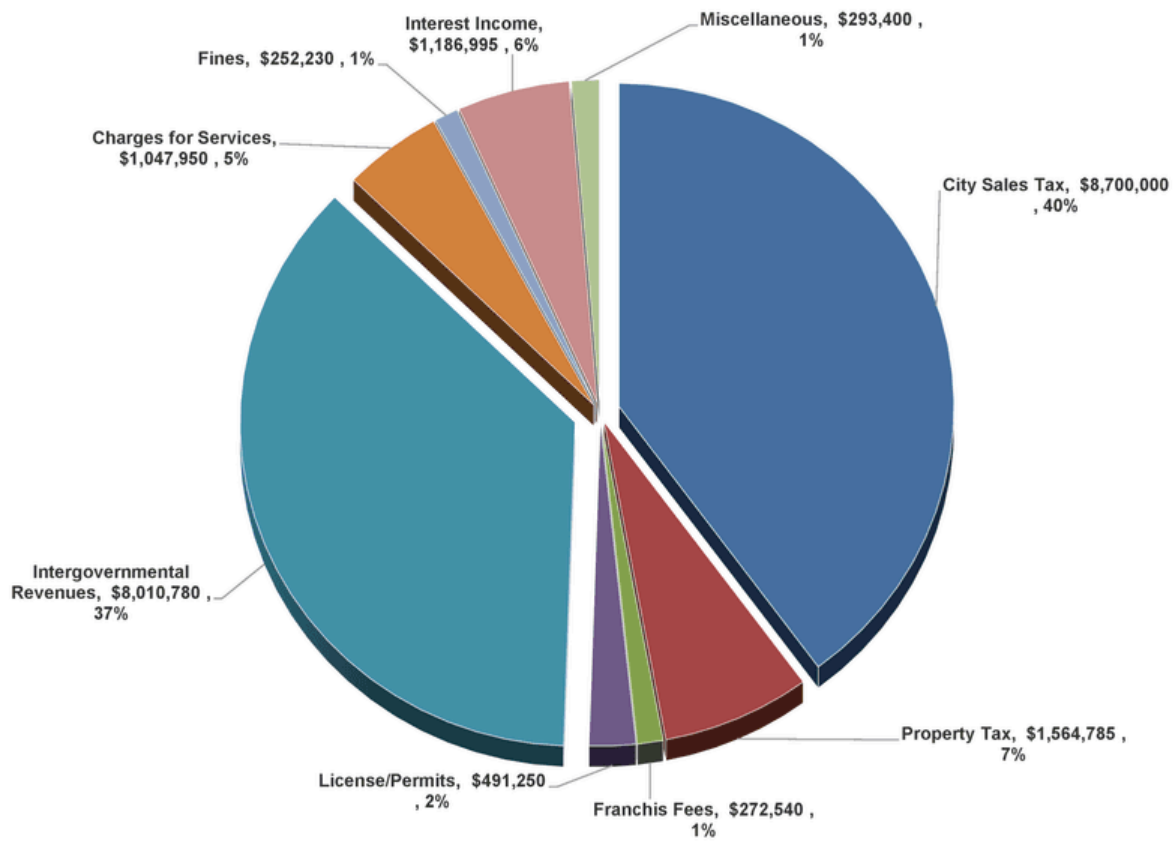
Several key revenue streams are fueling this growth:

- City Sales Taxes are anticipated to rise by \$337,140, a 4.03% increase, reflecting a stronger local economy powered by higher activity in retail, manufacturing, and service sectors. This is a positive signal that Eloy is becoming an even more attractive place to shop, work, and do business.
- Charges for Services are projected to see a remarkable jump of \$615,000, a 188.36% increase. This surge is largely due to an increase in plan review fees, particularly for solar-related projects, an exciting indication of growing interest in sustainable energy and continued development within the community.
- State Shared Revenues, which include funds from State Income Tax, Sales Tax, and Vehicle License Tax, are expected to grow by \$429,925, or 5.67%. This uptick stems from better-than-expected collections in State Sales and Vehicle License Taxes, helping to offset lower income tax revenues during the final year of Arizona's flat income tax phase-in.
- Other Revenue Sources are also seeing a boost, increasing by \$879,340, or a stunning 90.40%. This rise is attributed to stronger-than-anticipated interest earnings and an uptick in general recreation fees, yet another sign that more residents and visitors enjoy what Eloy offers.
- Primary Property Tax is expected to decrease modestly, from \$1.0115 to \$0.9769 per \$100 of assessed valuation for FY 2025–2026. Despite the lower rate, revenues from property taxes are projected to increase by \$95,920, reaching a total of \$1,551,780.

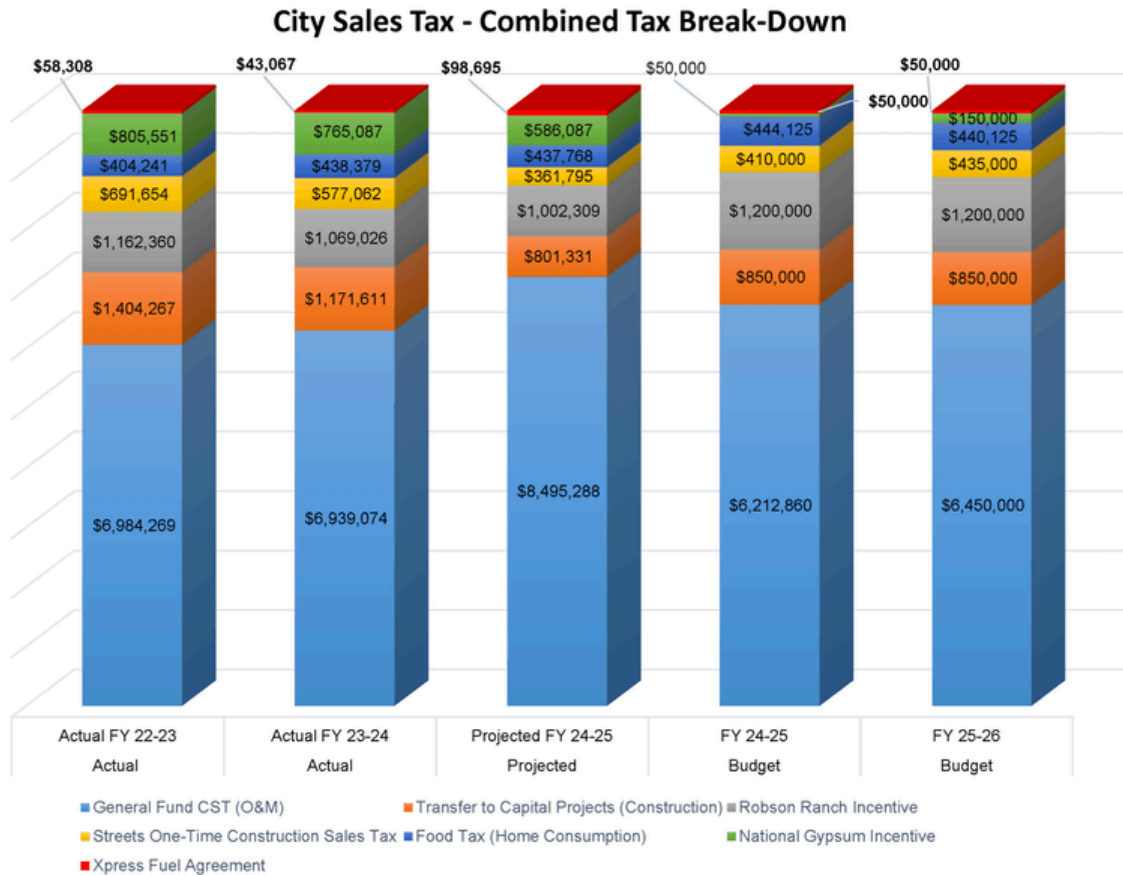
These revenue increases reflect a growing, vibrant community with expanding opportunities and responsible fiscal stewardship. Eloy is on a strong financial path, and the City is committed to continuing this momentum by investing in services, infrastructure, and quality of life for all who live, work, and visit here. It's an exciting time to be part of the City of Eloy!



Where does the General Fund money come from?



City Sale Tax



In the FY 2025-2026 budget, total City Sales Tax is anticipated to reach \$9,575,125, showing an increase of \$358,140 or approximately 3.89% compared to the previous fiscal year. This primarily stems from better-than-expected revenue collections across various sectors, including retail, construction, manufacturing, and utility taxes. City Sales Tax is levied on a range of transactions, including the sale of goods, food purchases from stores, alcohol sales, restaurant meals, and hotel stays, among others.

City Sales Tax revenue is distributed across three distinct funds:

1. General Fund - \$8.700 million
2. Economic and Community Fund - \$440,125
3. Streets One-Time Fund - \$435,000

Within the General Fund, City Sales Tax funds are allocated for general operational expenses and the fulfillment of tax incentive agreements. These incentive agreements, which require approval from the City Council, serve as incentives to expedite residential and commercial development. They are typically structured based on a percentage of revenue collected from construction and retail taxes for specific taxpayers.

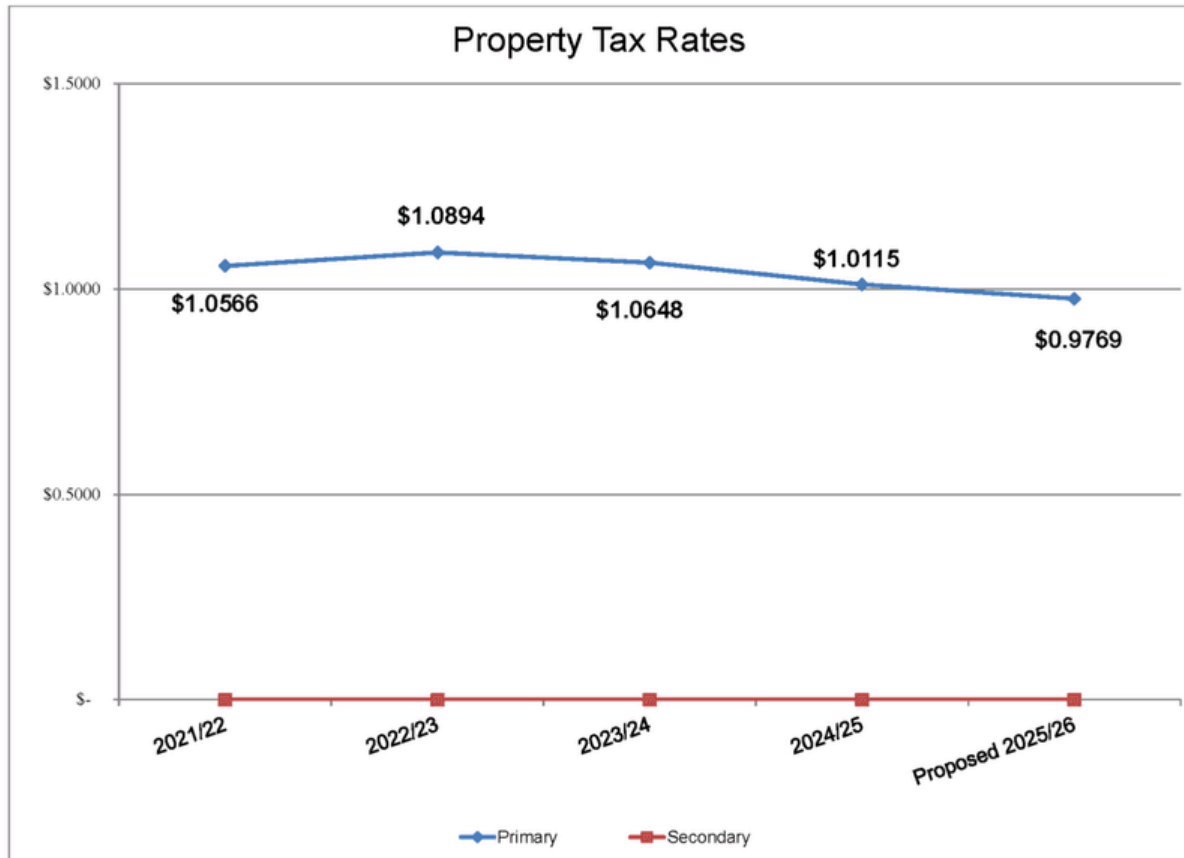
Here's the General Fund breakdown of the \$8.700 million:

- General Fund operations: \$6.450 million
- Transfer to the Capital Projects Fund: \$850,000
- Robson Ranch Incentive Payment: \$1.2 million
- National Gypsum Incentive Payment: \$150,000
- Xpress Fuels Incentive Payment: \$50,000

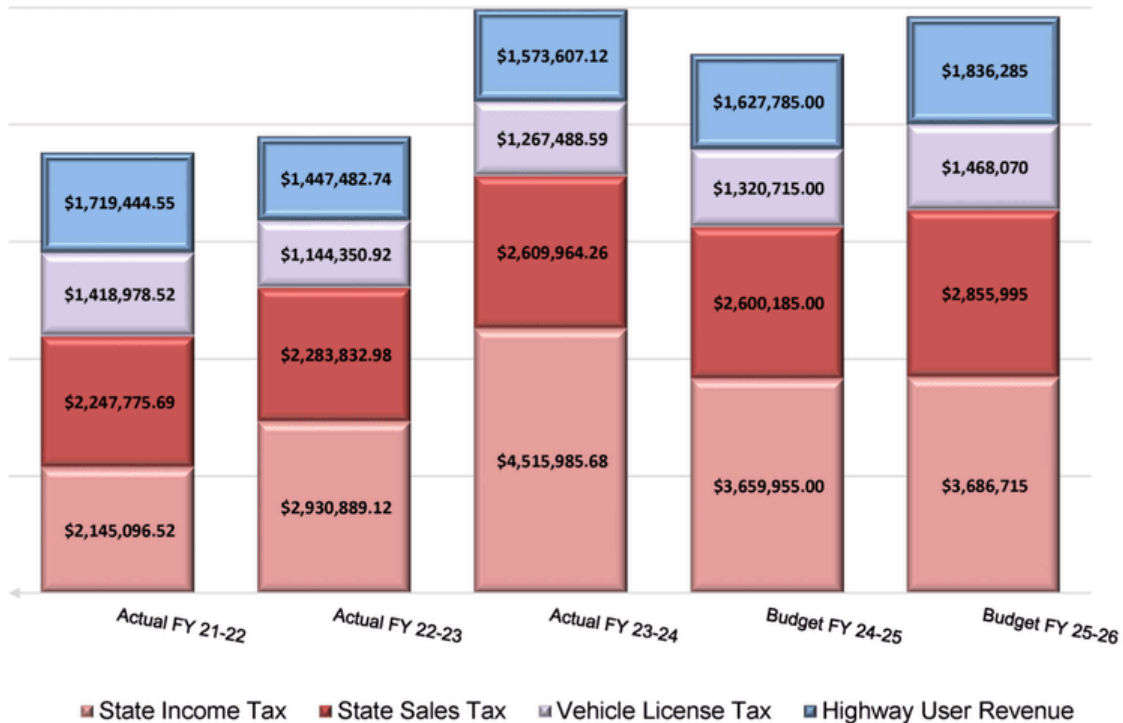


Primary Property Tax

The primary property tax rate for FY 2025-2026 is set to decrease from \$1.0115 to \$.9769 per \$100 assessed valuation. At this rate, the City anticipates collecting \$1,564,785 in property tax revenue, marking a \$95,920 increase compared to last year's collection of \$1,468,865. Of this increase, \$65,219 stems from assessments on new construction, while \$29,446 is attributed to rising assessed valuations. For instance, if a home has an assessed valuation of \$100,000, the annual primary property tax for the City would amount to \$97.69 at the rate of \$.9769 per \$100 assessed valuation.



State Shared Revenues



State Shared Revenues include State Income Tax, State Sales Tax, and Vehicle License Tax, which are accounted for in the General Fund. Highway User Revenue, on the other hand, is recorded in the Streets Fund.

These revenues are distributed to cities and towns based on population estimates provided by the U.S. Census Bureau as of July 1 of the previous year. For FY 2025-2026, the distribution will rely on the July 2023 population estimate. The Census Bureau typically releases these estimates in late May of the following year.

The preliminary State Shared Revenue Report was issued in March, using population data from the previous year. The final report, with final population figures, is issued in late May. For example, the estimated population of the City of Eloy is 18,994, which represents a 2.52% increase compared to the prior year, with 466 more residents. The information below is acquired from the Arizona League of Cities and Towns Preliminary State Shared Revenue Report based on March preliminary numbers.

- **State Income Tax** - \$3,686,715 (ADOR estimates a \$26,760 or 0.73% increase in income tax over the prior year)
- **State Sales Tax** - \$2,855,995 (ADOR estimates a \$255,810 or 9.84% increase in state sales tax over the prior year)
- **Vehicle License Tax** - \$1,468,070 (ADOT estimates a \$147,355 or 11.16% increase in vehicle license tax over the prior year)
- **Highway User Revenue** - \$1,836,285 (ADOT estimates a \$208,500 or 12.81% increase in the gas tax over the prior year)

NOTE:

- **State Income Tax** - Originally enacted by the voters in 1972 in exchange for cities and towns giving up the authority to assess local income taxes and local luxury taxes (liquor and tobacco). The FY 2026 ADOR estimate for URS is \$1,186,300,000, approximately (6.46%) less than last year's estimate of \$1,268,200,000.
- **State Transaction Privilege Tax (TPT)** - Cities and towns receive 25% of the total collections of TPT imposed at the State level. The FY 2026 ADOR estimate for state shared TPT is \$918,000,000, approximately 2.00% higher than last year's estimated figure of \$900,000,000.
- **Vehicle License Tax (VLT)** - Approximately 20% of the revenues collected by ADOT for the registration of motor vehicles are distributed to cities and towns. The ADOT estimate of the total VLT distribution to cities and towns for FY 2026 is \$347,094,000, approximately 6.26% more than last year's estimate of \$326,637,000.
- **Highway User Revenue Fund (HURF)** - HURF is primarily funded by the 18 cents per gallon tax on gasoline, so it's often referred to as the "gas tax". The ADOT estimate of the total HURF distribution to cities and towns for FY 2026 is \$525,455,000, approximately 5.40% more than last year's estimated figure of \$498,547,000.



General Fund Expenditures

In FY 2025-2026, total General Fund expenditures, including inter-fund transfers of \$19,802,390, amount to \$40,497,320. This marks a notable increase of \$6,273,955, equivalent to 18.33%, compared to the previous year's budget. This increase can be attributed to several factors.

In 2023, the City Council approved Resolution 23-1562, allocating \$5 million from the General Fund's balance to establish a new Economic Incentive Fund, reinforcing the City's commitment to economic development. Additionally, more than \$11.27 million is being invested in the Water and Wastewater Funds to support critical infrastructure improvements. To further enhance the City's capacity for future projects, \$2.4 million is also being used to retire existing debt, increasing bonding flexibility for upcoming infrastructure expansion.

Furthermore, this budget has seen increased operating costs, such as in utilities, fuel, services, contractual subscription agreements, contracts, supplies, and materials, contributing to this budgetary growth. The City is committed to employee growth and retention, thus budgeting a 4% COLA effective July 1, 2025. Despite these rising costs, the budget maintains provisions for all existing programs and services while ensuring a balanced departmental budget. A contingency budget of \$1.4 million has been established to address any unforeseen projects or expenses. However, the utilization of Contingency Funds requires approval from the City Council.

As part of the FY 2025-2026 budget, \$18,677,390 from the General Fund reserves, also known as Fund Balance, is proposed to be allocated for one-time capital projects, debt reduction and assigned fund balance commitments. As of the FY 2023-2024 audit, the Fund Balance in the General Fund stood at \$35,274,337.

The General Fund reserves will be utilized as follows:

- \$2,637,390 transferred to the Water Fund
 - \$1,782,390 for Capital Infrastructure
 - \$855,000 for Debt Reduction
- \$11,040,000 transferred to the Wastewater Fund
 - \$9,495,000 for Capital Infrastructure
 - \$1,545,000 for Debt Reduction
- \$5,000,000 transfer to the Economic Incentive Fund per Resolution 23-1562



Employee Compensation and Benefits

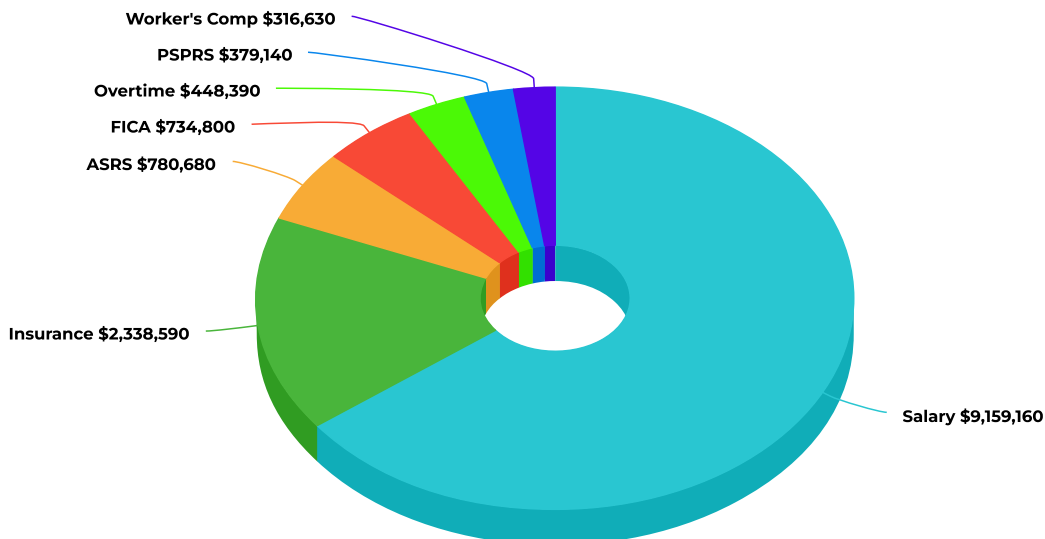
For FY 2025-2026, the total cost of all employee salaries and benefits is estimated at \$14,157,390, representing a 2.98% increase, or \$409,935, over last year's budget of \$13,747,455. Here's a closer look at the breakdown:

- Salaries are projected to total \$9,159,160, an increase of \$205,455 or 2.29% from the previous year.
- Employee benefits are estimated at \$4,549,840, rising by \$160,515 or 3.65%.
- A proposed 4% general salary increase for all employees, effective July 1, 2025, pending Council approval.

The key changes contributing to the overall increase in salaries and benefits:

- A proposed 4% general salary increase for all employees, effective July 1, 2025, subject to Council approval. This accounts for approximately \$401,250, including benefits.
- The City is updating its pay scale, setting the new minimum wage at \$14.90 per hour.
- The Council approved a new two-year contract for the Magistrate Judge, totaling \$190,190, including benefits.
- A new Clerical Specialist position is being added to the Community Development, and the total cost, including benefits, is \$63,900.
- Two part-time Recreation Leaders have been combined into one full-time Recreation Leader position, resulting in an additional cost of \$18,350, including benefits.
- One-time payouts for potential retirements are estimated at \$108,000, including benefits.
- The Arizona State Retirement System (ASRS) contribution rate is slightly decreasing from 12.27% to 12.00%, with total expected contributions of \$780,680.
- Public Safety Personnel Retirement System (PSPRS) contributions are at 13%, with total expected contributions of \$379,140.
- Anticipated increases in BlueCross BlueShield of Arizona healthcare premiums range from 2% to 3%, alongside modest increases in dental, vision, and life insurance rates. The City is actively negotiating with providers to secure the most competitive renewal rates.

Personnel Summary



Enterprise Funds

The Enterprise budgets, which consist of Water, Wastewater, and Sanitation, are \$27,203,210 or \$9,687,555 more than the previous year's budget. In FY 2025-2026, staff will implement the fourth phase of the rate and fee increase for both Water and Wastewater on November 1, 2025. This rate and fee increase will help fund the operation and maintenance of the Water and Wastewater Systems, along with funding new debt obligations for capital improvements. In the Sanitation Fund, a new hauling contract takes effect August 1, 2025, increasing rates and fees to residential and commercial customers. The General Fund will also transfer \$13,677,390 to fund retiring WIFA debt obligations and capital infrastructure projects to the Water, Wastewater, and Sanitation Funds.

- **Water Fund** - Projected water fund revenues for the upcoming year are estimated at \$3,809,900—an increase of \$361,320 or 10.48% over the prior year. This growth is primarily driven by the scheduled implementation of the fourth phase of the water rate adjustment on November 1, 2025 (per Resolution 22-1529), higher anticipated CAP water sales to the City of Surprise, and increased interest income.

Water fund expenditures are projected at \$8,466,010, reflecting a significant rise of \$3,445,080, or 68.63%, compared to the previous year. This increase is largely attributed to efforts to reduce outstanding debt and invest in vital capital infrastructure improvements and system expansion. For a comprehensive overview of these capital initiatives, please refer to the Capital Section.

- **Wastewater Fund** - Projected revenues, before transfers-in and fund balance, will be \$1,953,865, which is \$199,615 or 11.38% more than the prior fiscal year. This increase is primarily due to the 11% utility rate increase, which will be implemented on November 1, 2025, per Resolution 22-1528.

Wastewater expenditures will be \$15,013,435, which is \$7,184,185 or 91.76% more than the previous year. This increase is largely attributed to efforts to reduce outstanding debt and to invest in vital capital infrastructure improvements and system expansion. For a comprehensive overview of these capital initiatives, please refer to the Capital Section.

- **Sanitation Fund** - Projected revenues, before transfers-in, will be \$3,523,765, which is an increase of \$1,181,290 or 50.43% more than the previous fiscal year. This increase is primarily due to new trash accounts, new residential/commercial rates due to the new hauling contract with Waste Management, and a significant increase in landfill dumping fees.

Sanitation expenditures will be \$3,723,765, which is \$943,710 or 20.22% less than the previous year. This decrease is primarily due to the purchasing of over \$1.9 million in capital equipment in previous fiscal year. For a more detailed understanding of the Capital Projects, refer to the Capital Section.



Special Revenue Funds

The City's Special Revenue Funds are vital in supporting a wide range of community-focused programs and infrastructure initiatives. These funds are specifically designated for particular purposes, ensuring transparency and accountability in allocating and spending resources. They include areas such as Streets, LTAF (Local Transportation Assistance Fund), Grants, Capital Projects, Impact Fees, Smart and Safe Initiatives, WIFA (Water Infrastructure Finance Authority), Economic Incentives, Airport operations, Cemetery services, and other subsidy-supported activities.

After accounting for transfers, the total budget for all Special Revenue Funds totals \$47,915,545 for the upcoming fiscal year. This is a significant increase of \$24,425,270, or approximately 104%, compared to last year's total. This notable growth reflects the City's proactive efforts to invest in critical infrastructure and strategic community development.

The primary drivers of this increase include:

- New debt obligations of up to \$13 million to fund essential Water and Wastewater infrastructure projects are critical to meeting the City's long-term growth and service demands.
- The creation of a new Economic Incentives Fund with a budget of \$5 million to attract and support business growth, job creation, and economic vitality across Eloy.
- Continued investment in street-related infrastructure projects, ensuring safe, efficient, and well-maintained transportation routes for residents and visitors.

In addition to the projects already outlined, the City has thoughtfully maintained budgetary capacity within the Grants Fund to accommodate potential future grant awards that are not yet reflected in the current budget. This forward-looking approach is essential because, once the budget is adopted, the City is legally bound by its established expenditure limits and cannot increase them without voter approval.

By preserving this flexibility, the City ensures it is prepared to take full advantage of grant opportunities that may arise during the fiscal year, allowing us to pursue additional resources that enhance community services and infrastructure without delay.



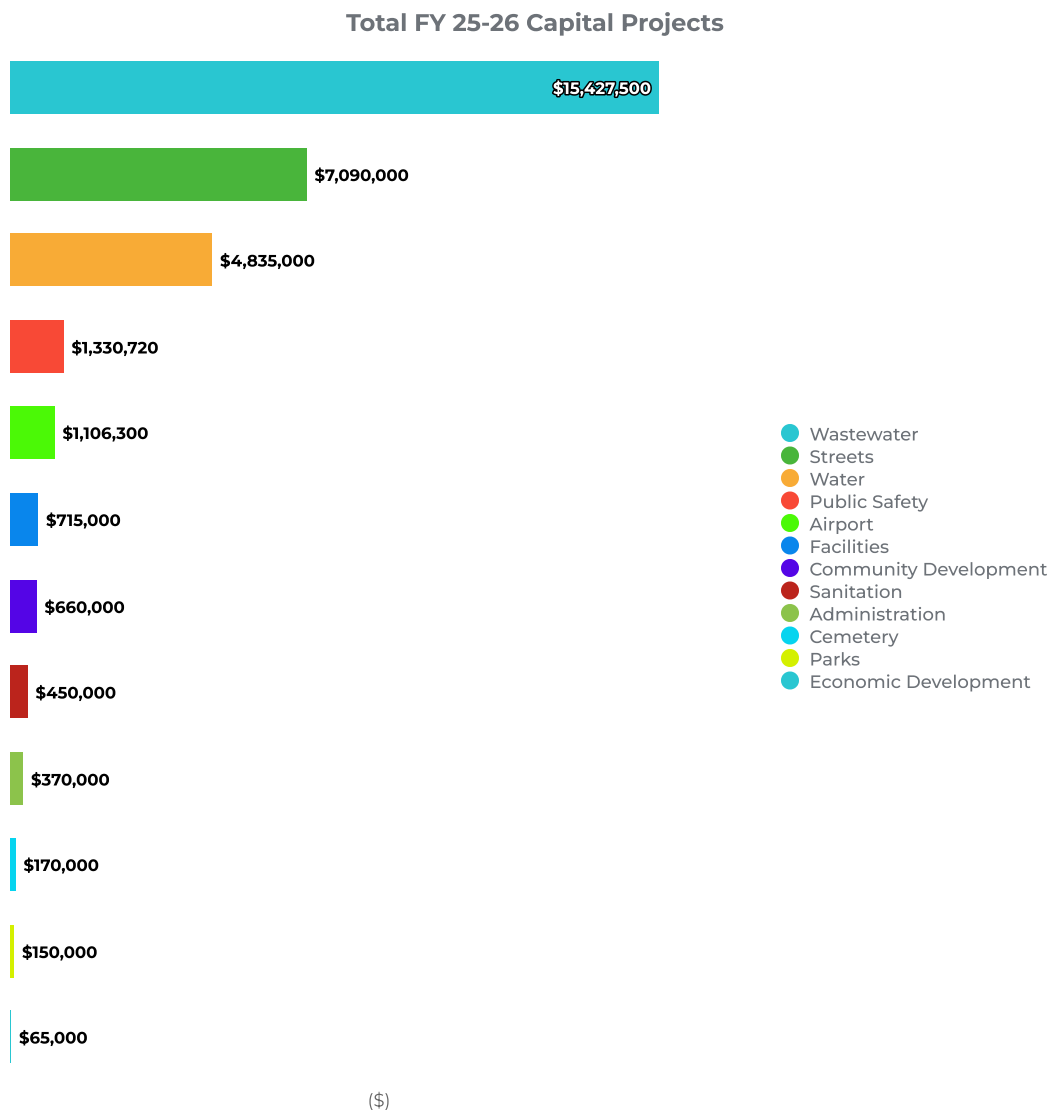
Capital Projects

The City is investing boldly in its future through an expanded Capital Projects budget for Fiscal Year 2025-2026. A total of 79 Capital Projects are planned, reflecting our continued commitment to improving infrastructure, enhancing community amenities, and supporting long-term growth.

The total budget allocated for Capital Projects—excluding the Grants Fund—is \$32,244,520, a significant increase of \$13,755,585, or 74.40 percent, over the previous fiscal year of \$18,488,935. This increase highlights the City's proactive approach to addressing key needs across various departments and preparing for future opportunities.

To provide a clear picture of how these funds are distributed, the accompanying chart offers a breakdown of Capital Projects by fund along with their respective funding amounts.

The Capital Improvements section provides comprehensive details on each project for those interested in exploring the full scope of what's ahead.



Personnel Highlight

In the Fiscal Year 2025–2026 budget, the City of Eloy continues to invest in a dedicated and diverse workforce that serves the community across a wide range of departments and services. The City's personnel structure is designed to ensure efficient operations, responsive public service, and the flexibility to meet Eloy's current and future needs.

The personnel budget includes 141.1 Full-Time Equivalent (FTE) positions, reflecting the collective efforts of various employment types who support the City's mission and strategic goals. This includes:

- **120** full-time employees, who provide the backbone of day-to-day city operations—from public safety to utilities to parks, planning, and administration.
- **7** elected officials, who guide City governance and policy through strategic leadership and civic representation.
- **7** regular part-time employees, who offer important ongoing support in key functional areas, contributing valuable skills and continuity in service delivery.
- **30** seasonal employees are essential in meeting the demands of specific programs and services throughout the year, such as recreation and the magistrate court.

This structure allows the City to remain agile and efficient while delivering high-quality services across departments. Including seasonal and part-time staff also provides the flexibility to respond to peak workloads and programmatic needs without long-term budget commitments.

As Eloy continues to evolve, the City remains committed to evaluating staffing needs, investing in employee development, and maintaining a workforce that reflects the values and priorities of its community.

Key recommendations incorporated into the personnel budget

- A proposed 4% general salary increase for all employees, effective July 1, 2025, subject to Council approval. This accounts for approximately \$451,250, including benefits.
- The City is updating its pay scale, setting the new minimum wage at \$14.90 per hour.
- The Council approved a new two-year contract for the Magistrate Judge, totaling \$190,190, including benefits.
- A new Clerical Specialist position is being added to the Community Development Department, and the total cost, including benefits, is \$63,900.
- Two part-time Recreation Leader roles have been combined into one full-time Recreation Leader position, resulting in an additional cost of \$18,350, including benefits.
- One-time payouts for potential retirements are estimated at \$108,000, including benefits.
- The Arizona State Retirement System (ASRS) contribution rate is slightly decreasing from 12.27% to 12.00%, with total expected contributions of \$780,680.
- Public Safety Personnel Retirement System (PSPRS) contributions remain at 13%, with projected contributions of \$379,140 for the fiscal year.
- Anticipated increases in BlueCross BlueShield of Arizona healthcare premiums range from 2% to 3%, alongside modest increases in dental, vision, and life insurance rates. The City is actively negotiating with providers to secure the most competitive renewal rates.



**CITY OF ELOY
PERSONNEL SUMMARY
FOR FISCAL YEAR 2025 - 2026**

Fund	Dept. Name	FTE Approved	FTE Funded	Salary	O/T	Personnel Costs FY 25-26	Personnel Costs FY 24-25	% Change in Personnel	FICA	Retirement	Insurance	Worker's Comp	Total Personnel Cost FY 25-26
10	General Fund												
10-409	Economic Development	2.00	2.00	207,140	0	\$207,140	0	n/a	\$15,840	\$24,850	\$42,000	\$560	\$290,390
10-410	City Council	7.00	7.00	\$79,200	\$0	\$79,200	\$79,200	0.0%	\$6,080	\$0	\$0	\$220	\$85,500
10-411	Human Resources	3.00	3.00	\$231,150	\$770	\$231,920	\$198,600	16.8%	\$17,740	\$27,820	\$33,300	\$620	\$311,400
10-412	G.I.S.	1.00	1.00	\$28,730	\$0	\$28,730	\$27,790	3.4%	\$2,130	\$3,350	\$8,240	\$70	\$42,520
10-414	City Clerk	2.00	2.00	\$142,580	\$2,040	\$144,620	\$233,150	-38.0%	\$11,070	\$17,350	\$44,040	\$380	\$217,460
10-415	Magistrate Court	4.10	4.10	\$309,630	\$460	\$310,090	\$253,355	22.4%	\$23,710	\$33,600	\$64,560	\$3,190	\$435,150
10-416	City Manager	2.00	2.00	\$247,980	\$5,500	\$253,480	\$391,485	-35.3%	\$19,390	\$30,420	\$22,200	\$670	\$326,160
10-417	Finance	6.00	6.00	\$335,360	\$810	\$336,170	\$267,000	25.9%	\$25,720	\$40,340	\$58,770	\$900	\$461,900
10-419	Community Development	9.00	9.00	\$599,160	\$1,430	\$600,590	\$569,060	5.5%	\$45,940	\$72,070	\$192,360	\$7,290	\$918,250
10-420	Parks Maintenance	6.00	6.00	\$333,980	\$12,180	\$346,160	\$330,100	4.9%	\$26,480	\$41,540	\$99,720	\$11,940	\$525,840
10-421	Recreation Programs	15.00	15.00	\$548,910	\$15,740	\$564,650	\$607,390	-7.0%	\$43,140	\$54,450	\$79,350	\$8,440	\$750,030
10-422	Library	3.00	3.00	\$165,390	\$3,580	\$168,970	\$161,515	4.6%	\$12,920	\$20,280	\$55,230	\$460	\$257,860
10-423	Community Services Administration	2.00	2.00	\$245,380	\$260	\$245,640	\$198,400	23.8%	\$18,800	\$29,480	\$46,560	\$650	\$341,130
10-424	Police Admin.	11.00	11.00	\$782,590	\$60,390	\$842,980	\$743,770	13.3%	\$64,490	\$101,530	\$214,320	\$19,760	\$1,243,080
10-425	Field Operations	29.00	29.00	\$2,419,750	\$283,180	\$2,702,930	\$2,746,055	-1.6%	\$206,770	\$357,110	\$591,990	\$139,290	\$3,998,090
10-426	Vehicle Maintenance	3.00	3.00	\$69,690	\$1,510	\$71,200	\$70,085	1.6%	\$5,360	\$8,420	\$32,540	\$2,180	\$119,700
10-427	Facility Maintenance	4.00	4.00	\$190,410	\$9,020	\$199,430	\$186,260	7.1%	\$15,250	\$23,940	\$63,600	\$7,650	\$309,870
10-428	Public Works Admin	5.00	5.00	\$53,520	\$80	\$53,600	\$50,865	5.4%	\$4,090	\$6,420	\$12,490	\$1,140	\$77,740
	General Fund Total	114.10	114.10	\$6,990,550	\$396,950	\$7,387,500	\$7,114,080	3.8%	\$564,920	\$892,970	\$1,661,270	\$205,410	\$10,712,070

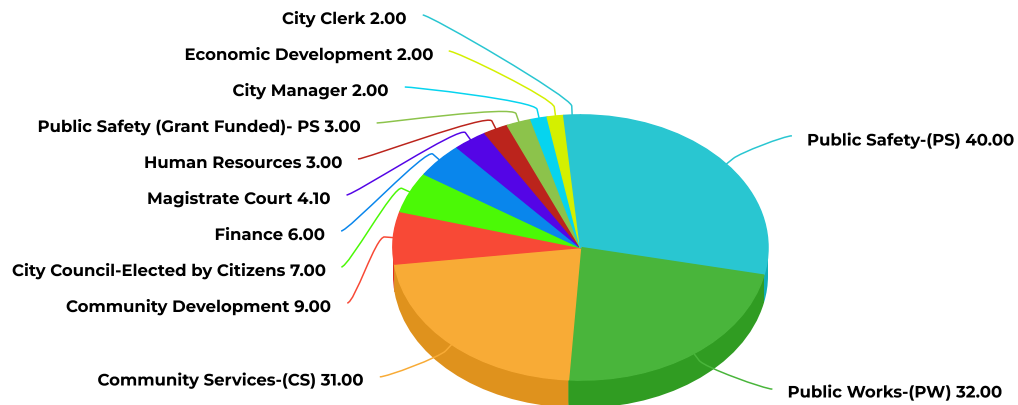


**CITY OF ELOY
PERSONNEL SUMMARY
FOR FISCAL YEAR 2025 - 2026**

Fund	Dept. Name	FTE Approved	FTE Funded	Salary	O/T	Personnel Costs FY 25-26	Personnel Costs FY 24-25	% Change in Personnel	FICA	Retirement	Insurance	Worker's Comp	Total Personnel Cost FY 25-26
15	Streets Fund												
15-455	Streets	10.00	10.00	\$764,280	\$13,450	\$777,730	\$814,990	-4.6%	\$59,540	\$93,420	\$243,220	\$56,030	\$1,229,940
	Streets Fund Total	10.00	10.00	\$764,280	\$13,450	\$777,730	\$814,990	-4.6%	\$59,540	\$93,420	\$243,220	\$56,030	\$1,229,940
33	Grants Fund												
33-472	HITDA Grant	1.00	1.00	\$44,180	\$0	\$44,180	\$79,740	-44.6%	\$3,380	\$5,410	\$19,800	\$2,340	\$75,110
33-474	GITEM Grant	1.00	1.00	\$44,180	\$0	\$44,180	\$43,120	2.5%	\$3,380	\$5,410	\$19,800	\$2,340	\$75,110
33-479	Toltec SRO Grant	1.00	1.00	\$73,030	\$3,060	\$76,090	\$69,770	9.1%	\$5,820	\$9,170	\$20,610	\$4,020	\$115,710
	Grants Fund Total	3.00	3.00	\$ 161,390	\$ 3,060	\$164,450	\$192,630	-11.0%	\$12,580	\$19,990	\$60,210	\$8,700	\$265,930
50	Water Fund												
50-451	Water	9.00	9.00	\$616,560	\$18,810	\$635,370	\$661,525	-4%	\$48,630	\$76,290	\$170,060	\$20,930	\$951,280
	Water Fund Total	9.00	9.00	\$616,560	\$18,810	\$635,370	\$661,525	-4%	\$48,630	\$76,290	\$170,060	\$20,930	\$951,280
53	Wastewater Fund												
53-452	Wastewater	1.00	1.00	\$296,740	\$8,000	\$304,740	\$286,500	6%	\$23,320	\$36,610	\$81,540	\$10,040	\$456,250
	Wastewater Fund Total	1.00	1.00	\$296,740	\$8,000	\$304,740	\$286,500	6%	\$23,320	\$36,610	\$81,540	\$10,040	\$456,250
56	Sanitation Fund												
56-454	Sanitation	3.00	3.00	\$269,700	\$6,000	\$275,700	\$233,165	18%	\$21,070	\$33,090	\$91,390	\$13,660	\$434,910
	Sanitation Fund Total	3.00	3.00	\$269,700	\$6,000	\$275,700	\$233,165	18%	\$21,070	\$33,090	\$91,390	\$13,660	\$434,910
57-459	Cemetery Fund	1	1	\$59,940	\$2,120	\$62,060	\$55,240	12%	\$4,740	\$7,450	\$30,900	\$1,860	\$107,010
	Cemetery Fund Total	1	1	\$59,940	\$2,120	\$62,060	\$55,240	12%	\$4,740	\$7,450	\$30,900	\$1,860	\$107,010
	GRAND TOTAL	141.10	141.10	\$9,159,160	\$448,390	\$9,607,550	\$9,358,130	2.7%	\$734,800	\$1,159,820	\$2,338,590	\$316,630	\$14,157,390

** Salary and Benefits for City Clerk, Human Resources, Finance, Field Operations, Vehicle Maint., Public Works Admin., Water, Sewer, Sanitation, and Streetst all have positions allocated to various funds based on a percentage. The FTEs are the number of employees in the department.

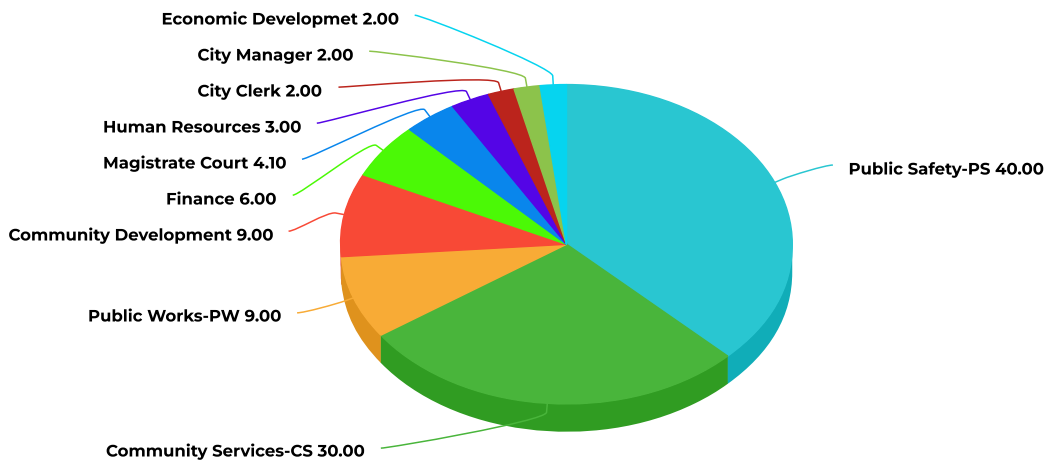
Total Position by Department



General Fund FTE

Departments	2022	2023	2024	2025	2026	Change from 2025
Economic Development	0	0	0	0	2	2
Human Resources	3	2.5	2.5	3	3	0
G.I.S.-PW	1	1	1	1	1	0
City Clerk	3	3	3	3	2	-1
Magistrate Court	4	4.1	4.1	4.1	4.1	0
City Manager	2	2	2	3	2	-1
Finance	6	6	6	6	6	0
Community Development	7.5	9	9	8	9	1
Park Maintenance-CS	6	6	6	6	6	0
Recreation Programs-CS	15.8	15.8	15.8	15.3	15	-0.3
Library-CS	3.5	3.5	3.5	3	3	0
Community Services-CS	2	2	2	2	2	0
Police Administration-PS	10	10	10	10	11	1
Field Operations-PS	30	30	30	30	29	-1
Vehicle Maintenance-PW	3	3	3	3	3	0
Facility Maintenance-CS	4	4	4	4	4	0
Public Works Admin.-PW	5	5	5	5	5	0
Total General Fund Positions	105.8	106.9	106.9	106.4	107.1	0.7

General Fund Positions

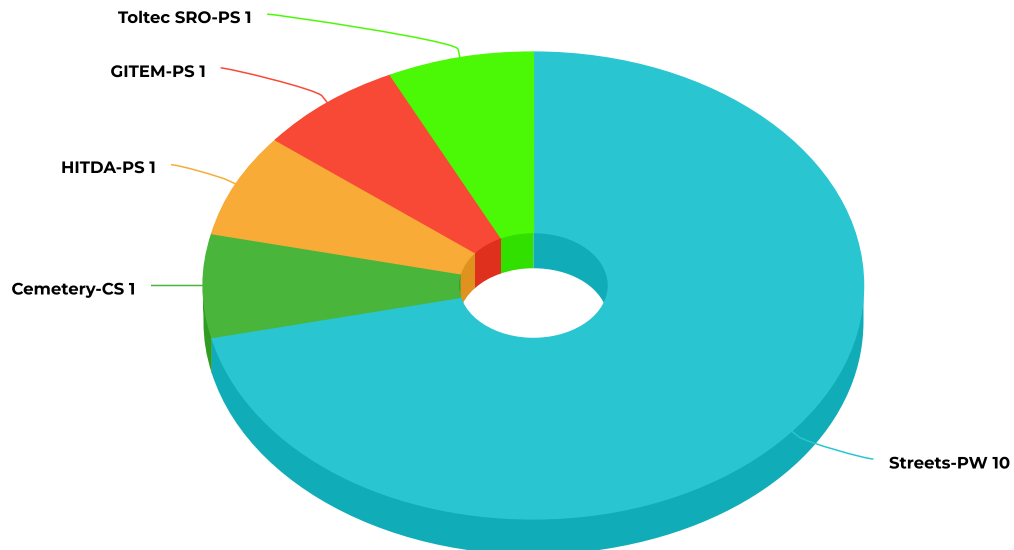


Special Revenue Funds

Full-Time Equivant (FTE) Positions

Departments	2022	2023	2024	2025	2026	Change from 2025
Streets-PW	10	10	10	10	10	0
Cemetery-CS	1	1	1	1	1	0
HITDA-PS	1	1	1	1	1	0
GITEM-PS	1	1	1	1	1	0
Toltec SRO-PS	1	1	1	1	1	0
Total Special Revenue Positions	14	14	14	14	14	0

Special Revenue Positions

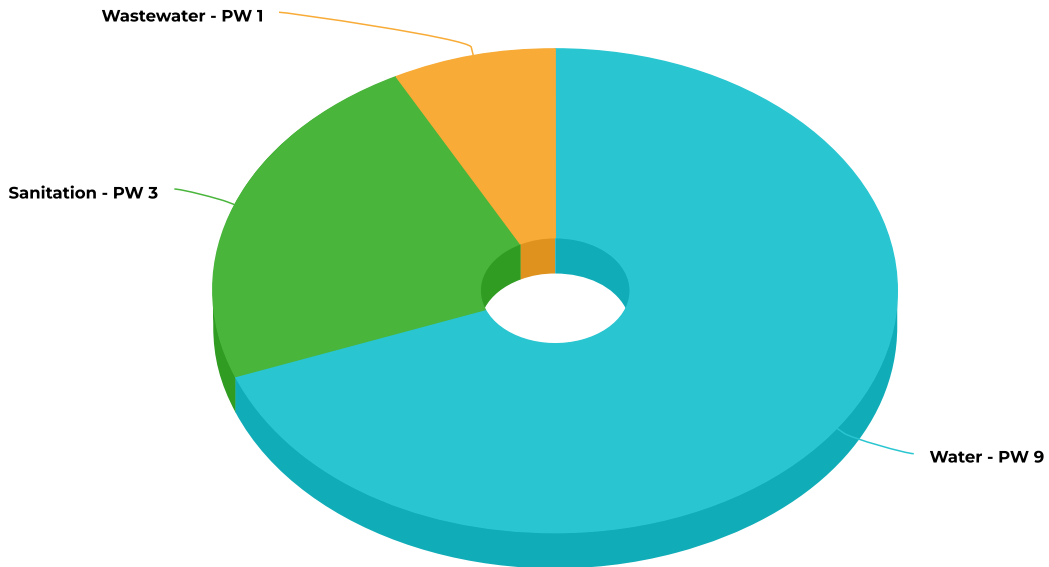


Enterprise Funds FTE

Full-Time Equivant (FTE) Positions

Departments	2022	2023	2024	2025	2026	Change from 2025
Water-PW	9	9	9	9	9	0
Wastewater-PW	1	1	1	1	1	0
Sanitation-PW	3	3	3	3	3	0
Total Enterprise Fund Positions	13	13	13	13	13	0

Enterprise Positions

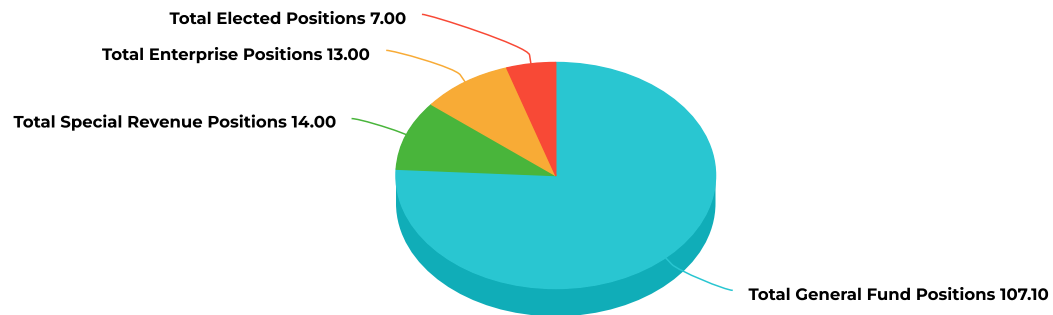


Citywide FTE Positions by Fund

Full-Time Equivalent (FTE) Positions and Elected Officials

	2022	2023	2024	2025	2026	Change from 2025
General Fund - Non Elected	105.8	106.9	106.9	106.4	107.1	107.1
Enterprise Funds - Non Elected	13	13	13	13	13	13
Special Revenue Funds - Non Elected	14	14	14	14	14	14
City Council -Elected	7	7	7	7	7	7
Total Non-Elected and Elect	139.8	140.9	140.9	140.4	141.1	0.7

Total Citywide Positions



FUND SUMMARIES





Summary of All Funds

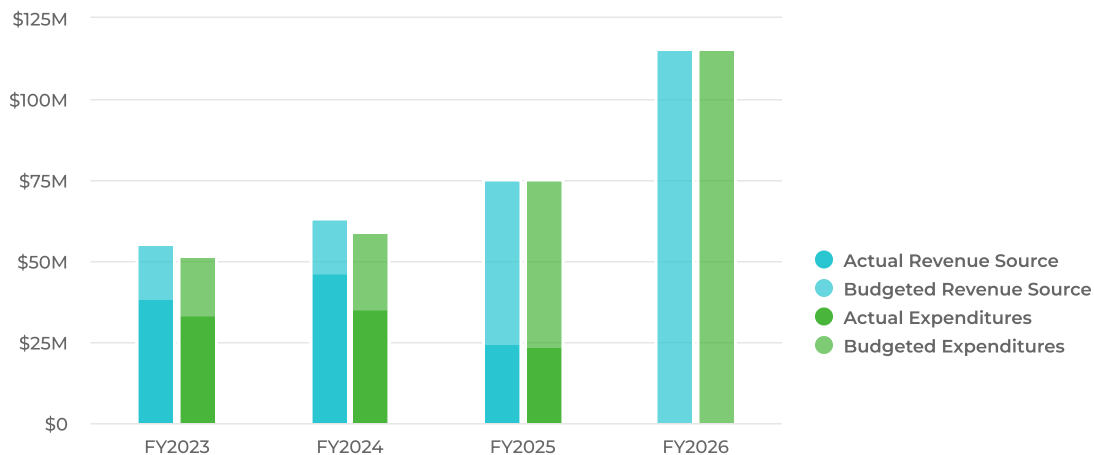
Summary

The City of Eloy's FY 2024-2025 budget is **\$115,645,325** before any inter-fund transfers are considered. However, excluding inter-fund transfers totaling **\$19,811,140**, the budget became **\$95,834,185**.

In August 2020, the voters approved Proposition 444, which changed the budget structure to a Permanent Base Adjustment budget instead of the previous "Home Rule" option. For FY 2025-2026, the city's expenditure limitation is **\$49,823,275**. Considering allowable exclusions totaling approximately **\$51,008,260**, the actual expenses subject to this limitation amount to **\$44,825,925**.

Compared to the previous year's budget of **\$64,444,735**, the FY 2025-2026 budget sees an increase of **\$31,389,450**, representing a **48.71%** increase. This increase is influenced by various factors, including an aggressive capital improvement plan (\$32 million) in addition to inflationary price increases that have affected all operating expenses, fuel costs, maintenance agreements, subscription agreements, contingency allocations, and salary adjustments.

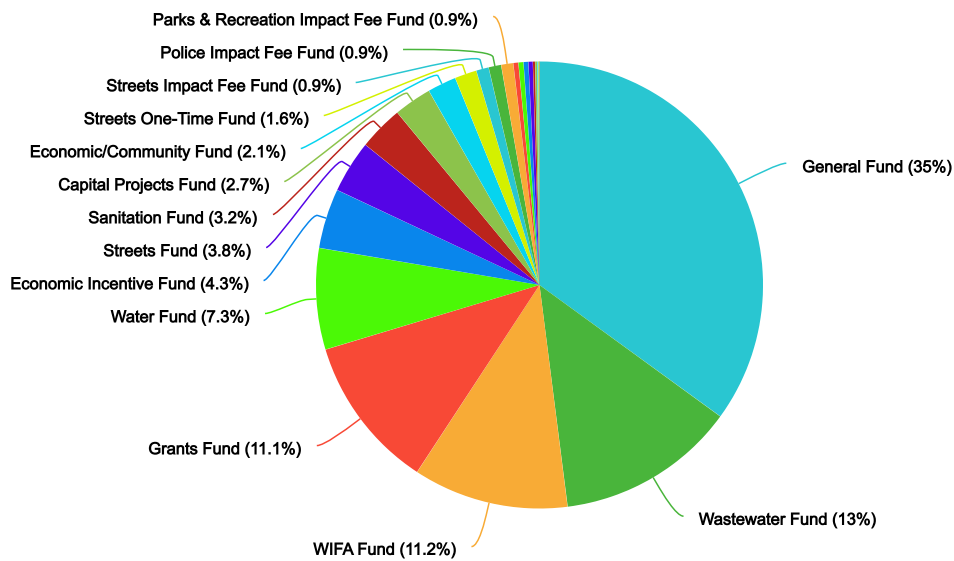
Looking at the complete budget of **\$115,645,325**, which includes transfers between funds, we see that 35.02% (**\$40,497,320**) goes to the General Fund, 23.52% (**\$27,203,210**) to Enterprise Funds (Water, Sewer, and Sanitation), 41.43% (**\$47,915,545**) to Special Revenue Funds (such as Streets, Capital, Grants, Airport, Cemetery, Economic Incentive, Impact Fees), and just 0.03% (**\$29,250**) to the Perpetual Care Fund.



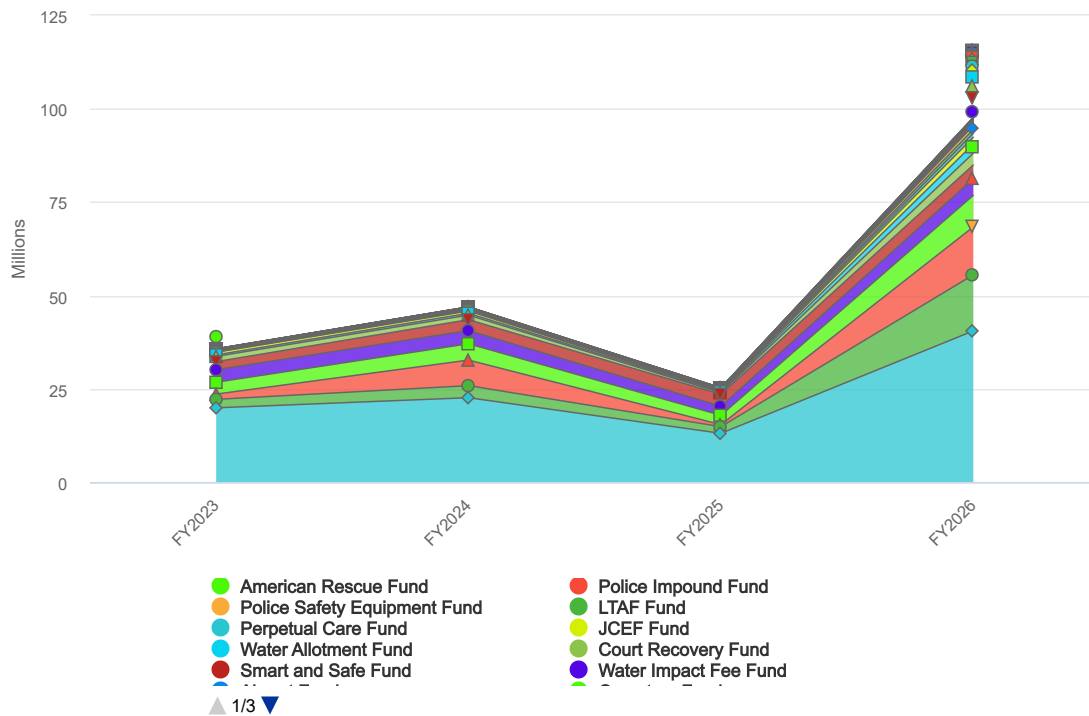
** Total budget includes transfers. However, when presenting the budget to the City Council, transfers are not included in the total budget.

Revenue by Fund

2026 Revenue by Fund



Budgeted and Historical 2026 Revenue by Fund

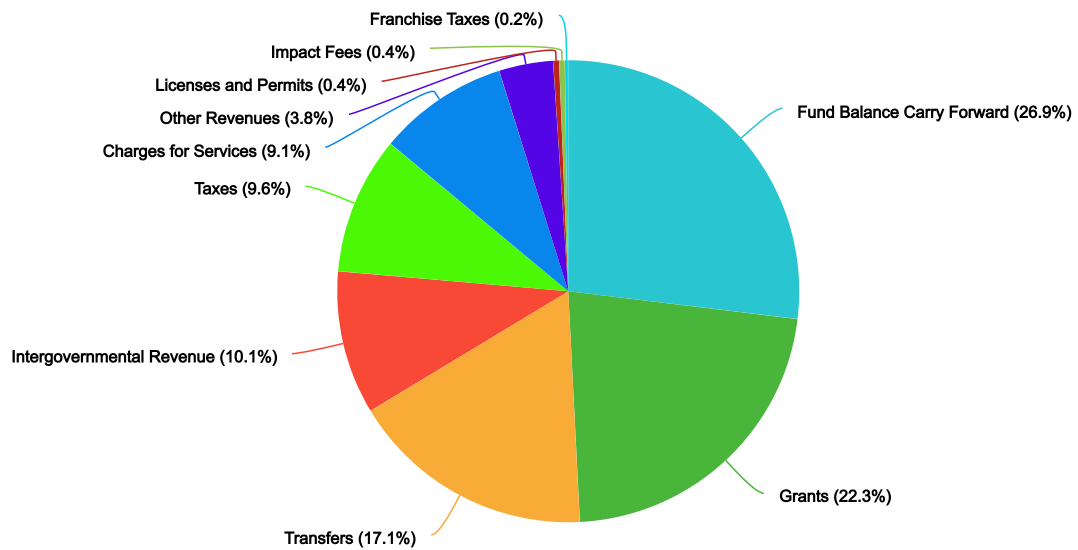


Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
General Fund	\$19,872,756	\$22,590,640	\$13,037,494	\$34,223,365	\$40,497,320	\$6,273,955
Streets Fund	\$3,352,535	\$3,533,177	\$2,407,519	\$3,675,590	\$4,403,020	\$727,430
Capital Projects Fund	\$1,414,625	\$1,228,181	\$414,314	\$3,685,760	\$3,166,515	-\$519,245
WIFA Fund	\$0	\$0	\$0	\$0	\$13,000,000	\$13,000,000
American Rescue Fund	\$3,277,180	\$0	\$0	\$0	\$0	\$0
Parks & Recreation Impact Fee Fund	\$129,853	\$203,498	\$154,864	\$862,865	\$1,008,900	\$146,035
Police Impact Fee Fund	\$68,180	\$98,826	\$75,729	\$937,330	\$1,040,400	\$103,070
Water Impact Fee Fund	\$639	\$10,125	\$8,693	\$349,270	\$360,450	\$11,180
Wastewater Impact Fee Fund	\$639	\$10,125	\$15,105	\$418,480	\$437,100	\$18,620
Streets Impact Fee Fund	\$117,396	\$195,504	\$143,244	\$895,385	\$1,053,560	\$158,175
Streets One-Time Fund	\$695,505	\$605,347	\$204,416	\$1,925,585	\$1,835,000	-\$90,585
LTAF Fund	\$230	\$340	\$214	\$11,190	\$11,565	\$375
Economic/Community Fund	\$410,659	\$485,521	\$258,082	\$1,891,750	\$2,422,380	\$530,630
Police Impound Fund	\$2,700	\$1,350	\$900	\$35,000	\$5,500	-\$29,500
Police Safety Equipment Fund	\$4,071	\$7,214	\$3,729	\$14,775	\$6,000	-\$8,775
Grants Fund	\$1,407,738	\$6,847,965	\$537,405	\$7,594,350	\$12,845,430	\$5,251,080
JCEF Fund	\$9,500	\$6,166	-\$2,486	\$74,855	\$58,200	-\$16,655
Court Recovery Fund	\$20,446	\$26,658	\$16,072	\$149,280	\$158,795	\$9,515
Economic Incentive Fund	\$0	\$0	\$0	\$0	\$5,000,000	\$5,000,000
Smart and Safe Fund	\$72,920	\$71,977	\$35,222	\$196,000	\$195,310	-\$690
Cemetery Fund	\$269,696	\$199,274	\$202,703	\$298,850	\$414,170	\$115,320
Water Allotment Fund	\$23,035	\$22,294	\$20,700	\$65,810	\$85,250	\$19,440
Airport Fund	\$191,498	\$229,452	\$150,099	\$428,090	\$408,000	-\$20,090
Perpetual Care Fund	\$7,477	\$18,482	\$12,970	\$15,000	\$29,250	\$14,250
Water Fund	\$3,177,464	\$4,375,389	\$2,509,601	\$5,020,930	\$8,466,010	\$3,445,080
Wastewater Fund	\$2,271,923	\$3,229,867	\$1,789,564	\$7,829,250	\$15,013,435	\$7,184,185
Sanitation Fund	\$2,160,936	\$2,914,876	\$3,220,018	\$4,667,475	\$3,723,765	-\$943,710
Total:	\$38,959,599	\$46,912,246	\$25,216,169	\$75,266,235	\$115,645,325	\$40,379,090

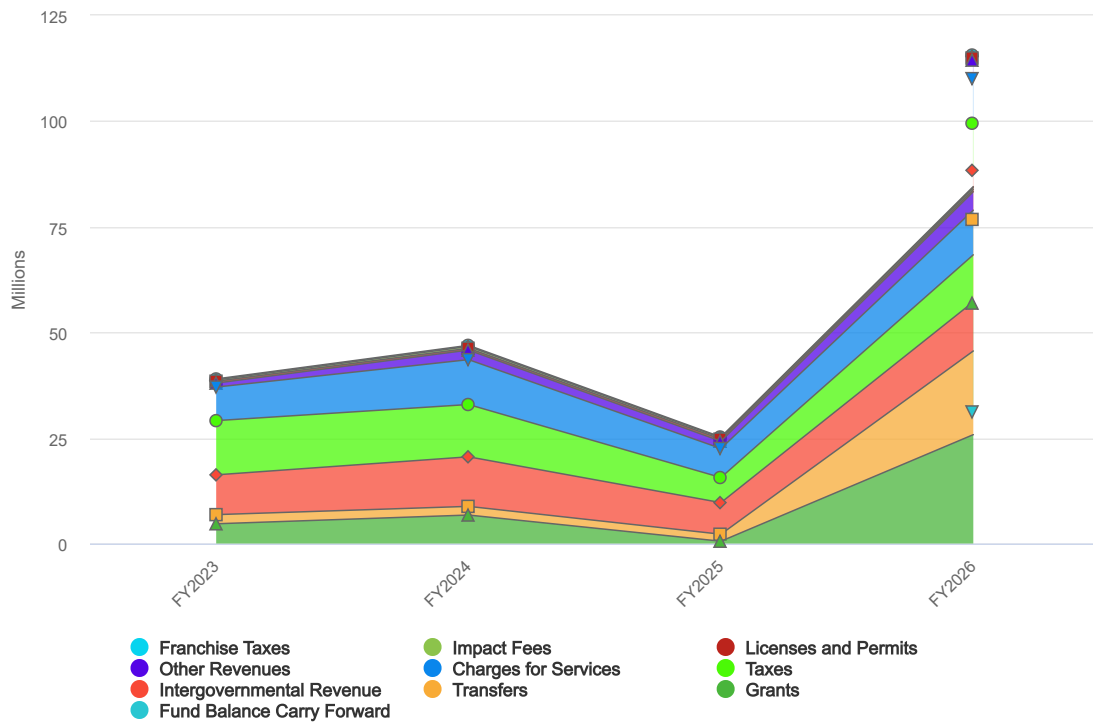


Revenues by Source

Projected 2026 Revenues by Source



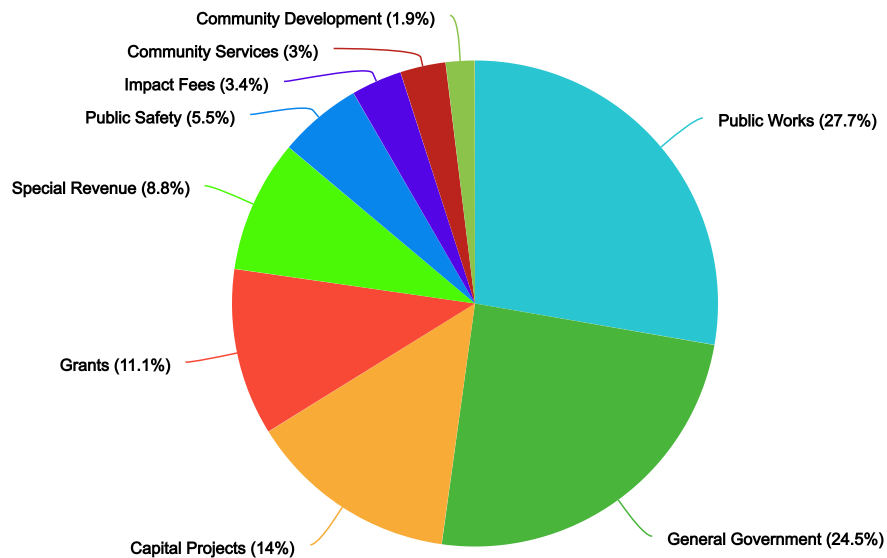
Budgeted and Historical 2026 Revenues by Source



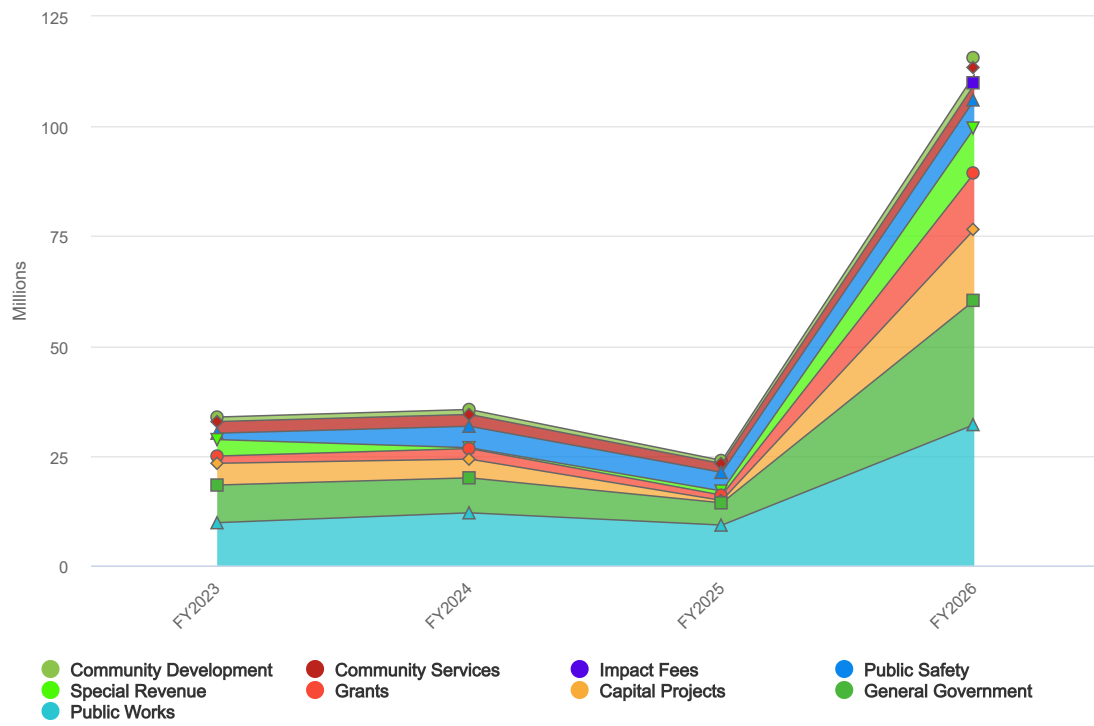
Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Revenue Source						
Taxes	\$12,836,598	\$12,380,506	\$5,941,364	\$10,685,850	\$11,139,910	\$454,060
Franchise Taxes	\$226,984	\$254,168	\$175,179	\$219,795	\$272,540	\$52,745
Licenses and Permits	\$441,733	\$425,724	\$503,251	\$401,750	\$491,250	\$89,500
Charges for Services	\$7,940,168	\$10,622,397	\$6,872,579	\$8,493,615	\$10,564,565	\$2,070,950
Impact Fees	\$313,938	\$439,634	\$331,220	\$3,463,330	\$445,000	-\$3,018,330
Intergovernmental Revenue	\$9,416,887	\$11,733,791	\$7,480,806	\$10,858,990	\$11,627,415	\$768,425
Other Revenues	\$948,396	\$2,265,906	\$1,715,257	\$2,654,005	\$4,382,830	\$1,728,825
Fund Balance Carry Forward	\$0	\$0	\$0	\$20,148,050	\$31,140,245	\$10,992,195
Transfers	\$2,167,817	\$2,049,359	\$1,659,108	\$10,821,500	\$19,811,140	\$8,989,640
Grants	\$4,667,078	\$6,740,761	\$537,405	\$7,519,350	\$25,770,430	\$18,251,080
Total Revenue Source:	\$38,959,599	\$46,912,246	\$25,216,169	\$75,266,235	\$115,645,325	\$40,379,090

Expenditures by Function

Budgeted Expenditures by Function



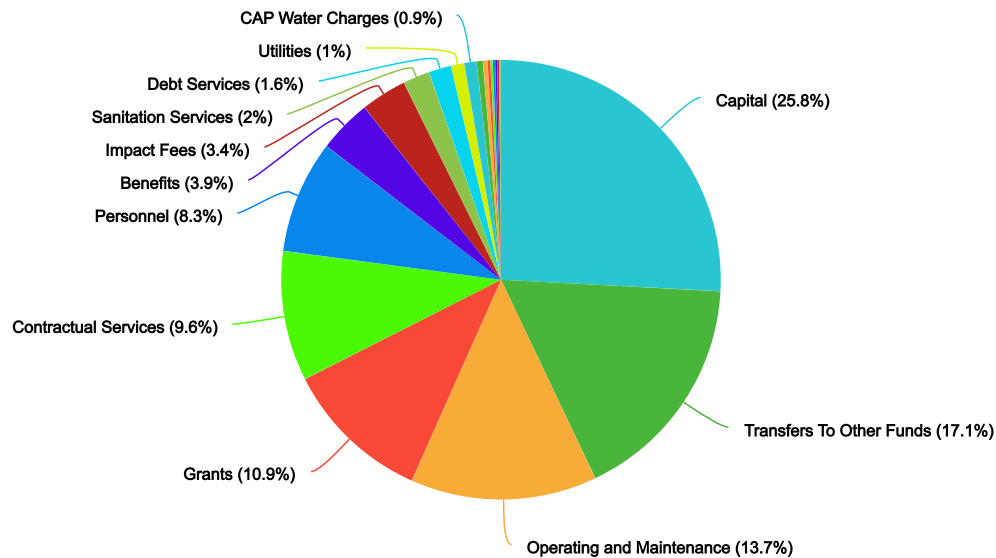
Budgeted and Historical Expenditures by Function



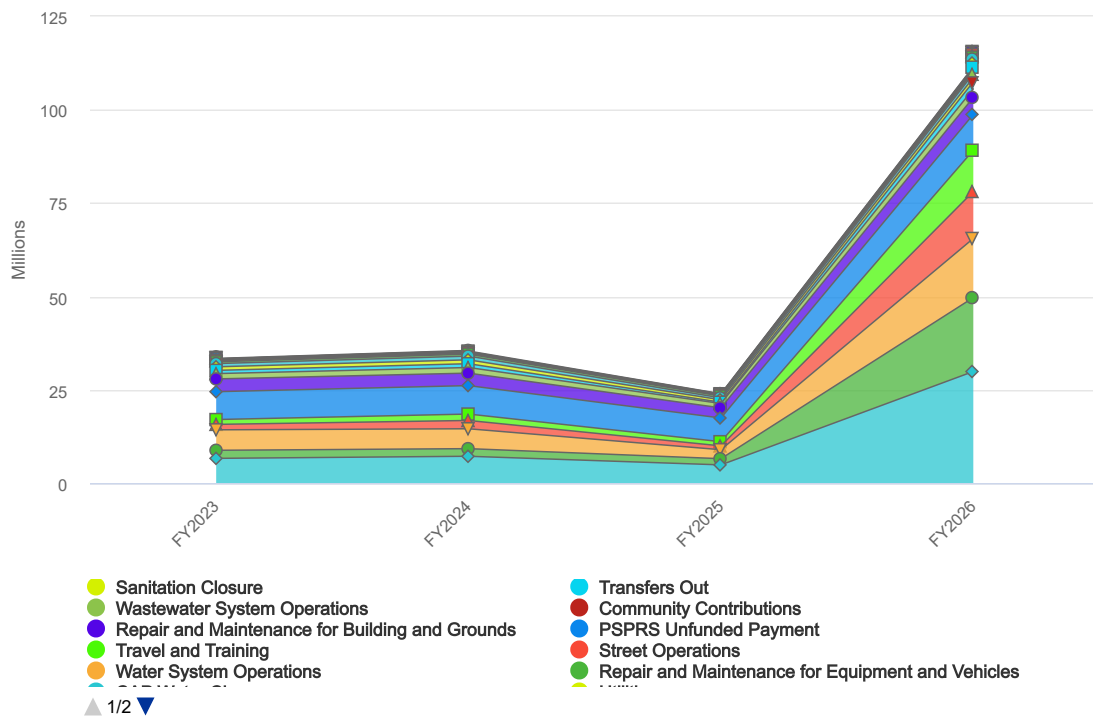
Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expenditures						
General Government	\$8,571,295	\$7,963,798	\$5,063,624	\$23,478,300	\$28,287,235	\$4,808,935
Public Works	\$9,750,525	\$11,999,019	\$9,202,896	\$21,625,565	\$32,080,990	\$10,455,425
Public Safety	\$1,456,553	\$4,884,624	\$4,238,450	\$6,129,090	\$6,410,745	\$281,655
Community Development	\$1,028,482	\$1,134,943	\$720,686	\$1,254,155	\$2,243,250	\$989,095
Community Services	\$2,638,845	\$2,685,224	\$1,998,730	\$3,228,350	\$3,495,500	\$267,150
Capital Projects	\$4,951,157	\$4,263,144	\$543,788	\$3,685,760	\$16,166,515	\$12,480,755
Impact Fees	\$0	\$0	\$0	\$3,463,330	\$3,900,410	\$437,080
Grants	\$1,646,873	\$2,400,340	\$1,203,095	\$7,594,350	\$12,845,430	\$5,251,080
Special Revenue	\$3,753,693	\$194,477	\$949,224	\$4,807,335	\$10,215,250	\$5,407,915
Total Expenditures:	\$33,797,422	\$35,525,569	\$23,920,494	\$75,266,235	\$115,645,325	\$40,379,090

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Personnel	\$7,459,860	\$7,626,558	\$6,348,683	\$9,358,130	\$9,607,550	\$249,420
Benefits	\$3,426,525	\$3,340,127	\$2,718,654	\$4,389,325	\$4,549,840	\$160,515
Operating and Maintenance	\$5,486,084	\$5,327,592	\$2,404,324	\$11,295,035	\$15,846,765	\$4,551,730
Contractual Services	\$1,298,935	\$1,717,816	\$1,123,146	\$3,058,910	\$11,060,890	\$8,001,980
Travel and Training	\$104,069	\$121,074	\$85,409	\$186,925	\$206,950	\$20,025
Community Contributions	\$107,175	\$120,266	\$118,113	\$127,900	\$165,300	\$37,400
Utilities	\$955,375	\$1,038,457	\$652,767	\$1,048,805	\$1,126,650	\$77,845
Capital	\$6,601,925	\$7,163,787	\$4,855,513	\$20,733,275	\$29,878,390	\$9,145,115
Grants	\$1,452,751	\$2,223,815	\$1,026,148	\$4,511,700	\$12,579,500	\$8,067,800
Transfers To Other Funds	\$2,163,055	\$2,041,409	\$1,659,108	\$10,821,500	\$19,802,390	\$8,980,890
Debt Services	\$865,658	\$1,016,508	\$331,165	\$2,218,215	\$1,902,915	-\$315,300
PSPRS Unfunded Payment	\$421,240	\$0	\$0	\$200,000	\$200,000	\$0
Repair and Maintenance for Equipment and Vehicles	\$466,578	\$543,186	\$479,825	\$692,980	\$534,825	-\$158,155
Transfers Out	\$4,762	\$7,950	\$0	\$0	\$8,750	\$8,750
Repair and Maintenance for Building and Grounds	\$65,409	\$77,212	\$65,678	\$159,000	\$171,250	\$12,250
Water System Operations	\$263,351	\$214,623	\$192,530	\$277,830	\$381,700	\$103,870
CAP Water Charges	\$861,457	\$995,682	\$521,963	\$1,050,000	\$1,050,000	\$0
Sanitation Closure	\$126,054	\$156,258	\$0	\$0	\$0	\$0
Street Operations	\$145,993	\$127,238	\$84,382	\$320,490	\$238,000	-\$82,490
Impact Fees	\$0	\$0	\$0	\$3,114,060	\$3,900,410	\$786,350
Wastewater System Operations	\$97,334	\$158,783	\$85,733	\$96,155	\$147,000	\$50,845
Sanitation Services	\$1,423,834	\$1,507,227	\$1,167,352	\$1,606,000	\$2,286,250	\$680,250
Total Expense Objects:	\$33,797,422	\$35,525,569	\$23,920,494	\$75,266,235	\$115,645,325	\$40,379,090





Streets Fund

The Streets Fund envisions an integrated, sustainable, and efficient transportation network that enhances residents quality of life. Its goals are to ensure safety for all road users, be responsive to public concerns, and actively engage the community in projects that impact daily life. By promoting accessibility, minimizing environmental impact, and embracing innovation, the department aims to support seamless mobility and economic development while balancing functionality and sustainability.

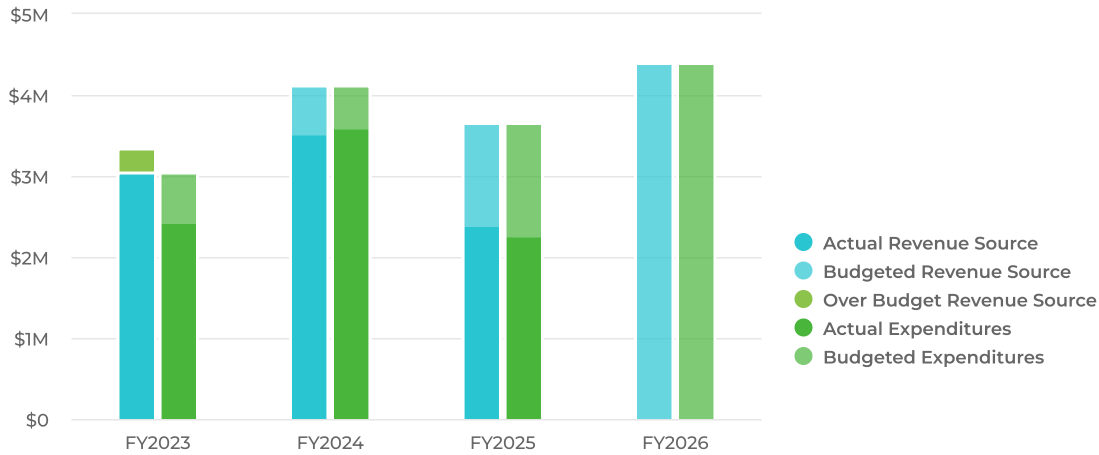
Core responsibilities include maintaining and repairing roadways through paving, resurfacing, pothole repair, and crack sealing. The department also manages street cleaning, road markings, and signage to ensure safe and clean travel conditions. Traffic control is another essential function, encompassing installing and maintaining traffic lights, signs, and pedestrian crosswalks to support safe and efficient movement throughout the community.

Additional responsibilities involve stormwater management, including upkeep of drainage systems like storm sewers and catch basins to prevent flooding. The department also maintains sidewalks and curbs to support pedestrian safety and accessibility, ensures ADA compliance, responds to hazardous conditions and accidents, manages traffic during emergencies or events, and oversees the installation and maintenance of street lighting to enhance nighttime visibility and public safety.

Summary

The City of Eloy is anticipating a total revenue of \$3,817,135 for the Streets Fund in FY 2025-2026, supplemented by \$585,885 carried forward from the fund balance, resulting in a combined budget of \$4,403,020. This marks an increase in revenue of \$727,430 or 19.79% compared to the last fiscal year. The primary driver of this growth is the anticipated rise in the Pinal 1/2 Cent Sales Tax and Highway User Revenue accounts, which is expected to climb by \$338,500 over the previous year. The increases are primarily due to increased sales tax activity across Pinal County and higher-than-anticipated revenue in gasoline tax.

Projected street expenditures for the upcoming fiscal year are estimated at \$4,403,020, representing a notable increase of \$727,430, or 19.79%, compared to the previous year. This upward trend in spending is largely driven by escalating costs associated with conducting business—particularly in the areas of supplies, materials, contracted services, and essential equipment. Despite these financial pressures, the City remains firmly committed to improving and maintaining its road infrastructure. To that end, more than \$2.15 million has been strategically allocated towards targeted road improvement initiatives, underscoring the City's ongoing dedication to enhancing transportation networks and ensuring safer, more efficient streets for all residents and visitors.

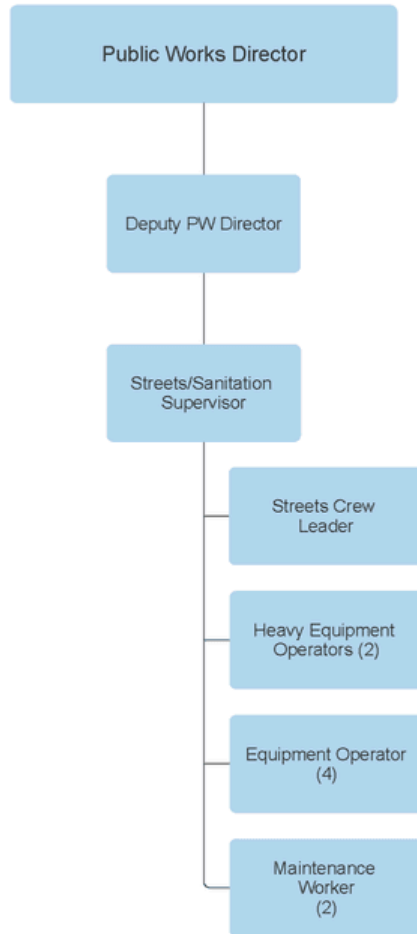


Budget Objectives

The objectives of a Streets Department budget are designed to ensure that the department has the necessary resources to maintain, repair, and improve the transportation infrastructure of a community. A well-structured budget is crucial to efficiently managing street and road services while aligning with the goals and responsibilities of the department.

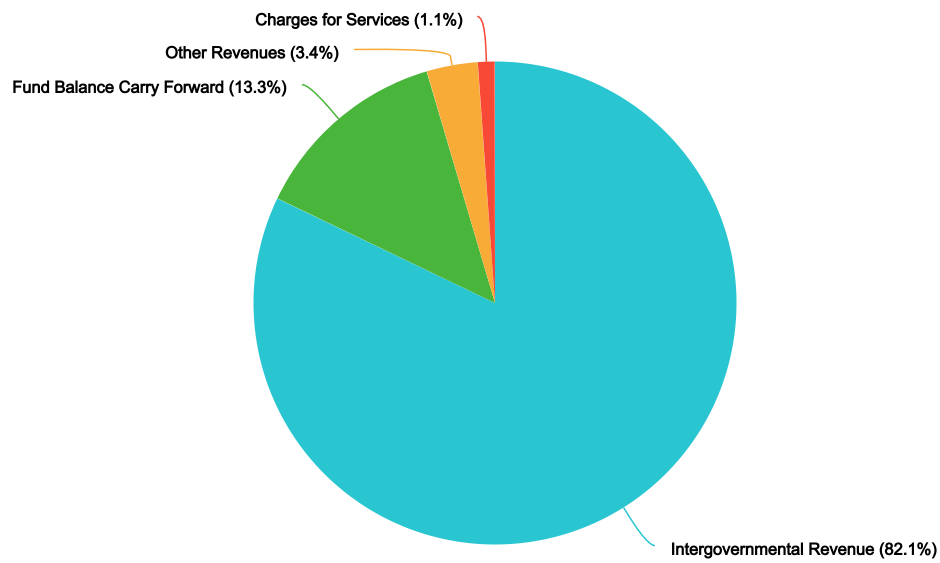
- Right-of-Way Maintenance - Maintain city right-of-way shoulders and drainage ditches through routine landscaping and mowing to ensure proper stormwater flow, particularly during the monsoon season.
- Signage Compliance and Upgrades - Repair, replace, and upgrade street name and regulatory signs in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) standards.
- Event and Emergency Traffic Control - Provides traffic control services for City of Eloy events and responds to emergencies such as flooding or traffic accidents to ensure public safety.
- Street Cleaning and Grading - Maintain clean and safe city streets by sweeping asphalt roads and implementing a scheduled grading program for all unpaved roads and shoulders.
- Vegetation and Weed Control - Apply pre-emergent and post-emergent herbicides biannually to control weed growth within the City's right-of-way areas.
- Customer Service Excellence - Deliver responsive, courteous, and timely service to all residents and visitors of the City of Eloy. Prioritize transparency by keeping the public informed about ongoing and upcoming street maintenance activities, project timelines, and service impacts through accessible communication channels.
- Roadway Condition Management - Conduct annual inspections of all asphalt roads and implement necessary pavement repairs to maintain road serviceability. Continue implementation of the Pavement Preservation Program to extend roadway life and improve safety. Proposed roads include: Toltec Rd. and Sunland Gin Rd.
- Responsive Maintenance Requests - Address citizen concerns and complaints related to right-of-way maintenance promptly and professionally to uphold community standards.
- Workforce Development - Invest in staff training, certifications, and professional development to enhance skills, promote safety, and support long-term workforce sustainability within the Street Division.

Organizational Chart

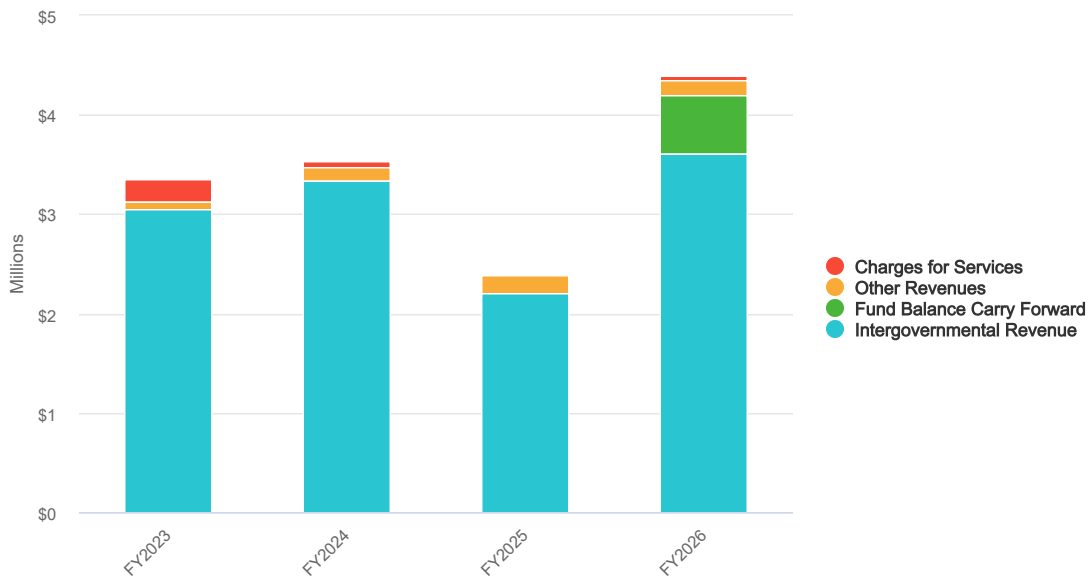


Revenues by Source

Projected 2026 Revenues by Source



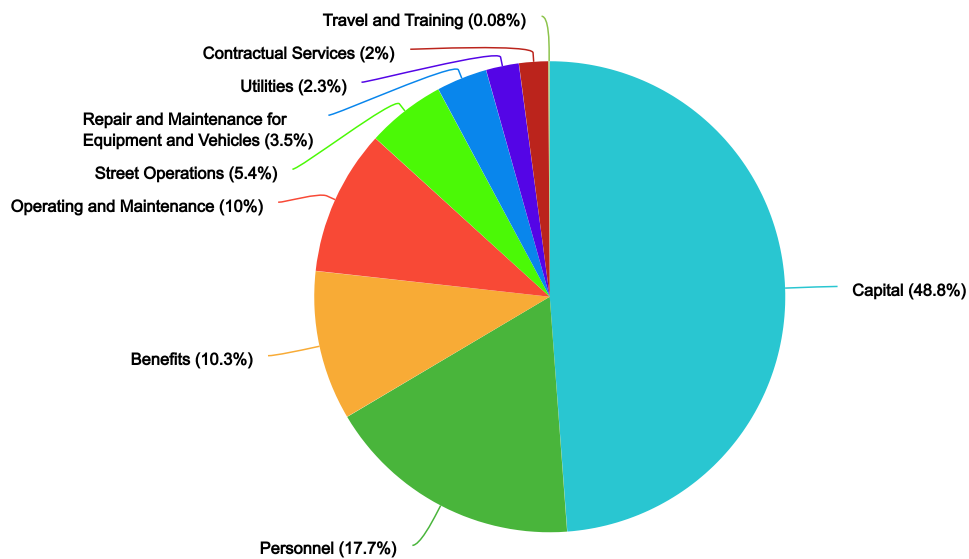
Budgeted and Historical 2026 Revenues by Source



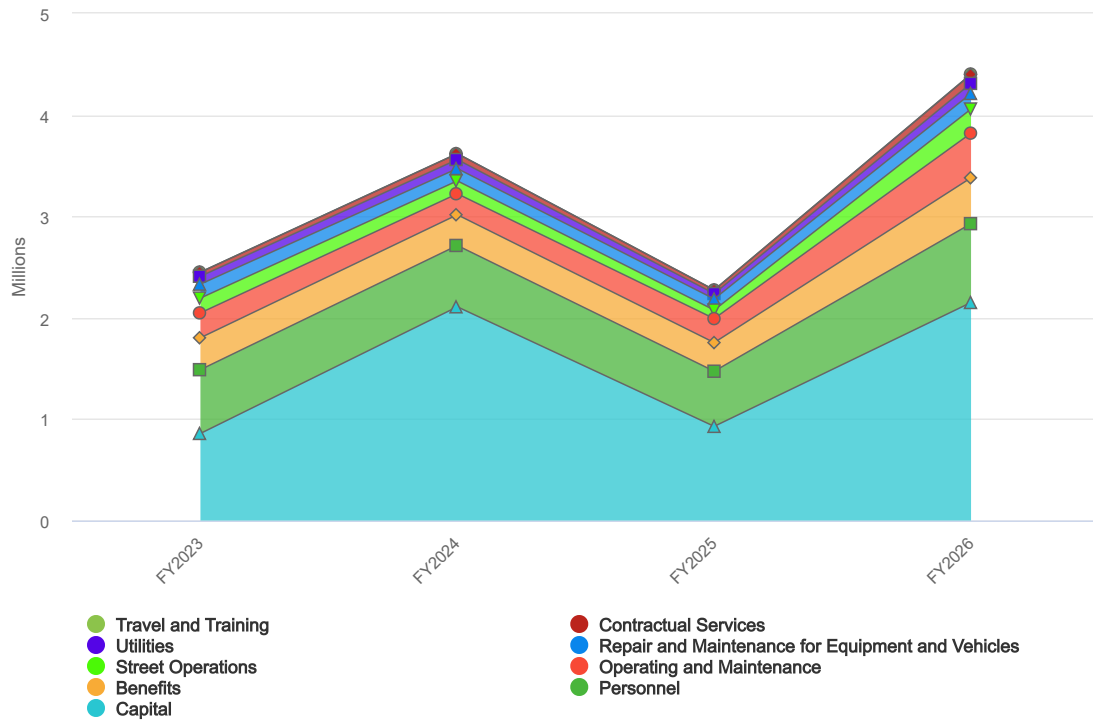
Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Revenue Source						
Charges for Services	\$226,698	\$51,741	\$18,532	\$50,000	\$50,000	\$0
Intergovernmental Revenue	\$3,057,814	\$3,340,352	\$2,207,208	\$3,278,135	\$3,616,635	\$338,500
Other Revenues	\$68,023	\$141,083	\$181,780	\$135,500	\$150,500	\$15,000
Fund Balance Carry Forward	\$0	\$0	\$0	\$211,955	\$585,885	\$373,930
Total Revenue Source:	\$3,352,535	\$3,533,177	\$2,407,519	\$3,675,590	\$4,403,020	\$727,430

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Personnel	\$628,945	\$604,983	\$543,851	\$814,990	\$777,730	-\$37,260
Benefits	\$314,778	\$302,875	\$282,218	\$464,815	\$452,210	-\$12,605
Operating and Maintenance	\$245,306	\$207,144	\$236,655	\$367,185	\$440,100	\$72,915
Contractual Services	\$40,103	\$58,089	\$35,690	\$63,000	\$88,680	\$25,680
Travel and Training	\$1,245	\$211	\$490	\$2,000	\$3,500	\$1,500
Utilities	\$77,823	\$89,095	\$52,925	\$95,800	\$99,300	\$3,500
Capital	\$858,526	\$2,107,521	\$928,354	\$1,400,000	\$2,150,000	\$750,000
Debt Services	\$0	\$0	\$0	\$28,000	\$0	-\$28,000
Repair and Maintenance for Equipment and Vehicles	\$137,344	\$121,153	\$109,635	\$142,500	\$153,500	\$11,000
Repair and Maintenance for Building and Grounds	\$0	\$0	\$0	\$1,000	\$0	-\$1,000
Street Operations	\$145,993	\$127,238	\$84,382	\$296,300	\$238,000	-\$58,300
Total Expense Objects:	\$2,450,064	\$3,618,309	\$2,274,201	\$3,675,590	\$4,403,020	\$727,430



Significant Changes from the Prior Year

- A decrease in Personnel of \$37,260 is due to allocating 10% of Street employees salaries to the Sanitation Fund to help cover work gaps and duties.
- A decrease in Benefits of \$12,605 is due to allocating 10% of Street employees benefits to the Sanitation Fund to help cover work gaps and duties.
- An increase in Operating and Maintenance of \$72,915 is due to establishing a contingency line of \$100,000 and increased cost estimates for supplies, gas, and rentals.
- An increase in Contractual Services of \$25,680 is due to contracting out right-of-way maintenance for the City's right-of-ways and crack seal projects.
- An increase in Utilities of \$3,500 is due to increased electricity, postage, and telecommunications expenses.
- An increase in Capital of \$750,000 is due to the amount budgeted for road projects. In FY 2025-2026, Chip Seal Toltec Road from Aztec to Acoma (\$1 million) and numerous chip seal projects are planned under the Pavement Preservation Program (\$1 million). Further details can be found in the Capital Improvement section.
- A decrease in Debt Services of \$28,000 is due to moving the expense funding into the Operating and Maintenance budget category.
- An increase in Repair and Maintenance for Equipment and Vehicles by \$11,000 is due to the increasing cost of parts and supplies for the repair and maintenance of the Street's aging fleet and equipment.
- A decrease in Street Operations of \$58,300 is due to the reclassification of rental costs from Street Operations to Operating and Maintenance.

Departmental Accomplishments

2024 - 2025: Streets Preservation Project Mill and Pave Projects

- N. Sunshine Blvd.: Mill and repave sections of N. Sunshine Blvd. to enhance roadway quality.
- Main Street: Mill and repave sections of Main Street to enhance roadway quality.
- Santa Cruz Blvd.: Mill and repave sections of Santa Cruz Blvd. to enhance roadway quality.
- 11th St.: Mill and repave to enhance roadway quality.
- Utility Adjustments: Adjust utilities across various streets to align with new pavement levels

2024 - 2025: Street Preservation Project Crack Sealing and Surface Treatment

- Perform crack sealing to prevent water infiltration and prolong pavement life.
- Apply asphalt emulsion surface sealer (TRMSS) and re-striping to enhance surface durability and visibility.

These projects reflect the Streets Division's commitment to maintaining and improving Eloy's road infrastructure, ensuring safer and more efficient travel for residents and visitors.

2024 – 2025: Purchases 4 new LED solar stop signs

- 2 will be installed on Main St and Frontier St.
- 2 will be installed on 11 Mile Corner Rd. and Battaglia St.

Program Performance

Program Performance	Actual F.Y. 21-22	Actual F.Y. 22-23	Actual F.Y. 23-24	Estimated F.Y. 24-25	Target F.Y. 25-26
Lane Miles of Roadway Chip Sealed	8.02	5.40	2.77	12.8	5.25
Roadway Miles Swept	2,453	2,453	1,300	2,453	2,453
Ton of Materials Used for Street Repair and Pavement Preservation (Chip Seal)	1,710	1,460	944	7,920	3,370
Traffic or Street Signs Replaced	85	48	56	174	200





Streets One-Time Fund

The mission of the Streets One-time Fund is to provide one-time funding for streets improvements to roads and right-ways. Funding comes from a portion of construction sales tax.

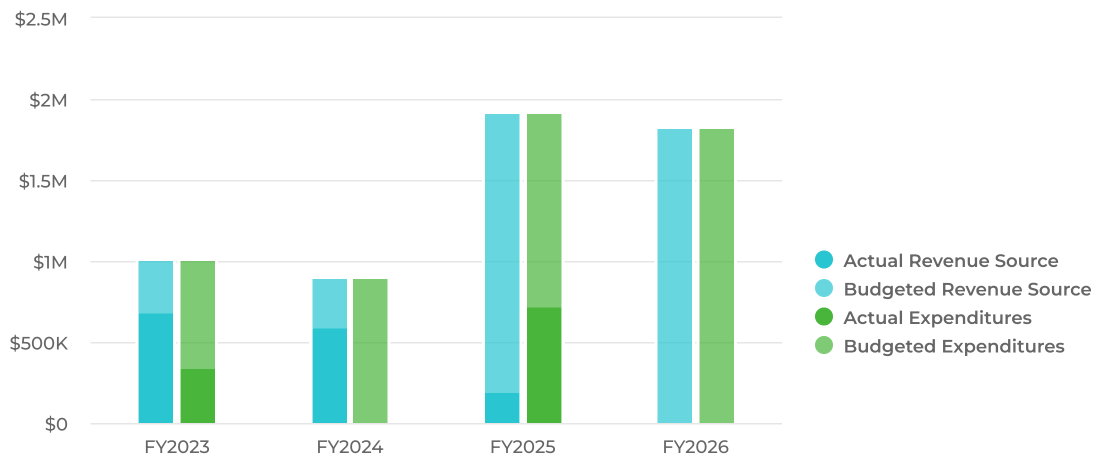
Summary

The City of Eloy expects to see revenue of \$435,000 for the Streets One-Time Fund in FY 2025-2026, along with \$1,400,000 carried forward from the fund balance, resulting in a combined budget of \$1,835,000. Notably, one-time construction revenue has grown by \$25,000 or 6.1% compared to the prior year, driven by increased construction activity in both the residential and commercial development sectors.

When evaluating the overall revenue budget, including the beginning fund balance, a modest decrease of \$90,585, or 4.70%, is observed compared to the previous fiscal year. This reduction is primarily the result of completing major road improvement projects along Sunshine Boulevard and Santa Cruz Road, which were significant undertakings in the prior budget cycle and no longer require continued funding at the same level.

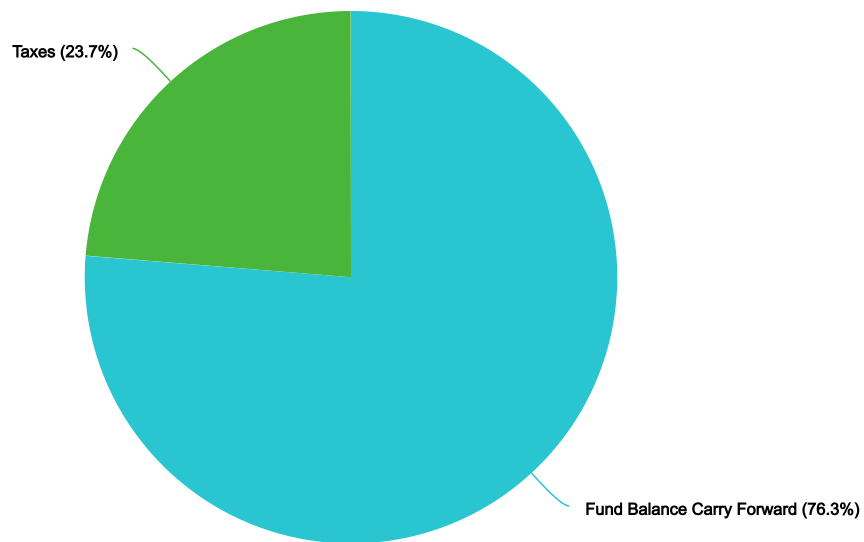
In alignment with this revenue shift, budgeted FY 2025-2026 expenditures are also projected to decrease by \$90,585, or 4.70%, bringing the total to \$1,835,000. This parallel decline in spending reflects the conclusion of the chip seal project on Sunshine and Santa Cruz, demonstrating the City's strategic approach to aligning expenditures with actual project timelines and revenue availability.

Despite the overall decrease in expenditures, the City has allocated funds totaling \$650,000 for the acquisition of two critical pieces of equipment as part of its continued investment in infrastructure maintenance and operational efficiency. Further information on this Capital Project can be found in the Capital Improvements section of the budget document.

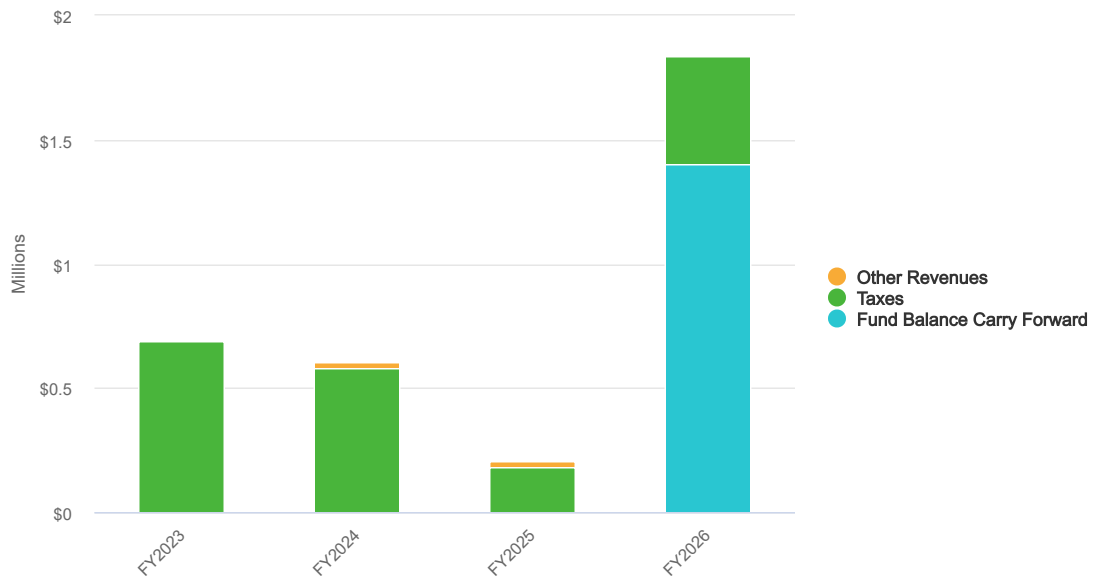


Revenues by Source

Projected 2026 Revenues by Source



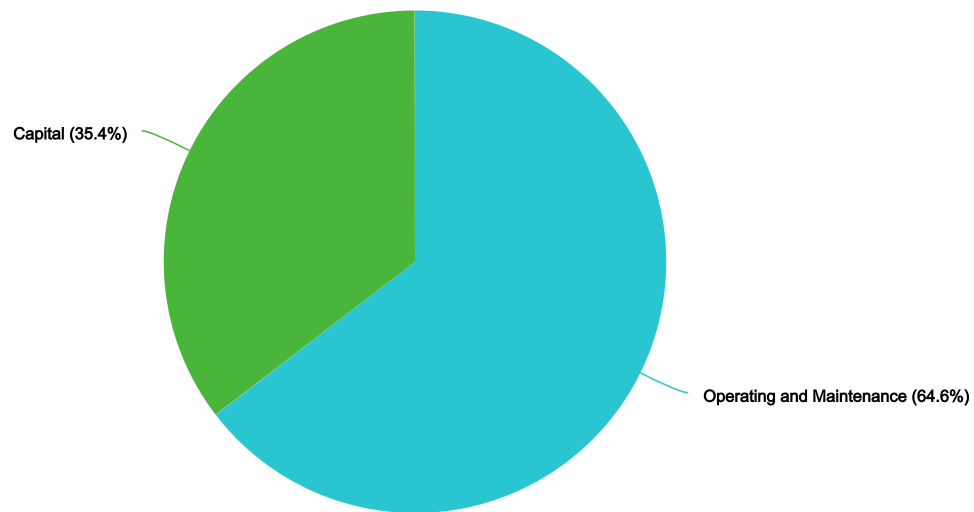
Budgeted and Historical 2026 Revenues by Source



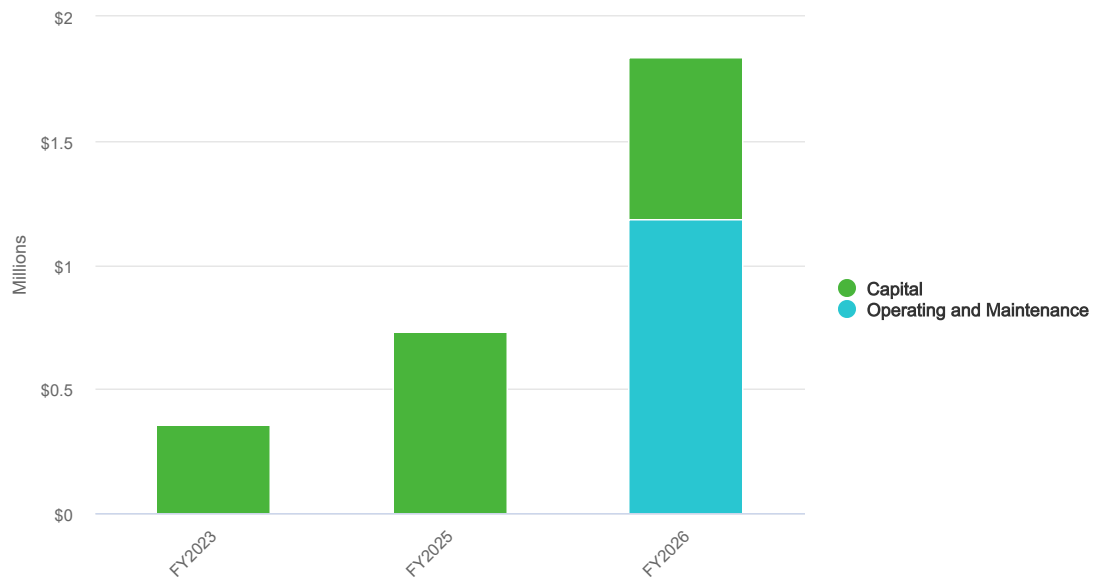
Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Revenue Source						
Taxes	\$691,654	\$577,062	\$180,897	\$410,000	\$435,000	\$25,000
Other Revenues	\$3,851	\$28,285	\$23,519	\$0	\$0	\$0
Fund Balance Carry Forward	\$0	\$0	\$0	\$1,515,585	\$1,400,000	-\$115,585
Total Revenue Source:	\$695,505	\$605,347	\$204,416	\$1,925,585	\$1,835,000	-\$90,585

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Operating and Maintenance	\$0	\$0	\$0	\$1,125,585	\$1,185,000	\$59,415
Capital	\$354,658	\$0	\$732,313	\$800,000	\$650,000	-\$150,000
Total Expense Objects:	\$354,658	\$0	\$732,313	\$1,925,585	\$1,835,000	-\$90,585

Significant Changes from the Prior Year

- An increase in Operating and Maintenance of \$59,415 is primarily the change in fund balance. Any unforeseen expenditures may come from this balance.
- A decrease in Capital of \$150,000 is due to the completion of road projects on Sunshine and Santa Cruz.



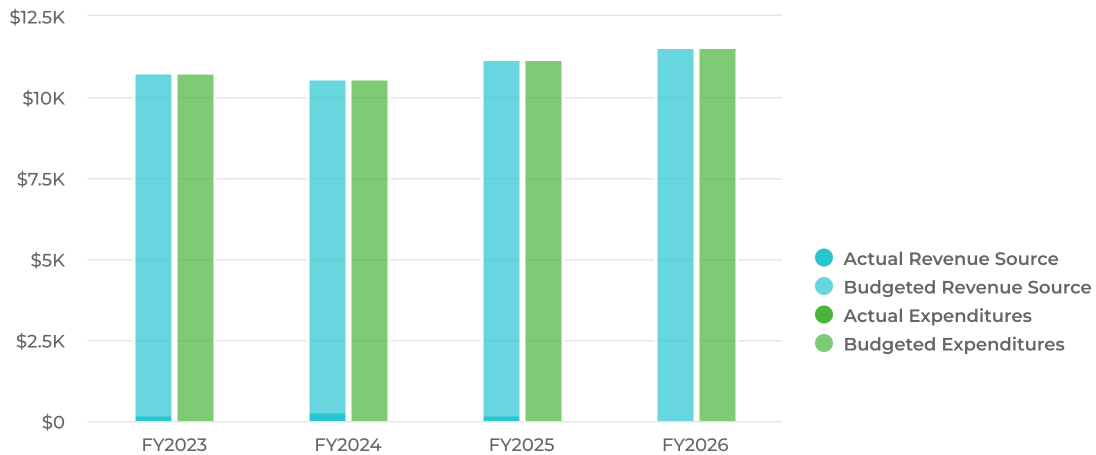


LTA Fund

The mission for LTA Fund is to provide funding for transportation or street maintenance projects. Due to funding issues, this program was eliminated years ago in the state budget.

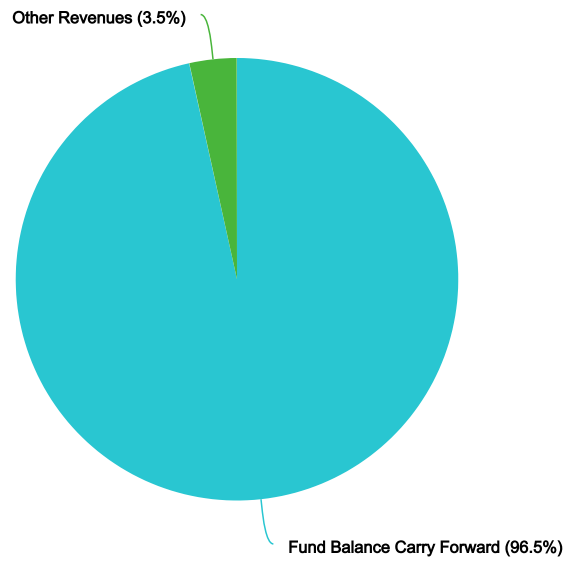
Summary

In FY 2025-2026, the City of Eloy foresees a total revenue projection of \$200 for the LTA Fund, supplemented by \$11,165 carried forward from the fund balance, resulting in a combined budget of \$11,565. This budget marks a 3.35% increase, amounting to \$375 more than the previous fiscal year. Budgeted expenditures are also set to increase by the same amount, reaching \$11,565 for FY 2025-2026.

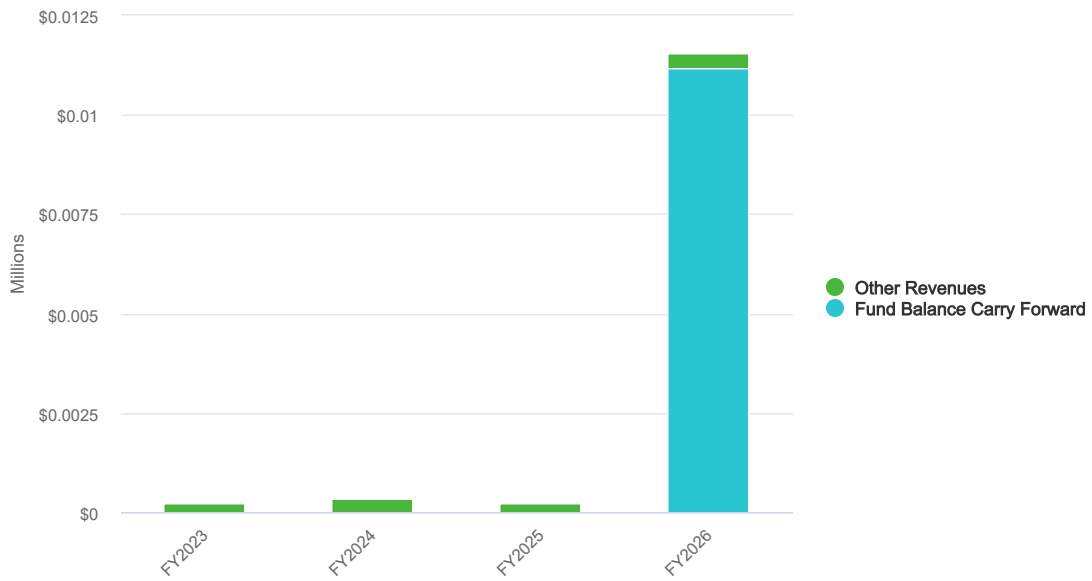


Revenues by Source

Projected 2026 Revenues by Source



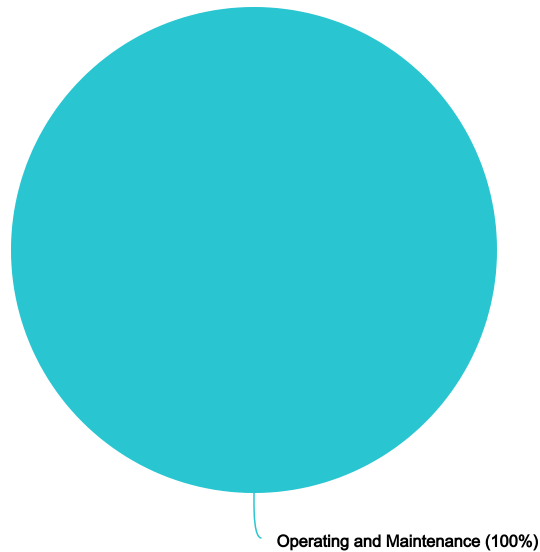
Budgeted and Historical 2026 Revenues by Source



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Revenue Source						
Other Revenues	\$230	\$340	\$214	\$200	\$400	\$200
Fund Balance Carry Forward	\$0	\$0	\$0	\$10,990	\$11,165	\$175
Total Revenue Source:	\$230	\$340	\$214	\$11,190	\$11,565	\$375

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Operating and Maintenance	\$0	\$0	\$0	\$0	\$11,565	\$11,565
Street Operations	\$0	\$0	\$0	\$11,190	\$0	-\$11,190
Total Expense Objects:	\$0	\$0	\$0	\$11,190	\$11,565	\$375

Significant Changes from the Prior Year

- In FY 2025-2026, no budgetary objectives have been identified. Any expenses need to be related to transportation.





Capital Projects Fund

The mission of the Capital Projects Fund is to support the improvement and enhancement of City infrastructure, equipment, and vehicles, as well as to finance critical studies and planning efforts that advance operational effectiveness within the City's Governmental Funds. This fund is primarily sustained by one-time revenues generated from construction-related sales tax, ensuring strategic investment in long-term capital needs that benefit the community.

Summary

For FY 2025-2026, the City of Eloy projects total revenue of \$3,166,515 for the Capital Projects Fund. This amount includes transfers, such as a one-time \$850,000 construction sales tax transfer from the General Fund and a fund balance carry-forward of \$2,316,515. This projection reflects a 14.09% decrease, or \$519,245 less than the prior fiscal year.

The decline in total revenue, when including the beginning fund balance, is primarily attributed to the completion of several major capital purchases and infrastructure improvements in the previous year. These significant one-time investments reduced the need for comparable funding in the current budget cycle, resulting in a naturally lower revenue requirement.

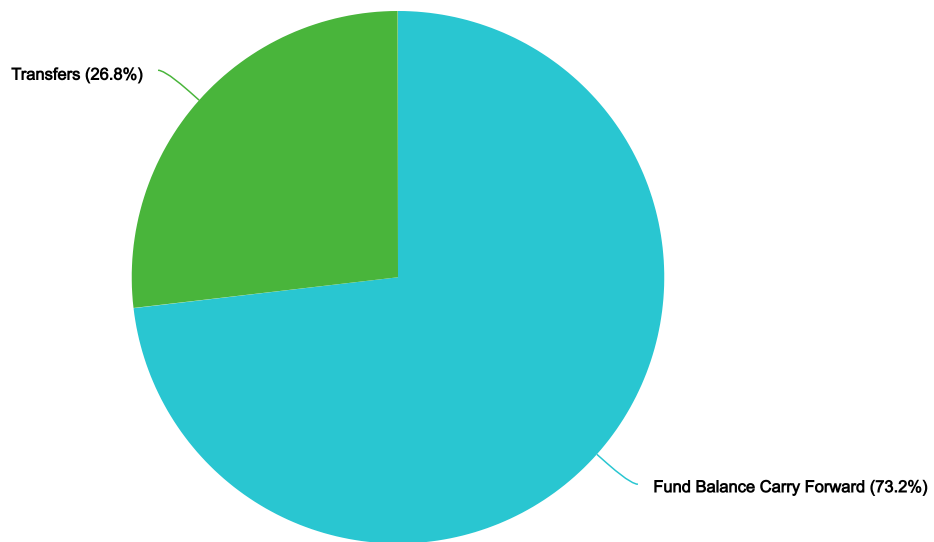
It is important to note that 67% of the one-time construction sales tax revenue is dedicated to the Capital Projects Fund and must be used strictly for capital expenditures, such as equipment acquisition, facility upgrades, and infrastructure projects. In alignment with the revenue decrease, budgeted expenditures are also expected to decline by 14.09%, totaling \$3,166,515 in FY 2025-2026.

For a detailed breakdown of ongoing and upcoming initiatives, please consult the Capital Improvements section of the budget document.

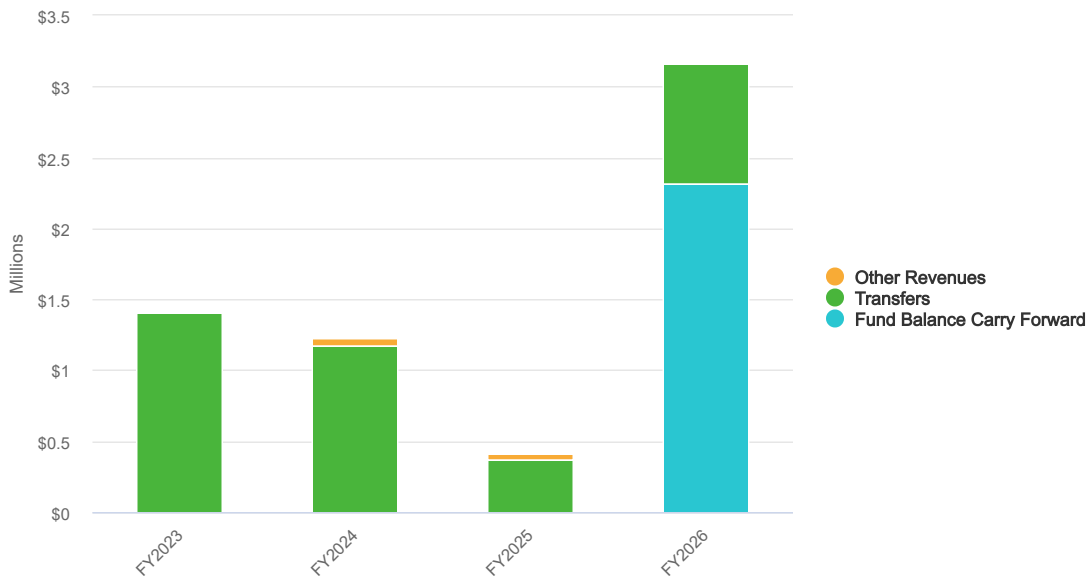


Revenues by Source

Projected 2026 Revenues by Source



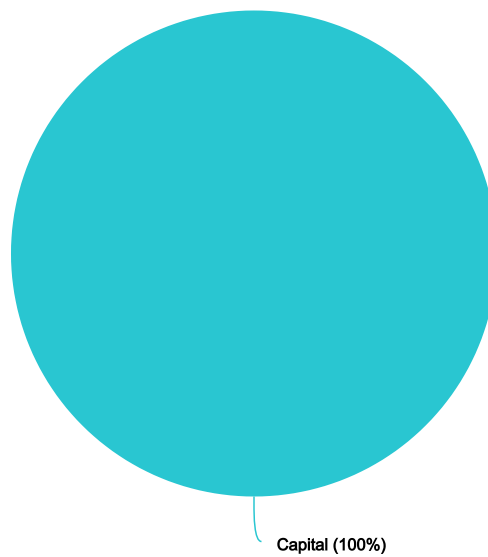
Budgeted and Historical 2026 Revenues by Source



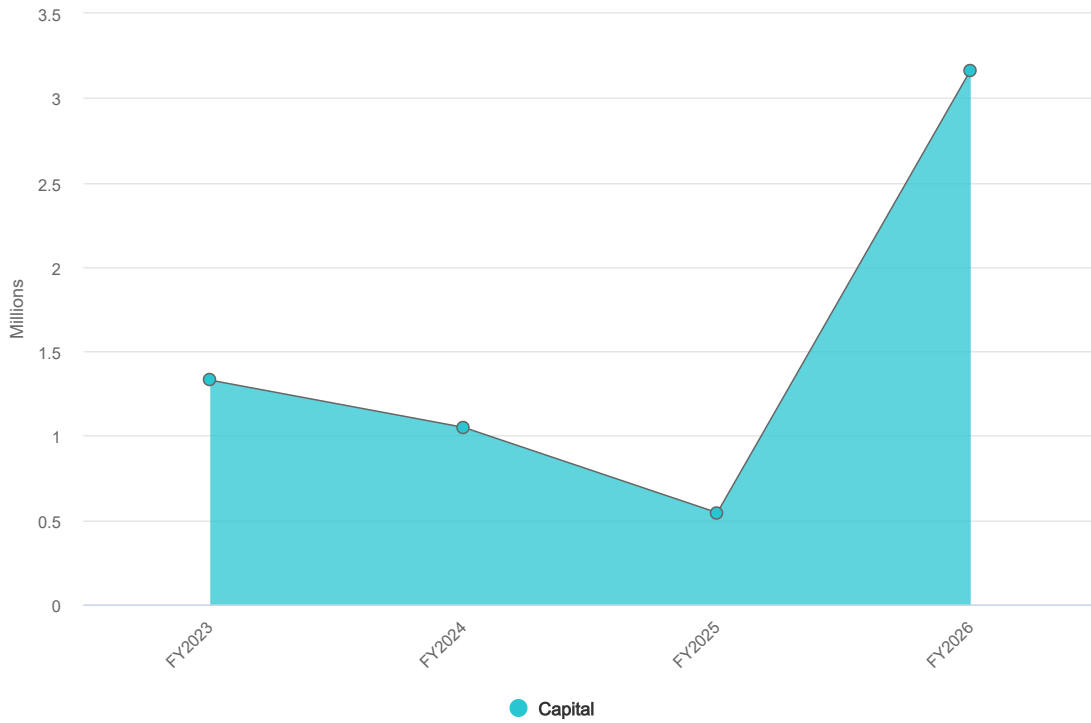
Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Revenue Source						
Other Revenues	\$10,358	\$56,570	\$47,037	\$0	\$0	\$0
Fund Balance Carry Forward	\$0	\$0	\$0	\$2,835,760	\$2,316,515	-\$519,245
Transfers	\$1,404,267	\$1,171,611	\$367,277	\$850,000	\$850,000	\$0
Total Revenue Source:	\$1,414,625	\$1,228,181	\$414,314	\$3,685,760	\$3,166,515	-\$519,245

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Capital	\$1,328,830	\$1,049,055	\$543,788	\$3,685,760	\$3,166,515	-\$519,245
Total Expense Objects:	\$1,328,830	\$1,049,055	\$543,788	\$3,685,760	\$3,166,515	-\$519,245

Significant Changes from the Prior Year

- A decrease in Capital of \$519,245 is primarily due to the completion of prior year's capital projects as well as a decrease in one-time construction sales tax dedicated for capital projects.
- A complete list of Capital Projects for FY 2025-2026 can be found in the Capital Improvements section..



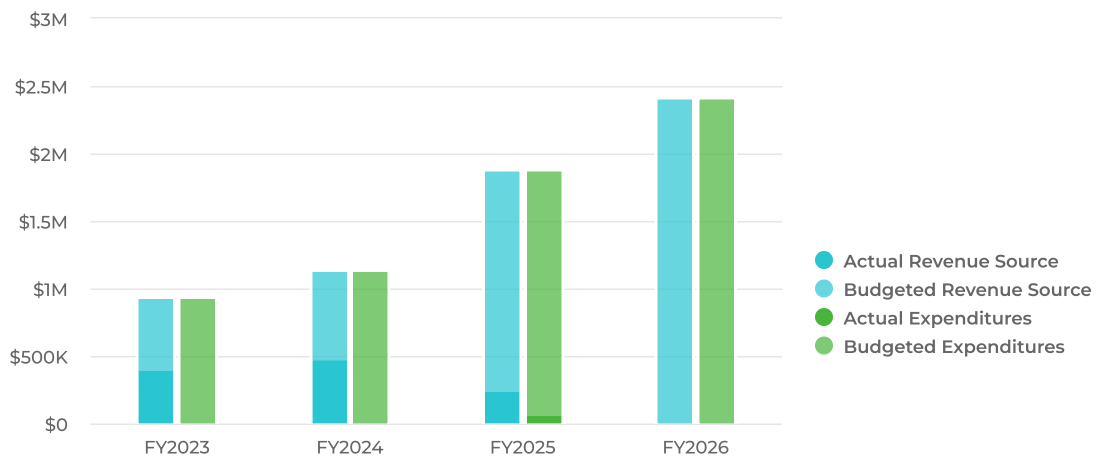
Economic and Community Development Fund

The mission of Economic/Community Development Fund is to provide funding for economic development or community development projects. The funding source comes from the food tax for home base consumption (City Sales Tax).

Summary

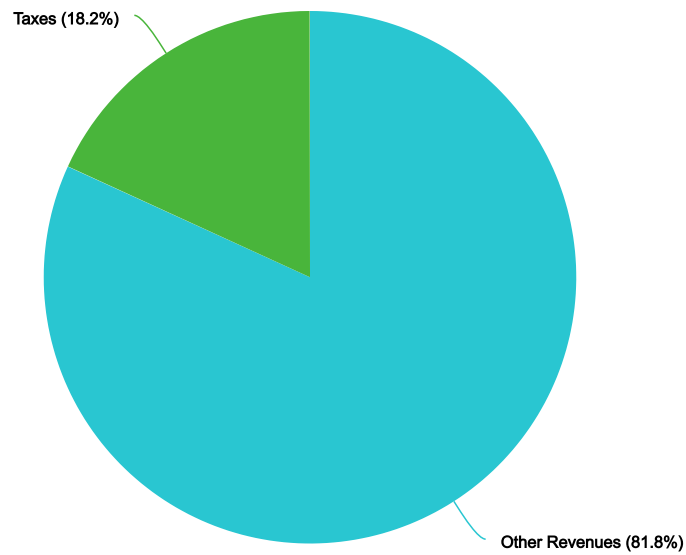
For FY 2025-2026, the City of Eloy anticipates a total revenue projection of \$510,375 for the Economic and Community Development Fund, along with an additional \$1,912,005 carried forward from the fund balance, resulting in a combined budget of \$2,422,380. Compared to the prior year, this budget represents a significant increase of 28.05%, amounting to \$530,630 more than the previous fiscal year.

Budgeted expenditures are also set to rise by the same amount, reaching \$2,422,380 for FY 2025-2026. It's important to note that these expenses are allocated exclusively to community or economic development-related expenses.

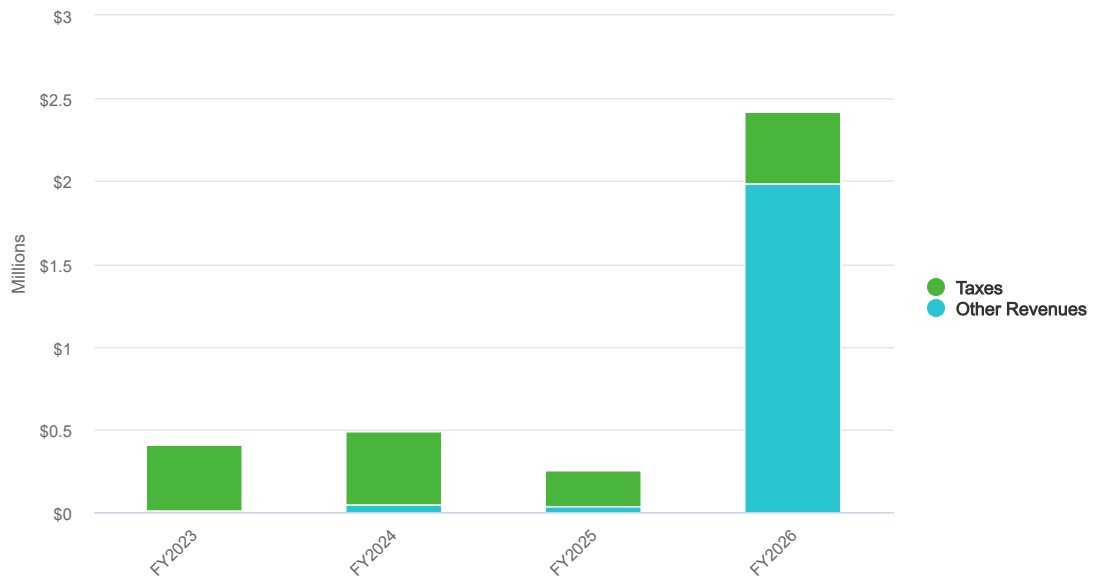


Revenues by Source

Projected 2026 Revenues by Source



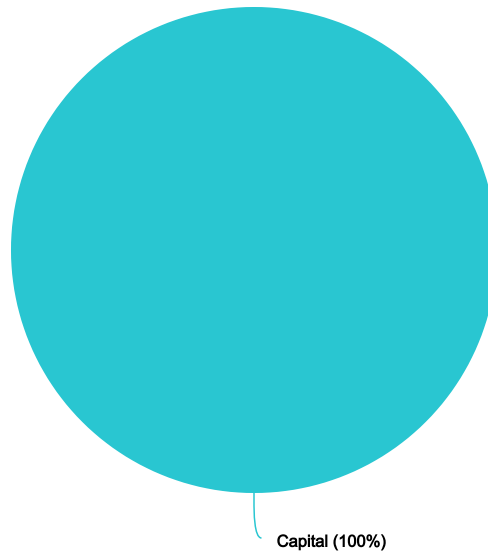
Budgeted and Historical 2026 Revenues by Source



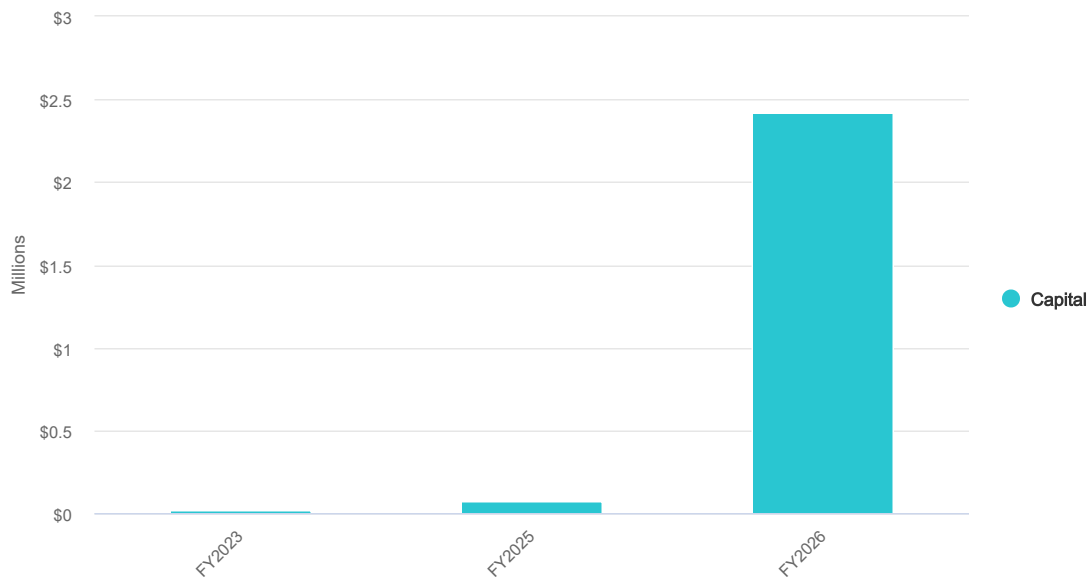
Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Revenue Source						
Taxes	\$404,241	\$438,379	\$218,884	\$444,125	\$440,125	-\$4,000
Other Revenues	\$6,418	\$47,142	\$39,198	\$1,447,625	\$1,982,255	\$534,630
Total Revenue Source:	\$410,659	\$485,521	\$258,082	\$1,891,750	\$2,422,380	\$530,630

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Operating and Maintenance	\$0	\$0	\$0	\$1,076,750	\$0	-\$1,076,750
Capital	\$16,010	\$0	\$75,000	\$815,000	\$2,422,380	\$1,607,380
Total Expense Objects:	\$16,010	\$0	\$75,000	\$1,891,750	\$2,422,380	\$530,630

Significant Changes from the Prior Year

- A decrease in Operating and Maintenance of \$1,076,750 is due to reallocating expenses into the Capital category.
- An increase in Capital by \$1,607,380 is primarily due to reallocating expenses from the Operating and Maintenance category and funding projects like Shredd Road Median, General Plan Update, Economic Development Plan Update, and Housing Feasibility Study. For more information on the projects, please see the Capital Improvements section.

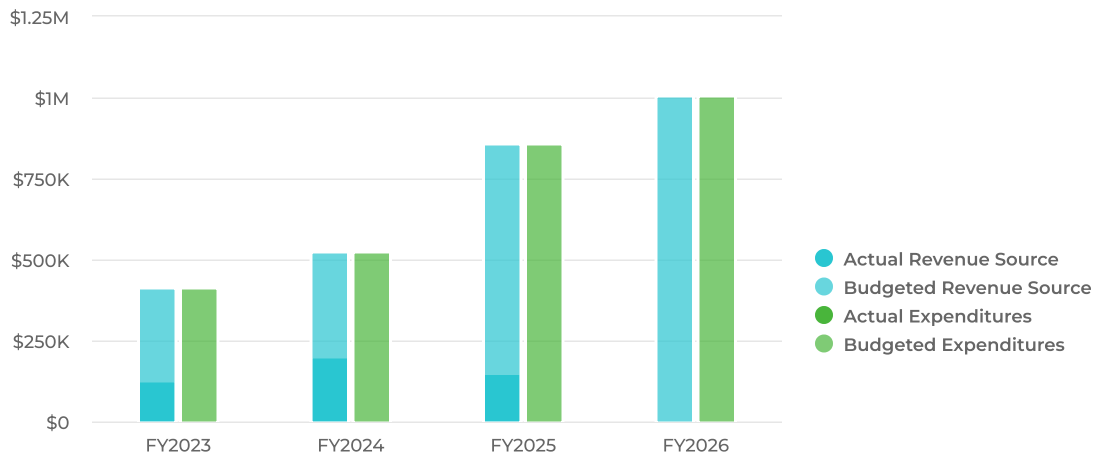


Parks & Recreation Impact Fee Fund

The Parks and Recreation Impact Fee Fund are one-time fees, which can be used to construct improvements needed to accommodate new development as relates to Park and Recreation. The fee represents future development's proportionate share of infrastructure costs. Development fees may be used for infrastructure improvements or debt service for growth related infrastructure.

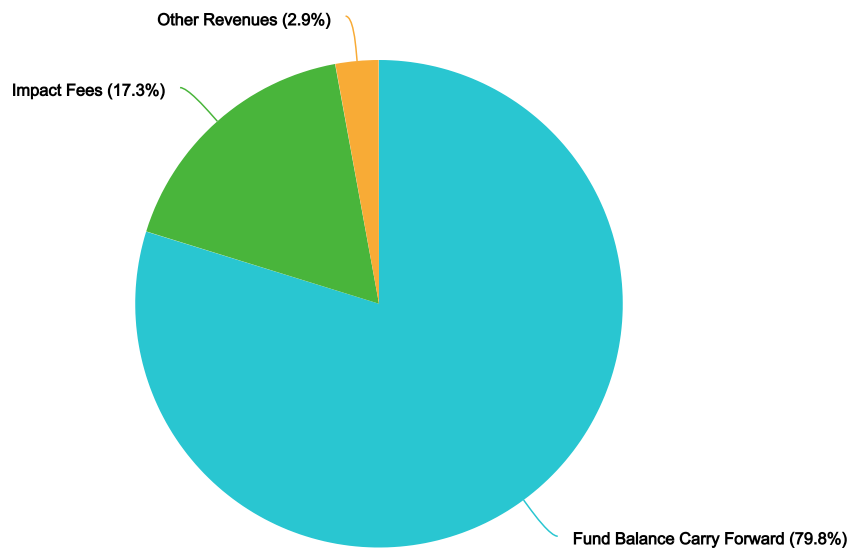
Summary

In FY 2025-2026, the City of Eloy foresees a total revenue projection of \$203,900 for the Recreation Impact Fee Fund, supplemented by \$805,000 carried forward from the fund balance, resulting in a combined budget of \$1,008,900. This budget marks a 16.92% increase, amounting to \$146,035 more than the previous fiscal year. Budgeted expenditures are also set to increase by the same amount, reaching \$1,008,900 for FY 2025-2026.

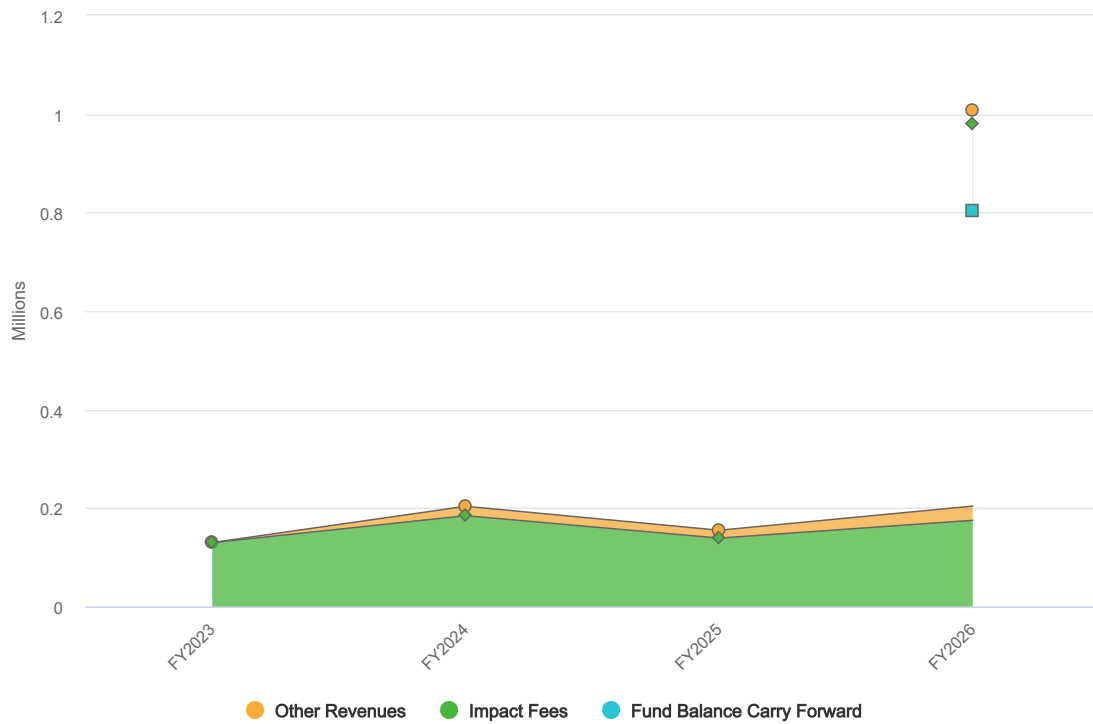


Revenues by Source

Projected 2026 Revenues by Source



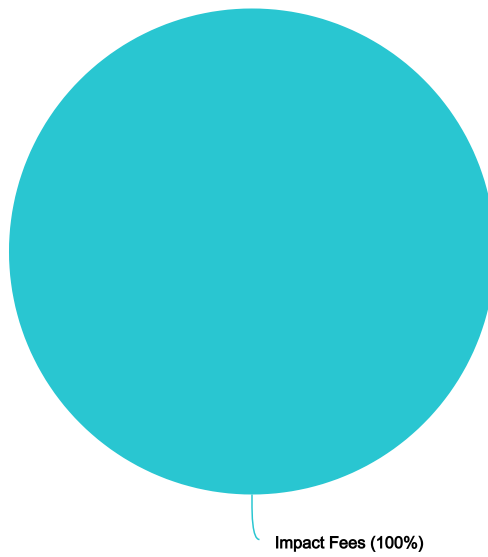
Budgeted and Historical 2026 Revenues by Source



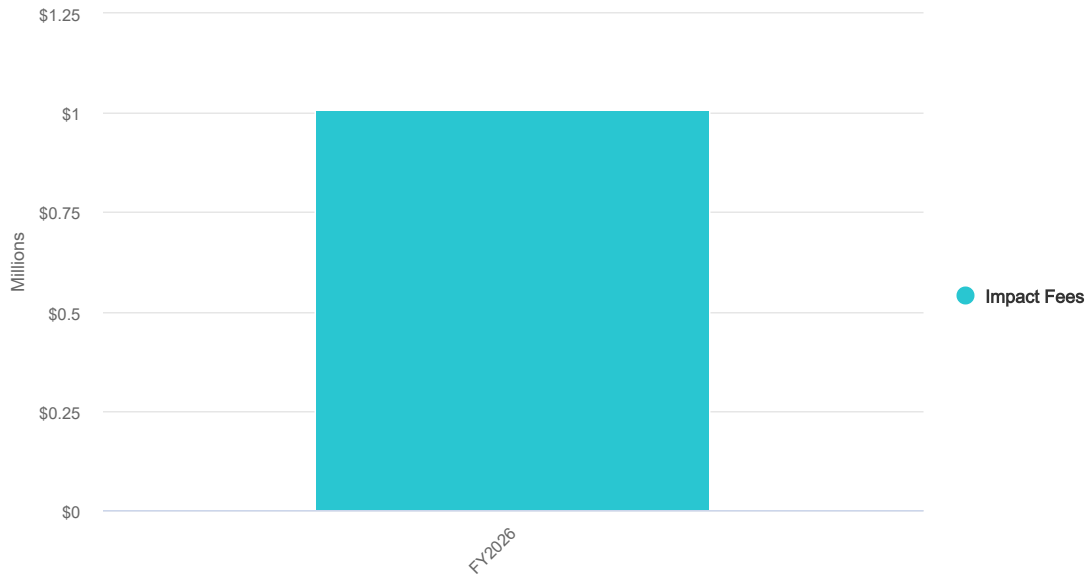
Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Revenue Source						
Impact Fees	\$129,640	\$184,409	\$138,900	\$862,865	\$175,000	-\$687,865
Other Revenues	\$213	\$19,089	\$15,964	\$0	\$28,900	\$28,900
Fund Balance Carry Forward	\$0	\$0	\$0	\$0	\$805,000	\$805,000
Total Revenue Source:	\$129,853	\$203,498	\$154,864	\$862,865	\$1,008,900	\$146,035

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Impact Fees	\$0	\$0	\$0	\$862,865	\$1,008,900	\$146,035
Total Expense Objects:	\$0	\$0	\$0	\$862,865	\$1,008,900	\$146,035

Significant Changes from the Prior Year

- An increase in Impact Fee Expenditures of \$146,035 is primarily due to the change in fund balance. Any unforeseen expenditures may come from this balance.

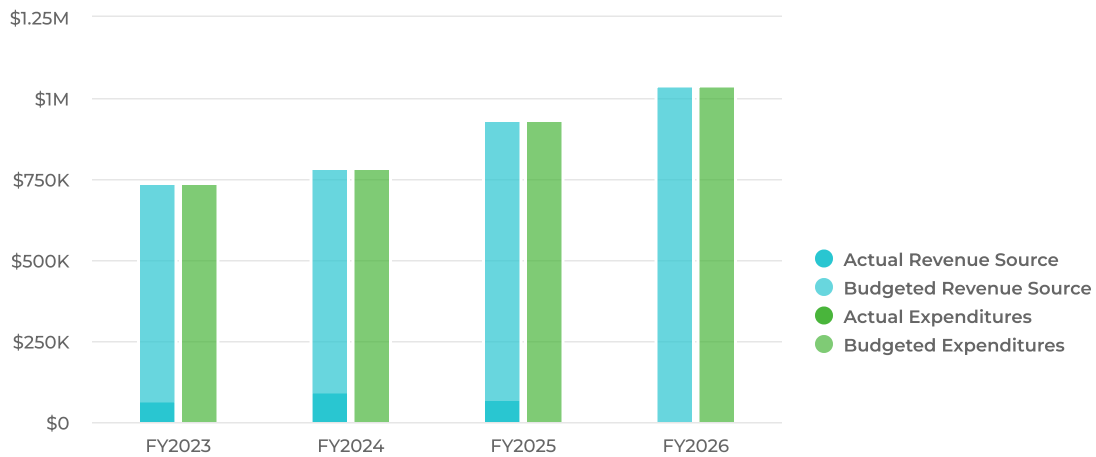


Police Impact Fee Fund

The Police Impact Fee Fund are one-time fees, which can be used to construct improvements needed to accommodate new development as relates to Public Safety. The fee represents future development's proportionate share of infrastructure costs. Development fees may be used for infrastructure improvements or debt service for growth related infrastructure.

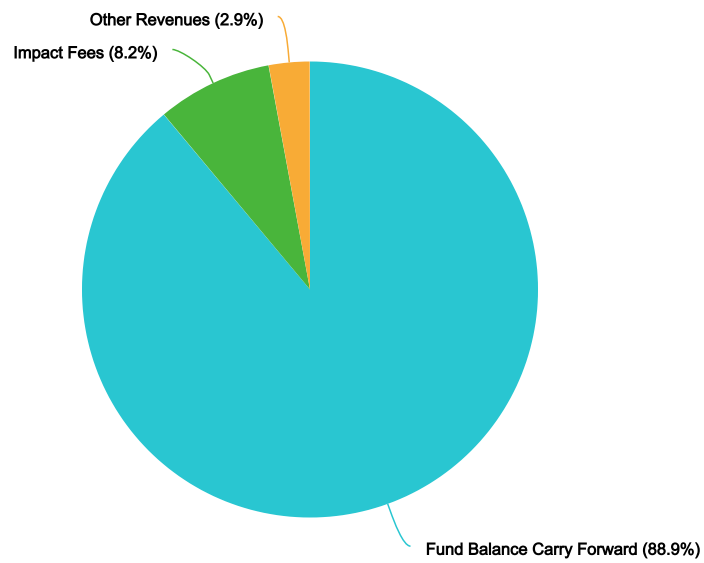
Summary

In FY 2025-2026, the City of Eloy foresees a total revenue projection of \$115,150 for the Police Impact Fee Fund, supplemented by \$925,250 carried forward from the fund balance, resulting in a combined budget of \$1,040,400. This budget marks an 11% increase, amounting to \$103,070 more than the previous fiscal year. Budgeted expenditures are also set to increase by the same amount, reaching \$1,040,400 for FY 2025-2026.

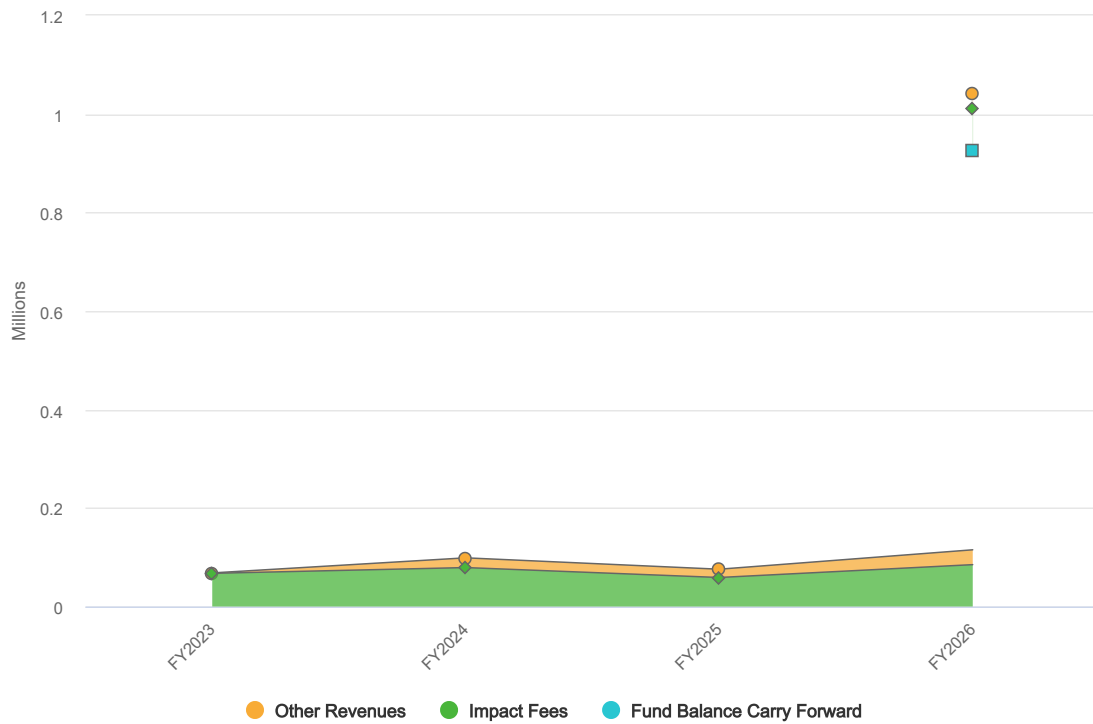


Revenues by Source

Projected 2026 Revenues by Source



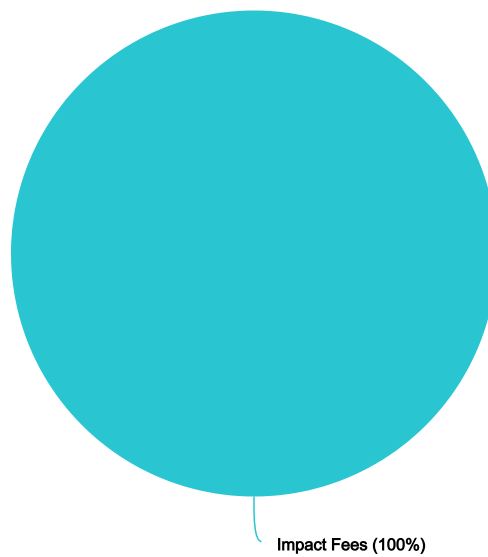
Budgeted and Historical 2026 Revenues by Source



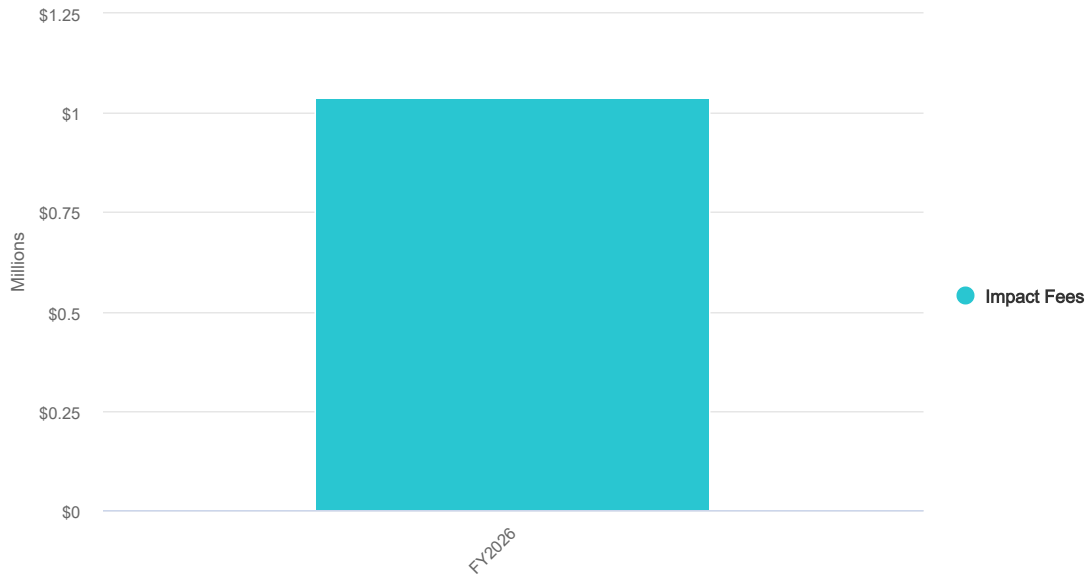
Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Revenue Source						
Impact Fees	\$67,328	\$79,041	\$58,912	\$937,330	\$85,000	-\$852,330
Other Revenues	\$852	\$19,785	\$16,817	\$0	\$30,150	\$30,150
Fund Balance Carry Forward	\$0	\$0	\$0	\$0	\$925,250	\$925,250
Total Revenue Source:	\$68,180	\$98,826	\$75,729	\$937,330	\$1,040,400	\$103,070

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Impact Fees	\$0	\$0	\$0	\$937,330	\$1,040,400	\$103,070
Total Expense Objects:	\$0	\$0	\$0	\$937,330	\$1,040,400	\$103,070

Significant Changes from the Prior Year

- An increase in Impact Fee Expenditures of \$103,070 is primarily the change in fund balance. Any unforeseen expenditures may come from this balance.

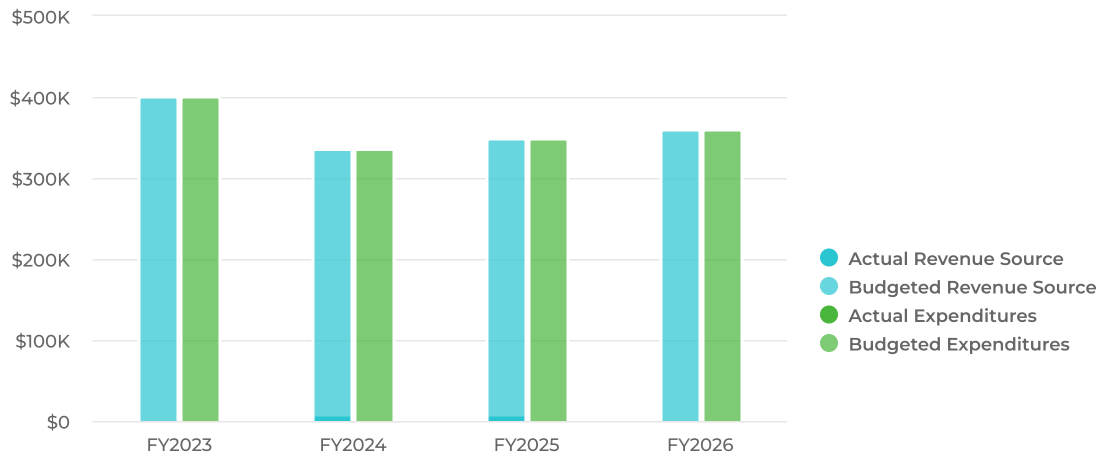


Water Impact Fee Fund

The Water Impact Fee Fund are one-time fees that can be used to construct improvements needed to accommodate new development as it relates to Water. The fee represents future development's proportionate share of infrastructure costs. Development fees may be used for infrastructure improvements or debt service for growth-related infrastructure.

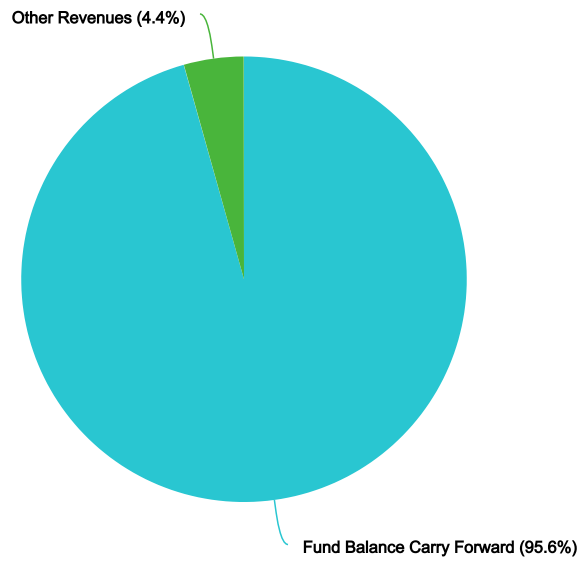
Summary

In FY 2025-2026, the City of Eloy foresees a total revenue projection of \$15,700 for the Water Impact Fee Fund, supplemented by \$344,750 carried forward from the fund balance, resulting in a combined budget of \$360,450. This budget marks a 3.20% increase, amounting to \$11,180 more than the previous fiscal year. Budgeted expenditures are also set to increase by the same amount, reaching \$360,450 for FY 2025-2026.

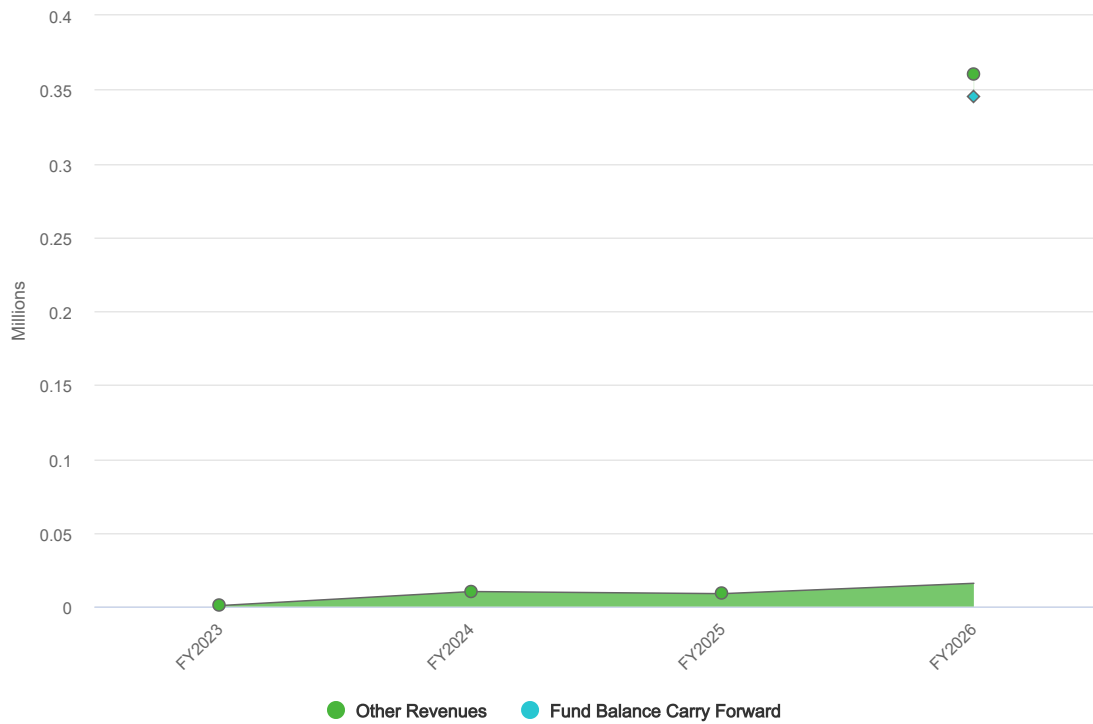


Revenues by Source

Projected 2026 Revenues by Source



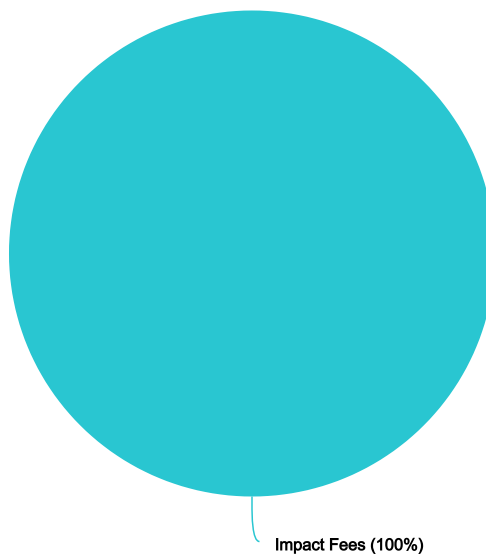
Budgeted and Historical 2026 Revenues by Source



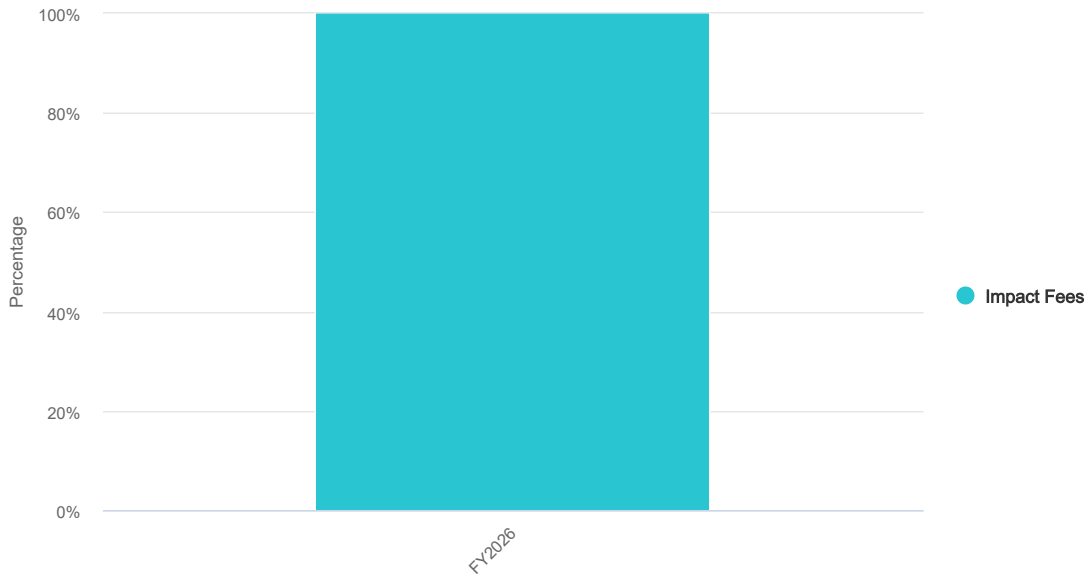
Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Revenue Source						
Impact Fees	\$0	\$0	\$0	\$349,270	\$0	-\$349,270
Other Revenues	\$639	\$10,125	\$8,693	\$0	\$15,700	\$15,700
Fund Balance Carry Forward	\$0	\$0	\$0	\$0	\$344,750	\$344,750
Total Revenue Source:	\$639	\$10,125	\$8,693	\$349,270	\$360,450	\$11,180

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Capital	\$0	\$0	\$0	\$349,270	\$0	-\$349,270
Impact Fees	\$0	\$0	\$0	\$0	\$360,450	\$360,450
Total Expense Objects:	\$0	\$0	\$0	\$349,270	\$360,450	\$11,180

Significant Changes from the Prior Year

- A decrease in Capital of \$349,270 is due to the reclassification of costs to Impact Fees.
- An increase in Impact Fee of \$360,450 is due to the reclassification of costs from Capital. Any unforeseen expenditures may come from this balance.

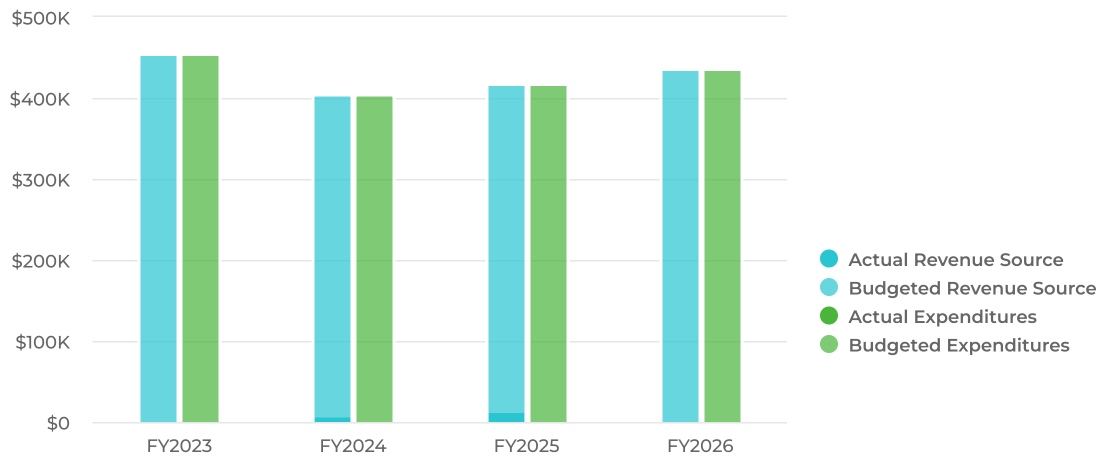


Wastewater Impact Fee Fund

The Wastewater Impact Fee Fund are one-time fees which can be used to construct improvements needed to accommodate new development as it relates to Wastewater projects. The fee represents future development's proportionate share of infrastructure costs. Development fees may be used for infrastructure improvements or debt service for growth related infrastructure.

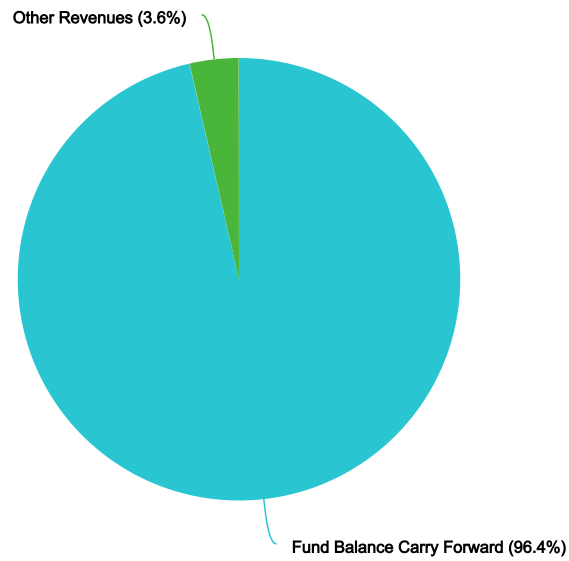
Summary

In FY 2025-2026, the City of Eloy foresees a total revenue projection of \$15,650 for the Wastewater Impact Fee Fund, supplemented by \$421,450 carried forward from the fund balance, resulting in a combined budget of \$437,100. This budget marks a 4.45% increase, amounting to \$18,620 more than the previous fiscal year. Budgeted expenditures are also set to increase by the same amount, reaching \$437,100 for FY 2025-2026.

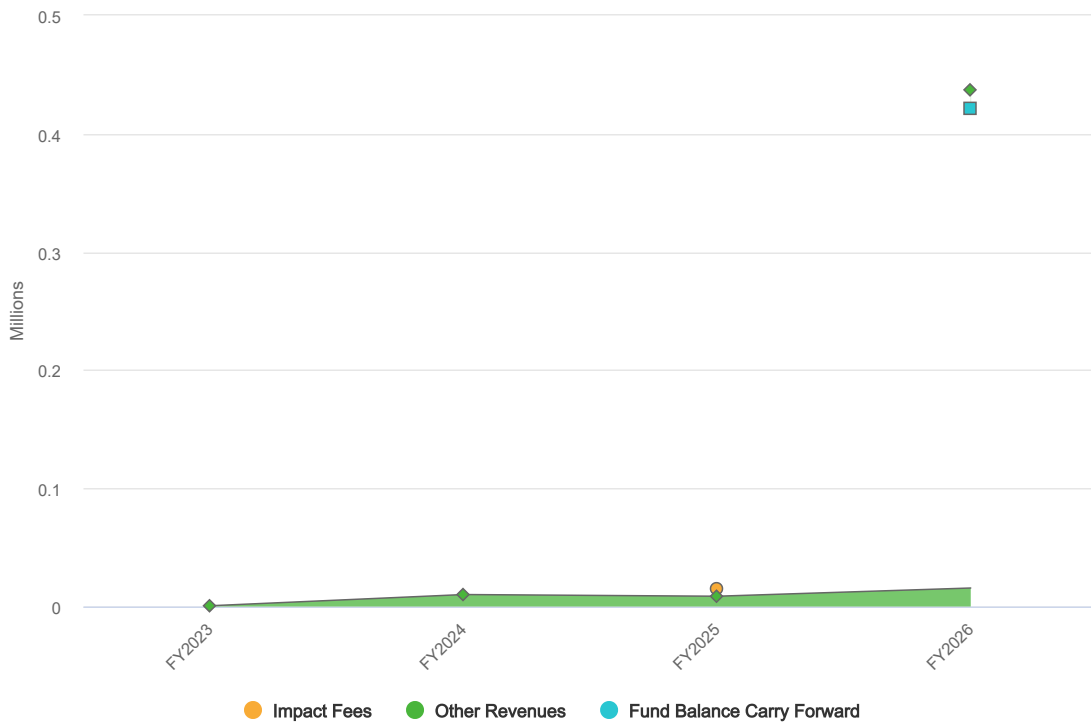


Revenues by Source

Projected 2026 Revenues by Source



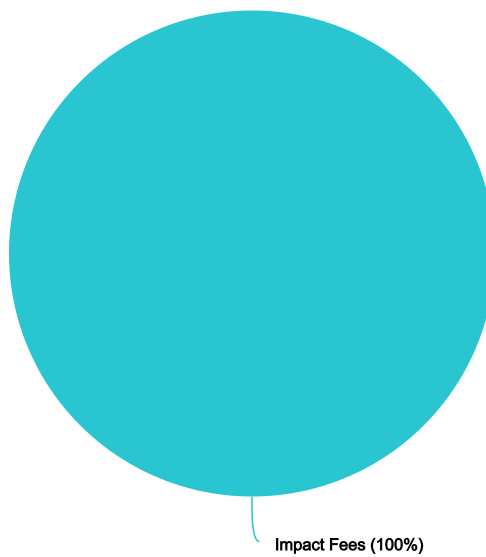
Budgeted and Historical 2026 Revenues by Source



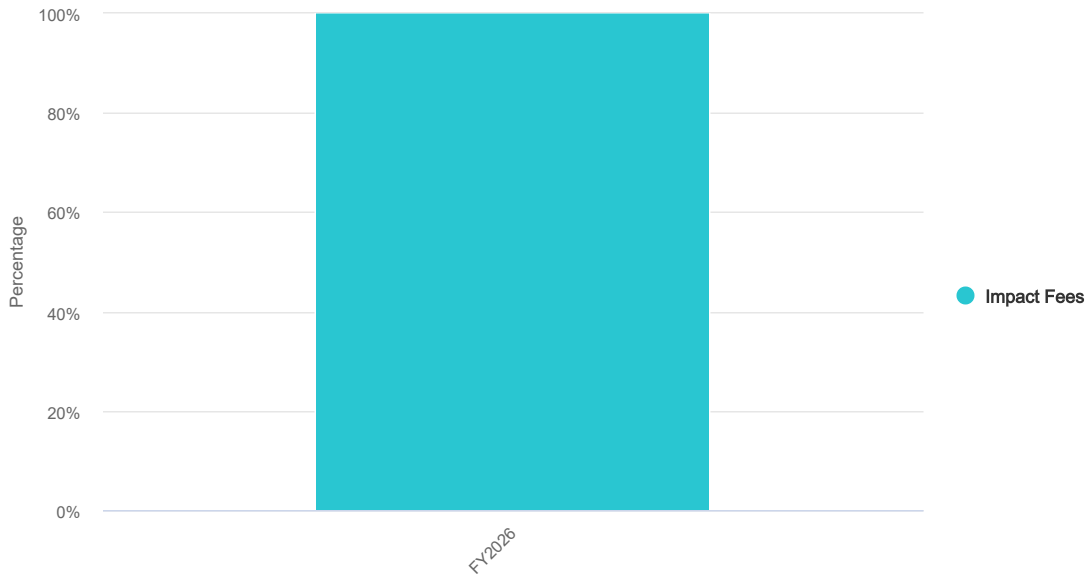
Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Revenue Source						
Impact Fees	\$0	\$0	\$6,412	\$418,480	\$0	-\$418,480
Other Revenues	\$639	\$10,125	\$8,693	\$0	\$15,650	\$15,650
Fund Balance Carry Forward	\$0	\$0	\$0	\$0	\$421,450	\$421,450
Total Revenue Source:	\$639	\$10,125	\$15,105	\$418,480	\$437,100	\$18,620

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Impact Fees	\$0	\$0	\$0	\$418,480	\$437,100	\$18,620
Total Expense Objects:	\$0	\$0	\$0	\$418,480	\$437,100	\$18,620

Significant Changes from the Prior Year

- An increase in Impact Fee Expenditures of \$18,620 is primarily the change in fund balance. Any unforeseen expenditures may come from this balance.

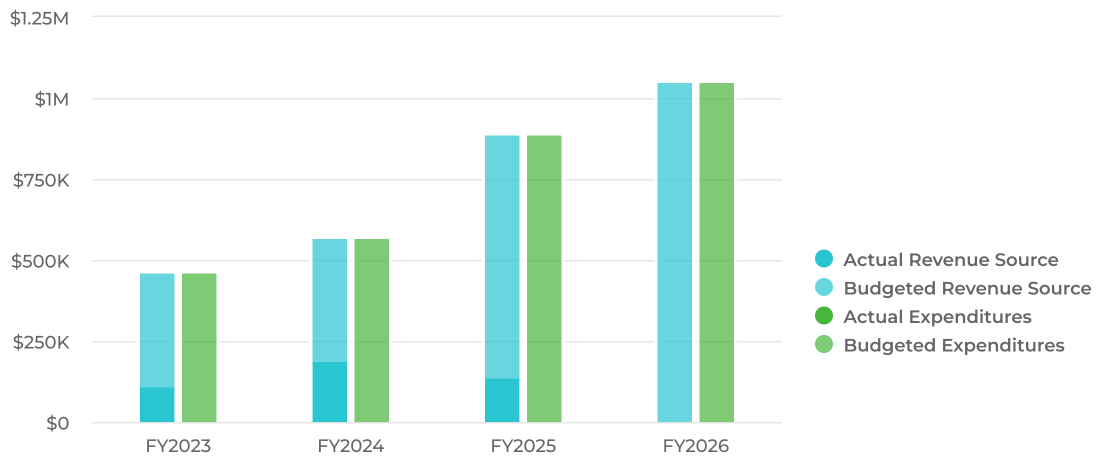


Streets Impact Fee Fund

The Streets Impact Fee Fund are one-time fees, which can be used to construct improvements needed to accommodate new development as it relates to Streets. The fee represents future development's proportionate share of infrastructure costs. Development fees may be used for infrastructure improvements or debt service for growth-related infrastructure.

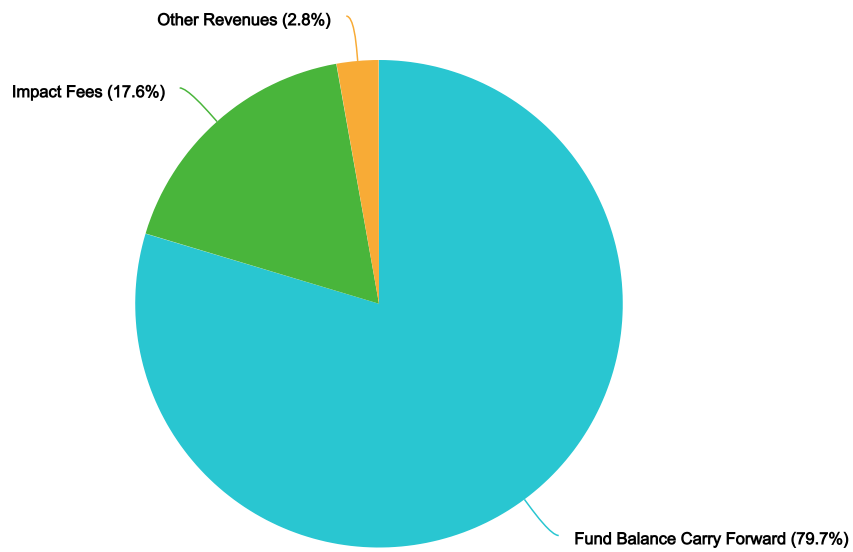
Summary

In FY 2025-2026, the City of Eloy foresees a total revenue projection of \$214,350 for the Wastewater Impact Fee Fund, supplemented by \$839,210 carried forward from the fund balance, resulting in a combined budget of \$1,053,560. This budget marks a 17.67% increase, amounting to \$158,165 more than the previous fiscal year. Budgeted expenditures are also set to increase by the same amount, reaching \$1,053,560 for FY 2025-2026.

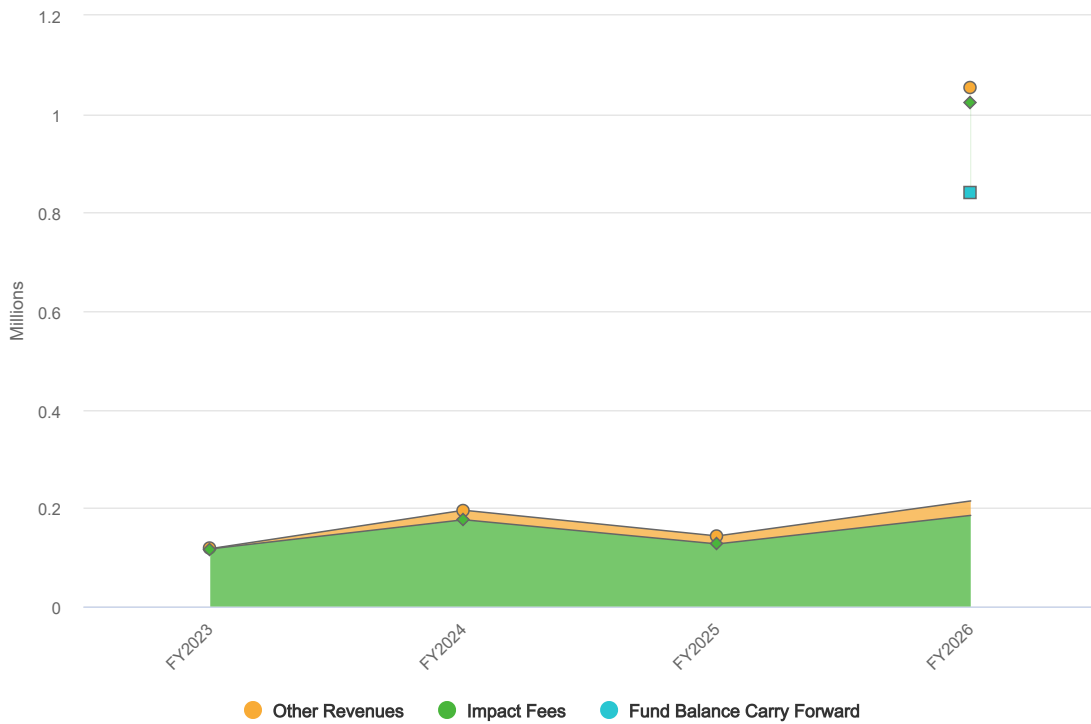


Revenues by Source

Projected 2026 Revenues by Source



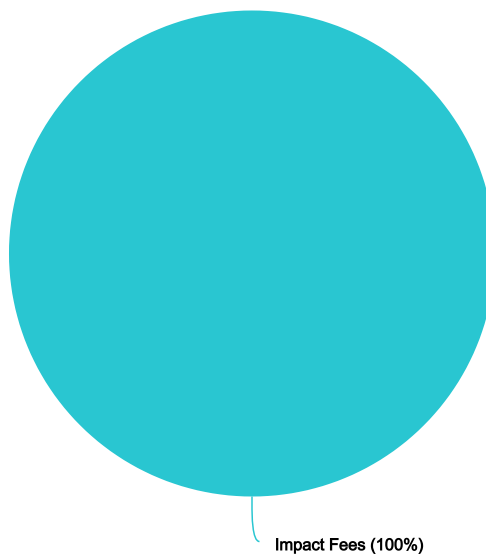
Budgeted and Historical 2026 Revenues by Source



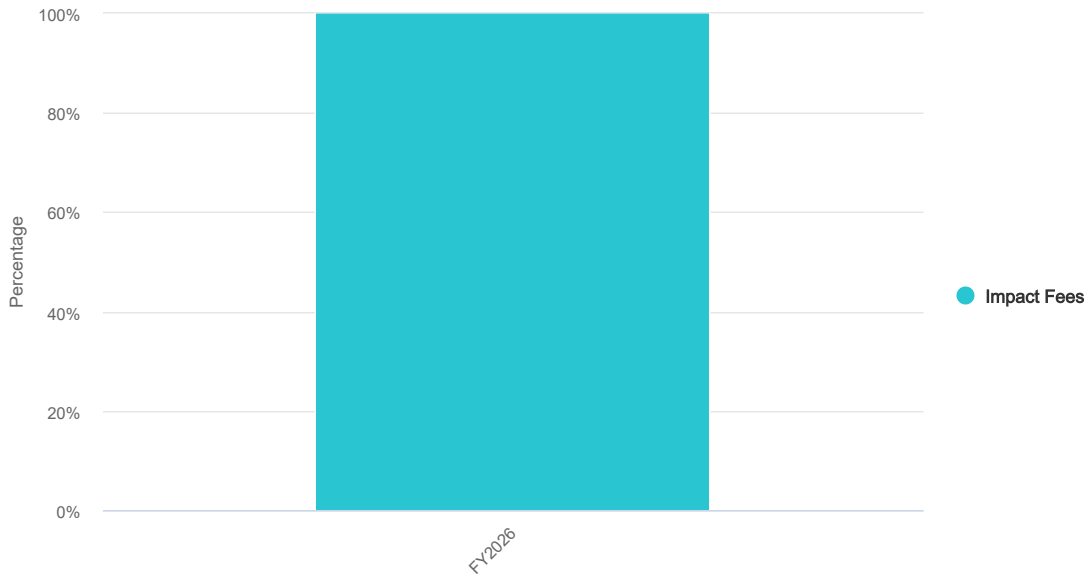
Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Revenue Source						
Impact Fees	\$116,970	\$176,183	\$126,996	\$895,385	\$185,000	-\$710,385
Other Revenues	\$426	\$19,321	\$16,248	\$0	\$29,350	\$29,350
Fund Balance Carry Forward	\$0	\$0	\$0	\$0	\$839,210	\$839,210
Total Revenue Source:	\$117,396	\$195,504	\$143,244	\$895,385	\$1,053,560	\$158,175

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Impact Fees	\$0	\$0	\$0	\$895,385	\$1,053,560	\$158,175
Total Expense Objects:	\$0	\$0	\$0	\$895,385	\$1,053,560	\$158,175

Significant Changes from the Prior Year

- An increase in Impact Fees expenditures of \$158,175 is primarily the change in fund balance. Any unforeseen expenditures may come from this balance.

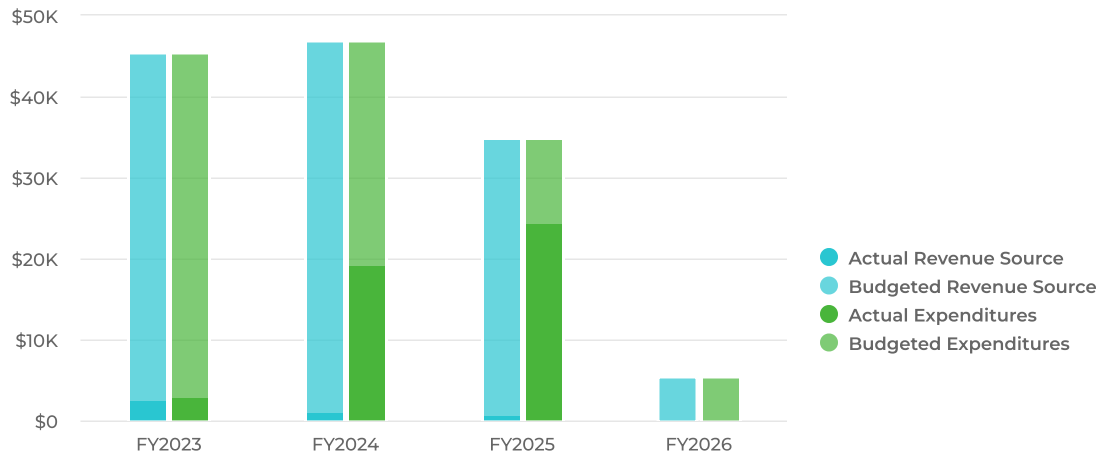


Police Impound Fund

The Police Impound Fee Fund are fees imposed for the impounding of a vehicle. These fees can be used to by the police department for public safety needs.

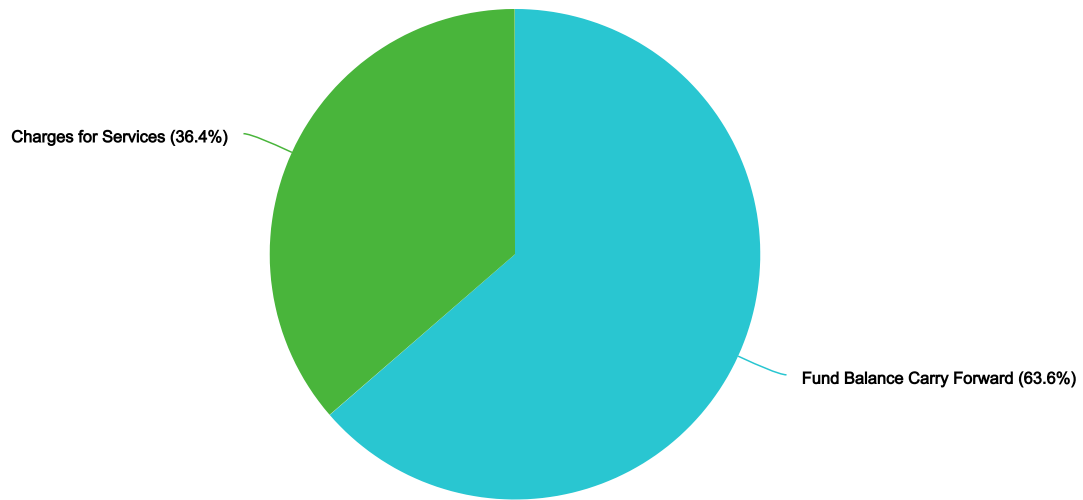
Summary

In FY 2025-2026, the City of Eloy foresees a total revenue projection of \$2,000 for the Police Impound Fund, supplemented by \$3,500 carried forward from the fund balance, resulting in a combined budget of \$5,500. This budget marks an 85.29% decrease, amounting to \$29,500 less than the previous fiscal year. Budgeted expenditures are also set to decrease by the same amount, reaching \$5,500 for FY 2025-2026. It's essential to note that these expenses are designated solely for public safety expenses.

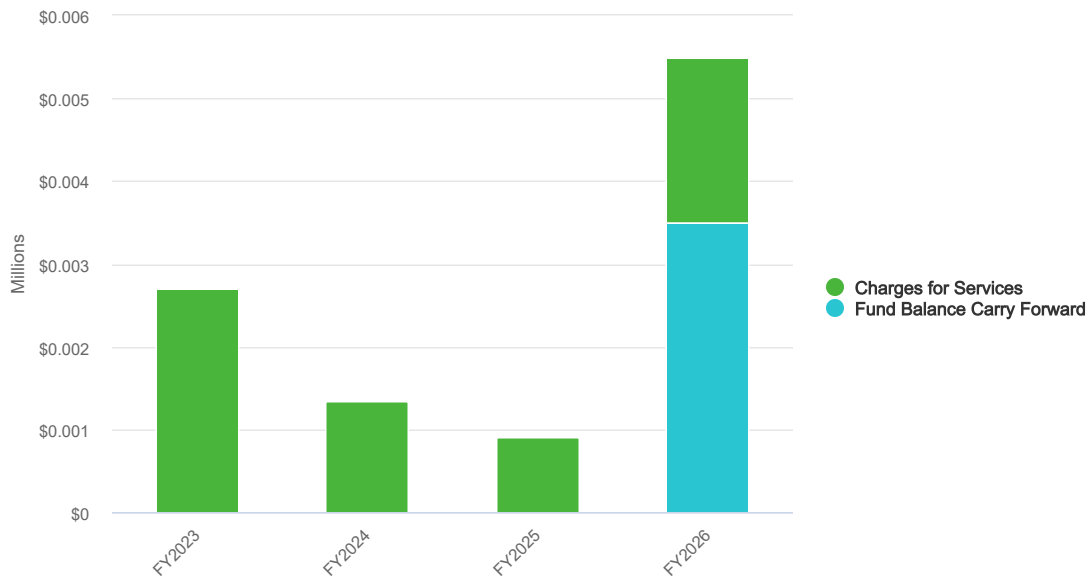


Revenues by Source

Projected 2026 Revenues by Source



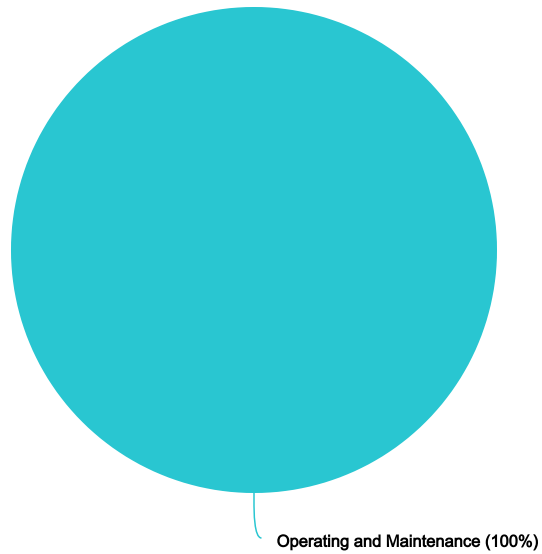
Budgeted and Historical 2026 Revenues by Source



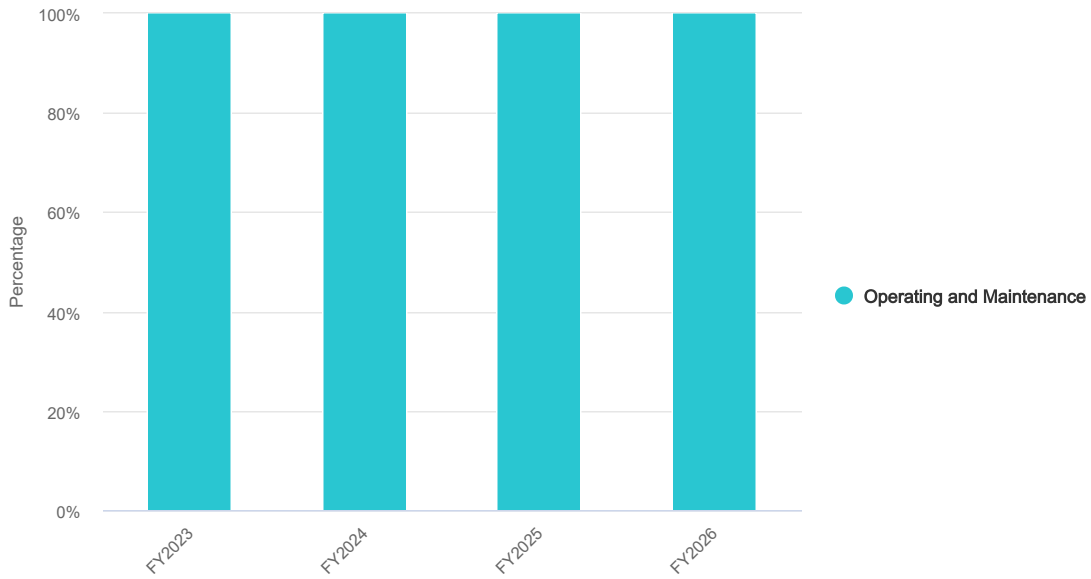
Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Revenue Source						
Charges for Services	\$2,700	\$1,350	\$900	\$4,500	\$2,000	-\$2,500
Fund Balance Carry Forward	\$0	\$0	\$0	\$30,500	\$3,500	-\$27,000
Total Revenue Source:	\$2,700	\$1,350	\$900	\$35,000	\$5,500	-\$29,500

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Operating and Maintenance	\$3,120	\$19,448	\$24,701	\$0	\$5,500	\$5,500
Capital	\$0	\$0	\$0	\$35,000	\$0	-\$35,000
Total Expense Objects:	\$3,120	\$19,448	\$24,701	\$35,000	\$5,500	-\$29,500

Significant Changes from the Prior Year

- An increase in Operating and Maintenance of \$5,500 is due to the reclassification of costs from Capital. Any expenditures shall be for Public Safety expenses only.
- A decrease in Capital of \$35,000 is due to the reclassification of costs to Operating and Maintenance.

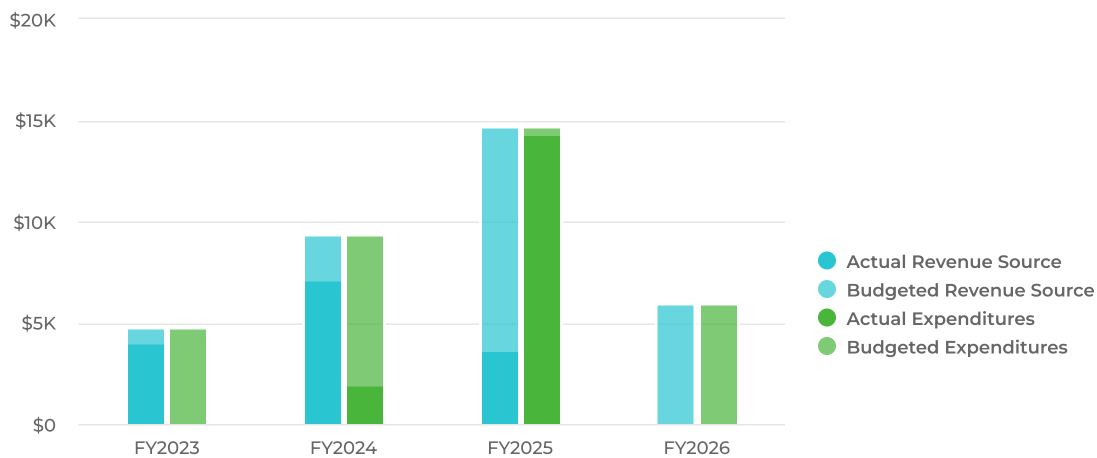


Police Safety Equipment Fund

The Police Safety Equipment Fund are fees imposed by the court system. These fees can be used to purchase safety equipment for Police Officers.

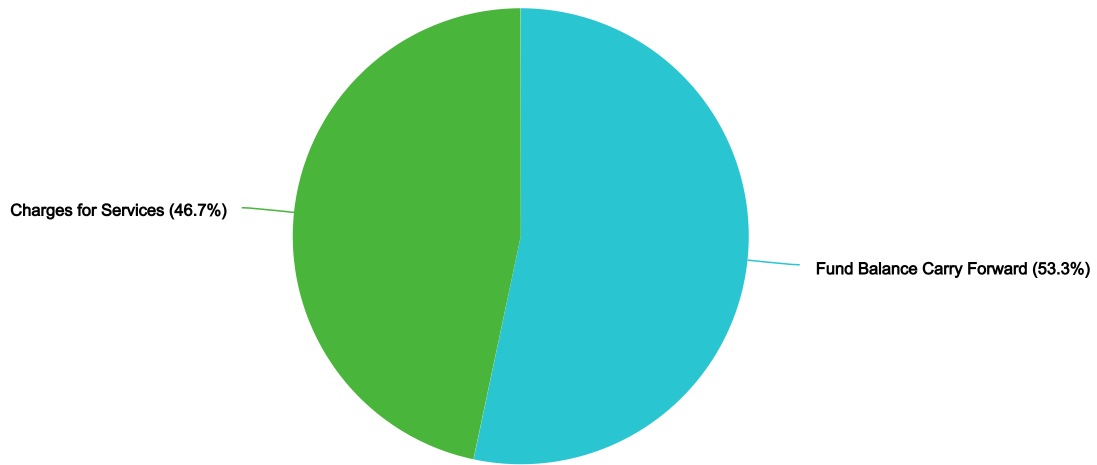
Summary

In FY 2025-2026, the City of Eloy foresees a total revenue projection of \$2,800 for the Police Safety Equipment Fund, supplemented by \$3,200 carried forward from the fund balance, resulting in a combined budget of \$6,000. This budget marks a 59.39% decrease, amounting to \$8,775 less than the previous fiscal year. Budgeted expenditures are also set to increase by the same amount, reaching \$6,000 for FY 2025-2026. It's essential to note that these expenses are designated solely for public safety expenses.

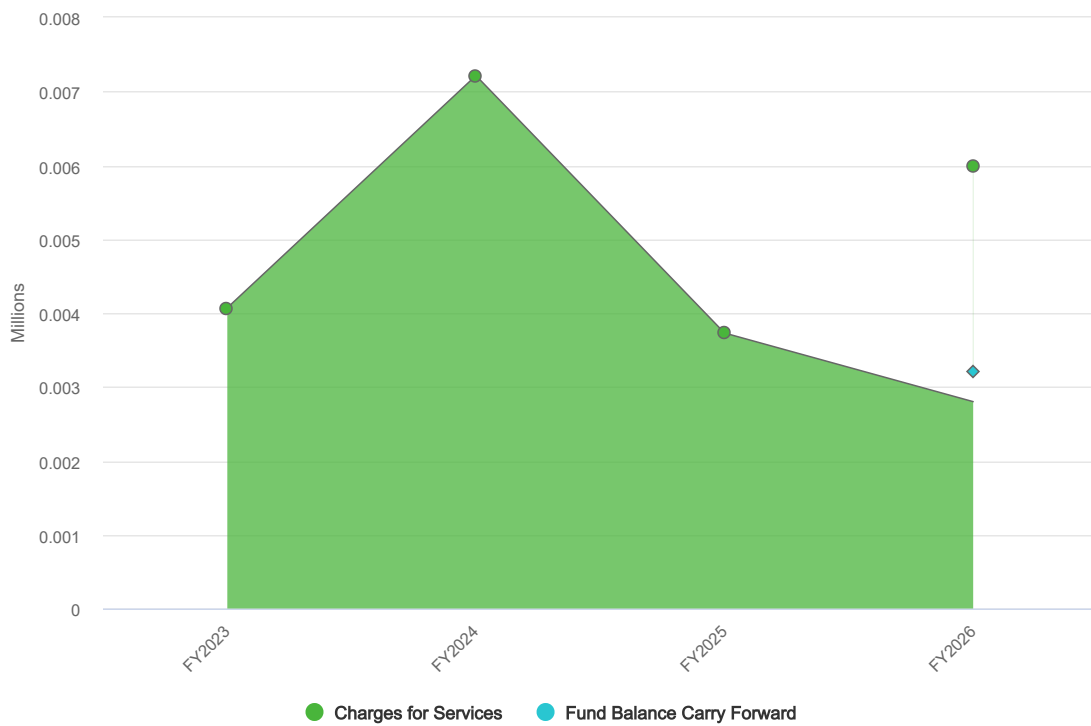


Revenues by Source

Projected 2026 Revenues by Source



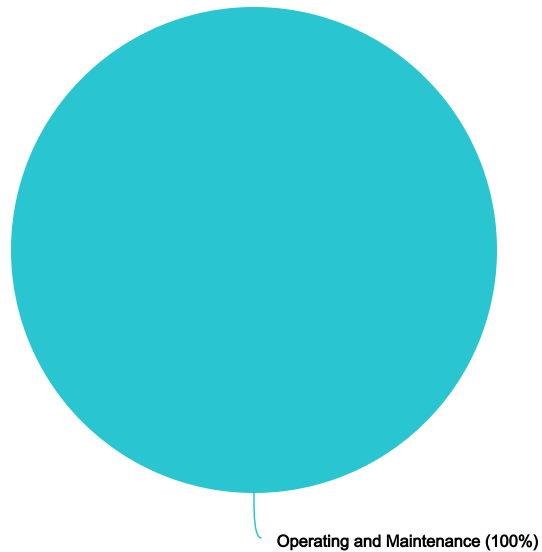
Budgeted and Historical 2026 Revenues by Source



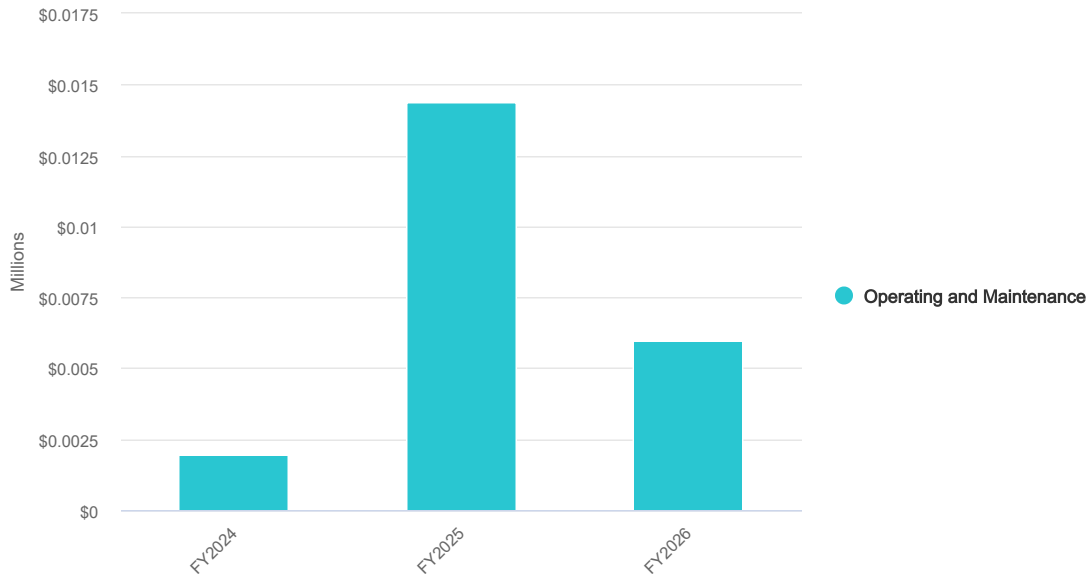
Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Revenue Source						
Charges for Services	\$4,071	\$7,214	\$3,729	\$4,300	\$2,800	-\$1,500
Fund Balance Carry Forward	\$0	\$0	\$0	\$10,475	\$3,200	-\$7,275
Total Revenue Source:	\$4,071	\$7,214	\$3,729	\$14,775	\$6,000	-\$8,775

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Operating and Maintenance	\$0	\$1,965	\$14,393	\$0	\$6,000	\$6,000
Capital	\$0	\$0	\$0	\$14,775	\$0	-\$14,775
Total Expense Objects:	\$0	\$1,965	\$14,393	\$14,775	\$6,000	-\$8,775

Significant Changes from the Prior Year

- An increase in Operating and Maintenance of \$6,000 is due to the reclassification of costs from Capital. Any expenditures shall be for Public Safety expenses only.
- A decrease in Capital of \$14,775 is due to the reclassification of costs to Operating and Maintenance.



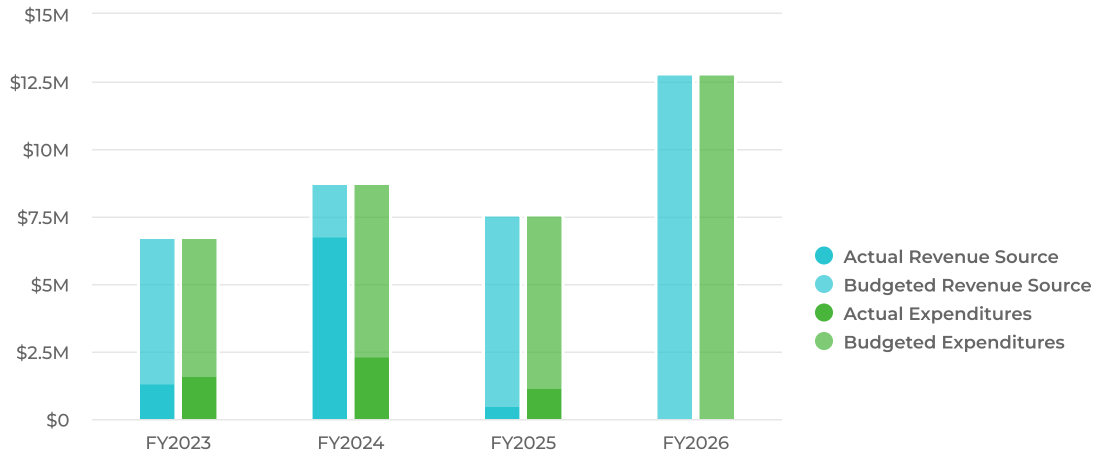


Grants Fund

The Grants Fund is for all federal, state, tribal, and private grants funding opportunities for the City. The goal is to apply for all grants to enhance any and all City services and programs.

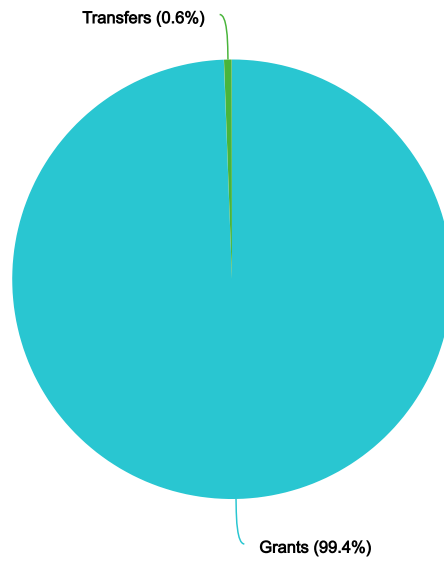
Summary

In FY 2025-2026, the City of Eloy anticipates a total revenue projection of \$12,770,430 for the Grants Fund, with an additional \$75,000 transfer-in from the General Fund, resulting in a combined budget of \$12,845,430. This budget represents an increase of 69.14%, amounting to \$5,251,080 more than the previous fiscal year. Budgeted expenditures are also expected to decrease by the same percentage, reaching \$12,845,430 for FY 2025-2026.

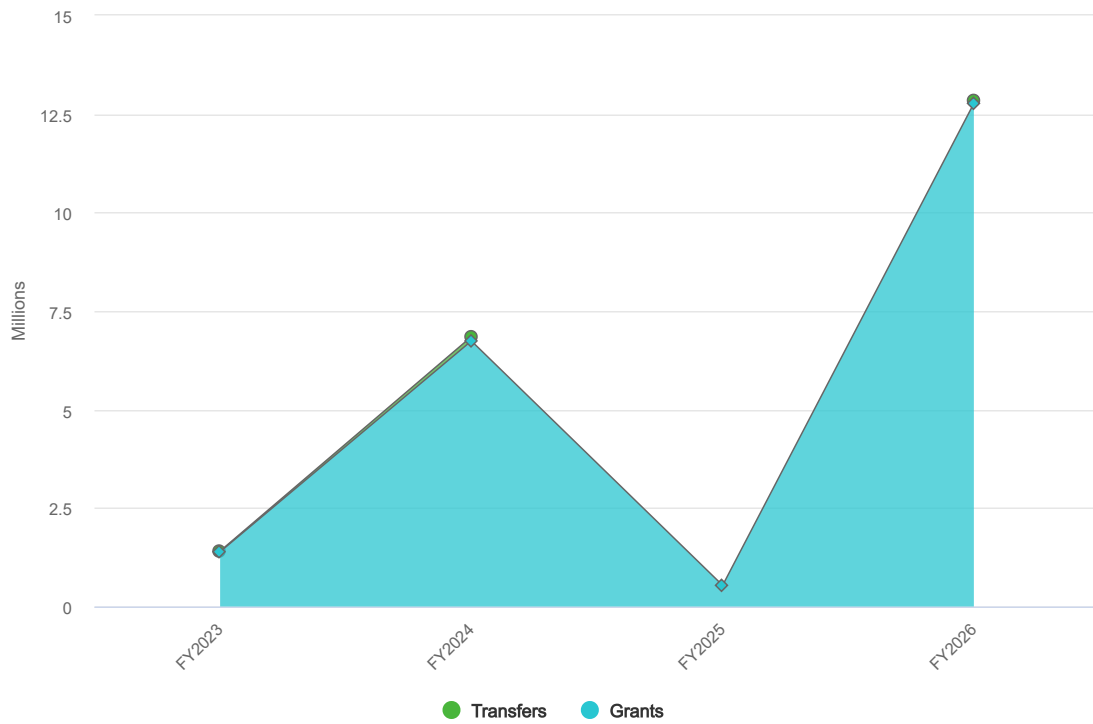


Revenues by Source

Projected 2026 Revenues by Source



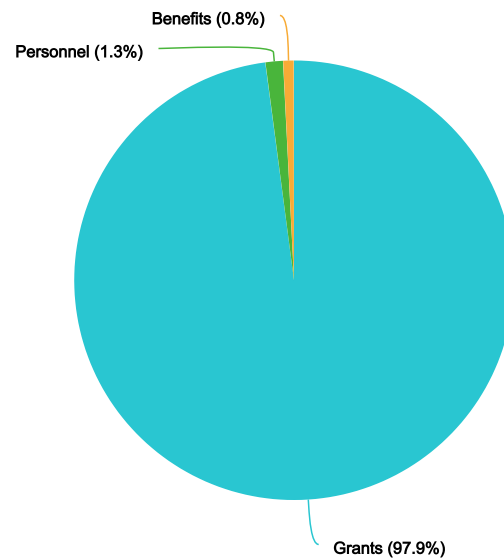
Budgeted and Historical 2026 Revenues by Source



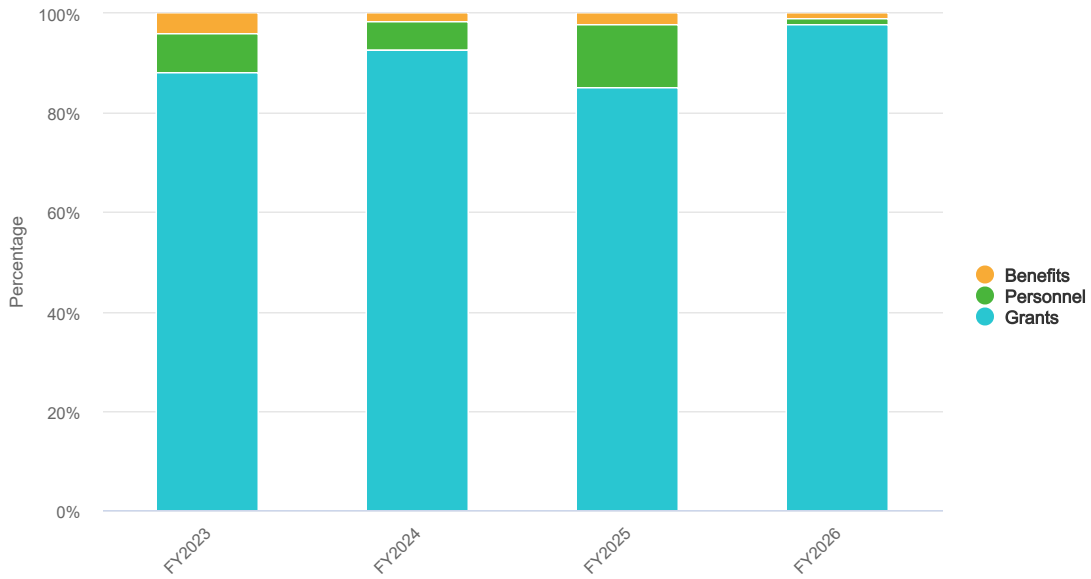
Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Revenue Source						
Transfers	\$17,840	\$107,204	\$0	\$75,000	\$75,000	\$0
Grants	\$1,389,898	\$6,740,761	\$537,405	\$7,519,350	\$12,770,430	\$5,251,080
Total Revenue Source:	\$1,407,738	\$6,847,965	\$537,405	\$7,594,350	\$12,845,430	\$5,251,080

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Personnel	\$132,211	\$137,877	\$153,333	\$192,630	\$164,450	-\$28,180
Benefits	\$61,911	\$38,648	\$23,614	\$96,685	\$101,480	\$4,795
Capital	\$0	\$0	\$0	\$2,793,335	\$0	-\$2,793,335
Grants	\$1,452,751	\$2,223,815	\$1,026,148	\$4,511,700	\$12,579,500	\$8,067,800
Total Expense Objects:	\$1,646,873	\$2,400,340	\$1,203,095	\$7,594,350	\$12,845,430	\$5,251,080

Significant Changes from the Prior Year

- A decrease in Personnel of \$28,180 is due to new personnel being placed in Police grant-funded positions.
- An increase in Benefits of \$4,795 is due to adjusting employee benefits coverage for healthcare in grant-funded positions.
- A decrease in Capital of \$2,793,335 is due to reclassifying costs into the Grants category.
- An increase in Grants of \$8,067,800 is primarily due to the reclassification of costs previously recorded under Capital, along with the inclusion of higher budgetary limits to accommodate anticipated future grant opportunities.

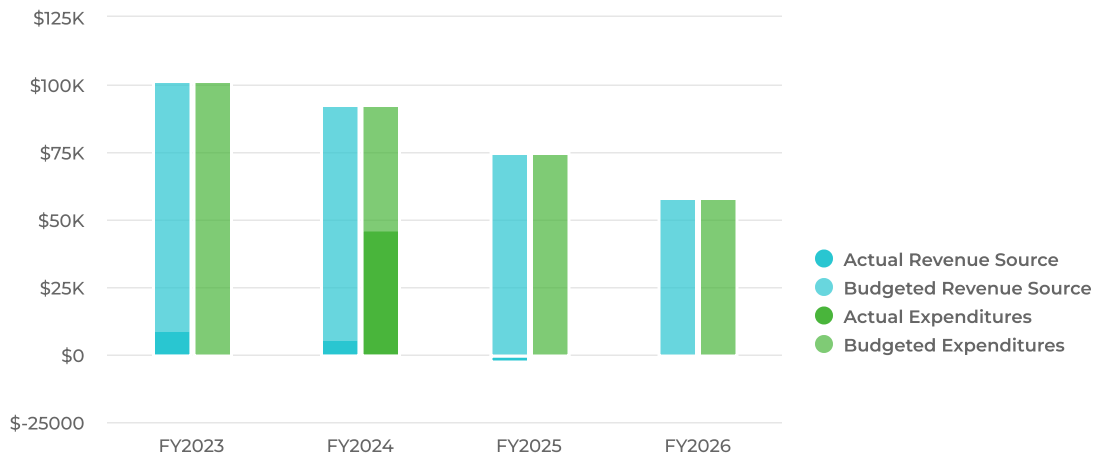


JCEF Fund

The JCEF Fund is established consisting of monies received from the surcharge paid by a person attending a court ordered diversion program. Courts wishing to receive monies from the judicial collection enhancement fund shall submit a plan to the supreme court. Subject to legislative appropriation, the fund monies shall be used according to plans approved by the supreme court to train court personnel, improve, maintain and enhance the ability to collect and manage monies assessed or received by the courts, including restitution, child support, fines and civil penalties, to improve court automation, to improve case processing or the administration of justice and for probation services.

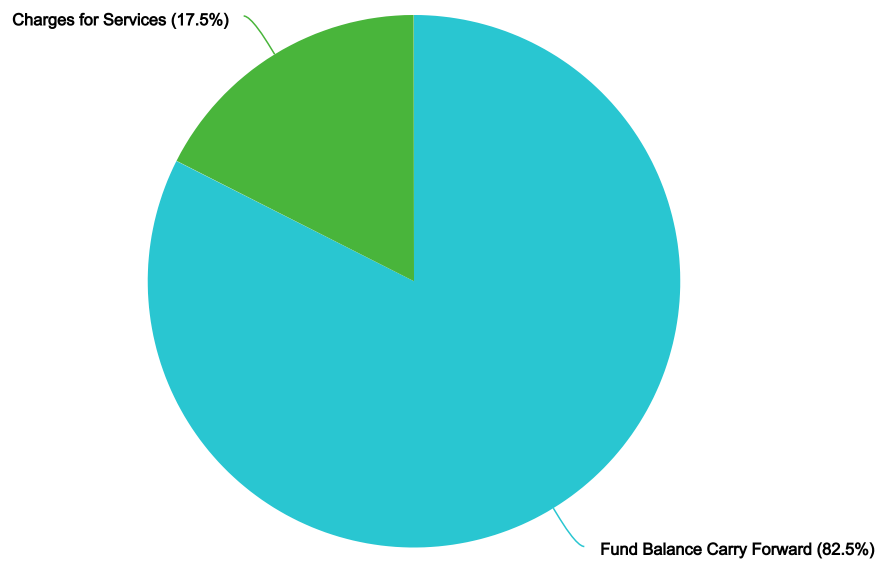
Summary

In the FY 2025-2026, the City of Eloy foresees a total revenue projection of \$10,200 for the JCEF Fund, supplemented by \$48,000 carried forward from the fund balance, resulting in a combined budget of \$58,200. This budget marks a 20.07% decrease, amounting to \$12,055 less than the previous fiscal year. Budgeted expenditures are also set to decline by the same amount, reaching \$58,200 for FY 2025-2026. It's essential to note that these expenses are designated solely for court-related expenses.

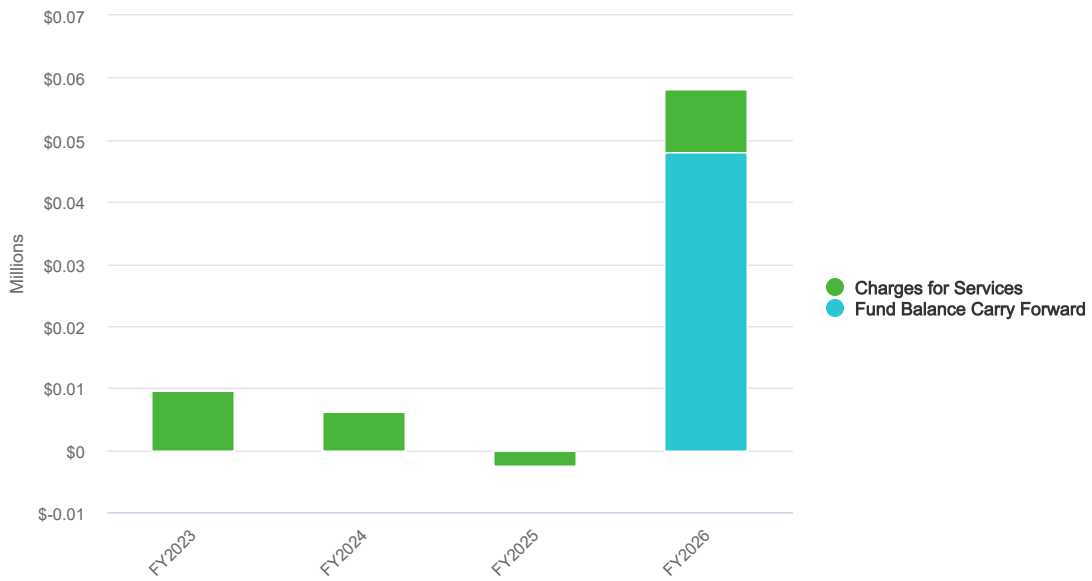


Revenues by Source

Projected 2026 Revenues by Source



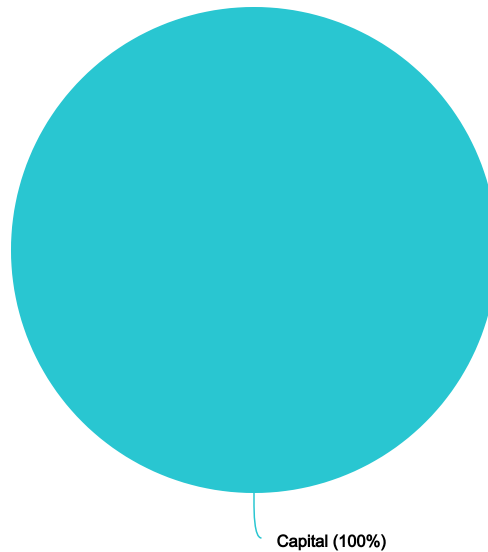
Budgeted and Historical 2026 Revenues by Source



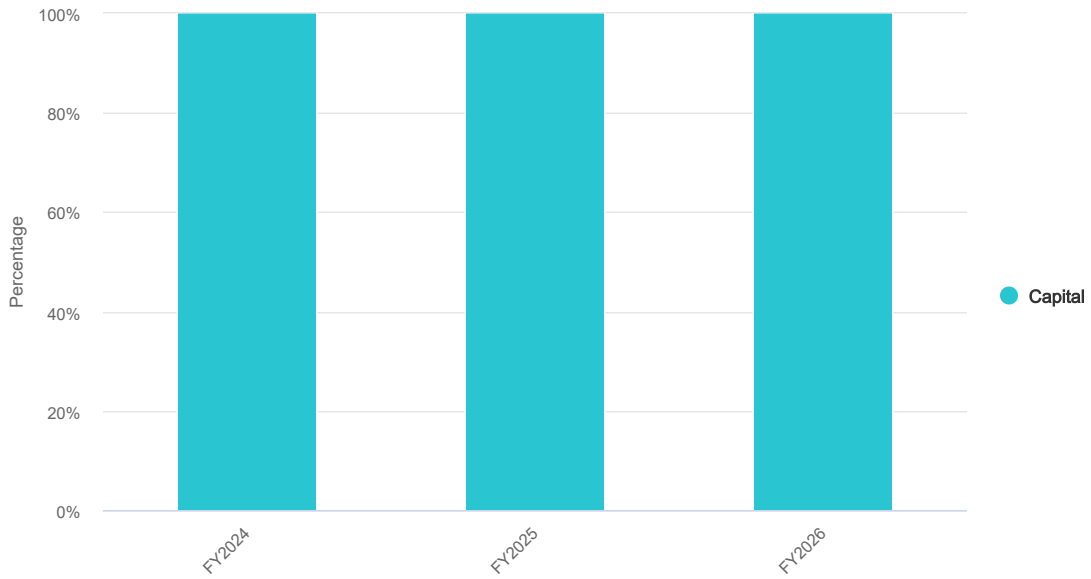
Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Revenue Source						
Charges for Services	\$9,500	\$6,166	-\$2,486	\$14,800	\$10,200	-\$4,600
Fund Balance Carry Forward	\$0	\$0	\$0	\$60,055	\$48,000	-\$12,055
Total Revenue Source:	\$9,500	\$6,166	-\$2,486	\$74,855	\$58,200	-\$16,655

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Capital	\$0	\$46,527	\$932	\$74,855	\$58,200	-\$16,655
Total Expense Objects:	\$0	\$46,527	\$932	\$74,855	\$58,200	-\$16,655

Significant Changes from the Prior Year

- A decrease in Capital of \$16,655 is primarily due to the change in fund balance and capital expenditures that were made for building improvements and equipment at the Court. Any unforeseen expenditures for court-related expenditures may come from this balance.

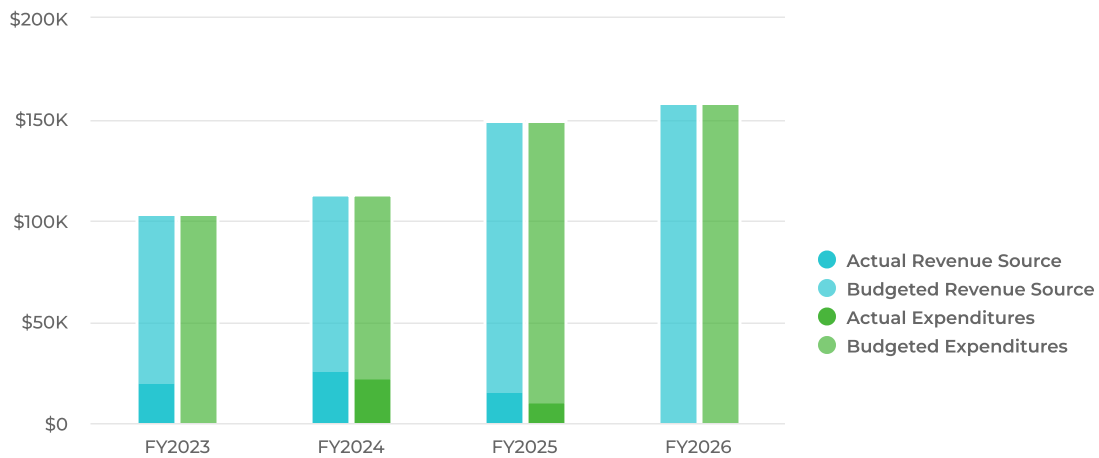


Court Recovery Fund

The Court Enhancement Fund are monies collected by the court. These funds are generated by law enforcement activities that result from surcharges levied on a portion of every fine, penalty and forfeiture imposed and collected by the courts in accordance with state and federal laws and guidelines.

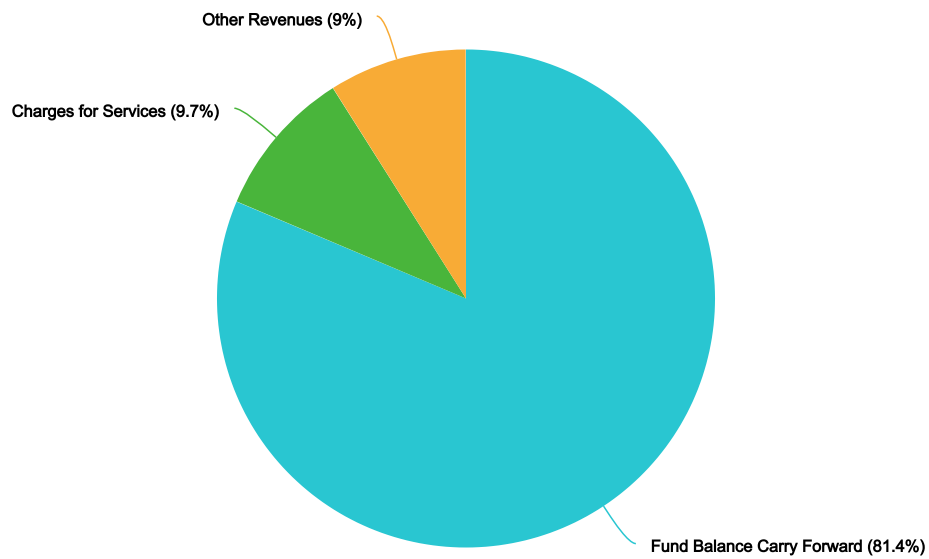
Summary

In FY 2025-2026, the City of Eloy foresees a total revenue projection of \$29,575 for the Court Recovery Fund, supplemented by \$129,220 carried forward from the fund balance, resulting in a combined budget of \$158,795. This budget marks a 6.37% increase, amounting to \$9,515 more than the previous fiscal year. Budgeted expenditures are also set to rise by the same amount, reaching \$158,795 for FY 2025-2026. It's essential to note that these expenses are designated solely for public safety initiatives.

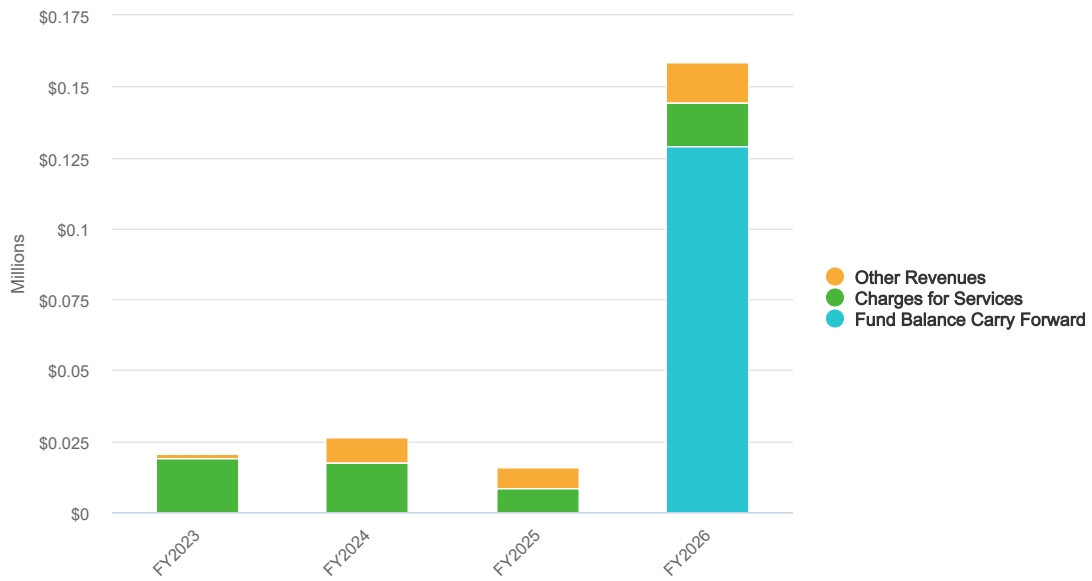


Revenues by Source

Projected 2026 Revenues by Source



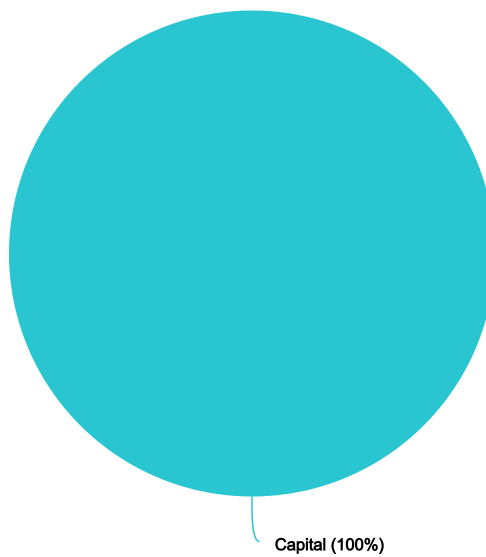
Budgeted and Historical 2026 Revenues by Source



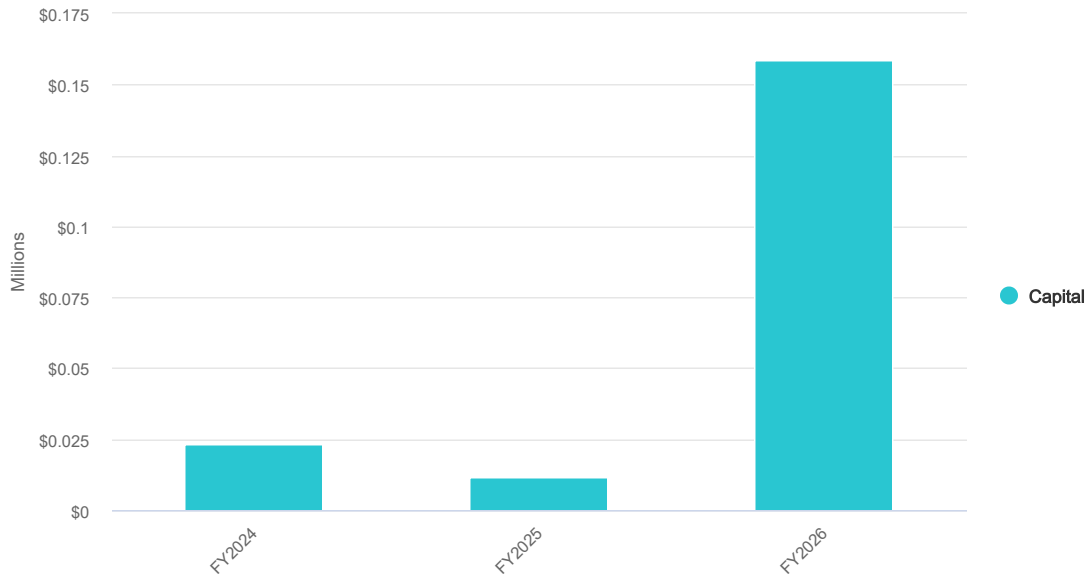
Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Revenue Source						
Charges for Services	\$19,162	\$17,229	\$8,232	\$21,000	\$15,325	-\$5,675
Other Revenues	\$1,284	\$9,428	\$7,840	\$6,500	\$14,250	\$7,750
Fund Balance Carry Forward	\$0	\$0	\$0	\$121,780	\$129,220	\$7,440
Total Revenue Source:	\$20,446	\$26,658	\$16,072	\$149,280	\$158,795	\$9,515

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Capital	\$0	\$23,086	\$11,371	\$149,280	\$158,795	\$9,515
Total Expense Objects:	\$0	\$23,086	\$11,371	\$149,280	\$158,795	\$9,515

Significant Changes from the Prior Year

- An increase in Capital of \$9,515 is primarily the change in fund balance due to higher court recovery costs collected. Any unforeseen expenditures for the court may come from this balance.

The Economic Incentive Fund was established as a strategic initiative to drive long-term economic growth and revitalization within the City of Eloy. On November 13, 2023, the City Council formally adopted Resolution No. 23-1562, authorizing the allocation of \$5,000,000 from the General Fund to support a range of targeted economic development activities.



Economic Incentive Fund

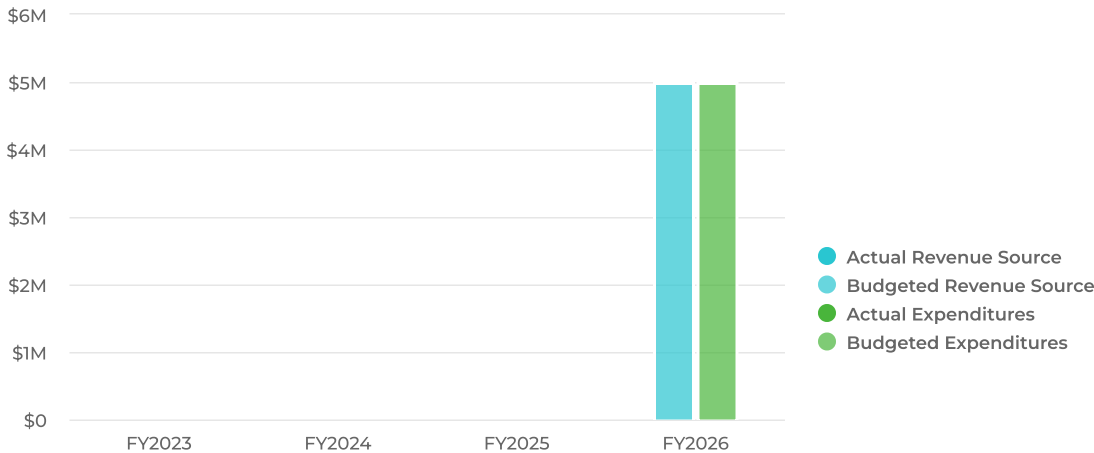
This significant investment reflects the City's commitment to fostering a business-friendly environment, improving essential infrastructure, and stimulating private-sector investment. The fund is specifically designated to support key areas critical to Eloy's future growth, including:

- Water and Wastewater Infrastructure Improvements
- Land Development Initiatives
- Building Enhancements

By having economic incentives in these areas, the City aims to create a foundation for sustainable development, attract new industries, and elevate the overall quality of life for residents. The Economic Incentive Fund stands as a testament to Eloy's forward-thinking approach and readiness to invest in its economic future.

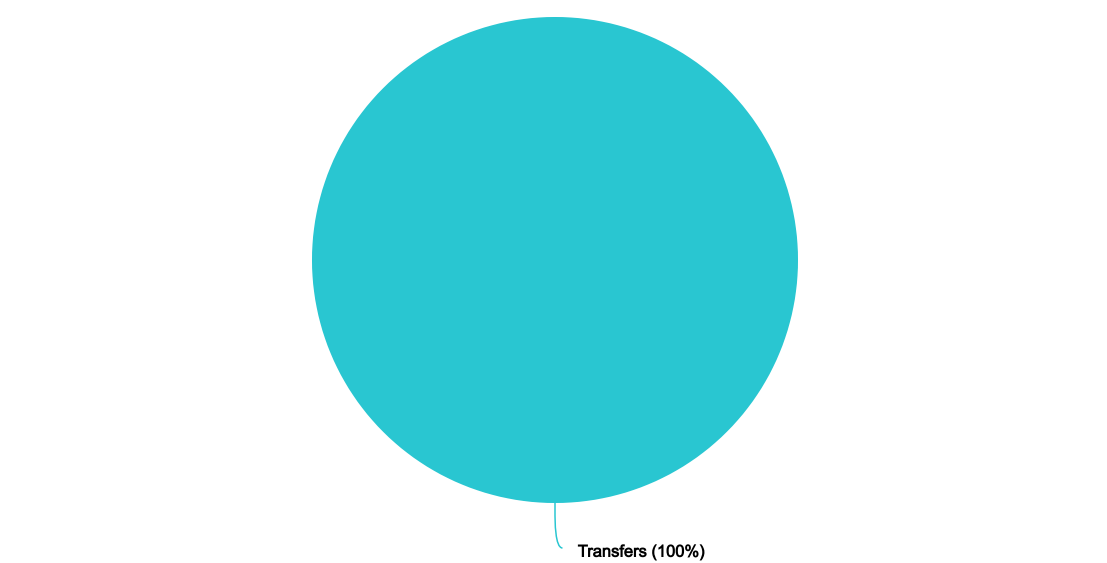
Summary

For FY 2025-2026, the City of Eloy anticipates a total revenue projection of \$5,000,000 for the Economic Incentive Fund. The General Fund transferred \$5,000,000 from its fund balance reserves. Budgeted expenditures are the same amount, reaching \$5,000,000 for FY 2025-2026. It's important to note that these expenses are allocated exclusively to Economic Incentives expenditures that must be approved by the City Council.

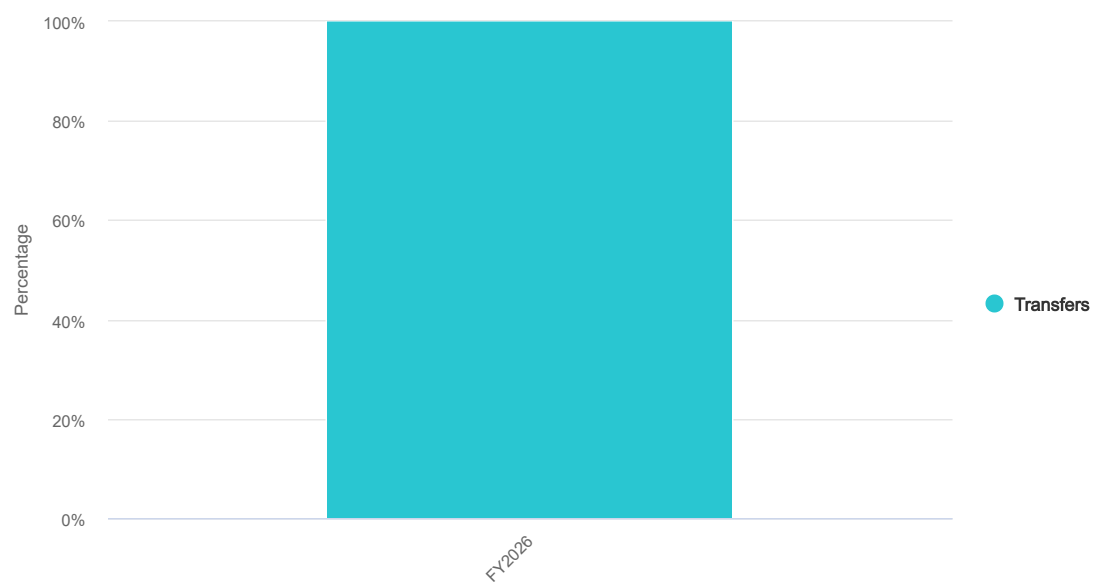


Revenues by Source

Projected 2026 Revenues by Source



Budgeted and Historical 2026 Revenues by Source

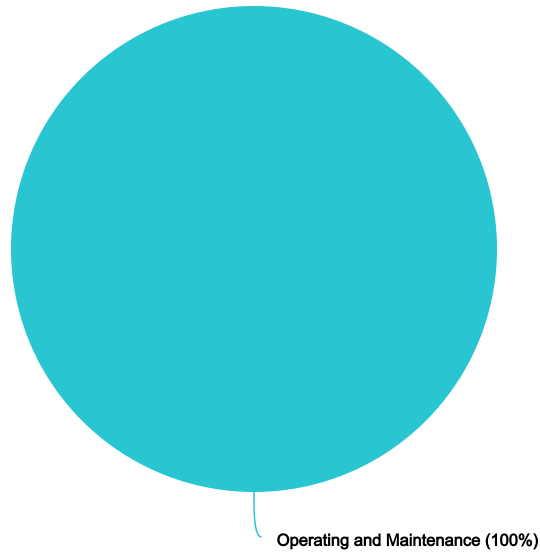


Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Revenue Source						
Transfers	\$0	\$0	\$0	\$0	\$5,000,000	\$5,000,000
Total Revenue Source:	\$0	\$0	\$0	\$0	\$5,000,000	\$5,000,000

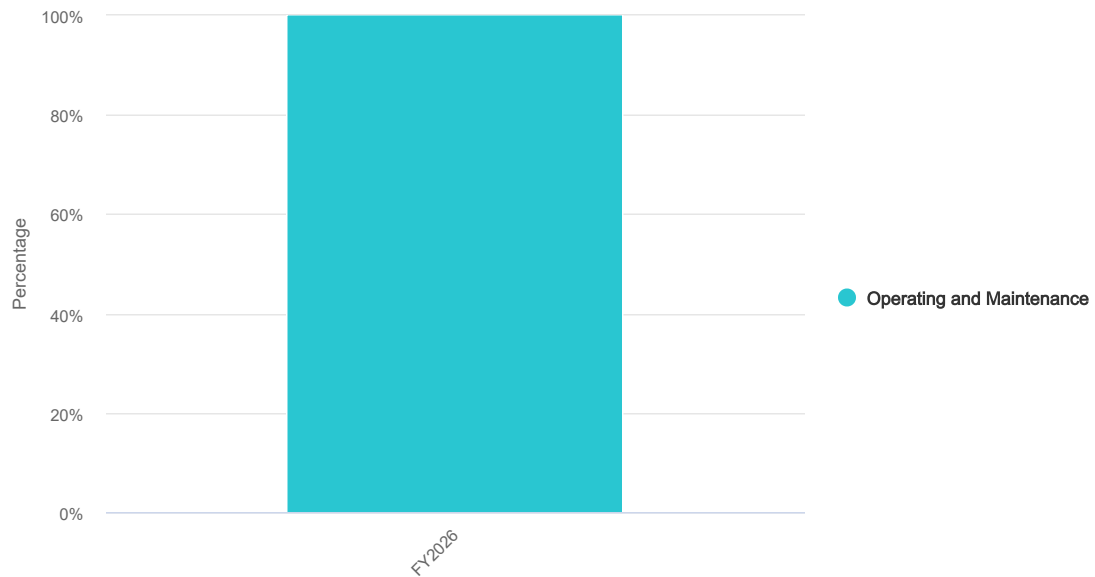


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Operating and Maintenance	\$0	\$0	\$0	\$0	\$5,000,000	\$5,000,000
Total Expense Objects:	\$0	\$0	\$0	\$0	\$5,000,000	\$5,000,000

Significant Changes from the Prior Year

- An increase in Operating and Maintenance of \$5,000,000 is due to the establishment of the Economic Incentive Fund.



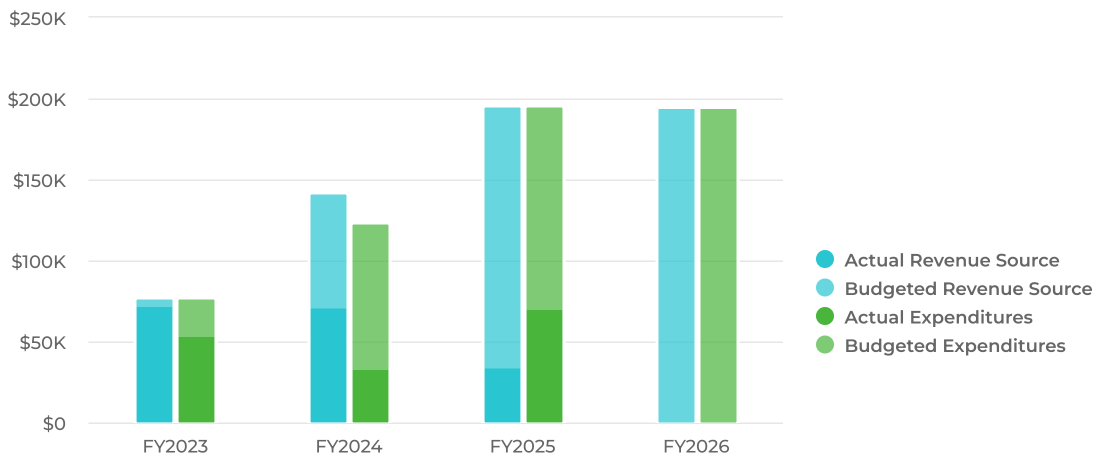


Smart and Safe Fund

The Smart and Safe Fund is from the passage of Proposition 207 which legalized the sale and use of recreational marijuana. The initiative established a 16% tax on the sale of recreational marijuana and products. The tax would be deposited in the Smart and Safe Fund which would be distributed to community colleges, law enforcement agencies, transportation programs, public health, criminal programs, and to the Attorney General for enforcement. Eloy's Police Department can use these funds for law enforcement purchases.

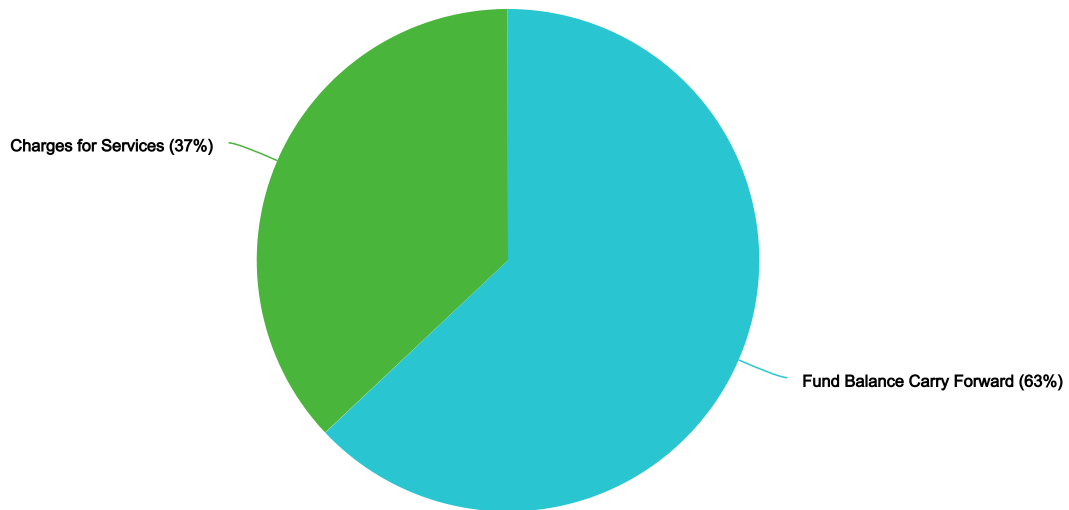
Summary

In FY 2025-2026, the City of Eloy foresees a total revenue projection of \$72,310 for the Smart and Safety Fund, supplemented by \$123,000 carried forward from the fund balance, resulting in a combined budget of \$195,310. This budget marks a decrease of \$690 less than the previous fiscal year. Budgeted expenditures are also set to rise by the same amount, reaching \$195,310 for FY 2025-2026. It's essential to note that these expenses are designated solely for public safety initiatives.

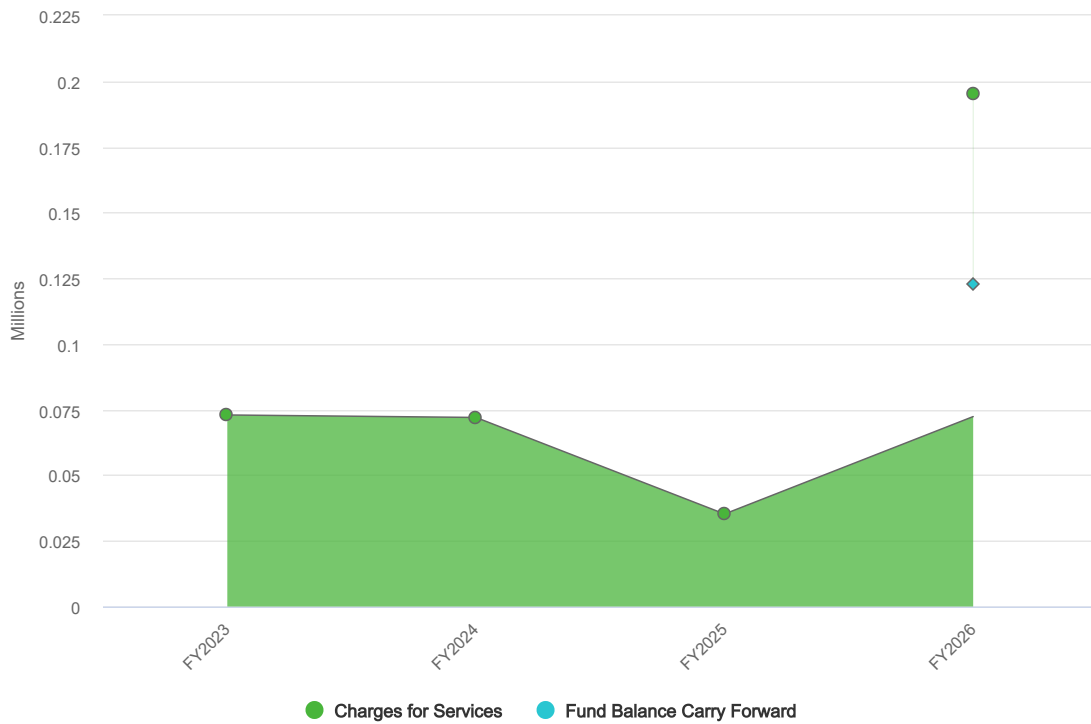


Revenues by Source

Projected 2026 Revenues by Source



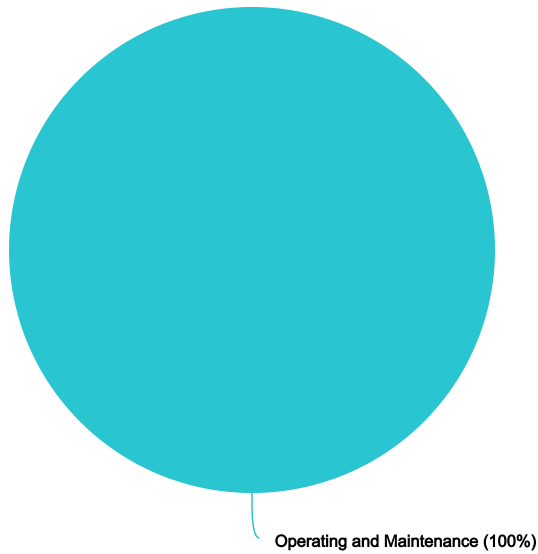
Budgeted and Historical 2026 Revenues by Source



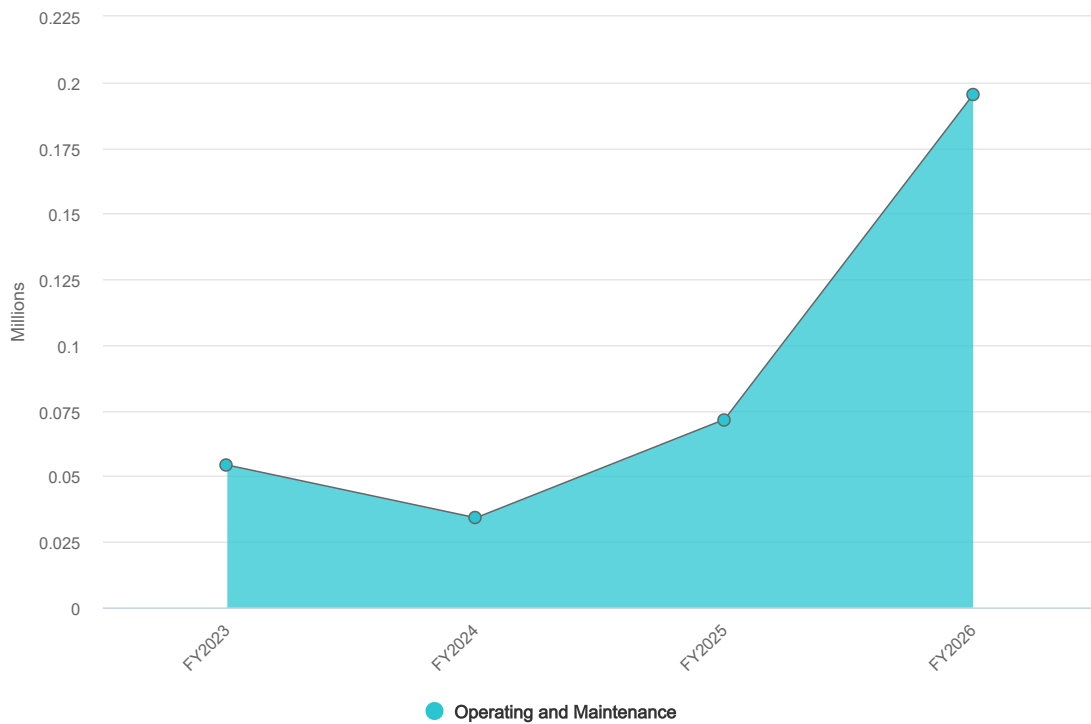
Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Revenue Source						
Charges for Services	\$72,920	\$71,977	\$35,222	\$73,000	\$72,310	-\$690
Fund Balance Carry Forward	\$0	\$0	\$0	\$123,000	\$123,000	\$0
Total Revenue Source:	\$72,920	\$71,977	\$35,222	\$196,000	\$195,310	-\$690

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Operating and Maintenance	\$54,248	\$34,161	\$71,620	\$0	\$195,310	\$195,310
Capital	\$0	\$0	\$0	\$196,000	\$0	-\$196,000
Total Expense Objects:	\$54,248	\$34,161	\$71,620	\$196,000	\$195,310	-\$690

Significant Changes from the Prior Year

- An increase in Operating and Maintenance of \$195,310 is due to the reclassification of costs from Capital. Any expenditures shall be for Public Safety expenses only.
- A decrease in Capital of \$196,000 is due to the reclassification of costs to the Operating and Maintenance category.

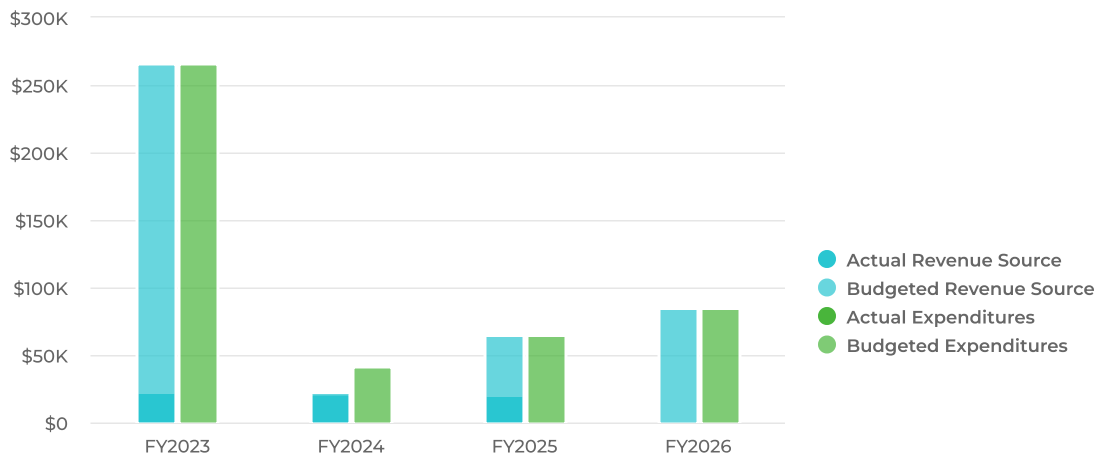


Water Allotment Fund

The Water Allotment Fund is set up as a cost-sharing and water allocation agreement between Linmark, LLC, Musulin Trust, and the City of Eloy. The City of Eloy maintains a designation of assured water supply for the City's municipal water service and planning area. The landowners have entered into an agreement with the City to provide a cost-sharing agreement to pay for a proportionate share of the City's Central Arizona Groundwater Replenishment District Dues in exchange for reserving water credits.

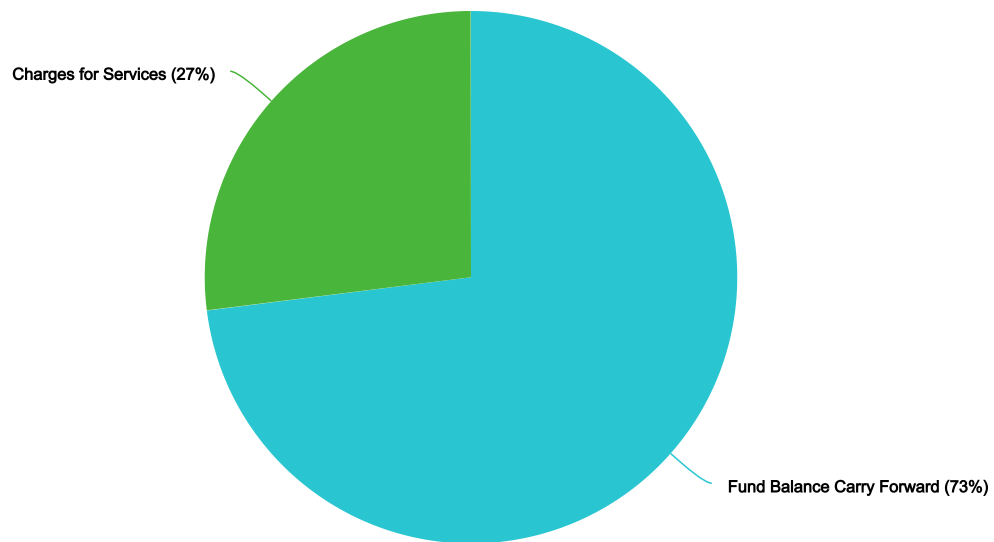
Summary

For FY 2025-2026, the City of Eloy anticipates a total revenue projection of \$23,000 for the Water Allotment Fund, along with an additional \$62,250 carried forward from the fund balance, resulting in a combined budget of \$85,250. Compared to the prior year, this budget represents a significant increase of 29.54%, amounting to \$19,440 more than the previous fiscal year. Budgeted expenditures are also set to rise by the same amount, reaching \$85,250 for FY 2025-2026. It's important to note that these expenses are allocated exclusively to water-related expenditures.

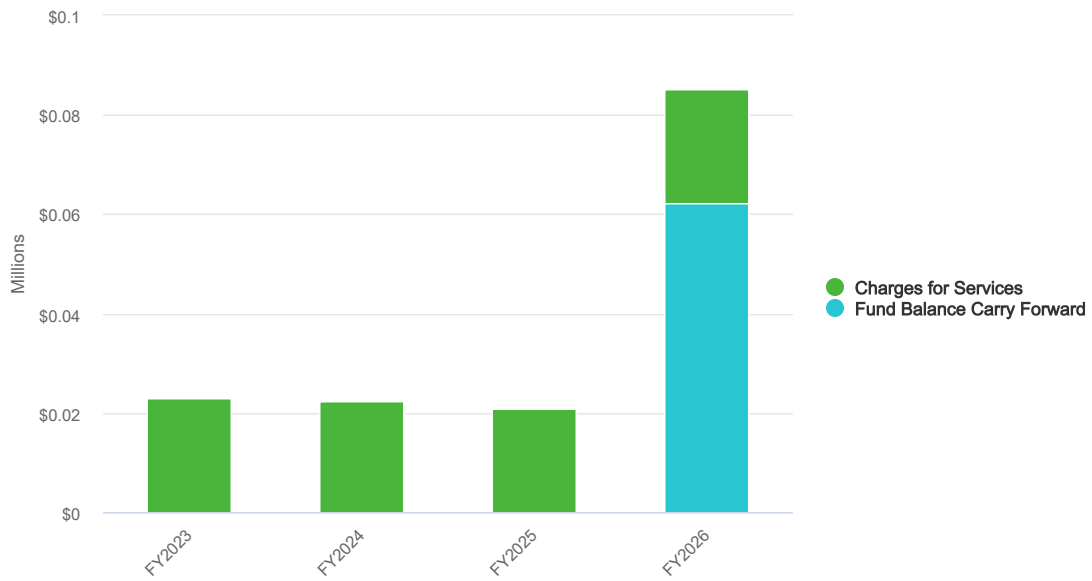


Revenues by Source

Projected 2026 Revenues by Source



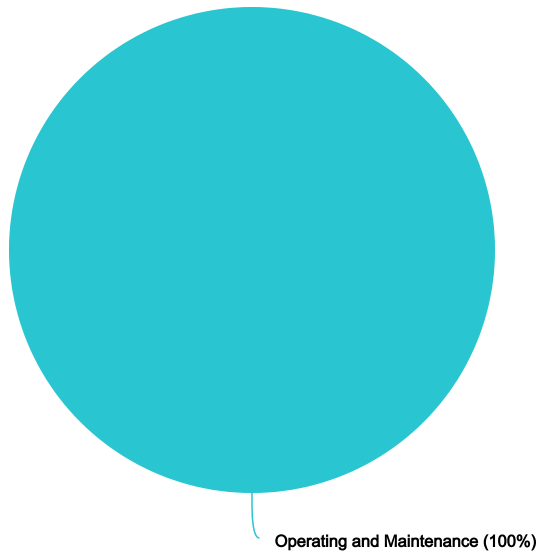
Budgeted and Historical 2026 Revenues by Source



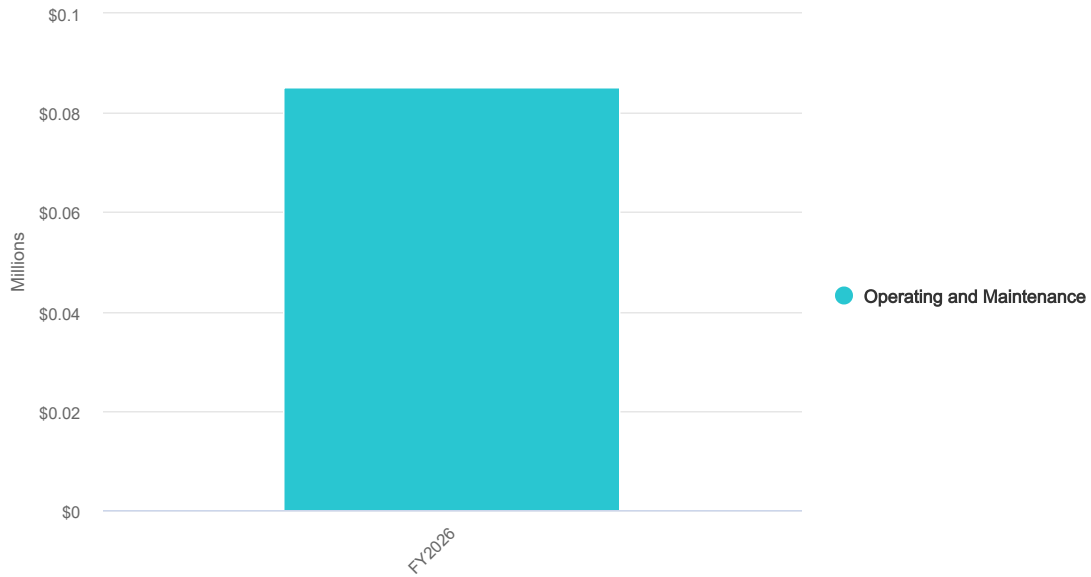
Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Revenue Source						
Charges for Services	\$23,035	\$22,294	\$20,700	\$24,000	\$23,000	-\$1,000
Fund Balance Carry Forward	\$0	\$0	\$0	\$41,810	\$62,250	\$20,440
Total Revenue Source:	\$23,035	\$22,294	\$20,700	\$65,810	\$85,250	\$19,440

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Operating and Maintenance	\$0	\$0	\$0	\$65,810	\$85,250	\$19,440
Total Expense Objects:	\$0	\$0	\$0	\$65,810	\$85,250	\$19,440

Significant Changes from the Prior Year

- An increase in Operating and Maintenance of \$19,440 is due to the recording of funds from the current members that contributed to the Water Allocation Agreement. Any expenditures must be spent on Water expenses related to the Central Arizona Groundwater Replenishment District dues.



WIFA Fund

The Water Infrastructure Finance Authority (WIFA) provides funding to Arizona's communities through the CWSRF and DWSRF programs, helping our communities construct and maintain their wastewater and drinking water infrastructure. Eloy will be applying for funding for capital projects for Water and Sewer Capital Projects.

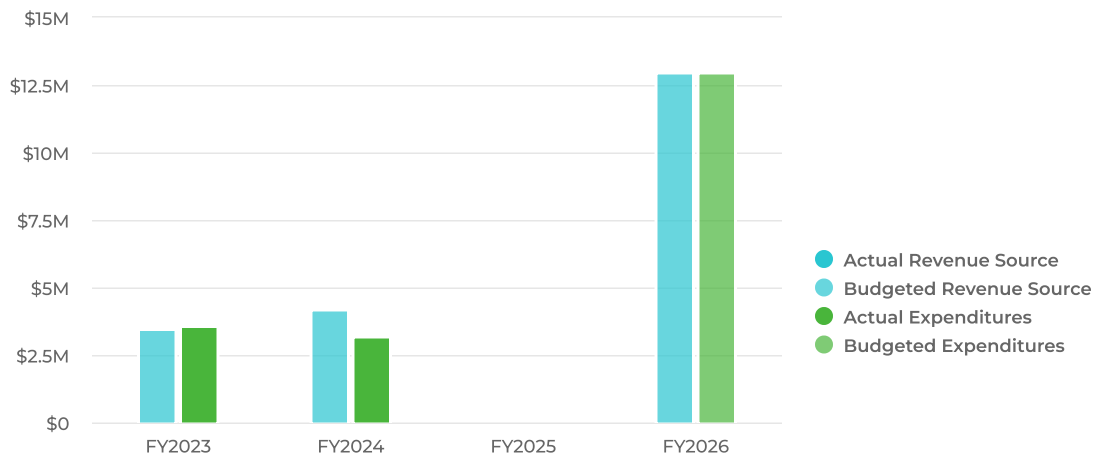
Summary

For Fiscal Year 2025–2026, the City of Eloy plans to secure two new debt obligations through the Water Infrastructure Finance Authority (WIFA) to support critical infrastructure improvements. The City anticipates receiving:

- \$7.5 million through the Drinking Water State Revolving Fund (DWSRF)
- \$5.5 million through the Clean Water State Revolving Fund (CWSRF)

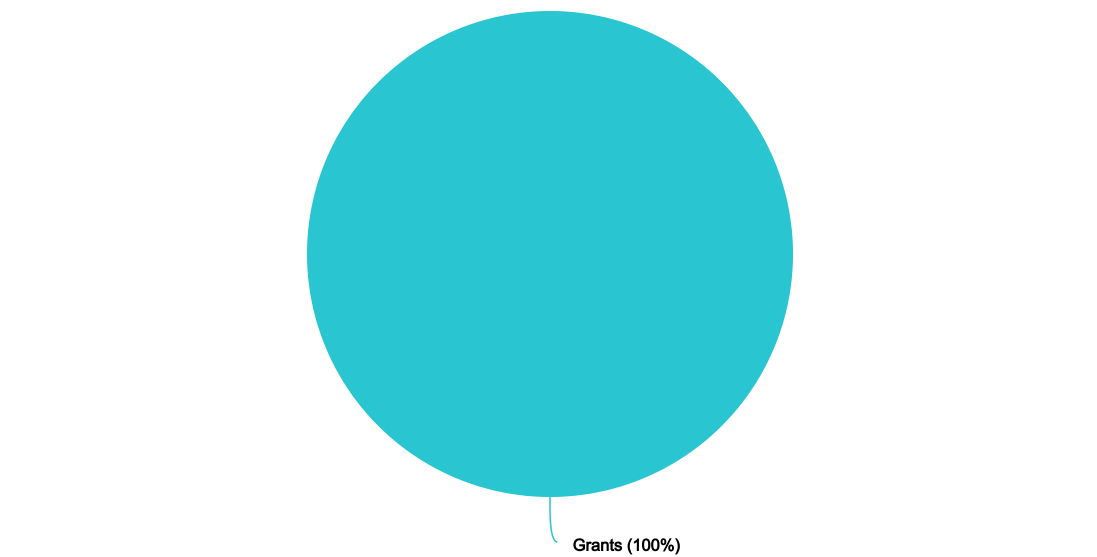
Together, these funding sources represent a total anticipated debt obligation of \$13 million.

Correspondingly, both anticipated revenues and budgeted expenditures are projected at \$13 million, aligning with the total debt amount. It is important to emphasize that these funds are earmarked specifically for water and wastewater system improvements, reinforcing the City's commitment to enhancing public utilities, ensuring environmental sustainability, and supporting future growth.

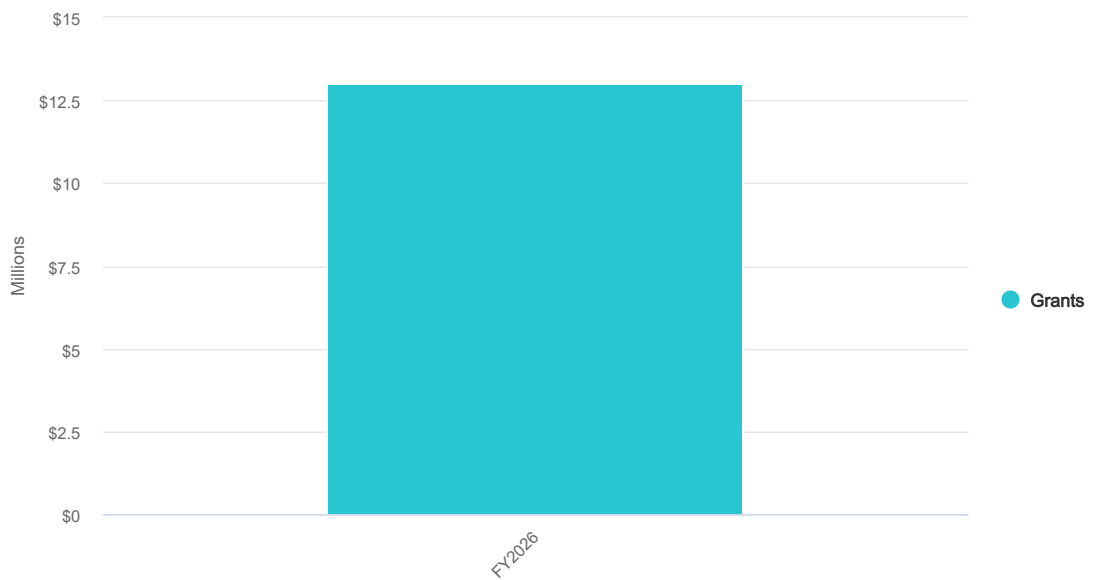


Revenues by Source

Projected 2026 Revenues by Source



Budgeted and Historical 2026 Revenues by Source

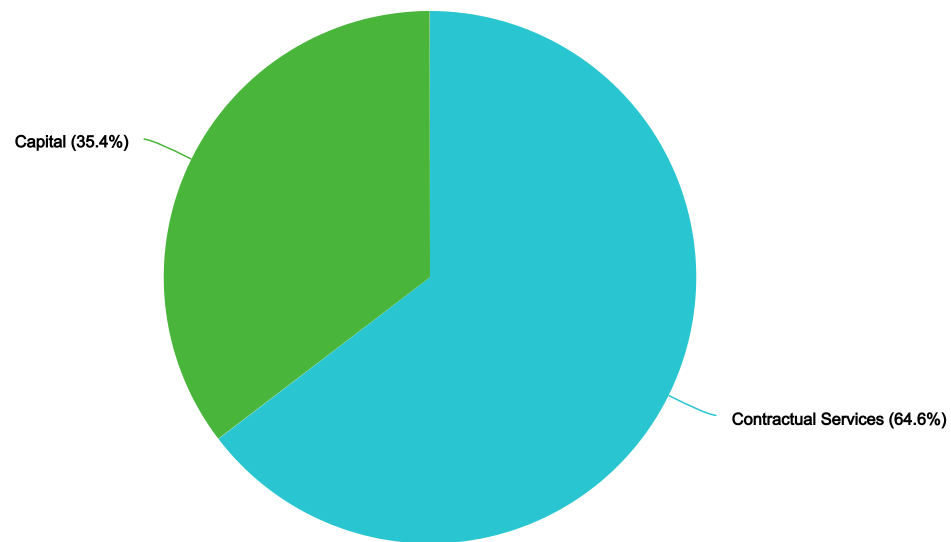


Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Revenue Source						
Grants	\$0	\$0	\$0	\$0	\$13,000,000	\$13,000,000
Total Revenue Source:	\$0	\$0	\$0	\$0	\$13,000,000	\$13,000,000

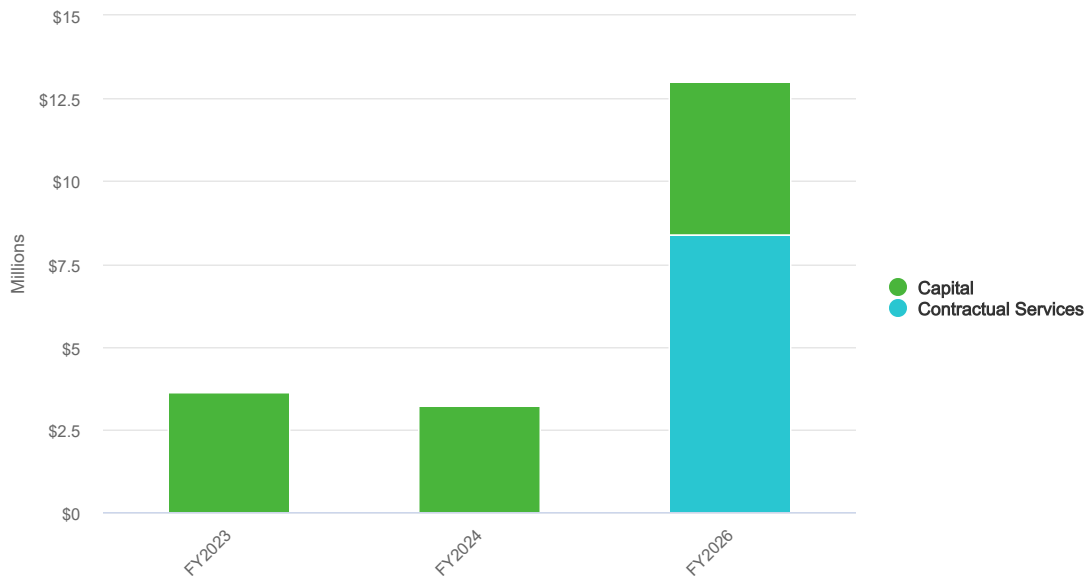


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Contractual Services	\$0	\$0	\$0	\$0	\$8,402,500	\$8,402,500
Capital	\$3,622,327	\$3,214,089	\$0	\$0	\$4,597,500	\$4,597,500
Total Expense Objects:	\$3,622,327	\$3,214,089	\$0	\$0	\$13,000,000	\$13,000,000

Significant Changes from the Prior Year

- An increase in Contractual Services of \$8,402,500 is due to budgeting for new debt obligations for Water and Wastewater.
- An increase in Capital of \$4,597,500 is due to budgeting for new debt obligations for Water and Wastewater.





Water Fund

The Water Department is committed to ensuring every resident has access to safe, clean, affordable water. Guided by a forward-looking vision, the department emphasizes innovation, sustainability, and strategic planning to protect water resources and support the city's growth. Its primary goals include delivering a reliable water supply, maintaining and upgrading infrastructure, ensuring compliance with water quality regulations, promoting conservation, providing excellent customer service, and preparing for emergencies. These goals reflect the division's dedication to water security, environmental stewardship, and community well-being.

To achieve these goals, the Water Department operates, maintains, and upgrades the city's water supply infrastructure, which includes wells, pipelines, pumps, and storage facilities. It continuously monitors and tests water quality to meet or exceed local, state, and federal safety standards, ensuring regulatory compliance and protecting public health. Proactive maintenance and infrastructure improvements help prevent service disruptions and extend the life of critical assets, ensuring a resilient and efficient water delivery system.

In addition to technical operations, the department is deeply committed to public engagement and sustainable practices. It responds promptly to service requests, repairs, and leaks while promoting water conservation through community education and resource-efficient management. By maintaining transparency, offering accessible information, and fostering a culture of accountability, the Water Department builds trust with residents and supports long-term water sustainability for future generations.

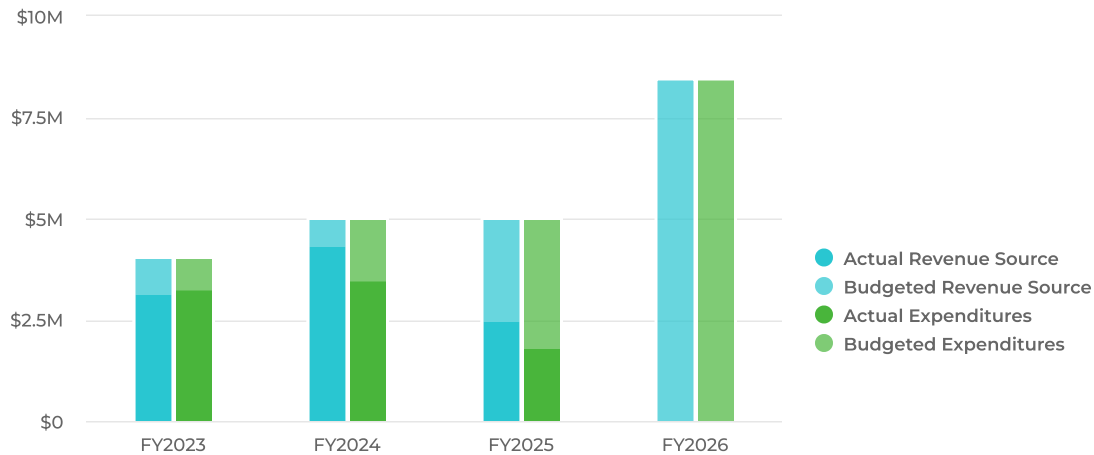
Summary

In FY 2025-2026, the City of Eloy anticipates a total revenue, including transfers-in (\$2,637,390) and fund balance (\$2,018,720), of \$8,466,010 for the Water Fund. This marks a significant increase of \$3,445,080, or 68.63%, compared to the previous year.

Excluding transfers-in revenue and fund balance, total water revenues amount to \$3,809,900, which reflects a \$278,970 or 7.90% increase from the prior fiscal year. This growth can be attributed to new water accounts, CAP water sales to the City of Surprise, and the 11% utility rate increase, which will be implemented on November 11, 2025, per Resolution 22-1529.

Budget projections for Fiscal Year 2025–2026 indicate a notable increase in expenditures for the Water Fund. Total budgeted spending is expected to rise by 69.63%, or \$3,445,080, bringing the overall expenditures to \$8,466,010. This increase is primarily driven by efforts to reduce outstanding debt and investments in key capital infrastructure projects, such as Pump Station 2, Well 3, the Houser water line project, and the Nitrate facility.

These projects are essential to maintaining and enhancing the City's water service capacity, reliability, and compliance with regulatory standards. Additional details can be found in the Capital Improvements section of the budget.



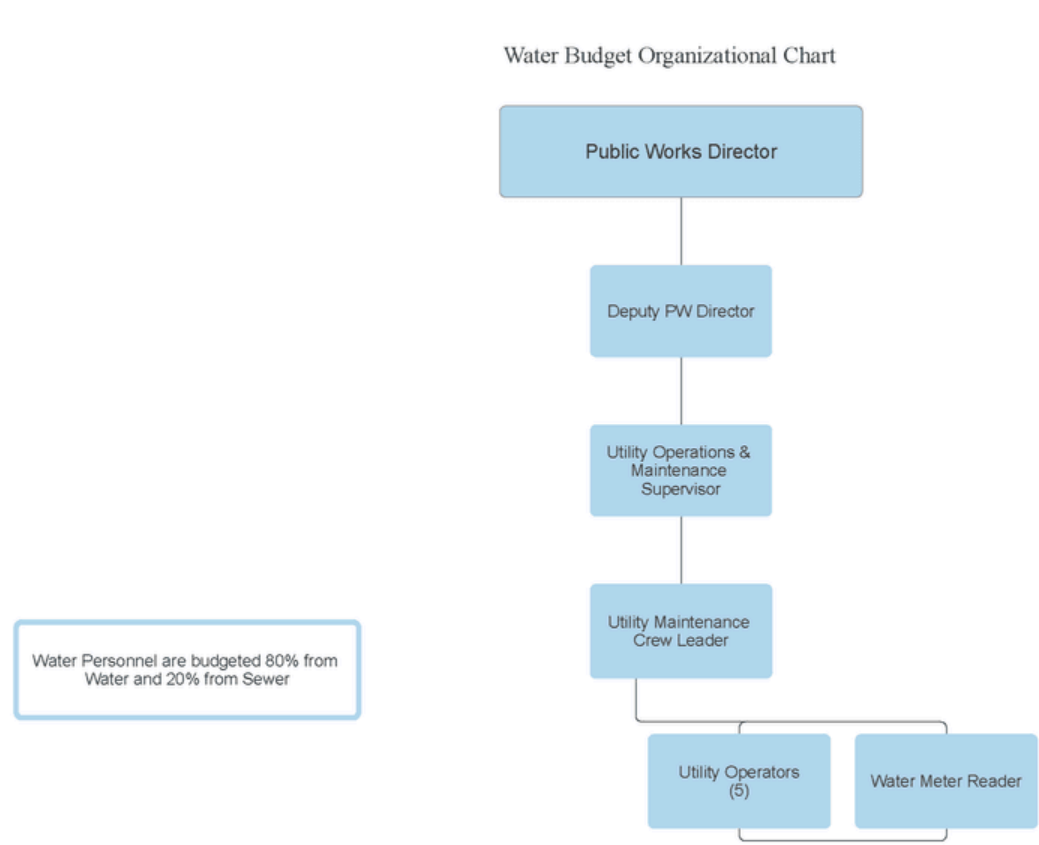
Budget Objectives

The Water Department's budget focuses on maintaining financial health, improving service quality, ensuring regulatory compliance, investing in infrastructure, and preparing for the future.

- Financial Stability, Transparency & Accountability – Develop a balanced budget that ensures sufficient funding for operations and improvements while maintaining clear budgeting practices, responsible spending, and public reporting to build trust and meet oversight requirements.
- Operational Efficiency & Customer Service – Allocate resources to optimize daily operations, reduce waste, and enhance customer service through modern billing systems, online payment platforms, and communication tools.
- Infrastructure Investment & Long-Term Resilience – Prioritize funding for maintaining, upgrading, and expanding water infrastructure to ensure long-term reliability, meet future demands, and prepare for population growth and climate change challenges.
- Water Quality, Safety & Compliance – Ensure adequate resources for water treatment, monitoring, and regulatory compliance to provide safe, clean drinking water while meeting all legal and environmental requirements.
- Emergency Preparedness & Resilience – Set aside funds for backup systems, disaster recovery plans, and rapid response to system failures.
- Sustainability & Conservation – Budget for water conservation programs and sustainable practices to protect water resources for future generations.
- Workforce Training & Development – Supports employee training, certifications, and skill development to maintain a capable and efficient workforce.
- Community Engagement & Education – Fund public education programs on water conservation, billing, and responsible usage to encourage long-term sustainability.

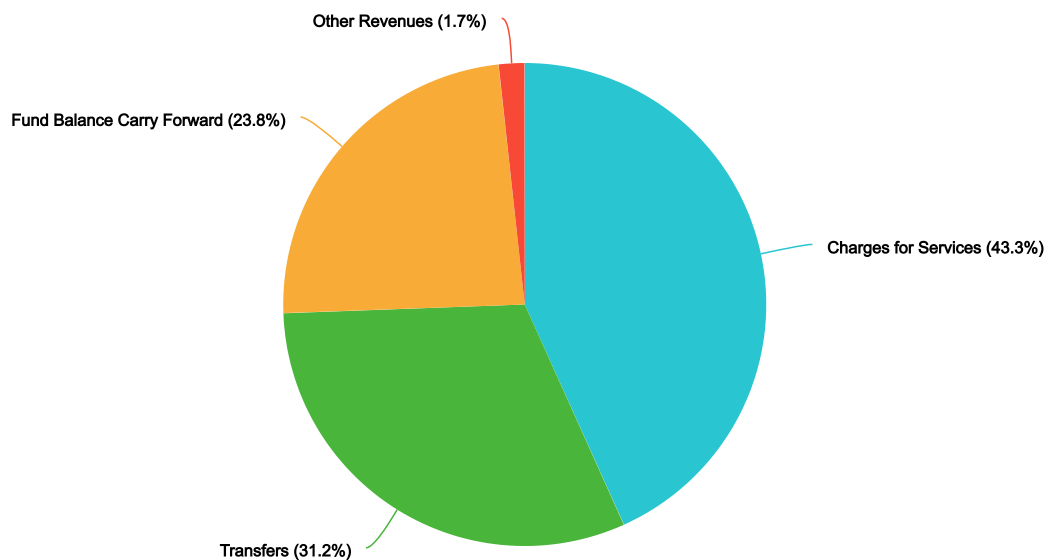
This budget ensures that the Water Department can provide safe, reliable, and affordable water services while preparing for future challenges and environmental sustainability.

Organizational Chart

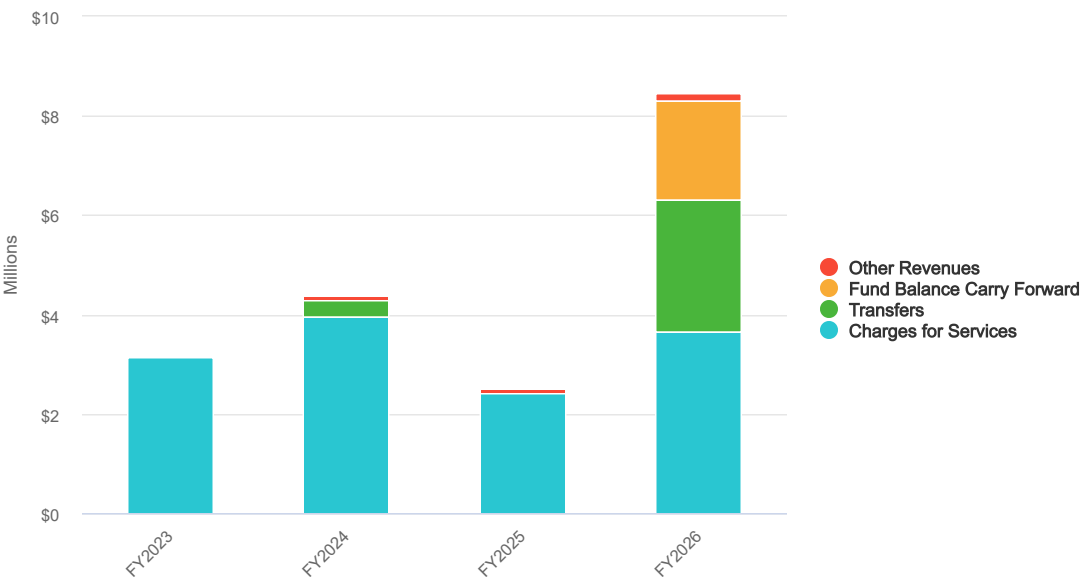


Revenues by Source

Projected 2026 Revenues by Source



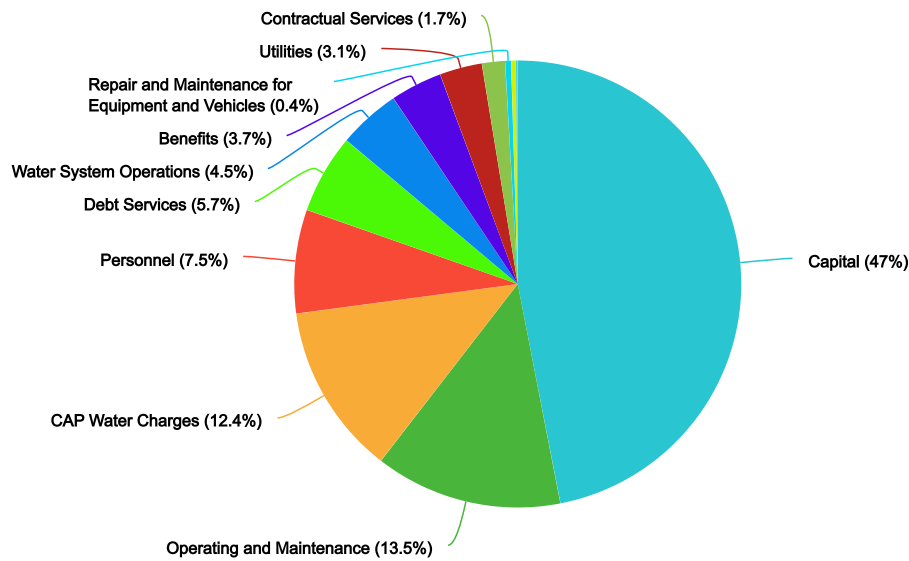
Budgeted and Historical 2026 Revenues by Source



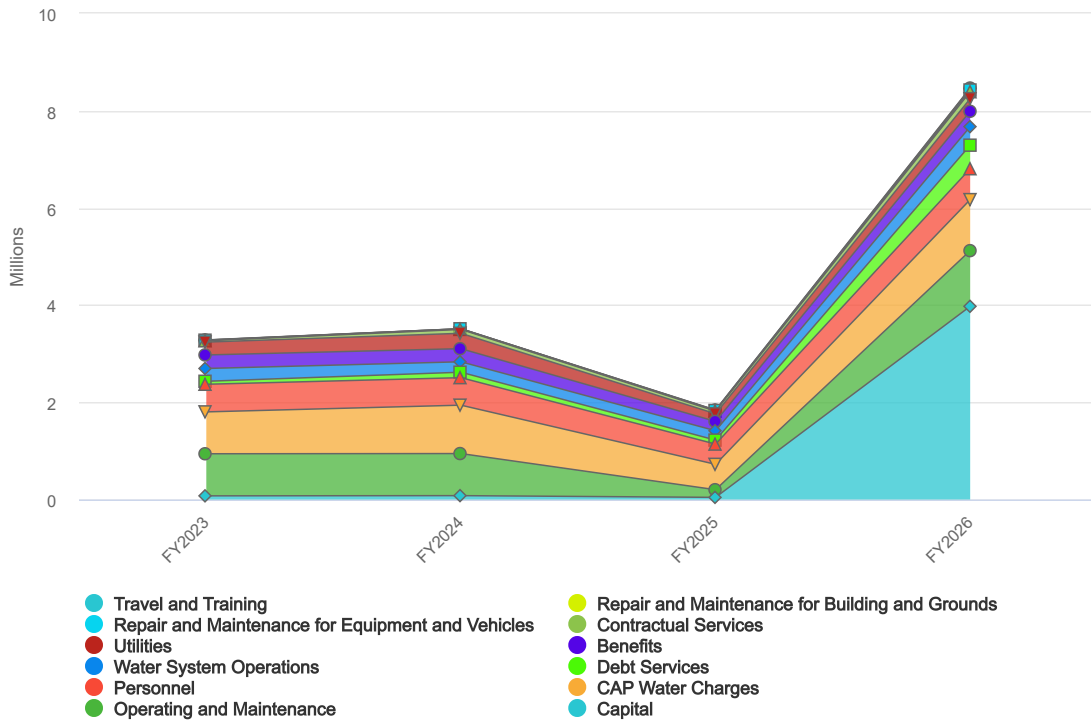
Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Revenue Source						
Charges for Services	\$3,156,419	\$3,965,449	\$2,430,324	\$3,450,580	\$3,663,600	\$213,020
Other Revenues	\$15,835	\$94,635	\$79,277	\$80,350	\$146,300	\$65,950
Fund Balance Carry Forward	\$0	\$0	\$0	\$0	\$2,018,720	\$2,018,720
Transfers	\$5,210	\$315,304	\$0	\$1,490,000	\$2,637,390	\$1,147,390
Total Revenue Source:	\$3,177,464	\$4,375,389	\$2,509,601	\$5,020,930	\$8,466,010	\$3,445,080

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Personnel	\$568,422	\$565,891	\$416,354	\$661,525	\$635,370	-\$26,155
Benefits	\$278,630	\$270,005	\$192,859	\$302,585	\$315,910	\$13,325
Operating and Maintenance	\$866,034	\$865,914	\$157,721	\$219,690	\$1,145,600	\$925,910
Contractual Services	\$26,414	\$80,022	\$55,233	\$113,870	\$142,000	\$28,130
Travel and Training	\$3,423	\$689	\$4,555	\$5,000	\$10,000	\$5,000
Utilities	\$264,746	\$316,027	\$156,490	\$225,000	\$260,000	\$35,000
Capital	\$75,134	\$79,485	\$43,993	\$1,595,000	\$3,975,000	\$2,380,000
Debt Services	\$61,356	\$112,048	\$81,788	\$537,930	\$484,430	-\$53,500
Repair and Maintenance for Equipment and Vehicles	\$12,681	\$12,923	\$12,439	\$31,500	\$36,000	\$4,500
Repair and Maintenance for Building and Grounds	\$1,797	\$252	\$5,476	\$10,000	\$30,000	\$20,000
Water System Operations	\$263,351	\$214,623	\$192,530	\$255,830	\$381,700	\$125,870
CAP Water Charges	\$861,457	\$995,682	\$521,963	\$1,050,000	\$1,050,000	\$0
Street Operations	\$0	\$0	\$0	\$13,000	\$0	-\$13,000
Total Expense Objects:	\$3,283,444	\$3,513,562	\$1,841,402	\$5,020,930	\$8,466,010	\$3,445,080

Significant Changes from the Prior Year

- A decrease in Personnel of \$26,155 is due to budgeting for a one-time payout of an employee retiring in the prior fiscal year. However, a 4% cost-of-living adjustment (COLA) is allocated in this fiscal year.
- An increase in Benefits of \$13,325 is due to adjusting for the changes in employee healthcare coverage.
- An increase in Operating and Maintenance of \$925,910 is primarily due to paying off two WIFA loan balances to allow for more future borrowing, higher costs for field supplies and software agreements, and moving the Enterprise Lease expense from Debt Services to Operating and Maintenance.
- An increase in Contractual Services of \$28,130 is due to budgeting from the annual payment to Pinal County Water Augmentation Authority for the annual membership dues.
- An increase in Travel and Training of \$5,000 is due to continuing education and training for water personnel.
- An increase in Utilities of \$35,000 is primarily due to higher electrical costs for booster stations and wells.
- An increase in Capital of \$2,380,000 is for Water Capital Projects. Some of the major projects are Solar at Blue Tank, Pump Station 2, Well 3, the Housing Water Line Project, and the Nitrate Facility. A complete description can be found in the Capital Improvement section of the budget.
- A decrease in Debt Service of \$53,500 is due to reallocating the cost of the Enterprise Lease to the Operating and Maintenance category.
- An increase in Repair and Maintenance for Building and Grounds of \$20,000 is primarily due to replacement of an A/C replacement at the pump station along with increased costs for herbicides and furniture.
- An increase in Repair and Maintenance for Equipment and Vehicles of \$4,500 is due to higher costs for supplies and equipment.
- An increase in Water System of \$125,870 is primarily due to higher maintenance costs for the city's booster stations and wells. Additionally, the budget reflects increased costs for chemicals, valves, and chlorine compared to the previous fiscal year.
- A decrease in Street Operations of \$13,000 is due to the reallocation of this cost into the Water System category.

Departmental Accomplishments

- Maintained the water system in full compliance with ADEQ environmental quality standards.
- Added 3 new 6" & 4" water valves at 8th St & Myers, 8th St & D and Stuart & Frontier
- Well 3 Pump & Motor replace.
- Purchased new Hydro/Vac Excavator
- Completed design of new Nitrate Treatment System for Wells 5 & 6 located at Pump Station 1

Program Performance

Program Performance	Actual F.Y. 21-22	Actual F.Y. 22-23	Actual F.Y. 23-24	Estimated F.Y. 24-25	Target F.Y. 25-26
Arce feet of Groundwater Pumped and Treated	1,282	1,414	1,420	1,424	1,428
Water Leaks Repaired	113	240	297	300	300
New Fire Hydrants Installed	7	5	2	0	5
Emergency Call-Outs	48	16	18	30	30





Wastewater Fund

The Wastewater Department is driven by a vision of a cleaner, healthier, and more sustainable community supported by effective wastewater management. The department is committed to providing high-quality sewer services that meet residents' and businesses' current and future needs while protecting public health and the environment. Key goals include improving system efficiency through proactive maintenance and infrastructure upgrades, minimizing environmental impact with best practices in treatment and disposal, enhancing emergency response capabilities, and engaging the community through education on responsible sewer use and conservation. This vision is realized through innovation, strategic planning, and collaboration with the public.

To fulfill its mission, the Wastewater Department maintains and operates the city's wastewater collection system, including pipelines, lift stations, and treatment facilities. The department ensures that all operations comply with local, state, and federal environmental regulations to safeguard both human health and the natural ecosystem. Regular monitoring, timely maintenance, and system upgrades are essential to keeping the sewer infrastructure functioning efficiently and preventing service disruptions.

In addition to technical operations, the department prioritizes responsiveness and public outreach. Crews are prepared to respond quickly to sewer service requests, blockages, and system failures to minimize inconvenience to the community. Preventive maintenance programs help extend the life of infrastructure and reduce long-term costs. The department also promotes public awareness around proper wastewater disposal practices to prevent clogs, overflows, and environmental harm, fostering a shared responsibility for maintaining a sustainable and effective sewer system.

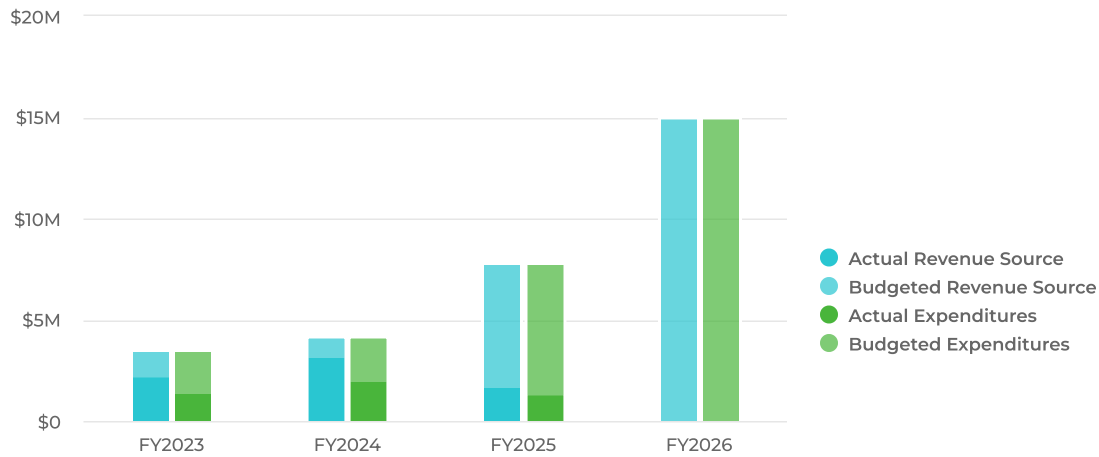
Summary

In FY 2025-2026, the City of Eloy anticipates a total revenue, including transfers-in (\$11,040,000) and fund balance (\$2,019,570), of \$15,013,435 for the Wastewater Fund. This marks a significant increase of \$7,184,185, or 91.76%, compared to the previous year.

Excluding transfers-in revenue and fund balance, the total wastewater revenues amount to \$1,953,865, which reflects a \$199,615 or 9.51% increase from the prior fiscal year. This growth can be attributed to the 11% utility rate increase, which will be implemented on November 1, 2025, per Resolution 22-1528.

Budget projections indicate that expenditures for the Wastewater Fund are also expected to increase substantially in FY 2025-2026. The budgeted expenditures are forecasted to rise by 91.76% or \$7,184,185, reaching a total of \$15,013,435. This increase is primarily driven by efforts to reduce outstanding debt and investments in key capital infrastructure projects, such as wastewater line replacements, new gravity wastewater main, and belt press.

These projects are essential to maintaining and enhancing the City's wastewater service capacity, reliability, and compliance with regulatory standards. Additional details can be found in the Capital Improvements section of the budget.



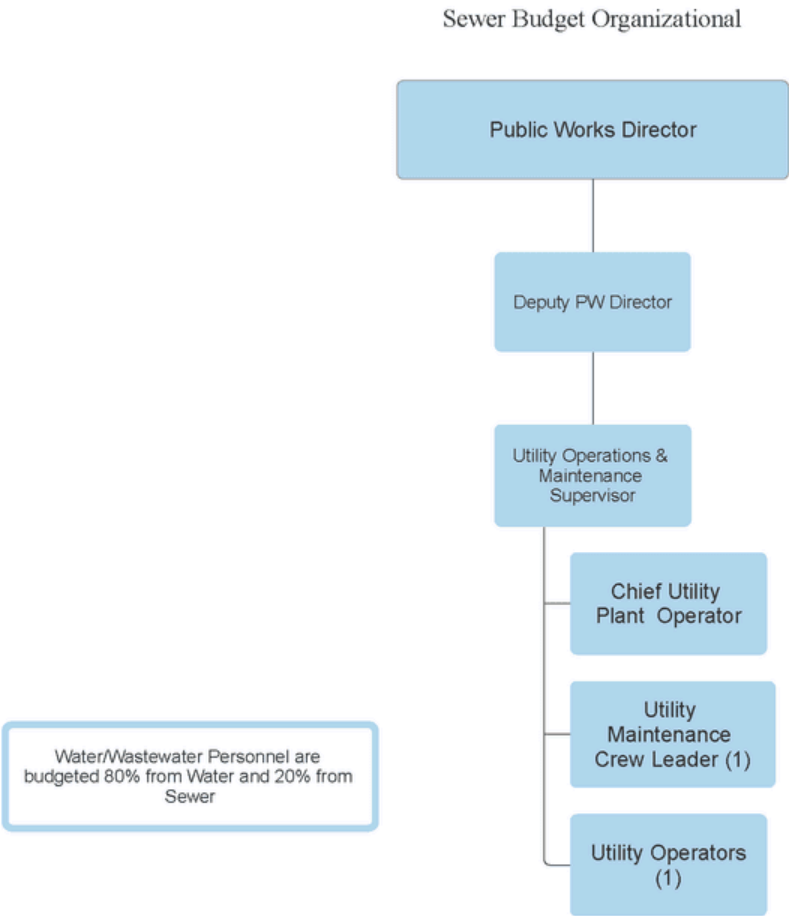
Budget Objectives

To maintain infrastructure and meet regulations while being fiscally responsible, the Sewer Department’s budget focuses on:

- Financial Stability & Efficiency – Ensure steady funding for operations, optimize spending, and set fair service rates to align revenue with expenses. Prioritize long-term savings through cost-effective solutions.
- Operational Costs – Cover daily expenses like labor, equipment, utilities, and treatment materials.
- Infrastructure Maintenance – Fund repairs, upgrades, and replacements of pipes, treatment plants, and pump stations.
- Capital Planning & Long-Term Sustainability – Plan for future system expansions, technology upgrades, and facility modernization while ensuring financial sustainability and transparency through clear budgeting, reporting, and audits.
- Regulatory Compliance – Allocate funds to meet federal, state, and local wastewater regulations.
- Emergency Preparedness – Set aside funds for unexpected repairs due to system failures or natural disasters.
- Environmental Sustainability – Invest in eco-friendly initiatives like energy-efficient technology and resource recovery.

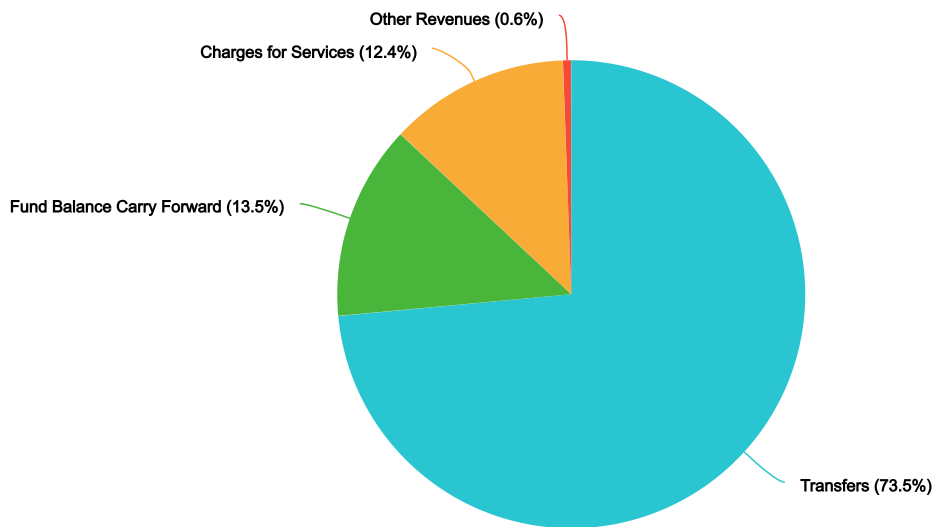
This budget ensures reliable, compliant, and sustainable wastewater services for Eloy’s residents.

Organizational Chart

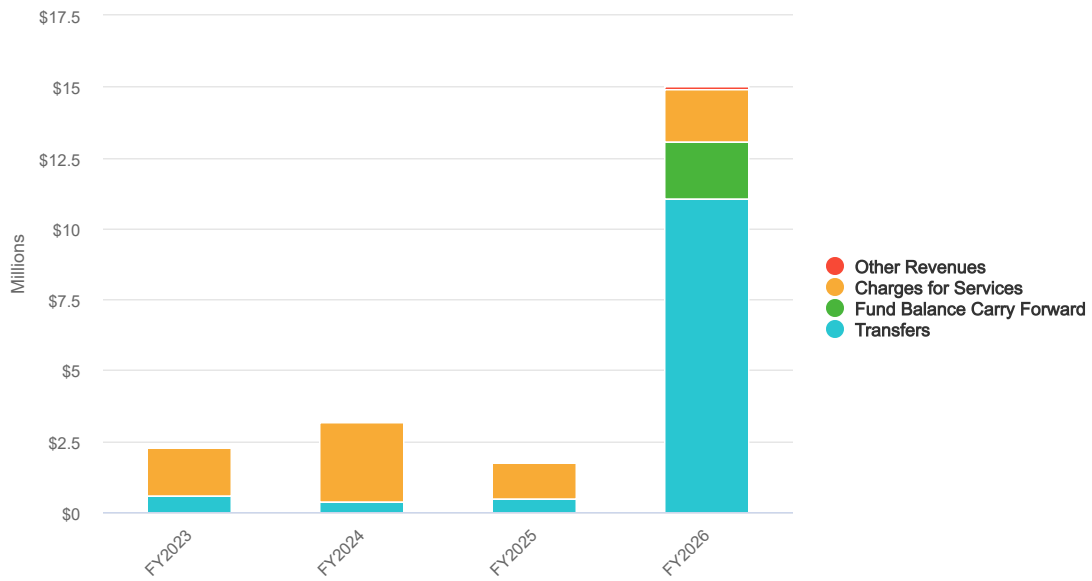


Revenues by Source

Projected 2026 Revenues by Source



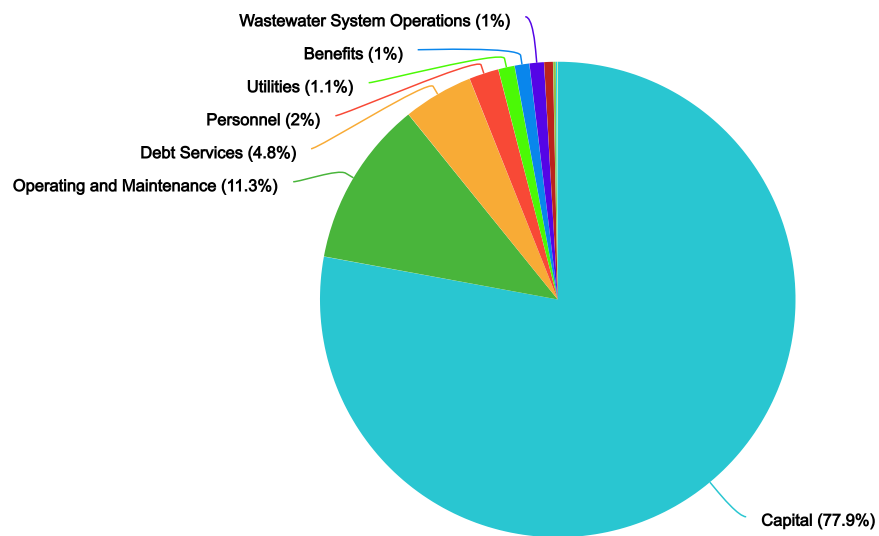
Budgeted and Historical 2026 Revenues by Source



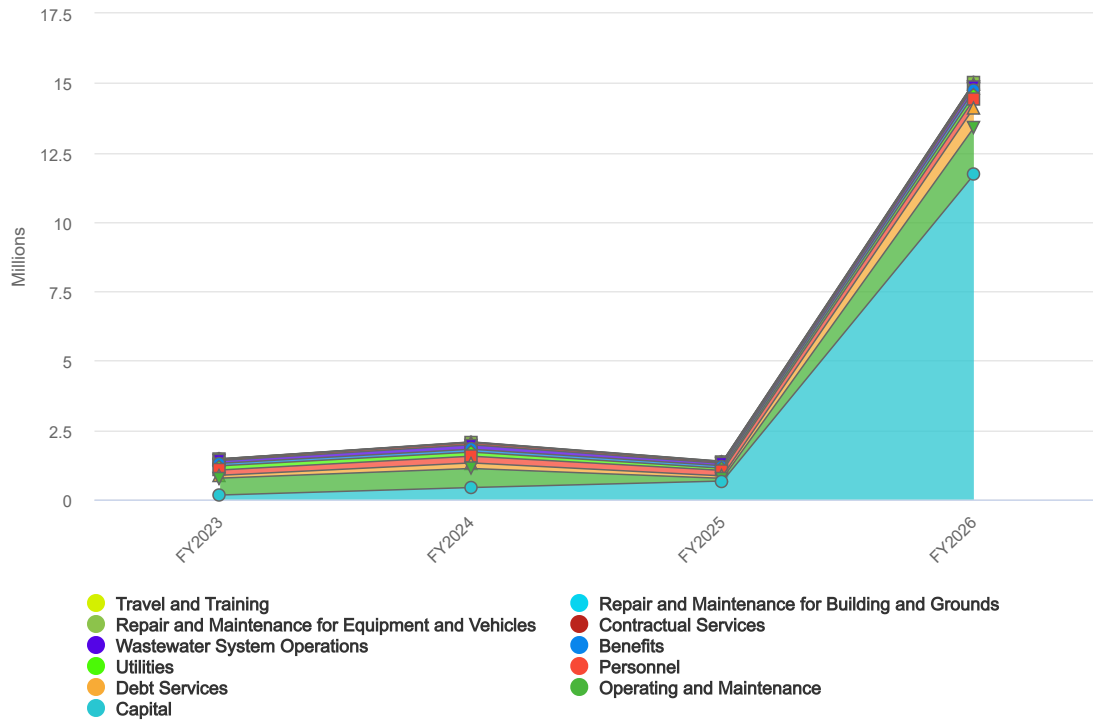
Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Other Revenues	\$10,066	\$64,999	\$46,210	\$4,500	\$84,800	\$80,300
Fund Balance Carry Forward	\$0	\$0	\$0	\$0	\$2,019,570	\$2,019,570
Transfers	\$608,000	\$368,754	\$452,554	\$6,075,000	\$11,040,000	\$4,965,000
Total:	\$618,066	\$433,753	\$498,764	\$6,079,500	\$13,144,370	\$7,064,870

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Personnel	\$189,800	\$242,228	\$197,104	\$286,500	\$304,740	\$18,240
Benefits	\$90,998	\$103,892	\$89,650	\$125,425	\$151,510	\$26,085
Operating and Maintenance	\$608,651	\$687,248	\$96,291	\$239,910	\$1,697,100	\$1,457,190
Contractual Services	\$45,164	\$76,967	\$49,269	\$68,500	\$91,000	\$22,500
Travel and Training	\$1,675	\$7,605	\$3,558	\$5,000	\$5,000	\$0
Utilities	\$150,776	\$147,265	\$78,091	\$157,875	\$166,200	\$8,325
Capital	\$161,470	\$430,559	\$665,363	\$6,075,000	\$11,695,000	\$5,620,000
Debt Services	\$102,452	\$200,009	\$88,627	\$713,885	\$713,885	\$0
Repair and Maintenance for Equipment and Vehicles	\$11,513	\$17,064	\$9,952	\$29,000	\$29,000	\$0
Repair and Maintenance for Building and Grounds	\$4,376	\$3,435	\$11,837	\$10,000	\$13,000	\$3,000
Water System Operations	\$0	\$0	\$0	\$22,000	\$0	-\$22,000
Wastewater System Operations	\$97,334	\$158,783	\$85,733	\$96,155	\$147,000	\$50,845
Total Expense Objects:	\$1,464,209	\$2,075,056	\$1,375,474	\$7,829,250	\$15,013,435	\$7,184,185



Significant Changes from the Prior Year

- An increase in Personnel of \$18,240 is due primarily due to the 4% cost-of-living adjustment (COLA).
- An increase in Benefits of \$26,85 is due to the change in benefit coverage for employees.
- An increase in Operating and Maintenance of \$1,457,190 is primarily due the pay-off of two WIFA loans along with higher costs for field supplies, gas, and software agreements.
- An increase in Contractual Services of \$22,500 is due to higher costs associated with contract services work for electrical, pump rental, and other professional services needed for the Wastewater Treatment plant.
- An increase in Utilities of \$8,325 is due to higher costs for electricity for the city's lift stations and the treatment plant.
- An increase in Capital of \$5,620,00 is for Wastewater Capital Projects. Some of the major projects are the sludge belt press, new gravity wastewater main, and line replacement. A complete description can be found in the Capital Improvement section of the budget.
- An increase in Repair and Maintenance for Building and Grounds of \$3,000 is due to the improvements being made to the building at the Wastewater facility.
- A decrease in Water System Operations of \$22,000 is due to reallocating costs into the Wastewater Systems Operations category.
- An increase in Wastewater Systems Operations of \$50,845 is primarily due to the reallocation of costs previously budgeted under the Water System and Operating and Maintenance categories. This budget now includes costs for chemicals, booster systems, mains, and laboratory supplies.

Departmental Accomplishments

- Resolved and closed out the ADEQ Consent Order to repair the concrete walls of the splitter tank at the Wastewater Treatment Plant influent pump station.
- Replaced pumps, guide rails and piping at Curiel lift station.
- Hydro jet and cleaned 1.25 miles of 15" – 18" gravity sewer line from S. Date St. to Curiel lift station.
- Completed the inspection and evaluation of 20 manholes utilizing acoustic technology- SL-RAT
- The full time Lead Operator has improved the quality and consistency of the plant operations.
- Completed the energy efficiency upgrades and plant improvements, including the following:
 - installed 197 kW of solar PV at the WWTP
 - installed 5 new VFD turbo blowers
 - replaced leaking underground blower piping and damaged conduit
 - replaced the Biolac control panel,
 - Purchased the belt press for dewatering sludge to eliminate the need for the biosolids bags currently in use.

Program Performance

Program Performance	Actual F.Y. 21-22	Actual F.Y. 22-23	Actual F.Y. 23-24	Estimated F.Y. 24-25	Target F.Y. 25-26
Sewer Lines Repaired/ Sewer Plugs Removed	181	175	388	99	200
Gallons of Wastewater Treated (MG)	190,000	185,000	180,000	166,000	200,000
Gallons of Treated Effluent Recharged (MG)	192,000	130,000	156,000	132,000	175,000



The Sanitation Department is guided by a vision of a cleaner, healthier, and more sustainable community. It strives to minimize waste through recycling, responsible consumption, and active public engagement. The department's goals focus on enhancing public education around proper waste disposal and recycling practices, ensuring all operations comply with environmental regulations, and promoting safety through employee training. By fostering awareness and collaboration, the division aims to create a vibrant, green community that supports human well-being and environmental health for future generations.



Sanitation Fund

To support this vision, the division manages the regular collection and disposal of residential, commercial, and industrial waste. This includes organizing efficient garbage collection routes, maintaining equipment, and following proper waste disposal methods. By optimizing collection schedules and operations, the department works to keep public spaces clean and sanitary while maintaining a high standard of service for all sectors of the community.

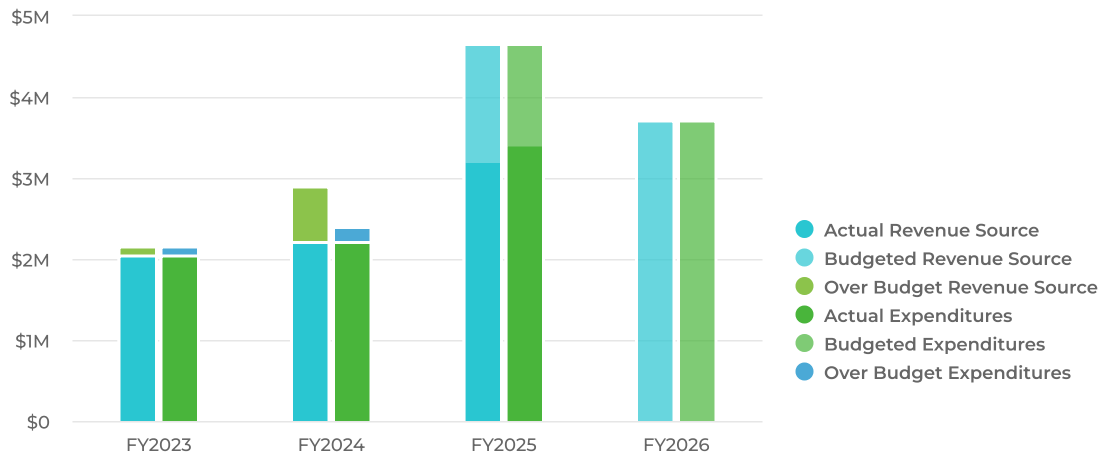
In addition to waste collection, the Sanitation Department enforces environmental health regulations to ensure compliance with local, state, and federal standards. It addresses public concerns, responds to service inquiries, and educates residents on effective waste management practices. Through responsive customer service and proactive outreach, the department builds trust and encourages community participation in maintaining a safe and sustainable environment.

Summary

For Fiscal Year 2025–2026, the City of Eloy projects total revenue for the Sanitation Fund to be \$3,723,765, which includes transfers-in from other funds. This represents a notable decrease of \$943,710, or 20.22%, when compared to the previous fiscal year.

When excluding transfers-in, the core sanitation revenues are expected to total \$3,523,765. This marks a substantial increase of \$1,181,290, or 50.43%, over the prior year. The growth in revenue is largely driven by higher landfill fee collections and the implementation of a new contract for residential and commercial trash hauling services.

Budget projections indicate that expenditures for the Sanitation Fund are also expected to decrease substantially in FY 2025-2026. The budgeted expenditures are forecasted to decline by 20.22% or \$943,710, reaching a total of \$3,723,765 due to the completion of capital equipment purchases in the previous fiscal year. However, this budget accounts for the new Waste Management contract, which provides continued residential and commercial waste hauling services. This inclusion ensures that core operational needs are maintained while optimizing costs following the prior year's capital investments.

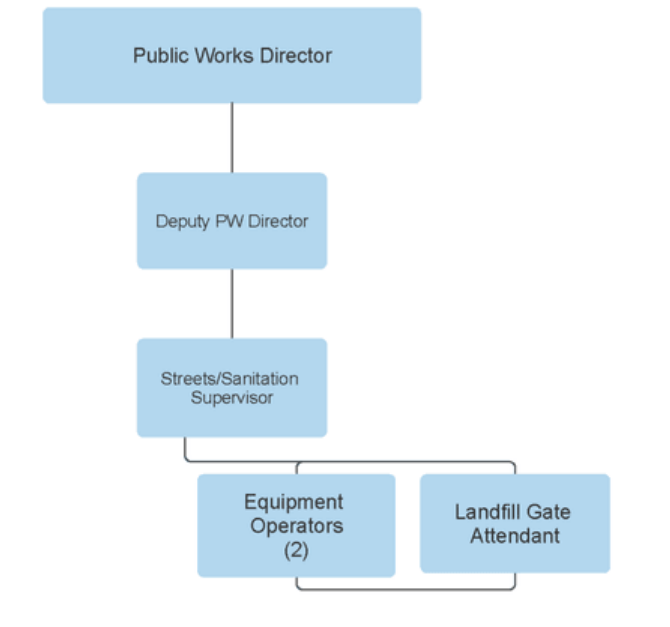


Budget Objectives

These objectives are designed to ensure that the sanitation budget supports the department's mission to provide high-quality, sustainable, and efficient sanitation services to the community.

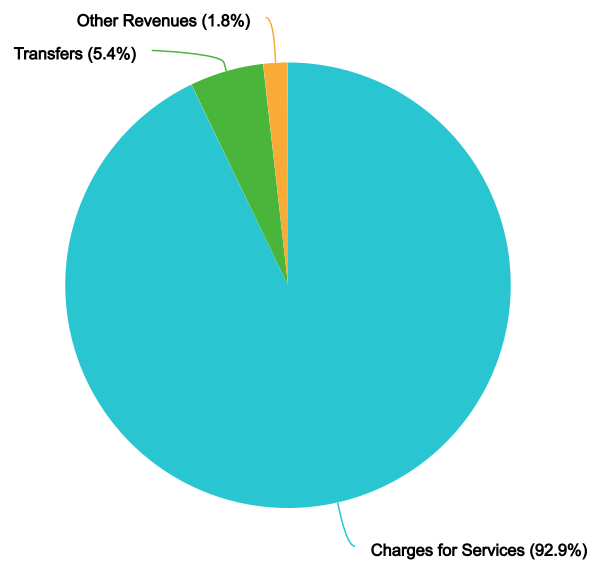
- **Support Employee Training and Development:** Ensure adequate funding for staff training and development programs, focusing on safety protocols, waste management best practices, and environmental compliance to foster a skilled and knowledgeable workforce committed to providing high-quality sanitation services.
- **Maintain Compliance with Environmental Regulations:** Allocate funds to meet regulatory requirements and invest in the safe disposal of hazardous waste, as well as addressing emerging environmental concerns such as plastic waste reduction, pollution prevention, and climate change mitigation through responsible waste management practices.
- **Improve Customer Service and Community Engagement:** Set aside resources for the development of customer service programs, public outreach campaigns, and community engagement activities to raise awareness about sanitation services, proper waste disposal methods, and the importance of sustainable practices in waste management.

Organizational Chart

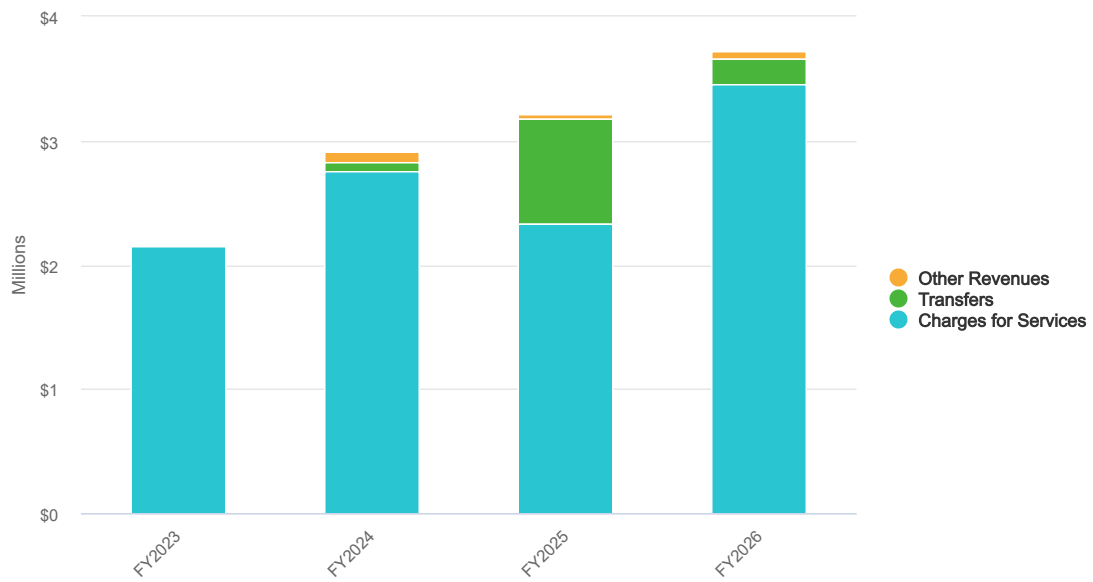


Revenues by Source

Projected 2026 Revenues by Source



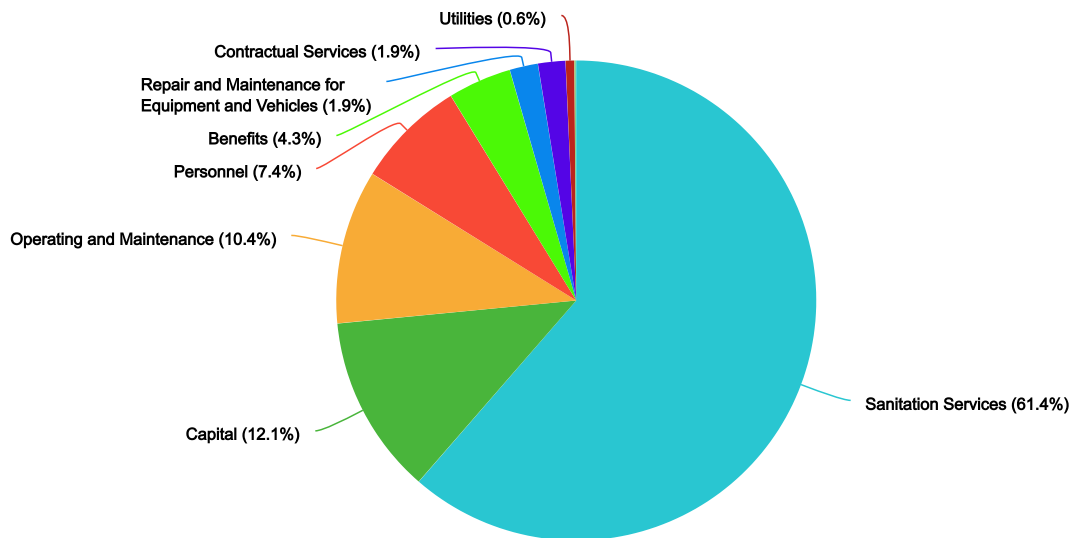
Budgeted and Historical 2026 Revenues by Source



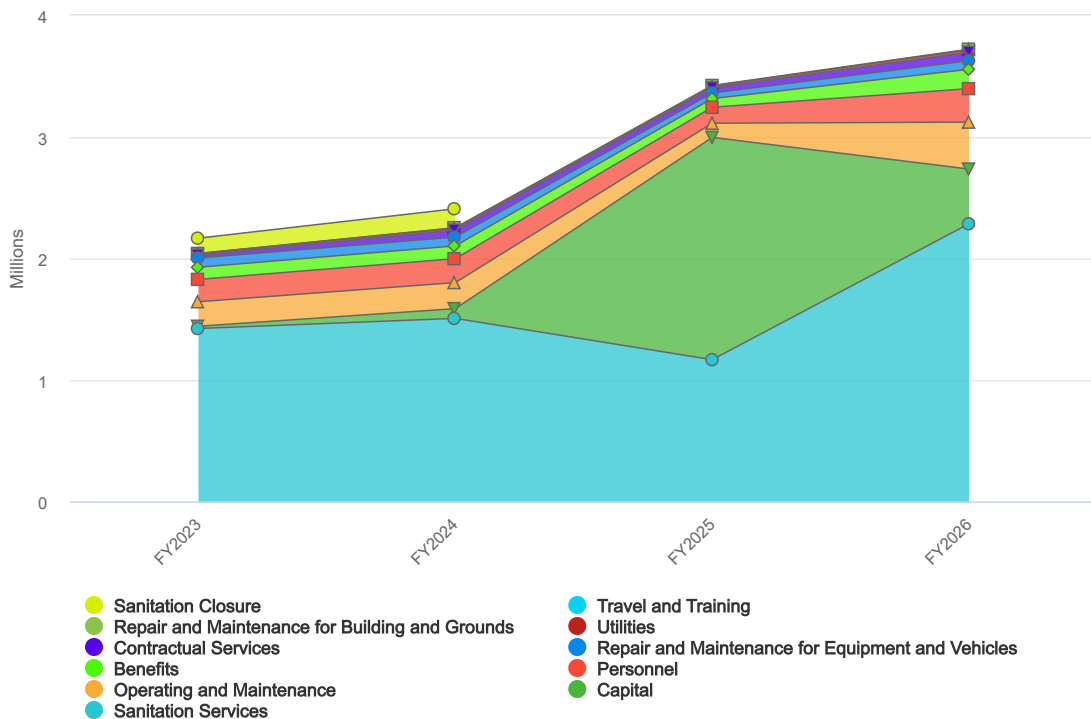
Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Revenue Source						
Charges for Services	\$2,151,680	\$2,752,838	\$2,334,446	\$2,333,025	\$3,457,765	\$1,124,740
Other Revenues	\$9,256	\$83,503	\$46,295	\$9,450	\$66,000	\$56,550
Transfers	\$0	\$78,536	\$839,278	\$2,325,000	\$200,000	-\$2,125,000
Total Revenue Source:	\$2,160,936	\$2,914,876	\$3,220,018	\$4,667,475	\$3,723,765	-\$943,710

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Personnel	\$183,919	\$197,004	\$131,049	\$233,165	\$275,700	\$42,535
Benefits	\$99,659	\$105,335	\$71,657	\$121,965	\$159,210	\$37,245
Operating and Maintenance	\$201,639	\$214,270	\$116,587	\$133,000	\$386,305	\$253,305
Contractual Services	\$23,070	\$56,809	\$42,292	\$55,920	\$69,000	\$13,080
Travel and Training	\$0	\$0	\$0	\$500	\$1,000	\$500
Utilities	\$13,423	\$17,595	\$15,351	\$17,800	\$21,800	\$4,000
Capital	\$18,668	\$80,299	\$1,829,572	\$2,425,000	\$450,000	-\$1,975,000
Repair and Maintenance for Equipment and Vehicles	\$76,772	\$72,895	\$46,184	\$70,625	\$71,000	\$375
Repair and Maintenance for Building and Grounds	\$272	\$2,088	\$3,866	\$3,500	\$3,500	\$0
Sanitation Closure	\$126,054	\$156,258	\$0	\$0	\$0	\$0
Sanitation Services	\$1,423,834	\$1,507,227	\$1,167,352	\$1,606,000	\$2,286,250	\$680,250
Total Expense Objects:	\$2,167,310	\$2,409,780	\$3,423,910	\$4,667,475	\$3,723,765	-\$943,710

Significant Changes from the Prior Year

- An increase in Personnel of \$42,535 is primarily due to the reallocation of 10% of employee salaries from the Streets Fund to the Sanitation Fund to help address workload gaps and support operational needs. This increase also includes a 4% cost-of-living adjustment (COLA) for employees.
- An increase in Benefits of \$37,245 is primarily due to allocating 10% of employees benefits from the Streets Fund to help cover work gaps and duties in the Sanitation Fund and adjusting employee benefits coverage for healthcare.
- An increase in Operating and Maintenance of \$253,305 is due to establishing a contingency budget of \$234,805 for any unforeseen expenditures, as well as a 3% to 5% increase to all other operating and maintenance lines.
- An increase in Contractual Services of \$13,080 is primarily due to the consultant fee for monitoring the landfill's migration and other potential operational improvements.
- An increase in Utilities of \$4,000 is due to higher postal rates for utility bills.
- A decrease in Capital of \$1,975,000 is primarily due to the completion of several major capital equipment purchases in the previous fiscal year. For information on current-year capital projects, please refer to the Capital Improvements section of the budget.
- An increase in Sanitation Services of \$680,250 is due to the new hauling contract with Waste Management for residential and commercial services.

Departmental Accomplishments

These key acquisitions contribute to improving the overall functionality, efficiency, and safety of the landfill, ensuring that the facility can meet the growing demands of waste management while maintaining high operational standards.

1. Purchase of New Scraper: The landfill has successfully acquired a new scraper, enhancing its ability to manage large volumes of waste efficiently. This new equipment improves the speed and precision of landfilling operations, allowing for better soil compaction, leveling, and daily cover application. The scraper will also help optimize the use of landfill space, increasing capacity and extending the facility's operational lifespan.
2. Purchase of New Bulldozer: A new bulldozer has been added to the landfill's fleet, significantly boosting the facility's capacity to handle heavy materials and manage waste more effectively. The bulldozer is crucial for shaping the landfill site, maintaining proper drainage, and moving large quantities of waste. With this new equipment, the landfill can operate more efficiently, ensuring smoother operations and better waste compaction for long-term sustainability.



Program Performance

Program Performance	Actual F.Y. 21-22	Actual F.Y. 22-23	Actual F.Y. 23-24	Estimated F.Y. 24-25	Target F.Y. 25-26
Residential Garbage Loads/Tonnage received at the Landfill (Eloy Residents)	1,450	1,560	1,600	1,779	1,984
Residential Garbage Loads/Tonnage received at the Landfill (County Residents)	2,462	2,500	2,545	2,425	2,600
Commercial Garbage Loads/Tonnage received at the Landfill	4,900	1,875	11,854	12,000	15,000
Bulk Trash Pickups Scheduled	474	456	263	0	0





Cemetery Fund

The Cemetery Department strives to provide courteous and professional service to bereaved families while maintaining a clean, serene, safe, and accessible cemetery. The Cemetery Department staff seeks to enhance the community by providing outstanding services and safe, functional, beautiful facilities as efficiently as possible.

Summary

For Fiscal Year 2025-2026, the City of Eloy's Cemetery Fund is budgeted at \$414,170, reflecting a 38.59% increase (\$115,320) over the previous year. This total includes \$258,500 in projected revenue and a carry-forward fund balance of \$155,670. The projected revenue of \$258,500 represents a 35.94% increase (\$57,500) from the prior year, largely due to higher burial activity and plot sales.

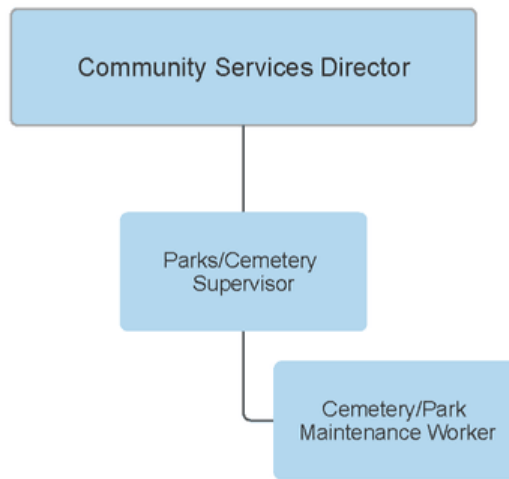
FY 2025-2026 expenditures are also set to rise by 38.59%, matching the overall budget at \$414,170. This increase supports ongoing improvements and operational needs for cemetery maintenance and services.



Budget Objections

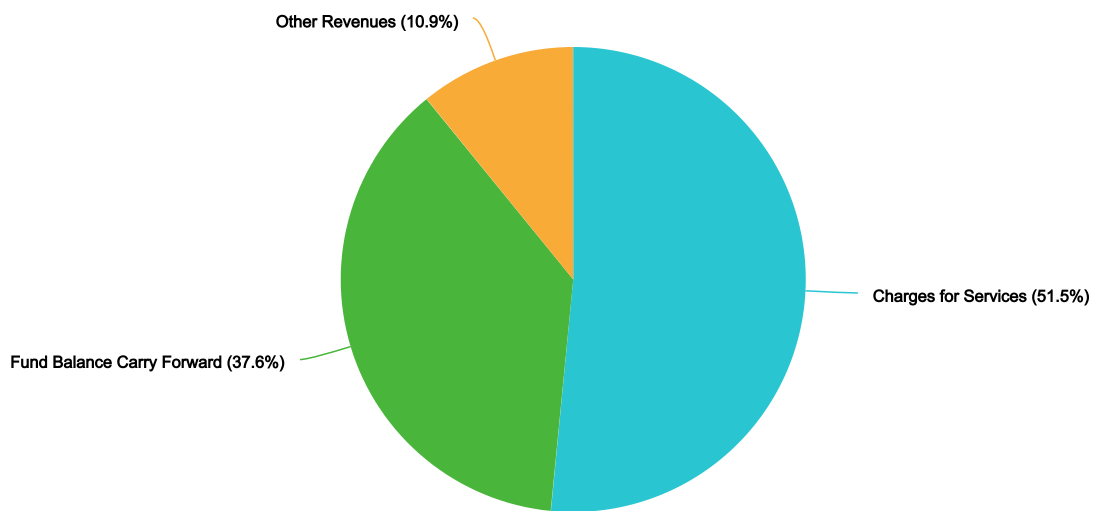
- Allocate resources for routine maintenance, landscaping, and grounds keeping to preserve the cemetery's appearance and functionality.
- Provide staff training and professional development opportunities to enhance service quality and operational efficiency.
- Preserve, restore, maintain, and beautify Eloy Memorial Park.
- Create a desirable and easily accessible environment for descendants and visitors.

Organization Chart

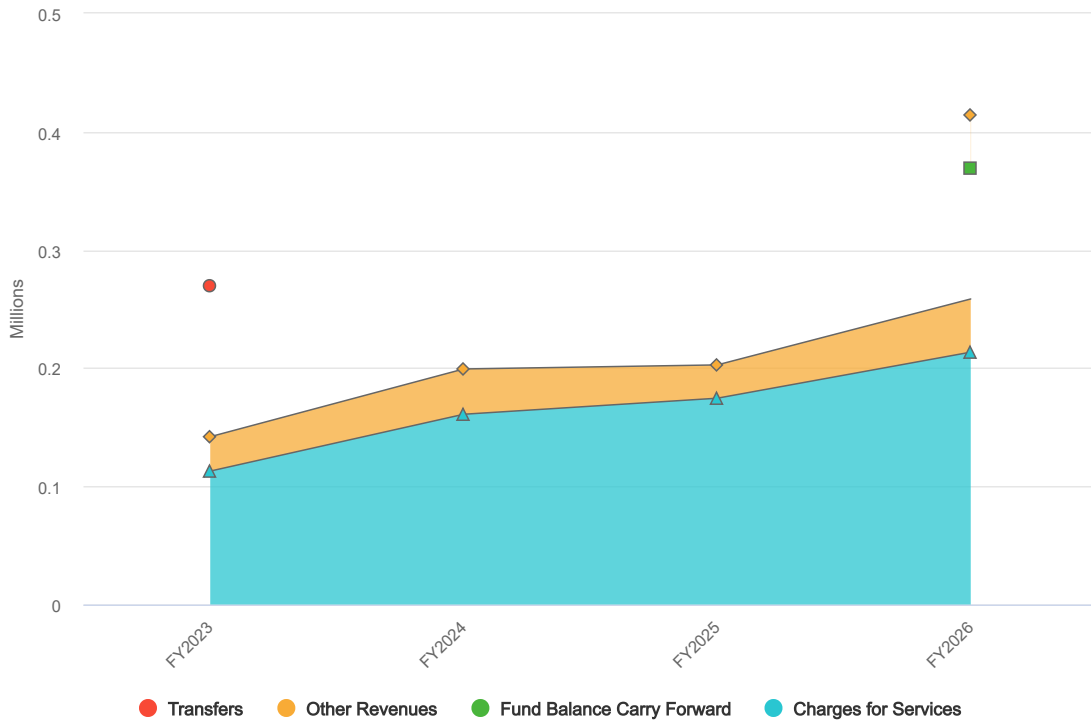


Revenues by Source

Projected 2026 Revenues by Source

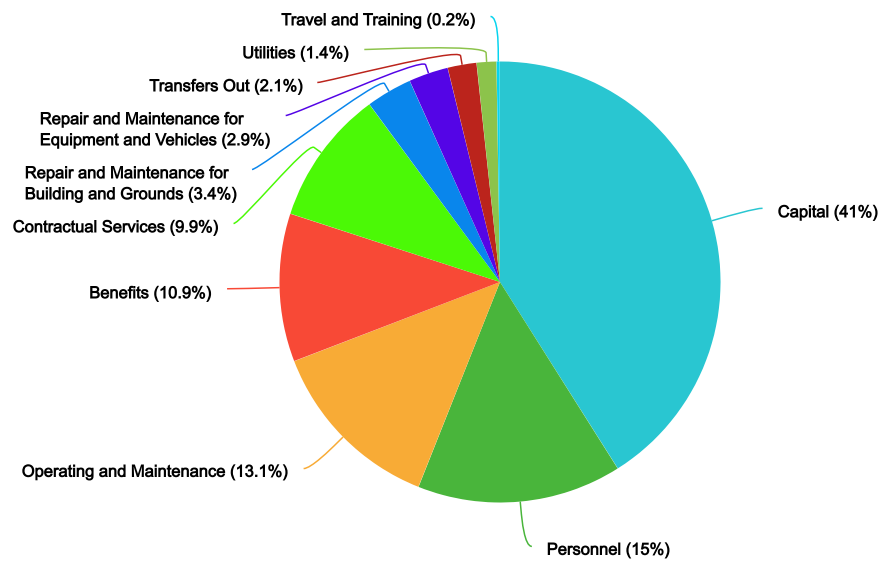


Budgeted and Historical 2026 Revenues by Source

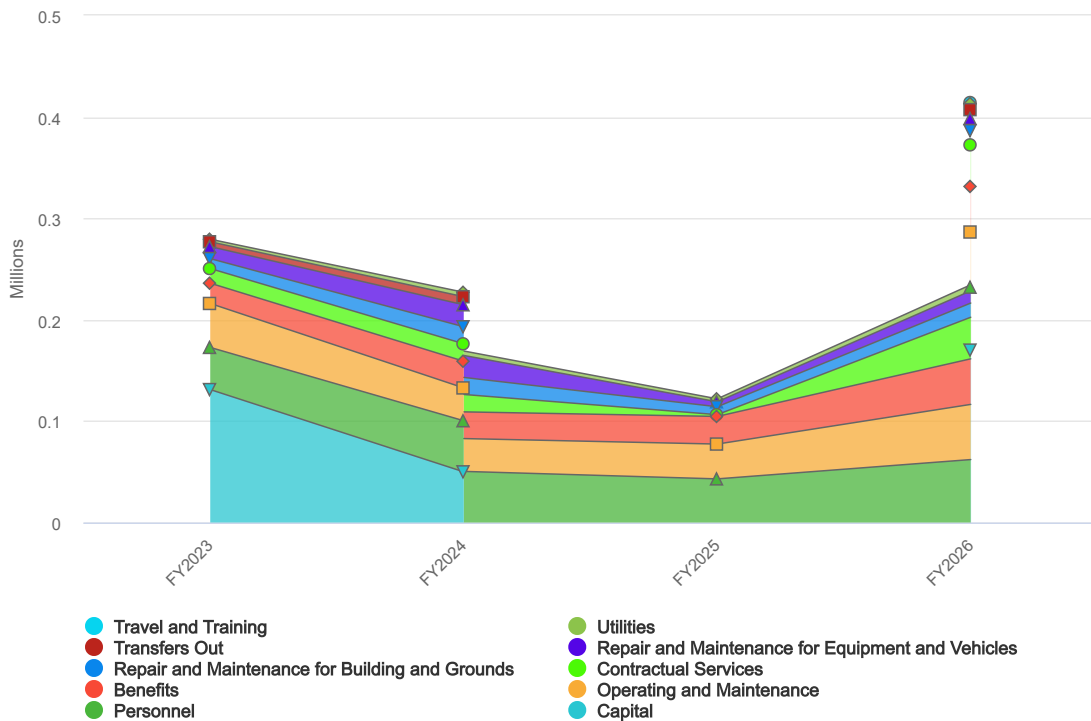


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Personnel	\$41,563	\$50,411	\$43,020	\$55,240	\$62,060	\$6,820
Benefits	\$20,006	\$26,335	\$27,243	\$28,450	\$44,950	\$16,500
Operating and Maintenance	\$43,359	\$32,358	\$34,333	\$65,160	\$54,410	-\$10,750
Contractual Services	\$14,448	\$17,177	\$1,764	\$15,000	\$41,000	\$26,000
Travel and Training	\$0	\$0	\$0	\$1,000	\$1,000	\$0
Utilities	\$2,519	\$4,395	\$2,936	\$3,500	\$6,000	\$2,500
Capital	\$131,089	\$49,952	\$0	\$95,000	\$170,000	\$75,000
Transfers To Other Funds	\$0	\$0	\$0	\$6,500	\$0	-\$6,500
Repair and Maintenance for Equipment and Vehicles	\$11,852	\$21,663	\$4,875	\$15,000	\$12,000	-\$3,000
Transfers Out	\$4,762	\$7,950	\$0	\$0	\$8,750	\$8,750
Repair and Maintenance for Building and Grounds	\$9,776	\$16,810	\$7,804	\$14,000	\$14,000	\$0
Total Expense Objects:	\$279,375	\$227,051	\$121,974	\$298,850	\$414,170	\$115,320

Significant Changes from the Prior Year

- An increase in Personnel of \$6,820 is attributed to reassigning staffing and the implementation of a 4% cost-of-living adjustment (COLA).
- An increase in Benefits of \$16,500 is due to reassigning staff and adjustments to healthcare benefit costs.
- A decrease in Operating and Maintenance of \$10,750 is due to the reallocation of budget capacity to other line items within the Cemetery budget.
- An increase in Contractual Services of \$26,000 is due to the removal of old trees and the planting of new ones as part of ongoing landscaping and maintenance efforts.
- An increase in Capital of \$75,000 is due to the purchase of a backhoe for the Cemetery. A better description can be found in the Capital Improvement section of the budget.
- A decrease in Transfers to Other Funds of \$6,500 is due to reallocating the budget to the Transfers Out Category.
- A decrease in Repair and Maintenance for Equipment and Vehicles of \$3,000 is due to the reallocation of budget capacity to other line items within the Cemetery budget.
- An increase in Transfers Out of \$8,750 is due to the reallocation of the budget from the Transfers to Other Funds category.

Departmental Accomplishments

- Completed assigned work orders within acceptable timeframes.
- Installed additional irrigation lines to connect water source to oleanders.
- Assisted with set up and teardown of Chamber of Commerce Memorial Day event.
- Coordinated pavement preservation through crack seal and coat project.
- Collaborated with Pinal Hispanic Council in hosting Wreaths Across America Event.

Program Performance

Program Performance	Actual F.Y. 21-22	Actual F.Y. 22-23	Actual F.Y. 23-24	Estimate F.Y. 24-25	Target F.Y. 25-26
Burials	91	74	75	85	80
Headstone settings	34	51	45	25	43
Foundation pours	73	80	55	40	30
Misc work orders	101	108	75	60	70





Airport Fund

Established in 1969, the Eloy Municipal Airport (E60) is a public-use, general aviation facility owned and operated by the City of Eloy. Located approximately three miles northwest of downtown Eloy, the airport encompasses 91 acres and features a single asphalt runway (02/20) measuring 3,901 feet in length and 75 feet in width.

The airport operates under the guidance of the City Manager, who serves as the Airport Manager, in collaboration with Skydive Arizona, the designated Fixed Base Operator (FBO). The Eloy Municipal Airport supports approximately 30,000 annual aircraft operations, averaging about 82 daily operations.

The airport plays a significant role in the local economy. The combined activities of on-airport employers and through-the-fence operations contribute substantially to the region's economic vitality.

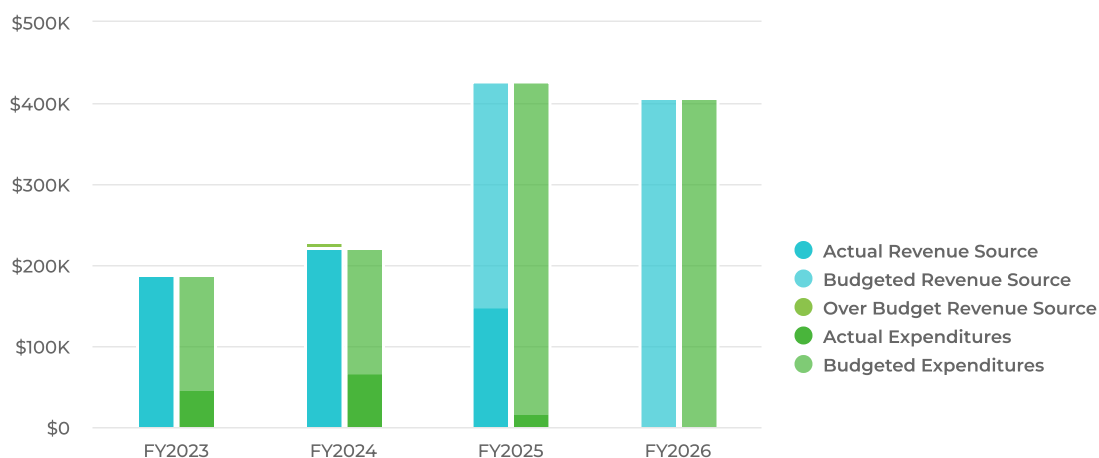
The mission of the Eloy Municipal Airport is to promote and support the development of aviation within the City of Eloy by fostering partnerships with public and private stakeholders. The airport is committed to aligning its growth with community needs, land use planning, and economic trends, ensuring it remains a vital asset for the region's transportation, commerce, and recreational aviation.

Summary

For Fiscal Year 2025–2026, the City of Eloy has proposed a total Airport Fund budget of \$408,000. This budget includes projected revenues of \$157,500 and a carry-forward fund balance of \$267,550. The overall budget reflects a 4.69% decrease, or \$20,090 less, compared to the prior fiscal year.

The decline in projected revenue, amounting to a 35.94% reduction (or \$57,500), is primarily due to the departure of the tenant in Hangar 1 (Rigging Innovations), which has impacted operating income. Hangar 1 has been scheduled for demolition as part of the City's current Capital Improvement Plan (CIP) and is identified as a carryover project into Fiscal Year 2025–2026. This demolition will provide space for expanded apron parking and future hangar development, as outlined in the Airport Master Plan approved by the City Council in February 2025.

Despite the lower overall budget, planned FY 2025–2026 expenditures are also set at \$408,000, reflecting the same 4.69% reduction. This revised budget continues to support the City's strategic priorities, including airport maintenance, daily operations, and capital improvement projects, while aligning with broader goals for sustainable growth and infrastructure development.

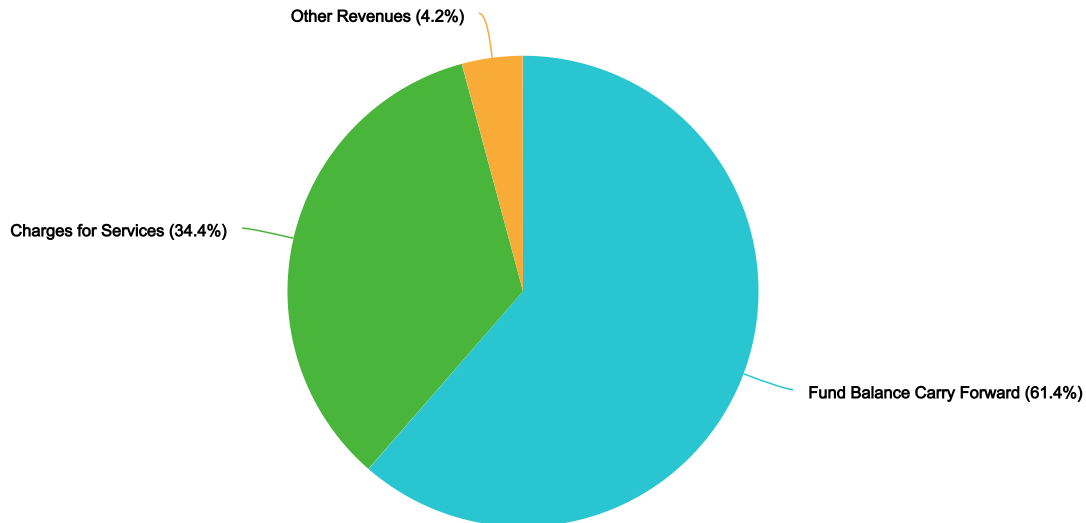


Budget Objectives

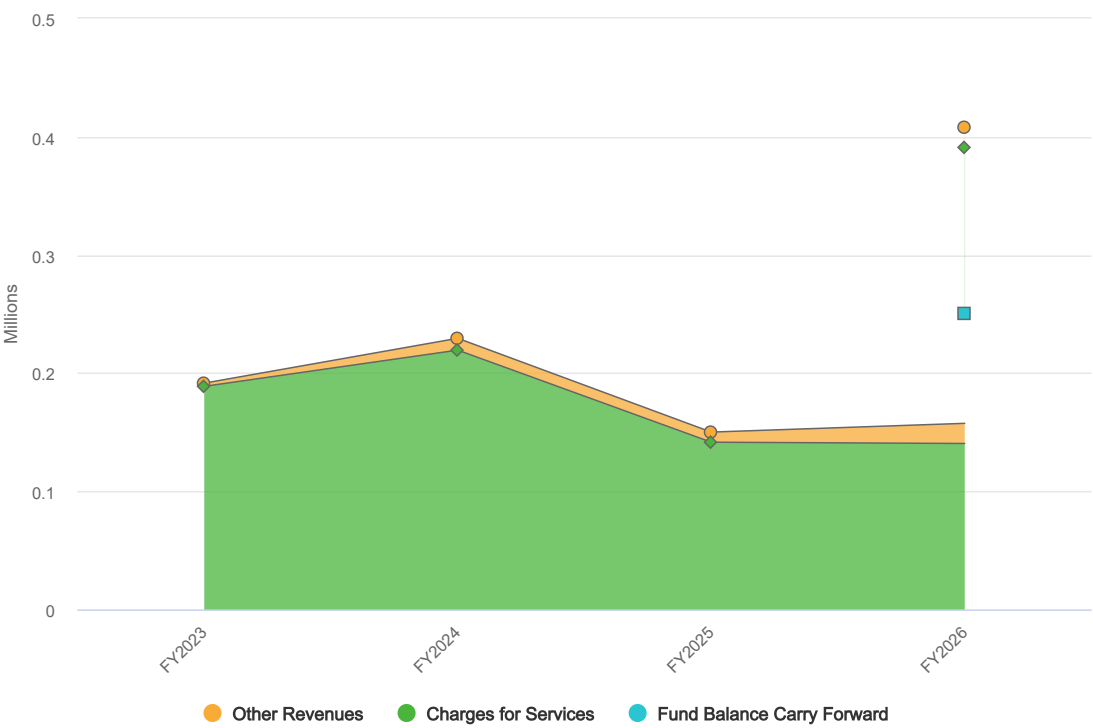
- Implement operational and capital improvement initiatives outlined in the newly adopted Airport Master Plan. This includes developing updated design and construction standards to encourage private investment in the development of new hangars.
- Establish and formalize new lease agreements for airport hangars that reflect current industry standards and align with fair market leasing rates to ensure operational consistency and fiscal sustainability.
- Conduct annual airport grounds and hangar facility inspections to ensure safety and regulatory compliance. Ongoing maintenance will include electrical systems, weed abatement, structural repairs, and other routine upkeep.
- Continue to complete identified capital improvement projects, such as Phases II and III of the Airport Drainage Improvements Project, to enhance stormwater management and preserve the integrity of airport infrastructure.
- Execute projects funded through the FAA Airport Capital Improvement Plan (ACIP), ensuring compliance with federal guidelines and continued eligibility for grant funding.
- Maintain accurate and up-to-date records of based aircraft with the Arizona Department of Transportation (ADOT) and the Federal Aviation Administration (FAA).
- Promote community engagement and secure support for the construction of additional covered aircraft tie-downs and new hangar facilities to accommodate increasing demand and support airport growth.
- Enhance Eloy Municipal Airport's visibility and recognition at the local, regional, and state levels through strategic outreach and stakeholder engagement.

Revenues by Source

Projected 2026 Revenues by Source



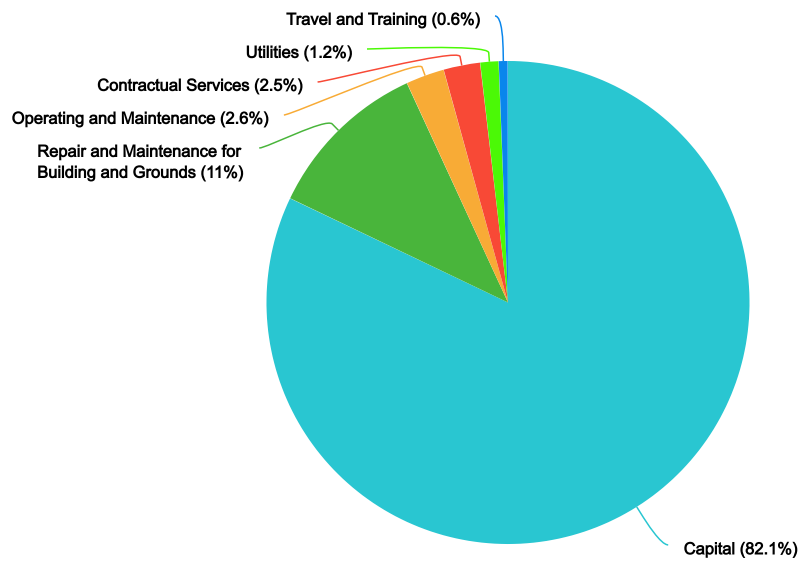
Budgeted and Historical 2026 Revenues by Source



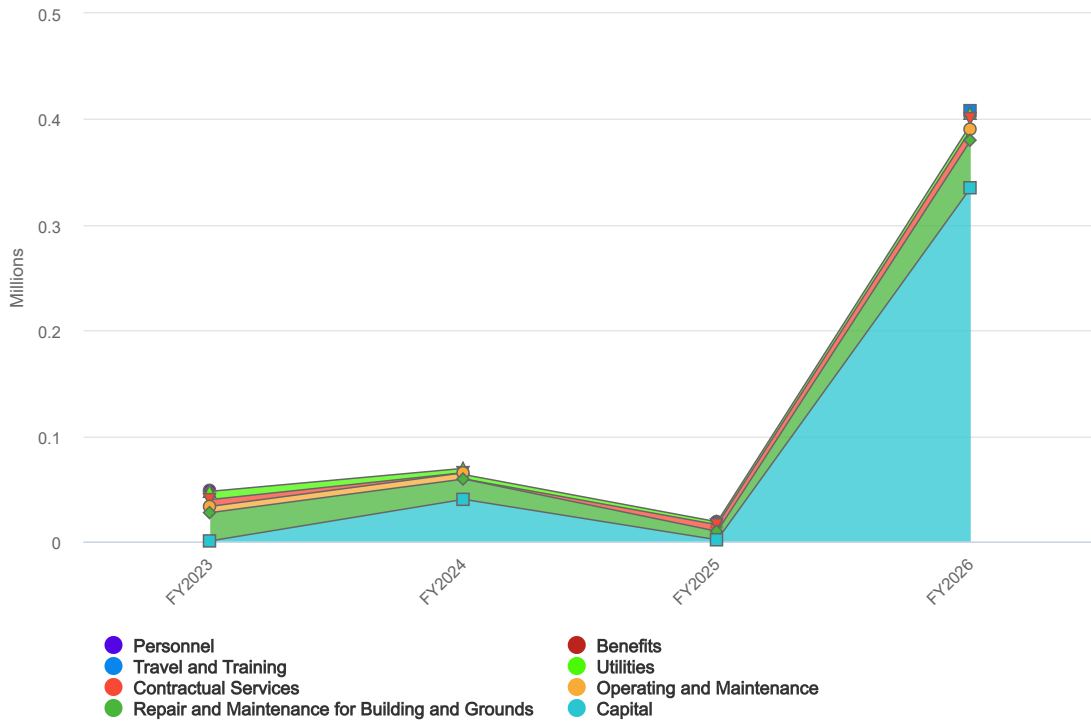
Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Revenue Source						
Charges for Services	\$188,796	\$219,444	\$141,548	\$197,950	\$140,450	-\$57,500
Other Revenues	\$2,702	\$10,009	\$8,551	\$9,000	\$17,050	\$8,050
Fund Balance Carry Forward	\$0	\$0	\$0	\$221,140	\$250,500	\$29,360
Total Revenue Source:	\$191,498	\$229,452	\$150,099	\$428,090	\$408,000	-\$20,090

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Personnel	\$775	\$0	\$125	\$0	\$0	\$0
Benefits	\$194	\$0	\$106	\$0	\$0	\$0
Operating and Maintenance	\$5,898	\$5,886	\$0	\$165,590	\$10,500	-\$155,090
Contractual Services	\$6,417	\$150	\$6,281	\$10,000	\$10,000	\$0
Travel and Training	\$0	\$0	\$0	\$2,500	\$2,500	\$0
Utilities	\$7,840	\$4,069	\$2,743	\$10,000	\$5,000	-\$5,000
Capital	\$550	\$39,926	\$1,634	\$195,000	\$335,000	\$140,000
Repair and Maintenance for Equipment and Vehicles	\$0	\$0	\$0	\$25,000	\$0	-\$25,000
Repair and Maintenance for Building and Grounds	\$26,801	\$19,260	\$8,004	\$20,000	\$45,000	\$25,000
Total Expense Objects:	\$48,476	\$69,291	\$18,894	\$428,090	\$408,000	-\$20,090

Significant Changes from the Prior Year

- A decrease in Operating and Maintenance of \$155,090 is primarily due to the reduction of the City's portion of the FAA Federal Grants for this fiscal year.
- A decrease in Utilities of \$5,000 is due to the decrease in the current utility spending trends at the Airport.
- An increase in Capital of \$140,000 is primarily due to the demolition of hanger 1 and the airpark-specific area plan. For a better explanation of these capital projects, please refer to the Capital Improvement section of the budget.
- An decrease in Repair and Maintenance for Equipment and Vehicles of \$25,000 is due to reallocating funds from this line item to Repair and Maintenance for Building and Grounds.
- An increase in Repair and Maintenance for Building and Grounds of \$25,000 is due to consolidating funds from Repair and Maintenance for Equipment and Vehicles into Building and Grounds.

Departmental Accomplishments

- Successfully completed the 10-year update to the Airport Master Plan, providing a strategic framework for future growth, infrastructure improvements, and investment in aviation services.
- With the addition of the new Public Works Business Manager position, the City Manager's Office has initiated the transition of Airport Manager responsibilities to the Public Works Department. This strategic realignment is intended to enhance oversight of day-to-day operations, improve coordination of maintenance and capital planning efforts, and ensure more effective management of the airport's evolving operational needs.
- Re-initiated Phases II and III of the Airport Drainage and Improvement Project in collaboration with Dibble Engineering and Lochner, targeting critical ground drainage and erosion issues across the airfield to preserve infrastructure and ensure long-term operational reliability.
- Executed the termination of the lease agreement with Rigging Innovations for Hangar 1 in preparation for its scheduled demolition. This action supports the planned redesign and expansion of apron space, as well as the future development of executive hangars, in alignment with the strategic recommendations outlined in the updated Airport Master Plan.
- Improve airport entry and exit gates to ensure they meet operational and security standards, effectively safeguarding all airport access points.
- In coordination with the Public Works Streets Division and contracted landscaping services, completed significant vegetation clearance along the airport perimeter fence to maintain FAA compliance and improve overall site aesthetics and safety.

Program Performance

Program Performance	Actual F.Y. 21-22	Actual F.Y. 22-23	Actual F.Y. 23-24	Estimated F.Y. 24-25	Target F.Y. 25-26
Hangers	12	12	12	11	11
Airport Waiting List	32	38	38	43	49
Tie-Downs	7	7	7	7	7





Perpetual Care Fund

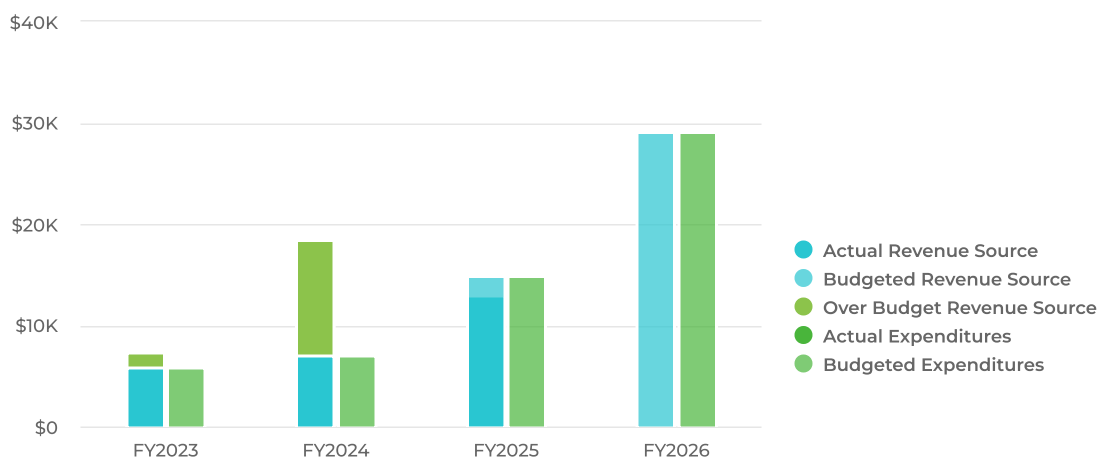
The Perpetual Care Fund is separate fund for the permanent care of the cemetery. Ten percent (10%) of all cemetery plot sales are recorded for future maintenance and improvement to the cemetery premises.

Summary

For FY 2025-2026, the City of Eloy expects a combined budget of \$29,250 for the Perpetual Care Fund. This comprises an anticipated total revenue of \$20,500 and transfers-in amounting to \$8,750.

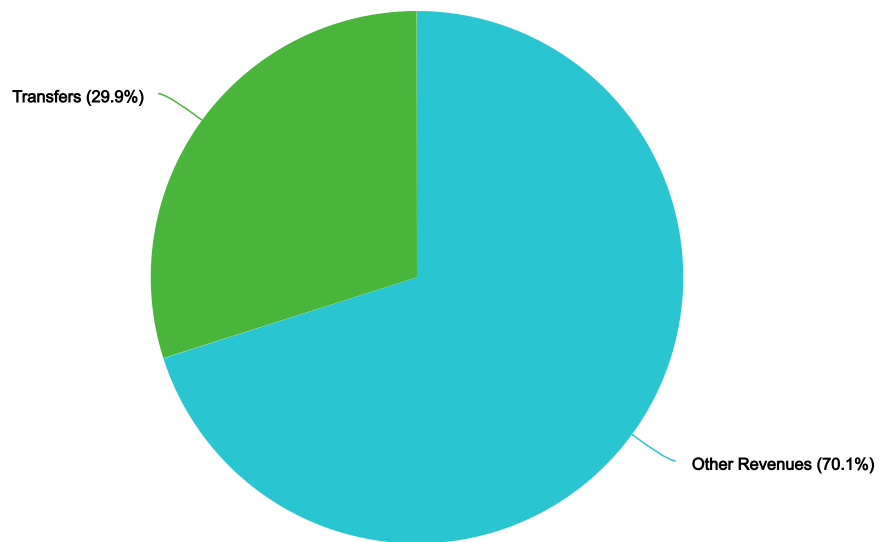
This budget reflects a significant increase of 95% compared to the previous year, equating to \$14,250 more than before. The projected revenue from the Perpetual Care Fund is set to soar by \$12,000 or 141% over the prior year, mainly driven by interest earnings.

Additionally, budgeted expenditures for FY 2025-2026 are projected to surge by 95%, reaching \$29,250. This uptick mirrors the overall budget growth and underscores the city's objectives for this fund.

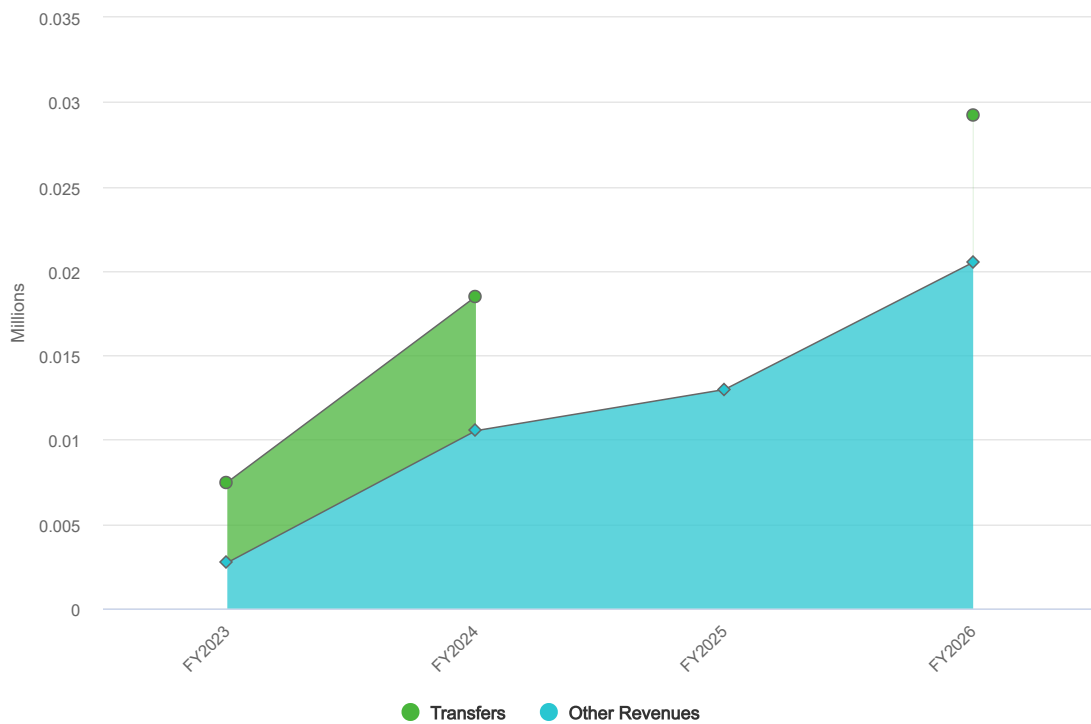


Revenues by Source

Projected 2026 Revenues by Source



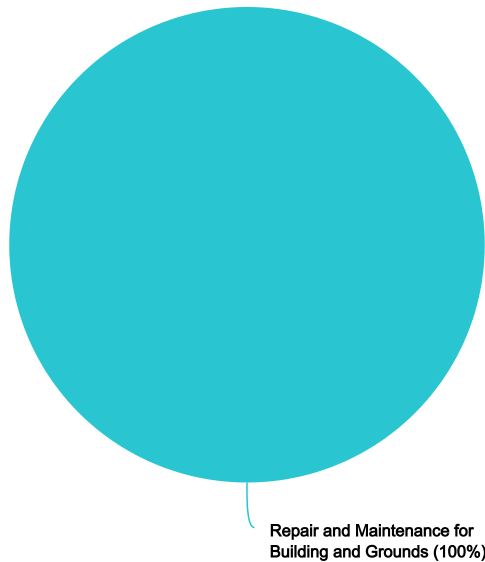
Budgeted and Historical 2026 Revenues by Source



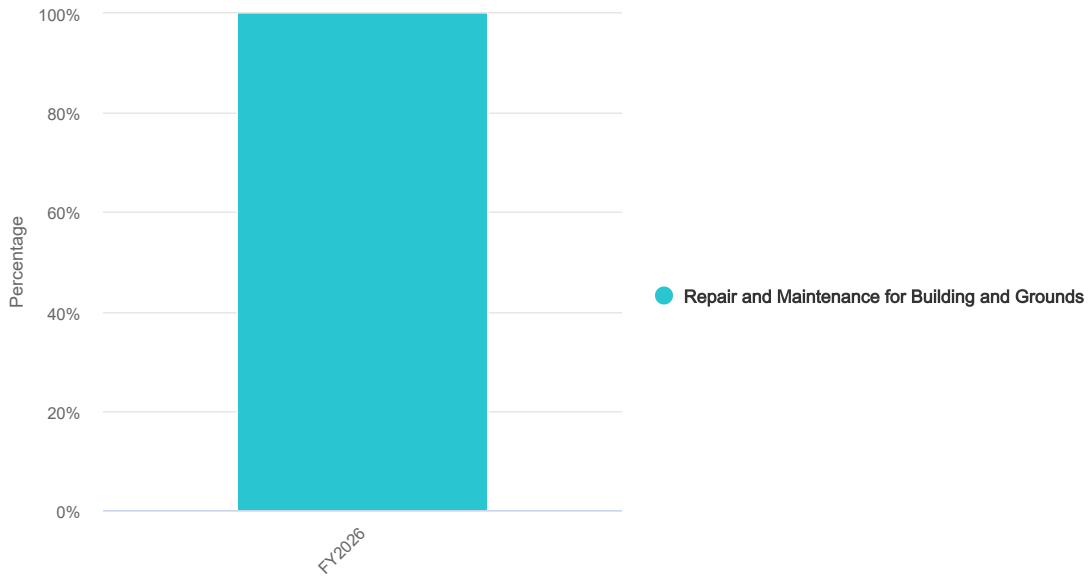
Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Revenue Source						
Other Revenues	\$2,715	\$10,532	\$12,970	\$8,500	\$20,500	\$12,000
Transfers	\$4,762	\$7,950	\$0	\$6,500	\$8,750	\$2,250
Total Revenue Source:	\$7,477	\$18,482	\$12,970	\$15,000	\$29,250	\$14,250

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Repair and Maintenance for Building and Grounds	\$0	\$0	\$0	\$15,000	\$29,250	\$14,250
Total Expense Objects:	\$0	\$0	\$0	\$15,000	\$29,250	\$14,250

Significant Changes from the Prior Year

- An increase in Repair and Maintenance for Building and Grounds of \$14,250 reflects the increase in fund balance and transfers from the Cemetery Fund. Any expenses used can only be expended when the Cemetery has not more plots available.

GENERAL FUND DEPARTMENTS



General Fund Departments



General Fund departments are comprised of Administration, Economic Development, Legal, City Clerk, Human Resources, Finance, Community Development, Parks Maintenance, Community Services, Recreation Programs, Facility Maintenance, Police Administration, Field Operations, Animal Control, GIS, Vehicle Maintenance, and Public Works Administration.

General Fund Expenditures Summary

For FY 2025-2026, total General Fund expenditures, including all transfers, are projected at \$40,497,320, representing a \$6,273,955 or 18.33% increase compared to the previous fiscal year. However, when excluding transfers totaling \$19,802,390, the operating General Fund budget stands at \$20,694,930, representing a decrease of \$2,713,435, or 11.59%, compared to the previous fiscal year.

The primary driver behind this decrease is the reallocation of \$5,000,000 previously budgeted for Economic Incentives, which has now been transferred into a newly established, separate operating fund. This strategic move reduces General Fund expenditures on paper but does not represent a reduction in overall service delivery or investment priorities.

Despite the overall decrease in the General Fund budget, the City is experiencing rising operational costs across several key areas. These include building and vehicle maintenance, subscription and membership contracts, technology and maintenance contracts, and utility costs. Additionally, the City has implemented an annual market-based salary adjustment for employees and has expanded its contingency budget to better prepare for any unforeseen expenses that may arise throughout the fiscal year.

Looking ahead, these growing cost pressures indicate that future budgets may reflect incremental increases in General Fund spending as the City continues to maintain essential services, address infrastructure needs, and support employee retention and operational readiness.

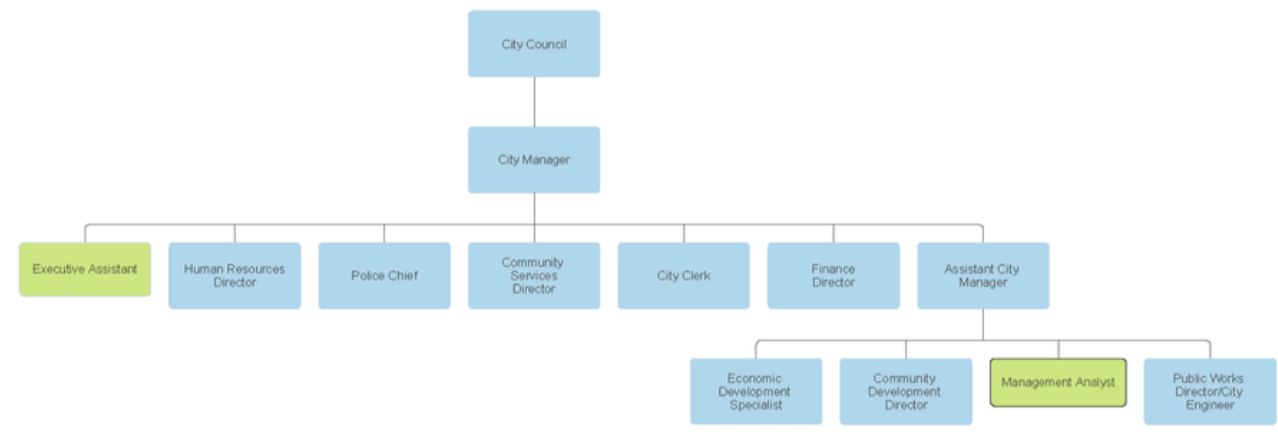
\$40,497,320 **\$6,273,955**
(18.33% vs. prior year)

General Fund Departments Proposed and Historical Budget vs. Actual



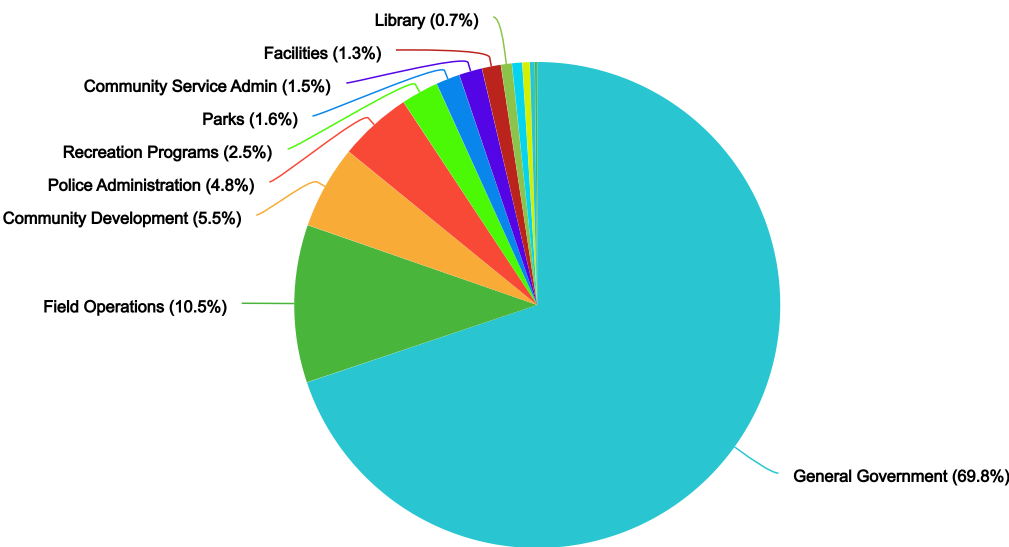
General Fund Organizational Chart

GENERAL FUND DEPARTMENTS ORGANIZATIONAL CHART

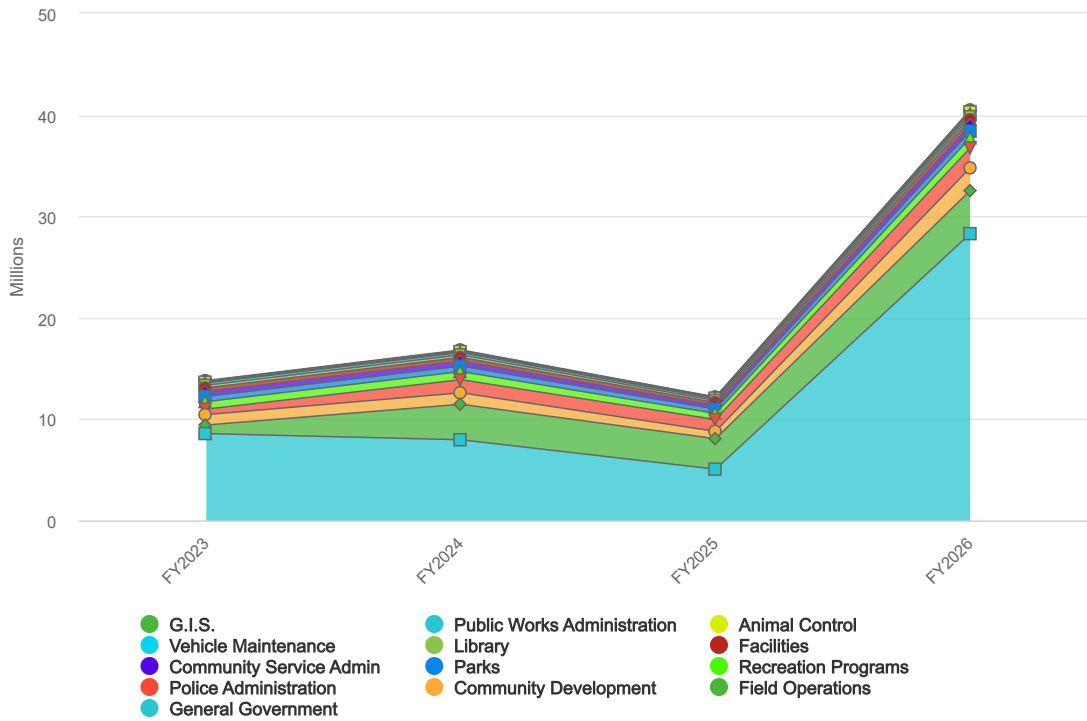


Expenditures by Function

Budgeted Expenditures by Function



Budgeted and Historical Expenditures by Function

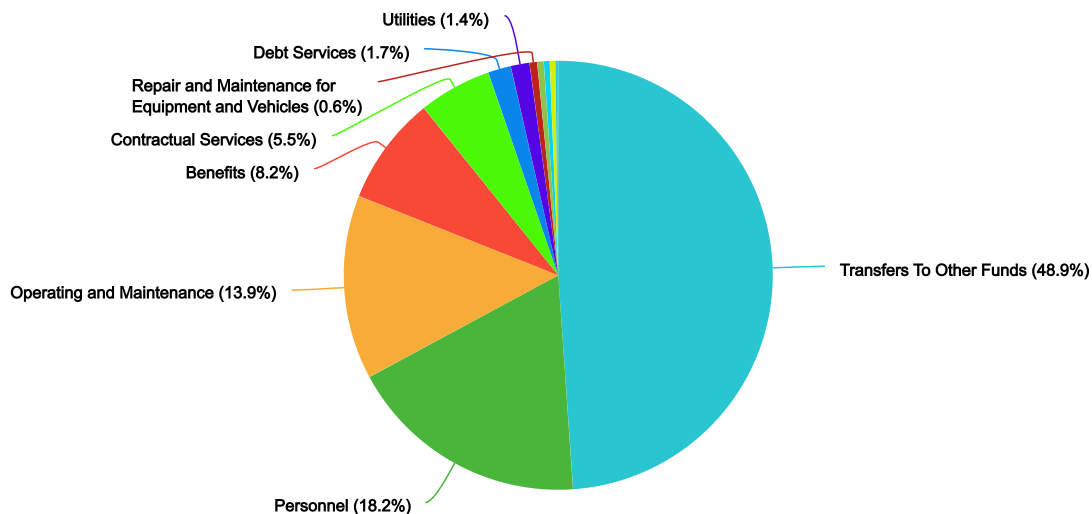


Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expenditures						
General Government						
City Council	\$234,602	\$259,899	\$233,349	\$311,180	\$320,800	\$9,620
Human Resources	\$278,225	\$308,219	\$256,090	\$387,405	\$453,550	\$66,145
City Clerk	\$455,589	\$455,646	\$407,767	\$562,435	\$467,010	-\$95,425
Magistrate Court	\$561,607	\$508,457	\$415,082	\$646,190	\$680,650	\$34,460
City Manager	\$387,799	\$430,753	\$351,515	\$691,295	\$565,660	-\$125,635
Finance	\$835,549	\$984,062	\$765,064	\$1,044,825	\$1,196,645	\$151,820
Legal	\$147,660	\$157,390	\$117,841	\$164,845	\$214,845	\$50,000
Contingency/Debt/Transfers	\$5,670,264	\$4,859,371	\$2,516,916	\$19,670,125	\$24,034,085	\$4,363,960
Economic Development	\$0	\$0	\$0	\$0	\$353,990	\$353,990
Total General Government:	\$8,571,295	\$7,963,798	\$5,063,624	\$23,478,300	\$28,287,235	\$4,808,935
Public Works						
G.I.S.	\$50,791	\$55,398	\$31,988	\$58,430	\$63,420	\$4,990
Vehicle Maintenance	\$220,667	\$215,410	\$165,393	\$265,005	\$277,200	\$12,195
Public Works Administration	\$114,042	\$111,505	\$90,528	\$108,885	\$134,140	\$25,255
Total Public Works:	\$385,499	\$382,312	\$287,910	\$432,320	\$474,760	\$42,440
Public Safety						

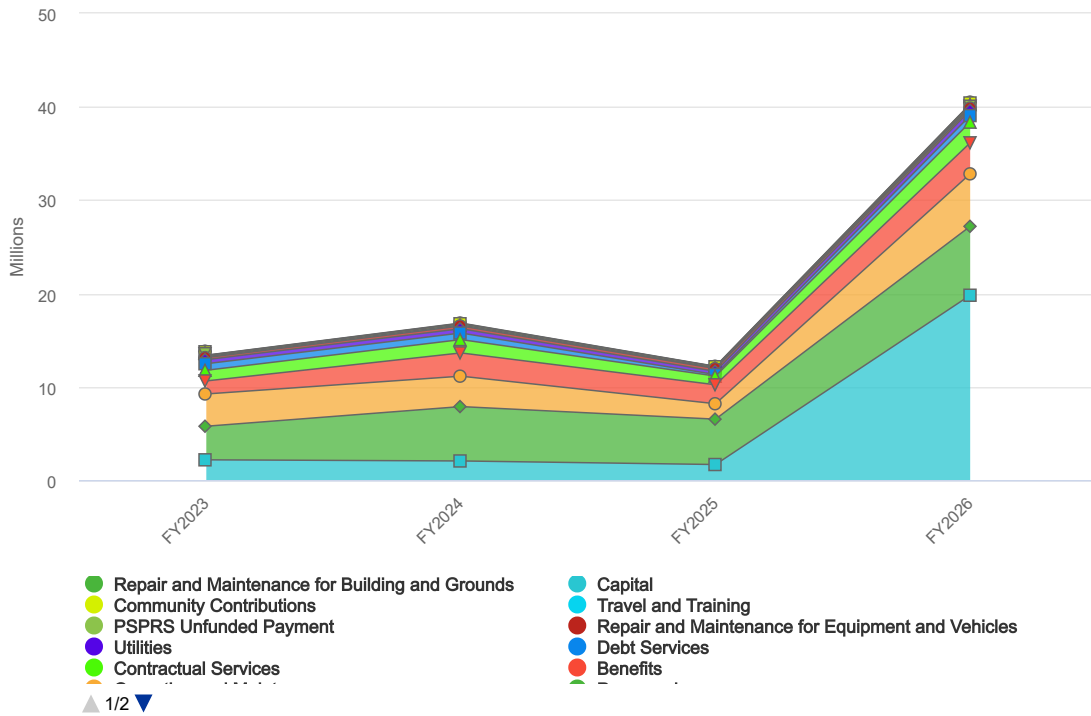
Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Animal Control	\$70,152	\$95,491	\$65,117	\$200,000	\$200,000	\$0
Police Administration	\$541,092	\$1,288,329	\$1,165,532	\$1,653,645	\$1,961,655	\$308,010
Field Operations	\$845,309	\$3,500,803	\$3,007,801	\$4,275,445	\$4,249,090	-\$26,355
Total Public Safety:	\$1,456,553	\$4,884,624	\$4,238,450	\$6,129,090	\$6,410,745	\$281,655
Community Development						
Community Development	\$1,028,482	\$1,134,943	\$720,686	\$1,254,155	\$2,243,250	\$989,095
Total Community Development:	\$1,028,482	\$1,134,943	\$720,686	\$1,254,155	\$2,243,250	\$989,095
Community Services						
Parks	\$516,622	\$539,242	\$423,216	\$628,290	\$647,240	\$18,950
Recreation Programs	\$738,092	\$802,352	\$605,827	\$1,002,355	\$1,005,530	\$3,175
Library	\$265,287	\$259,184	\$199,419	\$288,165	\$296,260	\$8,095
Community Service Admin	\$472,147	\$484,450	\$357,924	\$542,155	\$624,930	\$82,775
Facilities	\$367,322	\$372,945	\$290,370	\$468,535	\$507,370	\$38,835
Total Community Services:	\$2,359,470	\$2,458,173	\$1,876,756	\$2,929,500	\$3,081,330	\$151,830
Total Expenditures:	\$13,801,298	\$16,823,850	\$12,187,426	\$34,223,365	\$40,497,320	\$6,273,955

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Personnel	\$3,599,831	\$5,828,165	\$4,863,847	\$7,114,080	\$7,387,500	\$273,420
Benefits	\$1,397,562	\$2,493,036	\$2,031,306	\$3,249,400	\$3,324,570	\$75,170
Operating and Maintenance	\$3,457,828	\$3,259,198	\$1,652,022	\$7,836,355	\$5,624,125	-\$2,212,230
Contractual Services	\$1,143,318	\$1,428,603	\$932,615	\$2,732,620	\$2,216,710	-\$515,910
Travel and Training	\$97,726	\$112,569	\$76,807	\$170,925	\$183,950	\$13,025
Community Contributions	\$107,175	\$120,266	\$118,113	\$127,900	\$165,300	\$37,400
Utilities	\$438,248	\$460,010	\$344,230	\$538,830	\$568,350	\$29,520
Capital	\$34,663	\$43,288	\$23,193	\$35,000	\$50,000	\$15,000
Transfers To Other Funds	\$2,163,055	\$2,041,409	\$1,659,108	\$10,815,000	\$19,802,390	\$8,987,390
Debt Services	\$701,850	\$704,450	\$160,750	\$938,400	\$704,600	-\$233,800
PSPRS Unfunded Payment	\$421,240	\$0	\$0	\$200,000	\$200,000	\$0
Repair and Maintenance for Equipment and Vehicles	\$216,415	\$297,488	\$296,740	\$379,355	\$233,325	-\$146,030
Repair and Maintenance for Building and Grounds	\$22,386	\$35,368	\$28,692	\$85,500	\$36,500	-\$49,000
Total Expense Objects:	\$13,801,298	\$16,823,850	\$12,187,426	\$34,223,365	\$40,497,320	\$6,273,955



General Government Departments



Expenditures Summary

\$40,497,320

\$6,273,955

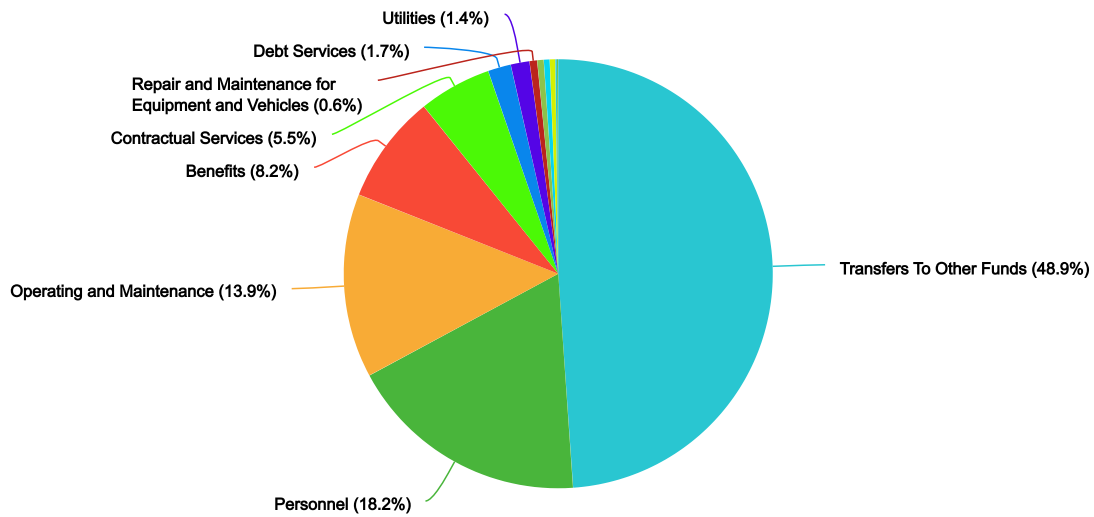
(18.33% vs. prior year)

General Government Departments Proposed and Historical Budget vs. Actual

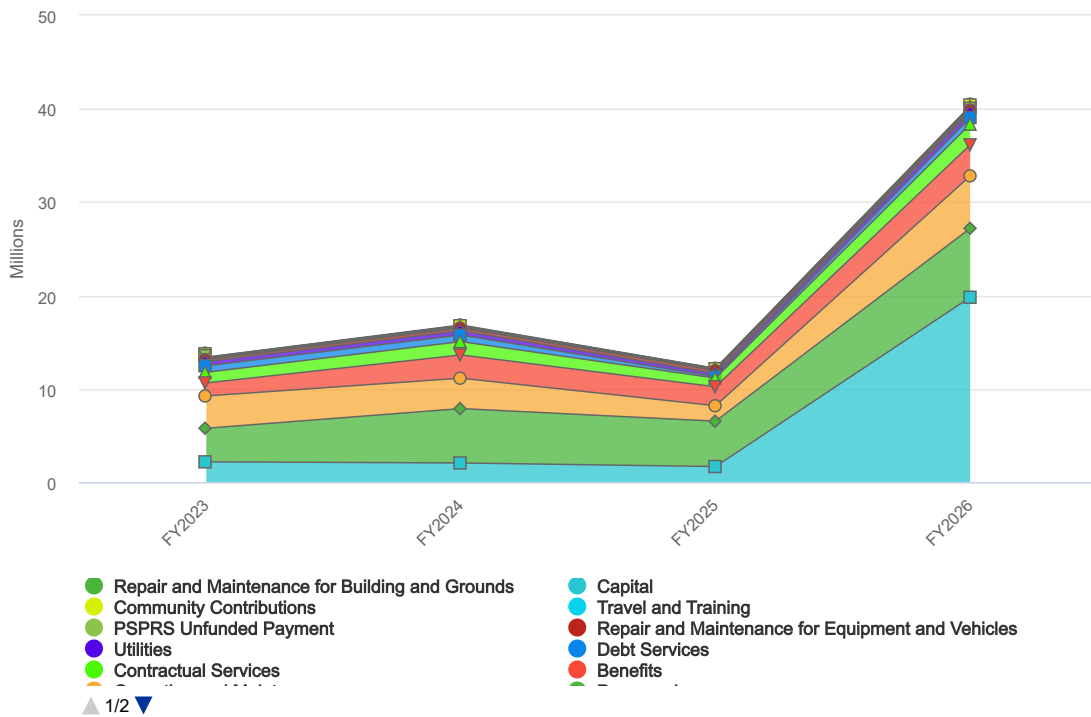


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Personnel	\$3,599,831	\$5,828,165	\$4,863,847	\$7,114,080	\$7,387,500	\$273,420
Benefits	\$1,397,562	\$2,493,036	\$2,031,306	\$3,249,400	\$3,324,570	\$75,170
Operating and Maintenance	\$3,457,828	\$3,259,198	\$1,652,022	\$7,836,355	\$5,624,125	-\$2,212,230
Contractual Services	\$1,143,318	\$1,428,603	\$932,615	\$2,732,620	\$2,216,710	-\$515,910
Travel and Training	\$97,726	\$112,569	\$76,807	\$170,925	\$183,950	\$13,025
Community Contributions	\$107,175	\$120,266	\$118,113	\$127,900	\$165,300	\$37,400
Utilities	\$438,248	\$460,010	\$344,230	\$538,830	\$568,350	\$29,520
Capital	\$34,663	\$43,288	\$23,193	\$35,000	\$50,000	\$15,000
Transfers To Other Funds	\$2,163,055	\$2,041,409	\$1,659,108	\$10,815,000	\$19,802,390	\$8,987,390
Debt Services	\$701,850	\$704,450	\$160,750	\$938,400	\$704,600	-\$233,800
PSPRS Unfunded Payment	\$421,240	\$0	\$0	\$200,000	\$200,000	\$0
Repair and Maintenance for Equipment and Vehicles	\$216,415	\$297,488	\$296,740	\$379,355	\$233,325	-\$146,030
Repair and Maintenance for Building and Grounds	\$22,386	\$35,368	\$28,692	\$85,500	\$36,500	-\$49,000
Total Expense Objects:	\$13,801,298	\$16,823,850	\$12,187,426	\$34,223,365	\$40,497,320	\$6,273,955



City Council



Andrew Sutton
Mayor

The corporate powers of the city shall be vested in the Council and exercised only as directed or authorized by law. All powers of the Council shall be exercised by ordinance, resolution, order, or motion. The city's elected officers shall be six Council members and one directly elected Mayor. The Mayor and Council members shall constitute the Council and continue in office until their duly elected successors assume the duties of office. The Mayor is elected to a two-year term, while Council members shall serve four-year overlapping terms in the manner provided by state statute.

City Council serves Eloy's citizens as elected representatives and provides for the orderly government of the City. The City Council is responsible for establishing goals and adopting public policy that meets the community's needs. In addition, they are responsible for adopting an annual budget that maintains the fiscal stability of the City. The major focus is on ensuring orderly and quality development throughout the community, enhancing the quality of life for Eloy's citizens through the delivery of services, promoting customer service, and communicating with residents.

City Council has three appointed positions that report to them: City Magistrate, City Manager, and City Attorney.

- The City Manager is responsible for overseeing the day-to-day operations of the City and for carrying out the policies that are adopted by the City Council.
- The City Attorney serves as legal advisor to the City Council, City Manager, and all City departments, and represents the City in all legal proceedings.
- The City Magistrate oversees the Municipal Court, which promptly and fairly processes all criminal and traffic violations filed.

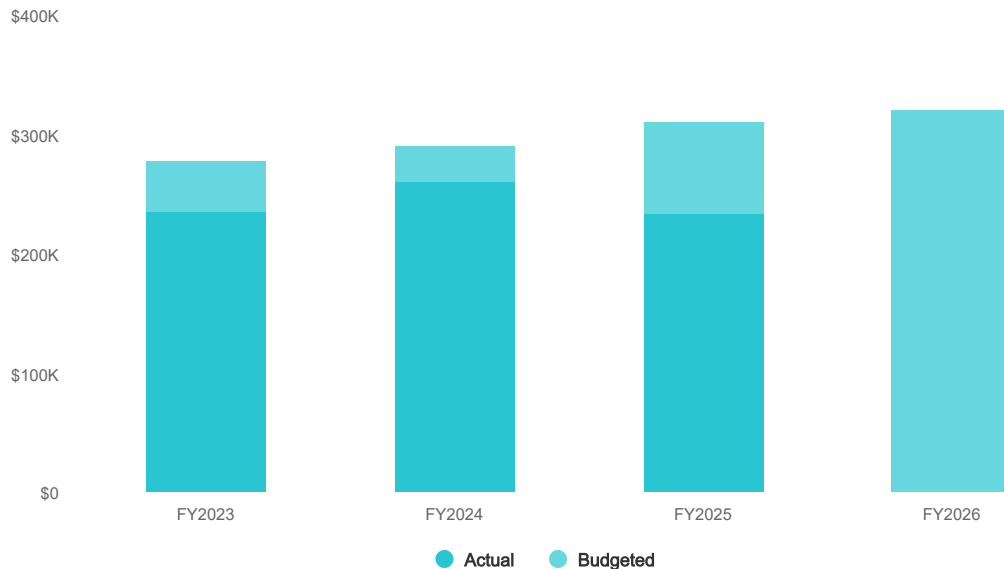
It is the City Council's responsibility to oversee these functions and to provide the needed policy direction for the effective management of the City.



Expenditures Summary

\$320,800 **\$9,620**
(3.09% vs. prior year)

City Council Proposed and Historical Budget vs. Actual

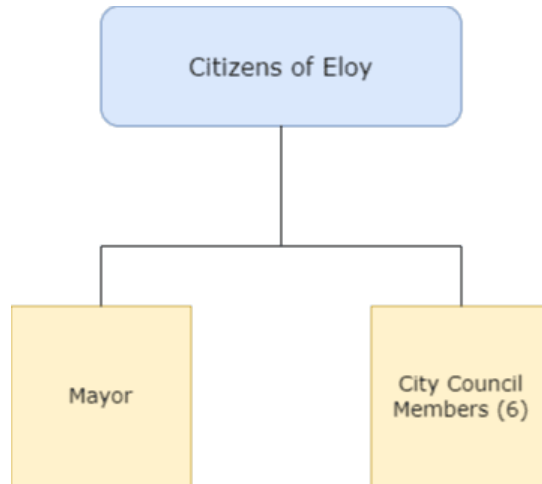


Budget Objectives

The Eloy City Council approved several projects this past fiscal year to enhance water and wastewater services and improve streets, parks, and facilities for the citizens of Eloy. The Council is responsible for setting long-range strategic planning objectives and goals that will enhance and improve the quality of life for Eloy residents. The City Council will continue to work together cohesively to set policy for the city and provide direction to the city manager on implementing those policies. The Council is committed to entering into partnerships with outside agencies to deliver services to residents more effectively. The Council strongly supports economic growth in the city to create jobs and investment in the community. The Council's ultimate goal is to improve the quality of life and livability in the City of Eloy.

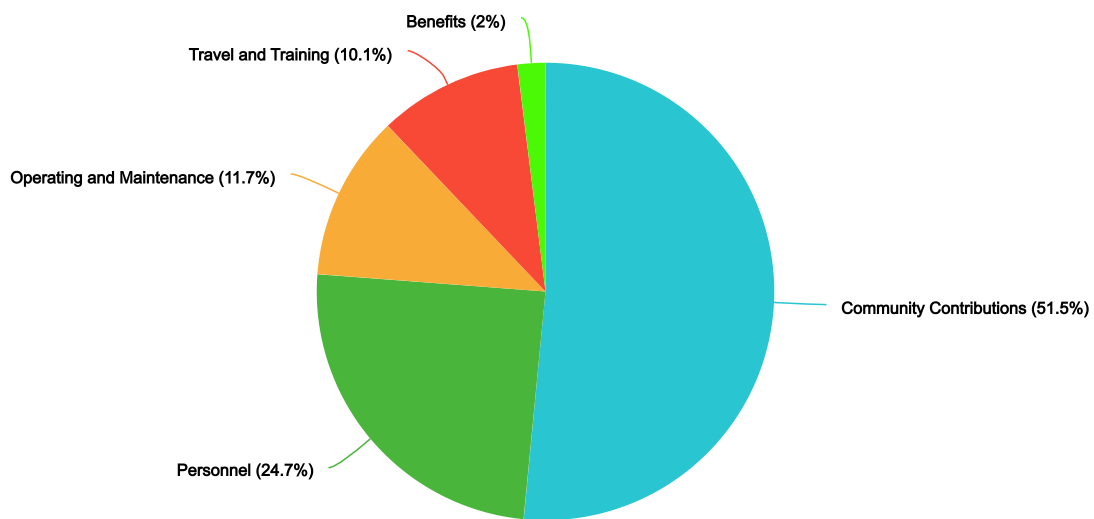


Organizational Chart

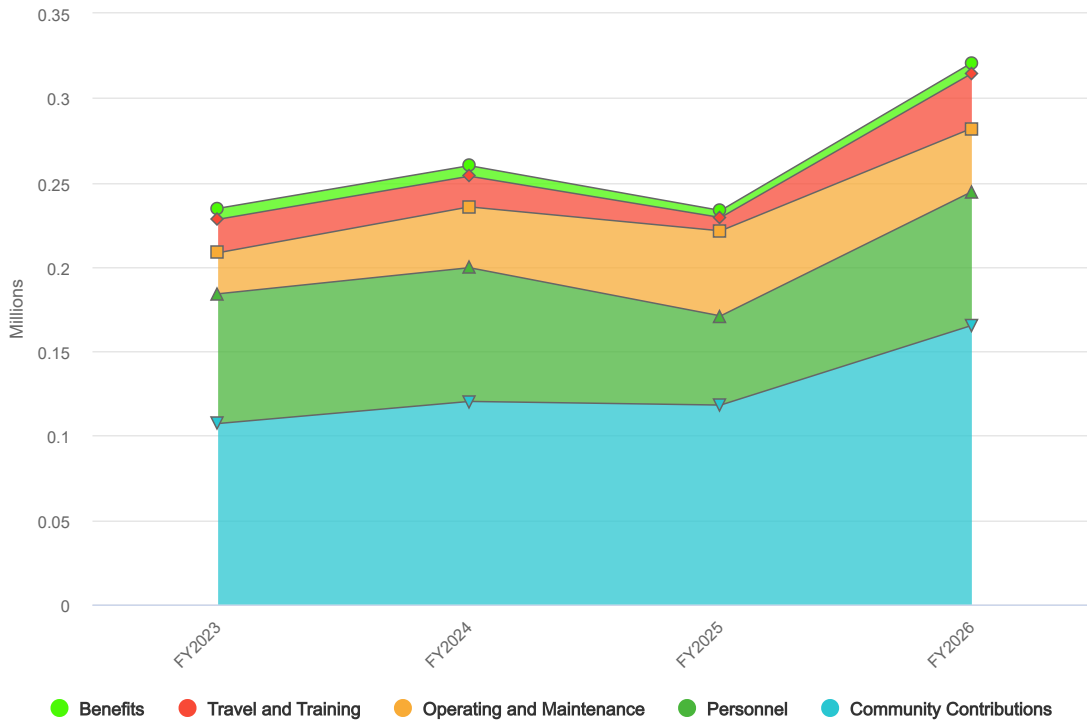


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Personnel	\$76,821	\$79,200	\$52,800	\$79,200	\$79,200	\$0
Benefits	\$6,494	\$6,249	\$4,166	\$6,280	\$6,300	\$20
Operating and Maintenance	\$24,318	\$36,012	\$50,378	\$64,800	\$37,500	-\$27,300
Travel and Training	\$19,795	\$18,173	\$7,892	\$33,000	\$32,500	-\$500
Community Contributions	\$107,175	\$120,266	\$118,113	\$127,900	\$165,300	\$37,400
Total Expense Objects:	\$234,602	\$259,899	\$233,349	\$311,180	\$320,800	\$9,620

Significant Changes from the Prior Year

- A decrease in Operating and Maintenance of \$27,300 is primarily due to moving the Employee Appreciation funding of \$20,000 to the Human Resources department as this department is responsible for employee appreciation events and functions.
- An increase in Community Contributions of \$37,400 is due to funding organizations/agencies for the Community Outreach Program.

Economic Development



Mackenzie Letcher
Assistant City Manager

The City of Eloy continues to build on its strategic location in the heart of the Sun Corridor, positioning itself as a hub for economic growth and opportunity. With direct access to major highways, rail infrastructure, and key regional markets, Eloy is an ideal destination for a diverse range of industries—including transportation, logistics, manufacturing, and interstate commerce.

In 2025, Eloy's Economic Development strategy emphasizes growing a balanced and resilient economy through the promotion of industry diversity, support for regional workforce initiatives, and a strong commitment to local business development. By collaborating with workforce partners, educational institutions, and regional stakeholders, we are helping to prepare our labor force for the jobs of tomorrow while strengthening Eloy's economic foundation today.

Economic Development efforts are currently led by the Assistant City Manager, who also serves as the Economic Development Manager. This dual role ensures a streamlined approach to aligning strategic planning, infrastructure investment, and business development efforts across the organization.

Through strategic partnerships, proactive marketing, and access to shovel-ready sites, Eloy is attracting new businesses while also creating an environment where existing businesses can thrive. The City remains focused on fostering a dynamic, future-ready economy that supports long-term prosperity.

As we move forward, we remain committed to nurturing a vibrant and growing business ecosystem that reflects Eloy's unique character and vision. We welcome businesses, entrepreneurs, and investors to be part of our continued growth and success.

Expenditures Summary

\$353,990 **\$353,990**
(100.00% vs. prior year)

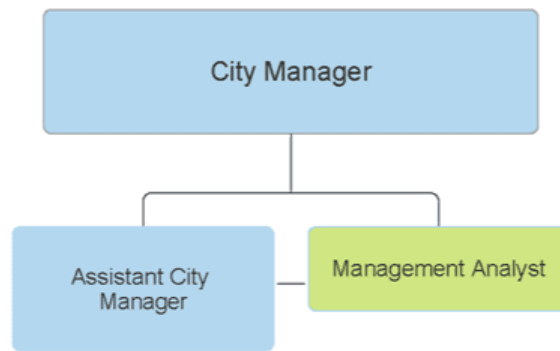
Economic Development Proposed and Historical Budget vs. Actual



Budget Objectives

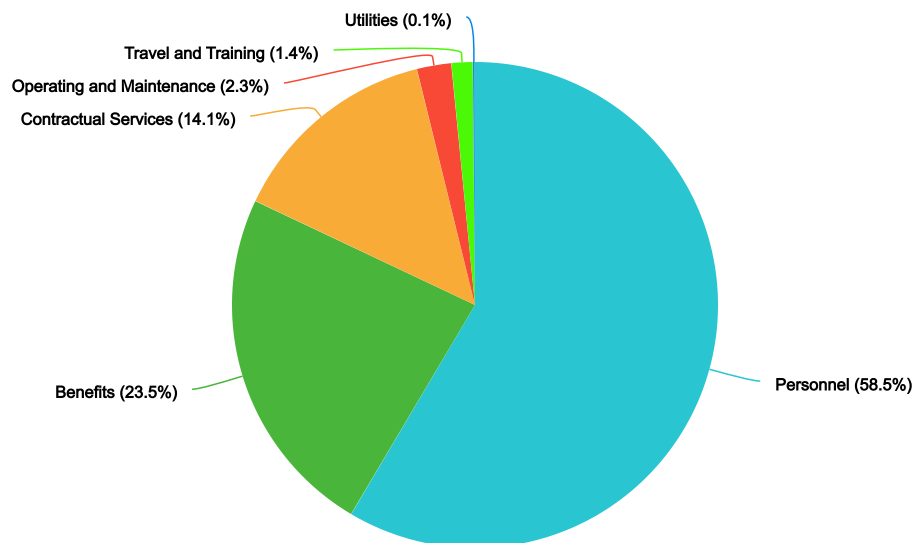
- Launch the updated Economic Development portal by deploying the enhanced Economic Development section on the City's website to provide accessible, user-friendly tools and resources for site selectors, investors, and local businesses.
- Attract job-creating business investment that will create a minimum of 300 full-time jobs in Eloy, targeting positions with an average annual wage of \$50,000 to enhance local employment opportunities.
- Strengthen support for downtown business and entrepreneurship by building collaborative partnerships with state agencies to deliver education, resources, and support for downtown business development and entrepreneurial growth.
- Promote residential investment by coordinating with the City Manager and Community Development Department to actively market Eloy for residential development and attract investment in new housing opportunities.
- Complete the housing feasibility study by finalizing and utilizing the housing feasibility study to guide residential development strategies and address community housing needs.
- Update Economic Development marketing materials and distribute the City's Economic Development brochure to reflect current opportunities, available sites, and Eloy's competitive advantages.

Organizational Chart

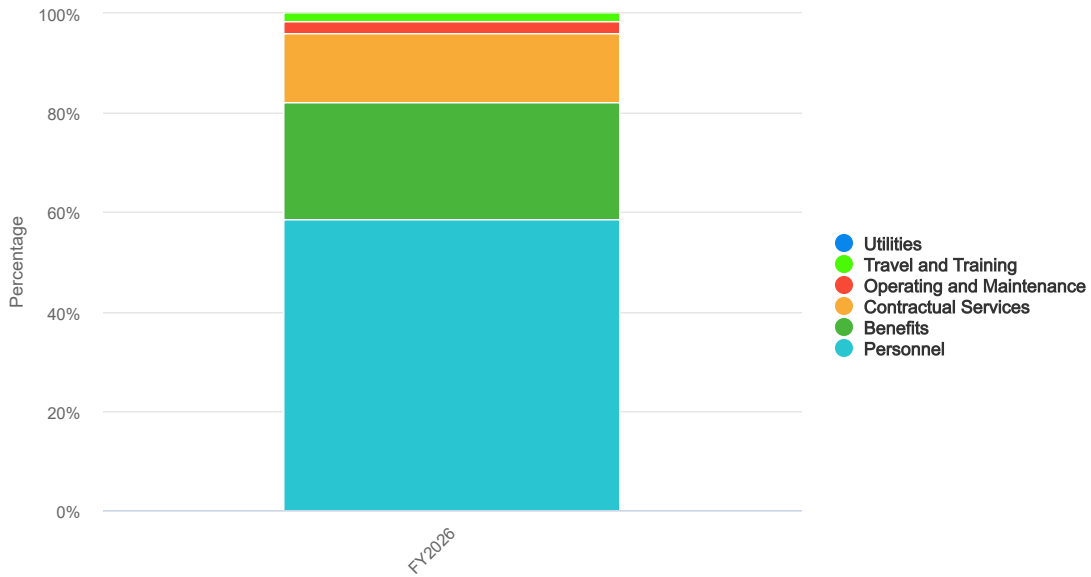


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects					
Personnel	\$0	\$0	\$0	\$207,140	\$207,140
Benefits	\$0	\$0	\$0	\$83,250	\$83,250
Operating and Maintenance	\$0	\$0	\$0	\$8,100	\$8,100
Contractual Services	\$0	\$0	\$0	\$50,000	\$50,000
Travel and Training	\$0	\$0	\$0	\$5,000	\$5,000
Utilities	\$0	\$0	\$0	\$500	\$500
Total Expense Objects:	\$0	\$0	\$0	\$353,990	\$353,990

Significant Changes from the Prior Year

The Economic Development Department is a newly established division for FY 2025-2026, having previously operated under the City Manager's Office in FY 2024-2025. This transition formalizes and consolidates all economic development-related functions into a dedicated department, providing a clearer focus and accountability.

The new department includes two personnel positions—the Assistant City Manager and a Management Analyst—along with all associated operating expenditures specific to economic development initiatives. The \$353,990 increase in the Economic Development budget reflects the reallocation of funds previously housed within the City Manager's budget, resulting in a corresponding reduction. This restructuring enhances transparency and better aligns resources with the City's strategic goals for economic growth.



Departmental Accomplishments

- New Industrial Investment: Sonoran Sales Company selected the Eloy Industrial Park as the home for its new steel pipe manufacturing facility, Desert Pipe, which will serve markets across the southwestern United States.
- Enhanced Marketing Presence: Revised and expanded the City's Economic Development marketing materials, which have been featured in prominent regional real estate publications to elevate Eloy's visibility to site selectors and investors.
- Strategic Land Use Coordination: Partnered with Community Development and Ryan Companies to facilitate the rezoning and PAD approval for the Southwest Crossing site, enabling future development of a data processing and hosting facility.
- Statewide Investment Promotion: Represented the City of Eloy at the inaugural Arizona Land Investors Summit in Phoenix, presenting investment opportunities to an audience of over 100 land investors and developers.
- Major Groundbreaking Event: Organized the February 2024 groundbreaking ceremony for Exceptional Community Hospital, with over 60 attendees including local and state officials, highlighting Eloy's momentum in healthcare development.
- Citywide Branding Initiative: Collaborated with the City Manager's Office to produce the "Eloy Reimagined" marketing video, which premiered at the International City/County Management Association (ICMA) Annual Conference in Pittsburgh and has since garnered over 10,000 views on YouTube.
- Industrial Job Growth: Welcomed BHI Trucking and Osterkamp Transportation to the Sunshine Industrial Park, bringing a combined total of 80 full-time jobs to Eloy's growing industrial employment base.
- Digital Infrastructure Improvement: Initiated the redesign of the Economic Development Portal in partnership with the University of Arizona, enhancing the City's online presence and access to economic data, resources, and opportunities.

Program Performance

Program Performance	Actual F.Y. 21-22	Actual F.Y. 22-23	Actual F.Y. 23-24	Estimated F.Y. 24-25	Target F.Y. 25-26
New Capital Investment Made	N/A	N/A	150M	125M	100M
New Industry Announcements	1	1	2	3	3
Number of New Jobs Created	N/A	N/A	100	200	300
Project Information Forms Submitted	N/A	2	N/A	18	25

Human Resources



Sylvia Payne
Human Resources Director

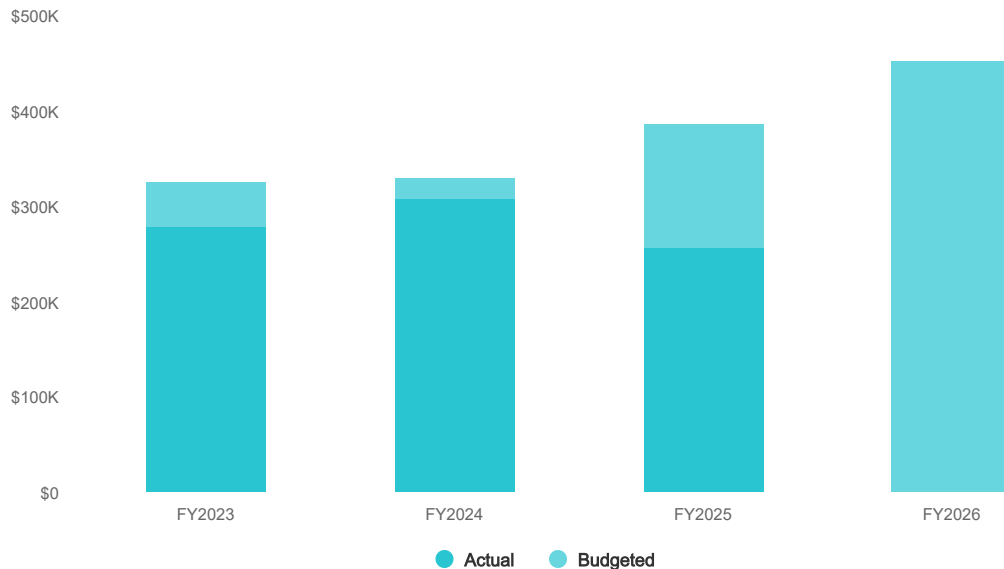
The mission, vision, and goal of the City of Eloy's Human Resource Department are to provide quality support services to all City departments in personnel, employee training, and development to assist in providing services to the public.

The Human Resources Department partners with all departments to hire a diverse workforce dedicated to serving Eloy's residents. In addition to the recruitment process, the Human Resources Department is responsible for compliance with State and Federal employment laws, benefits and compensation management, employee relations, and worker's compensation.

Expenditures Summary

\$453,550 **\$66,145**
(17.07% vs. prior year)

Human Resources Proposed and Historical Budget vs. Actual

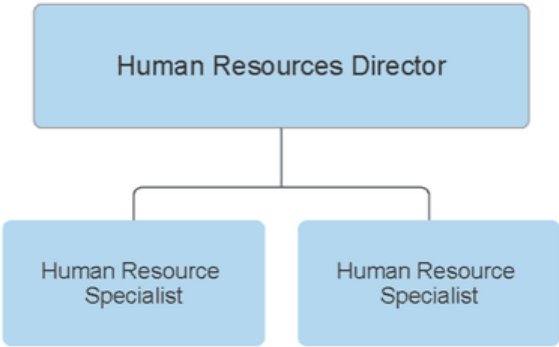


Budget Objectives

- Recruitment and Retention
- Compensation and Classification
- Worker's Compensation and Safety Administration
- Performance Management
- Workforce Training and Development
- Employee Relations
- Employee Wellness Initiatives

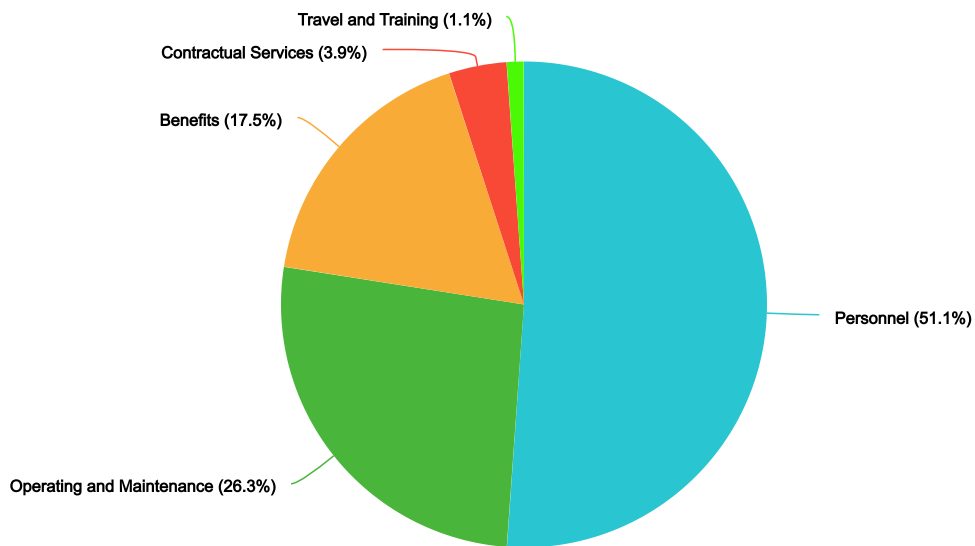
Organizational Chart

HUMAN RESOURCES ORGANIZATIONAL CHART

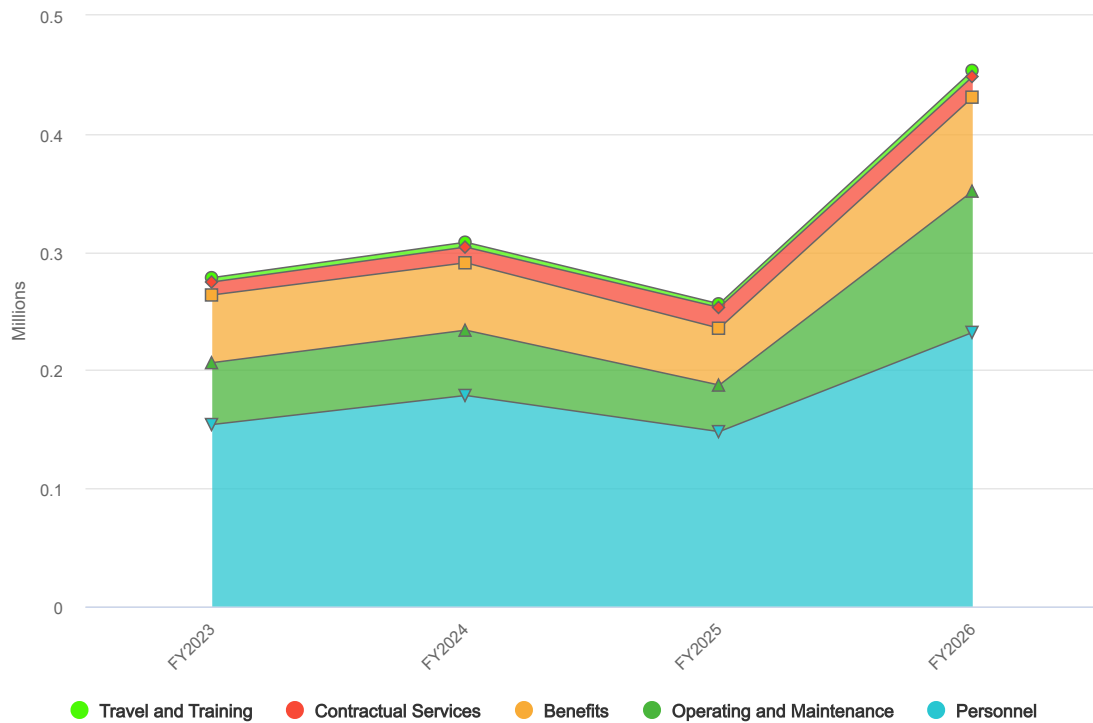


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Personnel	\$153,947	\$178,548	\$147,937	\$198,600	\$231,920	\$33,320
Benefits	\$57,286	\$57,007	\$48,083	\$86,655	\$79,480	-\$7,175
Operating and Maintenance	\$52,330	\$55,255	\$39,404	\$66,000	\$119,500	\$53,500
Contractual Services	\$10,979	\$13,303	\$17,571	\$31,000	\$17,500	-\$13,500
Travel and Training	\$3,683	\$4,107	\$3,095	\$5,150	\$5,150	\$0
Total Expense Objects:	\$278,225	\$308,219	\$256,090	\$387,405	\$453,550	\$66,145

Significant Changes from the Prior Year

- An increase in Personnel of \$33,320 is due to reassigning a position from the City Clerk's Office to Human Resources.
- A decrease in Benefits of \$7,175 is due to the adjustment of benefits coverage.
- An increase in Operating and Maintenance of \$53,500 is primarily due to the reclassification of all subscription agreements, which were previously budgeted under Contractual Services, into the Subscription Agreements line within the Operating and Maintenance category. This change provides greater transparency and more accurate tracking of recurring technology costs. In addition, \$20,000 comes from moving the Employee Appreciation funding from the City Council department for managing employee appreciation events and functions.
- A decrease in Contractual Services of \$13,500 resulted from reclassifying all subscription agreements into a dedicated Subscription Agreements line, in accordance with GASB guidelines, to enhance tracking, transparency, and accounting accuracy.

Departmental Accomplishments

- Enhanced Police Recruitment Process: Implemented a streamlined hiring process to accelerate police recruit onboarding. This includes partnering with a third-party investigator to conduct background checks for all Police Department positions, improving efficiency and reducing hiring timelines.
- Expanded Employee Training & Certification Support: Assisted various departments in obtaining essential certifications, including Permit Tech, CDL, and ADEQ. To date, all departments have provided both onsite and offsite training opportunities, resulting in approximately 300 completed courses, which have been documented in employees' personnel files.
- Compensation & Classification Review: Collaborated with HR Know to conduct a comprehensive Compensation and Classification Study, ensuring the City's salary structure remains competitive and compliant with the Fair Labor Standards Act (FLSA). This ongoing review also ensures job descriptions align with the City's evolving needs.
- Promoted Employee Well-Being & Perks: Launched monthly wellness webinars and introduced the Employee Network, providing staff with exclusive discounts and benefits to enhance work-life balance.
- Strengthened Employee Recognition & Engagement: Human Resources has taken the lead in expanding the Employee Appreciation Committee's initiatives. In FY24/25, six new events were added, excluding the annual Employee Appreciation celebration in December. Additionally, random employee recognition drawings were introduced from March through June to boost morale and engagement further.



Program Performance

Program Performance	Actual F.Y. 21-22	Actual F.Y. 22-23	Actual F.Y. 23-24	Estimated F.Y. 24-25	Target F.Y. 25-26
Recruitments Posted	35	46	40	37	40
Applications Received/Reviewed	277	300	325	309	315
New Hires Processed (Reg/summer)	55	52	55	53	56
Internal Promotions Processed	8	8	8	5	6
Worker Compensation Claims	16	9	18	11	10



City Clerk



Celine Kidwell
City Clerk

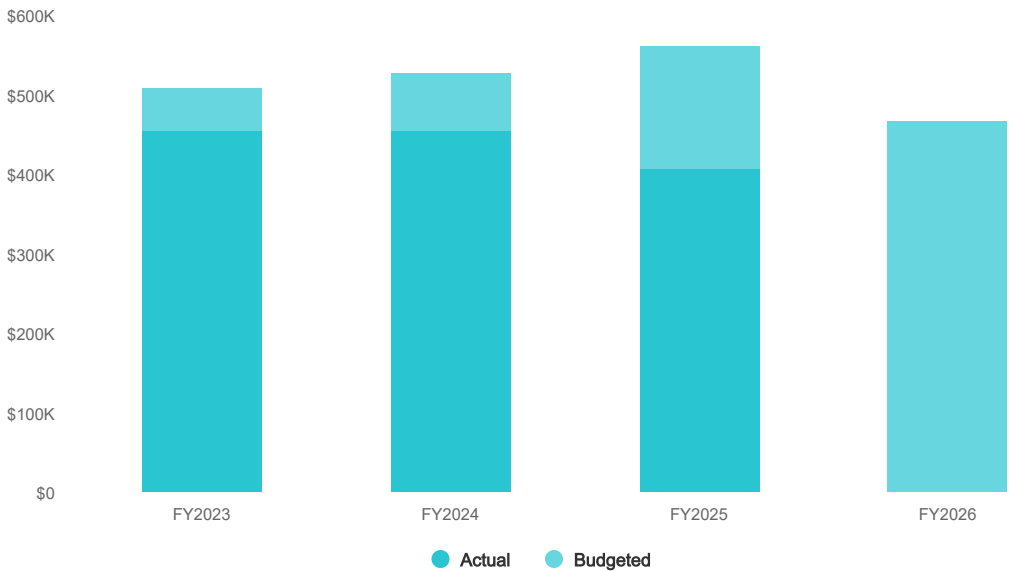
The City Clerk’s Office is a vital part of the City of Eloy and is dedicated to ensuring transparent, accountable, and efficient operations supporting the City Council and its residents. It fulfills its duties in accordance with Arizona State Statutes, City Ordinances, and City Council Resolutions, overseeing essential functions such as municipal elections, public records management, and the distribution of meeting agendas and minutes. The City Clerk’s Office promotes effective governance and fosters strong community engagement.

The City Clerk’s Office is responsible for essential functions, ensuring effective governance and public accountability. These duties include administering local elections in compliance with Arizona State Statutes and City Ordinances, serving as the liaison to the Police Pension Board, and acting as the secretary to the Cemetery Committee. The office manages legal claims against the city, safeguards public records, and prepares and distributes meeting agendas and minutes. Additionally, it facilitates public information requests and supports recruiting board members and volunteers. Through these efforts, the office upholds open, transparent, and efficient operations that serve the City Council and the residents of Eloy.

Expenditures Summary

\$467,010 **-\$95,425**
(-16.97% vs. prior year)

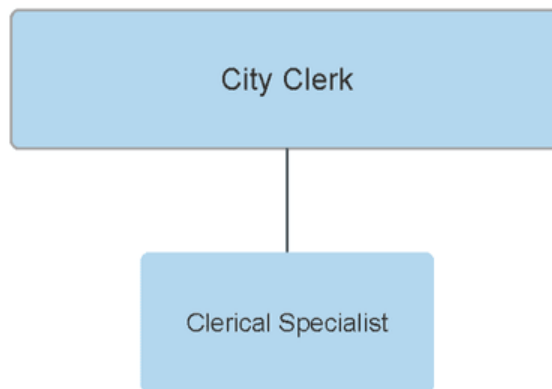
City Clerk Proposed and Historical Budget vs. Actual



Budget Objectives

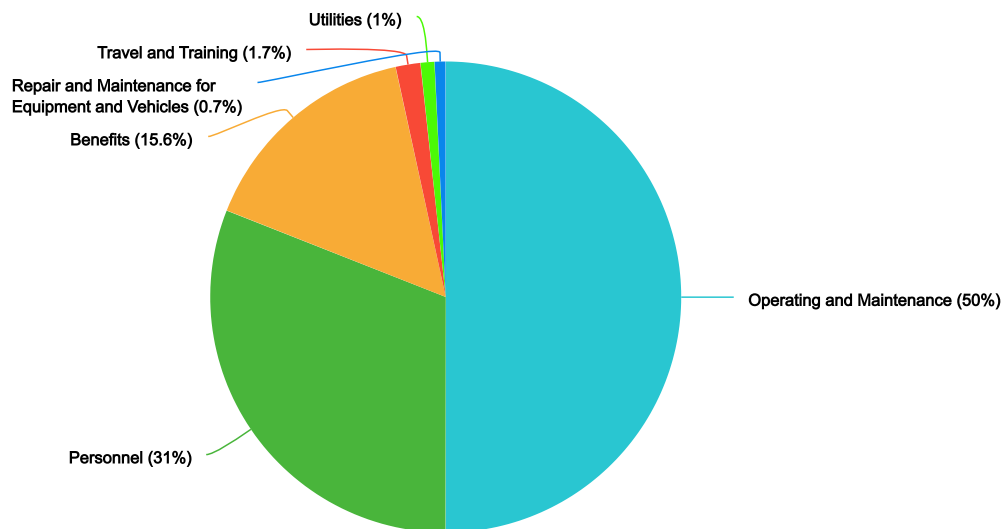
- Streamline internal processes and adopt new technologies to improve responsiveness and service delivery.
- Ensure the City Council receives timely, relevant information to facilitate effective governance.
- Support Eloy's growth and prosperity through transparent, efficient, and forward-thinking governance.
- Regularly maintain and upgrade the Council Chambers' audio/visual systems to improve meeting quality and public access.
- Automate routine processes and explore new technology solutions to enhance service delivery.
- Cross-train staff, document key procedures, and establish contingency plans to ensure reliable service.
- Implement an online public records request system to streamline tracking and improve response times.

Organizational Chart

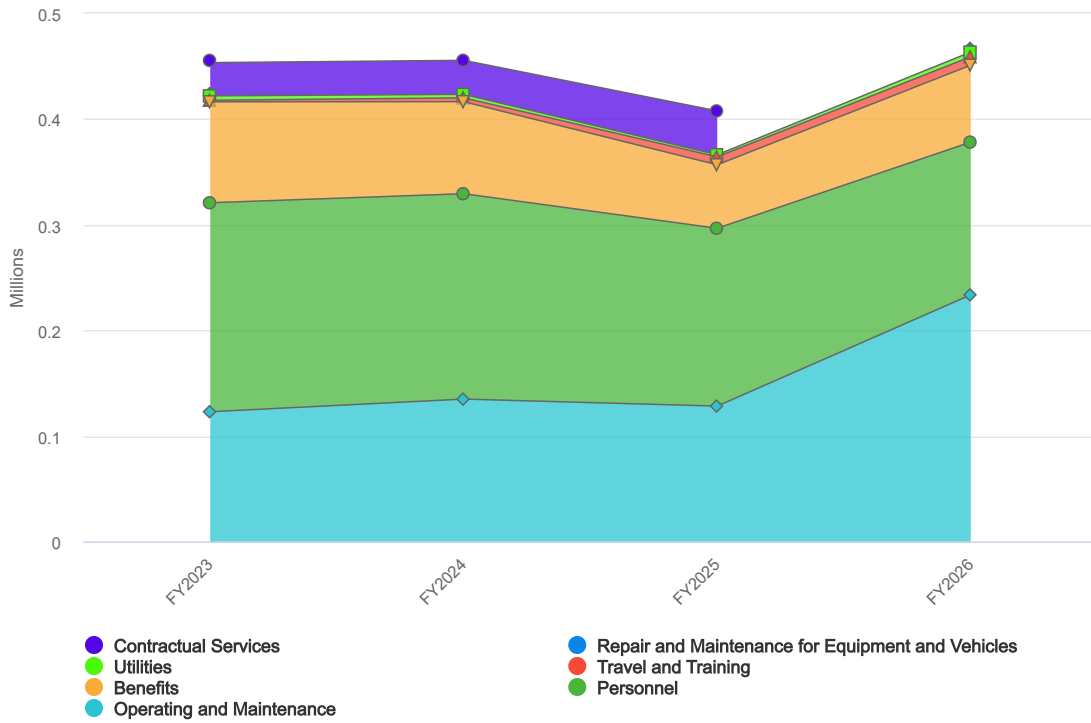


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Personnel	\$197,892	\$194,500	\$168,417	\$233,150	\$144,620	-\$88,530
Benefits	\$95,572	\$87,132	\$60,091	\$98,935	\$72,840	-\$26,095
Operating and Maintenance	\$122,897	\$134,860	\$128,230	\$178,200	\$233,600	\$55,400
Contractual Services	\$31,459	\$32,207	\$41,514	\$40,000	\$0	-\$40,000
Travel and Training	\$1,508	\$3,658	\$7,552	\$4,200	\$8,000	\$3,800
Utilities	\$4,148	\$3,289	\$1,964	\$4,450	\$4,450	\$0
Repair and Maintenance for Equipment and Vehicles	\$2,113	\$0	\$0	\$3,500	\$3,500	\$0
Total Expense Objects:	\$455,589	\$455,646	\$407,767	\$562,435	\$467,010	-\$95,425

Significant Changes from the Prior Year

- A decrease in Personnel of \$88,530 is due to the reassignment of a position from the City Clerk's Office to Human Resources, along with the removal of a one-time retirement payout previously budgeted for the former City Clerk.
- A decrease in Benefits of \$26,095 is due to the reassignment of a position from the City Clerk's Office to Human Resources, along with the removal of a one-time retirement payout previously budgeted for the former City Clerk.
- An increase in Operating and Maintenance of \$55,400 is primarily due to the reclassification of all subscription agreements, which were previously budgeted under Contractual Services, into the Subscription Agreements line within the Operating and Maintenance category. This change provides greater transparency and more accurate tracking of recurring technology costs. Additionally, the increase includes the implementation of a new CivicPlus software subscription and annual cost adjustments of approximately 3% to 5% across all existing subscription services.
- A decrease in Contractual Services of \$40,000 results from reclassifying all subscription agreements into a dedicated Subscription Agreements line within the Operating and Maintenance category, in accordance with GASB guidelines, to enhance tracking, transparency, and accounting accuracy.
- An increase in Travel and Training of \$3,800 is for additional training for staff and to adjust for training costs.

Departmental Accomplishments

- Integrated the minute module into the CivicPlus platform, improving the management and distribution of meeting minutes for greater public accessibility.
- Initiated discussions to assess and plan for upgrades to the audio/visual system in the Council Chambers, enhancing meeting efficiency.
- Explored the adoption of public records request software, significantly improving tracking, management, and response times.
- Fostered a collaborative work environment within the department, improving communication and overall efficiency in service delivery.

Program Performance

Program Performance	Actual F.Y. 21-22	Actual F.Y. 22-23	Actual F.Y. 23-24	Estimated F.Y. 24-25	Target F.Y. 25-26
Special Meetings	4	7	1	2	2
Ordinances Approved	23	14	24	12	15
Resolutions Approved	30	25	23	30	30
Work Sessions	5	9	9	4	5
Registered Voters	5,954	6,343	6,505	6,965	7,000



Magistrate Court



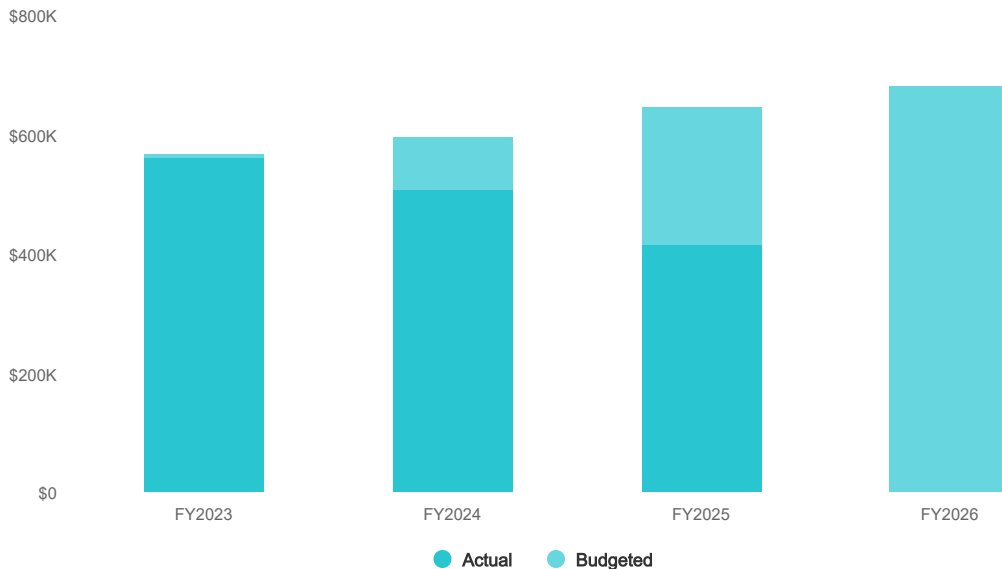
Judge Roger Valdez
Magistrate Judge

The Eloy Municipal Court will uphold the law and apply rules and procedures consistently and in a timely manner, resolve cases with finality, and provide enforceable decisions. The Court will respect the dignity of every person, regardless of race, class, gender, or other characteristics, apply the law appropriately to the circumstances of individual cases, and include judges and court staff who reflect the community's diversity. The Court will anticipate and respond to the needs of all members of society and provide a variety of dispute resolution methods. The Court will be convenient, understandable, timely, and affordable for everyone. Lastly, the Court will use public resources efficiently and, in a way that the public can understand.

Expenditures Summary

\$680,650 **\$34,460**
(5.33% vs. prior year)

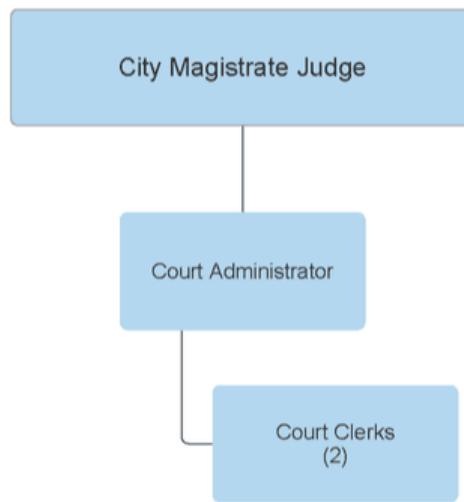
Magistrate Court Proposed and Historical Budget vs. Actual



Budget Objectives

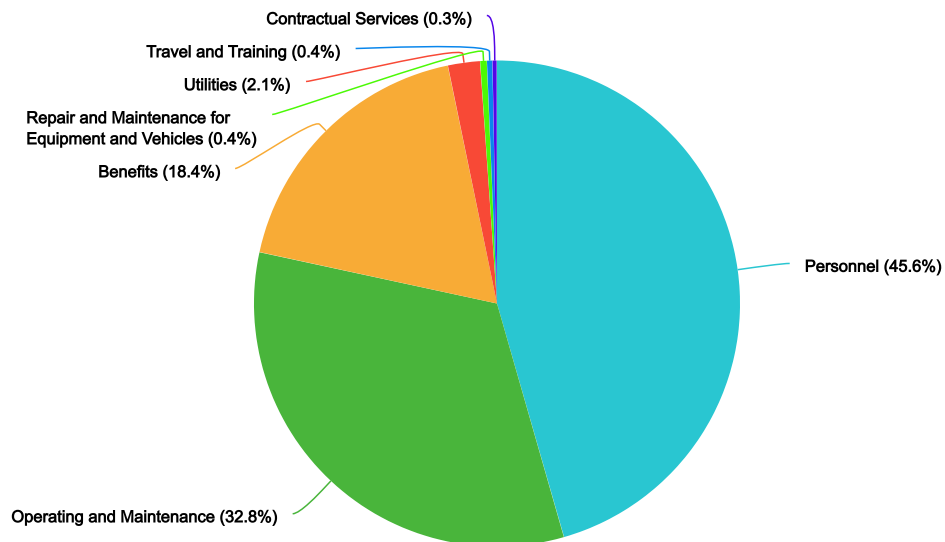
- Hold defendants accountable in an effort to reduce crime and improve public safety.
- Increase revenue by insuring we have all defendants Social Security numbers to aid in the collection process.
- Complete 10 Supreme Court Audit.
- Continue to work with the Police Department on Warrant release program to reduce jail fees paid to the Sheriff's Department.

Organizational Chart

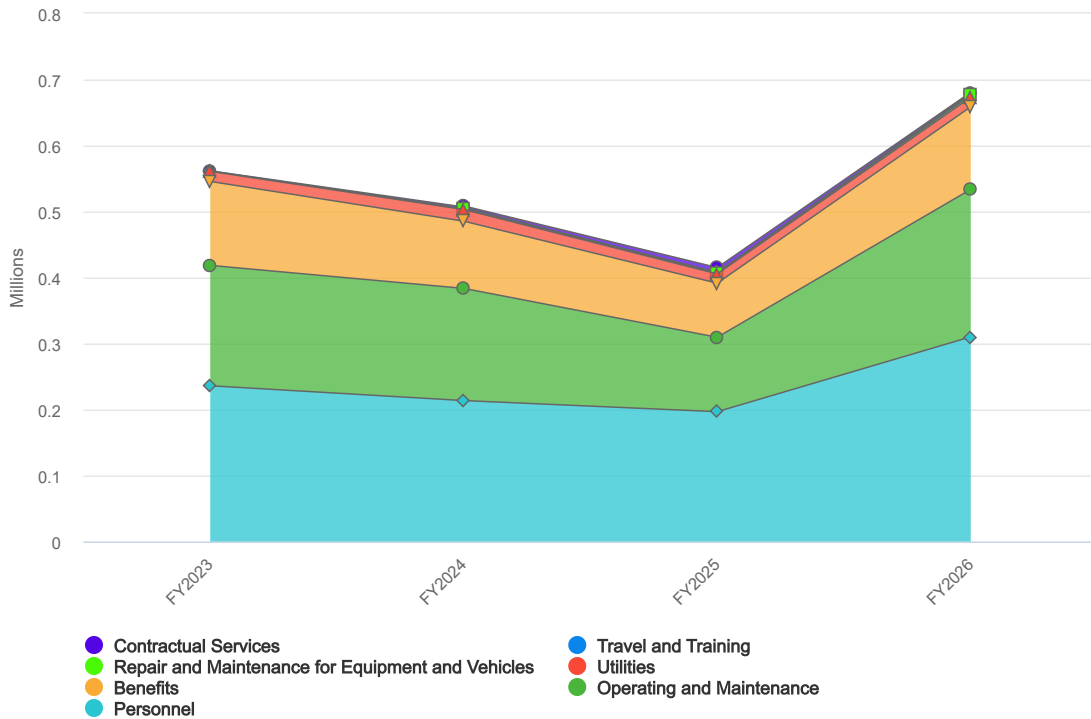


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Personnel	\$235,989	\$213,529	\$196,693	\$253,355	\$310,090	\$56,735
Benefits	\$127,162	\$101,833	\$81,896	\$148,035	\$125,060	-\$22,975
Operating and Maintenance	\$182,388	\$170,002	\$112,777	\$214,500	\$223,500	\$9,000
Contractual Services	\$141	\$2,684	\$7,041	\$2,500	\$2,000	-\$500
Travel and Training	\$625	\$1,092	\$1,298	\$2,000	\$2,500	\$500
Utilities	\$15,302	\$17,717	\$14,136	\$14,000	\$14,500	\$500
Debt Services	\$0	\$0	\$0	\$8,800	\$0	-\$8,800
Repair and Maintenance for Equipment and Vehicles	\$0	\$1,600	\$1,240	\$3,000	\$3,000	\$0
Total Expense Objects:	\$561,607	\$508,457	\$415,082	\$646,190	\$680,650	\$34,460

Significant Changes from the Prior Year

- An increase in Personnel of \$56,735 is primarily attributed to a new two-year contract for the Magistrate Judge. Additionally, a 4% cost-of-living adjustment (COLA) has been included.
- A decrease in Benefits of \$22,975 is due to restructuring one full-time position into two part-time positions, which reduced the associated benefit costs.
- An increase in Operating and Maintenance of \$9,000 is due to reallocating budgetary costs from Debt Service for the leasing of computer and printers.
- A decrease in Debt Services of \$8,800 is due to reallocating budgetary costs to Operating and Maintenance category.

Departmental Accomplishments

- The grand total of filed cases in the year 2024 was 981.
 - Total civil traffic- 586
 - Criminal traffic- 94
 - Misdemeanor-301
 - Search Warrant- 7
 - Protective orders- 21

Program Performance

Program Performance	Actual F.Y. 21-22	Actual F.Y. 22-23	Actual F.Y. 23-24	Estimated F.Y. 24-25	Target F.Y. 25-26
Civil Traffic	1,092	1,406	982	586	1,000
Criminal Traffic	159	261	148	94	200
Misdemeanor	409	406	338	301	350
Search Warrant	76	51	48	7	5
Protective Orders	49	39	50	21	40
Warrant Arrest W/O Jail Booking	N/A	N/A	0	0	0



City Manager



David Malewitz
City Manager

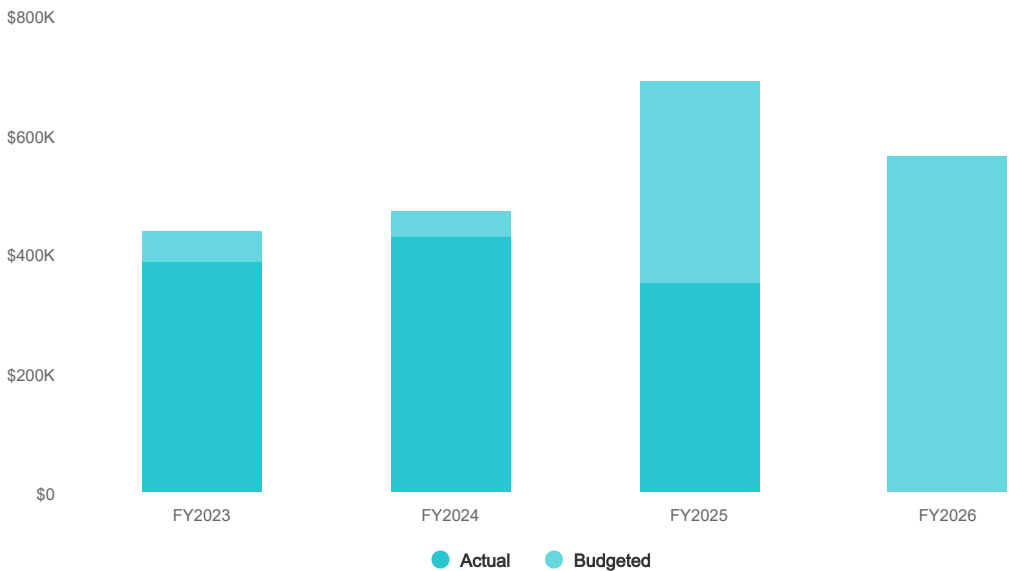
The City Manager’s Office is responsible for executing the goals and policies established by the City Council and for overseeing the day-to-day operations of the municipal government. This includes the administration of key functions such as finance and budgeting, community and economic development, human resources, police, public works, library services, airport operations, cemetery management, parks and recreation, and intergovernmental relations.

As the chief administrative officer of the City, the City Manager provides strategic leadership and direction to all departments. Responsibilities include identifying and addressing community needs, developing and recommending programs and initiatives, collaborating with the Finance Director in the preparation of the annual budget, and ensuring the effective implementation of City Council policies. The City Manager also serves as a liaison between the City Council, City departments, external organizations, and the public to promote transparency, efficiency, and responsiveness in local government.

Expenditures Summary

\$565,660 **-\$125,635**
(-18.17% vs. prior year)

City Manager Proposed and Historical Budget vs. Actual

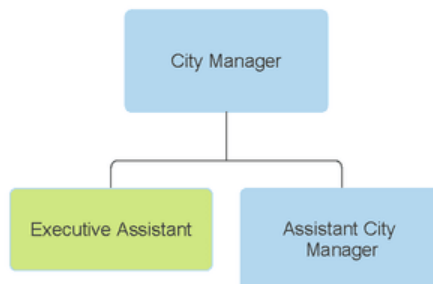


Budget Objectives

- Collaborate closely with the Mayor and City Council to advance strategic goals aimed at strengthening the community. This includes enhancing service delivery, recommending policies that support sustainable growth, identifying and securing funding for ongoing operational needs, and engaging with external stakeholders to elevate the City of Eloy's visibility and attractiveness to prospective residents and businesses.
- In coordination with other City departments, develop long-term strategies to ensure the financial sustainability of the City's enterprise funds—Water, Sewer, and Sanitation—through comprehensive analysis of utility rate structures and exploration of alternative revenue- opportunities for project completion.
- Pursue innovative approaches to expand partnerships with both public and private sector entities, with the goal of maximizing available resources and improving the efficiency of City service delivery.
- In partnership with the Grants Specialist, create and implement strategies to identify, pursue, and secure grant funding opportunities that supplement City resources and support high-priority community programs and capital needs.
- Strengthen citywide communication and public outreach by leveraging internal staff - Executive Assistant to the City Manager's Office - to manage social media platforms and disseminate timely information related to City operations, public notices, community events, and accomplishments. Collaborate with the City Council and department leadership to broaden and enhance communication strategies that foster transparency and engagement with residents.
- Advance economic development initiatives by promoting Eloy as a destination for new industries and businesses. Along with the Assistant City Manager, maintain and cultivate relationships with developers, landowners, and other partners to support continued commercial and residential growth.
- Oversee the completion and enhancement of capital infrastructure projects, including the expansion and modernization of water and wastewater systems, to support current and future service demands tied to population and economic growth.
- Evaluate internal and external service delivery processes to ensure that City staff resources are effectively aligned with city council and community expectations. Implement succession planning strategies to maintain continuity of services while fostering professional development and upward mobility within the organization.
- Continue efforts to recruit and retain qualified personnel dedicated to delivering high-quality customer service. This includes offering competitive compensation, conducting meaningful performance evaluations, and supporting opportunities for professional training and skills development.

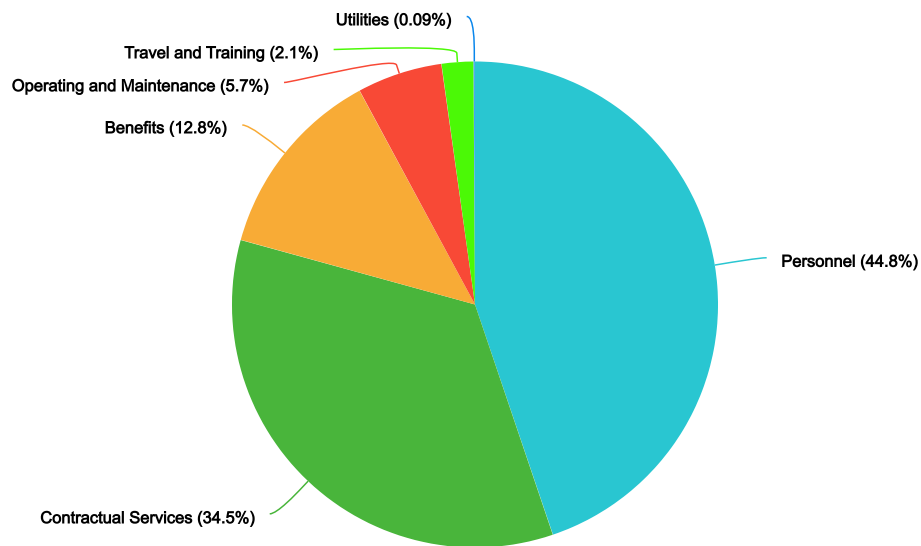
Organizational Chart

CITY MANAGER ORGANIZATIONAL CHART

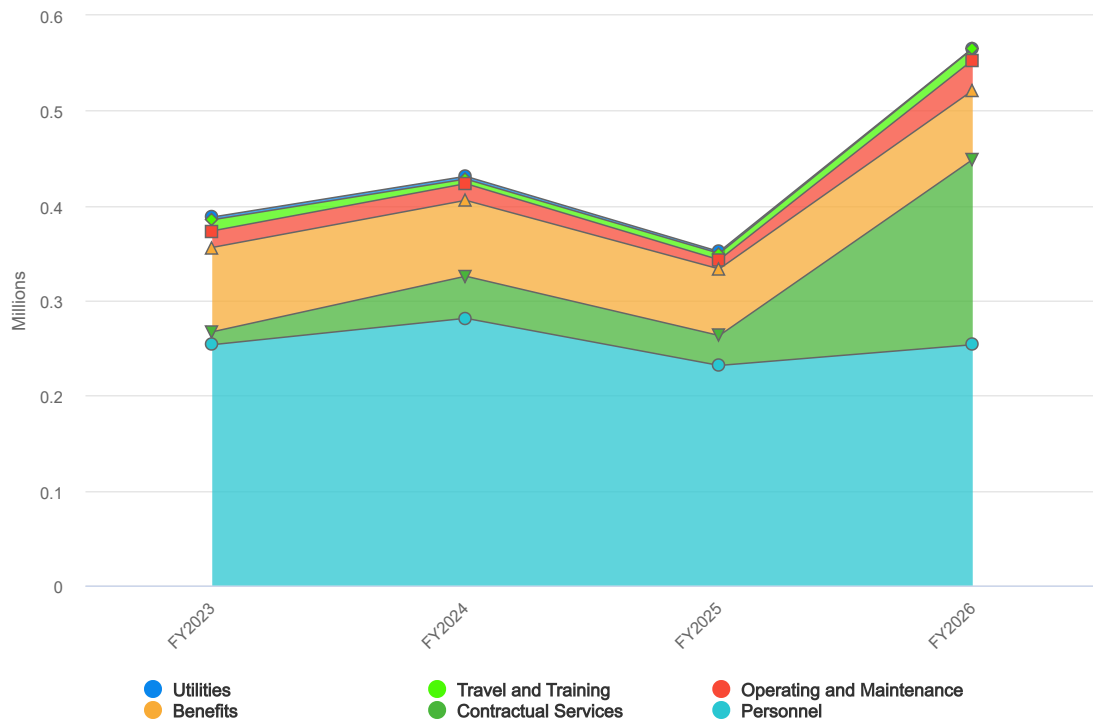


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Personnel	\$253,454	\$281,272	\$231,622	\$391,485	\$253,480	-\$138,005
Benefits	\$88,817	\$79,889	\$70,107	\$137,110	\$72,680	-\$64,430
Operating and Maintenance	\$17,429	\$17,569	\$9,640	\$27,500	\$32,000	\$4,500
Contractual Services	\$13,561	\$44,313	\$31,496	\$110,000	\$195,000	\$85,000
Travel and Training	\$11,677	\$4,824	\$6,742	\$17,000	\$12,000	-\$5,000
Utilities	\$2,860	\$2,887	\$1,908	\$8,200	\$500	-\$7,700
Total Expense Objects:	\$387,799	\$430,753	\$351,515	\$691,295	\$565,660	-\$125,635

Significant Changes from the Prior Year

- A decrease in Personnel of \$138,005 is primarily due to the reallocation of salaries for the Assistant Manager and Management Analyst positions to the newly established Economic Development Department within the city budget.
- A decrease in Benefits of \$64,430 is primarily due to the reallocation of benefits for the Assistant Manager and Management Analyst positions to the newly established Economic Development Department within the city budget.
- An increase in Operating and Maintenance of \$4,500 is due to higher costs for supplies and materials
- An increase in Contractual Services of \$85,000 is due to a collaborative effort with the Eloy Police Department to engage external consultants to update the City's Emergency Response and Recovery Plan, which was last revised in 2006.
- A decrease in Travel and Training of \$5,000 is due to moving related training costs to the newly established Economic Development Department within the city budget.
- A decrease in Utilities of \$7,700 is due to moving phone charges into the Finance budget to centralize billing and accounting charges.



Departmental Accomplishments

- Implemented a strategic reorganization of the City Manager's Office, including the creation of two key positions—Executive Assistant to the City Manager and Management Analyst—to enhance administrative capacity and support economic development initiatives under the direction of the Assistant City Manager.
- Successfully led the recruitment and appointment of a new Police Chief, bringing visionary leadership and a renewed focus on community-oriented policing to the Eloy Police Department.
- Facilitated amendments to the City Code in collaboration with the City Council, transitioning the City Clerk position from a contracted, Council-appointed role to an at-will position reporting directly to the City Manager, thereby improving administrative alignment and accountability.
- Successfully led the recruitment and appointment process for a new City Clerk, following the retirement of the previous Clerk who honorably served the City of Eloy for 35 years.
- In partnership with the Human Resources Department, the Employee Appreciation Committee was re-established, and leadership support was provided to the newly added full-time Human Resources Specialist position. This initiative aims to enhance employee engagement, morale, and interdepartmental collaboration through meaningful events and activities.
- Led the City's ongoing application process for a Modified Designation of Assured Water Supply with the Arizona Department of Water Resources, ensuring the City's long-term water security and securing its allocation for the next 100 years.
- Engaged with multiple property owners to advance the establishment of the City's first Redevelopment District. This effort is intended to create a collaborative financing framework for the installation of critical sewer infrastructure and to support the development of three new residential communities located north of Battaglia, bounded by Eleven Mile Corner Road, Sunshine Boulevard, and the Santa Rosa Canal.
- Reinstated quarterly meetings with the Walton Group—one of Eloy's largest property owners—to foster a more collaborative and strategic partnership focused on facilitating the development of industrial, commercial, and residential projects within their land portfolio.
- Continued cultivating relationships with key landowners and developers to promote and sustain balanced industrial, commercial, and residential growth throughout the City of Eloy.
- Managed a collaborative effort with the Mayor, City Council members, and the Community Development Director to strategically manage the growing number of solar-related projects within the community. Additionally, contributed to the amendment of municipal code to facilitate the development and operation of data centers, aligning with the City's vision for sustainable growth and technological advancement.
- Maintained active membership and engagement in a broad range of local, regional, state, and national organizations dedicated to municipal management and best practices. These affiliations support the City's strategic growth goals and serve as a platform for identifying funding opportunities and innovative service enhancements.
- Continued to serve as the de facto Executive Director of the Eloy Housing Authority, overseeing the responsible dissolution of EHA assets—including the former administrative building and scattered residential sites—in compliance with HUD regulations and with a focus on maximizing future housing development opportunities.



Finance



Brian Wright
Finance Director

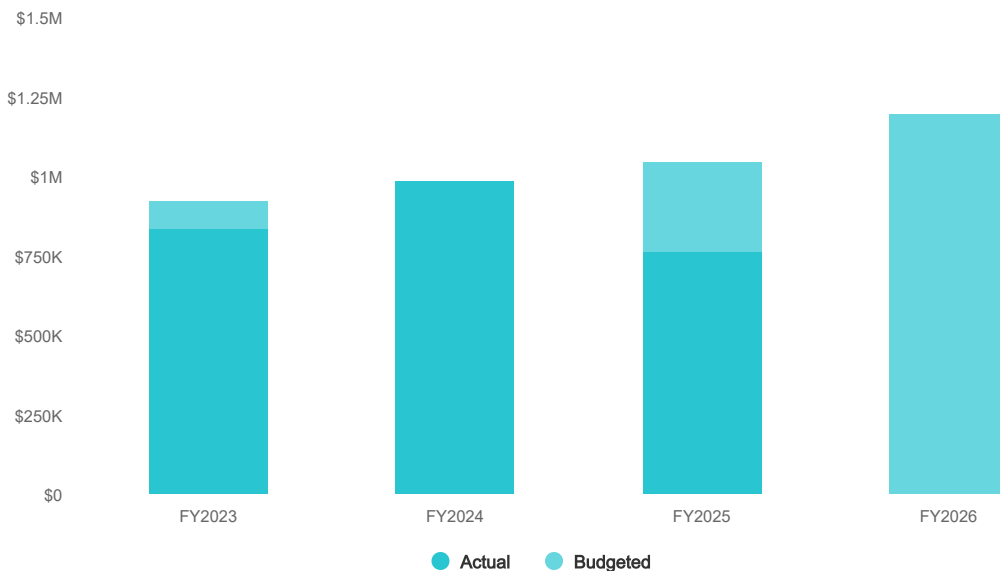
The Finance Department is dedicated to delivering exceptional financial services to both internal departments and external stakeholders. Our mission is to ensure accurate and timely fiscal reporting, uphold strong financial accountability, and maintain high transparency in all financial matters. We strive to earn and preserve the public's trust by demonstrating the highest integrity, professionalism, and efficiency standards.

To achieve these goals, we implement and maintain effective accounting policies, robust financial procedures, and reliable systems of internal control. These tools enable us to safeguard public assets, support informed decision-making, and promote sustainable financial practices throughout the organization. Our commitment to continuous improvement and ethical stewardship underpins our role as a trusted partner in the responsible management of the City's financial resources.

Expenditures Summary

\$1,196,645 **\$151,820**
(14.53% vs. prior year)

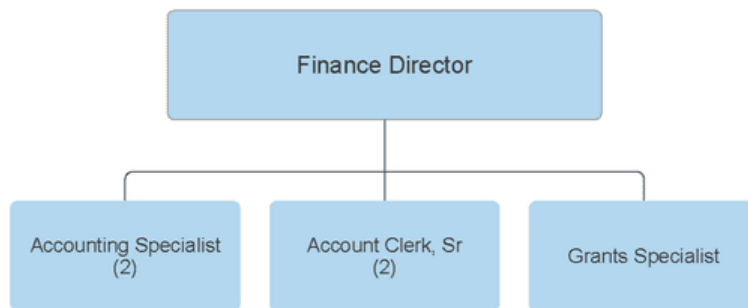
Finance Proposed and Historical Budget vs. Actual



Budget Objectives

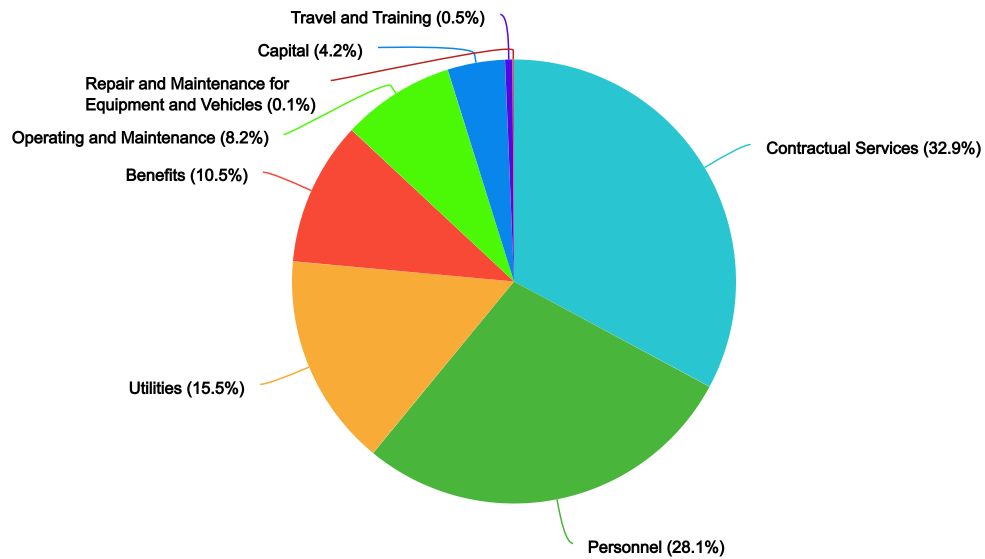
- Conduct a clean audit for the fiscal year 2024-2025 while submitting the City's Annual Comprehensive Financial Report (ACFR) to the Government Finance Officers Association (GFOA) for the Certificate of Achievement for Excellence in Financial Reporting.
- Prepare and submit the Popular Annual Financial Report (PAFR) to the Government Finance Officers Association (GFOA).
- Prepare and present a balanced fiscal year 2026-2027 budget.
- Provide excellent customer service to approximately 4,000 utility customers.
- Process and maintain accurate payroll records and data.
- Process and maintain accurate accounts payable records and data.
- Process and maintain accurate business license records and data.
- Continue to provide grant management and fiscal oversight of all grants for the City.
- Continue seeking active grants that will help beautify the City, improve utility infrastructure, and provide housing rehabilitation for our citizens.
- Continue safeguarding City assets by strengthening internal controls, maintaining fiscal stability, and providing investment integrity.
- Continue work with CybarWorks on a continual network and desktop support for the City.
- Continue to replace approximately 8-10 older computer workstations throughout the City with the CPU replacement program.

Organizational Chart

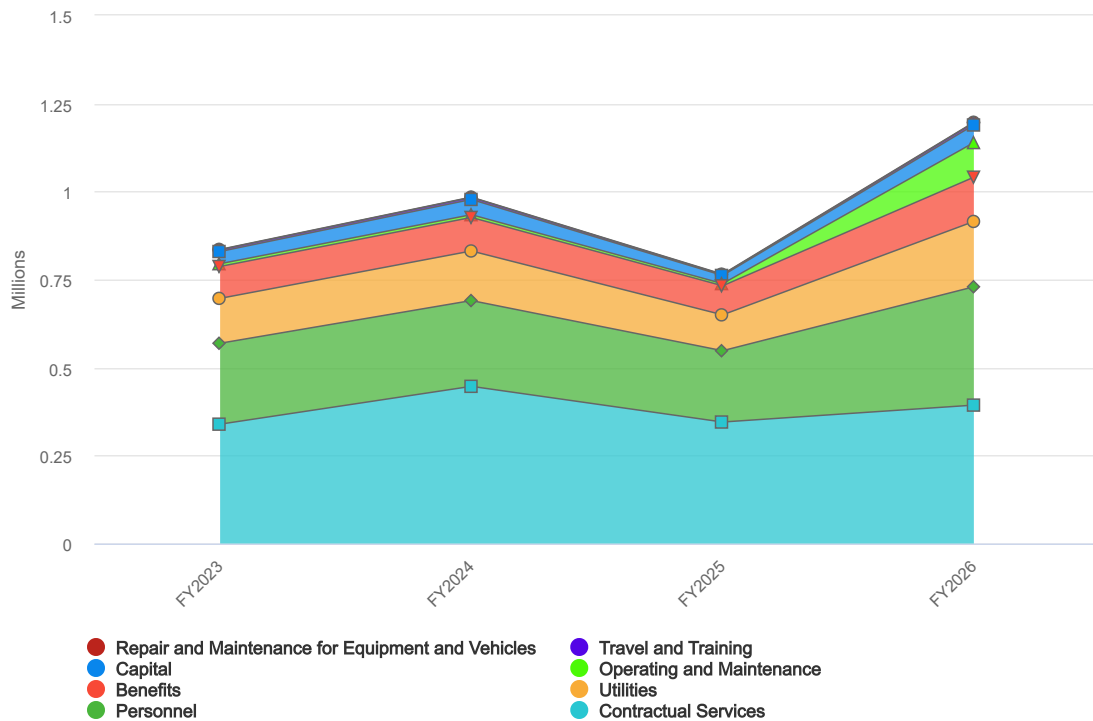


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Personnel	\$229,879	\$243,727	\$202,583	\$267,000	\$336,170	\$69,170
Benefits	\$90,679	\$95,261	\$82,541	\$110,365	\$125,730	\$15,365
Operating and Maintenance	\$7,775	\$7,834	\$6,172	\$9,350	\$98,280	\$88,930
Contractual Services	\$339,023	\$446,490	\$345,115	\$454,630	\$393,165	-\$61,465
Travel and Training	\$5,023	\$5,768	\$2,430	\$6,000	\$6,500	\$500
Utilities	\$127,503	\$140,831	\$101,888	\$161,750	\$185,600	\$23,850
Capital	\$34,663	\$43,288	\$23,193	\$35,000	\$50,000	\$15,000
Repair and Maintenance for Equipment and Vehicles	\$1,005	\$863	\$1,141	\$730	\$1,200	\$470
Total Expense Objects:	\$835,549	\$984,062	\$765,064	\$1,044,825	\$1,196,645	\$151,820

Significant Changes from the Prior Year

- An increase in Personnel of \$69,170 is a possible retirement payout and a 4% cost-of-living adjustment (COLA).
- An increase in Benefits of \$15,365 is due to adjusting employee benefits coverage for healthcare.
- An increase in Operating and Maintenance of \$88,930 is primarily due to the reclassification of all subscription agreements, which were previously budgeted under Contractual Services, into the Subscription Agreements line within the Operating and Maintenance category. This change provides greater transparency and more accurate tracking of recurring technology costs. The increase includes annual cost adjustments of approximately 3% to 5% across all existing subscription services.
- A decrease in Contractual Services of \$61,465 results from reclassifying all subscription agreements into a dedicated Subscription Agreements line within the Operating and Maintenance category, in accordance with GASB guidelines, to enhance tracking, transparency, and accounting accuracy.
- An increase in Utilities of \$23,850 is due to the consolidation of phone charges from the City Manager and Community Development budgets into the Finance budget to centralize billing and accounting. Additionally, the increase accounts for rising electric and water costs.
- An increase in Capital of \$15,000 is attributed to the rising costs of replacing staff desktop computers. The surge in technology prices has significantly impacted the hardware cost, leading to higher expenses for necessary equipment upgrades.

Departmental Accomplishments

- For the 12th year in a row, the Finance Department has received the Certificate for Excellence in Financial Reporting from the Governmental Finance Officers Association. This award is the highest recognition in financial reporting.
- For the 2nd year in a row, the Finance Department has received the Award for Outstanding Achievement in Popular Annual Financial Reporting from the Governmental Finance Officers Association.
- Conducting an update to the Water and Wastewater rate and fee study. This study outlines the need for additional funding for critical water and wastewater infrastructure needs.
- Successfully secured over \$13.25 million worth of federal and state grants, which has helped improved facilities at the Airport, Water, Sewer, Streets, Parks, Housing Rehabilitation, Community Facilities, and Police operations.



Program Performance

Program Performance	Actual F.Y. 21-22	Actual F.Y. 22-23	Actual F.Y. 23-24	Estimated F.Y. 24-25	Target F.Y. 25-26
W-2's issued	181	187	187	188	190
Utility Work Orders	2,661	2,935	2,519	2,553	2,625
Purchase Orders Issued	4,157	4,135	3,984	4264	4,300
Grants Managed In the Single Audit Report	25	30	20	18	18
Accounts Payable Checks Issued	\$13,234,007	\$14,471,865	\$18,619,812	\$18,389,296	\$20,251,250



Legal



Steve Cooper
City Attorney

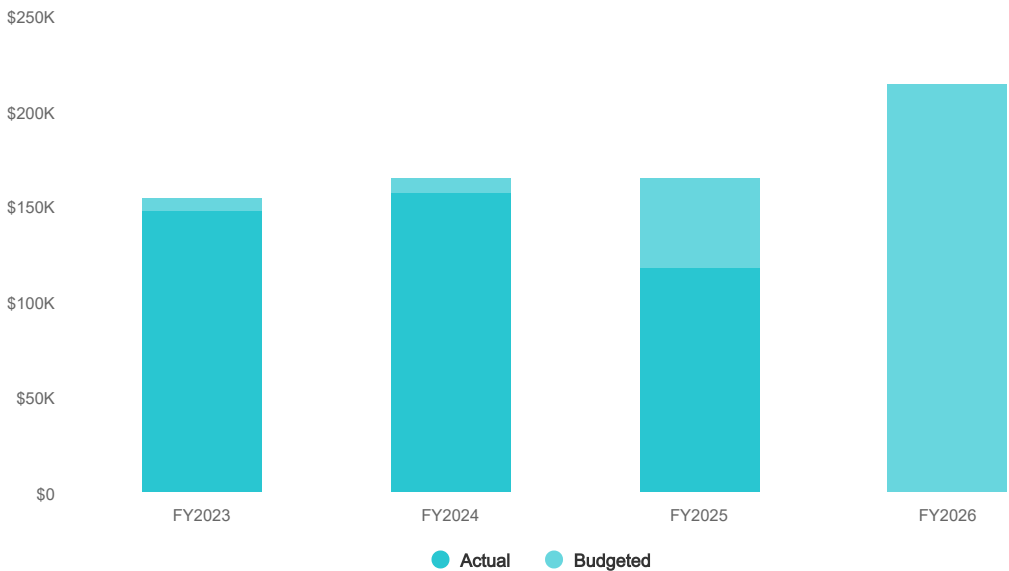
The City Attorney's Office is committed to providing the highest quality legal representation possible to meet the present and future needs of the City of Eloy in an efficient and effective manner. The office maintains an open-door policy to encourage continuous communication between city departments and their legal representatives.

The City Attorney is appointed by the City Council to serve as the chief legal advisor to the council, the City Manager, and all city departments, offices, and agencies. The City Attorney's Office represents the city in all legal proceedings.

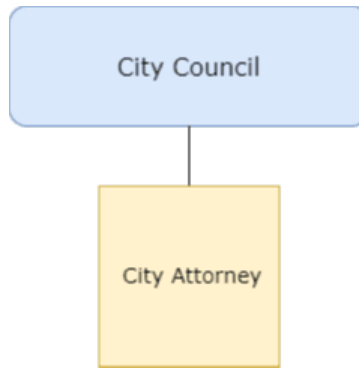
Expenditures Summary

\$214,845 **\$50,000**
(30.33% vs. prior year)

Legal Proposed and Historical Budget vs. Actual



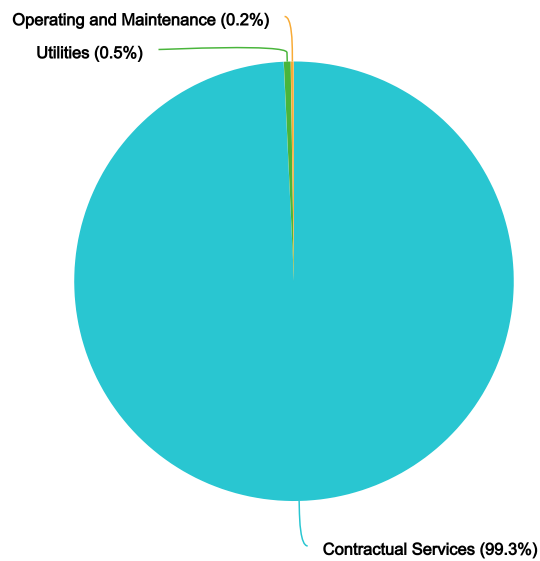
Organizational Chart



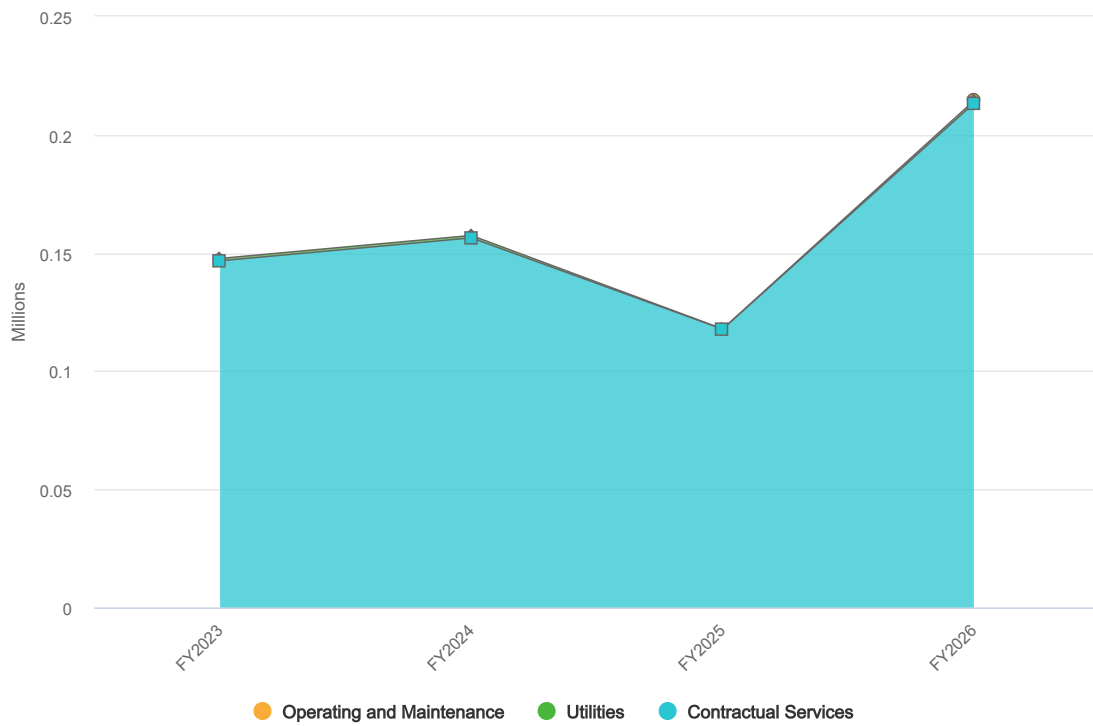
Budget Objectives

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Operating and Maintenance	\$0	\$0	\$0	\$500	\$500	\$0
Contractual Services	\$146,645	\$156,350	\$117,746	\$163,245	\$213,245	\$50,000
Utilities	\$1,015	\$1,040	\$95	\$1,100	\$1,100	\$0
Total Expense Objects:	\$147,660	\$157,390	\$117,841	\$164,845	\$214,845	\$50,000

Significant Changes from the Prior Year

- An increase in Contractual Services of \$50,000 is primarily due to outside legal services and the City attorney contract with Cooper & Rueter.

Contingency/Debt/Transfers



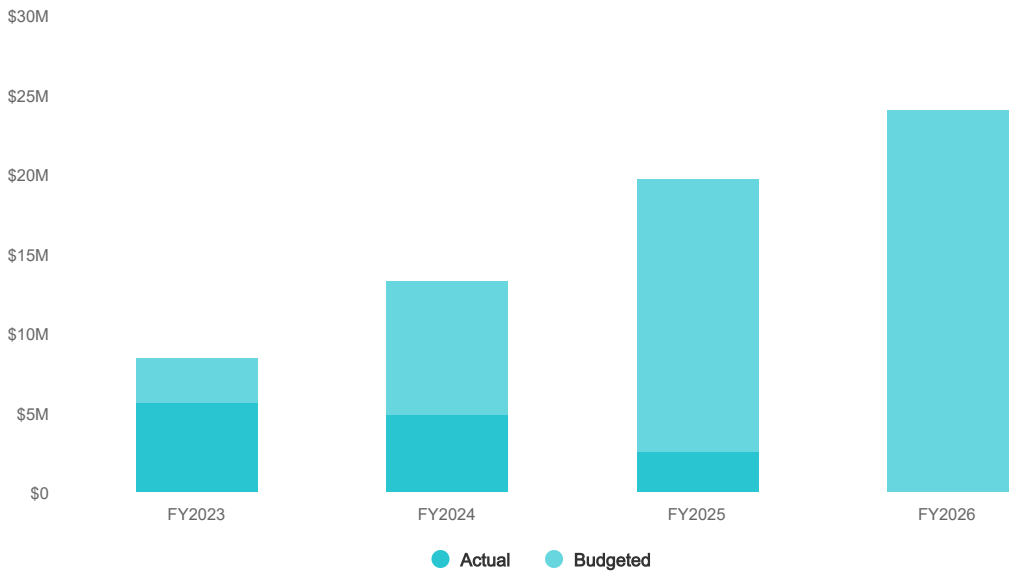
The Contingency/Transfer/Debt function is to record the annual City's Excise Tax Bond payments, record any transfers out to other operating funds, which require General Fund subsidy, record the annual incentive payment to Robson Ranch, National Gypsum and Xpress Fuels, annual lease payment to Enterprise for the vehicle leasing program, annual General Fund contingency fund, and capital expenditures.

Expenditures Summary

\$24,034,085

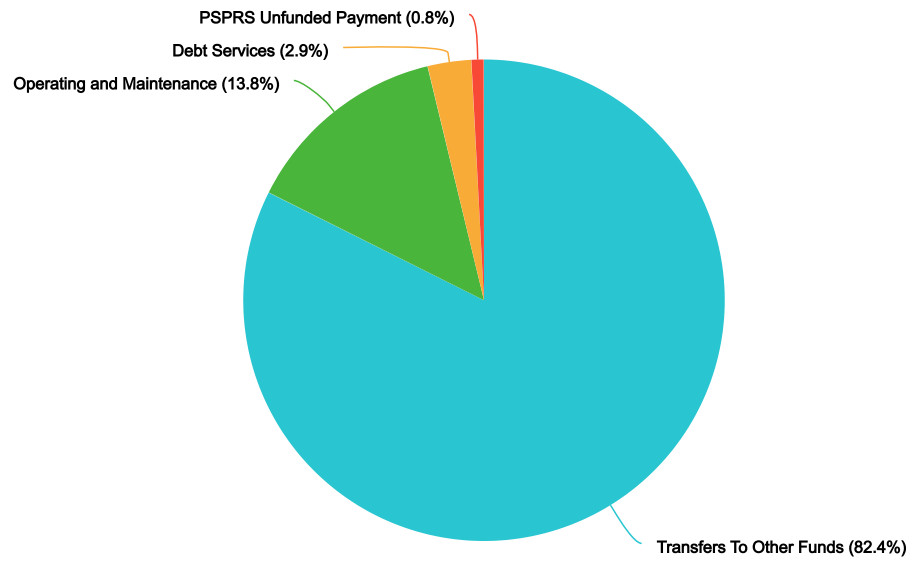
\$4,363,960
(22.19% vs. prior year)

Contingency/Debt/Transfers Proposed and Historical Budget vs. Actual

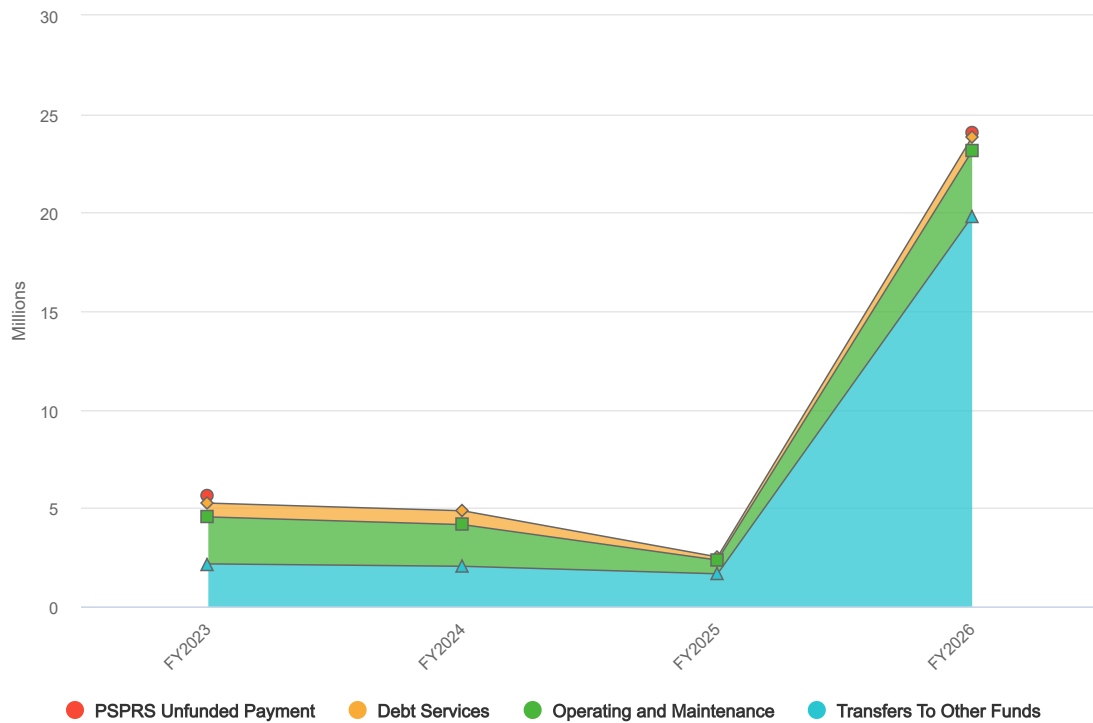


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Operating and Maintenance	\$2,384,119	\$2,113,512	\$697,058	\$6,425,525	\$3,327,095	-\$3,098,430
Contractual Services	\$0	\$0	\$0	\$1,300,000	\$0	-\$1,300,000
Transfers To Other Funds	\$2,163,055	\$2,041,409	\$1,659,108	\$10,815,000	\$19,802,390	\$8,987,390
Debt Services	\$701,850	\$704,450	\$160,750	\$929,600	\$704,600	-\$225,000
PSPRS Unfunded Payment	\$421,240	\$0	\$0	\$200,000	\$200,000	\$0
Total Expense Objects:	\$5,670,264	\$4,859,371	\$2,516,916	\$19,670,125	\$24,034,085	\$4,363,960

Significant Changes from the Prior Year

- A decrease in Operating and Maintenance by \$3,098,430 is primarily due to the transfer of \$5 million, allocated initially for Economic Development, into the newly established Economic Incentive Fund to enhance accounting and tracking of these expenditures. Additionally, \$1.350 million has been budgeted into the Contingency account to cover unforeseen expenses that may arise during the fiscal year. Any use of these Contingency Funds will require City Council approval. The Contingency-Insurance line also remains funded at \$250,000 to provide budget flexibility for the next fiscal year, considering the unpredictability of health insurance rates.
- A decrease in Contractual Services by \$1,300,000 is due to reallocating incentive funding from Contractual Services to the Operating and Maintenance category.
- A decrease in Debt Service by \$225,000 is due to the reallocating of the Enterprise Lease Program funding from Debt Service to the Operating and Maintenance category.
- An increase in Transfers to Other Funds by \$8,987,390 is due to transferring funds to Capital Projects, Economic Incentive, Grants, Water, Sewer, and Sanitation Funds. The transfers are as follows:
 - Capital Projects Fund - \$850,000
 - Economic Incentive - \$5,000,000
 - Grants Fund - \$75,000
 - Water Fund - \$2,637,390
 - Sewer Fund - \$11,040,000
 - Sanitation Fund - \$200,000



Community Development Department



Dan Symer
Community Development Director

The Community Development Department envisions Eloy as a progressive, inclusive, and sustainable city that protects and enhances its parks, trails, open spaces, and scenic views. Department staff aim to support a dynamic mix of residential neighborhoods, commercial services, employment centers, and recreational and entertainment opportunities that together create a vibrant and well-balanced community.

The Community Development Department's mission is to deliver high-quality service through our Planning & Zoning, Building, and Code Compliance programs. We strive to obtain a built environment that is safe, functional, attractive, clean, and poised for growth and opportunity.

The Planning and Zoning Program coordinates the city's long-range and current planning activities. Long-range activities include administering, updating, and implementing the City of Eloy General Plan, as well as participating in other land use, transportation, and economic development planning-related studies. Current planning activities include administering, reviewing, and approving all rezoning, conditional use permits, and preliminary and final plat applications. City staff also administer/augment/update the City's zoning districts, zoning code, zoning map, and subdivision ordinance. This program also provides staff support to the Planning and Zoning Commission and City Council for their recommendations and decisions.

The Building Program is responsible for reviewing construction documents, issuing permits, and inspecting new and existing developments to ensure that the buildings are constructed and maintained in accordance with the City's adopted building and property maintenance codes. This program also supports the Building Advisory and Board of Appeals.

The Code Compliance Program is responsible for verifying that property and structures are maintained in accordance with the City's property maintenance code and zoning ordinance. The City's Code Compliance staff responds to potential violations such as junk and debris on private property, including weeds, on-site recreational vehicle parking and storage, inoperative vehicles, building regulations, illegal signage, and unauthorized home occupations.

Expenditures Summary

\$2,243,250 **\$989,095**
(78.87% vs. prior year)

Community Development Department Proposed and Historical Budget vs. Actual

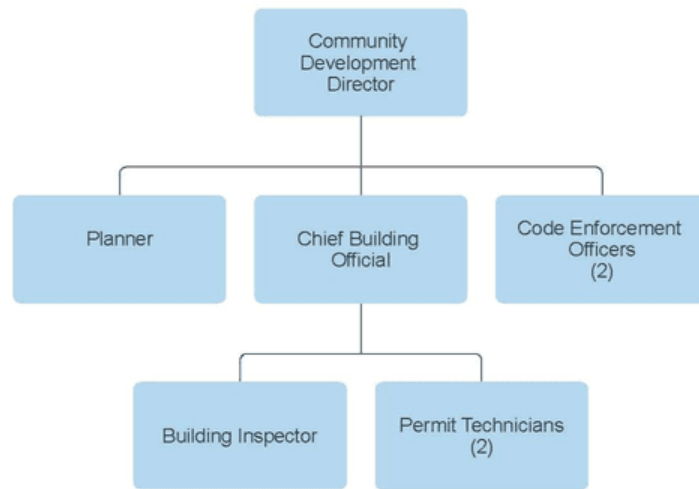


Budget Objectives

- Complete update to the City of Eloy General Plan, and begin the public voter ratification process for the plan
- Continue the City of Eloy Airpark Specific Area/Master Plan planning effort.
- Continue to implement a greater level of Code Enforcement activities, and to begin implementing the removal of condemned buildings.
- Complete the site plan and building permit approval process and issue permits for the first utility scale solar facility containing ±620 acres of the ±9,992 acres that was approved during fiscal year 2024-2025. It is anticipated that approximately 3,600 acres of utility scale solar facilities will be in the building permit plan review process this fiscal year.
- Issue the first building in the Park 8-Ten business industrial park for a stainless steel manufacture that is relocating to Eloy from California. This building will be ±148,000 square feet.
- Approve the Freepoint Eco-Systems site plan, and begin reviewing permits for company's newest plastic recycling facility. This facility is planned to be the company's largest facility in the United States.

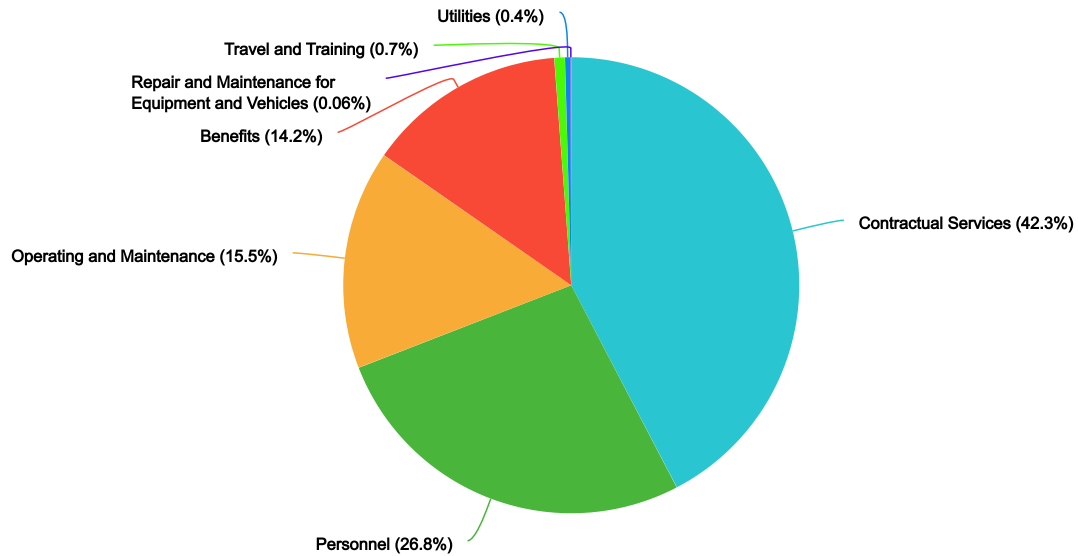


Organizational Chart

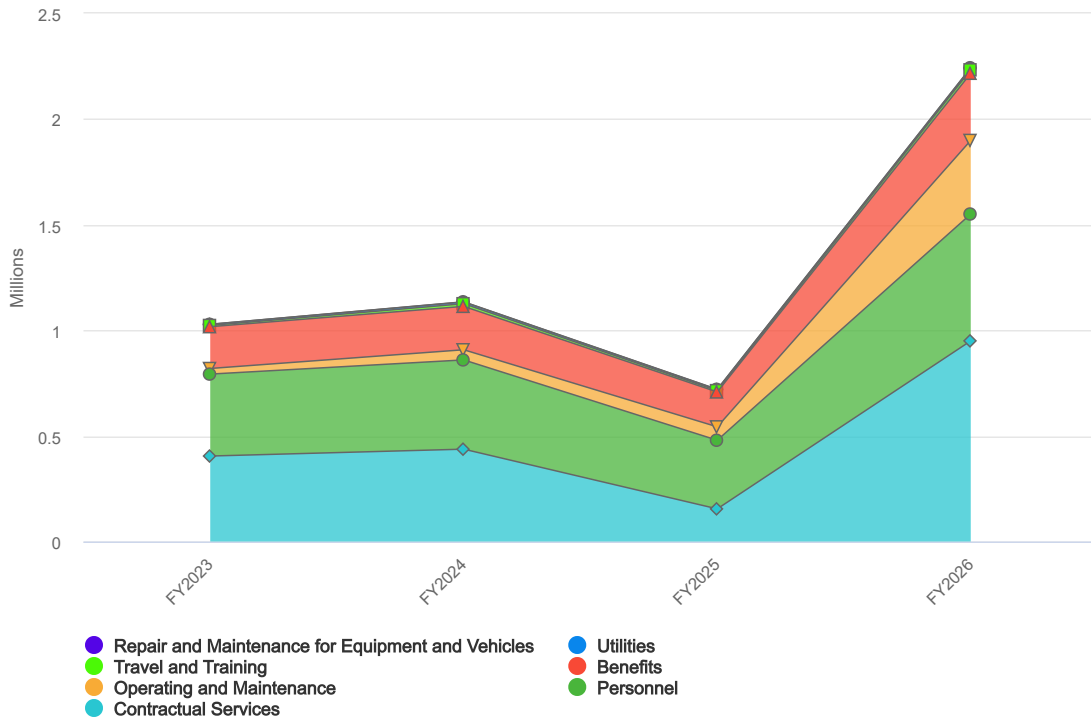


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Personnel	\$387,981	\$422,598	\$324,889	\$569,060	\$600,590	\$31,530
Benefits	\$197,802	\$205,374	\$165,113	\$288,995	\$317,660	\$28,665
Operating and Maintenance	\$26,619	\$48,091	\$63,507	\$125,800	\$348,550	\$222,750
Contractual Services	\$404,665	\$437,212	\$154,559	\$245,000	\$950,000	\$705,000
Travel and Training	\$5,868	\$12,662	\$6,293	\$16,500	\$16,500	\$0
Utilities	\$5,412	\$8,219	\$5,307	\$7,800	\$8,700	\$900
Repair and Maintenance for Equipment and Vehicles	\$135	\$787	\$1,019	\$1,000	\$1,250	\$250
Total Expense Objects:	\$1,028,482	\$1,134,943	\$720,686	\$1,254,155	\$2,243,250	\$989,095

Significant Changes from the Prior Year

- An Increase in Personnel by \$31,530 is due to the addition of a Clerical Specialist position, along with a 4% cost-of-living adjustment (COLA).
- An increase in Benefits by \$28,665 is due to the addition of a Clerical Specialist position and adjusting employee benefits coverage for healthcare.
- An increase in Operating and Maintenance by \$222,750 is primarily due to increasing the C.A.R.E by \$200,000 to be more aggressive in demolishing old dilapidated homes and lot clean-ups. In addition, reclassification of all subscription agreements, which were previously budgeted under Contractual Services, into the Subscription Agreements line within the Operating and Maintenance category. This change provides greater transparency and more accurate tracking of recurring technology costs.
- An increase in Contractual Services by \$705,000 is primarily due to outsourcing plan review services for solar-related projects. However, this cost is offset by a corresponding increase in plan review fee revenues in the General Fund.

Departmental Accomplishments

- The Planning program in conjunction with the Public Works Department processed, and the City Council approved:
 - Rezoning and Conditional Use Permit applications for ±9,992 acres of utility scale solar projects.
 - Rezoning of ±121 acre site to allow for the development of Data Processing & Hosting Facility (Data Center) that is anticipated to have a total size of approximately 750,000 square feet upon completion.
- The Planning program in conjunction with the Public Works Department:
- Has approved two site plan applications for affordable housing developments (Pinal Hispanic Council Tiny Home Project and Autum Cottages at Eloy) containing 27 units.
- Has approved a site plan application and has issued civil permits to construct a new specialized water pipe manufacturing facility in the Eloy Industrial Park that is owned by Sonoran Sales Company.
- The Building program completed:
 - Inspections of the National Gypsum (Goldbond) gypsum board manufacturing facility that contains approximately 700,000 square feet.
 - Inspections of the BHI trucking facilities. BHI is a multidiscipline construction and engineer corporation that is providing material delivery to the National Gypsum facility.
 - City Code amendment that the City Council approved to create the Building Advisory and Board of Appeals. This board hears building code appeals of decisions pertaining to the Building Code and the Property Maintenance Code, and advises the City Council on amendments to the aforementioned code.
- The Building and Planning programs, in conjunction with the Public Works Department, approved the permit applications and issued building permits for: the new ± \$6,000,000 valued Love's Travel Stop & Country Store facility on Toltec Road.
- The Planning Program completed:
 - Three zoning ordinance amendments to incorporate the Historic Preservation Overlay, requirements for new homes to provide walls/fences to enclose the side and rear yards, and to allow building height exceptions for architectural features, rooftop apparatuses, and silos, towers, etc.
 - A City Code amendment and a Zoning Ordinance amendment to consolidate the Airport Advisory Board, Revitalization Commission, and the Board of Adjustment responsibility with the Planning and Zoning Commission. The purpose of this action was to provide a comprehensive approach, oversight, and advisory commission pertaining to the planning and development of the city. The Planning and Zoning Commission with its new rolls officially started meeting on April 7, 2025.
- The Code Enforcement program conducted two rounds: Operation Eloy Clean Up and Adopt a Street event in the Fall of 2024 and the Spring of 2025. Operation Eloy Clean Up utilizes volunteers on a Saturday morning to clean vacant and developed properties that contain a mix of trash and overgrown/dead vegetation. Adopt a Street also uses volunteers to clean their adopted Eloy Street segment to pick up all litter located within the roadway right-of-way.



Program Performance

Program Performance	Actual F.Y. 21-22	Actual F.Y. 22-23	Actual F.Y. 23-24	Estimated F.Y. 24-25	Target F.Y. 25-26
Residential Building Permit Issued	364	132	147	130	140
Code Compliance Cases Opened	1,569	1,152	1,131	1,300	1,500
Code Compliance Cases Closed	1,540	1,128	1,093	1,100	1,300
Planning and Zoning Cases Submitted	49	67	59	48	50



Community Services Departments



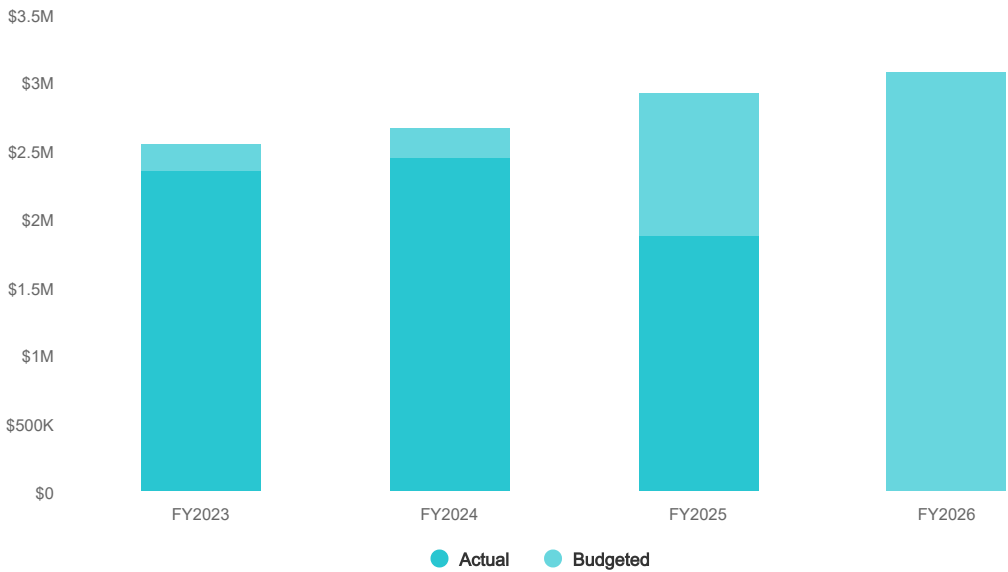
Paul Anchondo
Community Services Director

The City of Eloy's Community Services Department encompasses several key departments, including Community Services Administration, Recreation, Library, Parks, and Facilities. Additionally, while the Cemetery operations are managed by the Community Services Department, they are financially accounted for and tracked separately within the Cemetery Fund.

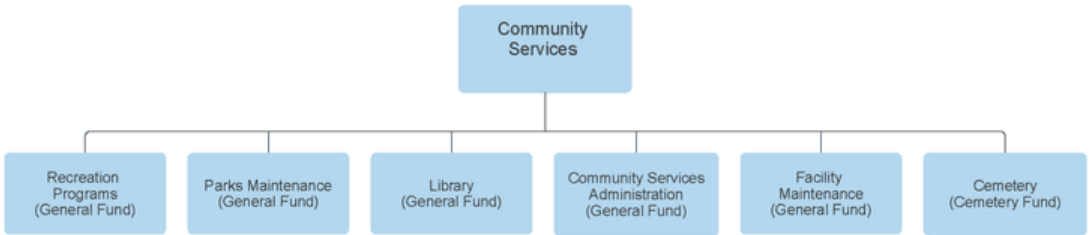
Expenditures Summary

\$3,081,330 **\$151,830**
(5.18% vs. prior year)

Community Services Departments Proposed and Historical Budget vs. Actual

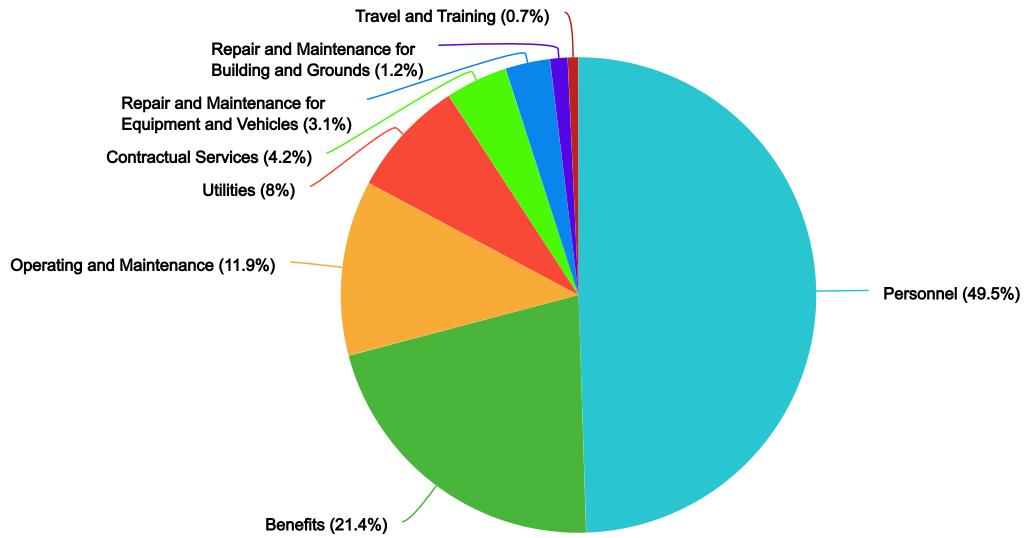


Organizational Chart

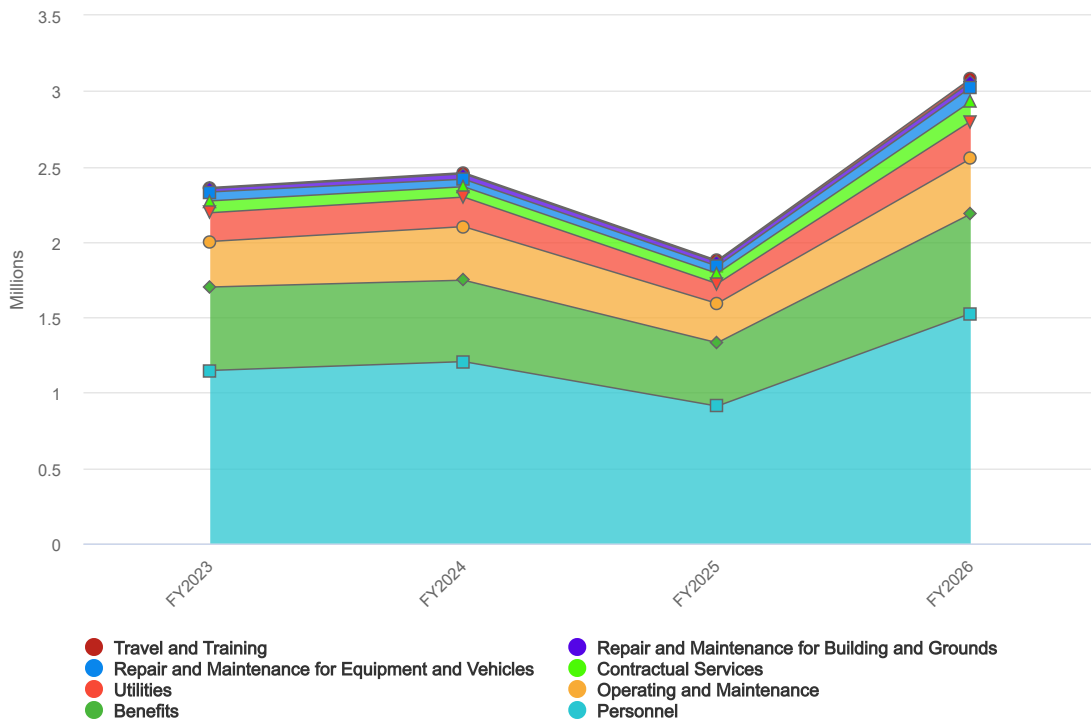


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Personnel	\$1,147,160	\$1,205,727	\$910,658	\$1,483,665	\$1,524,850	\$41,185
Benefits	\$552,863	\$539,707	\$420,028	\$621,830	\$659,880	\$38,050
Operating and Maintenance	\$302,043	\$355,060	\$260,245	\$342,775	\$366,800	\$24,025
Contractual Services	\$78,705	\$68,648	\$68,562	\$114,500	\$130,000	\$15,500
Travel and Training	\$6,766	\$7,831	\$9,124	\$19,500	\$22,300	\$2,800
Utilities	\$190,422	\$195,764	\$131,403	\$233,730	\$247,000	\$13,270
Repair and Maintenance for Equipment and Vehicles	\$59,124	\$50,067	\$48,043	\$28,000	\$94,000	\$66,000
Repair and Maintenance for Building and Grounds	\$22,386	\$35,368	\$28,692	\$85,500	\$36,500	-\$49,000
Total Expense Objects:	\$2,359,470	\$2,458,173	\$1,876,756	\$2,929,500	\$3,081,330	\$151,830



Community Services Administration



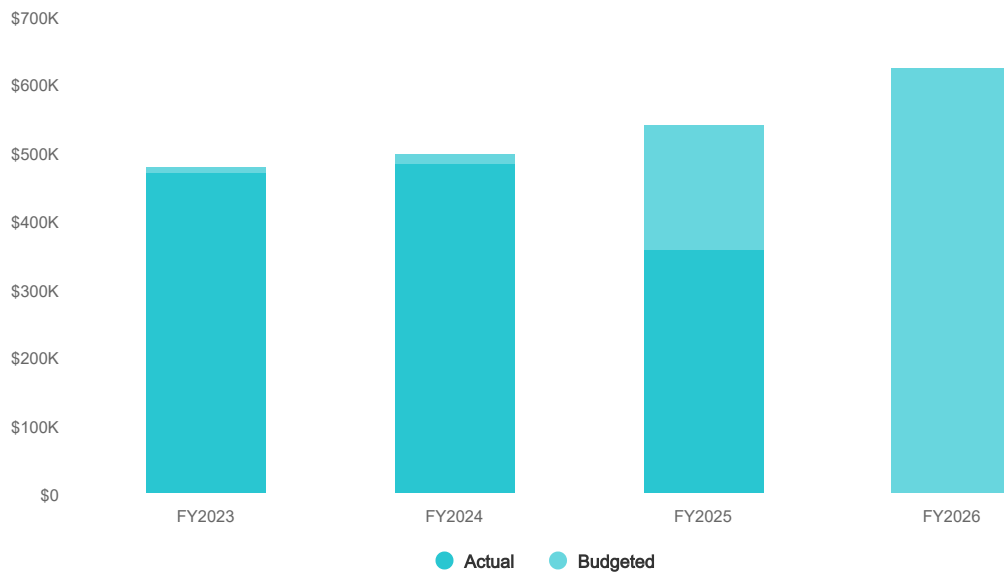
Paul Anchondo
Community Services Director

The Community Services Administration department strives to be proactive in meeting the needs of all customers by providing timely, courteous, and effective customer service. The goal is to create and maintain a highly qualified, professional, and responsive workforce that supports the department's mission and values.

Expenditures Summary

\$624,930 **\$82,775**
(15.27% vs. prior year)

Community Services Administration Proposed and Historical Budget vs. Actual



Budget Objectives

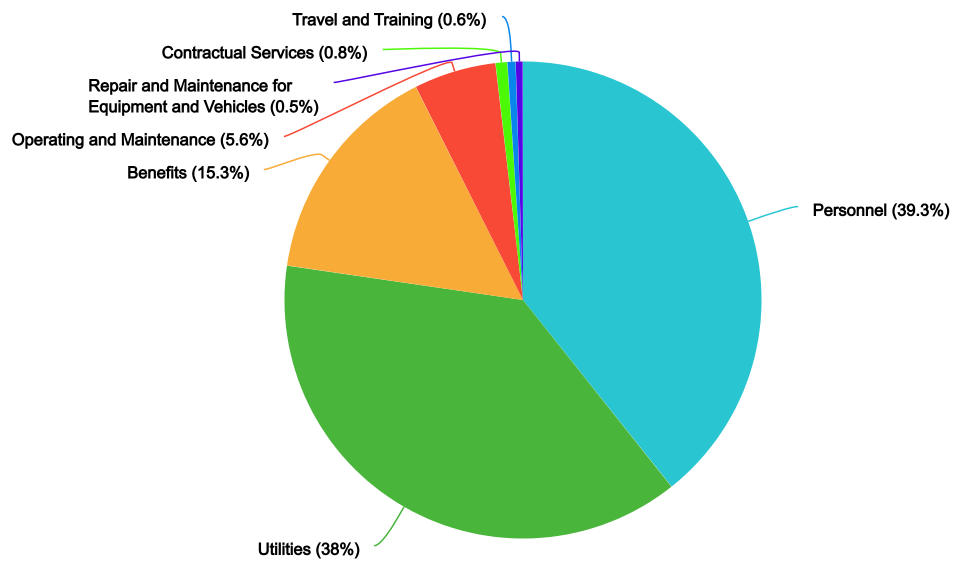
- Support salaries, training, and professional development for administrative staff who oversee recreation programs, facilities, and community engagement.
- Upgrade registration systems, scheduling software, and digital tools to improve efficiency and accessibility for residents.
- Ensure the Recreation Administration Office has the necessary resources, technology, and personnel to efficiently manage and coordinate recreational programs and facilities.
- Allocate resources for staffing, professional development, and operational support to improve administrative efficiency and service delivery.
- Maintain and upgrade recreation management software and online registration system to streamline program enrollment and facility scheduling.
- Increase marketing and communication efforts to promote programs and events through digital platforms, social media, and community outreach.

Organizational Chart

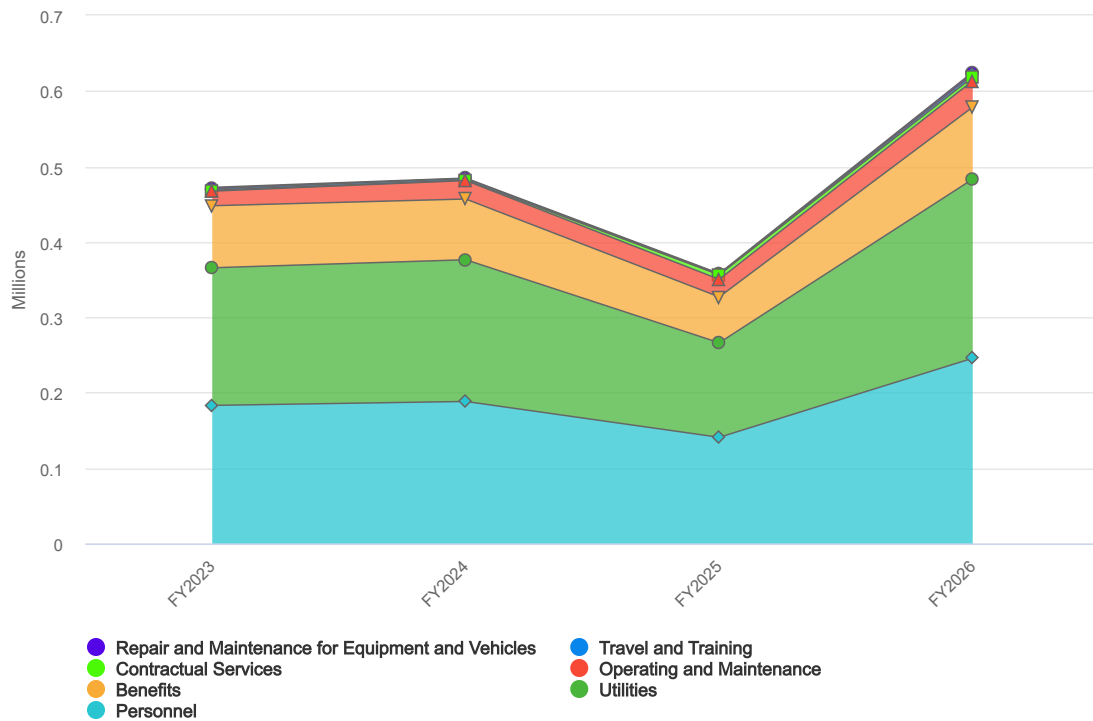


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Personnel	\$183,096	\$188,319	\$140,791	\$198,400	\$245,640	\$47,240
Benefits	\$82,260	\$80,516	\$60,773	\$87,035	\$95,490	\$8,455
Operating and Maintenance	\$19,325	\$24,486	\$23,306	\$27,200	\$34,800	\$7,600
Contractual Services	\$1,178	\$620	\$5,960	\$1,500	\$5,000	\$3,500
Travel and Training	\$1,948	\$2,082	\$909	\$3,200	\$3,500	\$300
Utilities	\$182,443	\$187,875	\$125,352	\$221,820	\$237,500	\$15,680
Repair and Maintenance for Equipment and Vehicles	\$1,896	\$553	\$833	\$3,000	\$3,000	\$0
Total Expense Objects:	\$472,147	\$484,450	\$357,924	\$542,155	\$624,930	\$82,775

Significant Changes from the Prior Year

- An increase in Personnel by \$47,240 is a possible retirement payout and a 4% cost-of-living adjustment (COLA).
- An increase in Benefits by \$8,455 is due to adjusting employee benefits coverage for healthcare.
- An increase in Operating and Maintenance of \$7,600 is due to budgeting for subscription agreement of \$5,000 for recreation software and higher costs for supplies and materials.
- An increase in Contractual Services of \$3,500 is due to contractual work or services for Community Services.
- An increase in Utilities of \$15,680 is due to water and wastewater rate adjustments as it relates to parks and facilities.

Departmental Accomplishments

- Managed the Community Services Department budgets to ensure that funds are spent as efficiently and effectively as possible, and actively seek cost savings within the unit.
- Provided financial oversight of all active/open projects with no significant issues.
- Implemented Civic rec texting function to remind customers of facility rental details.
- Maintain a worked environment where teamwork is paramount and staff input is encouraged.
- Promoted professional growth by supporting staff attendance at various work-related trainings and conferences.

Program Performance

Program Performance	Actual F.Y. 21-22	Actual F.Y. 22-23	Actual F.Y. 23-24	Estimated F.Y. 24-25	Target F.Y. 25-26
Program Registrations	1,980	2,329	3,341	1,040	2,190
Social Media Followers	23,897	21,792	19,080	10,500	10,000
Requisitions Processed	675	724	687	1,015	850
Facility Rentals	171	395	239	393	316



Parks Maintenance



Paul Anchondo
Community Development Director

The Parks Maintenance department strives to provide a linked network of Parks and Open Space areas that enhance the quality of life and provide a mixture of active and passive recreational opportunities.

Expenditures Summary

\$647,240 **\$18,950**
(3.02% vs. prior year)

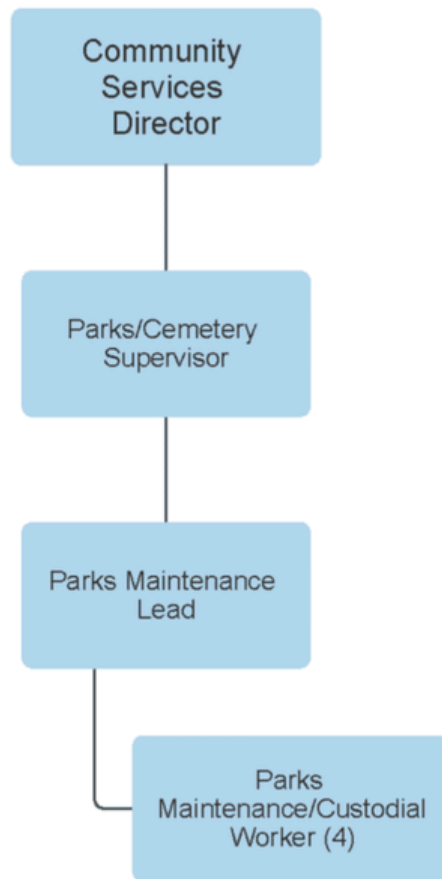
Park Maintenance Proposed and Historical Budget vs. Actual



Budget Objectives

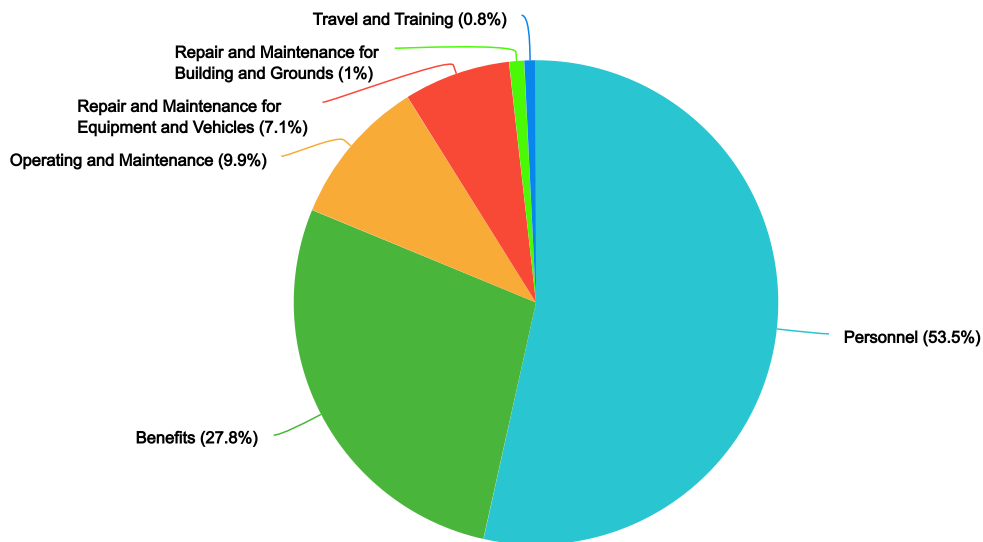
- Provide funding for regular landscaping, playground maintenance, facility repairs, and infrastructure improvements to ensure safety and functionality.
- Upgrade lighting, and improve signage to create a safer environment for park visitors.
- Maintain, enhance, and expand the city’s parks, recreational spaces, and greenways.
- Utilize funding to ensure parks remain safe, accessible, and enjoyable for residents and visitors while supporting environmental sustainability and community well-being.

Organizational Chart



Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Personnel	\$277,576	\$290,428	\$241,581	\$330,100	\$346,160	\$16,060
Benefits	\$159,463	\$159,087	\$124,364	\$188,690	\$179,680	-\$9,010
Operating and Maintenance	\$56,916	\$61,953	\$28,210	\$68,500	\$63,900	-\$4,600
Travel and Training	\$875	\$2,250	\$1,614	\$4,500	\$5,000	\$500
Utilities	\$0	\$0	\$2,617	\$0	\$0	\$0
Repair and Maintenance for Equipment and Vehicles	\$20,241	\$20,201	\$22,693	\$13,000	\$46,000	\$33,000
Repair and Maintenance for Building and Grounds	\$1,551	\$5,324	\$2,136	\$23,500	\$6,500	-\$17,000
Total Expense Objects:	\$516,622	\$539,242	\$423,216	\$628,290	\$647,240	\$18,950

Significant Changes from the Prior Year

- An increase in Personnel of \$16,060 is due to a 4% cost-of-living adjustment (COLA).
- A decrease in Benefits of \$9,010 is due to adjusting employee benefits coverage for healthcare.
- A decrease in Operating and Maintenance of \$4,600 to account for historical spending on field supplies, uniforms and other maintenance supplies.
- An increase in Repair and Maintenance for Equipment and Vehicles of \$33,000 is primarily due to reallocating budgetary costs for equipment and vehicle maintenance from Repair and Maintenance for Building and Grounds.
- A decrease in Repair and Maintenance for Building and Grounds of \$17,000 is primarily due to reallocating budgetary costs for equipment and vehicle maintenance to Repair and Maintenance for Equipment and Vehicles.

Departmental Accomplishments

- Work with the Recreation department and outside agencies in community event organization, set up and break down
- Managed and maintained all parks & facilities efficiently to ensure a clean and safe environment.
- Upgraded irrigation system at Shumway Park
- Installation of ramada at Maddox Park
- Replaced park dedication signage on the gazebo at Main St Park
- Upgraded electrical outlets on the gazebo of Main St Park

Program Performance

Program Performance	Actual F.Y. 21-22	Actual F.Y. 22-23	Actual F.Y. 23-24	Estimated F.Y. 24-25	Target F.Y. 25-26
Park Restroom Rentals	37	31	35	141	65
Ballfield Rentals	37	60	61	53	55
Community Event Set Up	31	27	28	28	30



Recreation Programs



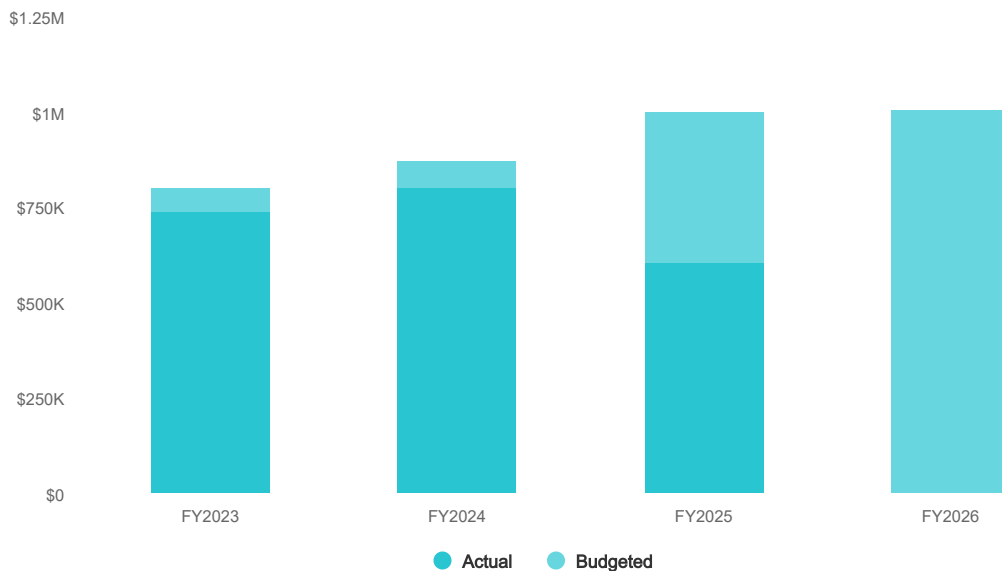
Paul Anchondo
Community Services Director

The goal of the Recreation Programs department is to provide quality leisure services in the most efficient manner, at a fair and reasonable cost to the taxpayer. Maintain a program of continual evaluation in order to plan and implement various forms of leisure activities that meet the various needs and desires of the citizens.

Expenditures Summary

\$1,005,530 **\$3,175**
(0.32% vs. prior year)

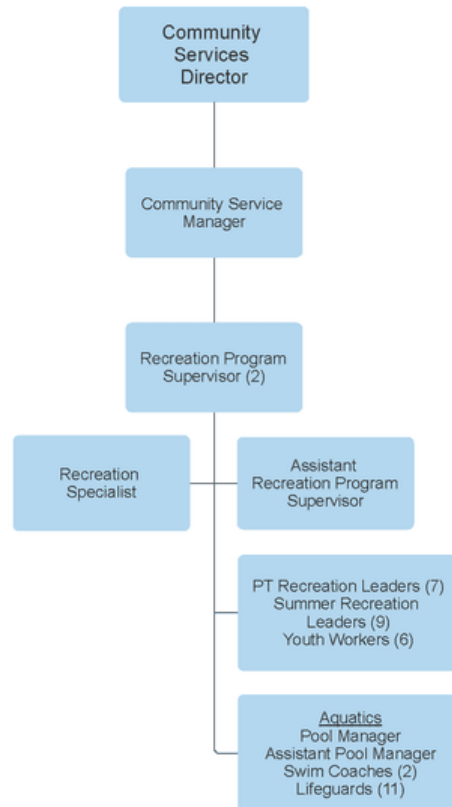
Recreation Programs Proposed and Historical Budget vs. Actual



Budget Objectives

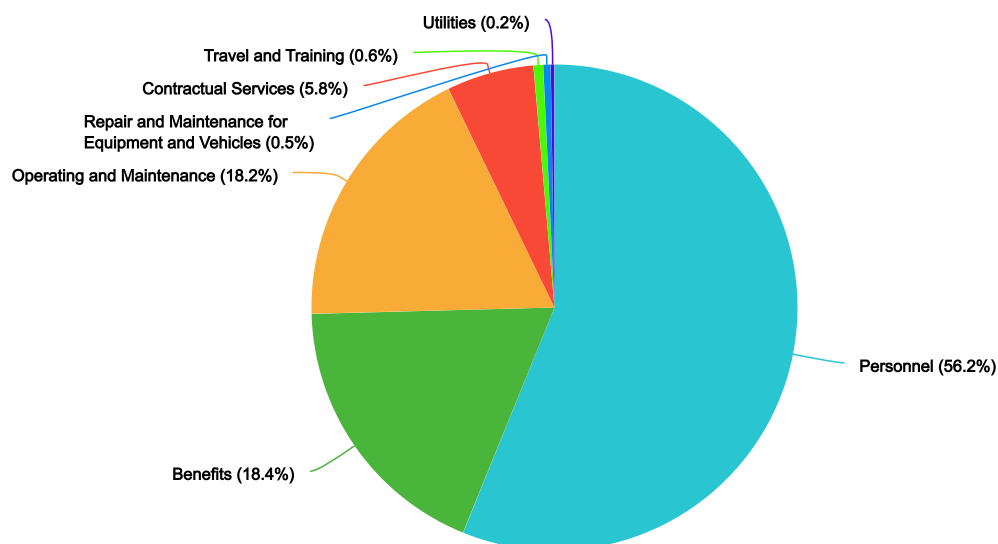
- Allocate resources to meet the ever-changing needs of residents by providing comprehensive, quality recreational activities and programming.
- Encourage the continuation of cooperation between neighboring governmental entities and school districts.
- Increase participation in programming for youth and teens.
- Utilize funding to offer extensive summer programming that includes aquatics, special interest classes, teen programs and youth day camp.
- Continue to contract with outside vendor for installation of holiday lighting at Main St Park, City Hall and PD.
- Apply resources towards the development of new events, and enhancing existing programs.

Organizational Chart

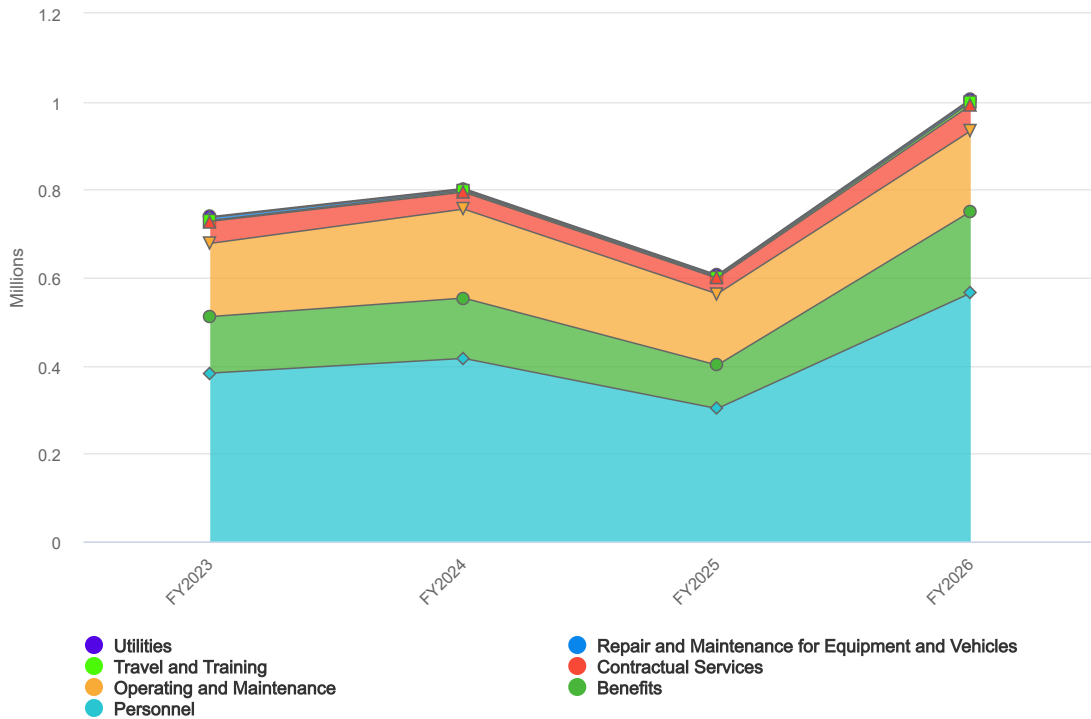


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Personnel	\$382,702	\$416,183	\$302,124	\$607,390	\$564,650	-\$42,740
Benefits	\$128,425	\$137,145	\$98,730	\$164,965	\$185,380	\$20,415
Operating and Maintenance	\$166,401	\$202,189	\$161,937	\$167,200	\$183,200	\$16,000
Contractual Services	\$50,084	\$38,405	\$35,727	\$49,000	\$58,500	\$9,500
Travel and Training	\$2,122	\$3,062	\$2,616	\$4,300	\$6,300	\$2,000
Utilities	\$1,909	\$2,215	\$1,322	\$2,500	\$2,500	\$0
Repair and Maintenance for Equipment and Vehicles	\$6,449	\$3,153	\$3,372	\$7,000	\$5,000	-\$2,000
Total Expense Objects:	\$738,092	\$802,352	\$605,827	\$1,002,355	\$1,005,530	\$3,175

Significant Changes from the Prior Year

- A decrease in Personnel of \$42,740 is primarily due to an overstatement of funded positions in the previous fiscal year, where two additional part-time employees were mistakenly budgeted beyond what was approved. The current budget corrects this and also reflects the consolidation of two part-time Recreation Leader positions into one full-time role. Additionally, a 4% cost-of-living adjustment (COLA) is included.
- An increase in Benefits of \$20,415 is due to the addition of a full-time Recreation Leader position as well as benefit adjustments.
- An increase in Operating and Maintenance of \$16,000 is due to rising costs associated with providing rides, games, and other services for various programs, holiday events, and community activities.
- An increase in Contractual Services of \$9,500 is due to providing more concerts in the park and special interest classes.

Departmental Accomplishments

- Held 6 large community-wide special events and another 11 smaller special events with a total attendance of more than 12,000 attendees.
- The Eloy After School program, Funtastic Friday, Fall, Spring, Winter, and Summer Break programs saw a total attendance of more than 3,000 participants.
- The Toltec Senior Center served 3,000 senior meals during the fiscal year.
- Our youth sports leagues provided 505 local youth with the chance to participate in sports.
- Celebrated the City of Eloy's 75th Anniversary with a community-wide art contest with more than 70 participants, displayed historical Eloy: Through the Years Photo Display and numerous promotional giveaways. We also hosted our Annual Christmas in Eloy event along with the 75th Anniversary Celebration, which included live music, carnival rides, a drone show, and our annual light parade and fireworks show.

Program Performance

Program Performance	Actual F.Y. 21-22	Actual F.Y. 22-23	Actual F.Y. 23-24	Estimated F.Y. 24-25	Target F.Y. 25-26
Registered Recreation Participants	1,719	2,343	2,389	2,500	2,600
Activities Utilizing Online Registration	70	89	91	95	100
Teen Activity Participation (Ages 12-17)	113	149	211	250	265
Senior Center Attendance	3,631	3,558	3,668	3,800	4,000
Youth Activity Participation (Ages 3-11)	3,141	3,445	3,697	3,800	4,000



Library



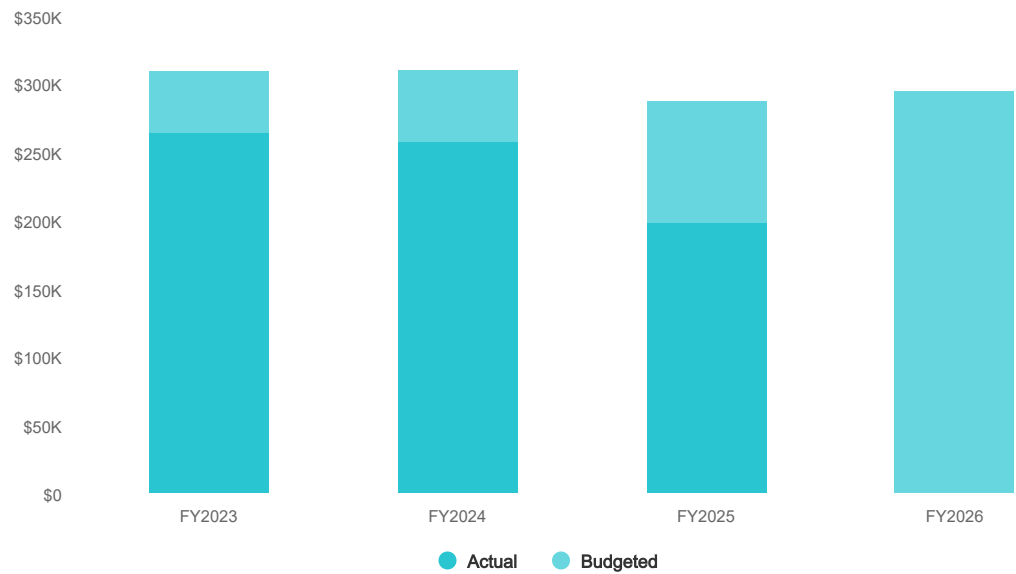
Paul Anchondo
Community Services Director

The mission of the Eloy Santa Cruz Library is to promote literacy and lifelong learning and to provide library materials and information assets to the people of the City of Eloy and the surrounding area. Additionally, the library continues to support the curriculum of the Santa Cruz Valley Union High School.

Expenditures Summary

\$296,260 **\$8,095**
(2.81% vs. prior year)

Library Proposed and Historical Budget vs. Actual

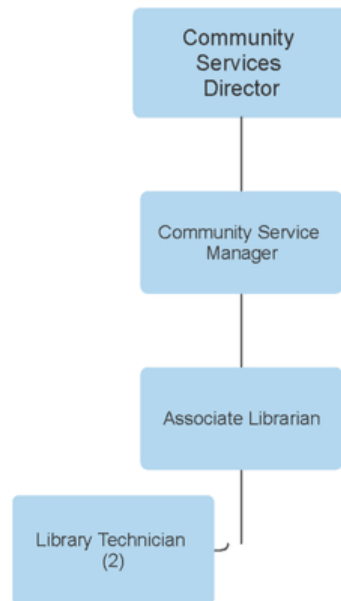


Budget Objectives

- Expand physical and digital collections to reflect the community's needs and interests, including diverse, multilingual, and specialized resources.
- Provide excellent reference & bibliographic services for the SCVUHS students, teachers, and staff.
- Provide quality Wi-Fi services to patrons during the fiscal year
- Offer high-quality activities and programs that are engaging and educational for our youth and teen participants.
- Strengthen library partnerships with schools, local businesses, and nonprofit organizations to support collaborative programming and funding opportunities.
- Ensure that library resources, programs, and facilities are accessible, inclusive, and meet the community's diverse needs.
- Support initiatives that promote literacy, lifelong learning, workforce development, and digital literacy for all age groups.
- Provide professional development opportunities for library staff to improve service quality, technological proficiency, and customer engagement.

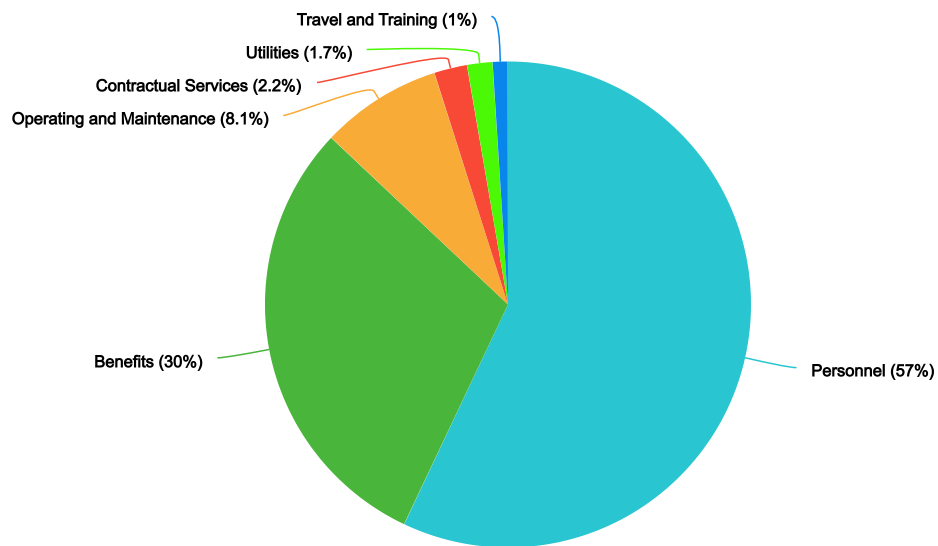
Organizational Chart

LIBRARY ORGANIZATIONAL CHART



Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Personnel	\$149,579	\$155,702	\$119,977	\$161,515	\$168,970	\$7,455
Benefits	\$85,285	\$80,356	\$61,831	\$86,365	\$88,890	\$2,525
Operating and Maintenance	\$15,791	\$13,105	\$8,857	\$26,375	\$23,900	-\$2,475
Contractual Services	\$8,923	\$5,269	\$4,928	\$4,000	\$6,500	\$2,500
Travel and Training	\$1,271	\$362	\$2,051	\$3,000	\$3,000	\$0
Utilities	\$4,438	\$4,390	\$1,775	\$6,910	\$5,000	-\$1,910
Total Expense Objects:	\$265,287	\$259,184	\$199,419	\$288,165	\$296,260	\$8,095

Significant Changes from the Prior Year

- An increase in Personnel of \$7,455 is due to a 4% cost-of-living adjustment (COLA).

Departmental Accomplishments

- Opened “The Den” a new teen space in our library designed for the purpose of creating a safe and educational environment for teenagers in the Eloy community so that they can learn and grow. Funding for the project was established through a grant from Arizona State Library Association and also funds from Pinal County Libraries and the City of Eloy.
- Purchased new technology equipment, including Dell Laptops (6), gaming equipment, 3-D Printing station, Apple iMac with design software, upgraded Wi-Fi network.
- Purchased new furniture including lounge chairs, modular benches, tables, booths and stackable chairs.
- Re-designed the layout and of the individual sections of the library, including Youth, Young Adult, Periodicals, DVD / Games and Arizona Sections.
- Purchased and installed security camera system that allows staff to better multitask and monitor each area of the library via tablet or cell phone while keeping up with daily duties at the same time.
- Partnered with Act One for Culture Pass – giving our library the ability to provide free passes to different venues around Arizona, such as Reid Park Zoo, Desert Botanical Gardens, And the Phoenix Art Museum.
- Continued library programming to include after-hour activities, taking place outside of normal business hours in an effort to reach more participants
- Weeded a total of 4,789 outdated items from the library’s collection to make room for new updated items and technology.
- Added a total of 36 new fun and educational teen activities that have helped encourage teen attendance and usage of library services.

Program Performance

Program Performance	Actual F.Y. 21-22	Actual F.Y. 22-23	Actual F.Y. 23-24	Estimated F.Y. 24-25	Target F.Y. 25-26
Collection Uses (Physical & Electronic)	115,810	107,311	107,101	108,000	110,000
Public Wireless Sign-Ons (Sessions)	9,768	10,078	10,477	10,500	11,000
Library Programs Offered	130	132	138	140	142
Registered Users (Library Cards)	3,884	3,760	2,433	3,500	4,000



Facility Maintenance



Paul Anchondo
Community Services Director

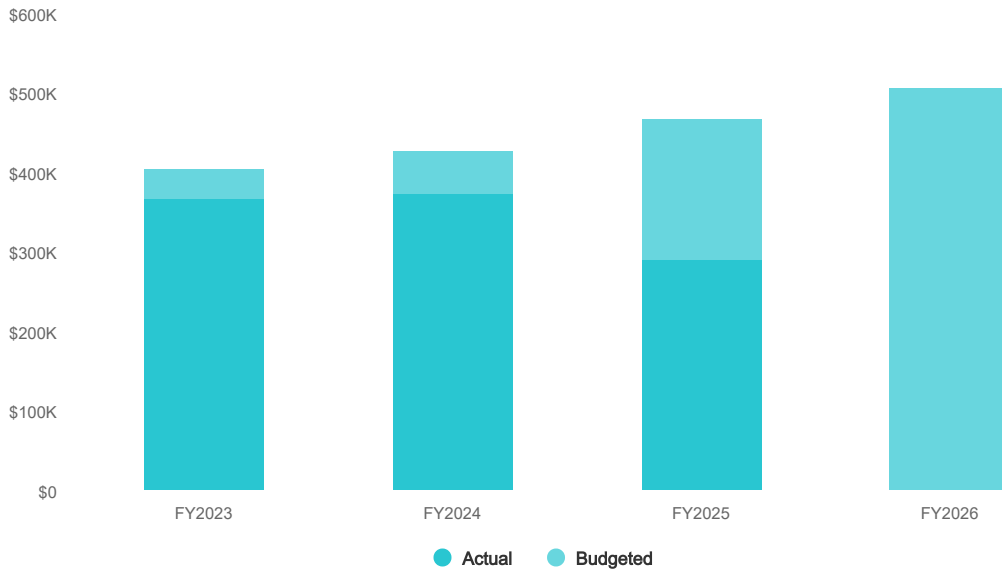
The goal of the Facilities Maintenance department is to deliver timely and quality services while continuously seeking feedback to improve its services to the users and occupants of its assigned buildings.

The Municipal Facilities Budget Request outlines the necessary funding required to maintain, upgrade, and enhance the city's public buildings and infrastructure. This request ensures that municipal facilities remain safe, functional, and accessible for residents, employees, and visitors.

Expenditures Summary

\$507,370 **\$38,835**
(8.29% vs. prior year)

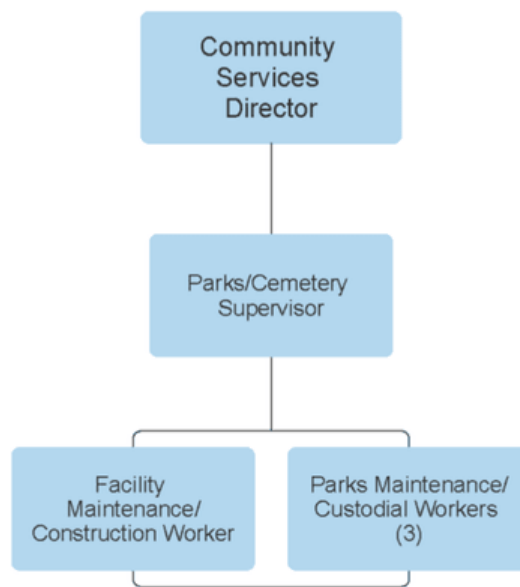
Facility Maintenance Proposed and Historical Budget vs. Actual



Budget Objective

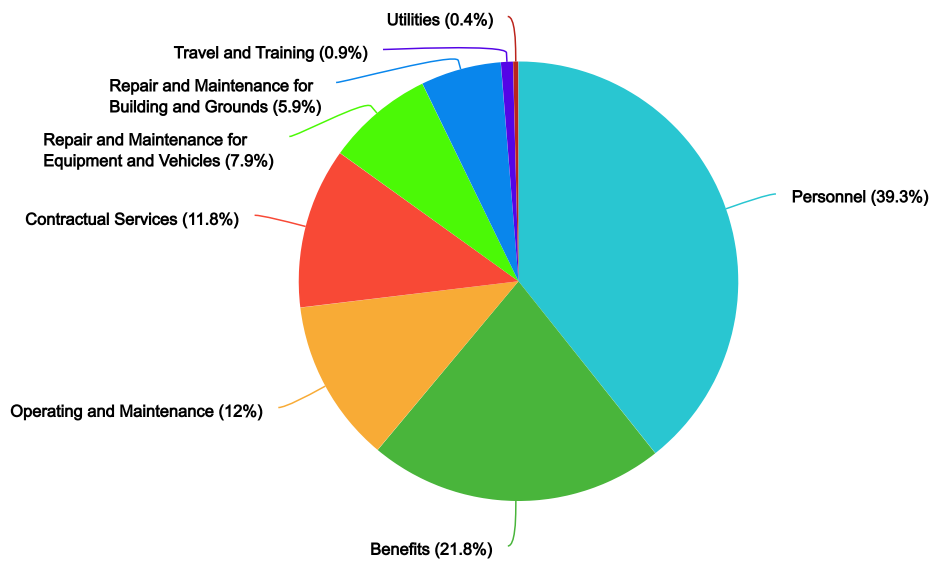
- Address critical repairs and ongoing maintenance to ensure structural integrity, safety, and operational efficiency of municipal buildings, including City Hall, public safety buildings, community centers, and libraries.
- Invest in upgrades and renovations to aging infrastructure to enhance energy efficiency, improve accessibility, and extend facility lifespans.
- Provide funding for utilities, security, janitorial services, and general upkeep to ensure continuous service delivery.
- Implement energy-efficient upgrades such as LED lighting, HVAC improvements, and solar panel installations to reduce long-term operational costs and support environmental goals.
- Allocate funding for unforeseen facility issues, including weather-related damages or urgent structural repairs.
- Institute a system of preventative maintenance that forecasts future facility maintenance needs and preserves current equipment.
- Perform annual/biannual building inspections to determine immediate and future needs.

Organizational Chart



Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Personnel	\$154,207	\$155,096	\$106,185	\$186,260	\$199,430	\$13,170
Benefits	\$97,430	\$82,603	\$74,330	\$94,775	\$110,440	\$15,665
Operating and Maintenance	\$43,610	\$53,327	\$37,936	\$53,500	\$61,000	\$7,500
Contractual Services	\$18,521	\$24,354	\$21,947	\$60,000	\$60,000	\$0
Travel and Training	\$550	\$76	\$1,934	\$4,500	\$4,500	\$0
Utilities	\$1,632	\$1,285	\$337	\$2,500	\$2,000	-\$500
Repair and Maintenance for Equipment and Vehicles	\$30,538	\$26,161	\$21,144	\$5,000	\$40,000	\$35,000
Repair and Maintenance for Building and Grounds	\$20,835	\$30,044	\$26,556	\$62,000	\$30,000	-\$32,000
Total Expense Objects:	\$367,322	\$372,945	\$290,370	\$468,535	\$507,370	\$38,835

Significant Changes from the Prior Year

- An increase in Personnel of \$13,170 is due to a 4% cost-of-living adjustment (COLA).
- An increase in Benefits of \$15,665 is due to adjusting employee benefits coverage for healthcare.
- An increase in Operating and Maintenance of \$7,500 is due to increasing costs for chemicals, custodial supplies, uniforms, and other operating supplies.
- An increase in Repair and Maintenance for Equipment and Vehicles of \$35,000 is due to reallocating budgetary costs for equipment from Repair and Maintenance for Building and Grounds.
- A decrease in Repair and Maintenance for Building and Grounds of \$32,000 is due to reallocating budgetary costs to Repair and Maintenance for Equipment and Vehicles.

Departmental Accomplishments

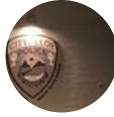
- Responded to department requests in a timely manner and followed up on the status of work orders received.
- Provided quality custodial services in an effective and cost-efficient manner.
- Installed new HVAC units at Eloy PD and the Chamber of Commerce.
- Coordinated the demolition of the Dustbowl Theatre and Veteran's Center
- Coordinated interior building renovations at Troy Thomas Center, including installing drywall, sound panels, vinyl base, and paint.
- Coordinated crack/seal coat of Municipal Court parking lot.
- Replaced artificial turf at Main St. Recreation Center.

Program Performance

Program Performance	Actual F.Y. 21-22	Actual F.Y. 22-23	Actual F.Y. 23-24	Estimated F.Y. 24-25	Target F.Y. 25-26
Work Orders Completed	26	119	121	133	120
Building Rentals	171	395	239	115	177

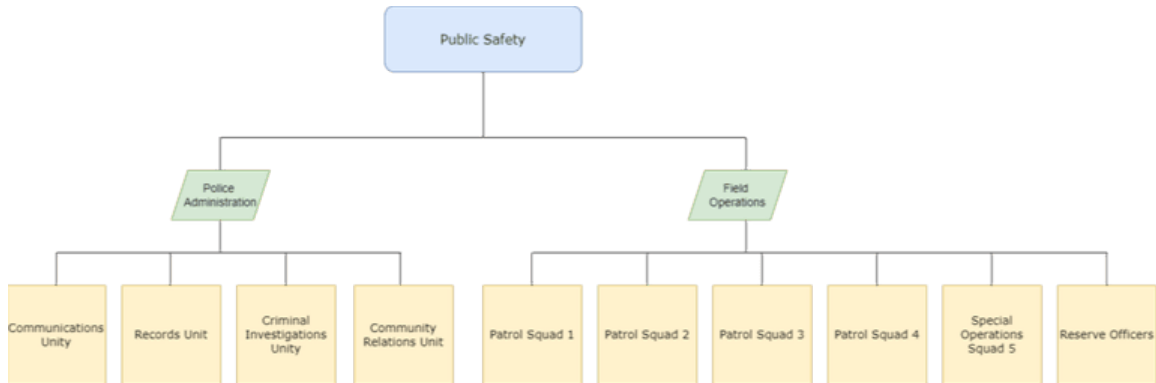


Public Safety Departments



Sergio Banales
Chief of Police

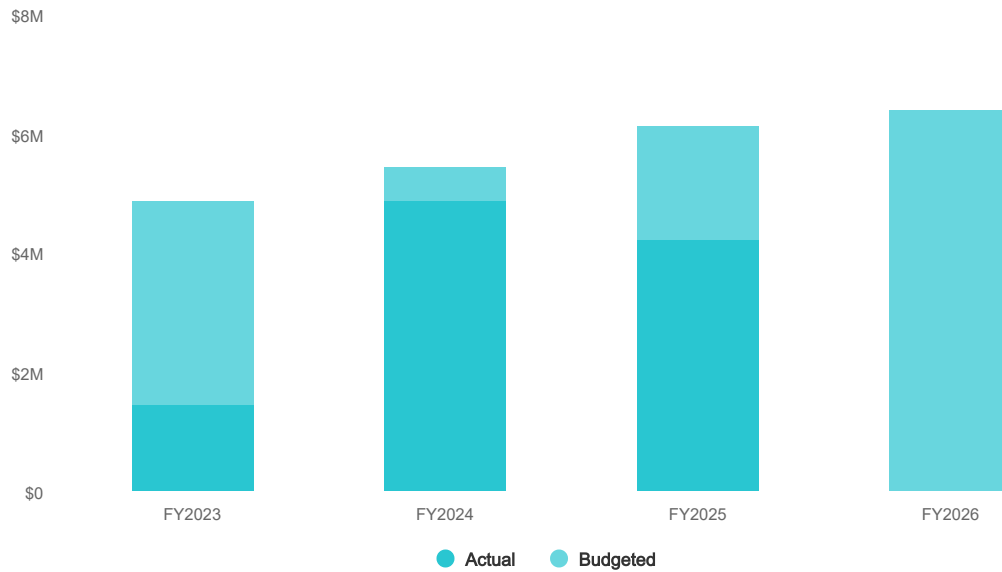
Organizational Chart



Expenditures Summary

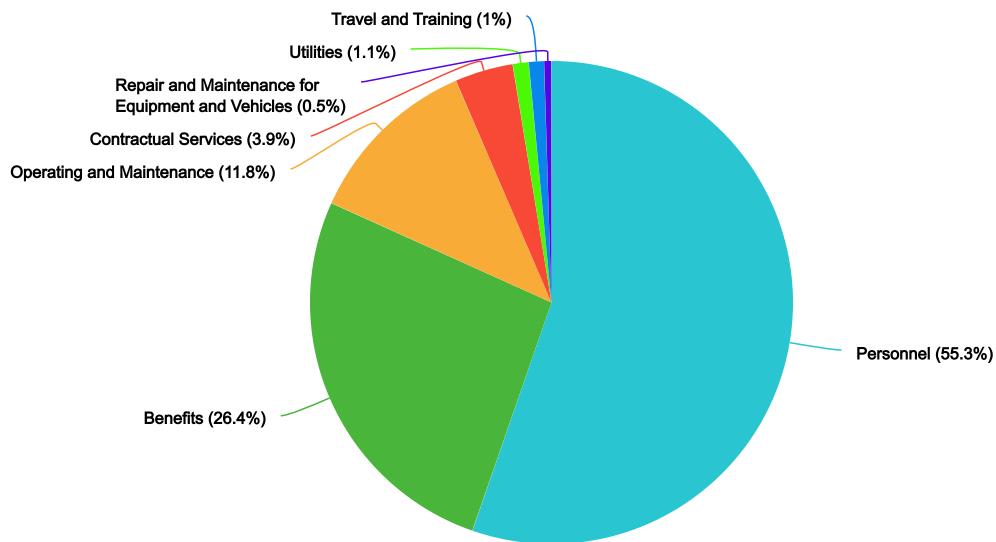
\$6,410,745 **\$281,655**
(4.60% vs. prior year)

Public Safety Departments Proposed and Historical Budget vs. Actual

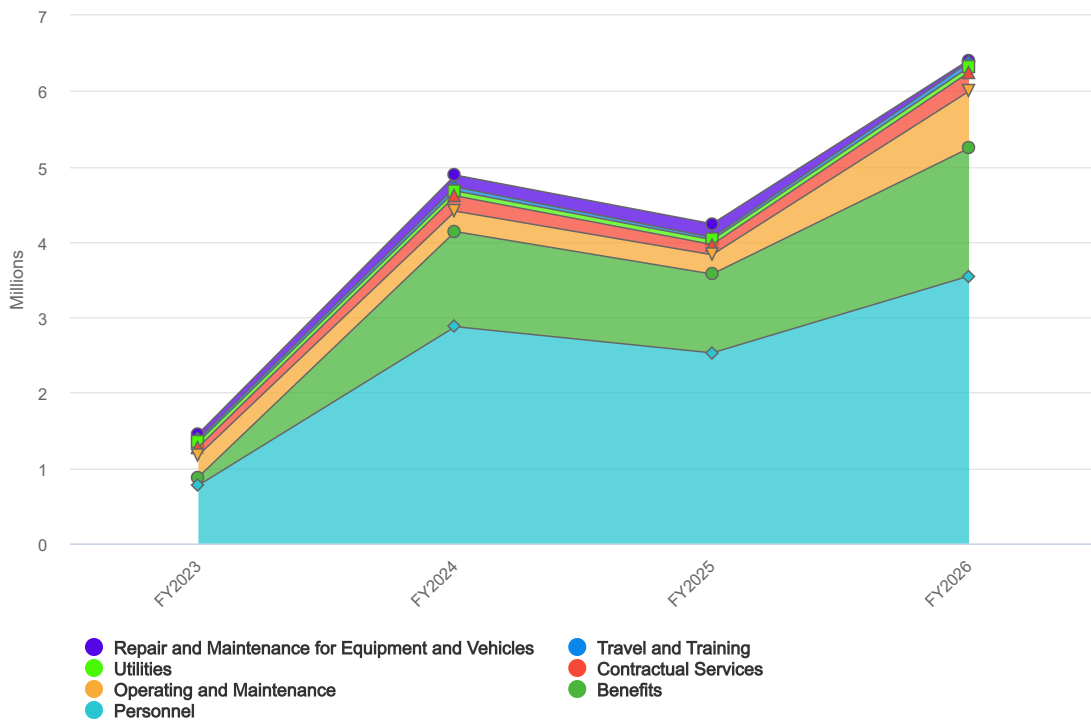


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Personnel	\$771,979	\$2,874,897	\$2,526,978	\$3,489,825	\$3,545,910	\$56,085
Benefits	\$110,224	\$1,260,640	\$1,045,141	\$1,674,060	\$1,695,260	\$21,200
Operating and Maintenance	\$287,868	\$270,304	\$256,101	\$323,615	\$755,400	\$431,785
Contractual Services	\$108,867	\$203,531	\$135,386	\$256,065	\$249,800	-\$6,265
Travel and Training	\$37,876	\$51,530	\$31,152	\$59,600	\$65,000	\$5,400
Utilities	\$68,653	\$65,687	\$63,802	\$82,300	\$68,500	-\$13,800
Repair and Maintenance for Equipment and Vehicles	\$71,086	\$158,035	\$179,890	\$243,625	\$30,875	-\$212,750
Total Expense Objects:	\$1,456,553	\$4,884,624	\$4,238,450	\$6,129,090	\$6,410,745	\$281,655



Police Administration



Sergio Banales
Chief of Police

The Eloy Police Department's Police Administration Department is critical in advancing the Department's mission, vision, and values. Through strategic planning and fiscal oversight, we ensure overall operations align with departmental goals while maximizing resources in our service delivery to the community.

In Fiscal Year 2025-2026, we will continue to:

- Exercise strong fiscal management, ensuring expenditures remain within budgetary allocations.
- Enhance data and statistical reporting to support informed decision-making and effective resource allocation.
- Manage critical operations, including:
 - 911/Police/Fire/EMS Dispatching services
 - Police Records Management, maintaining public records, and timely responding to public records requests
 - Criminal Investigations Unit, supporting detectives investigating and solving complex cases, with a specialized focus on crimes against children, quality-of-life crimes, violent offenses, narcotics enforcement, and human trafficking
 - Professional Standards Unit – Ensures thorough investigation of high-liability incidents, including use-of-force cases, pursuits, and police-involved vehicle collisions, to determine compliance with department policies. Recommends policy updates to the Police Chief to mitigate risk and align with industry standards. Conducts objective and comprehensive investigations into citizen complaints, ensuring adherence to department policies and professional standards of conduct.
- Oversee annual training requirements for both sworn and non-sworn personnel, ensuring compliance with Arizona Peace Officer Standards and Training (AZPOST) requirements, CJIS security policies, and department-specific training in areas such as tactical response, de-escalation, ethics, responding to mental health crises, public records management, and crisis communications.

Additionally, the Police Administration will continue focusing on grant-writing initiatives to secure external funding for essential equipment and programs.

We are also dedicated to community engagement through programs such as Volunteer and Citizens on Patrol (COP), which contribute hundreds of hours to supporting department operations. Looking ahead, we will continue to organize impactful community events, including Christmas-With-A-Cop, Getting Arizona Involved in Neighborhoods (GAIN), and others to strengthen public trust and foster a safer, more connected community.

As we move into the next fiscal year, the Eloy Police Department remains committed.

Expenditures Summary

\$1,961,655 **\$308,010**
(18.63% vs. prior year)

Police Administration Proposed and Historical Budget vs. Actual

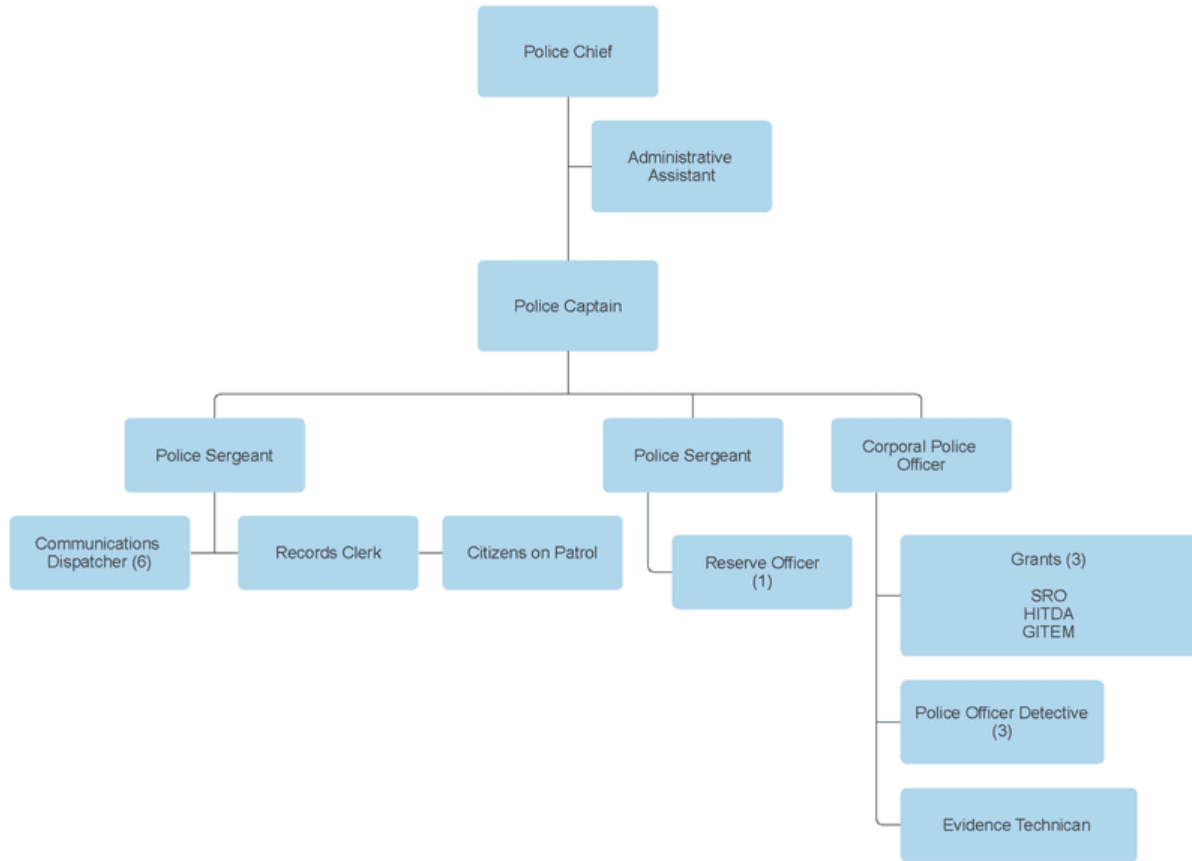


Budget Objectives

- Personnel & Staffing Efficiency
 - Ensure adequate funding for staffing needs, including records clerk(s), dispatchers, evidence technicians, criminal investigations unit, and administrative support
 - Expand community outreach and engagement initiatives through the newly created Personnel and Training Corporal position, focusing on public education, recruitment efforts, and department-sponsored events
 - Enhance recruiting strategies to attract qualified candidates for both sworn and non-sworn positions, including the use of social media, career fairs, and targeted recruitment efforts
 - Enhance oversight and efficiency within the Support Services Division with the newly approved Support Services Supervisor position, ensuring improved management and oversight of dispatch, records, and evidence operations
- Technology and Equipment Upgrades
 - Secure funding and/or make recommendations for future budget allocations for new or upgraded technology, such as:
 - Records Management System (RMS)
 - Computer-Aided Dispatch (CAD)
 - Body Worn camera and digital evidence storage
 - Automated reporting tools (AI transcription, automated case updates)
- Facility and Infrastructure Maintenance
 - Ensure appropriate budgets for workspace improvements for current and future needs
 - Evidence storage facilities and chain-of-custody tracking
 - Vehicle maintenance and fleet support, including new-vehicle builds and emergency equipment up-fit
- Compliance and Legal
 - Ensure the department meets or exceeds state and federal requirements, including:
 - CJIS security policies
 - Public records retention and fulfillment
 - NCIC/NLETS compliance
 - Audits related to records management, data security, federal and state grants
- Public Records and Transparency
 - Ensure staff has the resources, including automation where appropriate, to handle increasing public records requests efficiently and timely
 - Leverage technology to speed up redaction and response times to public records requests
 - Explore and support public access initiatives such as online portals for police and crash reports
- Interagency Collaboration and Grants
 - Identify opportunities to secure grant funding for technology, training, and staffing
 - Coordinate agreements for department participation in the County-wide Drug Task Force (HIDTA), State Gang Task Force (GIITEM), and School Resource Officer (SRO) grant
- Cost Control and Resource Optimization
 - Review existing vendor agreements and subscriptions to minimize operational costs and maximize output
 - Conduct data-driven analysis to optimize staffing requests and resource allocation
 - Plan for long-term sustainability in budget requests to reduce unplanned or unbudgeted events

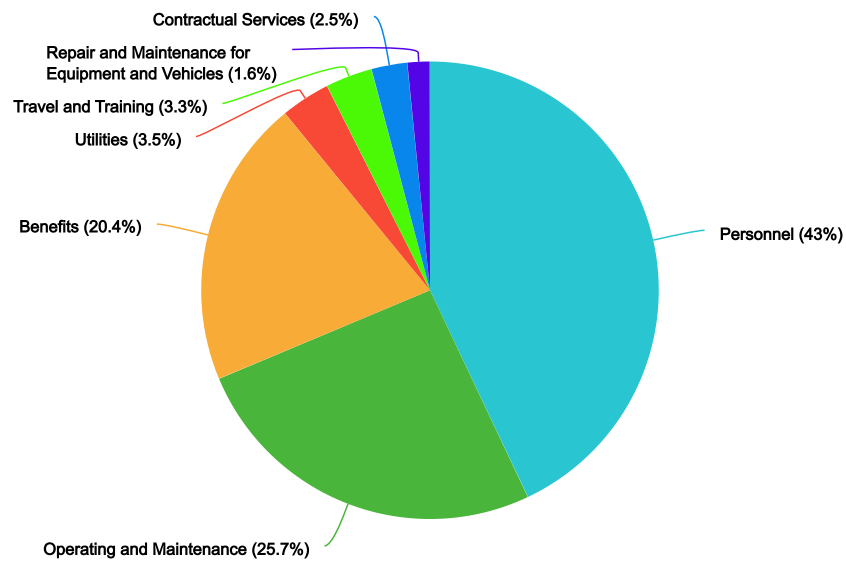


Organizational Chart

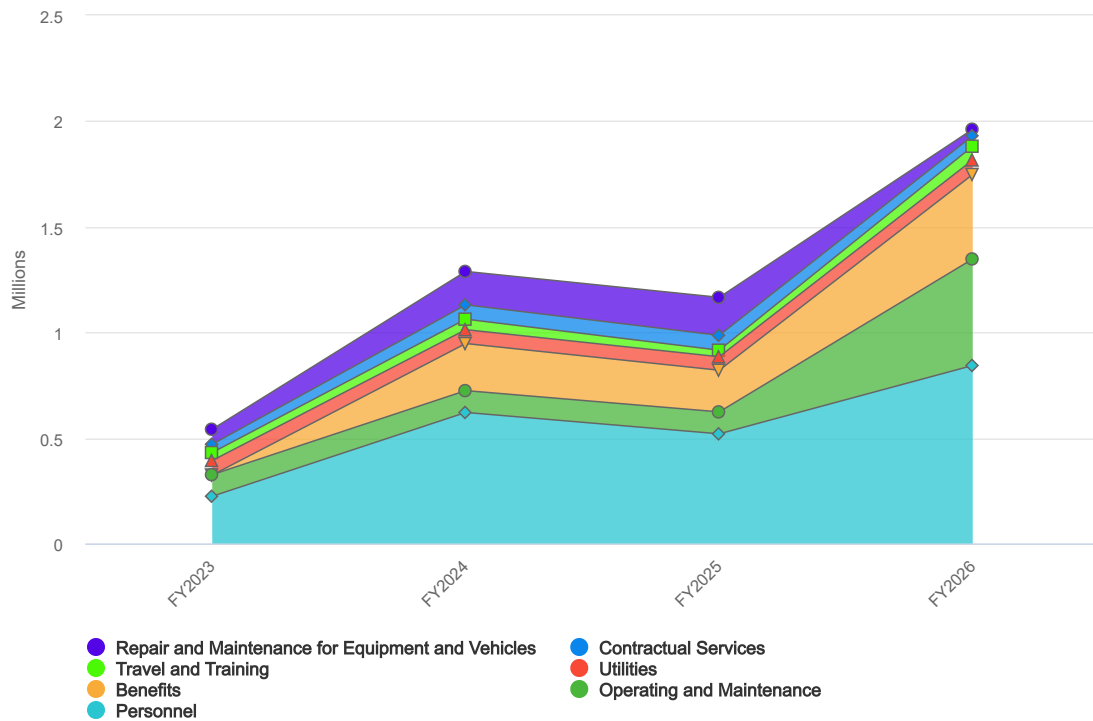


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Personnel	\$223,678	\$620,520	\$519,342	\$743,770	\$842,980	\$99,210
Benefits	-\$1,774	\$222,866	\$197,194	\$353,560	\$400,100	\$46,540
Operating and Maintenance	\$102,318	\$103,410	\$103,883	\$114,725	\$504,400	\$389,675
Contractual Services	\$39,255	\$68,039	\$70,269	\$56,065	\$49,800	-\$6,265
Travel and Training	\$37,876	\$49,771	\$31,152	\$59,600	\$65,000	\$5,400
Utilities	\$68,653	\$65,687	\$63,802	\$82,300	\$68,500	-\$13,800
Repair and Maintenance for Equipment and Vehicles	\$71,086	\$158,035	\$179,890	\$243,625	\$30,875	-\$212,750
Total Expense Objects:	\$541,092	\$1,288,329	\$1,165,532	\$1,653,645	\$1,961,655	\$308,010

Significant Changes from the Prior Year

- An increase in Personnel of \$99,210 is due to a 4% cost-of-living adjustment (COLA) and the reallocation of funding for a vacant Community Service Officer (CSO) position from Field Operations to Police Administration, to support a new Support Services Supervisor position.
- An increase in Benefits of \$46,540 is due to adjusting employee benefits coverage for healthcare and reallocating funding for a vacant Community Service Officer (CSO) position from Field Operations to Police Administration, to support a new Support Services Supervisor position.
- An increase in Operating and Maintenance of \$389,675 is primarily due to the reclassification of all subscription agreements, which were previously budgeted under Repair and Maintenance for Equipment and Vehicles, into the Subscription Agreements line within the Operating and Maintenance category. This change provides greater transparency and more accurate tracking of recurring technology costs. The increase includes annual cost adjustments of approximately 3% to 5% across all existing subscription services and the addition of a subscription agreement for the Flock Camera System.
- A decrease in Contractual Services of \$6,265 due to reallocating budgetary costs for subscription agreements, which are budgeted in the Operating and Maintenance category.
- An increase in Travel and Training of \$5,400 is due to the rising cost of officers' current training.
- A decrease in Utilities of \$13,800 is due to the reduction in reallocating funding to the Subscriptions Agreements line for proper accounting of agreements.
- A decrease in Repair and Maintenance for Equipment and Vehicles of \$212,750 resulted from reclassifying all subscription agreements into a dedicated Subscription Agreements line within the Operating and Maintenance category, in accordance with GASB guidelines, to enhance tracking, transparency, and accounting accuracy.



Departmental Accomplishments

- Operational Accomplishments
 - Achieved full staffing in the Dispatch center with the most recent hire
 - Conducted a staffing analysis and submitted recommendations for additional positions to enable two dispatchers on duty 24/7
 - Implemented multiple recommendations from the external audit of the Property and Evidence Room to enhance compliance and operational efficiency
 - Replaced outdated evidence refrigerators with five new commercial-grade units, each equipped with temperature alert systems to improve the security and integrity of stored evidence
- Technology Improvements
 - Successfully implemented the Rave Community Alert System, funded by the State of Arizona, to improve public safety notifications
 - Developed plans for FY 2025-2026 to increase public enrollment and expand the system's reach
 - Secured a National Integrated Ballistic Information Network (NIBIN) system, funded by the Pinal County Attorney's Office, enhancing firearm-related crime investigations
 - Trained three Criminal Investigations Unit staff as certified NIBIN technicians through Phoenix PD, enabling the Department to link seized firearms to other crimes more efficiently
 - Replaced all dispatch center chairs, improving ergonomics and comfort for dispatchers working long shifts
- Community Engagement
 - Hosted a successful Christmas with a Cop event at the Eloy Police Station
 - Expanded community outreach by holding the GAIN event at the Troy Thomas Center in Eloy, the first time this event has been held at this location
 - Strengthened regional partnerships by participating in public safety events hosted by Casa Grande PD, Coolidge PD, the Pinal County Sheriff's Office, and other agencies
 - Participated in a major tabletop exercise with the US Border Patrol, simulating a train/hazardous materials incident response
 - Launched the Adopt-A-School program, assigning on-duty patrol officers to specific schools in the community to engage with students, build positive relationships, and strengthen community trust
- Training Initiatives
 - Provided in-service training on law enforcement topics, including:
 - Mental health petitions
 - Defensive Tactics
 - TASER certification and requalification
 - Vehicle Extraction Techniques
 - Building Clearing
- Fiscal Management
 - Successfully managed multiple grant programs, ensuring timely programmatic reports and reimbursement requests for:
 - Operation Stone Garden (OPSG)
 - Department of Emergency and Military Affairs (DEMA) Anti-Human Trafficking Grant
 - Arizona School Safety Grant (SRO funding)
 - Secured five new patrol trucks, coordinated emergency equipment procurement, and completed up-fitting – all five trucks are now deployed
 - Procured two additional Police SUVs currently pending delivery and up-fit



Program Performance

Program Performance	Actual F.Y. 21-22	Actual F.Y. 22-23	Actual F.Y. 23-24	Estimated F.Y. 24-25	Target F.Y. 25-26
Cases Assigned to Criminal Investigations Unit	153	106	143	124	139
Cases Cleared by The Criminal Investigations Unit	126	79	116	97	112
Overtime Hours in Dispatch	1,156	1,088	1,095	1,092	1,045
Calls for Service	12,926	16,170	13,983	15,077	14,235
Software Subscriptions/Maintenance Agreements	12	13	13	17	17
Records Requests Processed	1,358	1,179	1,531	1,355	1,400



Field Operations



Sergio Banales
Chief of Police

The Eloy Police Department is committed to fostering strong partnerships with our community through proactive engagement, professional service, and a dedication to public safety. Our mission is to build trust, enhance transparency, and provide exceptional law enforcement services that protect and serve the residents of Eloy.

The Field Operations is the department's operational backbone, responsible for frontline law enforcement and emergency response. This division comprises five squads of uniformed officers and supervisors who provide 24/7 coverage across the city. In the past year, the Eloy Dispatch Center handled approximately 16,000 calls for service, resulting in over 6,000 investigations. These incidents range from crimes in progress and follow-up investigations to fire and medical emergency assistance, ensuring a comprehensive public safety response.

A key component of the Field Operations is the Traffic Unit, which specializes in traffic law enforcement, grant-funded initiatives, and DUI enforcement. The unit also manages the department's phlebotomy and drug recognition programs. It plays a critical role in the Pinal County Regional Vehicular Crimes Task Force, responding to fatal collisions across the county. Utilizing advanced technologies such as laser mapping and drones, the Traffic Unit enhances forensic mapping for major crime scenes, contributing to more efficient and accurate investigations.

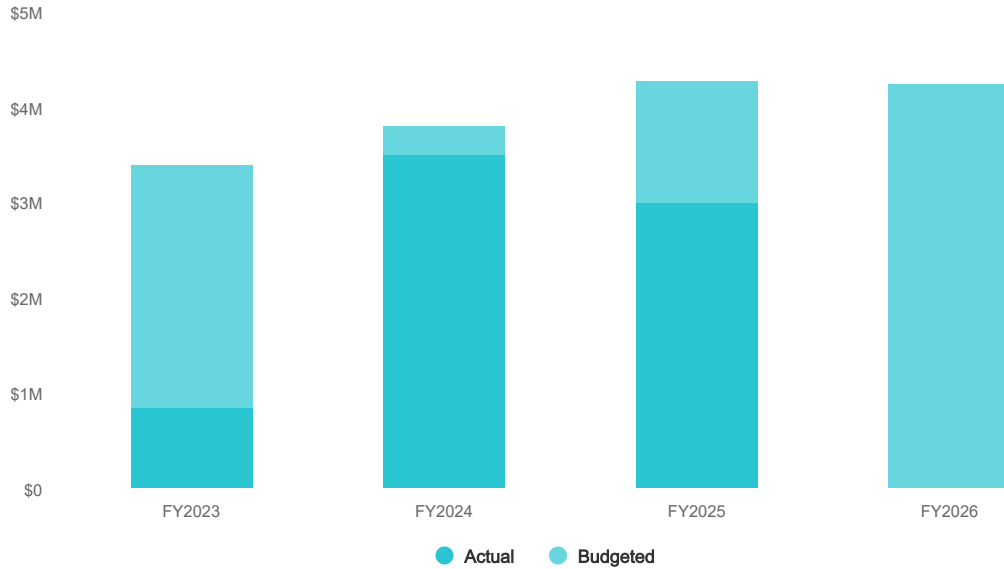
Additionally, the Field Operations leads the department's newly launched Adopt-A-School initiative. This initiative fosters relationship building and collaboration with students and school staff. On-duty patrol officers are assigned a specific school within the community and are expected to proactively engage with school administration and students, conduct safety checks, assist in emergency planning, and enforce school zone traffic laws when able to.

Through the dedication of Field Operations Department, the Eloy Police Department continues to uphold its mission, vision, and values—reinforcing public confidence and strengthening community relationships through accountability, innovation, and exceptional service.

Expenditures Summary

\$4,249,090 **-\$26,355**
(-0.62% vs. prior year)

Field Operations Proposed and Historical Budget vs. Actual



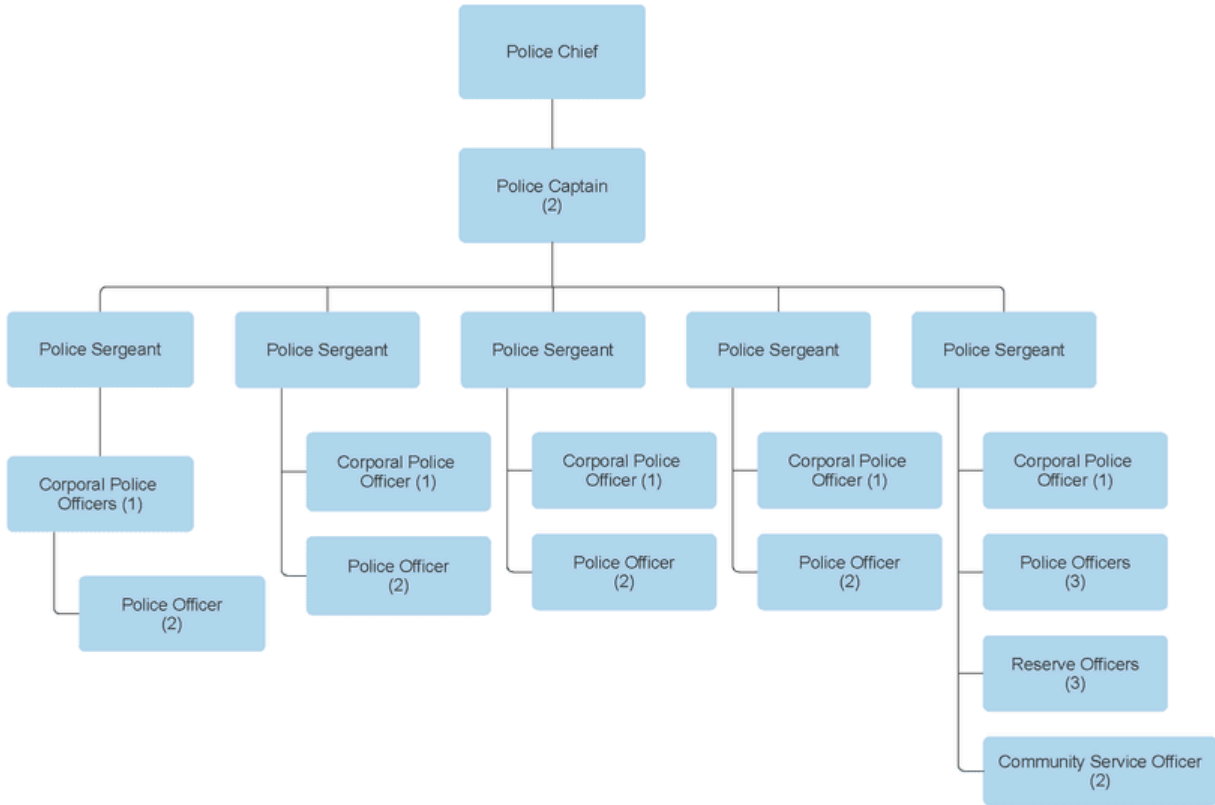
Budget Objectives

- In Fiscal Year 2025-2026, the Field Operations Department will focus on initiatives that enhance public trust, improve service delivery, and leverage technology for better outcomes. Our key objectives include:
- Strengthening Community Engagement and Quality of Life Initiatives
 - Expand partnerships with residents, businesses, and local organizations to proactively address community concerns.
 - Increase officer participation in neighborhood meetings, outreach programs, and problem-solving efforts.
- Commitment to Constitutional Policing and Professional Excellence
 - Ensure all officers receive enhanced training in de-escalation tactics, constitutional law, and procedural justice to reinforce fair and equitable policing.
 - Emphasize transparency and accountability through regular audits, body-worn camera reviews, and internal policy updates.
 - Maintain a high standard of professionalism and integrity in all officer interactions.
- Leveraging Technology for Smarter Policing
 - Expand the use of AI-assisted report writing, body camera auto-transcription, and data analytics to improve efficiency and accuracy in police reporting.
 - Leverage real-time crime data tracking to proactively address emerging crime trends and allocate resources more effectively.
 - Enhance forensic crime scene mapping capabilities using drones and other advanced technology for major crime and traffic collision investigations.
- Optimizing Training, Recruitment, and Volunteer Programs
 - Under the leadership of the new Field Services Division Operations Sergeant, implement improvements to the Field Training Program to ensure new officers are better prepared for policing our community.
 - Expand and improve upon our existing Reserve Officer Program to supplement staffing needs with trained, part-time officers.
 - Grow the Citizens on Patrol Volunteer Program, encouraging community members to support public safety efforts through non-enforcement roles.
- Strategic Grant Utilization and Fiscal Responsibility
 - The Field Services Division Operations Sergeant will focus on securing state and federal grants to support equipment purchases, training initiatives, and community programs.
 - Identify new funding sources to enhance officer safety, improve response capabilities, and support technology-driven policing efforts.
- Modernizing the Police Vehicle Fleet
 - Continue integrating modern patrol vehicles that enhance officer safety, reduce maintenance downtime, and improve response times.
 - Expand the use of fleet technology, such as integrated mobile data terminals (MDCs) and automatic vehicle locators (AVL), to enhance operational efficiency.
 - Improved fleet management through the use of a single point-of-contact sergeant who oversees all aspects of fleet assignments, and coordinates all matters concerning the police fleet, including repair and maintenance, with the City's fleet services division.

These initiatives will ensure the Field Operations Department remains responsive, professional, and proactive in addressing community concerns while embracing technological advancements to improve service delivery.

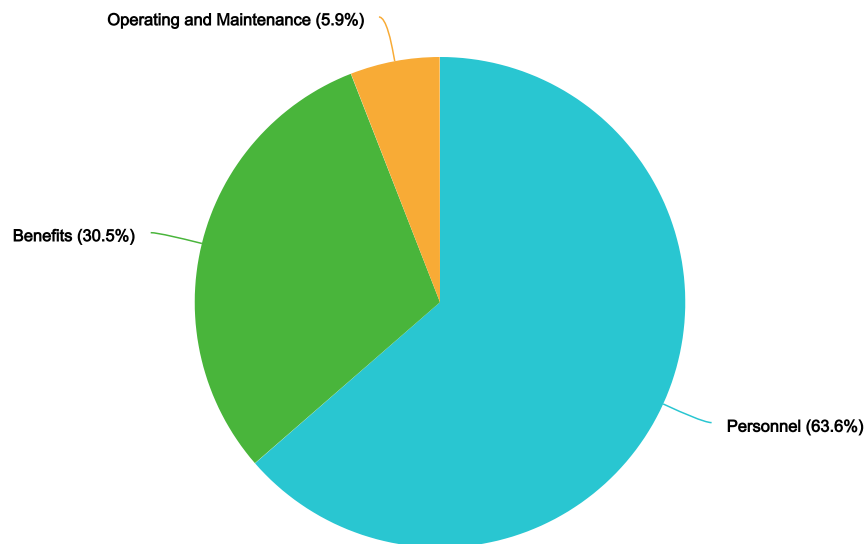


Organizational Chart

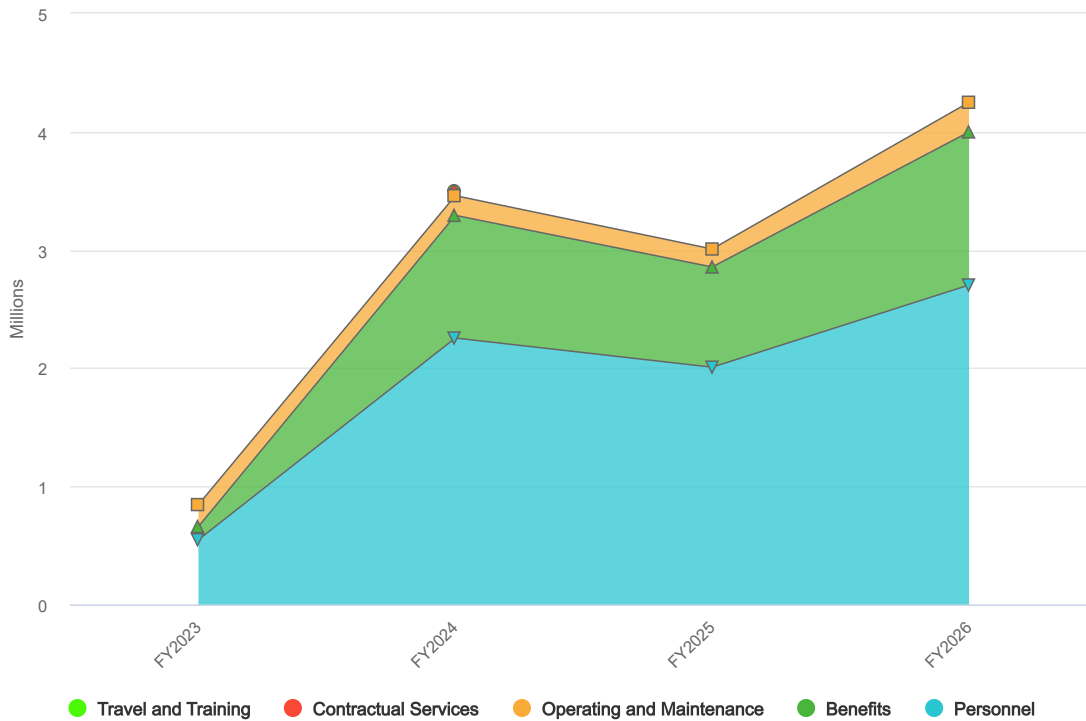


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Personnel	\$548,301	\$2,254,377	\$2,007,636	\$2,746,055	\$2,702,930	-\$43,125
Benefits	\$111,458	\$1,037,774	\$847,948	\$1,320,500	\$1,295,160	-\$25,340
Operating and Maintenance	\$185,550	\$166,893	\$152,218	\$208,890	\$251,000	\$42,110
Contractual Services	\$0	\$40,000	\$0	\$0	\$0	\$0
Travel and Training	\$0	\$1,759	\$0	\$0	\$0	\$0
Total Expense Objects:	\$845,309	\$3,500,803	\$3,007,801	\$4,275,445	\$4,249,090	-\$26,355

Significant Changes from the Prior Year

- A decrease in Personnel of \$43,125 is primarily due to the reallocation of funding for a vacant Community Service Officer (CSO) position from Field Operations to Police Administration, to support a new Support Services Supervisor position. Additionally, a 4% cost-of-living adjustment (COLA) is budgeted. .
- A decrease in Benefits of \$25,340 is due adjusting employee benefits changes for healthcare and the reallocation of funding for a vacant Community Service Officer (CSO) position from Field Operations to Police Administration, to support a new Support Services Supervisor position.
- An increase in Operating and Maintenance of \$42,100 is due to the increases in prices for ammunition, drug testing supplies, evidence supplies, and personal protective equipment are seeing an increase in prices from 5% to 10%.

Departmental Accomplishments

- Department Reorganization and Leadership Expansion
 - Under the leadership of Chief Banales, the department successfully restructured its operations, creating new positions to improve efficiency and service delivery.
 - Established the Field Services Division Operations Sergeant position to enhance training, oversee reserve officers, manage the Citizens on Patrol volunteer program, and support grant writing efforts.
 - Created a Fleet Manager position within the patrol division to streamline vehicle assignments, ensure proper maintenance, and improve coordination with the City's Fleet Services Department.
- Traffic Unit and Regional Collaboration
 - The Traffic Unit, which was previously unstaffed, is now operational with dedicated officers addressing traffic enforcement, DUI patrols, and grant-funded roadway safety initiatives.
 - Reengaged with the Pinal County Regional Vehicular Crimes Unit, enhancing our ability to investigate fatal collisions and prosecute impaired drivers.
- Enhanced Officer Training and Equipment
 - Conducted 30 hours of in-service training, including advanced tactical firearms training for all sworn personnel.
 - Secured a utility trailer for transporting range equipment to improve training logistics.
 - Leveraged available funding to purchase a portable light trailer, enhancing nighttime training and crime scene management capabilities.
- Recruitment and Retention Success
 - On-boarded and successfully graduated one recruit officer from the Gilbert Police Academy in February 2024 as part of our continued recruitment efforts.
 - Expanded partnerships with local law enforcement academies and community colleges to attract new recruits and enhance our hiring pipeline.
- Technology and Equipment Advancements
 - Launched AI-assisted report writing tool to improve officer report writing.
 - Deployed seven new patrol vehicles to the field.
- Community Engagement and School Safety Initiatives
 - Strengthened school security efforts through collaboration with the Arizona Rangers and patrol officers to enhance safety at high school football and basketball games.
 - Launched the Department's Adopt-A-School initiative, pairing on-duty patrol officers with local schools to foster relationship building and trust.
- Officer Training and Professional Development
 - Provided advanced in-service training in the following areas:
 - Mental Health
 - Advanced Tactical Firearms and Room Clearing Drills
 - Defensive tactics, use-of-force investigations, vehicle extractions, and drone operations, ensuring officers remain current with evolving law enforcement practices
 - CPR and first aid certification department-wide
 - New supervisors attended formal supervisor training
- Operational Efficiency and Proactive Policing
 - Streamlined reporting procedures, reducing administrative burdens on officers and allowing for more time dedicated to proactive policing, including traffic enforcement and crime prevention initiatives.



Program Performance

Program Performance	Actual F.Y. 21-22	Actual F.Y. 22-23	Actual F.Y. 23-24	Estimated F.Y. 24-25	Target F.Y. 25-26
Traffic Stops	4,176	3,128	2,495	1,575	2,100
Arrests	1,178	927	813	650	800
Training Hours for Sworn Staff (Police Officers)	663	928	1,280	1,400	1,400
Collision Investigations	283	220	199	233	190
Police Incident Reports	4,314	5,678	5,200	6,000	6,100
Marked Police Vehicles	16	18	18	18	18



Animal Control



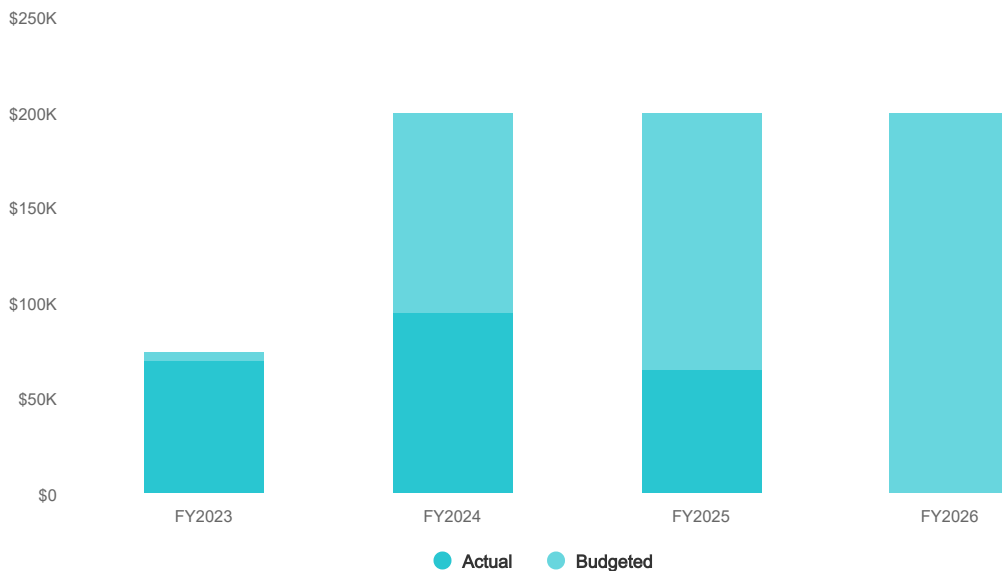
Sergio Banales
Chief of Police

Animal Control Services are provided through an Intergovernmental Agreement (IGA) with Pinal County Animal Care & Control. Goals include increased participation at rabies clinics, along with promoting to the public the importance of compliance with City Code animal licensing requirements. Licensed animals are more easily reunited with their owners.

Expenditures Summary

\$200,000 **\$0**
(0.00% vs. prior year)

Animal Control Proposed and Historical Budget vs. Actual

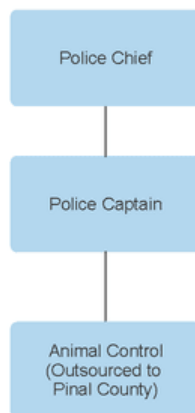


Budget Objectives

- Ensure Compliance and Maintain Service Levels: Continue overseeing the delivery of Animal Control Services in accordance with the terms of the Intergovernmental Agreement (IGA). Work collaboratively with Pinal County Animal Care and Control to ensure the community receives timely and effective services
- Enhance Public Awareness and Accessibility: Strengthen outreach efforts to educate residents on available Animal Control Services, including reporting procedures and responsible pet ownership. Leverage digital platforms, public meetings, and community events to increase engagement and awareness
- Evaluate and Address Emerging Community Needs: Collaborate with Pinal County Animal Care and Control to assess evolving community concerns related to animal welfare, stray populations, and enforcement needs. Use data-driven insights to recommend service enhancements where feasible
- Improve Interagency Communication and Coordination: Foster a more structured communication framework between the Eloy Police Department and Pinal County Animal Care and Control. Establish regular check-ins, reporting protocols, and shared data access to enhance service coordination and responsiveness
- Strengthen Community Engagement and Feedback Mechanisms: Develop a structured approach to gathering public input regarding Animal Control Services, ensuring community concerns and suggestions are documented and reviewed for potential improvements. Utilize surveys, direct outreach, and town hall meetings to facilitate transparency and responsiveness

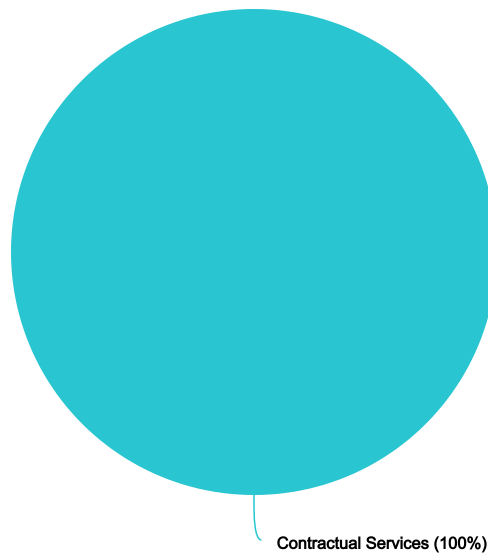
Organizational Chart

ANIMAL CONTROL ORGANIZATIONAL CHART

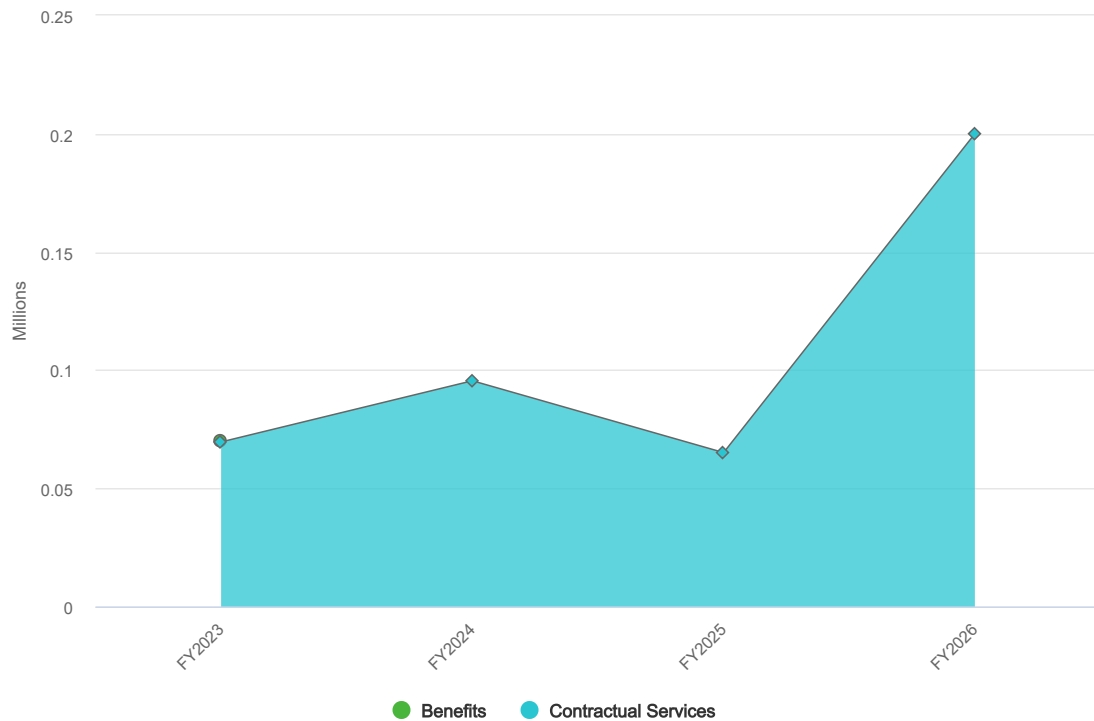


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Benefits	\$540	\$0	\$0	\$0	\$0	\$0
Contractual Services	\$69,612	\$95,491	\$65,117	\$200,000	\$200,000	\$0
Total Expense Objects:	\$70,152	\$95,491	\$65,117	\$200,000	\$200,000	\$0

Significant Changes from the Prior Year

- There are no notable changes exceeding \$3,000 in the FY 2025–2026 budget.

Department Accomplishments

- Entere into an IGA with Pinal County for Animal Control services.

Program Performance

N/A – Contractually provided services



Public Works Departments



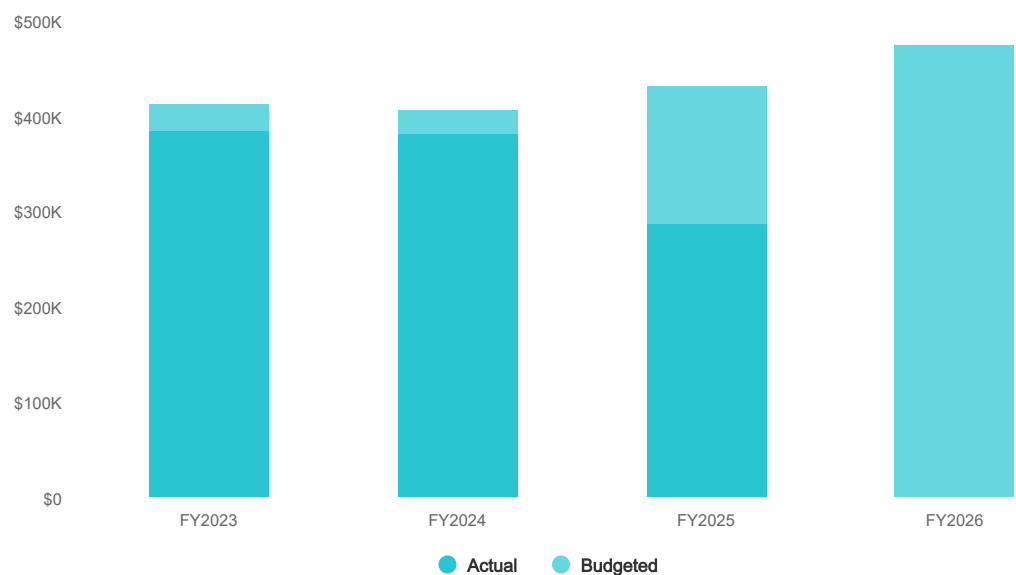
Matt Rencher
Public Works Director

The Public Works division includes several departments within the General Fund, such as GIS, Vehicle Maintenance, and Public Works Administration. Additional departments that fall under Public Works but are funded outside the General Fund include Streets, Water, Wastewater, and Sanitation.

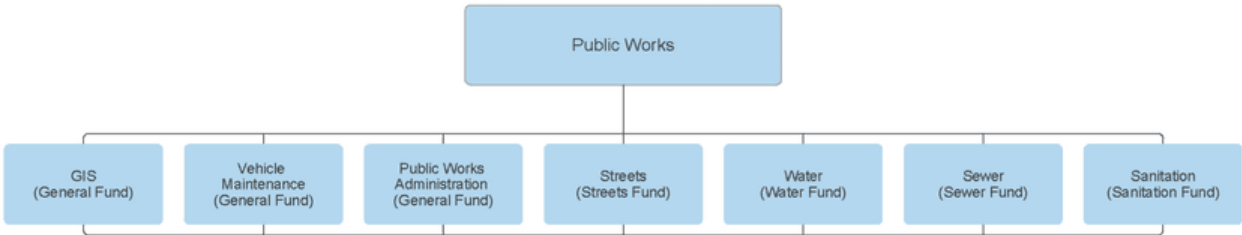
Expenditures Summary

\$474,760 **\$42,440**
(9.82% vs. prior year)

Public Works Departments Proposed and Historical Budget vs. Actual

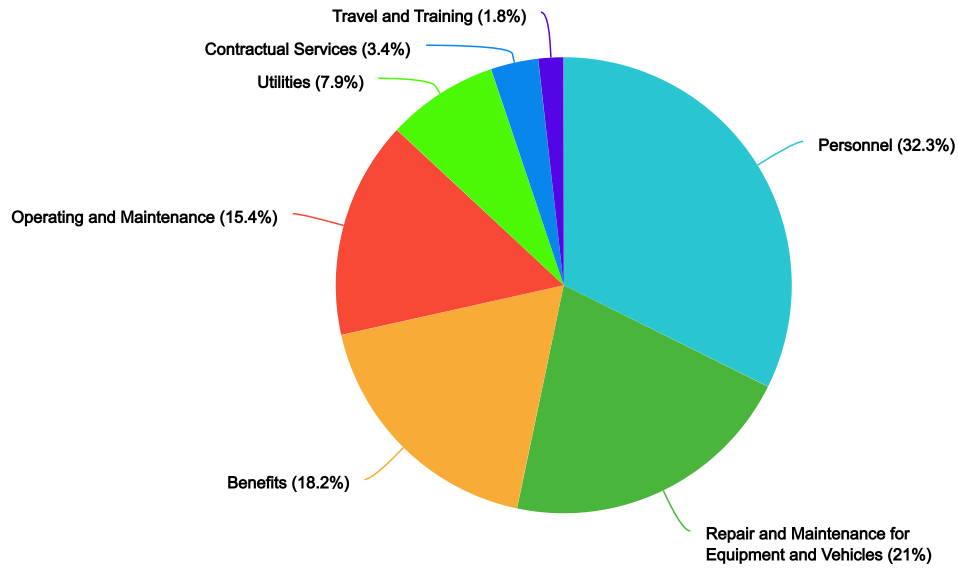


Organizational Chart



Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Personnel	\$144,729	\$134,166	\$101,270	\$148,740	\$153,530	\$4,790
Benefits	\$70,663	\$59,944	\$54,140	\$77,135	\$86,430	\$9,295
Operating and Maintenance	\$50,044	\$50,700	\$28,509	\$57,790	\$73,300	\$15,510
Contractual Services	\$9,272	\$23,864	\$13,627	\$15,680	\$16,000	\$320
Travel and Training	\$4,905	\$2,924	\$1,229	\$7,975	\$8,500	\$525
Utilities	\$22,932	\$24,577	\$23,727	\$25,500	\$37,500	\$12,000
Repair and Maintenance for Equipment and Vehicles	\$82,953	\$86,136	\$65,407	\$99,500	\$99,500	\$0
Total Expense Objects:	\$385,499	\$382,312	\$287,910	\$432,320	\$474,760	\$42,440



G.I.S.



Matt Rencher
Public Works Director

The goal of the GIS Department is to develop and implement an accurate, comprehensive, and up-to-date Geographic Information System. Along with providing quick and easy access to GIS information by promoting the use of GIS to expedite the work process.

The GIS department is responsible for City-wide GIS data management and maintenance, establishing accuracy standards, updating procedures, creating and developing new GIS data, application development, analysis, and producing informative maps, and reports.

Expenditures Summary

\$63,420

\$4,990
(8.54% vs. prior year)

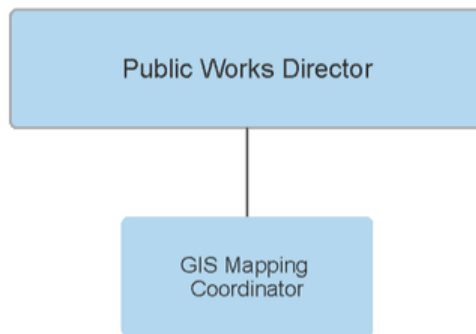
G.I.S. Proposed and Historical Budget vs. Actual



Budget Objectives

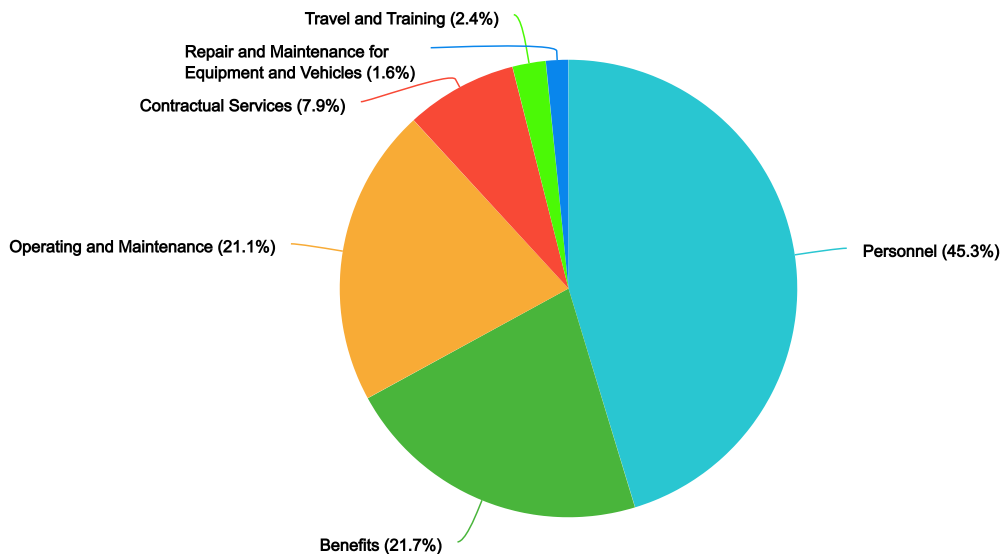
- Obtain FAA Part 107 to become a certified drone remote pilot.
- Continue updates to parcels, water meters, signs and other assets as needed.
- Work to get the Caselle map working in order to manage meter shut-offs/turn-ons. Avoiding duplicate work order systems.
- Get ordinance approved by Council to rename 15 street names to avoid future conflicts.
- Migrate the remaining ArcMaps to ArcGIS Pro.
- Progress is being made on updating meta data for the hundreds of layers of GIS data. Also making progress with SOP's of GIS processes.

Organizational Chart

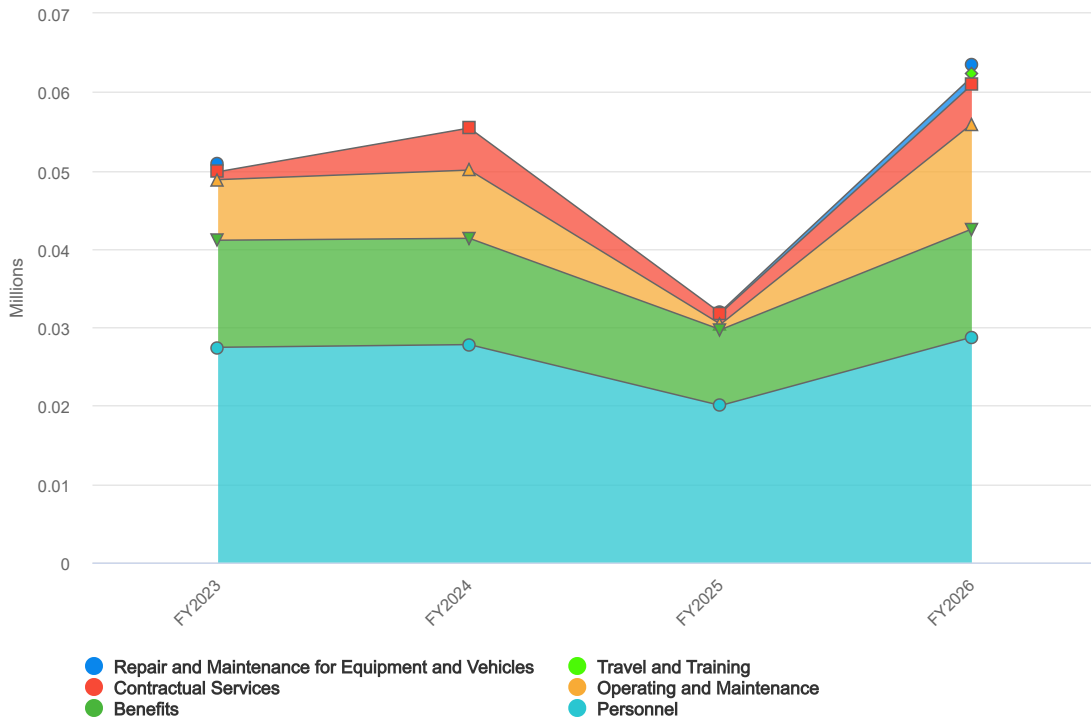


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Personnel	\$27,440	\$27,785	\$20,018	\$27,790	\$28,730	\$940
Benefits	\$13,652	\$13,552	\$9,671	\$13,640	\$13,790	\$150
Operating and Maintenance	\$7,726	\$8,698	\$692	\$9,500	\$13,400	\$3,900
Contractual Services	\$1,009	\$5,363	\$1,417	\$5,000	\$5,000	\$0
Travel and Training	\$0	\$0	\$0	\$1,500	\$1,500	\$0
Repair and Maintenance for Equipment and Vehicles	\$964	\$0	\$190	\$1,000	\$1,000	\$0
Total Expense Objects:	\$50,791	\$55,398	\$31,988	\$58,430	\$63,420	\$4,990

Significant Changes from the Prior Year

- An increase in Operating and Maintenance of \$3,900 is due to an additional licenses to the ARC GIS program.

Departmental Accomplishments

- Developed and provided rest services for iWorQ. This includes parcels, water, wastewater, and street assets.
- Migrated 10 interactive web maps to experience builder.
- Migrated the majority of ArcMaps to ArcGIS Pro.
- Developed a Public Works and Planning Dashboard.
- Developed a Planning, Utility, Right-of-way, and Code Violations web application using experience builder.
- Deployed 13 mobile devices for managing work orders, assets, and mapping.
- Created and updated scripts to automate tasks.
- Updated EMAPS for a better look and feel.

Program Performance

Program Performance	Actual F.Y. 21-22	Actual F.Y. 22-23	Actual F.Y. 23-24	Estimated F.Y. 24-25	Target F.Y. 25-26
Address Assigned	112	35	100	12	120
AGOL Usage	4,248	5,012	9,021	10,500	12,000
PDF maps created or updated	217	307	310	160	200
Filled Record Requests	26	16	23	20	20
Feature Layers Published	91	102	135	152	165



Vehicle Maintenance



Matt Rencher
Public Workers Director

The Vehicle Maintenance Department is driven by a vision to be a proactive, innovative, and highly efficient team that ensures the city's fleet is safe, reliable, and sustainable. The department supports the city's growth and essential operations by maintaining a well-functioning, cost-effective fleet. Its primary goal is to reduce downtime, enhance efficiency, and ensure vehicle availability while staying within budget and maintaining compliance with all safety and regulatory standards. Through strategic planning and continuous improvement, the division aims to set the standard for excellence in fleet management and contribute to a cleaner, safer, and more efficient community.

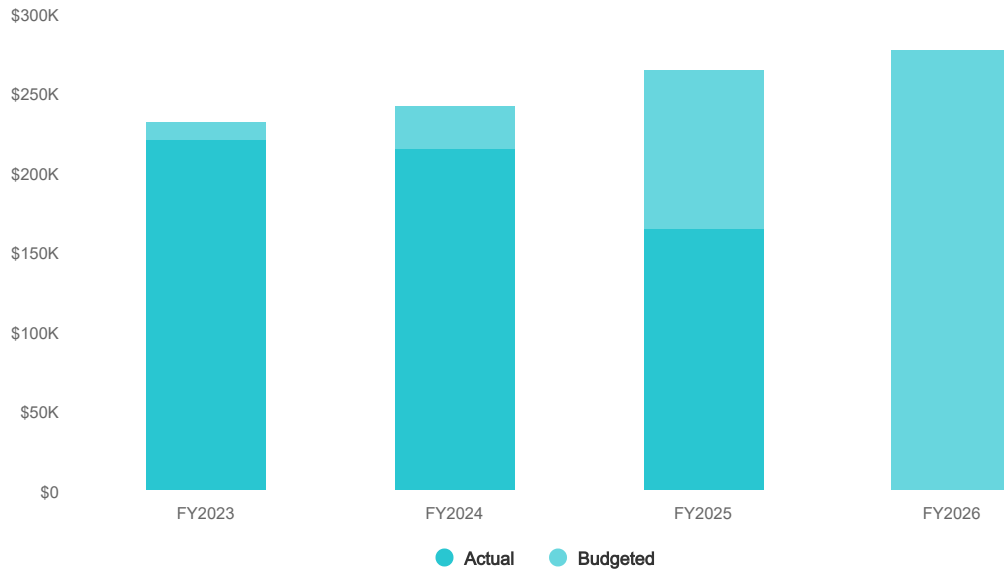
Core responsibilities include the routine maintenance, repair, and diagnostics of all city-owned vehicles and equipment to ensure optimal performance. A comprehensive preventative maintenance program is in place to reduce breakdowns and extend the lifespan of fleet assets. The department also performs regular safety inspections to ensure compliance with local, state, and federal regulations, supporting the safety of city personnel and the public alike.

To keep operations running smoothly, the department manages parts and supply inventory, ensuring timely repairs and maintenance without delays. It also monitors maintenance costs to stay within budget while maximizing fleet efficiency and longevity. Accurate record-keeping is maintained for all fleet assets, and the division is prepared to respond promptly to emergency repairs to minimize service disruptions. These combined efforts support the city's essential functions and contribute to dependable, cost-effective municipal services.

Expenditures Summary

\$277,200 **\$12,195**
(4.60% vs. prior year)

Vehicle Maintenance Proposed and Historical Budget vs. Actual

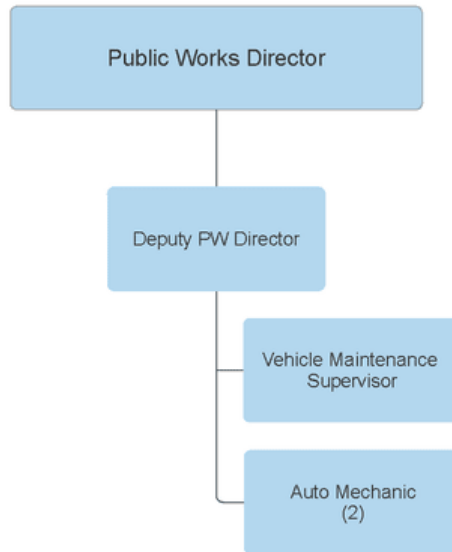


Budget Objectives

- Service Delivery - Deliver high-quality, cost-effective, and dependable maintenance and repair services for the City of Eloy's fleet of vehicles and equipment.
- Asset Performance—Through strategic maintenance practices, promote the safety, longevity, and optimal performance of all city-owned fleet assets.
- Preventive Maintenance - Implement a proactive maintenance program that emphasizes timely repairs, routine servicing, and comprehensive inspections.
- Operational Efficiency - Reduce vehicle and equipment downtime to improve efficiency and reduce long-term maintenance expenditures.
- Service Support - Ensure continuity of city operations by maintaining a reliable and responsive fleet that meets departmental service demands.
- Regulatory Compliance - Maintain full compliance with all applicable safety regulations and industry standards while addressing the community's evolving needs.

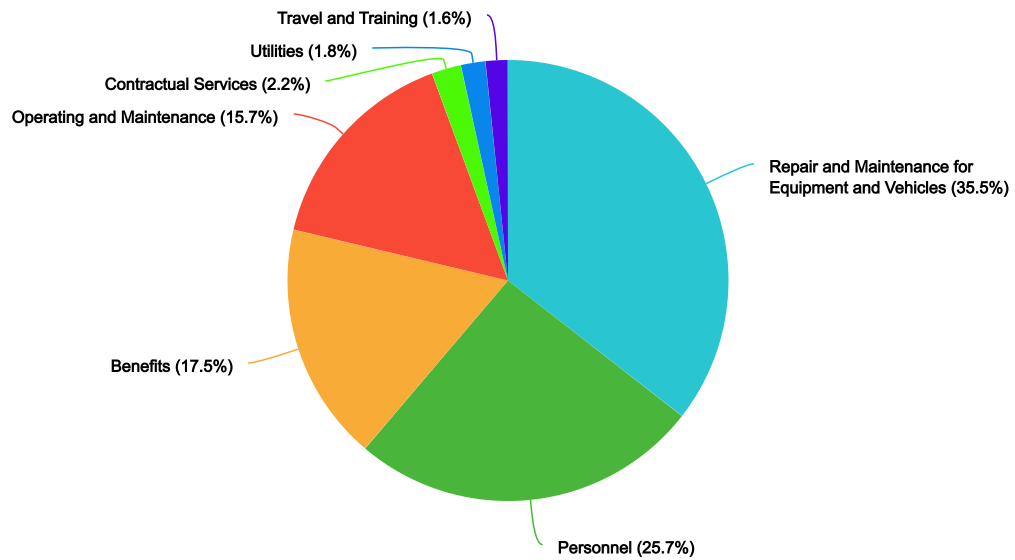


Organizational Chart

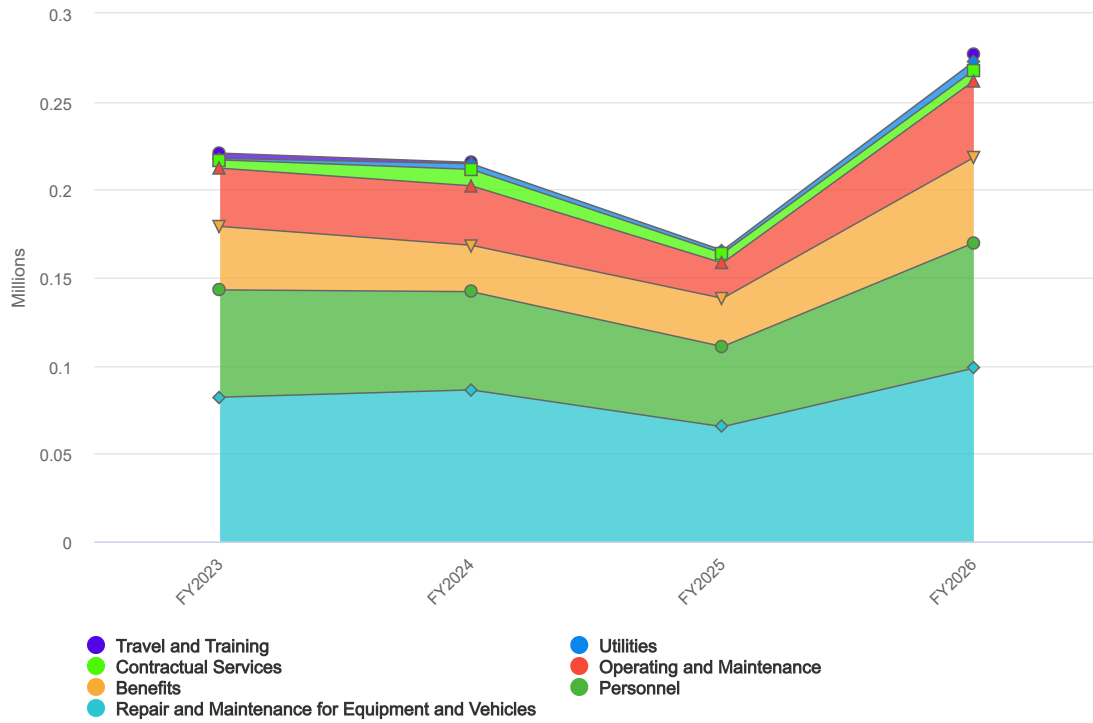


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Personnel	\$60,978	\$55,829	\$45,537	\$70,085	\$71,200	\$1,115
Benefits	\$36,050	\$26,354	\$27,414	\$41,775	\$48,500	\$6,725
Operating and Maintenance	\$33,098	\$33,782	\$20,058	\$40,990	\$43,500	\$2,510
Contractual Services	\$4,726	\$9,337	\$5,543	\$5,680	\$6,000	\$320
Travel and Training	\$2,920	\$763	\$0	\$3,975	\$4,500	\$525
Utilities	\$906	\$3,209	\$1,624	\$4,000	\$5,000	\$1,000
Repair and Maintenance for Equipment and Vehicles	\$81,989	\$86,136	\$65,217	\$98,500	\$98,500	\$0
Total Expense Objects:	\$220,667	\$215,410	\$165,393	\$265,005	\$277,200	\$12,195

Significant Changes from the Prior Year

- An increase in Benefits of \$6,725 is due to adjusting employee benefits coverage for healthcare.

Departmental Accomplishments

- Completed full inventory of vehicles and equipment with a thorough and detailed inventory of all city-owned vehicles and equipment, ensuring accurate and up-to-date records. All data was successfully entered into the IWORQ system for streamlined tracking and management.
- Conducted a comprehensive parts inventory of all parts in the fleet maintenance shop, identifying obsolete or unused parts. Returned excess inventory to vendors for credit, resulting in cost savings and more efficient management of resources.
- Reorganized the shop for improved workflow by redesigning and reorganizing the fleet maintenance shop to enhance efficiency and improve the overall workflow. This restructuring minimized downtime, optimized space, and made tools and materials more accessible for technicians, leading to faster response times and improved productivity.
- Acquired a service truck for mobile repair services with all necessary tools and equipment to provide mobile repair services. This new addition enhances the department's ability to respond to on-site repair needs, minimizing vehicle downtime and improving overall service efficiency for the city's fleet.

Program Performance

Program Performance	Actual F.Y. 21-22	Actual F.Y. 22-23	Actual F.Y. 23-24	Estimated F.Y. 24-25	Target F.Y. 25-26
Vehicles Serviced	99	105	113	120	125
Pieces of Equipment Serviced	33	35	39	25	30
In-House Alignments (* New Alignment Machine Purchased 12/21))	15	17	20	25	30



Public Works Administration



Matt Rencher
Public Works Director

The Public Works Administration oversees seven departments—Streets, Sanitation, Water, Sewer, Engineering, GIS, and Vehicle Maintenance - ensuring efficient operations and high-quality service to the Eloy community. Key responsibilities include coordinating essential services and fostering a culture of continuous learning by supporting professional development and career growth opportunities for administrative staff.

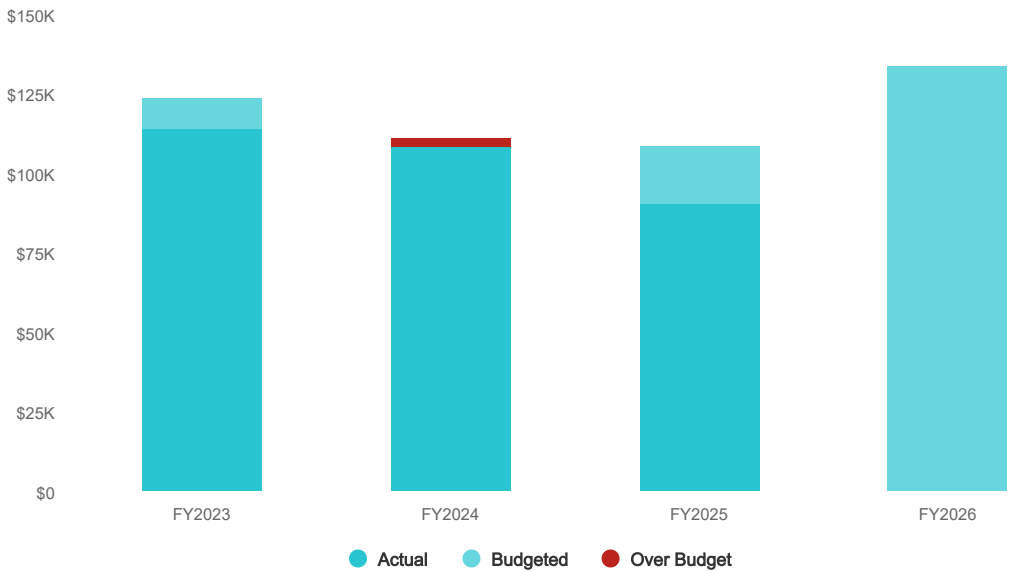
Through strategic planning and innovation, the Administration aims to improve operational effectiveness, enhance customer service, and uphold the highest standards of public service for the residents of Eloy.

Our vision is to be a model of excellence in public service, delivering responsive and professional administrative support that drives department efficiency, fosters innovation, and strengthens community engagement.

Expenditures Summary

\$134,140 **\$25,255**
(23.19% vs. prior year)

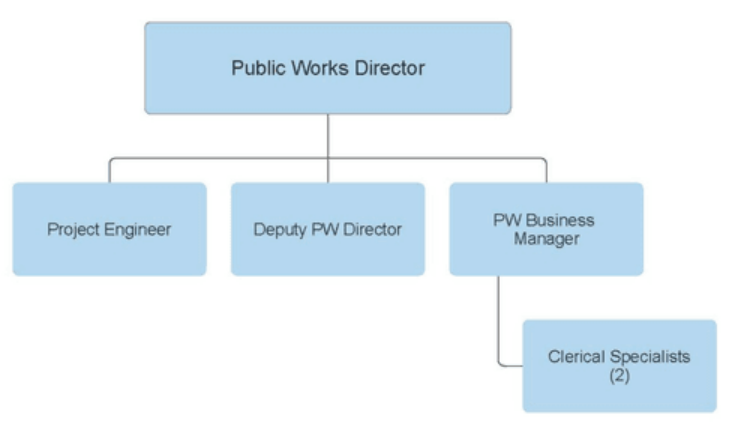
Public Works Administration Proposed and Historical Budget vs. Actual



Budget Objectives

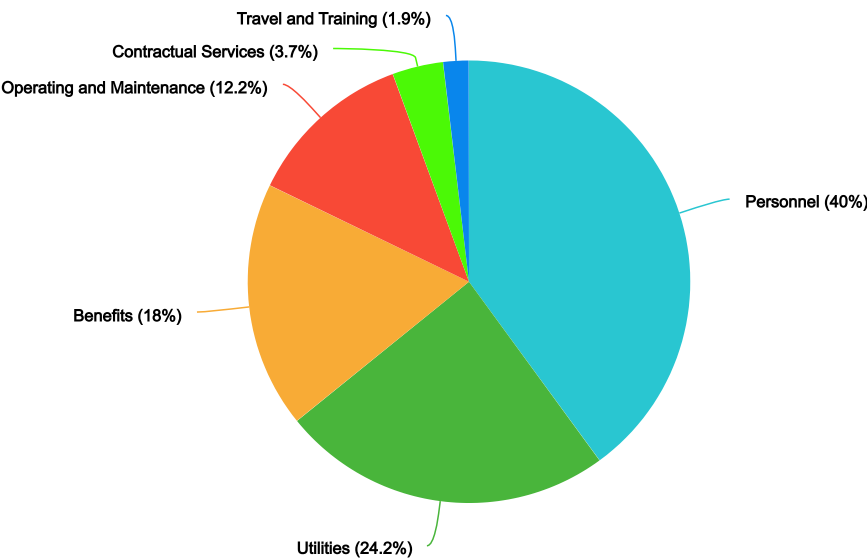
- Enhance operational efficiency to improve administrative processes, technology, and staff support systems, ensuring seamless coordination across all seven departments.
- Invest in professional development for training programs, certifications, and career development opportunities to enhance the skills and expertise of administrative staff.

Organizational Chart

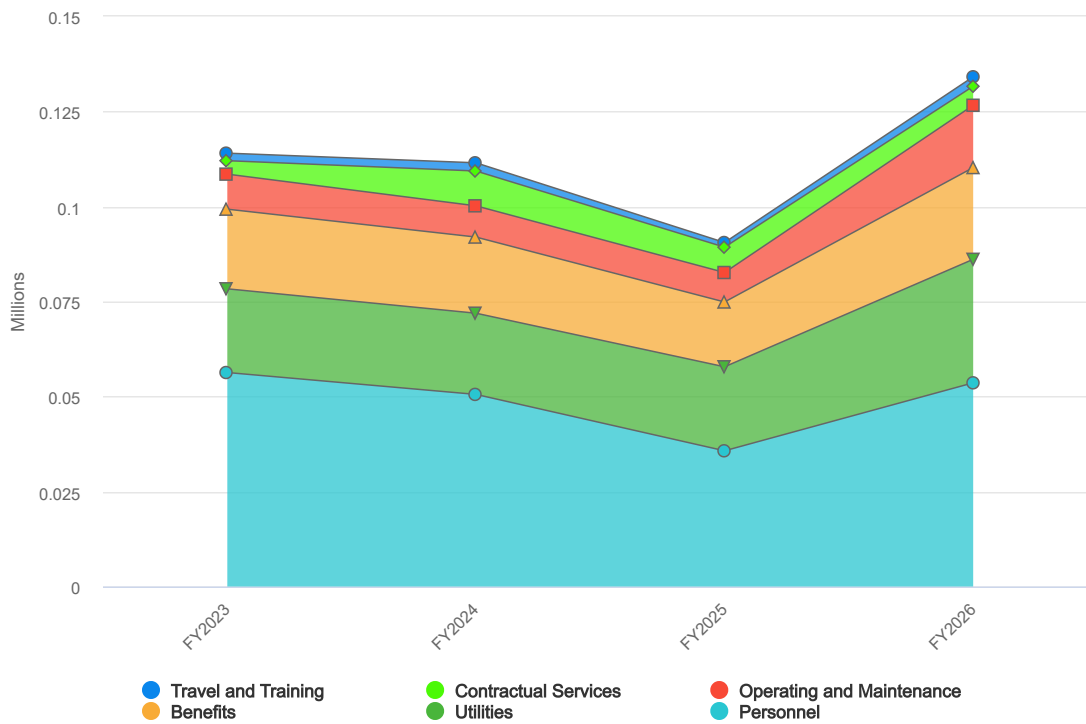


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals as of Quarter 3	FY2025 Budgeted	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (\$ Change)
Expense Objects						
Personnel	\$56,311	\$50,553	\$35,714	\$50,865	\$53,600	\$2,735
Benefits	\$20,961	\$20,038	\$17,055	\$21,720	\$24,140	\$2,420
Operating and Maintenance	\$9,220	\$8,220	\$7,758	\$7,300	\$16,400	\$9,100
Contractual Services	\$3,537	\$9,164	\$6,668	\$5,000	\$5,000	\$0
Travel and Training	\$1,985	\$2,162	\$1,229	\$2,500	\$2,500	\$0
Utilities	\$22,027	\$21,368	\$22,103	\$21,500	\$32,500	\$11,000
Total Expense Objects:	\$114,042	\$111,505	\$90,528	\$108,885	\$134,140	\$25,255

Significant Changes from the Prior Year

- An increase in Operating and Maintenance of \$9,100 is due to new office furniture, uniforms, and higher office supply costs.
- An increase in Utilities of \$11,000 is due to an increase in the cost of electricity and Verizon digital services.

Departmental Accomplishments

- The Administration staff processed 3,918 work orders in the iWorQ system in FY 2023-24 for the following departments: Sanitation (bulk trash) Streets, Water, and Sewer.



Program Performance

Program Performance	Actual F.Y. 21-22	Actual F.Y. 22-23	Actual F.Y. 23-24	Estimated F.Y. 24-25	Target F.Y. 25-26
Work Orders Processed	4,646	3,665	3,918	3,036	3,250
Invoices Processed	386	291	890	1,198	1,250



CAPITAL IMPROVEMENTS



Capital Improvement Plan

The Capital Improvements Plan (CIP) contains all of the City's individual capital projects, equipment purchases, and major studies, in conjunction with financing plans for the next five (5) years. The CIP plan provides a working blueprint for sustaining and improving the community's infrastructure and service delivery equipment.

The success of a plan or a planning process is measured by the degree of its implementation. Since resources are limited, it is crucial for the City of Eloy to follow a consistent, objective path to allocate funding for future capital improvements. The following implementation program outlines the specific steps necessary to implement the CIP and perform the annual update.



Capital Improvement Plan Guidelines

To distinguish between capital items and operating items, the following capital project definition was developed.

Capital projects - Are non-consumable items with a useful life of more than one year and an initial individual price exceeding \$5,000, including expenditures for major capital projects and items such as city buildings, parks, acquisition of land, major street construction, and reconstruction, water, and sewer lines and any other project which adds to the capital assets or infrastructure of the City.

The CIP is to be used as a guide in decision-making. The CIP is intentionally developed in the most a-political environment possible with the full knowledge that the final decisions will be made in the political arena. The CIP is an objective basis for making decisions in a very subjective environment.

The process for the CIP's development is divided into four key phases, culminating in the presentation of a Capital Improvements Plan to the City Council for approval.

1. Financial Analysis - Examined the City's recent revenues, expenditures, current debt, and bonding capacity.
2. Needs Assessment - The Council and Department Heads outlined future needs.
3. Capital Project Evaluation Criteria - CIP projects were evaluated and prioritized by Management.
4. Capital Improvements Plan - All the preceding steps culminated in developing the plan document that is updated on an annual basis.

Financial Analysis

When determining what resources are available to fund needed infrastructure improvements, it is essential to carefully examine the City's current financial condition and possible funding alternatives. Like most communities, the City of Eloy will most likely always have more wants and needs than financial resources.

In developing the CIP, a complete financial analysis is conducted. Funding options, municipal revenue trends, the community's borrowing capacity, and current debt are reviewed.

Funding Options

The City of Eloy has been funding capital improvement projects for many years. The key to implementing the CIP is consistent, systematic funding. The following options are considered when analyzing potential funding sources for CIP Projects.

- **Pay-As-You-Go Out of Current Revenues** - The City currently receives the bulk of its revenues through local sales taxes, state sales tax, and state income tax. The City also receives funding from state fuel taxes which are restricted for transportation-related expenditures.
- **Municipal Bonds** - The City can issue bonds for capital projects. Municipal bonds are paid back over a period of time with interest. The City's ability to bond is discussed in more detail in the bonding capacity section. The voters must approve the issuance of municipal bonds.
- **Certificates of Participation/Municipal Property Corporations** - These are funding mechanisms used by many municipal governments that allow the municipality to borrow funds without voter approval. The debt is paid back much like a bond – over time with interest. The City does not currently qualify for this option.
- **Lease-Purchase Agreements** - This is a method of financing capital projects that lessens the up-front costs to the municipality. While interest is paid, the payoff period is typically a shorter period than bonds, and the municipality will own the project at the termination of the agreement.
- **Improvement Districts** - This financing method is used to raise capital for projects where the residents who benefit from the improvements pay for them over time.
- **Grants** - Federal, state, and county grants are available to finance capital projects. Many of these grants require the municipality to participate either financially or through "in-kind" matches. The City is currently aggressively attempting to obtain county, state, and federal grants.
- **User Fees** - Fees paid by service users to maintain existing facilities and develop additional capacity.



Capital Improvements: FY 2025-2026

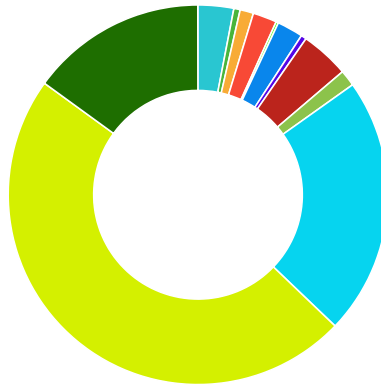
The current year of the Capital Improvements Plan provides the basis for the capital budget. The Capital Improvement Plan may not proceed with construction or acquisition until funding sources have been identified to finance a project. Whenever possible, the City shall consider grant-funded projects which require City matching or operating funds as part of the budget process. Any grant-funded expenditure should include a five-year analysis of the amount of City funds needed to subsidize its operation.

Total Capital Requested

\$32,244,520

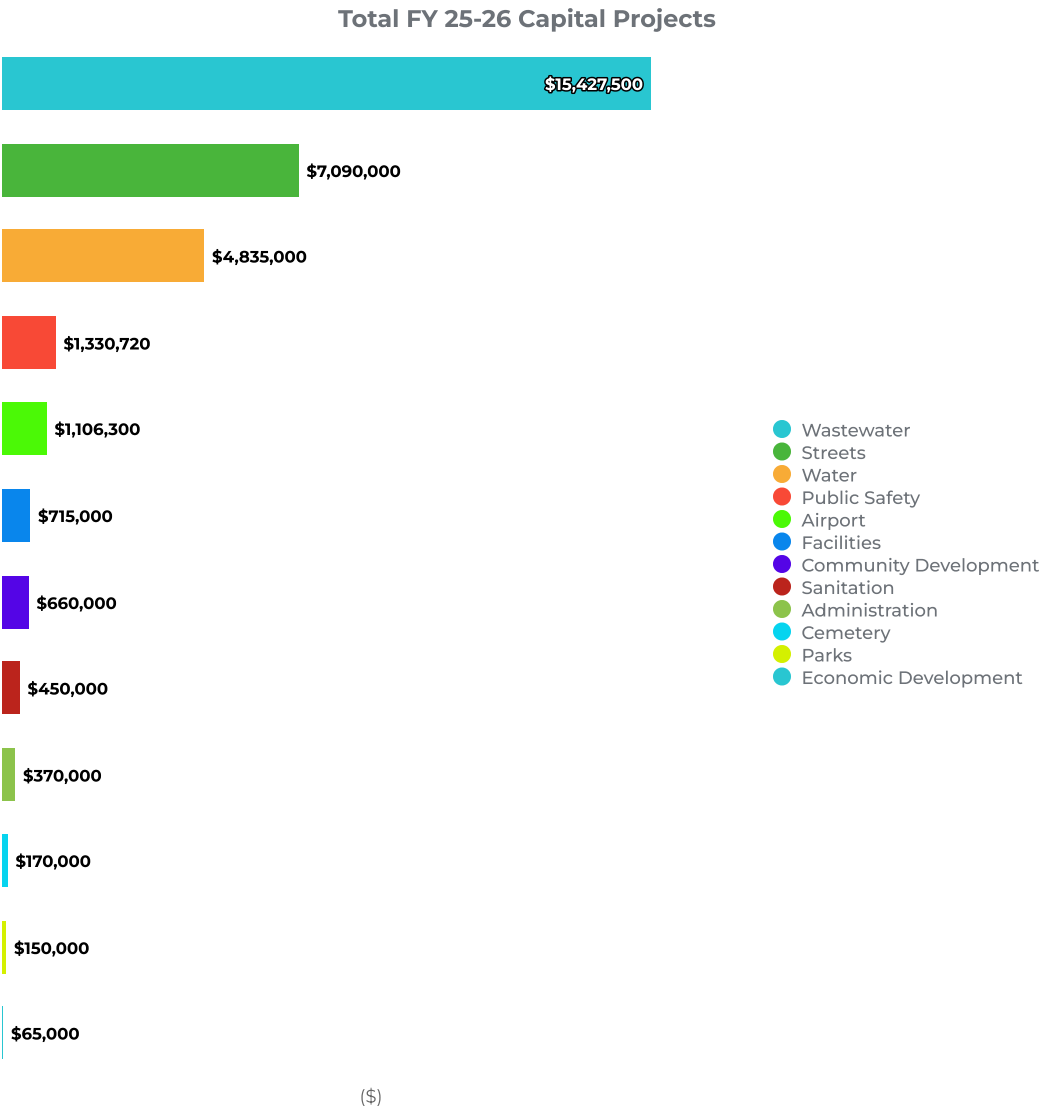
79 Capital Improvement Projects

Total Funding Requested by Department



Airport (3%)	\$981,300.00
Cemetery Fund (1%)	\$170,000.00
City Manager (1%)	\$370,000.00
Community Development (2%)	\$660,000.00
Economic Development (0%)	\$65,000.00
Facilities (2%)	\$715,000.00
Parks (0%)	\$150,000.00
Public Safety (4%)	\$1,330,720.00
Sanitation (1%)	\$450,000.00
Streets (22%)	\$7,090,000.00
Wastewater (48%)	\$15,427,500.00
Water (15%)	\$4,835,000.00
TOTAL	\$32,244,520.00

Capital Improvement Plan - Department Funding Totals for FY 2024-2025



CITY OF ELOY - CAPITAL IMPROVEMENTS PLAN FUNDING SOURCES FOR FY 2025 - 2026

FUNDING SOURCE	Administration	Community Develop.	Economic Develop.	Facilities	Parks	Public Safety	Streets	Water	Wastewater	Sanitation	Cemetery	Airport	Total Funding Source
General One-Time Sales Tax	\$ 320,000	\$ 35,000	\$ -	\$ 715,000	\$ 105,000	\$ 1,120,720	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,295,720
Impact Fees	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Comm/Economic Revenue		\$ 385,000	\$ 65,000	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,450,000
Enterprise Fleet Lease	\$ -	\$ 60,000	\$ -	\$ -	\$ 45,000	\$ 210,000	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 355,000
HURF Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,075,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,075,000
Streets One-Time Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 650,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 650,000
Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,325,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,325,000
Transfer from General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,782,390	\$ 9,495,000	\$ 200,000	\$ -	\$ -	\$ 11,477,390
Loans-Rate Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 865,000	\$ 3,712,500	\$ -	\$ -	\$ -	\$ 4,577,500
Wastewater Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,200,000	\$ -	\$ -	\$ -	\$ 2,200,000
Cemetery Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 170,000	\$ -	\$ 170,000
Airport Revenue	\$ -	\$ 180,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 146,408	\$ 326,408
Federal FAA Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 813,484	\$ 813,484
State FAA Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,408	\$ 21,408
Sanitation Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000
Water Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,087,610	\$ -	\$ -	\$ -	\$ -	\$ 2,087,610
Sewer Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000
Water Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000
	\$ 370,000	\$ 660,000	\$ 65,000	\$ 715,000	\$ 150,000	\$ 1,330,720	\$ 7,090,000	\$ 4,835,000	\$ 15,427,500	\$ 450,000	\$ 170,000	\$ 981,300	\$ 32,244,520

CITY OF ELOY - CAPITAL IMPROVEMENTS PLAN FUNDING SOURCES FOR FY 2025 - 2026

Project Status	CIP Title	CIP Funding Request	How is it being Funded	Strategic Plan Pillar
City Manager				
Roll-over	Council Chamber Audio & Visual Upgrade	\$ 225,000	General One-Time Revenue	Safe and Active Community
New	Infrastructure Improvement Plan Update (IIP or Impact Fee)	\$ 50,000	Impact Fee Revenue	Fiscal Sustainability
New	City Hall Reconfiguration	\$ 50,000	General One-Time Revenue	Economic Vitality
New	Salary Compensation and Classification Study	\$ 25,000	General One-Time Revenue	Innovating and High Performing Organization
New	Water Tower Lighting Upgrade	\$ 20,000	General One-Time Revenue	Safe and Active Community
Total City Manager		\$ 370,000		
Community Development				
New	Eloy General Plan Update	\$ 385,000	Comm/Economic Revenue	Safe and Active Community
Roll-Over	Airpark Growth Area Specific Plan	\$ 180,000	Airport Revenue	Economic Vitality
New	Building Inspector Full Size Work Four-Wheel Drive Truck-Enterprise Lease	\$ 60,000	Enterprise Fleet Lease	Innovating and High Performing Organization
New	Sunland Visitor Center Historic Museum History Property Designation.	\$ 35,000	General One-Time Revenue	Economic Vitality
Total Community Development		\$ 660,000		



CITY OF ELOY - CAPITAL IMPROVEMENTS PLAN FUNDING SOURCES FOR FY 2025 - 2026

Project Status		CIP Title	CIP Funding Request	How is it being Funded	Strategic Plan Pillar
Economic Development					
	New	Housing Feasibility Study	\$ 45,000	Comm/Economic Revenue	Economic Vitality
	New	Economic Development Website Portal Refresh	\$ 10,000	Comm/Economic Revenue	Economic Vitality
	New	Economic Development Marketing Brochure	\$ 10,000	Comm/Economic Revenue	Economic Vitality
Total Economic Development			\$ 65,000		
Facility					
	Roll-Over	Emergency Generator, City Hall	\$ 350,000	General One-Time Revenue	Infrastructure
	New	Facility Improvements, Troy Thomas Center	\$ 100,000	General One-Time Revenue	Infrastructure
	New	Automatic gates, Public Works	\$ 75,000	General One-Time Revenue	Infrastructure
	New	Multizone lighting installation, city hall	\$ 60,000	General One-Time Revenue	Infrastructure
	New	HVAC Replacement Program	\$ 50,000	General One-Time Revenue	Infrastructure
	New	Fleet Shop Building 2 Bay Expansion	\$ 30,000	General One-Time Revenue	Infrastructure
	New	Main St Recreation Center Building Enhancements	\$ 15,000	General One-Time Revenue	Infrastructure
	New	Furniture Purchase, Community Services	\$ 15,000	General One-Time Revenue	Safe and Active Community

CITY OF ELOY - CAPITAL IMPROVEMENTS PLAN FUNDING SOURCES FOR FY 2025 - 2026

Project Status		CIP Title	CIP Funding Request	How is it being Funded	Strategic Plan Pillar
	New	Installation of Chain Link Fencing, Heart of Eloy	\$ 10,000	General One-Time Revenue	Safe and Active Community
	New	Shade Structure North Side of Shop	\$ 10,000	General One-Time Revenue	Infrastructure
Total Facility			\$ 715,000		
Park					
	New	Shade Structure, Sunland Visitor Center Park	\$ 65,000	General One-Time Revenue	Safe and Active Community
	New	Chev Silverado Crew Cab for Parks-Enterprise Lease	\$ 45,000	Enterprise Fleet Lease	Innovating and High Performing Organization
	New	City Parks Sign Replacement	\$ 25,000	General One-Time Revenue	Safe and Active Community
	New	Replacement of Park Tables	\$ 15,000	General One-Time Revenue	Safe and Active Community
Total Park			\$ 150,000		



CITY OF ELOY - CAPITAL IMPROVEMENTS PLAN FUNDING SOURCES FOR FY 2025 - 2026

Project Status		CIP Title	CIP Funding Request	How is it being Funded	Strategic Plan Pillar
Public Safety					
	New	Police Body Worn Camera Upgrade	\$ 569,670	General One-Time Revenue	Safe and Active Community
	Roll-Over	Eloy Police Department Training Facility Building Improvements	\$ 170,000	General One-Time Revenue	Infrastructure
	New	Police Vehicle Replacement	\$ 140,350	General One-Time Revenue/Enterprise Fleet Lease	Innovating and High Performing Organization
	New	Police Vehicle Replacement - FY 2026	\$ 140,350	General One-Time Revenue/Enterprise Fleet Lease	Innovating and High Performing Organization
	New	Police Vehicle Replacement - FY 2026	\$ 140,350	General One-Time Revenue/Enterprise Fleet Lease	Innovating and High Performing Organization
	Roll-Over	EOC Technology Upgrade	\$ 60,000	General One-Time Revenue	Safe and Active Community
	New	Mobile Data Computer (MDC) Laptops for all Police Officers	\$ 50,000	General One-Time Revenue	Safe and Active Community
	New	Radio System Repeater Replacement / Upgrade (Conventional VHF System)	\$ 35,000	General One-Time Revenue	Safe and Active Community
	New	Replace Automated Fingerprint Identification System (AFIS)	\$ 25,000	General One-Time Revenue	Safe and Active Community
Total Public Safety			\$ 1,330,720		



CITY OF ELOY - CAPITAL IMPROVEMENTS PLAN FUNDING SOURCES FOR FY 2025 - 2026

Project Status		CIP Title	CIP Funding Request	How is it being Funded	Strategic Plan Pillar
Streets					
	Roll-Over	Sunland Gin Rd and Arica Rd Intersection	\$ 2,425,000	State of Arizona Grant	Infrastructure
	New	Annual Pavement Preservation Projects	\$ 1,000,000	HURF Revenue/Reserve	Infrastructure
	New	Toltec Road -- Chip Seal/Dust Control Mitigation from Aztec St to Acoma Ave	\$ 1,000,000	HURF Revenue/Reserve	Infrastructure
	Roll-Over	Shedd Road Median Landscape Project	\$ 1,000,000	Comm/Economic Revenue	Infrastructure
	New	Frontier Street Micro Mill and Overlay - Hanna Rd to SR87	\$ 900,000	Ciscomani Grant	Infrastructure
	New	3.5 Yard Loader - CAT 938M	\$ 400,000	Streets One-Time Revenue	Innovating and High Performing Organization
	New	Leeboy Paver 7000	\$ 250,000	Streets One-Time Revenue	Innovating and High Performing Organization
	New	Culvert Replacement along Shedd Road between Estrella Road and Tumbleweed Road	\$ 75,000	HURF Revenue/Reserve	Infrastructure
	New	Vehicle Replacement - Enterprise Lease	\$ 40,000	Enterprise Fleet Lease	Innovating and High Performing Organization
Total Streets			\$ 7,090,000		
Water					
	Roll-Over	Rehabilitate Water Reservoir at Pump Station #2	\$ 1,220,000	General Fund Transfer	Infrastructure



CITY OF ELOY - CAPITAL IMPROVEMENTS PLAN FUNDING SOURCES FOR FY 2025 - 2026

	Project Status	CIP Title	CIP Funding Request	How is it being Funded	Strategic Plan Pillar
	New	Solar Panels at Blue Tank	\$ 1,200,000	Water Fund Balance	Infrastructure
	Roll-Over	Repair of Well Casing at Well #3	\$ 900,000	General Fund Transfer	Infrastructure
	Roll-Over	Houser Road Waterline -Construction	\$ 450,000	Water Fund Balance	Infrastructure
	New	Mini Excavator - Track Hoe	\$ 200,000	Loans-Rate Increase	Innovating and High Performing Organization
	New	Water Meter Replacement	\$ 200,000	Operating Revenue/Loans-Rate Increase	Infrastructure
	New	Sunland Gin Water Line Replacement	\$ 170,000	Loans-Rate Increase	Infrastructure
	New	Tumbleweed PRV Station	\$ 100,000	Loans-Rate Increase	Infrastructure
	New	Water Line Extension to Loop Sunland Gin system - Section B	\$ 100,000	Loans-Rate Increase	Infrastructure
	New	Nitrate Treatment Facilities	\$ 100,000	Water Fund Balance	Infrastructure
	New	Chlorine/Chlorinator Building at well #3	\$ 75,000	Loans-Rate Increase	Infrastructure
	New	Santa Cruz Village-Water Line Replacement	\$ 50,000	Loans-Rate Increase	Infrastructure
	New	Install New Fire Hydrants	\$ 50,000	Operating Revenue	Infrastructure
	New	Cathodic Protection System	\$ 20,000	Loans-Rate Increase	Infrastructure
	Total Water		\$ 4,835,000		



CITY OF ELOY - CAPITAL IMPROVEMENTS PLAN FUNDING SOURCES FOR FY 2025 - 2026

Project Status		CIP Title	CIP Funding Request	How is it being Funded	Strategic Plan Pillar
Wastewater					
	Roll-Over	New 36" gravity sewer pipe from the Mid-section at 11 Mile Corner Rd to the WWTP	\$ 6,930,000	General Fund Transfer	Infrastructure
	Roll-Over	Install Belt Filter Press (BFP) Building, New BFP, and Aerated Sludge Holding Tank	\$ 2,600,000	General Fund Transfer	Infrastructure
	New	Upsizing Battaglia Sewer Line from 8" to 24" between Eleven Mile Corner and Sunshine	\$ 2,500,000	Loans-Rate Increase	Infrastructure
	Roll-Over	Replace 12" Sewer with 24" Sewer from 11 Mile Corner Road and Battaglia to the Midsection new WWTP	\$ 1,350,000	Wastewater Reserves	Infrastructure
	New	Repair of Existing Bar Screen and Purchase and Installation of Second Vulcan Bar Screen for Wastewater Treatment Plant Headworks	\$ 815,000	General Fund Transfer	Infrastructure
	New	Lift Stations Inspection and Evaluation	\$ 300,000	Loans-Rate Increase	Infrastructure
	New	Replace Existing Generator at the Headworks	\$ 200,000	Loans-Rate Increase	Infrastructure
	New	Evaluate Sewer Manholes and Pipe	\$ 150,000	Loans-Rate Increase	Infrastructure
	New	Repair Discharge Pipe at Screening Structure	\$ 150,000	Loans-Rate Increase	Infrastructure
	New	Install New Grit Removal System	\$ 125,000	Loans-Rate Increase	Infrastructure
	New	Rehabilitate South Aeration Basin	\$ 100,000	Loans-Rate Increase	Infrastructure
	New	Install New SCADA Workstation and New SCADA RTUs	\$ 87,500	Loans-Rate Increase	Infrastructure

CITY OF ELOY - CAPITAL IMPROVEMENTS PLAN FUNDING SOURCES FOR FY 2025 - 2026

Project Status		CIP Title	CIP Funding Request	How is it being Funded	Strategic Plan Pillar
	New	Install emergency generator system at the Blower Building	\$ 50,000	Loans-Rate Increase	Infrastructure
	New	Purchase Portable Sewer Pump	\$ 50,000	Loans-Rate Increase	Infrastructure
	New	Rehabilitate existing manholes	\$ 20,000	Operating Revenue	Infrastructure
Total Wastewater			\$ 15,427,500		
Sanitation					
	Roll-Over	Landfill Scale Hardware and Software	\$ 200,000	General Fund Transfer	Fiscal Sustainability
	Roll-Over	Landfill Rate Study and Masterplan	\$ 250,000	Sanitation Revenue	Fiscal Sustainability
Total Sanitation			\$ 450,000		
Cemetery Fund					
	New	Backhoe Purchase	\$ 170,000	Cemetery Reserves	Innovating and High Performing Organization
Total Cemetery Fund			\$ 170,000		



CITY OF ELOY - CAPITAL IMPROVEMENTS PLAN FUNDING SOURCES FOR FY 2025 - 2026

	Project Status	CIP Title	CIP Funding Request	How is it being Funded	Strategic Plan Pillar
Airport					
	Roll-Over	Hanger 1 Demolition	\$ 125,000	Airport Revenue	Infrastructure
	New	Building Improvements to T-Hangers	\$ 606,300	Federal/State/City Fund	Infrastructure
	New	Design of Apron Rehabilitation	\$ 250,000	Federal/State/City Fund	Infrastructure
Total Airport			\$ 981,300		
TOTAL CIP FOR FY 2025 -2026			\$ 31,044,520		

City Manager Requests

Itemized Requests for 2026

City Hall Operational Reconfiguration

\$50,000

Reconfigure the layout and workspace of the City Hall to efficiently use the space, provide adequate workspace, and provide an adequate customer service area for City Administration, Community Service, and Finance.

Council Chamber Audio & Visual Upgrade

\$225,000

The Council Chamber AV Upgrade aims to enhance the technological infrastructure within the council chamber. This comprehensive upgrade involves integrating state-of-the-art audiovisual equipment, including high-definition video, advanced...

Infrastructure Improvement Plan Update (IIP or Impact Fee)

\$50,000

The Infrastructure Improvement Plan is a document that provides the technical analysis and methodology for the City to impose impact fees to accommodate new development. These fees are intended to offset infrastructure and facility costs for...

Salary Compensation and Classification Study

\$25,000

Continue annual Compensation and Classification Studies of the City's current positions and salary pay grades. Studies include the following: Compensation study of job classifications, Maintenance of the current pay structure,...

Water Tower Lighting Upgrade

\$20,000

This project involves the full replacement and upgrade of the catwalk tank lighting system on the Eloy Water Tower. Recent inspections conducted by the Holiday Lighting Company (HLC) revealed significant water damage to the existing lights,...

Total: \$370,000



Community Development Requests

Itemized Requests for 2026

Airpark Growth Area Specific Plan	\$180,000
The Airpark Growth Area Specific Plan is a plan containing a greater level of detail in goals, policies, and implementation tasks than the General Plan specific to the area, and will address the infrastructure, transportation, land use, economic...	
Building Inspector Full Size Work Four-Wheel Drive Truck-Enterprise Lease	\$60,000
Replace the existing Building Inspector work truck (2017 Chevy Colorado (#110)) with a new full-size four-wheel drive work truck. It is anticipated that the current vehicle (#110) will substitute the existing work truck with...	
Eloy General Plan Update	\$385,000
The Arizona Revised Statutes require the adoption or readoption and subsequent voter ratification of the General Plan no more than every 10 years. With the City Council's recently established target growth areas to focus City resources...	
Sunland Visitor Center Historic Museum History Property Designation.	\$35,000
This capital project aligns with the General Plan's goal 3.9.1.2, which aims to "promote the protection, preservation, rehabilitation, and adaptive reuse of historic and cultural landmarks and resources." The Sunland Visitor Center Historic Museum...	
Total: \$660,000	

Economic Development Requests

Itemized Requests for 2026

Economic Development - Marketing Brochure	\$10,000
The refreshed brochure will highlight new infrastructure projects, utility upgrades, and community enhancements that support both business growth and residential opportunities, showcasing Eloy as an ideal location for both enterprises and...	
Economic Development Website Portal Refresh	\$10,000
The City of Eloy recognizes the importance of staying competitive with neighboring communities by providing a robust and user-friendly online presence to attract new businesses and investments. Updating the Economic Development portal is a...	
Housing Feasibility Study	\$45,000
This initiative aims to assess current housing needs, evaluate market trends, and identify opportunities to foster diverse and sustainable residential growth. By focusing on a strategic approach, the study will provide actionable insights to guide...	
Total: \$65,000	



Facilities Requests

Itemized Requests for 2026

Automatic gates, Public Works	\$75,000
Requesting funding for the purchase and installation of new solar slide gate operators, photo eye kit, gate edge for entrapment protection, in ground loops and detectors, with dual height pedestal for keypad and switch. The proposed project...	
Emergency Generator, City Hall	\$350,000
This project will upgrade the current electrical system of the City Hall building to accommodate the installation of a new emergency generator.	
Facility Improvements, Troy Thomas Center	\$100,000
Requesting funding for building improvements at the Troy Thomas Recreation Center to include but not limited to the following: Removal of exterior stucco and application of new reinforced material with exterior painting.	
Fleet Shop Building 2 Bay Expansion	\$30,000
Expanding the fleet shop with an additional 42 feet in depth, 60 feet in width, and a 25-foot ceiling height would create a significantly larger and more efficient workspace. By carefully considering design, infrastructure, safety, and operational...	
Furniture Purchase, Community Services	\$15,000
Requesting funding for the purchase of new chairs and tables for Community Services Admin, Troy Thomas, Senior Center, and Santa Cruz Library.	
HVAC Replacement Program	\$50,000
This project provides for a program to address HVAC replacement needs of City buildings and facilities.	
Installation of chain link fencing, Heart of Eloy	\$10,000
Installation of approximately 70 linear feet of 8' chain link fencing and double gates at the East entrance of the heart of Eloy.	
Main St Recreation Center Building Enhancements	\$15,000
The proposed project entails the replacement of landscaping materials at the Main St Recreation facility.	
Multizone lighting installation, city hall	\$60,000
The objective of this project is to install a state-of-the-art multi-zone lighting system designed to enhance lighting control, efficiency, and ambiance across multiple areas or zones of the exterior of the City Hall facility. This system will...	
Shade Structure on North Side of Shop	\$10,000
Adding a 42' x 30' x 25' shade structure will significantly enhance the functionality of the existing vehicle shop, protecting it from the elements of vehicles, staff, and customers. Whether it's used for parking, repairs, or as a sheltered work...	
Total: \$715,000	



Parks Requests

Itemized Requests for 2026

Chev Silverado Crew Cab for Parks-Enterprise Lease	\$45,000
---	-----------------

This project involves the replacement of one 1999 Ford F150 4X2 pick-up. This is the third phase of a four year vehicle replacement plan for the Parks Division.

City Parks Sign Replacement	\$25,000
------------------------------------	-----------------

The goal of this project is to replace the existing park signs in 11 public parks to improve visibility, accessibility, and aesthetic appeal. The current signs have become worn, damaged, and outdated, making it difficult for visitors to navigate...

Replacement of Park Tables	\$15,000
-----------------------------------	-----------------

This project involves the replacement of park benches at various parks throughout the city (Jones, Trekell, Shumway, North Toltec, Maddux, Central Park, \$ Anita)

Shade Structure, Sunland Visitor Center Park	\$65,000
---	-----------------

Purchase and install one steel frame open shelter to be strategically located near park's entrance. The structure will be a pre-fabricated steel framed shade structure equipped with metal roof, and concrete slab

Total: \$150,000



Public Safety Requests

Itemized Requests for 2026

Eloy Police Department Training Facility Building Improvements

\$170,000

(Rollover Project) The Eloy Police Department's strategic plan calls for expanding our ability to conduct training in an effort to improve service delivery in the community. The HUD building, located at 100 West Phoenix Avenue, is...

Emergency Operations Center (EOC) Technology Upgrades

\$60,000

The Eloy Police Department currently serves as the location for the City's Emergency Operations Center (EOC). The EOC is generally activated during times of local emergencies. These may include prolonged power outages, floods, chemical...

Mobile Data Computer (MDC) Laptops for all Police Officers

\$50,000

The goal of this project is to equip each police officer with a dedicated MDC laptop, providing essential connectivity, real-time data access, and enhanced report writing capabilities in the field.

Police Vehicle Replacement

\$140,350

This project encompasses the procurement of a new police vehicle and the associated emergency equipment to replace an existing vehicle that has reached the end of its service life. The Department recommends replacing unmarked police vehicle...

Police Body Worn Camera Upgrade

\$569,670

The Eloy Police Department mandates that all sworn officers engaged in field activities deploy and utilize body-worn camera systems. These cameras serve as an essential tool for documenting a wide range of police-citizen interactions, including...

Police Vehicle Replacement - FY 2026

\$140,350

This project encompasses the procurement of a new police vehicle and the associated emergency equipment to replace an existing vehicle that has reached the end of its service life. The Department recommends replacing unmarked police vehicle...

Police Vehicle Replacement - FY 2026 (3)

\$140,350

This project encompasses the procurement of a new police vehicle and the associated emergency equipment to replace an existing vehicle that has reached the end of its service life. The Department recommends replacing unmarked police vehicle...

Radio System Repeater Replacement / Upgrade (Conventional VHF System)

\$35,000

In 2021, the Eloy Police Department initiated a vital radio improvement project, transitioning from an outdated VHF radio system to an advanced, digital, and encrypted system within the Pinal Regional Communications Consortium. This comprehensive...

Replace Automated Fingerprint Identification System (AFIS)

\$25,000

This project will replace the Department's Automated Fingerprint Identification System (AFIS), which has been flagged for discontinuation by the manufacturer, IDEMIA. The current AFIS system has been in use for over a decade and has effectively...

Total: \$1,330,720



Streets Requests

Itemized Requests for 2026

3.5 Yard Loader - CAT 938M

\$400,000

This capital project aims to replace the City of Eloy's current loaders, which are 18 and 33 years old, with a new loader comparable to the CAT 938M. The new equipment will be used for various city operations, including road maintenance,...

Annual Pavement Preservation Projects

\$1,000,000

The Pavement Preservation Program is an annual initiative by the City of Eloy's Public Works Department to allocate \$1,000,000 each year for maintaining and improving the city's road infrastructure. The funds will be used for various pavement...

Culvert Replacement along Shedd Road between Estrella Road and Tumbleweed Road

\$75,000

This project involves the removal and replacement of existing corrugated metal pipe (CMP) culverts at the intersection of Papago Street and various other locations throughout the city. The work will include the excavation and removal of the...

Frontier Street Micro Mill and Overlay - Hanna Rd to SR87

\$900,000

The proposed project involves the micro milling of Frontier Street from Hanna Road to SR87 and the application of a 1-inch pavement overlay. The micro milling process will be used to remove a thin layer of the existing pavement to restore a smooth...

Leeboy Paver 7000

\$250,000

The City of Eloy Streets Department seeks to purchase a new Leeboy 7000 Paver to enhance the city's road construction and repair capabilities. This paver will replace outdated equipment and provide improved efficiency in paving city streets,...

Shedd Road Median Landscape Project

\$1,000,000

The Shedd Road Median Landscape Project aims to design and implement comprehensive landscape, hardscape, and irrigation improvements to a 3/4 mile segment of Shedd Road, between Giles Street and Estrella Road. This project follows the complete...

Sunland Gin Rd and Arica Rd Intersection

\$2,425,000

Design and construction of improvements at the Intersection of Sunland Gin Rd and Arica Rd. The project will be 2-Phases. The 1st phase is to widen Sunland Gin Road from the Freeway ramps to Mountain View Rd. Second Phase is to construct a...

Toltec Road -- Chip Seal/Dust Control Mitigation from Aztec Street to Acoma Ave

\$1,000,000

This project involves the application of a chip seal treatment over a 1-mile stretch of Toltec Road, extending from Aztec Street to the Robson Ranch community. Chip sealing is a cost-effective method of road resurfacing that involves applying a...

Vehicle Replacement - Enterprise Lease

\$40,000

Establish annual replacement program for replacement of vehicles

Total: \$7,090,000



Water Requests

Itemized Requests for 2026

Cathodic Protection System	\$20,000
This project focuses on installing a cathodic protection (CP) system for the city's four steel water storage tanks. Cathodic protection is a method used to prevent corrosion, which can damage the structural integrity of the tanks. The CP system...	
Chlorine/Chlorinator Building at well #3	\$75,000
Chlorine/Chlorinator Building. This is a 8' X 10' X 8' Pre-fabricated fiberglass building which includes electrical lighting , outlets, junction box, exhaust fan, all weatherproof and rated for chlorine use.	
Houser Road Waterline -Construction	\$450,000
Construct water line extension and relocate service connections to 7 existing customers.	
Install New Fire Hydrants	\$50,000
Install New Fire Hydrants throughout City in areas lacking adequate fire hydrants for fire protection.	
Mini Excavator - Track Hoe	\$200,000
A track hoe mini excavator is a compact, tracked piece of construction equipment commonly used by water departments for various tasks, especially in utility installation and maintenance. These mini-excavators are smaller and more maneuverable than...	
Nitrate Treatment Facilities	\$100,000
Nitrate and/or Arsenic Treatment	
Rehabilitate Water Reservoir at Pump Station #2	\$1,220,000
This project involves the comprehensive rehabilitation of Reservoir #2, also known as the "Blue Tank," to ensure its structural integrity and operational efficiency. The scope of work includes cleaning the tank interior, removing accumulated sand...	
Repair of Well Casing at Well #3	\$900,000
This project involves repairing the damaged well casing at Well #3 to restore its functionality and allow the well to return to normal service. The scope of work includes assessing the extent of the damage, implementing necessary repairs to the...	
Santa Cruz Village - Water Line Replacement/Improvement	\$50,000
Upgrading the existing water lines in Santa Cruz Village involves several steps aimed at improving the efficiency, reliability, and capacity of the city's water distribution system. This project will typically address aging infrastructure and...	
Solar Panels at Blue Tank	\$1,200,000
Installation of a 65 kilowatt (kW) grid-tied solar photovoltaic (PV) system at the Blue Tank Facility. This project aims to reduce utility costs, support sustainability goals, and provide long-term energy resilience for municipal operations. The...	
Sunland Gin Water Line Replacement	\$170,000
The project involves replacing an approximately 2-mile stretch of 8-inch water line along Sunland Gin Road, starting at Mountain View Avenue and extending to the Tonto Road alignment. Following this, the replacement continues east along Tonto Road...	
Tumbleweed PRV Station	\$100,000
Design & Construct a new water pressure-reducing station on Tumbleweed & Houser Rd. A Pressure Reducing Valve (PRV) in a municipal water system is an essential component used to regulate and control the water pressure within the...	
Water Line Extension to Loop Sunland Gin system - Section B	\$100,000
Expansion of the existing City water distribution network to promote growth and development in the Eloy 10-8 Business Park. This project will create a looped system 1/4 mile east of Sunland Gin Road	
Water Meter Replacement	\$200,000
The automated water meters are beginning to reach the end of their useful life (10 -12 years), so a replacement program needs to be started.	



Total: \$4,835,000



Wastewater Requests

Itemized Requests for 2026

Evaluate Sewer Manholes and Pipe	\$150,000
The evaluation of sewer manholes and pipes aims to assess their structural integrity, operational performance, and overall condition to identify defects, prioritize repairs, and ensure the long-term reliability of the sewer system. The description...	
Install Belt Filter Press (BFP) Building, New BFP, and Aerated Sludge Holding Tank	\$2,600,000
The project involves a comprehensive upgrade and expansion at a wastewater treatment facility, including the installation of several key infrastructure components. Here's a detailed description of the work involved: Installation of Belt Filter...	
Install emergency generator system at the Blower Building	\$50,000
Install emergency generator receptacles and manual transfer switch at the Blower Building. Purchase one 100 kW mobile emergency generator. The installation of an emergency generator system at a Boxer Building ensures the continued...	
Install New Grit Removal System	\$125,000
The installation of a new grit removal system will enhance the efficiency of wastewater treatment by removing sand, gravel, and other coarse particles, thereby protecting downstream equipment and processes. Install concrete pad, install packaged...	
Install New SCADA Workstation and New SCADA RTUs	\$87,500
The project involves the installation of a new Supervisory Control and Data Acquisition (SCADA) workstation and thirteen Remote Terminal Unit (RTU) cabinets. This infrastructure upgrade will enhance the facility's monitoring, control, and data...	
Lift Stations Inspection and Evaluation	\$300,000
The inspection and evaluation of lift stations is critical to ensuring their reliability, efficiency, and compliance with operational standards. These activities help identify issues early, reduce downtime, and extend the lifespan of the...	
New 36" gravity sewer pipe from the Mid-section at 11 Mile Corner Rd to the WWTP	\$6,930,000
A 36-inch gravity sewer main extending approximately 1,800 linear feet, complete with four strategically placed manholes, represents a significant upgrade to wastewater management infrastructure. This type of project often involves dismantling an...	
Purchase Portable Sewer Pump	\$50,000
This project involves the acquisition of a portable sewer pump to provide reliable, flexible, and efficient wastewater management in various operational scenarios. The portable pump will be utilized for temporary pumping during maintenance,...	
Rehabilitate existing manholes	\$20,000
Rehabilitate existing manholes throughout City	
Rehabilitate South Aeration Basin	\$100,000
The rehabilitation of the South Aeration Basin aims to restore its functionality, improve operational efficiency, and ensure compliance with wastewater treatment standards. This project will involve structural, mechanical, and process improvements...	
Repair Discharge Pipe at Screening Structure	\$150,000
This project involves replacing a failed section of ductile iron pipe (DIP) with a 4-foot flanged Schedule 80 spool piece using an unrestrained repair sleeve. The failure of the existing ductile iron pipe has compromised the integrity and...	
Repair of Existing Bar Screen and Purchase and Installation of Second Vulcan Bar Screen for Wastewater Treatment Plant Headworks	\$815,000
In a wastewater treatment facility, "headworks" refers to the initial stages of the treatment process where incoming wastewater is screened and pre-processed before it moves on to the more advanced treatment stages. This area typically includes...	
Replace 12" Sewer with 24" Sewer from 11 Mile Corner Road and Battaglia to the Midsection new WWTP	\$1,350,000
This project will replace the 12" gravity line with a 24" gravity line from the intersection of Battaglia Rd to the mid-section line 1/2 mile to the north. (1,800 feet of 24" PVC pipe with four manholes) This project involves the replacement of the...	



Replace Existing Generator at the Headworks	\$200,000
--	------------------

This budget covers the replacement of an existing 200 kW emergency generator with a new, more efficient 200 kW unit. It includes the cost of the new generator, installation (site preparation, electrical connections, fuel system modifications, and...

Upsizing Battaglia Sewer Line from 8" to 24" between Eleven Mile Corner and Sunshine	\$2,500,000
---	--------------------

The project involves upsizing the existing 8-inch Battaglia sewer line to a 24-inch sewer line between Eleven Mile Corner and Sunshine. This upgrade is necessary because the current 8-inch line is operating at or above its capacity, which could...

Total: \$15,427,500

Sanitation Requests

Itemized Requests for 2026

Landfill Rate Study and Masterplan	\$250,000
---	------------------

Project Description: Landfill Rate Study for the City of Eloy Municipal LandfillThe City of Eloy is undertaking a comprehensive Landfill Rate Study to assess the current and future financial sustainability of its municipal landfill operations....

Landfill Scale Hardware and Software	\$200,000
---	------------------

Purchase new hardware and software for the landfill scales.

Total: \$450,000

Cemetery Fund Requests

Itemized Requests for 2026

Backhoe Purchase	\$170,000
-------------------------	------------------

Purchase of one (1) case 590 super N backhoe.

Total: \$170,000

Airport Requests

Itemized Requests for 2026

Building Improvements to T-Hangers	\$606,300
---	------------------

This capital improvement project focuses on enhancing the airport's T-hangar facilities' functionality, safety, and usability. The proposed upgrades include modernizing the electrical systems to meet current standards and supporting increased...

Design of Apron Rehabilitation	\$250,000
---------------------------------------	------------------

Design the rehab of the main AC parking apron east of Rwy 2-20, approx. 10,000 SY. The design will determine the level of rehab or reconstruction is needed for the actualConstruction of the project.

Hangar 1 Demolition	\$125,000
----------------------------	------------------

Demolition of the hangar due to the age of the structure and asbestos pollution in the building.

Total: \$981,300



Capital Improvements: FY 2026 - 2031

The City of Eloy's Multi-Year Capital Improvement Plan (CIP) is a comprehensive, strategic investment framework designed to guide infrastructure enhancements, public facility improvements, and essential service upgrades over multiple years. This long-term approach ensures that the city's growth and sustainability are supported through carefully planned and prioritized projects. The CIP aligns with Eloy's Strategic Plan by focusing on initiatives that drive economic development, enhance public safety, and improve residents' quality of life.

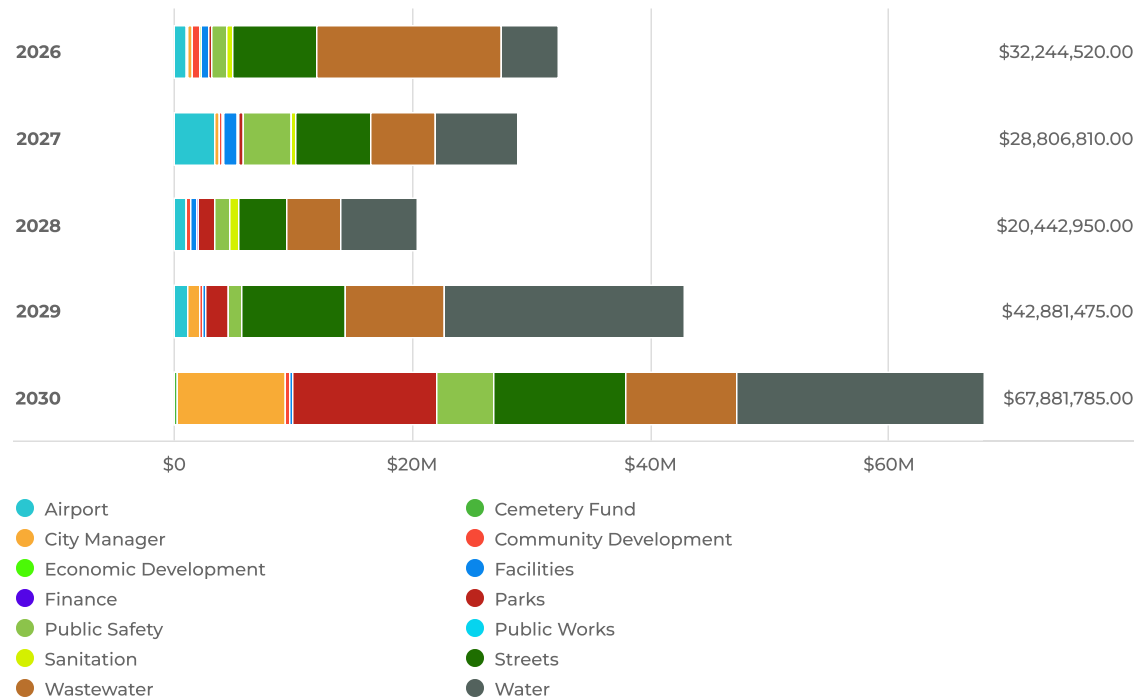
Key investments over the multi-year period include phased roadway improvements, systematic upgrades to water and wastewater systems, expansion and enhancement of parks and recreational facilities, and modernization of public buildings. By planning and executing projects in a structured and fiscally responsible manner, the City ensures that immediate infrastructure needs are met while laying a strong foundation for future development.

The multi-year CIP also integrates financial planning with long-term municipal goals, allowing for efficient resource allocation and adaptability to changing community needs. By adopting this forward-thinking approach, Eloy reinforces its commitment to smart growth, fiscal stewardship, and the continued well-being of its residents and businesses.

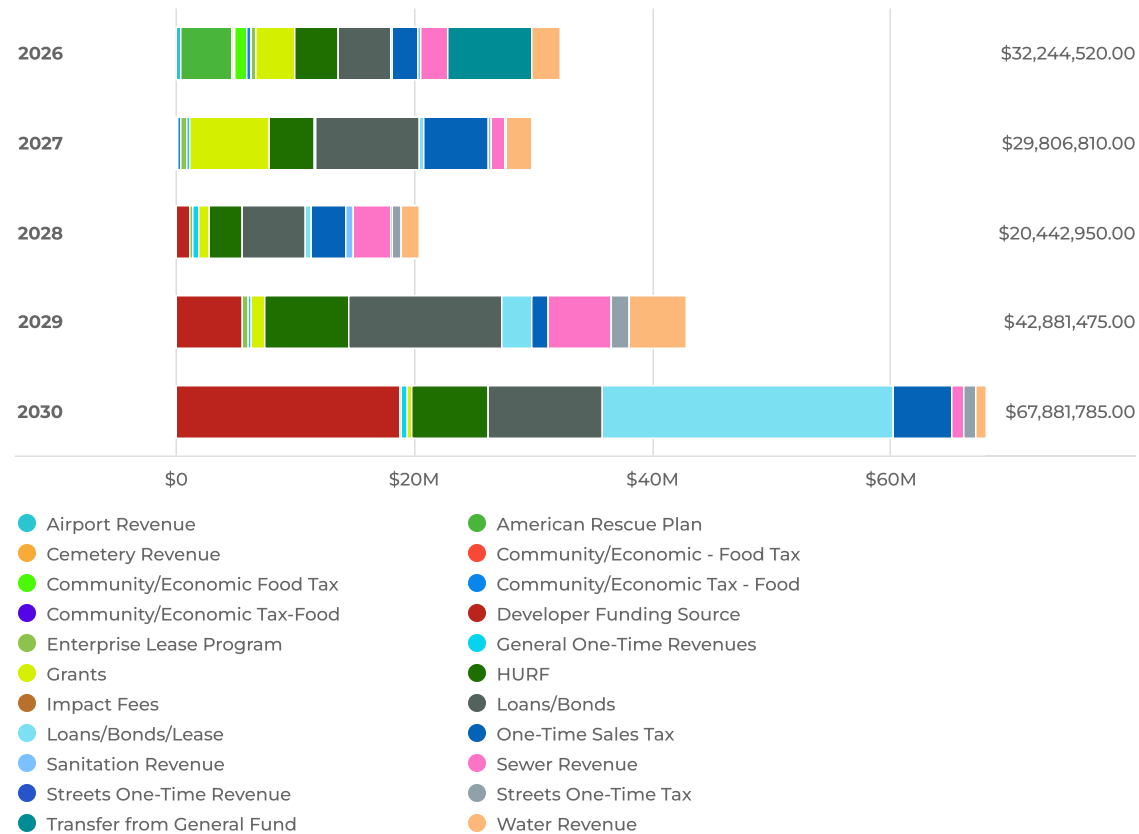
Total Capital Requested
\$192,257,540

217 Capital Improvement Projects

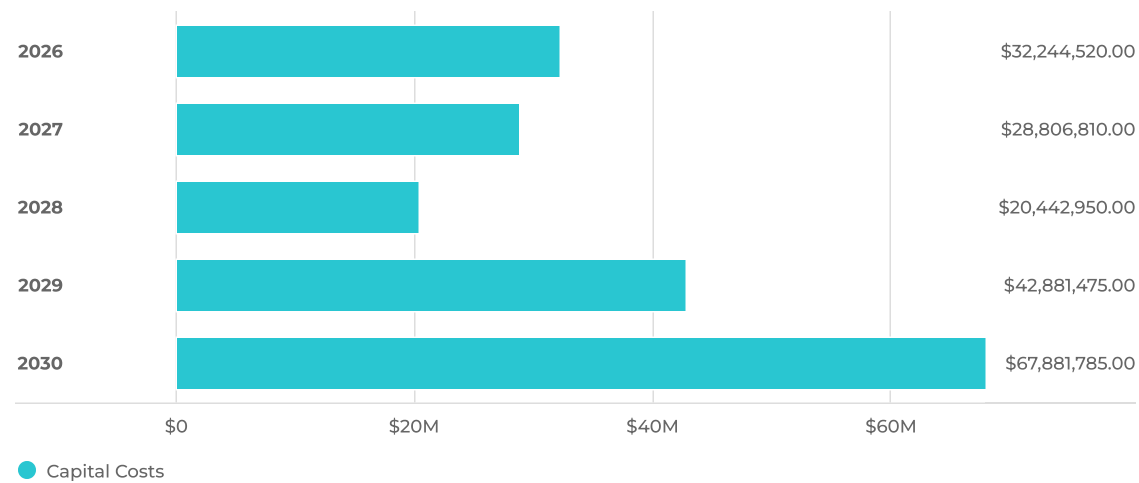
Total Funding Requested by Department



Total Funding Requested by Source



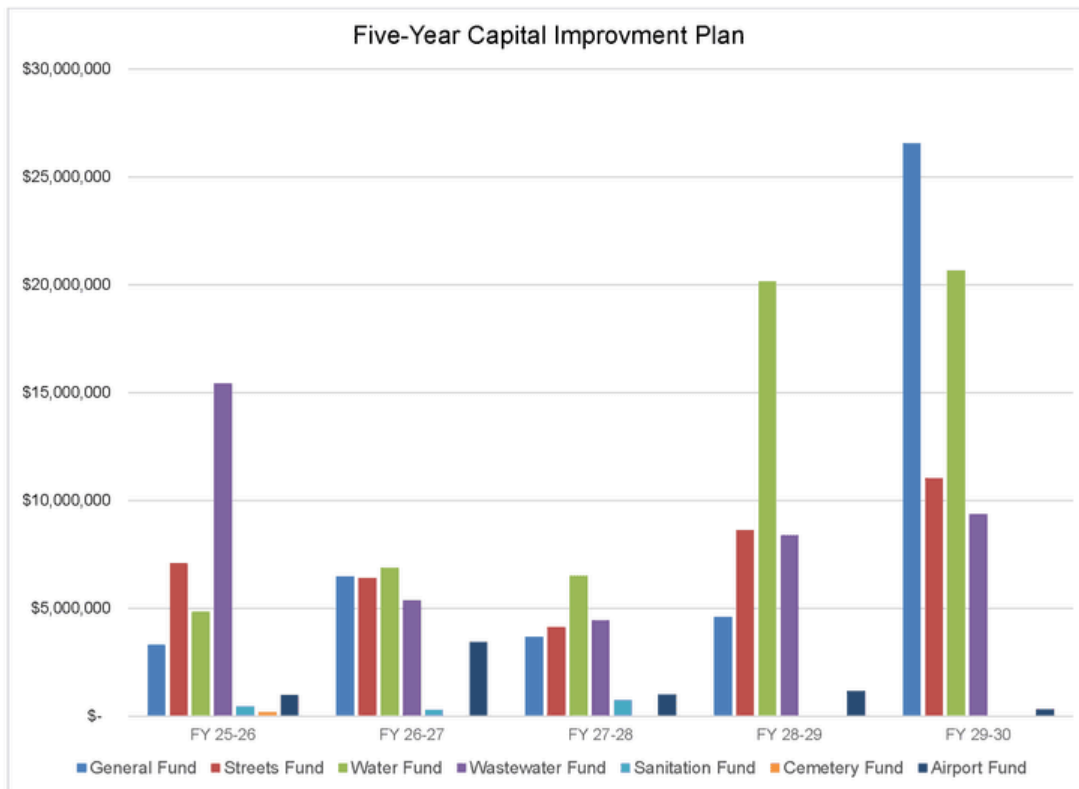
Capital Costs Breakdown



Cost Savings & Revenues

There's no data for building chart





CITY OF ELOY CAPITAL IMPROVEMENT PROGRAM FY 2026 - 2030

Department	CIP Title	FY2026	FY2027	FY2028	FY2029	FY2030	Total
Airport							
	Building Improvements to T-Hangers	\$ 606,300	\$ -	\$ -	\$ -	\$ -	\$ 606,300
	Design of Apron Rehabilitation	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000
	Hanger 1 Demolition	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ 125,000
	Construction of Airport Apron	\$ -	\$ 2,750,000	\$ -	\$ -	\$ -	\$ 2,750,000
	Phase 2 of Hanger Improvements	\$ -	\$ 152,000	\$ -	\$ -	\$ -	\$ 152,000
	Construction of Drainage Improvements	\$ -	\$ 518,000	\$ -	\$ -	\$ -	\$ 518,000
	Land Acquisition for Fence, AWOS, Windcone and Segmented Circle Relocation	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ 200,000
	Rehabilitate Airport Pavement - Crack Seal and Seal Coat	\$ -	\$ -	\$ 800,000	\$ -	\$ -	\$ 800,000
	Construction of the Fence Relocation	\$ -	\$ -	\$ -	\$ 450,000	\$ -	\$ 450,000
	Design and Construction to install weather reporting equipment (AWOS)	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ 500,000
	Design and Construction of Windcone and Segmented Circle Relocation	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ 200,000
	Focused Planning Study for Land Acquisition and Runway Extension	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 300,000
Total Airport		\$ 981,300	\$ 3,420,000	\$ 1,000,000	\$ 1,150,000	\$ 300,000	\$ 6,851,300

CITY OF ELOY CAPITAL IMPROVEMENT PROGRAM FY 2026 - 2030

Department	CIP Title	FY2026	FY2027	FY2028	FY2029	FY2030	Total
City Manager							
	Council Chamber Audio & Visual Upgrade	\$ 225,000	\$ -	\$ -	\$ -	\$ -	\$ 225,000
	Water Tower Lighting Upgrade	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ 20,000
	Infrastructure Improvement Plan Update (IIP or Impact Fee)	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ 100,000
	City Hall Reconfiguration	\$ 50,000	\$ 250,000	\$ -	\$ -	\$ -	\$ 300,000
	Salary Compensation and Classification Study	\$ 25,000	\$ -	\$ 25,000	\$ -	\$ -	\$ 50,000
	Strategic Planning Update	\$ -	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ 40,000
	Community Center	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 9,000,000	\$ 10,000,000
Total City Manager		\$ 370,000	\$ 320,000	\$ 25,000	\$ 1,000,000	\$ 9,020,000	\$ 10,735,000
Community Development							
	Sunland Visitor Center Historic Museum History Property Designation.	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ 35,000
	Building Inspector Full Size Work Four-Wheel Drive Truck-Enterprise Lease	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000
	Airpark Growth Area Specific Plan	\$ 180,000	\$ -	\$ -	\$ -	\$ -	\$ 180,000
	Eloy General Plan Update	\$ 385,000	\$ 75,000	\$ -	\$ -	\$ -	\$ 460,000
	Toltec and Toltec West Redevelopment Plan and Feasibility Study	\$ -	\$ 75,000	\$ 100,000	\$ -	\$ -	\$ 175,000



CITY OF ELOY CAPITAL IMPROVEMENT PROGRAM FY 2026 - 2030

Department	CIP Title	FY2026	FY2027	FY2028	FY2029	FY2030	Total
	Picacho - Interchange Specific Area Plan	\$ -	\$ 100,000	\$ 150,000	\$ -	\$ -	\$ 250,000
	Cosillos Apartments historic structure report, preservation plan, Historic Property Designation	\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ 30,000
	Picacho Peak - Red Rock Growth Area Specific Area Plan	\$ -	\$ -	\$ 100,000	\$ 150,000	\$ -	\$ 250,000
	Interstate 11 Corridor and Arterial Intersection Specific Area Plan	\$ -	\$ -	\$ -	\$ 100,000	\$ 150,000	\$ 250,000
	Growth Area Specific Area Planning	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ 250,000
Total Community Development		\$ 660,000	\$ 250,000	\$ 380,000	\$ 250,000	\$ 400,000	\$ 1,940,000
Economic Development							
	Economic Development Website Portal Refresh	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000
	Housing Feasibility Study	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ 45,000
	Economic Development Marketing Brochure	\$ 10,000	\$ -	\$ 15,000		\$ 10,000	\$ 35,000
	Economic Development Masterplan Update	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000
Total Economic Development		\$ 65,000	\$ 150,000	\$ 15,000	\$ -	\$ 10,000	\$ 240,000



CITY OF ELOY CAPITAL IMPROVEMENT PROGRAM FY 2026 - 2030

Department	CIP Title	FY2026	FY2027	FY2028	FY2029	FY2030	Total
Facility							
	Installation of chain link fencing, Heart of Eloy	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000
	Main St Recreation Center Building Enhancements	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 15,000
	Multizone lighting installation, city hall	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000
	Automatic gates, Public Works	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 75,000
	Facility Improvements, Troy Thomas Center	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000
	Emergency Generator, City Hall	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000
	Shade Structure North Side of Shop	\$ 10,000	\$ 200,000	\$ -	\$ -	\$ -	\$ 210,000
	Fleet Shop Building 2 Bay Expansion	\$ 30,000	\$ 700,000	\$ -	\$ -	\$ -	\$ 730,000
	Furniture Purchase, Community Services	\$ 15,000	\$ 15,000	\$ -	\$ -	\$ -	\$ 30,000
	HVAC Replacement Program	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ 200,000
	Park/Facility Parking Lot Improvements	\$ -	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ 150,000
	Building Enhancements City Hall	\$ -	\$ 75,000	\$ 75,000	\$ 50,000	\$ -	\$ 200,000
	Installation of Perimeter Fencing at the Sunland Visitor Center/Museum.	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ 250,000
	Building Enhancements PD	\$ -	\$ -	\$ 75,000	\$ 75,000	\$ -	\$ 150,000
	Demolition of Former Chamber of Commerce Facility	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ 75,000



CITY OF ELOY CAPITAL IMPROVEMENT PROGRAM FY 2026 - 2030

Department	CIP Title	FY2026	FY2027	FY2028	FY2029	FY2030	Total
	Solar Canopy Shade Structure	\$ -	\$ -	\$ -	\$ 20,000	\$ 200,000	\$ 220,000
Total Facility		\$ 715,000	\$ 1,115,000	\$ 525,000	\$ 270,000	\$ 200,000	\$ 2,825,000
Finance							
	Server Hardware Replacement	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000
	Connect City Buildings with Fiber	\$ -	\$ -	\$ 120,000	\$ -	\$ -	\$ 120,000
	UPS Backup Device	\$ -	\$ -	\$ -	\$ 55,000	\$ -	\$ 55,000
Total Finance		\$ -	\$ 150,000	\$ 120,000	\$ 55,000	\$ -	\$ 325,000
Park							
	Shade Structure, Sunland Visitor Center Park	\$ 65,000	\$ -	\$ -	\$ -	\$ -	\$ 65,000
	Chev Silverado Crew Cab for Parks-Enterprise Lease	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ 45,000
	Replacement of Park Tables	\$ 15,000	\$ 15,000	\$ -	\$ -	\$ -	\$ 30,000
	City Parks Sign Replacement	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ -	\$ 50,000
	Playground Equipment Replacement, Shumway Park	\$ -	\$ 375,000	\$ -	\$ -	\$ -	\$ 375,000
	Pavement Slurry Seal, Sunland Visitor Center Park	\$ -	\$ 35,000	\$ 35,000	\$ -	\$ -	\$ 70,000



CITY OF ELOY CAPITAL IMPROVEMENT PROGRAM FY 2026 - 2030

Department	CIP Title	FY2026	FY2027	FY2028	FY2029	FY2030	Total
	Sunland Visitor Center Park Block Wall Installation	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ 200,000
	Playground Equipment Replacement, Trekell Park	\$ -	\$ -	\$ 375,000	\$ -	\$ -	\$ 375,000
	Outdoor Fitness Court	\$ -	\$ -	\$ 190,000	\$ -	\$ -	\$ 190,000
	Ramada at Shumway Park	\$ -	\$ -	\$ 65,000	\$ -	\$ -	\$ 65,000
	Ball Field Shade Canopy	\$ -	\$ -	\$ 40,000	\$ 40,000	\$ -	\$ 80,000
	Multi-Use Sports Complex	\$ -	\$ -	\$ 500,000	\$ 1,500,000	\$ 12,000,000	\$ 14,000,000
	Playground Equipment Replacement, North Toltec Park	\$ -	\$ -	\$ -	\$ 275,000		\$ 275,000
	Open Trail and Parks Master Plan	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000
Total Park		\$ 150,000	\$ 450,000	\$ 1,405,000	\$ 1,815,000	\$ 12,150,000	\$ 15,970,000
Public Safety							
	Mobile Data Computer (MDC) Laptops for all Police Officers	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000
	EOC Technology Upgrades	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000
	Replace Automated Fingerprint Identification System (AFIS)	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ 25,000
	Radio System Repeater Replacement / Upgrade (Conventional VHF System)	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ 35,000
	Eloy Police Department Training Facility Building Improvements	\$ 170,000	\$ -	\$ -	\$ -	\$ -	\$ 170,000



CITY OF ELOY CAPITAL IMPROVEMENT PROGRAM FY 2026 - 2030

Department	CIP Title	FY2026	FY2027	FY2028	FY2029	FY2030	Total
	Police Vehicle Replacement	\$ 140,350	\$ -	\$ -	\$ -	\$ -	\$ 140,350
	Police Vehicle Replacement - FY 2026	\$ 140,350	\$ -	\$ -	\$ -	\$ -	\$ 140,350
	Police Vehicle Replacement - FY 2026 (3)	\$ 140,350	\$ -	\$ -	\$ -	\$ -	\$ 140,350
	Police Body Worn Camera Upgrade	\$ 569,670	\$ -	\$ -	\$ -	\$ -	\$ 569,670
	UHF Public Safety Bi-Directional Amplifier (BDA) to Improve Radio Reception and Coverage in Eloy PD Headquarters	\$ -	\$ 110,000	\$ -	\$ -	\$ -	\$ 110,000
	Police Vehicle Replacement - FY 2027 (1)	\$ -	\$ 154,385	\$ -	\$ -	\$ -	\$ 154,385
	Police Vehicle Replacement - FY 2027 (2)	\$ -	\$ 154,385	\$ -	\$ -	\$ -	\$ 154,385
	Police Vehicle Replacement - FY 2027 (3)	\$ -	\$ 154,385	\$ -	\$ -	\$ -	\$ 154,385
	Police Vehicle Replacement - FY 2027 (4)	\$ -	\$ 154,385	\$ -	\$ -	\$ -	\$ 154,385
	Police Vehicle Replacement - FY 2027 (5)	\$ -	\$ 154,385	\$ -	\$ -	\$ -	\$ 154,385
	Police Vehicle Replacement - FY 2027 (6)	\$ -	\$ 154,385	\$ -	\$ -	\$ -	\$ 154,385
	Police Drone Program Upgrades/Replacements	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000
	FARO crime scene scanner	\$ -	\$ 160,000	\$ -	\$ -	\$ -	\$ 160,000
	Computer Aided Dispatch (CAD, Records Management System (RMS), and Mobile CAD System	\$ -	\$ 2,500,000	\$ -	\$ -	\$ -	\$ 2,500,000
	Police Motorcycle Purchase/Replacement	\$ -	\$ 65,000	\$ -	\$ 73,000	\$ -	\$ 138,000

CITY OF ELOY CAPITAL IMPROVEMENT PROGRAM FY 2026 - 2030

Department	CIP Title	FY2026	FY2027	FY2028	FY2029	FY2030	Total
	Gym equipment upgrades/replacement	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ 40,000
	Police Vehicle (marked-volunteer support vehicle) Procurement-Veh #5	\$ -	\$ -	\$ 78,400	\$ -	\$ -	\$ 78,400
	Public Safety Surveillance Cameras	\$ -	\$ -	\$ 60,000	\$ -	\$ -	\$ 60,000
	Police Vehicle Replacement - FY 2026 (4)	\$ -	\$ -	\$ 169,850	\$ -	\$ -	\$ 169,850
	Upgrades/Replacement-Virtu Use of Force Training Simulator	\$ -	\$ -	\$ 210,000	\$ -	\$ -	\$ 210,000
	Dispatch Radio Console Replacement / Upgrade	\$ -	\$ -	\$ 350,000	\$ -	\$ -	\$ 350,000
	Police Vehicle Replacement - FY 2028 (1)	\$ -	\$ -	\$ 169,850	\$ -	\$ -	\$ 169,850
	Police Vehicle Replacement - FY 2028 (2)	\$ -	\$ -	\$ 169,850	\$ -	\$ -	\$ 169,850
	Microwave Digital Radio Link System- Replacement/Upgrade	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ 250,000
	Police Vehicle Replacement - FY 2029 (1)	\$ -	\$ -	\$ -	\$ 186,820	\$ -	\$ 186,820
	Police Vehicle (marked-supervisor) Procurement-Veh #23	\$ -	\$ -	\$ -	\$ 198,885	\$ -	\$ 198,885



CITY OF ELOY CAPITAL IMPROVEMENT PROGRAM FY 2026 - 2030

Department	CIP Title	FY2026	FY2027	FY2028	FY2029	FY2030	Total
	Police Vehicle (marked-supervisor) Procurement-Veh #22	\$ -	\$ -	\$ -	\$ 198,885	\$ -	\$ 198,885
	Police Vehicle Replacement - FY 2026 (5)	\$ -	\$ -	\$ -	\$ 198,885	\$ -	\$ 198,885
	Police Vehicle Replacement - FY 2030 (1)	\$ -	\$ -	\$ -	\$ -	\$ 205,535	\$ 205,535
	Weapons and Equipment-Police Officer staffing increases	\$ -	\$ -	\$ -	\$ -	\$ 1,566,250	\$ 1,566,250
	Building & Parking area expansion-Police Department	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000	\$ 3,000,000
Total Public Safety		\$ 1,330,720	\$ 3,931,310	\$ 1,207,950	\$ 1,126,475	\$ 4,771,785	\$ 12,368,240
Public Works							
	Planning, Building, and Public Works Work Order and Permitting Software	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
	Public Works Operations Manager's Truck	\$ -	\$ -	\$ -	\$ 70,000	\$ -	\$ 70,000
Total Public Works		\$ -	\$ 100,000	\$ -	\$ 70,000	\$ -	\$ 170,000
							\$ -
Total General Fund Departments		\$ 3,290,720	\$ 6,466,310	\$ 3,677,950	\$ 4,586,475	\$ 26,551,785	\$ 44,573,240

CITY OF ELOY CAPITAL IMPROVEMENT PROGRAM FY 2026 - 2030

Department	CIP Title	FY2026	FY2027	FY2028	FY2029	FY2030	Total
Streets							
	3.5 Yard Loader - CAT 938M	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000
	Leeboy Paver 7000	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000
	Shedd Road Median Landscape Project	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
	Toltec Road -- Chip Seal/Dust Control Mitigation from Aztec Street to Acoma Ave	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
	Culvert Replacement along Shedd Road between Estrella Road and Tumbleweed Road	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ -	\$ 150,000
	Sunland Gin Rd and Arica Rd Intersection	\$ 2,425,000	\$ 2,425,000	\$ -	\$ -	\$ -	\$ 4,850,000
	Frontier Street Micro Mill and Overlay - Hanna Rd to SR87	\$ 900,000	\$ 1,200,000	\$ 1,000,000	\$ -	\$ -	\$ 3,100,000
	Vehicle Replacement - Enterprise Lease	\$ 40,000	\$ 40,000	\$ 40,000	\$ -	\$ -	\$ 120,000
	Annual Pavement Preservation Projects	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 5,000,000
	Phoenix Ave. -- Pavement Preservation Curiel to B Street (Mill and Overlay)	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ 400,000
	Design for New Traffic Signal at Sunshine Boulevard and Date Street	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
	Front End Loader engine and transmission rebuild	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ 125,000



CITY OF ELOY CAPITAL IMPROVEMENT PROGRAM FY 2026 - 2030

Department	CIP Title	FY2026	FY2027	FY2028	FY2029	FY2030	Total
	11 Mile Corner Road Reconstruction, Frontier St. to Alsdorf Rd.	\$ -	\$ 600,000	\$ -	\$ -	\$ -	\$ 600,000
	Main Street Streetscaping Project	\$ -	\$ 35,000	\$ 375,000	\$ -	\$ -	\$ 410,000
	Drainage Study and Drainage Improvements in the Eloy Industrial Park	\$ -	\$ 250,000	\$ 250,000	\$ 325,000	\$ 325,000	\$ 1,150,000
	Sunland Gin Reconstruction and Widening between Interstate 10 and Hanna Road	\$ -	\$ 150,000	\$ 150,000	\$ 2,500,000	\$ 2,200,000	\$ 5,000,000
	Toltec Area Drainage Study	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ 150,000
	Installation of Traffic Signal at Sunshine Boulevard and Date Street (Phase 2 -- Construction)	\$ -	\$ -	\$ 750,000	\$ -	\$ -	\$ 750,000
	Design and Paving of Houser Road between Eleven Mile Corner Road and La Palma Road	\$ -	\$ -	\$ 400,000	\$ 3,500,000	\$ 3,500,000	\$ 7,400,000
	Outer Drive -- Reconstruct Toltec Road to Chesley St.	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ 1,000,000
	La Grande Vista Subdivision Redesign	\$ -	\$ -	\$ -	\$ 300,000	\$ 4,000,000	\$ 4,300,000
Total Streets		\$ 7,090,000	\$ 6,400,000	\$ 4,115,000	\$ 8,625,000	\$ 11,025,000	\$ 37,255,000

CITY OF ELOY CAPITAL IMPROVEMENT PROGRAM FY 2026 - 2030

Department	CIP Title	FY2026	FY2027	FY2028	FY2029	FY2030	Total
Water							
	Rehabilitate Water Reservoir at Pump Station #2	\$ 1,220,000	\$ -	\$ -	\$ -	\$ -	\$ 1,220,000
	Solar Panels at Blue Tank	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000
	Repair of Well Casing at Well #3	\$ 900,000	\$ -	\$ -	\$ -	\$ -	\$ 900,000
	Mini Excavator - Track Hoe	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000
	Tumbleweed PRV Station	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000
	Nitrate Treatment Facilities	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000
	Santa Cruz Village - Water Line Replacement/Improvement	\$ 50,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,050,000
	Houser Road Waterline -Construction	\$ 450,000	\$ 300,000	\$ -	\$ -	\$ -	\$ 750,000
	Chlorine/Chlorinator Building at well #3	\$ 75,000	\$ 350,000	\$ -	\$ -	\$ -	\$ 425,000
	Cathodic Protection System	\$ 20,000	\$ 500,000	\$ -	\$ -	\$ -	\$ 520,000
	Sunland Gin Water Line Replacement	\$ 170,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,170,000
	Water Line Extension to Loop Sunland Gin system - Section B	\$ 100,000	\$ 150,000	\$ 1,500,000	\$ -	\$ -	\$ 1,750,000
	Water Meter Replacement	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,000,000



CITY OF ELOY CAPITAL IMPROVEMENT PROGRAM FY 2026 - 2030

Department	CIP Title	FY2026	FY2027	FY2028	FY2029	FY2030	Total
	Install New Fire Hydrants	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000
	Tank Inspection & Cleaning Pump 3 1MG	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000
	Front End Loader with Gannon Unit	\$ -	\$ 180,000	\$ -	\$ -	\$ -	\$ 180,000
	Waterline replacements between Estrella and Tumbleweed	\$ -	\$ 628,000	\$ -	\$ -	\$ -	\$ 628,000
	Houser Rd. 12" water line extension	\$ -	\$ 750,000	\$ -	\$ -	\$ -	\$ 750,000
	Tryon Avenue Water Line	\$ -	\$ 575,000	\$ -	\$ -	\$ -	\$ 575,000
	3rd Place Water Line Extension	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,000,000
	Valve Replacement	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ 150,000
	ATV Vehicle for Utilities	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ 20,000
	Dump Truck - 6YD	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ 200,000
	Backhoe Loader	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ 300,000
	Toltec Rd. 12" Water Line Extension from Battaglia Road to City Landfill	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ 500,000
	Phoenix Avenue Waterline replacement between Curiel and B Street	\$ -	\$ -	\$ 800,000	\$ -	\$ -	\$ 800,000
	Sunland Gin Booster Station	\$ -	\$ -	\$ 150,000	\$ 2,000,000	\$ -	\$ 2,150,000

CITY OF ELOY CAPITAL IMPROVEMENT PROGRAM FY 2026 - 2030

Department	CIP Title	FY2026	FY2027	FY2028	FY2029	FY2030	Total
	Toltec Valley Unit 3 - Water line relocate from alleyways to city road right of ways	\$ -	\$ -	\$ 150,000	\$ 4,000,000	\$ -	\$ 4,150,000
	Convert City owned Ag Well to a potable drinking water well	\$ -	\$ -	\$ 75,000	\$ 1,000,000	\$ -	\$ 1,075,000
	New Well at Airport with Connecting Line	\$ -	\$ -	\$ 200,000	\$ 2,500,000	\$ -	\$ 2,700,000
	Waterline replacements between Estrella and Toltec, north of Frontier St.	\$ -	\$ -	\$ 150,000	\$ 750,000	\$ -	\$ 900,000
	Water Line Upgrade on Tumbleweed Road from Houser Road to Tonto Road from 6-inch to 12-inch	\$ -	\$ -	\$ 200,000	\$ 1,000,000	\$ -	\$ 1,200,000
	Water Line Upgrade on Houser Road from Tumbleweed Road to Estrella Road from 6-inch to 12-inch	\$ -	\$ -	\$ 200,000	\$ 1,000,000	\$ -	\$ 1,200,000
	Replace Waterlines throughout the City	\$ -	\$ -	\$ 500,000	\$ 500,000	\$ 500,000	\$ 1,500,000
	Replace Asbestos Concrete Pipe throughout the City	\$ -	\$ -	\$ 500,000	\$ 2,750,000	\$ 2,750,000	\$ 6,000,000
	New Groundwater Well in Section E	\$ -	\$ -	\$ 150,000	\$ 500,000	\$ 500,000	\$ 1,150,000
	New Groundwater Well in Section C	\$ -	\$ -	\$ 150,000	\$ 500,000	\$ 500,000	\$ 1,150,000
	New Groundwater Well	\$ -	\$ -	\$ 150,000	\$ 500,000	\$ 500,000	\$ 1,150,000
	New Well to Serve Economic Development Area C with Connecting Line	\$ -	\$ -	\$ 300,000	\$ 1,800,000	\$ 1,000,000	\$ 3,100,000



CITY OF ELOY CAPITAL IMPROVEMENT PROGRAM FY 2026 - 2030

Department	CIP Title	FY2026	FY2027	FY2028	FY2029	FY2030	Total
	Toltec Unit 8 & 9 - Water line relocate from alleyways to city road right of ways	\$ -	\$ -	\$ -	\$ 150,000	\$ 5,000,000	\$ 5,150,000
	Sunshine Blvd Water Line Upgrade - existing 6" water main to 8" water main approx. 5,500 feet	\$ -	\$ -	\$ -	\$ 150,000	\$ 1,000,000	\$ 1,150,000
	Water Line Extension on Tumbleweed Road from Tonto Road to Shedd Road	\$ -	\$ -	\$ -	\$ 200,000	\$ 1,000,000	\$ 1,200,000
	Water Line Extension Houser Road from Eleven Mile Corner Road to Tumbleweed Road	\$ -	\$ -	\$ -	\$ 200,000	\$ 1,000,000	\$ 1,200,000
	Water Line Extension on Nelson Farm Road from Sunland Gin Road East 1/4 Mile - Section B	\$ -	\$ -	\$ -	\$ 150,000	\$ 1,500,000	\$ 1,650,000
	Water Line Extension on Battaglia Road from Sunshine Boulevard Road to La Palma Road - Section E	\$ -	\$ -	\$ -	\$ 195,000	\$ 2,555,000	\$ 2,750,000
	Water Line Extension on La Palma Road from Alsdorf Road to Battaglia Road - Section E	\$ -	\$ -	\$ -	\$ -	\$ 2,600,000	\$ 2,600,000
Total Water		\$ 4,835,000	\$ 6,883,000	\$ 6,495,000	\$ 20,145,000	\$ 20,655,000	\$ 59,013,000

CITY OF ELOY CAPITAL IMPROVEMENT PROGRAM FY 2026 - 2030

Department	CIP Title	FY2026	FY2027	FY2028	FY2029	FY2030	Total
Wastewater							\$ -
	New 36" gravity sewer pipe from the Mid-section at 11 Mile Corner Rd to the WWTP	\$ 6,930,000	\$ -	\$ -	\$ -	\$ -	\$ 6,930,000
	Install Belt Filter Press (BFP) Building, New BFP, and Aerated Sludge Holding Tank	\$ 2,600,000	\$ -	\$ -	\$ -	\$ -	\$ 2,600,000
	Replace 12" Sewer with 24" Sewer from 11 Mile Corner Road and Battaglia to the Midsection new WWTP	\$ 1,350,000	\$ -	\$ -	\$ -	\$ -	\$ 1,350,000
	Repair of Existing Bar Screen and Purchase and Installation of Second Vulcan Bar Screen for Wastewater Treatment Plant Headworks	\$ 815,000	\$ -	\$ -	\$ -	\$ -	\$ 815,000
	Purchase Portable Sewer Pump	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000
	Evaluate Sewer Manholes and Pipe	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
	Lift Stations Inspection and Evaluation	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000
	Repair Discharge Pipe at Screening Structure	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000

CITY OF ELOY CAPITAL IMPROVEMENT PROGRAM FY 2026 - 2030

Department	CIP Title	FY2026	FY2027	FY2028	FY2029	FY2030	Total
	Upsizing Battaglia Sewer Line from 8" to 24" between Eleven Mile Corner and Sunshine	\$ 2,500,000	\$ 2,500,000	\$ -	\$ -	\$ -	\$ 5,000,000
	Install New SCADA Workstation and New SCADA RTUs	\$ 87,500	\$ 262,500	\$ -	\$ -	\$ -	\$ 350,000
	Replace Existing Generator at the Headworks	\$ 200,000	\$ 500,000	\$ -	\$ -	\$ -	\$ 700,000
	Install emergency generator system at the Blower Building	\$ 50,000	\$ 150,000	\$ -	\$ -	\$ -	\$ 200,000
	Install New Grit Removal System	\$ 125,000	\$ 375,000	\$ -	\$ -	\$ -	\$ 500,000
	Rehabilitate South Aeration Basin	\$ 100,000	\$ 300,000	\$ -	\$ -	\$ -	\$ 400,000
	Rehabilitate existing manholes	\$ 20,000	\$ 20,000	\$ 295,000	\$ 175,000	\$ -	\$ 510,000
	Install Security Gates and Systems at WWTP	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000
	WWTP Furniture Replacement	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ 25,000
	Rehabilitate Existing Manholes near Curiel Lift Station	\$ -	\$ 255,000	\$ 255,000	\$ -	\$ -	\$ 510,000
	Install New Flow meters at Lift Stations	\$ -	\$ 25,000	\$ 50,000	\$ -	\$ -	\$ 75,000
	Replace Pumps at Lift Stations	\$ -	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ 500,000

CITY OF ELOY CAPITAL IMPROVEMENT PROGRAM FY 2026 - 2030

Department	CIP Title	FY2026	FY2027	FY2028	FY2029	FY2030	Total
	Rehabilitate Sunland Gin Sewer Lift Station	\$ -	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ 1,000,000
	Engineering Services for WWTP Upgrades	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ 300,000
	Design for New Manholes	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ 200,000
	Install Security Gates and Systems	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ 300,000
	Security Fencing Improvements at Tryon, Curiel, and Loves Lift Stations	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ 100,000
	Purchase Bio-Barge Pontoon Boat	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ 25,000
	Purchase John Deere Tractor Ripper Equipment	\$ -	\$ -	\$ 55,000	\$ -	\$ -	\$ 55,000
	Stationary Dissolved Oxygen Probe	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000
	Replace 12" Sewer with 24" Sewer from near Tinsley and Battaglia to the WWTP	\$ -	\$ -	\$ 350,000	\$ 1,500,000	\$ -	\$ 1,850,000
	Engineering Report for wastewater collection system to serve north of Houser Road	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ -	\$ 300,000
	Rehabilitate Toltec Sewer Lift Station	\$ -	\$ -	\$ 750,000	\$ 750,000	\$ -	\$ 1,500,000



CITY OF ELOY CAPITAL IMPROVEMENT PROGRAM FY 2026 - 2030

Department	CIP Title	FY2026	FY2027	FY2028	FY2029	FY2030	Total
	Rehabilitate Love's Sewer Lift Station	\$ -	\$ -	\$ 250,000	\$ 750,000	\$ 500,000	\$ 1,500,000
	Rehabilitate Sunshine Blvd Sewer Lift Station	\$ -	\$ -	\$ 250,000	\$ 900,000	\$ 750,000	\$ 1,900,000
	New Lift Station and Collection System to Serve Economic Development Area C with Sewer Collection Infrastructure	\$ -	\$ -	\$ 300,000	\$ 1,800,000	\$ 3,000,000	\$ 5,100,000
	Engineering Report to Extend Sewer Mains in Toltec Area	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ 300,000
	Purchase New Vactor Truck	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ 500,000
	Purchase Sewer Inspection Camera	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000
	Install New Manholes	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ 200,000
	Extend Sewer Mains in Toltec Area	\$ -	\$ -	\$ -	\$ 1,250,000	\$ -	\$ 1,250,000
	New Sewer Lines to Serve Economic Development Area C (N of Houser Rd)	\$ -	\$ -	\$ -	\$ -	\$ 5,100,000	\$ 5,100,000
Total Wastewater		\$ 15,427,500	\$ 5,362,500	\$ 4,430,000	\$ 8,375,000	\$ 9,350,000	\$ 42,945,000

CITY OF ELOY CAPITAL IMPROVEMENT PROGRAM FY 2026 - 2030

Department	CIP Title	FY2026	FY2027	FY2028	FY2029	FY2030	Total
Sanitation							
	Landfill Rate Study and Masterplan	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000
	Landfill Scale Hardware and Software	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000
	Landfill Security Gate	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000
	New Second Landfill Scale Hardware and Software	\$ -	\$ 75,000	\$ 425,000	\$ -	\$ -	\$ 500,000
	Landfill Tarp Deployment Systems	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ 300,000
Total Sanitation		\$ 450,000	\$ 275,000	\$ 725,000	\$ -	\$ -	\$ 1,450,000

CITY OF ELOY CAPITAL IMPROVEMENT PROGRAM FY 2026 - 2030

Department	CIP Title	FY2026	FY2027	FY2028	FY2029	FY2030	Total
Cemetery Fund							
	Backhoe Purchase	\$ 170,000	\$ -	\$ -	\$ -	\$ -	\$ 170,000
Total Cemetery Fund		\$ 170,000	\$ -	\$ -	\$ -	\$ -	\$ 170,000



Airport Requests

Itemized Requests for 2026-2031

Building Improvements to T-Hangers	\$606,300
This capital improvement project focuses on enhancing the airport's T-hanger facilities' functionality, safety, and usability. The proposed upgrades include modernizing the electrical systems to meet current standards and supporting increased...	
Construction of Airport Apron	\$2,750,000
This project involves the rehabilitation of approximately 10,000 square feet of the main aircraft parking apron located east of Runway 2-20. The existing pavement surface has experienced significant wear and deterioration, requiring rehabilitation...	
Construction of Drainage Improvements	\$518,000
Construction of misc. Drainage improvements, including approx. 900 lf (4,200 sy) of drainage channels and culverts. This area will be focused on improving drainage adjacent...	
Construction of the Fence Relocation	\$450,000
Relocation of fencing (approx. 3,650 lf) on the west side of Rwy 2-20. Associated with Project 28-1 involving land acquisition. Fence is located in the Part 77...	
Design and Construction of Windcone and Segmented Circle Relocation	\$200,000
The design and construction for the relocation of windcone and segmented circle on the west side of Rwy 2-20. Associated with Project 28-1 involving the acquisition of land.	
Design and Construction to install weather reporting equipment (AWOS)	\$500,000
This project entails the design and installation of a new AWOS on the northwest side of Rwy 2-20.	
Design of Apron Rehabilitation	\$250,000
Design the rehab of the main AC parking apron east of Rwy 2-20, approx. 10,000 SY. The design will determine the level of rehab or reconstruction is needed for the actualConstruction of the project.	
Focused Planning Study for Land Acquisition and Runway Extension	\$300,000
This project entails a focused planning study to be commissioned by the FAA that will further evaluate land acq. and runway extension needs on Rwy 2-20. The findings of the study will...	
Hangar 1 Demolition	\$125,000
Demolition of the hangar due to the age of the structure and asbestos pollution in the building.	
Land Acquisition for Fence, AWOS, Windcone and Segmented Circle Relocation	\$200,000
Reimbursement for the acquisition of approx. 6 acres of land (approx. 3,500 ft x 75 ft) to accommodate the relocation of fencing in order to mitigate Part 77 penetration and to...	
Phase 2 of Hangar Improvements	\$152,000
This project entails Phase 2 improvements to two airport-owned T-Hangers and includes improvements to an electric system, doors, and pavement flooring. Airport to utilize BIL funds.	
Rehabilitate Airport Pavement - Crack Seal and Seal Coat	\$800,000
The design and construction (crack seal and seal coat) of various pavements associated with the runway and the system. PCI values range from 43-80 at the time of the project. More details are...	
Total: \$6,851,300	



City Manager Requests

Itemized Requests for 2026-2031

City Hall Operational Reconfiguration	\$300,000
Reconfigure the layout and workspace of the City Hall to efficiently use the space, provide adequate workspace, and provide an adequate customer service area for City Administration, Community Service, and Finance.	
Community Center	\$10,000,000
The City's existing Community Center, situated in Trekell Park, has served the community for over 40 years but now requires significant repair and modernization. Its current design is outdated and unable to effectively meet the diverse needs of...	
Council Chamber Audio & Visual Upgrade	\$225,000
The Council Chamber AV Upgrade aims to enhance the technological infrastructure within the council chamber. This comprehensive upgrade involves integrating state-of-the-art audiovisual equipment, including high-definition video, advanced...	
Infrastructure Improvement Plan Update (IIP or Impact Fee)	\$100,000
The Infrastructure Improvement Plan is a document that provides the technical analysis and methodology for the City to impose impact fees to accommodate new development. These fees are intended to offset infrastructure and facility costs for...	
Salary Compensation and Classification Study	\$50,000
Continue annual Compensation and Classification Studies of the City's current positions and salary pay grades. Studies include the following: Compensation study of job classifications, Maintenance of the current pay structure,...	
Strategic Planning Update	\$40,000
The 2027 strategic plan assessment is a focused initiative designed to evaluate the City of Eloy's existing strategic framework to ensure it aligns with the current priorities of the Mayor and Council. Rather than a complete refresh, this...	
Water Tower Lighting Upgrade	\$20,000
This project involves the full replacement and upgrade of the catwalk tank lighting system on the Eloy Water Tower. Recent inspections conducted by the Holiday Lighting Company (HLC) revealed significant water damage to the existing lights,...	
Total: \$10,735,000	



Community Development Requests

Itemized Requests for 2026-2031

Airpark Growth Area Specific Plan	\$180,000
The Airpark Growth Area Specific Plan is a plan containing a greater level of detail in goals, policies, and implementation tasks than the General Plan specific to the area, and will address the infrastructure, transportation, land use, economic...	
Building Inspector Full Size Work Four-Wheel Drive Truck-Enterprise Lease	\$60,000
Replace the existing Building Inspector work truck (2017 Chevy Colorado (#110)) with a new full-size four-wheel drive work truck. It is anticipated that the current vehicle (#110) will substitute the existing work truck with...	
Cosillos Apartments historic structure report, preservation plan, Historic Property Designation	\$30,000
The project will utilize professional services to develop the necessary information to create a historic structure report and preservation plan that includes documentary, graphics, and physical information about a property's history. The...	
Eloy General Plan Update	\$460,000
The Arizona Revised Statutes require the adoption or readoption and subsequent voter ratification of the General Plan no more than every 10 years. With the City Council's recently established target growth areas to focus City resources...	
Growth Area Specific Area Planning	\$250,000
Growth Area Specific Area Planning is a master planning process that includes an integrated approach to provide a greater level of detail in the vision, goals, policies, and implementation tasks than the General Plan for the specific area. The...	
Interstate 11 Corridor and Arterial Intersection Specific Area Plan	\$250,000
The purpose of the Interstate 11 Corridor and Arterial Intersection Specific Area Plan is a master plan containing an integrated approach to provide a greater level of detail in the vision, goals, policies, and implementation tasks than the...	
Picacho - Interchange Specific Area Plan	\$250,000
The Picacho Interchange Specific Area Plan is a master plan containing an integrated approach to provide a greater level of detail in the vision, goals, policies, and implementation tasks than the General Plan for the specific area. The master plan...	
Picacho Peak - Red Rock Growth Area Specific Area Plan	\$250,000
Growth Area Specific Area Planning is a master planning process that includes an integrated approach to provide a greater level of detail in the vision, goals, policies, and implementation tasks than the General Plan for the specific area. The...	
Sunland Visitor Center Historic Museum History Property Designation.	\$35,000
This capital project aligns with the General Plan's goal 3.9.1.2, which aims to "promote the protection, preservation, rehabilitation, and adaptive reuse of historic and cultural landmarks and resources." The Sunland Visitor Center Historic Museum...	
Toltec and Toltec West Redevelopment Plan and Feasibility Study	\$175,000
The Toltec and Toltec West Redevelopment Plans and Feasibility Studies are intended to provide a detailed description of the overall strategies, goals, vision, financing alternatives, and development analysis for the redevelopment of the...	
Total: \$1,940,000	



Economic Development Requests

Itemized Requests for 2026-2031

Economic Development - Marketing Brochure

\$35,000

The refreshed brochure will highlight new infrastructure projects, utility upgrades, and community enhancements that support both business growth and residential opportunities, showcasing Eloy as an ideal location for both enterprises and...

Economic Development Masterplan Update

\$150,000

The City of Eloy's Economic Development Master Plan, last updated in 2019, serves as a foundational document for guiding strategic initiatives and promoting sustainable economic growth. To remain competitive and responsive to changing market...

Economic Development Website Portal Refresh

\$10,000

The City of Eloy recognizes the importance of staying competitive with neighboring communities by providing a robust and user-friendly online presence to attract new businesses and investments. Updating the Economic Development portal is a...

Housing Feasibility Study

\$45,000

This initiative aims to assess current housing needs, evaluate market trends, and identify opportunities to foster diverse and sustainable residential growth. By focusing on a strategic approach, the study will provide actionable insights to guide...

Total: \$240,000



Facilities Requests

Itemized Requests for 2026-2031

Automatic gates, Public Works	\$75,000
Requesting funding for the purchase and installation of new solar slide gate operators, photo eye kit, gate edge for entrapment protection, in ground loops and detectors, with dual height pedestal for keypad and switch. The proposed project...	
Building Enhancements City Hall	\$200,000
Requesting funding for interior and exterior building enhancements for City Hall facility to include but not limited to; interior/exterior painting, flooring upgrades, landscape improvements, and electrical upgrades.	
Building Enhancements PD	\$150,000
Requesting funding for interior and exterior building enhancements for public safety facility to include but not limited to; interior/exterior painting, flooring upgrades, landscape improvements, and electrical upgrades.	
Demolition of Former Chamber of Commerce Facility	\$75,000
Requesting funding for the demolition of the "old" Chamber of Commerce building.	
Emergency Generator, City Hall	\$350,000
This project will upgrade the current electrical system of the City Hall building to accommodate the installation of a new emergency generator.	
Facility Improvements, Troy Thomas Center	\$100,000
Requesting funding for building improvements at the Troy Thomas Recreation Center to include but not limited to the following: Removal of exterior stucco and application of new reinforced material with exterior painting.	
Fleet Shop Building 2 Bay Expansion	\$730,000
Expanding the fleet shop with an additional 42 feet in depth, 60 feet in width, and a 25-foot ceiling height would create a significantly larger and more efficient workspace. By carefully considering design, infrastructure, safety, and operational...	
Furniture Purchase, Community Services	\$30,000
Requesting funding for the purchase of new chairs and tables for Community Services Admin, Troy Thomas, Senior Center, and Santa Cruz Library.	
HVAC Replacement Program	\$200,000
This project provides for a program to address HVAC replacement needs of City buildings and facilities.	
Installation of chain link fencing, Heart of Eloy	\$10,000
Installation of approximately 70 linear feet of 8' chain link fencing and double gates at the East entrance of the heart of Eloy.	
Installation of Perimeter Fencing at the Sunland Visitor Center/Museum.	\$250,000
Installation of block wrought iron fencing around the perimeter of the Sunland Visitor Center/Museum. Work will include the removal of the current chainlink fencing and installation of approximately 1,000 sq ft wrought Iron fencing with 5ft block...	
Main St Recreation Center Building Enhancements	\$15,000
The proposed project entails the replacement of landscaping materials at the Main St Recreation facility.	
Multizone lighting installation, city hall	\$60,000
The objective of this project is to install a state-of-the-art multi-zone lighting system designed to enhance lighting control, efficiency, and ambiance across multiple areas or zones of the exterior of the City Hall facility. This system will...	
Park/Facility Parking Lot Improvements	\$150,000
This project provides for the repair and resurfacing of five parking lots located at Troy Thomas Center, City Court Shumway Park, Aquatic Center and skate park. Sub-base repair will be required in portions of the lots.	



Shade Structure on North Side of Shop	\$210,000
Adding a 42' x 30' x 25' shade structure will significantly enhance the functionality of the existing vehicle shop, protecting it from the elements of vehicles, staff, and customers. Whether it's used for parking, repairs, or as a sheltered work...	
Solar Canopy Shade Structure	\$220,000
A solar shade structure for equipment is a protective framework designed to shield sensitive machinery, devices, or systems from harsh environmental conditions while simultaneously harnessing solar energy. It combines the functionality of a shade...	
Total: \$2,825,000	

Finance Requests

Itemized Requests for 2026-2031

Connect City Buildings with Fiber	\$120,000
Fiber infrastructure currently facilitates connectivity between key municipal facilities, including City Hall, Public Safety, Community Services, Public Works, the Magistrate Court, and the Library. This critical network is presently owned and...	
Server Hardware Replacement	\$150,000
In 2021, the City invested in three Synology FS3017 VMware servers to support essential functions, including email services, accounting software, data storage, and other critical operating systems for all departments. These servers have an...	
UPS Backup Device	\$55,000
Purchase and replace the APC Symmetra RX battery power backup devices with an Easton Tower UPS 8-slot cabinet. The Easton 9PXM Tower UPS 8-Slot Cabinet is a high-performance uninterruptible power supply (UPS) system that provides flexible...	
Total: \$325,000	



Parks Requests

Itemized Requests for 2026-2031

Ball Field Shade Canopy	\$80,000
This project aims to enhance the comfort and experience of visitors at Shumway and Jones Parks by installing a much-needed shade structure for the ballfield bleachers. The park's ballfield area currently lacks any shade coverage for spectators,...	
Chev Silverado Crew Cab for Parks-Enterprise Lease	\$45,000
This project involves the replacement of one 1999 Ford F150 4X2 pick-up. This is the third phase of a four year vehicle replacement plan for the Parks Division.	
City Parks Sign Replacement	\$50,000
The goal of this project is to replace the existing park signs in 11 public parks to improve visibility, accessibility, and aesthetic appeal. The current signs have become worn, damaged, and outdated, making it difficult for visitors to navigate...	
Multi-Use Sports Complex	\$14,000,000
Construct multi-use sports facility with lighted soccer and baseball/softball field. Additional amenities would include parking, restrooms and outdoor volleyball space and more.	
Open Trail and Parks Master Plan	\$150,000
The Community Services Department is requesting funding for the completion of a parks, recreation, trails, and open space master plan. The intent of such a study is to develop an extensive implementation plan that serves the current and future...	
Outdoor Fitness Court	\$190,000
Purchase and installation of Outdoor Fitness Equipment at Shumway Park	
Pavement Slurry Seal, Sunland Visitor Center Park	\$70,000
This project involves the application of a slurry seal to approximately 2,000 linear feet of pavement within the park area. The objective is to enhance the durability and appearance of the existing pavement, ensuring a safe and pleasant...	
Playground Equipment Replacement, North Toltec Park	\$275,000
This project consists of replacing the current playground equipment and shade cover, site preparation, concrete work, and installation of specialized rubberized surfacing at North Toltec Park. This program replaces aging and obsolete playground...	
Playground Equipment Replacement, Shumway Park	\$375,000
This project consists of replacing the current playground equipment and shade cover, site preparation, concrete work, and installation of specialized rubberized surfacing at Shumway Park. This program replaces aging and obsolete...	
Playground equipment replacement, Trekell Park	\$375,000
This project consists of replacing the current playground equipment and shade cover, site preparation, concrete work, and installation of specialized rubberized surfacing at Trekell Park. This program replaces aging and obsolete playground...	
Ramada at Shumway Park	\$65,000
Purchase and install one steel frame open shelter to be strategically located adjacent to the ball field area of Shumway Park. Ramadas will be pre-fabricated steel frame shade structures equipped with metal roof, electrical outlet service...	
Replacement of Park Tables	\$30,000
This project involves the replacement of park benches at various parks throughout the city (Jones, Trekell, Shumway, North Toltec, Maddux, Central Park, \$ Anita)	
Shade Structure, Sunland Visitor Center Park	\$65,000
Purchase and install one steel frame open shelter to be strategically located near park's entrance. The structure will be a pre-fabricated steel framed shade structure equipped with metal roof, and concrete slab	



Sunland Visitor Center Park block wall installation**\$200,000**

This project involves the installation of a 1500 linear foot, 4ft block wall around the perimeter of Sunland Visitor Center, a public recreational space. The purpose of the wall is to enhance safety, security, and aesthetics while ensuring that...

Total: \$15,970,000

Public Safety Requests

Itemized Requests for 2026-2031

Building & Parking area expansion-Police Department	\$3,000,000
The new Eloy Police Department headquarters building opened in 2021. Police staff and operations have outgrown the footprint of the new facility, requiring additional secured parking for police vehicles, as well as, additional room for...	
Computer Aided Dispatch (CAD, Records Management System (RMS), and Mobile CAD System	\$2,500,000
Replace the current CAD/RMS system with the latest available technology platform that meets or exceeds the needs of the Eloy Police Department and the Eloy PSAP 911 dispatch center.	
Dispatch Radio Console Replacement / Upgrade	\$350,000
In 2021, the Eloy Police Department initiated a radio enhancement initiative, transitioning from an outdated conventional VHF radio system to a cutting-edge digital and encrypted network within the Pinal Regional Communications Consortium. This...	
Eloy Police Department Training Facility Building Improvements	\$170,000
(Rollover Project) The Eloy Police Department's strategic plan calls for expanding our ability to conduct training in an effort to improve service delivery in the community. The HUD building, located at 100 West Phoenix Avenue, is...	
Emergency Operations Center (EOC) Technology Upgrades	\$60,000
The Eloy Police Department currently serves as the location for the City's Emergency Operations Center (EOC). The EOC is generally activated during times of local emergencies. These may include prolonged power outages, floods, chemical...	
FARO crime scene scanner	\$160,000
Replacement of FARO 3D crime scene scanner and associated equipment, software, and licensing for the Eloy Police Department.	
Gym equipment upgrades/replacement	\$40,000
Replacement and repair of exercise equipment: The exercise facility located at the Police Department is available to all City employees. The facility equipment consists of weight equipment, cardio, and functional training aids. Some of...	
Microwave Digital Radio Link System-Replacement/Upgrade	\$250,000
In 2021, the Department transitioned from an antiquated, conventional VHF radio system to a state-of-the-art, digital and encrypted system on the Pinal Regional Communications Consortium (PRCC). The PRCC provides county-wide radio...	
Mobile Data Computer (MDC) Laptops for all Police Officers	\$50,000
The goal of this project is to equip each police officer with a dedicated MDC laptop, providing essential connectivity, real-time data access, and enhanced report writing capabilities in the field.	
Police Vehicle Replacement	\$140,350
This project encompasses the procurement of a new police vehicle and the associated emergency equipment to replace an existing vehicle that has reached the end of its service life. The Department recommends replacing unmarked police vehicle...	
Police Body Worn Camera Upgrade	\$569,670
The Eloy Police Department mandates that all sworn officers engaged in field activities deploy and utilize body-worn camera systems. These cameras serve as an essential tool for documenting a wide range of police-citizen interactions, including...	
Police Drone Program Upgrades/Replacements	\$150,000
Replacement and/or upgrades to the Police Department Drone Program. In 2023, EPD purchased an Unmanned Ariel Vehicle (UAV) through a grant from the Arizona Department of Emergency and Military Affairs (DEMA) equipped with infra-red and...	
Police Motorcycle Purchase/Replacement	\$138,000
Marked Police Motorcycles are primarily used by police officers assigned to the patrol division/traffic unit. In the calendar year 2022, the Eloy Police Department responded to over 13,000 calls for service. These calls represent traffic stops,...	



Police Vehicle (marked-supervisor) Procurement-Veh #22	\$198,885
---	------------------

This project encompasses the procurement of a new fully marked police vehicle and the associated emergency equipment to replace an existing vehicle that has reached the end of its service life. Each year, the Eloy Police Department responds...

Police Vehicle (marked-supervisor) Procurement-Veh #23	\$198,885
---	------------------

This project encompasses the procurement of a new fully marked police vehicle and the associated emergency equipment to replace an existing vehicle that has reached the end of its service life. Each year, the Eloy Police Department responds...

Police Vehicle (marked-volunteer support vehicle) Procurement-Veh #5	\$78,400
---	-----------------

This project encompasses the procurement of a new marked police support vehicle and the associated emergency equipment to replace an existing vehicle that has reached the end of its service lifeThe Department recommends replacing police...

Police Vehicle Replacement - FY 2026	\$140,350
---	------------------

This project encompasses the procurement of a new police vehicle and the associated emergency equipment to replace an existing vehicle that has reached the end of its service life. The Department recommends replacing unmarked police vehicle...

Police Vehicle Replacement - FY 2026 (3)	\$140,350
---	------------------

This project encompasses the procurement of a new police vehicle and the associated emergency equipment to replace an existing vehicle that has reached the end of its service life. The Department recommends replacing unmarked police vehicle...

Police Vehicle Replacement - FY 2026 (4)	\$169,850
---	------------------

This project encompasses the procurement of a new police vehicle and the associated emergency equipment to replace an existing vehicle that has reached the end of its service life. The Department recommends replacing unmarked police vehicle...

Police Vehicle Replacement - FY 2026 (5)	\$198,885
---	------------------

This project encompasses the procurement of a new police vehicle and the associated emergency equipment to replace an existing vehicle that has reached the end of its service life. The Department recommends replacing unmarked police vehicle...

Police Vehicle Replacement - FY 2027 (1)	\$154,385
---	------------------

Police vehicles are used in a variety of assignments and applications, including police officers assigned to patrol functions, detectives, police officers assigned to the SWAT team, and police officers assigned to the Vehicular Crimes Unit (VCU)....

Police Vehicle Replacement - FY 2027 (2)	\$154,385
---	------------------

Police vehicles are used in a variety of assignments and applications, including police officers assigned to patrol functions, detectives, police officers assigned to the SWAT team, and police officers assigned to the Vehicular Crimes Unit (VCU)....

Police Vehicle Replacement - FY 2027 (3)	\$154,385
---	------------------

Police vehicles are used in a variety of assignments and applications, including police officers assigned to patrol functions, detectives, police officers assigned to the SWAT team, and police officers assigned to the Vehicular Crimes Unit (VCU)....

Police Vehicle Replacement - FY 2027 (4)	\$154,385
---	------------------

Police vehicles are used in a variety of assignments and applications, including police officers assigned to patrol functions, detectives, police officers assigned to the SWAT team, and police officers assigned to the Vehicular Crimes Unit (VCU)....

Police Vehicle Replacement - FY 2027 (5)	\$154,385
---	------------------

This project encompasses the procurement of a new police vehicle and the associated emergency equipment to replace an existing vehicle that has reached the end of its service life. The Department recommends replacing police vehicles as...

Police Vehicle Replacement - FY 2027 (6)	\$154,385
---	------------------

The Department recommends replacing vehicles as prescribed in the Eloy Police Department's Vehicle Replacement Plan. This project projects the costs associated with replacing a police vehicle, including the cost of the vehicle and all costs...

Police Vehicle Replacement - FY 2028 (1)	\$169,850
---	------------------

Police vehicles are used in a variety of assignments and applications, including police officers assigned to patrol functions, detectives, police officers assigned to the SWAT team, and police officers assigned to the Vehicular Crimes Unit (VCU)....



Police Vehicle Replacement - FY 2028 (2)	\$169,850
Police vehicles are used in a variety of assignments and applications, including police officers assigned to patrol functions, detectives, police officers assigned to the SWAT team, and police officers assigned to the Vehicular Crimes Unit (VCU)....	
Police Vehicle Replacement - FY 2029 (1)	\$186,820
Police vehicles are used in a variety of assignments and applications, including police officers assigned to patrol functions, detectives, police officers assigned to the SWAT team, and police officers assigned to the Vehicular Crimes Unit (VCU)....	
Police Vehicle Replacement - FY 2030 (1)	\$205,535
Police vehicles are used in a variety of assignments and applications, including police officers assigned to patrol functions, detectives, police officers assigned to the SWAT team, and police officers assigned to the Vehicular Crimes Unit (VCU)....	
Public Safety Surveillance Cameras	\$60,000
Purchase up to four (4) mobile camera systems that provide enhanced crime prevention and crime identification. These cameras have a number of advanced features, including remote viewing capability, direct upload to cloud-based storage, and low...	
Radio System Repeater Replacement / Upgrade (Conventional VHF System)	\$35,000
In 2021, the Eloy Police Department initiated a vital radio improvement project, transitioning from an outdated VHF radio system to an advanced, digital, and encrypted system within the Pinal Regional Communications Consortium. This comprehensive...	
Replace Automated Fingerprint Identification System (AFIS)	\$25,000
This project will replace the Department's Automated Fingerprint Identification System (AFIS), which has been flagged for discontinuation by the manufacturer, IDEMIA. The current AFIS system has been in use for over a decade and has effectively...	
UHF Public Safety Bi-Directional Amplifier (BDA) to Improve Radio Reception and Coverage in Eloy PD Headquarters	\$110,000
The Eloy Police Department operates on a digital, encrypted 800MHz radio system provided by the Pinal Regional Communication Consortium (PRCC). Since the transition to this system, our department has identified critical radio coverage issues...	
Upgrades/Replacement-Virtra Use of Force Training Simulator	\$210,000
In FY 20-21, the Eloy Police Department purchased a Virtra firearms/use of force training simulator utilizing grant funding. The Virtra training simulator is in use by many law enforcement agencies to provide cost-effective, efficient, and...	
Weapons and Equipment-Police Officer staffing increases	\$1,566,250
In 2024, the Eloy Police Department comprises 32 full-time police officers alongside a team of reserve officers. Ensuring officer readiness and safety is paramount, with regular firearms training and the provision of necessary weapons systems to...	
Total: \$12,368,240	

Public Works Requests

Itemized Requests for 2026-2031

Planning, Building, and Public Works Work Order and Permitting Software	\$100,000
This project would upgrade the iWorq case, plan review, and permitting software currently used by Staff. The City needs a virtual permitting platform that allows customers to submit development applications, check review status, and receive...	
Public Works Operations Manager's Truck	\$70,000
Field services truck (4-wheel drive) for the Public Works Department to replace the Ford Ranger that will be reallocated to the Vehicle Maintenance Department.	
Total: \$170,000	



Streets Requests

Itemized Requests for 2026-2031

11 Mile Corner Road Reconstruction, Frontier St. to Alsdorf Rd.	\$600,000
This project involves the rehabilitation of 11 Mile Corner Road from Frontier Street to Alsdorf Road. The work will include pulverizing the existing road surface, stabilizing the base, adding an aggregate base course, and installing a new asphalt...	
3.5 Yard Loader - CAT 938M	\$400,000
This capital project aims to replace the City of Eloy's current loaders, which are 18 and 33 years old, with a new loader comparable to the CAT 938M. The new equipment will be used for various city operations, including road maintenance,...	
Annual Pavement Preservation Projects	\$5,000,000
The Pavement Preservation Program is an annual initiative by the City of Eloy's Public Works Department to allocate \$1,000,000 each year for maintaining and improving the city's road infrastructure. The funds will be used for various pavement...	
Culvert Replacement along Shedd Road between Estrella Road and Tumbleweed Road	\$150,000
This project involves the removal and replacement of existing corrugated metal pipe (CMP) culverts at the intersection of Papago Street and various other locations throughout the city. The work will include the excavation and removal of the...	
Design for New Traffic Signal at Sunshine Boulevard and Date Street	\$100,000
This project involves the design and installation of a traffic signal at the intersection of Sunshine Boulevard and Date Street, located near the Eloy Sunshine Industrial Park. The need for the traffic signal arises from the substantial increase...	
Drainage Study and Drainage Improvements in the Eloy Industrial Park	\$1,150,000
The Drainage Study and Drainage Improvements in the Eloy Industrial Park project aims to assess the current stormwater drainage system and implement necessary improvements to enhance water flow management and prevent flooding or erosion within the...	
Front End Loader engine and transmission rebuild	\$125,000
Front End Loader engine and transmission rebuild.	
Frontier Street Micro Mill and Overlay - Hanna Rd to SR87	\$3,100,000
The proposed project involves the micro milling of Frontier Street from Hanna Road to SR87 and the application of a 1-inch pavement overlay. The micro milling process will be used to remove a thin layer of the existing pavement to restore a smooth...	
Installation of Traffic Signal at Sunshine Boulevard and Date Street (Phase 2 -- Construction)	\$750,000
This project involves the design and installation of a traffic signal at the intersection of Sunshine Boulevard and Date Street, located near the Eloy Sunshine Industrial Park. The need for the traffic signal arises from the substantial increase...	
La Grande Vista Subdivision Redesign	\$4,300,000
Apache Drive is currently a crowned asphalt road. This means the road has a cross-section where the center is higher than the edges. This crown helps water to drain off the road toward the shoulders and side ditches. The road was initially...	
Leeboy Paver 7000	\$250,000
The City of Eloy Streets Department seeks to purchase a new Leeboy 7000 Paver to enhance the city's road construction and repair capabilities. This paver will replace outdated equipment and provide improved efficiency in paving city streets,...	
Main Street Streetscaping Project	\$410,000
The City's recommitment to the design and construction of City Hall (2018), the design and construction of the new Police Department Building (2021) and the recent rehabilitation of Main Street building facades (2021) has injected a new...	
Outer Drive -- Reconstruct Toltec Road to Chesley St.	\$1,000,000
Reconstruct asphalt pavement and curbing on Outer Drive from Toltec Rd to Chesley St	



Paving Houser Road between Eleven Mile Corner Road and La Palma Road	\$7,400,000
This project involves paving Houser Road east of Eleven Mile Corner Road, which is currently unpaved, to provide a direct east-west connection between State Route 87 (SR-87) and Interstate 10. The paved road will serve as a critical regional...	
Phoenix Ave. -- Pavement Preservation Curiel to B Street (Mill and Overlay)	\$400,000
This project involves milling 1-2 inches of the existing pavement and installing new asphalt pavement along a 1,100-foot stretch of Phoenix Avenue, between B Street and Curiel. The work will address pavement degradation, improve the roadway's...	
Shedd Road Median Landscape Project	\$1,000,000
The Shedd Road Median Landscape Project aims to design and implement comprehensive landscape, hardscape, and irrigation improvements to a 3/4 mile segment of Shedd Road, between Giles Street and Estrella Road. This project follows the complete...	
Sunland Gin Rd and Arica Rd Intersection	\$4,850,000
Design and construction of improvements at the Intersection of Sunland Gin Rd and Arica Rd. The project will be 2-Phases. The 1st phase is to widen Sunland Gin Road from the Freeway ramps to Mountain View Rd. Second Phase is to construct a...	
Sunland Gin Reconstruction and Widening between Interstate 10 and Hanna Road	\$5,000,000
This project involves the reconstruction, expansion, and widening of Sunland Gin Road from the Interstate 10 Interchange north to Hanna Road, which marks the northern boundary of the City of Eloy. The road improvements will enhance traffic flow,...	
Toltec Area Drainage Study	\$150,000
The Toltec Area Drainage Study is a comprehensive assessment aimed at evaluating the existing drainage conditions and identifying improvements needed to effectively manage stormwater runoff in the Toltec area. This study will include data...	
Toltec Road -- Chip Seal/Dust Control Mitigation from Aztec Street to Acoma Ave	\$1,000,000
This project involves the application of a chip seal treatment over a 1-mile stretch of Toltec Road, extending from Aztec Street to the Robson Ranch community. Chip sealing is a cost-effective method of road resurfacing that involves applying a...	
Vehicle Replacement - Enterprise Lease	\$120,000
Establish annual replacement program for replacement of vehicles	
Total: \$37,255,000	



Water Requests

Itemized Requests for 2026-2031

Sunland Gin Booster Station	\$2,150,000
Design and Construct a new booster station on Sunland gin Rd. (in front of Petro Truck Stop) Adding a booster station to the water system will be highly effective in addressing the low water flow & pressure in the area, It will also improve...	
3rd Place Water Line Extension	\$1,000,000
Construct new 6: PVC line on 2nd Place, 3rd Place & 4th Street to replace existing water line which is inadequate for fire protection and residential service pressure. Add new service lines to all parcels within the new line. Reconnect all...	
ATV Vehicle for Utilities	\$20,000
New ATV vehicle for the water and wastewater divisions	
Backhoe Loader	\$300,000
Replacing an old backhoe with a new one is a wise decision that will bring numerous benefits to the department. From enhanced performance, greater efficiency, and improved safety, to long-term cost savings, a new backhoe will provide a higher...	
Cathodic Protection System	\$520,000
This project focuses on installing a cathodic protection (CP) system for the city's four steel water storage tanks. Cathodic protection is a method used to prevent corrosion, which can damage the structural integrity of the tanks. The CP system...	
Chlorine/Chlorinator Building at well #3	\$425,000
Chlorine/Chlorinator Building. This is a 8' X 10' X 8' Pre-fabricated fiberglass building which includes electrical lighting , outlets, junction box, exhaust fan, all weatherproof and rated for chlorine use.	
Convert City owned Ag Well to a potable drinking water well	\$1,075,000
Engineering- for design, construction & obtaining ADEQ permits to convert an existing City-owned agricultural well into a potable drinking water well and construction of a new pipeline from the proposed well to Pump Station 3 water storage...	
Dump Truck - 6YD	\$200,000
New 6YD Dump Truck for the Water/Wastewater Division.	
Front End Loader with Gannon Unit	\$180,000
Purchase Front End Loader with Gannon Unit for use by the Water and Streets divisions.	
Houser Rd. 12" water line extension	\$750,000
This project involves the engineering, design, and construction of a 4,500-foot extension of the existing 12-inch water line located along Houser Road, at the western boundary of the Public Works facility. The current water line dead-ends at the...	
Houser Road Waterline -Construction	\$750,000
Construct water line extension and relocate service connections to 7 existing customers.	
Install New Fire Hydrants	\$250,000
Install New Fire Hydrants throughout City in areas lacking adequate fire hydrants for fire protection.	
Mini Excavator - Track Hoe	\$200,000
A track hoe mini excavator is a compact, tracked piece of construction equipment commonly used by water departments for various tasks, especially in utility installation and maintenance. These mini-excavators are smaller and more maneuverable than...	
New Groundwater Well	\$1,150,000
Site selection, design, construction, and permitting of a new well to help meet projected water demands.	
New Groundwater Well in Section C	\$1,150,000
Site selection, design, construction, and permitting of a new well to help meet projected water demands.	



New Groundwater Well in Section E	\$1,150,000
Site selection, design, construction, and permitting of a new well to help meet projected water demands.	
New Well at Airport with Connecting Line	\$2,700,000
This project involves the installation of a new municipal water well and the construction of a connecting water line to supply water to the City of Eloy Municipal Airport and surrounding areas. The project will include drilling a new well,...	
New Well to Serve Economic Development Area C with Connecting Line	\$3,100,000
Construct a new well, reservoir feed line, 1 MG storage tank and water distribution mains for connections to serve Economic Development Area E	
Nitrate Treatment Facilities	\$100,000
Nitrate and/or Arsenic Treatment	
Phoenix Avenue Waterline replacement between Curiel and B Street	\$800,000
Replacement of the water line along Phoenix Avenue, between Curiel Street and B Street - design and construction. This project will also upgrade the existing water line from a 4' to a 6" and add fire hydrants at 'A' Street.	
Rehabilitate Water Reservoir at Pump Station #2	\$1,220,000
This project involves the comprehensive rehabilitation of Reservoir #2, also known as the "Blue Tank," to ensure its structural integrity and operational efficiency. The scope of work includes cleaning the tank interior, removing accumulated sand...	
Repair of Well Casing at Well #3	\$900,000
This project involves repairing the damaged well casing at Well #3 to restore its functionality and allow the well to return to normal service. The scope of work includes assessing the extent of the damage, implementing necessary repairs to the...	
Replace Asbestos Concrete Pipe throughout the City	\$6,000,000
Replacement of the old asbestos concrete pipes throughout the City of Eloy water distribution system	
Replace Waterlines throughout the City	\$1,500,000
Replace waterlines and valves on La Siesta from 11th to Main; 11 St. from Curiel to Main St.; Alley between Lincoln & Washington; Interconnect dead end lines in N. Toltec (Unit 8 & 9)	
Santa Cruz Village - Water Line Replacement/Improvement	\$1,050,000
Upgrading the existing water lines in Santa Cruz Village involves several steps aimed at improving the efficiency, reliability, and capacity of the city's water distribution system. This project will typically address aging infrastructure and...	
Solar Panels at Blue Tank	\$1,200,000
Installation of a 65 kilowatt (kW) grid-tied solar photovoltaic (PV) system at the Blue Tank Facility. This project aims to reduce utility costs, support sustainability goals, and provide long-term energy resilience for municipal operations. The...	
Sunland Gin Water Line Replacement	\$1,170,000
The project involves replacing an approximately 2-mile stretch of 8-inch water line along Sunland Gin Road, starting at Mountain View Avenue and extending to the Tonto Road alignment. Following this, the replacement continues east along Tonto Road...	
Sunshine Blvd Water Line Upgrade - existing 6" water main to 8" water main approx. 5,500 feet	\$1,150,000
Upgrading a 6-inch water main to an 8-inch water main over a distance of approximately 5,500 feet typically involves several key steps and considerations. Here's a detailed description of the process:The first step involves surveying to assess the...	
Tank Inspection & Cleaning Pump 3 1MG	\$150,000
Inspect, drain, disinfect and refill tank.	
Toltec Rd. 12" Water Line Extension from Battaglia Road to City Landfill	\$500,000
This project involves the extension of a 12-inch water main along Toltec Road from Battaglia Road to the City's landfill, spanning a distance of approximately 3,000 feet. The extension will involve trenching and the installation of a new water...	



Toltec Unit 8 & 9 - Water line relocate from alleyways to city road right of ways	\$5,150,000
Abandoning 4-inch waterlines in alleyways and installing new 6-inch waterlines in city road right-of-ways involves a series of steps aimed at improving the efficiency, reliability, and capacity of the water distribution system.	
Toltec Valley Unit 3 - Water line relocate from alleyways to city road right of ways	\$4,150,000
Abandoning 4-inch waterlines in alleyways and installing new 6-inch waterlines in city road right-of-ways involves a series of steps to improve the efficiency, reliability, and capacity of the water distribution system.	
Tryon Avenue Water Line	\$575,000
Tryon Avenue 12 inch Water Line	
Tumbleweed PRV Station	\$100,000
Design & Construct a new water pressure-reducing station on Tumbleweed & Houser Rd. A Pressure Reducing Valve (PRV) in a municipal water system is an essential component used to regulate and control the water pressure within the...	
Upgrade on Houser Road from Tumbleweed Road to Estrella Road from 6-inch to 12-inch Water Line	\$1,200,000
Expansion of the existing City water distribution network to promote growth and development in Section C as determined by the City Council in a Council Retreat held February 4, 2023.	
Valve Replacement	\$150,000
Replacement of valves throughout the City that are broken, inoperable, or causing problems with normal maintenance activities.	
Water Line Extension Houser Road from Eleven Mile Corner Road to Tumbleweed Road	\$1,200,000
Expansion of the existing City water distribution network to promote growth and development in Section C as determined by the City Council in a Council Retreat held February 4, 2023.	
Water Line Extension on Battaglia Road from Sunshine Boulevard Road to La Palma Road - Section E	\$2,750,000
Expansion of the existing City water distribution network to promote growth and development in Section E as determined by the City Council in a Council Retreat held February 4, 2023.	
Water Line Extension on La Palma Road from Alsdorf Road to Battaglia Road -Section E	\$2,600,000
Expansion of the existing City water distribution network to promote growth and development in Section E as determined by the City Council in a Council Retreat held February 4, 2023.	
Water Line Extension on Nelson Farm Road from Sunland Gin Road East 1/4 Mile - Section B	\$1,650,000
Expansion of the existing City water distribution network to promote growth and development in the Eloy 10-8 Business Park. This project extends the water line at Sunland Gin Road to the east by 1/4 mile.	
Water Line Extension on Tumbleweed Road from Tonto Road to Shedd Road	\$1,200,000
Expansion of the existing City water distribution network to promote growth and development in Section C as determined by the City Council in a Council Retreat held February 4, 2023.	
Water Line Extension to Loop Sunland Gin system - Section B	\$1,750,000
Expansion of the existing City water distribution network to promote growth and development in the Eloy 10-8 Business Park. This project will create a looped system 1/4 mile east of Sunland Gin Road	
Water Line Upgrade on Tumbleweed Road from Houser Road to Tonto Road from 6-inch to 12-inch	\$1,200,000
The project involves the expansion of the existing City water distribution network to support the growth and development of Section C, as identified by the City Council during their retreat on February 4, 2023. This expansion will include the...	
Water Meter Replacement	\$1,000,000
The automated water meters are beginning to reach the end of their useful life (10 -12 years), so a replacement program needs to be started.	
Waterline replacements between Estrella and Toltec, north of Frontier St.	\$900,000
Replace waterlines in the area between Toltec and Estrella north of Frontier Street	



Waterline replacements between Estrella and Tumbleweed

\$628,000

Replacement of various waterlines in the neighborhoods between Estrella and Tumbleweed north of Houser Road - design and construction

Total: \$59,013,000



Wastewater Requests

Itemized Requests for 2026-2031

Design for New Manholes	\$200,000
Designing four (4) new manholes involves addressing functionality, durability, accessibility, and safety. The description to consider for a modern manhole design would be: Shape and Dimensions, Material Selection, Load Capacity, Safety...	
Engineering Report for wastewater collection system to serve north of Houser Road	\$300,000
Construct new gravity mains, lift stations, and force the main to provide wastewater collection infrastructure connections to serve Economic Development Area C. This report provides a comprehensive analysis and evaluation of the wastewater...	
Engineering Report to Extend Sewer Mains in Toltec Area	\$300,000
The engineering report will evaluate and provide detailed recommendations for extending sewer mains to serve new developments, address capacity needs, and improve service reliability. The report will include an assessment of existing...	
Engineering Services for WWTP Upgrades	\$300,000
Provide comprehensive engineering services to design, plan, and oversee upgrades to a wastewater treatment plant, including a new laboratory building, grit removal system, emergency generator upgrades, SCADA system enhancements, and aeration basin...	
Evaluate Sewer Manholes and Pipe	\$150,000
The evaluation of sewer manholes and pipes aims to assess their structural integrity, operational performance, and overall condition to identify defects, prioritize repairs, and ensure the long-term reliability of the sewer system. The description...	
Extend Sewer Mains in Toltec Area	\$1,250,000
Install or extend sewer lines within Toltec neighborhoods. (Scope cannot be determined without an engineering report.) The project involves extending existing sewer lines to serve new developments, improving system capacity, addressing...	
Install Belt Filter Press (BFP) Building, New BFP, and Aerated Sludge Holding Tank	\$2,600,000
The project involves a comprehensive upgrade and expansion at a wastewater treatment facility, including the installation of several key infrastructure components. Here's a detailed description of the work involved: Installation of Belt Filter...	
Install emergency generator system at the Blower Building	\$200,000
Install emergency generator receptacles and manual transfer switch at the Blower Building. Purchase one 100 kW mobile emergency generator. The installation of an emergency generator system at a Boxer Building ensures the continued...	
Install New Flow meters at Lift Stations	\$75,000
Procure new flow meters and repair/replace them at existing lift stations. (Site evaluation will determine older flow meters that should be replaced.) The installation of new flow meters at lift stations is intended to accurately measure and...	
Install New Grit Removal System	\$500,000
The installation of a new grit removal system will enhance the efficiency of wastewater treatment by removing sand, gravel, and other coarse particles, thereby protecting downstream equipment and processes. Install concrete pad, install packaged...	
Install New Manholes	\$200,000
The installation of four new manholes will enhance access to underground utilities or drainage systems at East 5th & 6th Street alleys, East 6th & Phoenix Ave alley, Phoenix Ave & Santa Cruz St & Santa Cruz, and Sunshine...	
Install New SCADA Workstation and New SCADA RTUs	\$350,000
The project involves the installation of a new Supervisory Control and Data Acquisition (SCADA) workstation and thirteen Remote Terminal Unit (RTU) cabinets. This infrastructure upgrade will enhance the facility's monitoring, control, and data...	
Install Security Gates and Systems	\$300,000
Install motion sensors and door sensors at all secure lift station building doors, so that SCADA sends an alarm for intruders.	



Install Security Gates and Systems at WWTP	\$200,000
Install retractable security gates, motion sensors, and door sensors at all secure building doors. The installation of security gates and systems at a wastewater treatment facility is essential to safeguard critical infrastructure, protect...	
Lift Stations Inspection and Evaluation	\$300,000
The inspection and evaluation of lift stations is critical to ensuring their reliability, efficiency, and compliance with operational standards. These activities help identify issues early, reduce downtime, and extend the lifespan of the...	
New 36" gravity sewer pipe from the Mid-section at 11 Mile Corner Rd to the WWTP	\$6,930,000
A 36-inch gravity sewer main extending approximately 1,800 linear feet, complete with four strategically placed manholes, represents a significant upgrade to wastewater management infrastructure. This type of project often involves dismantling an...	
New Lift Station and Collection System to Serve Economic Development Area C with Sewer Collection Infrastructure	\$5,100,000
Construct new gravity mains, lift station, and force main to provide wastewater collection infrastructure connections to serve Economic Development Area C	
New Sewer Lines to Serve Economic Development Area C (N of Houser Rd)	\$5,100,000
This project involves the design and construction of key components to establish a reliable wastewater collection infrastructure. These components include gravity mains, lift stations, and force mains, which work together to transport wastewater...	
Purchase Bio-Barge Pontoon Boat	\$25,000
The purpose of this procurement is to acquire a Bio-Barge Pontoon Boat specifically designed to assist in the maintenance, treatment, and management of wastewater treatment plant lagoons. The Bio-Barge will be used for aeration, mixing, and...	
Purchase John Deere Tractor Ripper Equipment	\$55,000
The goal is to procure high-quality John Deere Tractor Ripper Equipment to enhance the productivity of land preparation and soil management tasks for agricultural operations. Equipment Specifications: Brand: John Deere Model: [Specify model, e.g., ...	
Purchase New Vector Truck	\$500,000
This procurement involves the acquisition of a new Vector truck to enhance the capacity and efficiency of sewer maintenance and cleaning operations. The Vector truck will support the cleaning of sewer lines, catch basins, and storm drains, as well...	
Purchase Portable Sewer Pump	\$50,000
This project involves the acquisition of a portable sewer pump to provide reliable, flexible, and efficient wastewater management in various operational scenarios. The portable pump will be utilized for temporary pumping during maintenance,...	
Purchase Sewer Inspection Camera	\$100,000
This project involves the acquisition of a high-quality sewer inspection camera system to enhance the ability to monitor, diagnose, and maintain underground sewer pipelines. The camera will support efficient inspection, identify defects, and...	
Rehabilitate existing manholes	\$510,000
Rehabilitate existing manholes throughout City	
Rehabilitate Existing Manholes near Curiel Lift Station	\$510,000
Rehabilitate twenty-two (22) existing manholes near the Curiel Lift Station. (Seven on Date Street, 5 on South D Street, four on Hinton Street, four on N Curiel Street, and one on West 4th Street.)The rehabilitation of 22 existing manholes...	
Rehabilitate Love's Sewer Lift Station	\$1,500,000
This will involve the comprehensive rehabilitation of a sewer lift station to enhance its performance, reliability, and durability. Key components include the installation of modern electrical controls, the replacement of pumps, and the...	
Rehabilitate South Aeration Basin	\$400,000
The rehabilitation of the South Aeration Basin aims to restore its functionality, improve operational efficiency, and ensure compliance with wastewater treatment standards. This project will involve structural, mechanical, and process improvements...	



Rehabilitate Sunland Gin Sewer Lift Station	\$1,000,000
This project involves the comprehensive rehabilitation of the Sunland Gin Sewer Lift Station, including structural and mechanical upgrades, wet well re-coating, and the implementation of an effective odor control system. The objectives are to...	
Rehabilitate Sunshine Blvd Sewer Lift Station	\$1,900,000
Rehabilitate Sunshine Blvd sewer lift station with new electrical controls, pumps and wet well lining	
Rehabilitate Toltec Sewer Lift Station	\$1,500,000
This project involves the comprehensive rehabilitation of the lift station, including the re-coating of the wet well, installation of new, high-efficiency pumps, and the implementation of an advanced odor control system. The rehabilitation efforts...	
Repair Discharge Pipe at Screening Structure	\$150,000
This project involves replacing a failed section of ductile iron pipe (DIP) with a 4-foot flanged Schedule 80 spool piece using an unrestrained repair sleeve. The failure of the existing ductile iron pipe has compromised the integrity and...	
Repair of Existing Bar Screen and Purchase and Installation of Second Vulcan Bar Screen for Wastewater Treatment Plant Headworks	\$815,000
In a wastewater treatment facility, "headworks" refers to the initial stages of the treatment process where incoming wastewater is screened and pre-processed before it moves on to the more advanced treatment stages. This area typically includes...	
Replace 12" Sewer with 24" Sewer from 11 Mile Corner Road and Battaglia to the Midsection new WWTP	\$1,350,000
This project will replace the 12" gravity line with a 24" gravity line from the intersection of Battaglia Rd to the mid-section line 1/2 mile to the north. (1,800 feet of 24" PVC pipe with four manholes)This project involves the replacement of the...	
Replace 12" Sewer with 24" Sewer from near Tinsley and Battaglia to the WWTP	\$1,850,000
Replacement of an existing 12-inch gravity sewer pipe with a larger, 24-inch gravity sewer pipe to accommodate increased capacity and improve the overall efficiency of the sewer system. The current 12-inch pipe, which has been in service for...	
Replace Existing Generator at the Headworks	\$700,000
This budget covers the replacement of an existing 200 kW emergency generator with a new, more efficient 200 kW unit. It includes the cost of the new generator, installation (site preparation, electrical connections, fuel system modifications, and...	
Replace Pumps at Lift Stations	\$500,000
The replacement of the old, worn submersible pumps at key lift stations is a critical project aimed at ensuring the continued reliability and efficiency of the wastewater pumping system. Over time, the existing pumps have experienced wear and tear...	
Security Fencing Improvements at Tryon, Curiel, and Loves Lift Stations	\$100,000
The Tryon Lift Station, a critical facility for local wastewater management, will undergo a security upgrade with the replacement of its aging, worn-out security fence. The existing fence has deteriorated over time due to environmental wear and...	
Stationary Dissolved Oxygen Probe	\$50,000
Add a new Stationary Dissolved Oxygen Probe for the Waste Water Plant which would tie into the electrical control panel.	
Upsizing Battaglia Sewer Line from 8" to 24" between Eleven Mile Corner and Sunshine	\$5,000,000
The project involves upsizing the existing 8-inch Battaglia sewer line to a 24-inch sewer line between Eleven Mile Corner and Sunshine. This upgrade is necessary because the current 8-inch line is operating at or above its capacity, which could...	
WWTP Furniture Replacement	\$25,000
Replace all lab furniture, cabinets, counter tops, desks, work benches.	
Total: \$42,945,000	



Sanitation Requests

Itemized Requests for 2026-2031

Landfill Rate Study and Masterplan	\$250,000
Project Description: Landfill Rate Study for the City of Eloy Municipal LandfillThe City of Eloy is undertaking a comprehensive Landfill Rate Study to assess the current and future financial sustainability of its municipal landfill operations....	
Landfill Scale Hardware and Software	\$200,000
Purchase new hardware and software for the landfill scales.	
Landfill Security Gate	\$200,000
A security gate at a landfill serves as a critical access control point to ensure that only authorized personnel and vehicles are allowed entry, while preventing unauthorized access and illegal dumping. Here's a detailed description of what is...	
Landfill Tarp Deployment Systems	\$300,000
This durable and efficient rolling tarp system is designed to provide reliable coverage for trash and waste at landfills, ensuring a cleaner, safer, and more environmentally responsible operation. Made from heavy-duty, weather-resistant materials,...	
New Second Landfill Scale Hardware and Software	\$500,000
The project involves the purchase and installation of a second scale at the landfill, along with all the necessary hardware and software components to integrate it into the existing system. The new scale will provide additional capacity for...	
Total: \$1,450,000	

Cemetery Fund Requests

Itemized Requests for 2026-2031

Backhoe Purchase	\$170,000
Purchase of one (1) case 590 super N backhoe.	
Total: \$170,000	



CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VIII.E.**

Date: **6/9/2025**

Date submitted:
06/02/2025

Action: Formal

Date requested:
6/9/2025

Subject: Conduct a public hearing on the proposed annexation Case No. A2025-001, to discuss and receive public comments on the annexing of approximately 30.12 acres of land into the corporate limits of Eloy, which is generally located east of the northwest corner of West Adams Rd and Guano Rd with the County Assessor's Parcel Numbers 402160270, 40216032, 402160260, 402160280, and 402160260, include the abutting Guano Rd right-of-way.

TO: Mayor and City Council

FROM: Dan Symer, Community Development Director

RECOMMENDATION:

Staff recommends that the City Council conduct a public hearing on the proposed annexation Case No. A2025-001, to discuss and receive public comments on the annexing of approximately 30.12 acres of land into the corporate limits of Eloy

DISCUSSION:

Annexation is the process by which a city may assume jurisdiction of unincorporated territories of Pinal County adjacent to its incorporated boundaries. As such, annexation represents a significant step in a city's overall growth. In Arizona, annexation requires the consent of the owners of at least one-half of the value of the real and personal property and the consent of more than one-half of the number of property owners in the territory to be annexed, as documented by the latest county assessor data. In addition, the consent and action of the City Council are required. Staff has discussed the application with representatives of all property owners, CG Real Estate Investors, LLLP, La Frontera, LLC, and Union Pacific Railroad, and have received support, meeting the criteria for annexation.

The subject property, approximately 30.12 acres in size, is generally located east of the northwest corner of West Adams Road and Guano Road, within Pinal County, and is contiguous to the City of Eloy's corporate limits. The property is currently used for U.S. Border Patrol facilities and Union Pacific Railroad access, while the remaining vacant land was previously used for agricultural-related activities. All parcels have a General Industrial designation under the Eloy General Plan. The existing Pinal County zoning

designation is Industrial Zoning District (CI-2), which permits a variety of more intensive uses consistent with the City of Eloy's General Industrial (I-2) zoning. If the City Council approves the annexation, the county zoning will translate to approximately 30.12 acres of additional I-2 zoning within the City of Eloy.

The proposed annexation area meets the intent of the Arizona State requirements governing annexation. The territory to be annexed adjoins the boundary of the City of Eloy for its entire length ($\cong 1,486$ feet), and the size and shape of the property comply with the minimum requirement of 200 feet in width at all points. In addition, the length does not exceed twice the maximum width ($\cong 1,200$ feet) of the annexed territory. Furthermore, if approved, the annexation of the property would not result in the creation of a county island.

Before the annexation petition can be circulated, a thirty-day waiting period must elapse after the blank petition and the associated map and legal description have been filed with the Pinal County Recorder. Staff filed the initial blank petition on May 13, 2025 (Pinal County Recorder's Fee No.: 2025-038492).

FISCAL IMPACT:

The annexation of the property will add it to the City's property tax rolls.

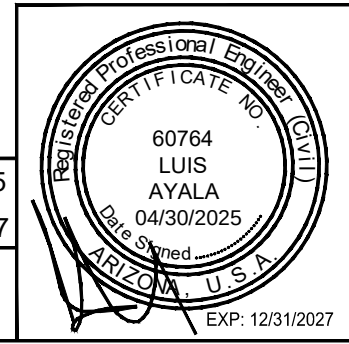
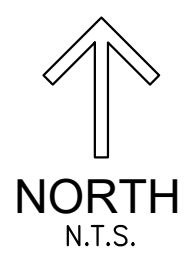
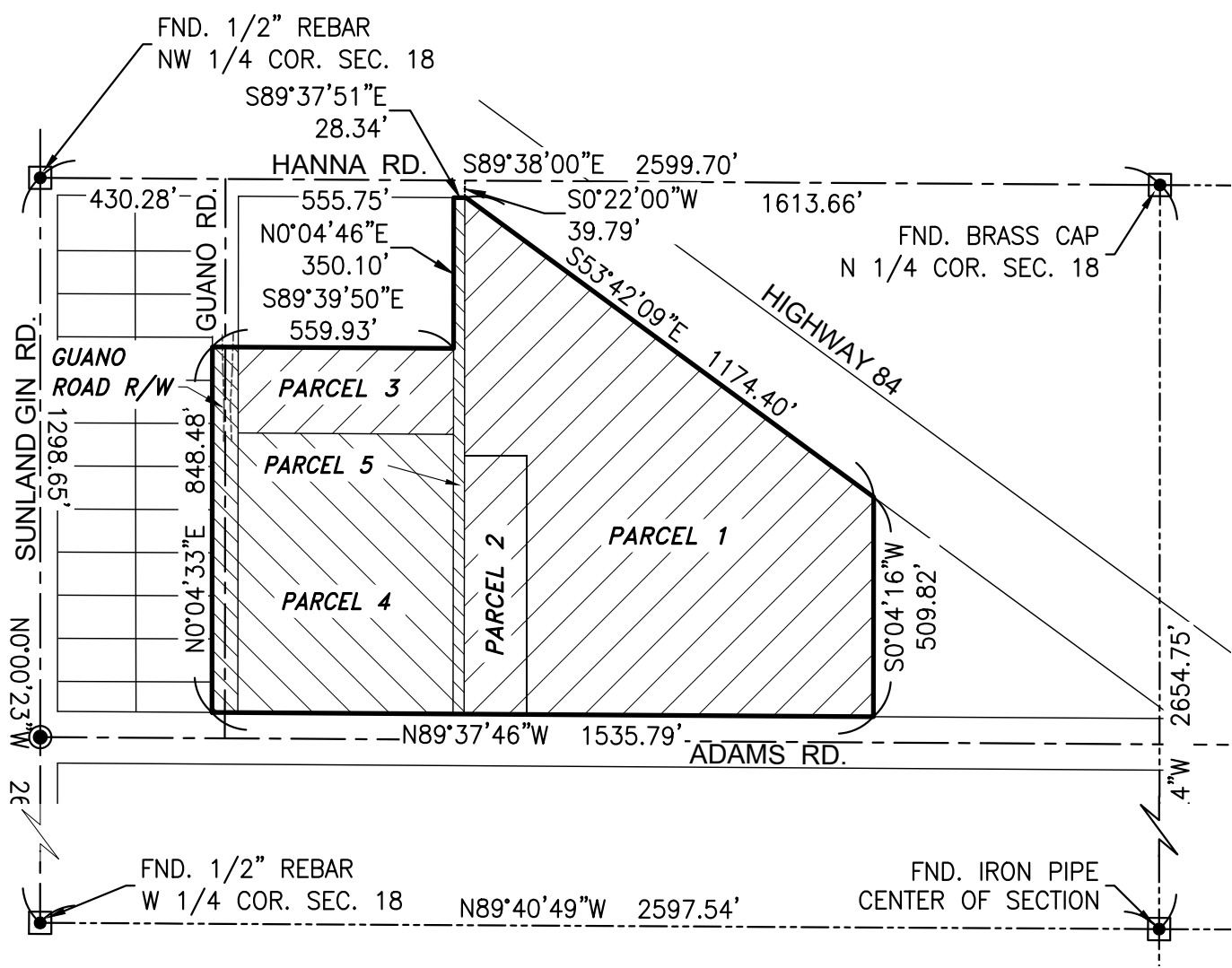
Approved as to Form:



Stephen R. Cooper, City Attorney



CASE NO: AN2025-001: CONCAST - ELOY ANNEXATION



K KAËKO
 ENGINEERING
 12409 W. INDIAN SCHOOL ROAD
 AVONDALE, ARIZONA 85392
 PHONE: 623.536.1993

CONCAST - ELOY ANNEXATION EXHIBIT		DATE: 4/30/25
PLAN VIEW		PROJECT #: 7025007
SHEET OF 1 2		EXH-A

EXHIBIT B

LEGAL DESCRIPTION

PARCEL NO. 1:

THE WEST 950.00 FEET OF TRACT C, MIDWAY INDUSTRIAL DISTRICT, PER MAP RECORDED IN BOOK 8 OF MAPS, PAGE 17, IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.

EXCEPT THE WEST 145.00 FEET OF THE SOUTH 600.00 FEET THEREOF, ALSO, KNOWN AS ASSESSOR PARCEL NUMBER 402-16-0290.

PARCEL NO. 2:

THE WEST 145.00 FEET OF THE SOUTH 600.00 FEET OF TRACT C, MIDWAY INDUSTRIAL DISTRICT, PER MAP RECORDED IN BOOK 8 OF MAPS, PAGE 17, IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, ALSO, KNOWN AS ASSESSOR PARCEL NUMBER 402-16-0280.

PARCEL NO. 3:

THE NORTH 200 FEET OF TRACT B, MIDWAY INDUSTRIAL DISTRICT, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, IN BOOK 8 OF MAPS, PAGE 17, ALSO, KNOWN AS ASSESSOR PARCEL NUMBER 402-16-0260.

PARCEL NO. 4:

THE TRACK B LESS THE NORTH 200 FEET, MIDWAY INDUSTRIAL DISTRICT, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, IN BOOK 8 OF MAPS, PAGE 17, ALSO, KNOWN AS ASSESSOR PARCEL NUMBER 402-16-0270.

PARCEL NO. 5:

704-11-12-71CC PAR 2 30' W x 1261' L, 37,830.00 S.F., 0.87 ACRES, ALSO, KNOWN AS ASSESSOR PARCEL NUMBER 402-16-032.

GUANO ROAD RIGHT OF WAY:

A PORTION OF THE RIGHT OF WAY OF GUANO ROAD, A 60' RIGHT OF WAY BY 849' DISTANCE NORTH FROM WEST ADAMS ROAD RIGHT OF WAY LIMIT.

		PROJECT #: 7025007		
		DATE: 4/30/25		
		EXH-B		
CONCAST ELOY ANNEXATION EXHIBIT		LEGAL DESCRIPTION	SHEET OF 2 2	



DATE/TIME: 05/13/2025 1305
FEE: \$15.00
PAGES: 4
FEE NUMBER: 2025-038492

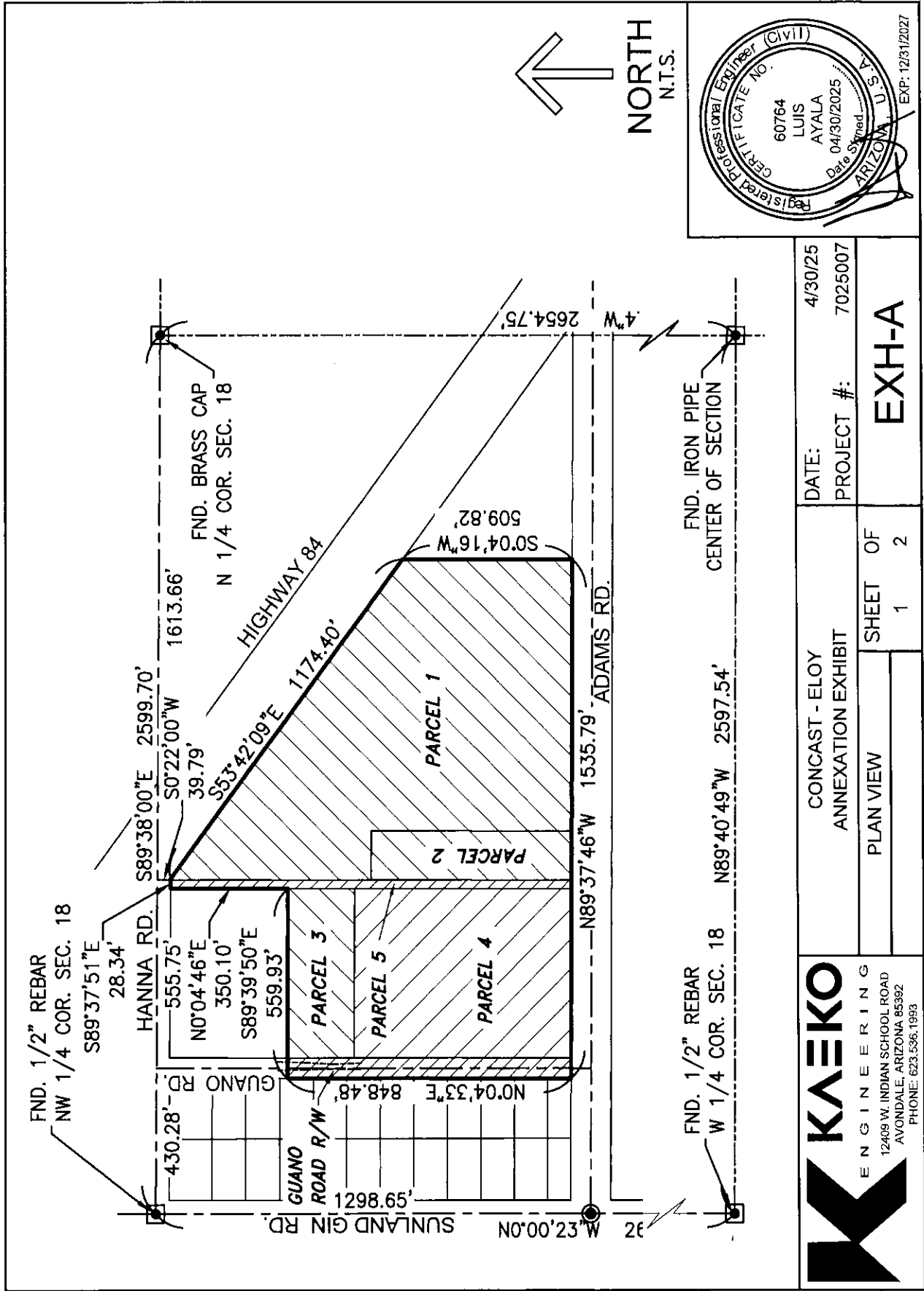
Celine Kidwell, City Clerk
City of Eloy
595 North C Street, Suite 104
Eloy, Arizona 85231
Case No.: A2025-001

**TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF ELOY,
ARIZONA:**

We, the undersigned, the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the City of Eloy in the event of annexation within the territory proposed to be annexed, which is hereafter described, said territory being contiguous to the corporate limits of the City of Eloy, with the exterior boundaries of the territory proposed to be annexed shown on the map attached hereto, marked Exhibit "A" made a part hereof, request the City of Eloy to annex the following described territory, provided that the requirements of A.R.S. §9-471, and amendments thereto, are fully observed.

The description of the territory proposed to be annexed, not already within the present limits of the City of Eloy and located in Pinal County, is attached as Exhibit "B":

[illegible]



KAEKO ENGINEERING 12409 W. INDIAN SCHOOL ROAD AVONDALE, ARIZONA 85392 PHONE: 623.536.1993	CONCAST - ELOY ANNEXATION EXHIBIT		DATE: 4/30/25
	PLAN VIEW	SHEET OF 1 2	PROJECT #: 7025007
EXH-A			

EXHIBIT B

LEGAL DESCRIPTION

PARCEL NO. 1:

THE WEST 950.00 FEET OF TRACT C, MIDWAY INDUSTRIAL DISTRICT, PER MAP RECORDED IN BOOK 8 OF MAPS, PAGE 17, IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.

EXCEPT THE WEST 145.00 FEET OF THE SOUTH 600.00 FEET THEREOF, ALSO, KNOWN AS ASSESSOR PARCEL NUMBER 402-16-0290.

PARCEL NO. 2:

THE WEST 145.00 FEET OF THE SOUTH 600.00 FEET OF TRACT C, MIDWAY INDUSTRIAL DISTRICT, PER MAP RECORDED IN BOOK 8 OF MAPS, PAGE 17, IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, ALSO, KNOWN AS ASSESSOR PARCEL NUMBER 402-16-0280.

PARCEL NO. 3:

THE NORTH 200 FEET OF TRACT B, MIDWAY INDUSTRIAL DISTRICT, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, IN BOOK 8 OF MAPS, PAGE 17, ALSO, KNOWN AS ASSESSOR PARCEL NUMBER 402-16-0260.

PARCEL NO. 4:

THE TRACK B LESS THE NORTH 200 FEET, MIDWAY INDUSTRIAL DISTRICT, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, IN BOOK 8 OF MAPS, PAGE 17, ALSO, KNOWN AS ASSESSOR PARCEL NUMBER 402-16-0270.

PARCEL NO. 5:

704-11-12-71CC PAR 2 30' W x 1261' L, 37,830.00 S.F., 0.87 ACRES, ALSO, KNOWN AS ASSESSOR PARCEL NUMBER 402-16-032.

GUANO ROAD RIGHT OF WAY:

A PORTION OF THE RIGHT OF WAY OF GUANO ROAD, A 60' RIGHT OF WAY BY 849' DISTANCE NORTH FROM WEST ADAMS ROAD RIGHT OF WAY LIMIT.

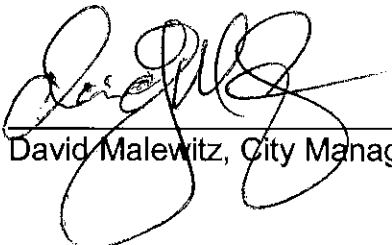
	PROJECT #: 7025007		
	DATE: 4/30/25		
	CONCAST ELOY ANNEXATION EXHIBIT		
LEGAL DESCRIPTION	SHEET OF 2 2	EXH-B	

AFFIDAVIT REGARDING ANNEXATION
CASE NO. A2025-001

Personally appears before me, David Malewitz, who, first being duly sworn,
deposes and says as follows:

1. I make this affidavit of my own personal knowledge.
2. I am the duly appointed City Manager of the City of Eloy, Arizona and I am qualified to make this affidavit on behalf of and for the City.
3. I have made a diligent search of the records of the Office of the Clerk of the City of Eloy and of the Office of the Pinal County Recorder for any annexation filing which might involve territory sought to be annexed in the City/Town Annexation Petition, which is filed herewith, with exhibits, in the Office of the Pinal County Recorder.
4. I hereby affirm, pursuant to A.R.S. §9-471(A)(6), that no part of the territory for which the attached Annexation Petition is filed is already subject to an earlier filing for annexation.

FURTHER AFFIANT SAYETH NOT.



David Malewitz, City Manager

SWORN TO AND SUBSCRIBED before me

this 13TH day of MAY, 2025.



Notary Public for the State of Arizona

My commission expires: NOVEMBER 06, 2028

